



July 20, 2023

Mayor and City Council
City of Albion
108 N Oak Street
Paxton, NE 69155

RE: Albion, Nebraska
Water Main and Sanitary Sewer Improvements
JEO Project No. 220726.01

Dear Mayor and City Council:

Enclosed is JEO's standard short form agreement for services on the above referenced project. Please review, and if acceptable, execute a copy and return one (1) for our files.

The Professional Services Agreement (PSA) is the standard terms that are applicable to the entire agreement with JEO's fees for services. Exhibit A defines the Scope of Work that JEO expects to perform as part of basic services and examples of the types of work that may be required as additional services along with estimated timeframe. Exhibit B defines general conditions of the agreement including the level of insurance provided by JEO.

As noted in the PSA, JEO's fees for services are as follows:

| | | |
|---------------------|-----------------|-----------------|
| Preliminary Design: | \$ 70,000 | Lump Sum |
| Final Design: | \$ 61,000 | Lump Sum |
| <u>Bidding:</u> | <u>\$ 8,000</u> | <u>Lump Sum</u> |

Total Base Services Estimated: \$ 139,000

We propose that Michael Schultes will be JEO's Project Manager on this project. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

This agreement will be open for acceptance for 30 days unless changed by us in writing.

If you have any questions, please contact us at your convenience. JEO is excited about the opportunity to work with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Michael E. Schultes".

Michael E. Schultes
Project Manager
Encl.



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

THIS IS AN AGREEMENT effective as of the date signed by the Owner (“Effective Date”) between City of Albion, Nebraska (“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:

Water Main and Sanitary Sewer Improvements Albion, Nebraska
JEO Project # 220726.01

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 and

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: | \$ 70,000 | Lump Sum |
| Final Design: | \$ 61,000 | Lump Sum |
| <u>Bidding:</u> | <u>\$ 8,000</u> | <u>Lump Sum</u> |
| Total Base Services: | \$ 139,000 | |

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 and Location Maps
Exhibit B – General Conditions

ARTICLE 5 – TOTAL AGREEMENT

5.01 Agreement

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 Albion, Nebraska | Engineer: JEO Consulting Group, Inc. |
| Signature: | Signature: |
| By: | By: Michael E. Schultes, PE Email: mschultes@jeo.com Office mobile: 402.469.0414 |
| Title: | Title: Project Manager |
| Date Signed: | Date Signed: |
| <u>Address for giving notices:</u> City of Albion 420 West Market Street Albion, NE 68620 | <u>Address for giving notices:</u> JEO Consulting Group, Inc 2727 West 2 nd Street #471 Hastings, NE 68901 |

JEO Consulting Group, Inc. GENERAL CONDITIONS

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 an invoice for 50% of the cost of the total fee outlined in the agreement for the facility planning services 8 months after the date the agreement is signed by the owner and 100% after 15 months provided no project funding is in place. Should project funding be in place prior to 8 or 15 months from the date of the signed agreement, the total fee for the facility planning service shall be due at the time the project funding is secured and funds are available.

The above terms are offered with the expectation that any improvement project resulting from these planning services will be designed by JEO under a separate agreement. Should JEO's services for a project resulting from these planning services be replaced by another entity, the full balance of the planning services shall be due at that time.

Invoices, based on the above terms, 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



JEO Consulting Group, Inc. GENERAL CONDITIONS

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 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.



**SCOPE OF SERVICES
WATER MAIN AND SANITARY SEWER IMPROVEMENTS
ALBION, NEBRASKA
JEO PROJECT # 220726.01**

1. PROJECT DESCRIPTION:

i. Water Main and Sanitary Sewer Improvements Albion, Nebraska:

Provide engineering design, bidding, and construction administration services for the water main and sanitary sewer improvements to the following annexation areas as noted in the Technical Memorandum dated November 2, 2022:

