



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

THIS IS AN AGREEMENT effective as of date signed by the owner ("Effective Date") between the City of Grand Island, 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:

Grand Island, Nebraska Heartland Park Shooting Renovations ("Project").

JEO Project Number: 171601.00

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: As stated in Exhibit 'A'.
- 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**

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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, Nebraska

Engineer: JEO Consulting Group, Inc.

Roger G. Steele

David C. Henke

By: Roger G. Steele

By: David C. Henke

Title: Mayor

Title: Senior Project Manager

Date Signed: 9/25/2020

Date Signed: September 23, 2020

Address for giving notices:

Address for giving notices:

City of Grand Island

JEO Consulting Group, Inc.

PO Box 1968

1937 North Chestnut Street

100 E. First Street

Wahoo, Nebraska 68066

Grand Island, NE 68802-1968

## **EXHIBIT A SCOPE OF WORK**

The goal of the project is to provide new baffles for the rifle range at the Heartland Shooting Park. The work will include investigation of a baffle system that can withstand bullet impact that limits damage to the baffle. Anticipated maximum caliber is a .338 Winchester Magnum. The baffle will be designed to cover the sight area and an assessment of 'blue sky' will be required. Services include design, bid and construction phase services.

### **1. Project Management**

- a. Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
- b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback through construction.
- c. Provide oversight to ensure scope of services and schedule is met.
- d. Work with disciplines to identify potential risks and how to mitigate those risks.
- e. Review billed hours by design team and prepare invoice statements for Owner.

### **2. Meetings**

- a. Prepare for and attend a design kick-off meeting with Grand Island staff at the Heartland Shooting Park.
- b. Prepare for and attend 90% submittal review, plan in hand meeting at the Heartland Shooting Park.

### **3. Design**

- a. Conduct a site visit to investigate alternate baffle systems like the new Platte River State Park range the Nebraska Outdoor Education Center range in Lincoln, NE.
- b. Prepare a 60% plan set to include cover sheet, site plan and baffle details.
- c. Prepare a 60% preliminary opinion of cost for the improvements.
- d. Prepare draft Specifications, including technical specifications related to the materials and installation for improvements.
- e. Conduct an internal QA/QC review of the plan set.
- f. Conduct QC review of deliverables, revise as needed and submit to Owner.
- g. Attend a conference call meeting with the Owner to review the preliminary plan set for input and concurrence.
  - i. Review preliminary opinion of cost.
  - ii. Review baffle details.
  - iii. Review locations of baffle repairs.
  - iv. Review needed specifications and special construction needs.
- h. Prepare a 90% plan set to include the revised sheets from the 60% plan set.
- i. Prepare final Specifications, including technical specifications related to the materials and installation for the improvements.
- j. Prepare a 90% preliminary opinion of cost.

- k. Conduct QC review of deliverables, revise as needed and submit to Owner.
- l. Attend a plan in hand meeting with the Owner to review the preliminary 90% plan set for input and concurrence. Coordinate with the city of Grand Island to prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.

#### 4. Construction Phase Services

- a. Attend a Pre-construction Conference(s) prior to initiation of construction. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc.
- b. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer to compare the selected materials and equipment with the specifications to ensure compliance.
- c. Prepare for and attend monthly progress meetings, 1 anticipated. Conduct informal progress meetings on site with the project engineer, observer and Contractor(s) to review the status of construction. JEO will record and submit minutes from these meetings to the project participants, as appropriate.
- d. Conduct field observation, on a part time basis, of the project to assure the construction is completed in accordance with the contract documents. The field construction timeline is assumed to be 30 calendar days with two site visits per week, 4 hours on site each visit. Onsite personnel will prepare and keep detailed notes, computations and measurements; records of quantities of pay items used in the work; results from tests, certifications, and/or other basis of acceptance for the work; a record of the contractor's operations; and catalog time-stamped photos documenting both preconstruction and post-construction, as necessary. Provide interpretation of the plans and specifications and visit the site at the request of the Owner.
- e. Review pay applications and prepare one change order.
- f. Set survey control and provide construction staking.
- g. Conduct a substantial completion inspection and final inspection of the project with the prime Contractor and the Owner to assure components of the project have been completed and are acceptable to all parties prior to final payments. A list of items (also known as a Punch List) will be produced for the Contractors to complete prior to the entire final payment being released. Recommend to the Owner the acceptance of the project, and complete the necessary certificates. This recommendation 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 drawings, specifications and contract documents.

**5. Deliverables**

- a. Monthly Invoices and Progress Reports.
- b. Construction reports as necessary.
- c. Digital photos (preconstruction, construction phase and post construction).
- d. Documentation of punch list items and resolution with associated correspondence.
- e. Three hard copies of the plans, narrative and specifications at appropriate design submittal stages.
- f. Two hard copy sets of the final documents and a PDF.
- g. Electronic deliverables will be on CD and include the AutoCAD drawings packaged with all layer reference files.

**6. Project information format**

JEO will follow the Owner’s standard procedures and guidelines in preparing plans.

**7. Services Not Part of This Scope**

- a. Laboratory sampling and materials testing.
- b. Environmental permitting and/or mitigation.
- c. Full time resident project representation.
- d. Payment of agency review and permitting fees.
- e. Meetings not identified above.
- f. Testing of baffle equipment is by Owner.

**8. Schedule**

- 1. Anticipated Notice to Proceed October 2020
- 2. 60% submittal 30 days after NTP
- 3. 90% submittal 60 days after NTP
- 4. 100% submittal 75 days after NTP
- 5. The anticipated construction contract award would be in 2021. Construction per Contractor schedule estimated at 60 days.

**9. Fee (Lump Sum)**

1.	Design	\$33,180
2.	Construction	<u>\$10,820</u>
	Total	\$44,000

## 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 harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,

## JEO CONSULTANTS, INC. JEO ARCHITECTS, INC.

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.