



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

THIS IS AN AGREEMENT effective as of Date Signed by the Owner between City of Crete, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

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

Well and Transmission Main Improvements (“Project”).

JEO Project Number: 210597.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer 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 Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Preliminary Design:	\$80,000.00	Lump Sum
Final Design:	\$62,000.00	Lump Sum
Bidding and Negotiation:	\$ 6,000.00	Lump Sum
Construction Administration:	\$45,000.00	Lump Sum
Construction Observation [RPR]:	\$37,000.00	Hourly [300 Hours Estimated]*
Total Estimated Fee:	\$233,000.00	

* Engineer’s estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. 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 Owner and Engineer 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.

Owner:

Engineer: JEO Consulting Group, Inc.

By: _____

By: Dane Simonsen, PE

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: July 26, 2023

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 North Chestnut Street

Wahoo, NE 68066

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, 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

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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. Engineer shall require the same of each consultant.

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Crete desires to construct a new well and approximately 6,250 LF of 12” PVC water transmission main to supplement the city’s water supply. This improvement is intended to replace an existing well that failed unexpectedly. The anticipated alignment and wells site are shown in the figure attached as Exhibit C.

The work to be performed by the Engineer shall generally include a wetland delineation, survey, design, development of technical specifications and drawings detailing the work, development of contract documents, permitting, as well as bidding and construction phase services.

The well and transmission main will be constructed by a Contractor under a separate construction contract, or contracts, with the City of Crete, which will be awarded through a formal bidding process.

BASIC SERVICES [LUMP SUM]

PRELIMINARY DESIGN PHASE:

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.

30% Design Process:

- A. Attend and facilitate a project kickoff meeting with Owner to review the project scope, schedule, and requirements. **[1 Meeting]**
- B. Following confirmation by the Owner of the water transmission main alignment and well site, a boundary and topographic survey will be completed. The boundary and topographic survey to include:
 - a. Utility locates within the project area
 - b. Vertical and horizontal control for the project area
 - c. Topographic survey of well site
 - d. Topographic survey of 100-foot wide water transmission main corridor
 - e. Title research for six [6] properties
 - f. Boundary survey of six [6] properties

Exhibit A – Well and Transmission Main Improvements

- G. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project site, with the Owner. **[1 Meeting]**

FINAL DESIGN PHASE:

60% Design Process:

- A. Revise drawings following receipt of 30% review comments from internal QA/QC and comments from 30% design review meeting and plan-in-hand with Owner.
- B. Prepare 60% drawings, technical specifications, and opinion of probable cost. The 60% drawings to include the following:
 - a. Cover Sheets
 - b. Horizontal Alignment and Control Sheet
 - c. Project Location Map
 - d. Well Site Map with Property Boundaries
 - e. Well Profile Sheet
 - f. Water Transmission Main Plan and Profile Sheets
 - g. Architectural Sheet(s)
 - h. Electrical Sheet(s)
 - i. Detail Sheet(s)
- C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner for review.

90% Design Process:

- A. Revise project documents following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- B. Prepare 90% drawings, technical specifications, contract documents, and opinion of probable cost. The 90% drawings to include the following:
 - a. Cover Sheets
 - b. Horizontal Alignment and Control Sheet
 - c. Project Location Map
 - d. Well Site Map with Property Boundaries
 - e. Well Profile Sheet
 - f. Water Transmission Main Plan and Profile Sheets
 - g. Architectural Sheet(s)
 - h. Electrical Sheet(s)
 - i. Detail Sheet(s)
- C. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 90% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- E. Attend and facilitate a 90% design review meeting with Owner to review project documents and details. **[1 Meeting]**

Design Finalization:

- A. Revise project documents following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with Owner.

