



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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Crete (“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:

2022 Street Improvements (“Project”).

JEO Project Number: 220169.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**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**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The lump sum fee for the Project is: \$198,430.00
- 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**

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**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:

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

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Engineer: JEO Consulting Group, Inc.



By: Nathan Boone

Title: Project Manager

Date Signed: 02/03/2022

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q Street, Suite 500

Lincoln, NE 68503

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## Exhibit A

### **Project Description:**

The City of Crete is looking to improve the streets listed below through gap paving projects. The projects will include construction with concrete pavement, sidewalk, curb ramps, and where necessary, curb and gutter and storm sewer inlets. The nine (9) blocks of gap paving to be improved include:

#### **Project 297:**

*23<sup>rd</sup> Street – Main Avenue to Norman Avenue (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter and storm inlet*

#### **Project 280:**

*18<sup>th</sup> Street – Main Ave to Linden Ave (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

#### **Project 294:**

*Linden Avenue – 18<sup>th</sup> Street to 19<sup>th</sup> Street (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

#### **Project 282:**

*21<sup>st</sup> Street – Main Avenue to Linden Avenue (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

#### **Project 298:**

*Oak Avenue – 17<sup>th</sup> Street to 18<sup>th</sup> Street (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

*18<sup>th</sup> Street – Oak Avenue to Norman Avenue (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

#### **Project 207:**

*Kingwood Avenue – 21<sup>st</sup> Street to 22<sup>nd</sup> Street (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

#### **Project 299:**

*Oak Avenue – 22<sup>nd</sup> Street to 23<sup>rd</sup> Street (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

*23<sup>rd</sup> Street – Oak Avenue to Norman Avenue (1 block)*

- 7" concrete pavement, 32' wide with curb and gutter*

For this project, JEO Consulting Group, Inc. (JEO) will perform a topographical survey of the nine gap paving projects to move them forward into design. JEO will then proceed with creating construction documents for the improvements and supporting the City through bidding and negotiation and construction phase services. JEO will also provide assessment services.

### **Scope of Services:**

#### **Project Management**

Project Management is a vital component for successful projects. The following scope of work occurs throughout the project phases and tasks.

Objective: Ensure overall responsibility of project quality and coordination and provide project management oversight over all facets and phases of the project.

Deliverable: Deliverables from the project manager shall include meeting summaries from the kick-off meeting and subsequent review meetings including identified risks, mitigations, and critical success factors. Project manager shall deliver monthly progress updates and invoices. Other deliverables shall include meeting notes from meetings with City staff.

- **Project Kick-off Meeting:** Kick-off meeting shall introduce key members of the project design team, review scope, schedule, budget, critical success factors, as well as identify potential project risks and associated mitigations. Special emphasis on the first tasks of the project will be reviewed at the meeting. A site visit of the project will also be conducted to review the project area.
- **Project Design Coordination:** 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. During design, bi-weekly meetings internal to the project team will be utilized to ensure the project is coordinated effectively.
- **Client Coordination:** Provide timely and coordinated communication to and from the City for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback. Monthly progress reports will be provided with a description of the status of the work in progress.
- **60% Design Review Meeting:** Conduct a 60% complete review meeting with City staff to review the preliminary design plans and opinion of probable cost (OPC). A project walk-through via a plan-in-hand will occur during this review and include the design team, city officials, and utilities. All comments identified by the Client during this review will be incorporated into the final design of the project.
- **90% Design Review Meeting:** Conduct a 90% complete review meeting with City staff to review the 90% complete plan set, OPC, and special provisions. All comments identified by the Client during this review will be incorporated into the final design of the project.

### **Phase 1: Topographic Survey**

Objective: Conduct site visits and field survey to collect data necessary for the design and construction phases. Coordination with the City of Crete may be necessary for access or permission for some areas.

Deliverable: None.

