



Approval of Additional Professional Services

Waverly Fire Station, Waverly, NE
Project Number 181924.01
Date: 09-30-2026

JEO is requesting written approval for Construction Administration services for the Waverly Fire Station Project. The original agreement dated January 27, 2026, included only design services through the project bidding phase.

Description and Scope of Additional Work & Fee(s):

1. **Contract Administration Phase (CA):**

JEO shall provide administration of the Contract between the Owner and the Contractor as set forth below:

- a. JEO shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. JEO shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.
- b. Duties, responsibilities, and limitations of authority of JEO under this proposal shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor. Consent will not be unreasonably withheld.
- c. JEO shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents.
- d. JEO shall interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor.
- e. Interpretations and decisions of JEO shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, JEO shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
- f. JEO shall render initial decisions on claims, disputes, or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, JEO's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Document.
- g. JEO, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations or as otherwise agreed by the Owner and JEO to:
 - i. become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed.
 - ii. endeavor to guard the Owner against defects and deficiencies in the Work.
 - iii. determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.

- iv. JEO shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. JEO shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- h. JEO shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.
- i. JEO shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
- j. JEO shall be responsible for JEO's negligent acts or omissions but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- k. If a required item or component of the Owner's project should be omitted from the contract documents, JEO shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original contract documents. In no event will JEO be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Owner's project.
- l. JEO shall at all times have access to the Work wherever it is in preparation or progress.
- m. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through JEO about matters arising out of or relating to the Contract Documents. Communications by and with JEO's consultants shall be through JEO.
- n. JEO shall have authority to reject Work that does not conform to the Contract Documents. Whenever JEO considers it necessary or advisable, JEO will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of JEO nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of JEO to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- o. JEO shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. JEO's certification for payment shall constitute a representation to the Owner, based on JEO's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of JEO's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:
 - i. an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 - ii. results of subsequent tests and inspections.

- iii. correction of minor deviations from the Contract Documents prior to completion.
 - iv. specific qualifications expressed by JEO.
- p. The issuance of a Certificate for Payment shall not be a representation that JEO has:
 - i. made exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
 - ii. reviewed construction means, methods, techniques, sequences, or procedures.
 - iii. reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment.
 - iv. ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- q. JEO shall maintain a record of the Contractor's Applications for Payment.
- r. JEO shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - i. JEO's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in JEO's professional judgment to permit adequate review.
 - ii. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
 - iii. JEO's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by JEO, of any construction means, methods, techniques, sequences or procedures.
 - iv. JEO's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- s. JEO shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- t. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, JEO shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to JEO. JEO shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- u. JEO shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. JEO may authorize minor changes in the Work not involving an adjustment in

Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

- v. JEO shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit JEO to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If JEO determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, JEO may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.
- w. JEO shall maintain records relative to changes in the Work.
- x. JEO shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents. JEO's observation shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

Fee(s):

Construction Administration Services = Hourly with an estimated cost of \$125,000.

Approval:

Owner Name/Title:	Signature:	Date:
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Owner Name/Title:	Signature:	Date:
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Bryan Solko



9/30/2026

Architect Name/Title:	Signature:	Date:
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