Exhibit A – Well and Transmission Main Improvements

- B. Prepare 100% plans, technical specifications, contract documents, and opinion of probable cost.
- C. Conduct an internal final QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 100% drawings, specifications, contract documents, and opinion of probable construction cost to Owner.
- E. Create final drawings and specification package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- F. Create legal descriptions for up to six [6] properties and provide to Owner for use in acquiring temporary and/or permanent easements. Additional legal descriptions can be provided as an additional service if needed.
- G. Submit final drawings and specifications to NDEE for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- H. Submit final drawings and specifications to BNSF Railroad for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- I. Prepare and submit a Pre-Construction Notification (i.e., permit application) package to the U.S. Army Corps of Engineers (USACE) to obtain Section 404 authorization via a Nationwide Permit (NWP). It is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOUS) would be less than 0.1 acres, avoiding the requirement for compensatory mitigation. If permanent, unavoidable impacts to WOUS exceed 0.1 acre this task may require additional services.
- J. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of the BMP's, and a manual that includes procedures, documentation, and monitoring of the SWPPP. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to NDEE to obtain an NPDES Storm Water Permit. Owner to pay all review and permit fees.

BIDDING AND NEGOTIATION PHASE:

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. **[1 Meeting]**
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

The lump sum fee for these services assumes a 24-week construction schedule that takes place in 2024.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete testing.

Exhibit A – Well and Transmission Main Improvements

- C. Review soil and concrete testing results, as needed. Testing costs to be paid for by Owner.
- D. Review testing results provided by the Contractor as required by the contract documents.
- E. Provide interpretation of the plans and specifications, when necessary.
- F. Review shop drawings and related data supplied by the Contractor.
- G. Provide horizontal and vertical control and survey staking for the sanitary sewer replacement. Staking shall be limited to two [4] trips.
- H. Review Contractor's payment estimates and provide to Owner for review and approval.
- I. Review change orders, if necessary, and provide to Owner for review and approval.
- J. Consult with and advise Owner during construction.
- K. Conduct a final inspection of project with the Contractor and Owner.
- L. Compile record drawings and submit to NDEE along with notice of completion.
- M. Recommend to the Owner the acceptance of the project and complete the necessary certificates.
 - a. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
 - b. Final acceptance documentation may be the final pay application.

BASIC SERVICES [HOURLY]

CONSTRUCTION OBSERVATION PHASE:

The hourly fee for these services assumes 20 weeks of active construction and part-time inspection of 15 hours per week on average. It is assumed that construction will take place in 2024.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 - a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with Contractor and Engineer.
 - d. Review of materials delivered to the site for specification compliance.
 - e. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
 - f. Review and coordinate materials testing by assigned testing firm, if applicable.
 - g. Compile records for use in preparing record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting **[1 Meeting]**
- B. 30% Design Review Meeting and Plan-in-Hand **[1 Meeting]**
- C. 90% Design Review Meeting **[1 Meeting]**
- D. Bid Opening **[1 Meeting]**

Exhibit A – Well and Transmission Main Improvements

- E. Pre-Construction Meeting [**1 Meeting**]

ESTIMATED TIME FRAME:

- A. Preliminary Design Phase: 150 Days from Signed Contract
- B. Final Design Phase: 90 Days from completion of Preliminary Design Phase
- C. Bidding and Negotiation Phase: 45 Days from Date of Advertisement
- D. Construction Administration Phase: Concurrent with Construction
- E. Construction Observation Phase: Concurrent with Construction

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. Identification and/or evaluation of additional water main alignments and or well sites are excluded from the scope of services.
- B. The modeling of the existing water distribution system is excluded from the scope of services.
- C. Geotechnical report and/or materials testing is excluded from the scope of services. JEO to assist NCU with soliciting proposals from geotechnical testing firms, if desired.
- D. Preparation of purchase/easement agreements, and/or negotiation and payment to property owners is excluded from the scope of services.
- E. US Army Corps of Engineers [USACE] Section 404 compensatory mitigation is excluded from the scope of services. It is assumed that less than 0.1 acres of wetlands will be impacted.
- F. Biological surveys and/or threatened and endangered species surveys, including compliance with agency requests, is excluded from the scope of services.
- G. Test pumping and/or sampling of the existing test well is excluded from the scope of services. Owner to coordinate this work prior to design.
- H. The payment of any review and/or permitting fees are excluded from the scope of services.
- I. Any meetings not outlined in the scope of services are excluded from the scope of services.