- 1.1.1 Schedule a utility locate "One-Call" and/or request for utility maps within the existing project areas and incorporate into drawings. Coordinate with both public and private utilities as necessary to properly document utilities within the project area.
- 1.1.2 The Consultant will perform the necessary topographic ground survey including the existing street centerline, intersecting streets, alleys and drives, the tying of located land monuments to the existing centerline, cross-sections and profiles necessary for the hydraulic design. A topographic survey will be performed using electronic 'Total Station' technology. Copies of field book records and electronic records can be submitted to the City at the completion of final design upon request. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-hundredth (0.01) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

The limits of the survey along each street to be improved shall extend one-quarter block before and after the limits of improvements. The survey will also extend one-quarter block away at each

intersecting street. Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.) based on One-Call provided information.

- 1.1.3 Prepare the base map using the topographic survey data.
- 1.1.4 At the request of the city, a geotechnical investigation is not included in the scope of work. Proposed pavement thickness has been directed by city staff to be seven (7) inches with 12 inches of subgrade preparation.

## **Phase 2: Preliminary Design**

Objective: During this task, the design team will review feedback from the kick-off meeting, site visit, and City input to prepare a 60% complete plan set that illustrates the basis of the improvements to be made.

Deliverable: The deliverable shall include a 60% complete plan set and OPC.

- 2.1.1 Develop the preliminary street design to show the basis of the work to be furnished and performed by a Contractor as part of the project. The plans will include sufficient information to review the sidewalk improvements limits, curb ramps, street alignments, profiles, cross sections, geometrics, and grades. A complete plan set is likely to include a title sheet, location map, site map, typical sections, construction and removal, paving, geometrics and grades, and preliminary details. A 60% preliminary engineer's OPC will also be developed through this effort.
- 2.1.2 Coordinate with public and private utilities within the project area to identify potential conflicts.
- 2.1.3 Conduct a 60% complete QA/QC of the plan set and OPC.

## **Phase 3: Final Design**

### **Task 3.1: 90% Complete Design**

Objective: During the 90% complete design process we will incorporate any final comments and details into the project plans and prepare for final production.

Deliverable: Deliverables during this phase include a 90% complete plan set, an opinion of probable cost, and special provisions.

- 3.1.1 Revise designs based on 60% complete comments received.
- 3.1.2 Finalize the design for the streets and add the necessary relevant details for all the improvements. Revise the OPC as necessary to reflect the final design documents.
- 3.1.3 Develop the erosion control sheets and prepare storm water pollution prevention (SWPPP) plans and details for the proposed project areas.
- 3.1.4 Review constructability of improvements and design temporary measures to allow for the construction of the improvements at all project areas while keeping residences accessible.
- 3.1.5 Submit plans to utilities for purposes of utility coordination for construction as necessary. Conduct a utility coordination meeting to discuss conflicts and finalize relocation plans and schedules.
- 3.1.6 Conduct an internal 90% complete QA/QC review of the plan set and OPC.

### **Task 3.2: Design Finalization Process**

Objective: The objective during this task is to finalize and sign and seal the plan by a Professional Engineer and specification documents in preparation for bidding and negotiation.

Deliverables: Deliverables for this task include three (3) sets of final plans on 11"x17" paper and electronically in pdf format.

- 3.2.1 Receive 90% complete comments and revise plans and specifications.
- 3.2.2 Create construction document set and sign and seal by engineers registered in the State of Nebraska.
- 3.2.3 Provide three (3) sets of final plans to the City printed on 11"x17" paper and an electronic copy (.pdf).
- 3.2.4 Conduct an internal 100% complete QA/QC review of the plan set and OPC.
- 3.2.5 The final paper and electronic files resulting from the design shall be the property of the City of Crete.

### **Phase 4: Permitting**

#### **Task 4.1: Stormwater Pollution Prevention Permitting**

Objective: Comply with the Clean Water Act to reduce discharges from the project area into Waters of the United States. While the project blocks are individually smaller than thresholds requiring a NPDES Permit, collectively they are part of a singular project and exceed the thresholds, therefore require this permit.

Deliverable: Deliverables will include a SWPPP and NPDES permit.

