



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

Agenda Item # 16
Date 11/2/22

THIS IS AN AGREEMENT effective as of September 12, 2022 ("Effective Date") between Dodge County, 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:

Development of an Application-Ready Mitigation Project in West Fremont ("Project").

JEO Project Number: 201901.00

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.

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: \$205,990.00 (Lump Sum)
- 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
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:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer: JEO Consulting Group, Inc.

 _____

By: Kevin Kruse, PE _____

Title: Senior Project Manager _____

Date Signed: 9/12/2022 _____

Address for giving notices:

JEO Consulting Group, Inc. _____

142 West 11th Street _____

PO Box 207 _____

Wahoo, NE 68066 _____



Exhibit A: Scope of Work

DODGE COUNTY, NEBRASKA

Dodge County – Development of an Application-Ready Mitigation Project in West Fremont

Project Number: 201901.00

PROJECT OVERVIEW

The areas of west Fremont and Inglewood, particularly the riverfront and lake communities, were hard hit during flooding in 2019. While the flooding in this area was devastating, this same area regularly sees flooding due to seasonal high water as well as ice jamming.

Dodge County took the lead in developing a FEMA BRIC grant application for a scoping project. This project will review hydrology and hydraulics of the area, identify potential solutions, screen the solutions and make recommendations for implementation (including a funding plan).

JEO is anticipating completing this project in two separate phases. This phases approach is being implemented as the potential solutions are not yet knows and the size and scale may vary dramatically. This approach will allow the project sponsors (Dodge County, City of Fremont and the Lower Platte North NRD) to make an informed decision on how to proceed and best utilize the grant funds available through the BRIC program.

TASK SUMMARY

Phase 1 – Evaluation and Project Screening

- Step 1: Project Kick-Off & Data Gathering
- Step 2: Stakeholder Engagement (Evaluation Phase)
- Step 3: Hydrologic and Hydraulic Analysis
- Step 4: Alternative Identification
- Step 5: Project Screening and Preliminary BCA
- Step 6: Selection of Preferred Alternatives and Final Study Phase Deliverables
- Step 7: Initial Review with NEMA/FEMA

Phase 2 – Design and Grant Application (Final scope to be determined upon completion of Phase 1)

- Step 8: Design of Preferred Alternative(s)
- Step 9: Stakeholder Engagement (Design Phase)
- Step 10: HMGP/BRIC/FMA or other Grant Application

SCOPE OF WORK

Phase 1 – Evaluation and Project Screening

STEP 1: PROJECT KICK-OFF & DATA GATHERING

1.1: Project Management (Evaluation Phase)

JEO will provide a project manager (PM) who will be responsible for developing and monitoring a comprehensive plan of work defining the project goals and priorities. This project scope shall serve as the plan of work. The PM will organize, manage, and coordinate the disciplines required to accomplish the scope of services. The PM will also be responsible for maintaining the project schedule, budget, and

work quality. JEO will ensure all deliverables are professionally produced and receive proper quality assurance and quality control (QA/QC) from the QA/QC Manager.

1.2: Study Level Field Survey and Site Visits

The JEO evaluation team will perform a site visit during the course of the evaluation phase. The site visit will be attended by the Project Manager, Lead H&H Modeling Engineer and the Lead Design Engineer. The meeting will be coordinated with the Dodge Co. Emergency Manager and the Dodge Co. Roads Superintendent. The purpose of the site visit will be to review the existing site conditions, reviewing locations of previous damages and reviewing potential alternative improvements. During the site visit the team will also identify specific areas requiring additional field survey.

Following the site visits by the evaluation team, JEO will mobilize a survey crew to collect necessary data. This data may include locations and or sizes of existing culvert/storm sewer pipes, roadway profiles or other information that may be pertinent to the evaluation/screening phase. This information will not constitute a complete topographic survey and it is anticipated that additional survey will be required once a final alternative is selected and proceeds toward a final design. The field survey is limited to 40 manhours for this phase.

1.3: Existing Data Gathering and Review

JEO will work with various local, state and federal agencies to compile available data that may be useful for model development and evaluation. It is anticipated that this data may include:

Dodge County/City of Fremont

- Assessor's property information
- Storm Sewer database
- County road culverts and ditches
- Current and future land use
- Previous flood damages (locations and FEMA documentation)

Lower Platte North NRD

- O&M information on any NRD operated infrastructure
- Flood fighting information

NeDNR/USGS

- Post 2019 flood LiDAR and imagery
- Elkhorn and Platte River flow data and flood studies

1.4: Previous Flood Damage Documentation

JEO will request flood damage documentation on residential and agricultural properties in the study area. This information could include photographs, insurance claims, news reports etc from any and all high-water events (not only 2019). This information will be used to validate the findings of the existing conditions modeling as well as for the future benefit cost analysis.

