



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

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

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

Crete Water Main Replacements ("Project").

JEO Project Number: 231835.00

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

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

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is:

Preliminary Design:	\$ 140,000.00 Lump Sum
Final Design:	\$ 90,000.00 Lump Sum
<u>Bidding and Negotiation:</u>	<u>\$ 7,000.00 Lump Sum</u>
Total Estimated Fee:	\$237,000.00

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client:

JEO Consulting Group, Inc.



By: _____

By: Dane Simonsen

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 08/05/2026

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

2000 Q St., Ste 500

Lincoln, NE 68503

Crete Watermain Replacement

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Crete, Nebraska (Owner) wishes to replace various watermain and services in the distribution system that have been identified as undersized. The following project locations are identified:

Location	Approximate Length (ft)
Norman Avenue from W 13 th Street to W 14 th Street	320
W 14 th Street from Norman Avenue to Main Avenue	330
17 th Street from Kingwood Avenue to Juniper Avenue	420
E 15 th Street from Linden Avenue to Ivy Avenue	990
Kingwood Avenue from 13 th Street to 17 th Street	1100
Ivy Avenue from 13 th Street to 17 th Street	1300
Juniper Avenue from 13 th Street to 17 th Street	1350
Kingwood Avenue from 21 st Street to 22 nd Street	330
E 18 th Street from Main Avenue to Linden Avenue	330
E 18 th Street from Kingwood Avenue to Juniper Avenue	400

The work to be performed by the Engineer shall generally encompass and include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance.

It is assumed that no permanent private easements nor rights-of-way acquisition will be required. It is assumed there will be some areas where temporary easements for construction will be required.

The improvements will be constructed by a Contractor under a separate construction contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor contract to complete the work. It is assumed the project will be funded via local funds.

BASIC SERVICES [Lump Sum]

DESIGN AND BIDDING PHASES:

PRELIMINARY DESIGN PHASE:

- A. Attend and facilitate one project Initiation/kickoff meeting with Owner/Owner's representatives
 1. Review the project scope, schedule, and project requirements.
 2. Confirm Owner's bidding and procurement requirements for the project.
 3. Confirm with the Owner and designated staff the proposed routes and preferred side of the road for the water main alignments.
- B. Once Owner has provided confirmation to the Engineer of the proposed water alignments and both Owner and Engineer are comfortable with the proposed improvement locations, Engineer will initiate the topo survey for the improvements.

Exhibit "A"

Crete Watermain Replacement

- C. Conduct preliminary topographic surveying:
 - 1. Establish vertical and horizontal control on the State Plane coordinate system near the project areas.
 - 2. Schedule utility location information (a One-Call utility locate request will be made) and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 3. Conduct a topographic survey of the proposed water main routes from center of roadway to ROW.
 - 4. Perform research and field work necessary to determine ROW lines.
 - 5. Survey the locations of all physical features along the proposed route (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, buildings, trees and landscaping, etc.).
 - 6. Create an electronic drawing illustrating elevations, site features, water, sanitary sewer, stormwater collection and discharge points, electrical service, and other appurtenances in AutoCAD®.
- D. Incorporate electronic plans provided by third-party utilities into the project drawings if furnished and not marked in the field.
- E. Prepare 30% preliminary drawings and conduct a plan-in-hand review in the field to confirm the proposed layout and existing drawing information.
- F. Perform an internal quality assurance and quality control (QA/QC) review of the 30% complete plans and specifications. Revise the plans according to comments received.
- G. Provide a digital set of the 30% project plans and opinion of probable construction cost to Owner's representatives for review and comment.
- H. Coordinate and attend a 30% review meeting with Owner representatives.

FINAL DESIGN PHASE:

- A. Revise design plans following receipt of 30% review comments from internal QA/QC and comments from Owner's representatives.
- B. Develop ADA curb ramp design for affected curb ramps in the project area.
- C. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's) and details for the installation of the BMP's.
- D. Prepare special details to illustrate the installation of various features and construction items needed for the project.
- E. Prepare 60% complete plans. Plans sheets to include:
 - 1. Title Sheet.
 - 2. Abbreviation Sheet
 - 3. Location Sheet
 - 4. Survey Control Sheets
 - 5. Site Plan Sheet
 - 6. Traffic Control and Staging Sheets
 - 7. Removals
 - 8. Curb Ramp Sheets
 - 9. Water Main Plan and Profile Sheets
 - 10. Detail Sheets

Exhibit "A"

Crete Watermain Replacement

- F. Conduct an internal 60% QA/QC of the plan set.
- G. Prepare a 60% engineer's opinion of probable construction cost.
- H. Provide a digital set of the 60% project plans and opinion of probable construction cost to Owner's representatives for review and comment.
- I. Coordinate and attend a 60% review meeting with Owner representatives.
- J. Prepare 90% plans for construction.
- K. Prepare 90% specifications and bid documents.
- L. Perform a final 90% QA/QC Review.
- M. Make any revision to plans upon QA/QC Review comments.
- N. Prepare final specifications and bid documents.
- O. Conduct a final review meeting with the Owner to present and review final plans, specifications, and cost opinion.
- P. Create final plan and specification set to be signed and sealed by engineers and a coordinating professional.
- Q. Prepare a final engineer's opinion of probable construction cost and bid form.
- R. Furnish design plans, specifications, bidding documents, engineering drawings, calculations and summaries, where necessary, for application for regulatory permit required by local, state, Agency, or federal authorities. Owner to pay all permit fees.
- S. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

BIDDING AND NEGOTIATION PHASE:

- A. Provide assistance with authorizing the advertisement for bids and setting the bid date, location, and time. It is expected that there will be a single bid opening for a single construction contract.
- B. 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.
- C. Respond to inquiries from prospective bidders and prepare any addenda required.
- 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. Provide Owner letter of recommendation and a completed bid tab.
- F. Prepare and submit necessary information to the Owner for project award approval.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Design Phase:
 - 1. Kickoff Meeting
 - 2. 30% Design Review
 - 3. 90% Design Review
- B. Bidding and Negotiation Phase:
 - 1. Bid Opening

Exhibit "A"

Crete Watermain Replacement

ADDITIONAL SERVICES, NOT INCLUDED:

- A. Potholing of existing utilities.
- B. Storm sewer, sanitary sewer, or other utility design services.
- C. Construction phase services
- D. Funding Assistance
- E. DWEE and SWPPP closeout documentation
- F. Davis-Bacon Wage Rate administration review services.
- G. Preparation of environmental assessments, impact studies or similar studies.
- H. Zoning regulations review or modifications necessary for the proposed improvements included in this project.
- I. Land acquisition or easement acquisition services.
- J. Floodplain, Stormwater, Corps 404, or any other permitting, not outlined in the scope of services.
- K. Payment of review and permitting fees.
- L. Cost for publication of notices or other advertisements will be paid by the Owner.
- M. Installation or maintenance of best management practices (BMP's).
- N. Any other item not outlined in the scope of services.

ESTIMATED TIME FRAME:

- A. Preliminary Field Survey – 60 calendar days following Owner and Engineer confirmation of the proposed alignments
- B. Preliminary Design Phase – 60 calendar days following Preliminary Field Survey
- C. Final Design Phase – 90 calendar days following Preliminary Design Completion
- D. Bidding Phase – 60 calendar days following receipt of regulatory approval/permit

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has

requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

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

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, 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. For projects with construction services, 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,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. 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.

19. WAIVER OF CONSEQUENTIAL DAMAGES:

Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.