- 4.1.1 Prepare environmental consultation letters and submit letters to applicable local, state, and federal agencies.
- 4.1.2 Prepare a Storm Water Pollution Prevention Plan (SWPPP) book complying with State regulations. Coordinate the City's signature and submit a Notice of Intent (NOI) to obtain an NPDES Stormwater Discharge permit. City shall be responsible for any applicable permit fees.  
  
This scope does not include any wetland delineation, mitigation, 404/408 permitting, or the preparation of NEPA documentation (EA, CE, etc). If required, these services can be provided as an additional service.

### **Phase 5: Bidding and Negotiation**

Objective: Solicit bidders and assist in obtaining construction bids according to state statutes. This phase only applies to the concrete pavement gap paving projects.

Deliverable: Bid tabulations and a written recommendation of award.

- 5.1.1 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.
- 5.1.2 Respond to inquiries from prospective bidders and prepare any addenda required.

- 5.1.3 Assist the City in securing construction bids for the project.
- 5.1.4 Assist the City at the bid opening. (1 meeting).
- 5.1.5 Tabulate and analyze construction bids and report on them to the City, together with advice and assistance to the City in award of construction contract.
- 5.1.6 Prepare and submit a Letter of Recommendation to the City for project award approval.
- 5.1.7 Prepare Contract Documents for execution by Contractor and the City, and approval by City and City's legal and insurance counsel.

## **Phase 6: Construction Administration**

Objective: Assist the City during the construction of the improvements. The scope of services is based on an estimate of 30 weeks of construction management services. Assist with the creation of the assessment plats for the improvements.

Deliverable: None.

- 6.1.1 Coordinate and attend one (1) Pre-construction Conference, on site, prior to construction beginning.
- 6.1.2 Review shop drawings (submittals) and related data supplied by the Contractor.
- 6.1.3 Provide interpretation of the plans and specifications when necessary.
- 6.1.4 Review Contractor's monthly pay applications and provide to the City for review and approval. The scope of services is based on seven (7) pay applications for the project.
- 6.1.5 Consult with and advise the City during construction.
- 6.1.6 Review geotechnical soil and concrete testing results, as needed. Testing to be contracted by and paid for by the Engineer. The Engineer to coordinate when testing is required.
- 6.1.7 Conduct one (1) final inspection of the project with the Contractor and Owner at the project substantial completion.
- 6.1.8 Recommend to the City the acceptance of the project and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgement and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.
- 6.1.9 Review record drawings to illustrate the final constructed improvements should there be any modifications from the plans.
- 6.1.10 Create assessment plats for the improvements and include the preparation of a report of total costs, preparation of the assessment schedule and assessment plat, and attendance at the assessment hearing.
  - a. The City is responsible for the title research and to provide legal descriptions, property owner names, mailing address, etc. the Engineer to prepare the Assessment Schedule and Plats.

### **Task 6.2: Construction Staking**

Objective: Provide construction staking with horizontal and vertical control for the proposed improvements.

Deliverable: On site construction staking.

- 6.2.1 Provide baseline horizontal and vertical control for the proposed improvements to include:
- a. Paving – Mainline/Curb & Gutter every 25 feet (six (6) total trips)
  - b. Line and cut to flow line of storm sewer culverts (stake each end). (three (3) total trips)
  - c. This effort does not include subgrade staking or settings stakes for tree removal or utility relocation. These additional services can be provided via an amendment if deemed necessary.

## **Phase 7: Materials Testing**

### **Task 7.1: Materials Testing**

Objective: Material testing services will be contracted by Terracon as a subconsultant to JEO and coordinated through JEO.

Deliverables: Material test results.

- 7.1.1 This includes twenty-seven (27) site visits (3 per block) for subgrade compaction testing, including the use of standard proctors and conducting Atterberg limits (up to nine (9)). Up to ninety (90) concrete compressive tests (2 sets of 5 per block) will be conducted on cylinders cast by Terracon staff.

## **Phase 8: Construction Observation**

Objective: Provide construction personnel on site on a part-time basis to observe construction procedures for compliance with the plans, specifications, and contract documents.

Deliverable: Site observation reports.