- 1-B: Located on either side of W State St (Highway 91) between S 11th St and Fairgrounds Rd.
 - Water Main: 1750 LF of 6" water main starting at the existing 10" main on the south side of W State St west of S 11th Street then running west on the south side of W State St to the intersection at Fairgrounds Rd and then south along Fairgrounds Rd.
 - Sanitary Sewer: 1300 LF of 8" gravity sewer main starting at the existing sanitary MH at the southwest corner of W State St and S 11th St then extending north under W State St and then west to Fairgrounds Road.
- 1-C: Located north of Old Mill Rd and south of Highway 14 between N 6th St and Norco Rd.
 - Water Main: 650 LF of 6" water main starting at the existing 6" main at intersection of Old Mill Rd and Norco Rd and then running north along Norco Rd.
 - Sanitary Sewer: 475 LF of 8" gravity sewer main starting at existing sanitary MH located on 11th Street between W Harrison and Old Mill Road and then extending north to the north side of Old Mill Rd.
- 1-D: Located just south of W Fairview St to Memorial Dr from S 4th St to S 6th St.
 - Water Main: 485 LF of 6" main starting at the existing 8" main in the intersection of S 4th St and W Fairview Rd then running south along S 4th St to the south end of the existing cul-de-sac.
 - Sanitary Sewer: 525 LF of 8" gravity sewer main starting at existing sanitary MH located just east of the intersection of W Fairview St and S 4th St and extending west along W Fairview to S 4th Street and then south to the end of the cul-de-sac.
- 1-F: Located at the intersection of Highway 14 and E Walnut Street.
 - Sanitary Sewer: 455 LF of 8" gravity sewer main starting at the northwest property line of the Albion Professional Plaza along Highway 14 then extending southeast to the existing 8" gravity main that connects to the lift station.

2. SCOPE OF SERVICES:

i. Preliminary Design Phase:

A. Project Kick-off

- a. JEO will conduct a Kick-off Meeting with Owner **(1-meeting)**. The meeting review to include:
 - i. Review the scope, schedule, and project requirements.
 - ii. Review the proposed water main and sanitary sewer alignments.
 - iii. Review the existing water mains, sanitary sewers and services in the area that may be affected and need connection to the new water main and sanitary sewers.

B. Project Management

- a. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:

EXHIBIT A

- i. 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.
 - ii. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - iii. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - iv. Work with design disciplines to identify potential risks and how to mitigate those risks.
 - v. Review billed hours by design team and prepare invoice statements for Owner.
- C. Topographic Survey
 - a. Once Owner has provided confirmation of the proposed water and sanitary sewer alignment and both Owner and JEO are comfortable with the proposed improvement locations, JEO will initiate the topo survey of the improvements to include:
 - i. Contact Diggers Hotline to request utility locates for the project area.
 - ii. Commence the topographic survey for the proposed improvements and
 - iii. Conduct legal research to obtain property line locations.
 - b. Process and draft the topo survey in AutoCAD to be used as the base plan for the project.
- D. 30% Preliminary Plan Set
 - a. Prepare a 30% preliminary plan set to include:
 - i. Cover sheet
 - ii. Plan of preliminary alignment
 1. Water
 2. Sanitary Sewer
 - b. Perform an internal quality assurance and quality control (QA/QC) review of the 30% complete plan. Revise the plans according to comments received.
- E. 70% Preliminary Plan Set
 - a. Following 30% review comments, JEO will prepare 70% preliminary plan and specifications. Plans and specifications to include:
 - i. Cover Sheet
 - ii. General location maps.
 - iii. Symbols sheet.
 - iv. Survey control sheets.
 - v. Water Main Plan and Profile sheets with corresponding technical specifications.
 - vi. Sanitary Sewer Plan and Profile sheets with corresponding technical specifications.
 - vii. Design Detail sheets.
 - viii. Front end specifications complete with bidding and contract documentation.
 - ix. Special Provisions and Technical Sections.
 - b. Prepare a preliminary opinion of costs.
 - c. Perform an internal quality assurance and quality control (QA/QC) review of the 70% complete plans and specifications.
 - d. Revise plans and specifications based on the QA/QC comments.
 - e. Present completed 70% preliminary design to Owner and review with the Owner's designated representative(s) **(1-meeting)**.

EXHIBIT A

ii. Final Design Phase:

F. 90% Preliminary Plan Set

- a. Prepare 90% complete plans and specifications. Plans and specifications to include:
 - i. Revised and advanced plan sheets from the 70% complete set.
 - ii. Completion of the technical and special provisions section of the specifications.
 - iii. Perform an internal quality assurance and quality control (QA/QC) review of the 90% complete plans and specifications.
 - iv. Revise the plans and specification in accordance with the review comments.
- b. Prepare 90% opinion of probable costs.
- c. Meet with Owner to review 95% plan, specifications and OPC. Meeting can be with City's designated representative or with the City Council (**1 meeting**).
- d. Prepare up to 4 legal descriptions for proposed easements. Descriptions will be provided to the City and the City will be responsible for placing the legal descriptions in legal form for the easements, securing the necessary signatures, and filing at the courthouse.

