



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

THIS IS AN AGREEMENT effective as of 11/5/2019 ("Effective Date") between The City of Grand Island ("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:

Stormwater Geospatial Data Collection ("Project").

JEO Project Number: 182009.02

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 fee for the Project is: \$308,898

**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: City of Grand Island

Engineer: JEO Consulting Group, Inc.

Roger G. Steele

[Signature]

By: Roger G. Steele

By: Eric Obert, PE

Title: Mayor

Title: Principal

Date Signed: 11/21/2019

Date Signed: November 7, 2019

Address for giving notices:

Address for giving notices:

Public Works Dept.

JEO Consulting Group, Inc.

City of Grand Island

142 West 11<sup>th</sup> Street

PO Box 1968

PO Box 207

Grand Island, NE 68802

Wahoo, NE 68066

Stacy R. Dorhal  
Interim City Attorney

## JEO CONSULTING, INC.



**City of Grand Island  
Stormwater Geospatial Data Collection**

**SCOPE OF SERVICES:**

1. Kickoff
  1. JEO to hold one on site meeting to discuss the following:
    - a. Identification of key personnel and their roles during the project
    - b. Review communication/coordination plan between Grand Island and JEO staff
    - c. Review/adjust schedule of project milestones
    - d. Discussion of GIS layer permissions, as it relates to field data editing
2. Field Data Collection
  1. Feature Attribute Collection
    - a. Utilize the Collector for ArcGIS app and mobile tablet/smartphone to modify attributes of existing GIS features, including Storm Inlets, Storm Manholes, Storm Mains, and Storm Channels (See exhibit "A" for list of attributes to be collected by field survey crews, for each feature type)
    - b. Data delivery will happen in real-time using feature layers hosted by City.
    - c. It is planned for all Storm Inlet and Storm Manhole attributes to be collected from street/surface level.
  2. GPS/Survey data collection
    - a. Utilize survey equipment to collect accurate horizontal and vertical locations of Rim elevations for 517 storm inlets, 249 storm manholes, 449 sanitary sewer manholes, and 1612 storm channel nodes.
    - b. Utilize the Hall County Low Distortion projection (Hall County LDP) horizontal coordinate system, and NAVD 1988 elevations utilizing Geoid 12B.
    - c. Data to be delivered weekly by .CSV coordinate file storing Northing (Y), Easting (X), Rim/Feature elevation, and GIS feature ID.
    - d. Editing of feature geometry to be completed by Grand Island GIS staff.
3. Project Management
  1. If necessary, Owner and JEO to hold up to four (4) on-site meetings, to discuss project status and coordination.
4. Fee:
  1. The fee is based on JEO's hourly billing rates which includes telephone calls, and copying, in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule, only with prior approval (amendment to agreement).
  2. Grand Island Stormwater Geospatial Data Collection Project: **\$308,898** (Hourly not to exceed)
5. Payment:
  1. We will invoice you monthly for work completed to-date. Payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0% per month).
6. Estimated Time Frame:
  1. The following is the estimated time frame for this project.
    - a. Notice to Proceed - November 2019
    - b. Kickoff Meeting - Week of November 4, 2019
    - c. Field data collection - November 2019 – August 2020
    - d. Project completion – September 30, 2020

## JEO CROWN POINT PROJECT

7. Owner Responsibility
  1. The Owner must provide the following information to JEO
    - a. Access to the current GIS feature services with login credentials and editing capabilities.
    - b. Expose all manholes buried in asphalt
    - c. Open all manholes with welded or locked covers, requiring depth measurements
    - d. Expose all manholes buried in an excess of 6" of gravel or dirt
    - e. Edit feature geometry, utilizing .CSV file provided by JEO
8. Exclusions:
  1. Population of attributes outside of exhibit A
  2. Updates to hardcopy printed maps

JEO CONSULTING GROUP INC

**City of Grand Island  
Stormwater Geospatial Data Collection – Structure Inspection Details**

Features and attributes shown in **Blue**, will be collected with Trimble R10 GPS. All other features and attributes shown in black, will be collected with cellular/internet enabled tablet.

**Project Approach**

**1. Quantity of Features**

1. Storm Inlets (Total) –	(3,104)
a. Storm Inlets requiring GPS location and attribute updates –	517
b. Storm Inlets requiring attribute updates only -	2,587
2. Storm Manholes (Total) -	(1,594)
a. Storm Manholes requiring GPS location and attribute updates –	249
b. Storm Manholes requiring attribute updates only -	1345
3. Storm Pipes (Total) -	(2,453)
a. Storm Pipes requiring attribute updates, coincident with Manholes/Inlets	1931
b. “Standalone” pipes requiring attribute updates	522
4. Storm Channels -	1225
5. Storm Channel Nodes requiring GPS location only -	1612
6. Sanitary Sewer Manholes requiring GPS location of manhole rim only -	448

