



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

THIS IS AN AGREEMENT effective as of the date signed by the Owner between City of Waverly (“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:

2026 New Well (“Project”).

JEO Project Number: 260663.00

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 Phase:	\$ 36,000.00	Lump Sum
Final Design Phase:	\$ 24,000.00	Lump Sum
Bidding & Negotiation Phase:	\$ 6,000.00	Lump Sum
Construction Administration Phase:	\$ 28,000.00	Lump Sum
RPR Phase:	\$ 20,000.00	Hourly
<u>Post Construction Phase:</u>	<u>\$ 4,000.00</u>	<u>Lump Sum</u>
Total Estimated Fee:	\$118,000.00	

*Engineer’s estimate of the hourly 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 Engineer under the Agreement. Owner shall notify Engineer if they wish for the Engineer to reduce or stop providing hourly services. 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: City of Waverly

Engineer: JEO Consulting Group, Inc.



By: _____

By: Dane Simonsen, PE

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

City of Waverly

JEO Consulting Group, Inc.

14130 Lancashire Street

2000 Q Street, Suite 500

Waverly, NE 68462

Lincoln, NE 68503

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Waverly desires professional engineering services for the design, bidding, and construction support associated with improvements to the City's municipal water system. The project includes the installation of a new submersible municipal water well at test well site 2025-1, associated water main connections, system controls, electrical improvements, and site improvements.

BASIC SERVICES [LUMP SUM]

PRELIMINARY DESIGN PHASE:

- A. Prepare for and conduct a project kickoff meeting with the Owner to discuss the project scope and schedule.
- B. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
- C. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
- D. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
- E. Review billed hours by design team and prepare invoice statements for Owner.
- F. Attend Initiation/Kick-off Meeting with Owner. Meeting review to include:
 1. Review the scope, schedule, and project requirements.
 2. Review the proposed well location, transmission main, and connection into the existing well building distribution piping manifold.
 3. Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- G. Once Owner has provided confirmation to the Engineer of the proposed well, transmission main route, both Owner and Engineer are comfortable with the proposed water main alignment, Engineer will schedule and obtain a survey.
- H. Provide engineering surveys necessary to obtain and develop design data, to develop horizontal and vertical control, and to develop topographic survey of the project site. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electrical). Surveyors also to perform legal research necessary for documenting the property line locations.
- I. Plot existing field data in AutoCAD.
- J. Evaluate well casing size, pump capacity, water main size, and material requirements.
- K. Prepare a 30% complete preliminary set of plans and conduct a plan-in-hand review in the field to confirm the proposed layout and survey information, if necessary.
- L. Review alternatives for major construction materials and equipment.
- M. Prepare 60% complete preliminary specifications. Specifications to include:
 1. Bidding and contract documents.
 2. Special Provisions section outlining project specific components and considerations.
 3. Well and water main specifications.
- N. Perform an internal quality assurance and quality control (QA/QC) review of the specifications.

FINAL DESIGN PHASE:

- A. Review a 60% complete preliminary specification with the City staff for their review and comments.
- B. Revise the specifications based on the QA/QC comments and any comments from the City staff.
- C. Perform an internal quality assurance and quality control (QA/QC) review of the 90% complete specifications.
- D. Revise and finalize the specifications based on the review comments.
- E. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- F. Present completed final documents (Plans, Specifications, and Contract Documents) to Owner for review, approval, and review in detail by attending up to one meeting with Owner to present Final Design Documents and Opinions of Cost.
- G. Submit final specifications and bid documents to the Nebraska Department of Water, Environment, and Energy. Owner to pay all permit fees.
- H. Incorporate regulatory agency comments into final specifications with revised documents or prepare addendum as appropriate.

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.
- 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 by Owner and Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

- A. Schedule and conduct one Pre-construction Conference, on site, for all the proposed improvements.
- B. Provide interpretation of the plans and specifications, when necessary.
- C. Review shop drawings and related data supplied by the Contractor.
- D. Process Contractor's monthly payment estimates and provide to Owner for their approval.
- E. Consult with and advise Owner during construction.
- F. Review Geotechnical soil and concrete testing results, as needed.
- G. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- H. Recommend to the Owner the acceptance of the project and complete the necessary certificates. 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.

- I. Prepare Record Drawings for the new well and water main portions of the project and submit them to NDWEE.

POST CONSTRUCTION PHASE:

- A. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- B. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

SURVEYOR CONSTRUCTION STAKING PHASE:

- A. Provide horizontal and vertical control for the project. Set stakes for line, grade, and location of proposed improvements. JEO will make one trip for all staking needs. Additional staking will be at the expense of the contractor.

BASIC SERVICES [Hourly]

RESIDENT PROJECT REPRESENTATION PHASE:

- A. JEO will furnish a 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:
 1. Review of contractors work for general compliance with the plans and specifications.
 2. Complete Construction Observation Reports when on site.
 3. Coordinate pay quantities with Contractor and Engineer.
 4. Assist in the review and verification of shop drawing materials.
 5. Review of materials delivered to the site for specification compliance.
 6. Assist the Engineer in interpretation of the plans and specifications to the contractor.
 7. Review and coordinate materials testing by assigned testing firm.
 8. Attend pre-construction and progress meetings.
 9. Compile records for use in preparing record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting
- B. 60% complete review meeting with City staff
- C. 90% complete review meeting with City staff
- D. Final documents meeting with City Board
- E. Bid opening
- F. Bid Award
- G. Pre-construction meeting
- H. Progress meetings
- I. Project closeout meeting

ESTIMATED TIME FRAME:

- A. Design Phase: 150 calendar days following project kickoff meeting.
- B. Bidding Phase: 60 calendar days from approval by the City.
- C. Construction Phase: Estimated at 150 calendar days.
- D. Post Construction Phase: 30 calendar days to complete punch list items.

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

- A. Floodplain, Corps 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- B. Land acquisition negotiations or preparation of legal documents for easement or purchase agreements.
- C. All permitting costs are the responsibility of the owner.
- D. Materials testing during construction is the responsibility of the owner. JEO will assist the owner in hiring a testing company if desired.
- E. Meetings not outlined in the scope of services.
- F. Any other item not outlined in the scope of services.

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.