G. Final Plan Set

- a. Finalize construction drawings and specifications.
- b. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- c. Provide completed final documents (Plans, Specifications, and Contract Documents) to Owner.

H. Permitting Phase

- a. Submit final plans, specifications, and bid documents to:
 - i. Nebraska Department of Environment and Energy (NDEE). Owner to pay any required review fees. Review fee may be in the form of a reimbursable JEO expense if JEO initiates payment.
 - ii. Nebraska Department of Transportation (NDOT). Owner to pay any required review fees. Review fee may be in the form of a reimbursable JEO expense if JEO initiates payment.
 - iii. NPDES/SWPPP Permit to disturb more than 1 acre of soil.
- b. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

iii. Bidding and Negotiation Phase:

- A. Scope includes one project bid for all components. Bid includes one bid for all areas with different bid groups and possible different awards of up to 4 groups to different contractors.
 1. If City decides to issue multiple plan sets for multiple different bids, additional bidding services will be billed hourly as an additional service.
- 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 in securing construction bids for the project.
- E. Assist the Owner at the bid opening. (1 meeting)
- F. 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.
- G. Write a Recommendation Letter to the Owner for project award approval.
- H. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel.

EXHIBIT A

iv. Meetings Included in the Scope of Services

- A. Kick-off Meeting. (1-meeting)
- B. 70% Review Meeting with City's Designated Representative(s) or at a City Council meeting. (1-meeting).
- C. 90% Review Meeting with City's Designated Representative(s) or at a City Council meeting. (1-meeting).
- D. Assist the Owner at the bid opening. (1-meeting)

3. ADDITIONAL SERVICES NOT INCLUDED, BUT COULD BE NEGOTIATED IF NEEDED OR PROVIDED ON AN HOURLY BASIS

- A. Environmental permitting, assessments, or wetland delineation.
- B. Analysis of the existing and proposed impacts to pressure, flow, and fire flows to the existing water system due to the proposed improvements to the annexation areas.
- C. Analysis of existing and proposed and impacts to the sanitary sewers and lift station capacities due to the proposed improvements to the annexation areas.
- D. SWPPP monitoring services.
- E. Title searches.
- F. Geotechnical investigation and reporting.
- G. Additional bidding services for more than 1 bid package.
- H. Construction administration services.
- I. RPR services (construction observation services).
- J. Construction staking.
- K. Materials testing during construction is the responsibility of the owner. JEO will assist the owner in hiring a testing company if desired.
- L. Property appraisals or zoning modifications.
- M. Land Acquisition Services.
- N. As-built and Record Drawings.
- O. All permitting costs are the responsibility of the Owner.
- P. Meetings not outlined in the scope of services.
- Q. Any other item not outlined in the scope of services.

4. Estimated Time Frame

- E. Preliminary Design Phase – 120 calendar days from authorization to proceed.
- F. Final Design Phase – 90 calendar days following acceptance of Preliminary Design Phase.
- G. Permitting Phase - 30 to 45 calendar days following the acceptance of the Final Design Phase.
- H. Bidding & Negotiation Phase – 30 to 60 calendar days from date of advertising.
- I. Construction Administration Phase – after construction contract award and during construction.

EXHIBIT A

Figure 2: Water Service for Annexation Area 1-B



AREA 1-B, GROUP A
Water main

Figure 3: Sanitary Sewer Main for Annexation Area 1-B



AREA 1-B, GROUP A
Sanitary Sewer

EXHIBIT A

Figure 4: Water Service for Annexation Area 1-C



Figure 5: Sanitary Sewer Main for Annexation Area 1-C



EXHIBIT A

Figure 6: Water and Sanitary Sewer Mains for Annexation Area 1-D



**AREA 1-D, GROUP A -
Water main and
Sanitary Sewer**

Figure 7: Sanitary Sewer Main for Annexation Area 1-F



**AREA 1-F, GROUP A
Sanitary Sewer**