Step 1: Key Responsibilities/Assumptions

- It is anticipated that Dodge County/City of Fremont/Lower Platte North NRD will assign a single point of contact (POC) for the project for day to day communications.
- It is anticipated that the POC will assist JEO with acquiring permission for access to private

property if necessary.

- Full topographic survey of the project area is not included.
- Deliverables:
 - Monthly invoices and progress reports.
 - Meeting agendas, materials, and minutes for facilitated meetings.

STEP 2: STAKEHOLDER ENGAGEMENT (EVALUATION PHASE)

2.1: Project Sponsor Meetings

Sponsors for this project include Dodge County, the City of Fremont and the Lower Platte North NRD. During the evaluation phase, JEO will attend up to four (4) sponsor meetings to provide updates as well as answer questions. It is anticipated that the first of these meetings will be scheduled to coincide with the following milestones:

- Existing conditions modeling effort
- Alternative mitigation activities review
- Review of screening findings and discussion of preferred alternative(s)
- Review of evaluation deliverables, recommendations and funding plan

Additional sponsor meetings are anticipated during Phase 2 and a specific scope for these meetings will be developed following the selection of a preferred alternate.

2.2: JWMAB Meetings

During the evaluation phase, JEO will attend up to two (2) Joint Water Management Advisory Board (JWMAB) meetings to provide an update on the status of the project and relevant findings. JEO will coordinate with the Dodge County Emergency Manager on the timing of these meetings and the specific talking points but it is anticipated that the meetings will generally coincide with the following milestones:

- Review of screening findings
- Review of evaluation deliverables, recommendations, and funding plan

Additional JWMAB meetings are anticipated during Phase 2 and a specific scope for these meetings will be developed following the selection of a preferred alternate.

2.2: Community Open Houses

During the evaluation phase, JEO will facilitate and attend one Open House meetings. It is anticipated that these meetings will be held in Fremont and the POC will assist in arranging a suitable location. The JEO team will develop a meeting invite and provide to the POC for distribution. The Open Houses will provide information on the overall project intent as well as the findings to date and will coincide closely with the schedule of the JWMAB meetings. The Open Houses will be attended by select members of the evaluation team with specific technical understanding of the project that will be able to answer detailed questions if necessary.

Additional community meetings may be necessary as the preferred alternative proceeds into final design and a specific scope for these meetings will be developed when appropriate.

Step 2: Key Responsibilities/Assumptions

- The POC will assist in selection of an Open House location and distribution of invitations/notices
- The POC will assist/attend One-on-One meetings with landowners
- Additional stakeholder engagement is anticipated during the design phase and a scope for those meetings will be developed upon selection of a preferred alternative.

STEP 3: HYDROLOGIC AND HYDRAULIC ANALYSIS

3.1: Hydrologic Evaluation

The JEO team will utilize hydrology developed as part of the Rawhide Creek Watershed WFPO project, including the USACE Lower Platte River Hydrology study.

3.2: Hydraulic Evaluation

The JEO team will develop a Platte River 2D hydraulic model for the area. The hydraulic model will be based on models currently being developed for the Rawhide Creek WFPO project JEO is currently working on. The hydraulic model will be advanced with detailed information relevant to the study area for the purposes of evaluating the flood impact risk factors and coordination with alternative development:

- Flooding frequency
- Depth of flooding
- Velocity
- Other impact factors as appropriate

Step 3: Key Responsibilities/Assumptions

- The H&H modeling and flood risk assessment will focus Platte River flood impact factors
- The H&H modeling will be completed for a variety of return periods and will serve as the basis for future design and BCA efforts.

STEP 4: ALTERNATIVE IDENTIFICATION AND CONCEPTUAL SCREENING

4.1: Evaluate and Prioritize Alternatives for Screening

JEO will review and prioritize the following alternative categories and example types to determine hydraulic impacts or other flood risk/damage reduction potential as part of the screening and development of preferred alternatives to move forward for further analysis. Prioritization will be based on stakeholder and public feedback, relative flood risk reduction effectiveness, and concept level cost effectiveness.

