

**MASTER SERVICES AGREEMENT
BETWEEN CLIENT AND JEO
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between the City of Crete "Client") and JEO Consulting Group, Inc. ("JEO").

From time to time Client intends to engage JEO to provide professional services. This Agreement and identified Exhibits sets forth the general terms and conditions which shall govern the relationships and performance of Client and JEO, if and only if one or more Task Orders are agreed to under this Agreement. Each engagement will be documented by a Task Order.

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. Services for each Specific Project will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Exhibit B.
- C. This Agreement is not a commitment by Client to JEO to issue any Task Orders.
- D. JEO shall not be obligated to perform any prospective Task Order unless and until Client and JEO agree as to the particulars of the Specific Project, JEO's services, JEO's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Client and JEO shall agree on the scope, time for performance, and basis of compensation for each Task Order.
- B. JEO will commence performance as set forth in each Task Order.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

- A. Client responsibilities are outlined in Section 3 of Exhibit A and in each Task Order.

ARTICLE 3 - TERM

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued from the Effective Date of the Agreement.

ARTICLE 4 - Compensation

4.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and each Task Order.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO.

ARTICLE 5 - EXHIBITS AND SPECIAL PROVISIONS

5.01 Exhibits

Exhibit A – General Conditions
Exhibit B – Sample Task Order

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 3 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.

This Agreement will be effective on December 15, 2023 (which is the Effective Date of the Agreement).

Client: City of Crete

JEO Consulting Group, Inc.

By: _____

Michael S. Malone
By: Michael S. Malone

Title: _____

Title: Trans. Dept. Mgr.

Date Signed: _____

Date Signed: 1-30-24

Address for giving notices:

Address for giving notices:

243 E. 13th Street, PO Box 86

2000 Q Street, Suite 500

Crete, NE 68333-0086

Lincoln, NE 68503

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in an executed task order(s). JEO shall invoice the Client for these services at the fee stated in the scope of services of executed task order(s).

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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, 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 with limits not less than shown 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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**GENERAL CONDITIONS**

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. 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.

This is Task Order No. _____,

Consisting of _____ pages

Task Order

In accordance with the Master Services Agreement Between Client and JEO for Professional Services dated _____ (“Agreement”), Client and JEO agree as follows:

Specific Project Data

A. Title:

B. Description:

1. Services of JEO

See Attachment “A”.

2. Client’s Responsibilities

Exhibit “A” from the Master Agreement Between Client and JEO for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Phase	Completion Date
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

4. Payments to JEO

A. For Lump Sum Method of Payment A

1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
2. JEO may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Client.

Phase	Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

B. For Standard Hourly Rates Method of Payment:

1. Current hourly rate schedule is attached and subject to adjustment approximately February 1st of each year.
2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
3. JEO's estimate of the amounts 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 JEO under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to JEO that a compensation amount thus estimated will be exceeded, JEO shall give Client written notice thereof. Promptly thereafter Client and JEO shall review the matter of services remaining to be performed and compensation for such services. Client shall either agree to such compensation exceeding said estimated amount or Client and JEO shall agree to a reduction in the remaining services to be rendered by JEO, so that total compensation for such services will not exceed said estimated amount when such services are completed. If JEO exceeds the estimated amount before Client and JEO have agreed to an increase in the compensation due JEO or a reduction in the remaining services, the JEO shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

5. Other Modifications to Master Agreement:

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed

above, shall incorporate this document as part of the Agreement. JEO is authorized to begin performance upon its receipt of a copy of this Task Order signed by Client.

The Effective Date of this Task Order is _____, _____.

JEO

Client

Signature Date
Date

Signature

Name

Name

Title

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name

Name

Title

Title

Address

Address

E-Mail Address

E-Mail Address

Phone

Phone

Fax

Fax