- 8.1.1 Furnish a part-time Resident Project Representative (RPR) to observe the construction progress and quality of work, estimated at 240 hours (8 hours/week for 30 weeks). Additional delays beyond the engineer's control or extensions provided to the Contractor may require additional effort and will be negotiated and reviewed with the City of Crete. Key inspections to include:
- a. Marking of removal limits with paint.
  - b. Subgrade preparation and compaction.
  - c. Concrete pavement placement.
  - d. Storm sewer placement.
- 8.1.2 In addition to the RPR key inspections, duties shall include:
- a. Review of Contractor's work for general compliance with the plans and specifications.
  - b. Complete Construction Observation Reports when on site.
  - c. Coordinate pay quantities with the Contractor and Consultant.
  - d. Assist in the review of shop drawings.
  - e. Assist the Engineer in interpretation of the plans and specifications to the Contractor.
  - f. Review and coordinate material testing by the assigned testing firm.
  - g. Prepare record drawings in pdf format.



Items not included with this scope that can be provided as Additional Services:

1. Any services or meetings not specifically mentioned above.
2. Geotechnical investigation, per discussions and requested by city staff.
3. Land acquisition services, easement, ROW descriptions, and negotiations with landowners.
4. Water, sanitary sewer services, or associated manhole/water valve box design, or utility relocations.
5. Structural design or any retaining wall designs.
6. Storm sewer design or analysis outside the immediate blocks covered by this project.
7. Electrical design.
8. Temporary or permanent traffic control, including pavement marking design.
9. Drainage study or storm sewer condition analysis, including CCTV and visual inspection.
10. Title research or legal descriptions.
11. Setting survey monuments to identify street right-of-way.
12. Sidewalk design beyond new curb ramps at locations of existing sidewalk at intersections or sidewalk within the immediate gap paving project.
13. Any website assistance or public outreach.

The City shall provide:

1. Existing water, sanitary sewer, and storm sewer as-built drawings or other relevant mapping data.
2. Existing sanitary sewer and water service line information
3. Title research and furnish property ownership list including owner names, mailing addresses, and legal descriptions.
4. Notify property owners of meetings.
5. Schedule and attend meetings.
6. Create Street Improvement Projects with assistance from Bond Counsel. Bond Counsel to prepare documents for a gap paving project.
7. Setup funding of project with Fiscal Agent.
8. Publications.
9. Permit fees.

## Project Fee Summary

**Owner:** City of Crete, Nebraska  
**Engineer:** JEO Consulting Group Inc.  
**Project:** 2022 Street Improvements  
Crete, Nebraska - 2022

**JEO Project No.:** 220169.00

Lump Sum Project Phases:

<b>Phase 1 Topographic Survey .....</b>	<b>\$19,300.00</b>
<b>Phase 2 Preliminary Design.....</b>	<b>\$38,815.00</b>
<b>Phase 3 Final Design .....</b>	<b>\$33,595.00</b>
<b>Phase 4 Permitting.....</b>	<b>\$3,660.00</b>
<b>Phase 5 Bidding and Negotiation.....</b>	<b>\$4,160.00</b>
<b>Phase 6 Construction Administration .....</b>	<b>\$40,850.00</b>
<b>Phase 7 Materials Testing .....</b>	<b>\$22,050.00</b>
<b><u>Phase 8 Construction Observation.....</u></b>	<b><u>\$36,000.00</u></b>

**TOTAL .....** **\$198,430.00**

## Project Schedule

**Owner:** City of Crete, Nebraska  
**Engineer:** JEO Consulting Group Inc.  
**Project:** 2022 Street Improvements  
Crete, Nebraska - 2022

**JEO Project No.:** 220169.00

### Approximate Time Frame:

Notice to Proceed .....	February 2022
Topographic Survey .....	February/March 2022
Kick-off Meeting .....	March 2022
60% Preliminary Design Submittal .....	May 2022
90% Final Design Submittal.....	June 2022
100% Final Design Submittal.....	July 2022
Project Advertisement.....	Aug - Sept 2022
Bid Opening .....	September 2022
Project Award and Contract Execution .....	October 2022
Construction.....	Spring/Summer 2023

## 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 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

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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.