**Storm Inlet Attribute Requirements**

- Inlet ID - Provided by City
- Node ID - Provided by City
- Storm Inlet Type - JEO to populate, picklist enabled by City, require definition of values
- Storm Inlet Material - JEO to populate, picklist enabled by City
- Rim Elevation - JEO to collect missing values, provide coordinate via .CSV file
- Flow Elevation - City to calculate actual invert elevation based on Rim Elevation and Depth calculation in GIS Editing environment and reconcile with Production GIS
- Depth - JEO to populate to nearest 0.01 feet
- Inlet Opening - JEO to populate, picklist enabled by City, require definition of values, new values not included in picklist to be entered in “Comments” field.
- Number of Inflows - JEO to populate with field observed values. Private storm mains will be counted as inflows, and pipe attributes added to “Comments” field
- Storm Lid Type - JEO to populate, picklist enabled by City, require definition of values
- Is Inlet Labeled? - JEO to populate
- Surveyed By - JEO to populate with “JEO” and crew chief initials
- Survey Date - JEO to populate using date and time picker
- Criticality Factor - JEO to remove value of “1” after submitting attribute edits
- X Coordinate: - Collected by JEO survey crew, delivered in .CSV file
- Y coordinate: - Collected by JEO survey crew, delivered in .CSV file
- Photo attachments will be added to features

**Storm Manhole Attribute Requirements**

- Node ID - Provided by City
- Storm Manhole Type - Provided by City, JEO to report inconsistencies to City
- Storm Manhole Material - JEO to populate, picklist enabled by City
- Storm Manhole Size - JEO to populate, picklist enabled by City, new values not included in picklist to be entered in “Comments” field.
- Storm Manhole Style - JEO to populate, picklist enabled by City
- Rim Elevation - JEO to collect missing values, provide coordinate via .CSV file
- Flow Elevation - City to calculate actual invert elevation based on Rim Elevation and Depth

## JEO CONSULTING GROUP INC

- Depth - calculation in GIS Editing environment and reconcile with Production GIS
- Number of Inflows - JEO to populate to nearest 0.01 feet.
- Storm Lid Type - JEO to populate with field observed values. Private storm mains will be counted as inflows, and pipe attributes added to "Comments" field
- Is Manhole Labeled? - JEO to populate, picklist enabled by City, require definition of values
- Surveyed By - JEO to populate
- Survey Date - JEO to populate with "JEO" and crew chief initials
- Inspection Status - JEO to populate using date and time picker
- X Coordinate: - JEO to remove value of "1" after submitting attribute edits
- Y coordinate: - Collected by JEO survey crew, delivered in .CSV file
- Photo attachments will be added to features

### Storm Pipe Attribute Requirements

- Pipe ID - Provided by City
- Storm Pipe Type - JEO to populate, picklist enabled by City
- Storm Pipe Material - JEO to populate, picklist enabled by City
- Upstream Node ID - Provided by City
- Downstream Node ID - Provided by City
- Upstream Flow Elevation - JEO to enter Depth for from rim into this field, City to calculate actual invert elevation based on Rim Elevation minus depth calculation in GIS Editing environment and reconcile with Production GIS
- Downstream Flow Elevation - JEO to enter Depth for from rim into this field, City to calculate actual invert elevation based on Rim Elevation minus depth calculation in GIS Editing environment and reconcile with Production GIS
- Line Size - JEO to populate this field, City to populate "Diameter" and "Round eq." fields
- Pipe Shape - JEO to populate, picklist enabled by City, require definition of values
- Inspection Status - JEO to remove value of "1" after submitting attribute edits
- Photo attachments will be added to features, at locations deemed appropriate by City

### Storm Channels

- Storm Channel Type - JEO to populate, picklist enabled by City
- Bottom Material - JEO to populate, picklist enabled by City
- Channel Side Material - JEO to populate, picklist enabled by City
- Upstream Node ID - Provided by City
- Downstream Node ID - Provided by City
- Upstream Flow Elevation - JEO to collect XYZ location of connected Storm Node and deliver via .CSV file
- Downstream Flow Elevation - JEO to collect XYZ location of connected Storm Node and deliver via .CSV file
- Liner Width - JEO to populate
- Surveyed By - JEO to populate with "JEO" and crew chief initials
- Survey Date - JEO to populate using date and time picker
- Inspection Status - JEO to remove value of "1" after submitting attribute edits
- Photo attachments will be added to features, at locations deemed appropriate by City

### Storm Nodes (intersecting Storm Channels)

- JEO to collect XYZ location of connected Storm Node and deliver via .CSV file
- Photo attachments will be added to features, at locations deemed appropriate by City

### Sanitary Sewer Manhole

- JEO to collect XYZ locations at rim and include GIS ID, delivered via .CSV file



## JEO CONSULTING GROUP, INC. ■ JEO ARCHITECTURAL, 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 ENGINEERS ARCHITECTS ■ JEO CONSULTING ENGINEERS ARCHITECTS

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.