- Overflow path improvements/road closure mitigation and associated components – up to three alternatives
 - Dedicated/directed overflow path of Platte River overflows safely through the network of sandpit lakes
 - Modifications in Hormel Park to improve conveyance during ice-jamming events
 - By-pass channel
 - Tree clearing
 - Removal/Replacement/Hardening existing County or City culvert crossings (up to 4 locations)

- Strategic road raises
 - Improved access plan for lake communities
 - Road/Berm raise of County Rd. 19
 - Road/Berm raise of Ridge Rd/Ridgeland Ave.
- Improvements to Farmland Levee (up to two alternatives)
 - Strategic resiliency improvements (non-accredited levee)
 - Potential for levee raises to achieve accreditation based on best available Platte River modeling
- Programmatic Flood Risk Reduction Actions
 - Flood warning approach and integration with other flood warning/planning actions
 - Potential for CRS class improvement in conjunction with other selected flood risk reduction actions
 - Ice jam impact reduction strategy
- Nonstructural mitigation activities (up to two alternatives)
 - Actions complimentary to/in conjunction with structural alternatives
 - Flood risk reduction for structures not benefited by other alternatives
 - Detailed description of nonstructural activities below

Additional alternatives can be evaluated but additional fees may be necessary. For nonstructural mitigation, it is assumed at this time there is not a desire to consider a nonstructural project as a complete replacement for possible structural actions.

4.2: Nonstructural Mitigation Activities

Nonstructural flood risk management actions can effectively reduce flood damage and support the elimination of life loss from occurring during a flood event. Nonstructural flood risk management are the physical actions and nonphysical programs implemented in response to flooding. The physical actions generally consist of five techniques (elevation, wet or dry floodproofing, basement abandonment, relocation, and acquisition) applied to existing buildings or proposed development. The nonphysical programs (floodplain mapping, emergency preparedness plans, flood warning, evacuation plans, land use regulations, building codes, and flood risk communication) are implemented and supported through government entities to develop or maintain community resiliency

Nonstructural flood risk management alternatives will be considered for individual buildings and in combination with structural alternatives. The following activities are proposed for developing the nonstructural flood risk management plan:

- **Project Area Site Visit**
 - Participate in a vehicular site visit of the project area, noting areas of primary risk.
- **Flood Mitigation Discussions with Sponsor and Stakeholders**
 - As opportunities become available, meet with the BRIC project sponsor(s) to identify risk mitigation preferences and to cover the benefits and challenges associated with nonstructural mitigation. With approval and support from the BRIC project sponsor(s) extend discussion to additional local, regional, and state entities.

- **Nonstructural Mitigation Evaluation Considerations**
 - Stand-alone nonstructural evaluation. Based upon hydrologic conditions and individual structure characteristics, evaluate the flood risk for individual structures and identify the most effective flood risk reduction technique for implementation.
 - Nonstructural compliment of structural plan. In conjunction with structural alternative(s), the hydrologic conditions and individual structure characteristics, evaluate the risk to buildings exposed to flooding and identify the most effective flood risk reduction technique for implementation.
- **Nonstructural Evaluation of Residential and Nonresidential buildings**
 - Identify the most feasible nonstructural mitigation techniques for residential and nonresidential buildings by sector, neighborhood or communitywide implementation.
- **Assess and Identify Potential Nonphysical Benefits for Reducing Flood Risk**
 - Evaluate existing programs and identify other flood related programs which could provide benefits to the community of individuals.

4.3: Conceptual Level Screening for Unfeasible Alternatives

JEO will review the alternatives as outlined above and will screen for high-level practicality. It is anticipated that approximately 2-4 alternatives will be eliminated from further consideration based on practicality or other viability, leaving 3-4 alternatives to move forward to the final screening task.

Step 4: Key Responsibilities/Assumptions

- Alternatives for preliminary screening will be conceptual in nature and only include a high-level cost opinion or estimation of benefits at this time. This cost opinion should only be used for 'order of magnitude' estimates. A more thorough opinion of cost will be prepared for the 3-4 alternatives moving forward to the final screening task.
- Preliminary screening will not include a quantitative review for regulatory compliance. Prioritization and selection will be based on stakeholder and public feedback, relative flood risk reduction effectiveness, and concept level cost effectiveness based on professional judgement.
- Alternates eliminated from consideration will include a summary of the decision for documentation purposes.

STEP 5: PROJECT SCREENING

Following the Conceptual Level Screening in Step 4 (above) it is anticipated that 3-4 alternatives will be screened in Step 5. It is anticipated that the screening will be implemented in two steps: Preliminary Screening and Final Screening. If at any point a smaller standalone alternate is identified that the project sponsor's feel should be immediately implemented, that alternate may be removed from future screening process and proceed directly to an implementation stage. The screening is anticipated to follow the following process:

- Preliminary Screening (starting with 3-4 alternates)
 - Screening Criteria as identified by Project Sponsors but likely to include:
 - Preliminary Cost Opinion
 - Preliminary Real Estate Implications
 - Preliminary Regulatory Implications

- Preliminary Screening process will identify 2-3 alternates to move forward to Final Screening
- Final Screening (starting with 2-3 alternates)
 - Preliminary Screening Criteria as utilized in previous step
 - Preliminary Benefit Cost Analysis
 - Preliminary Funding Plan
 - Final Screening process anticipated to identify 1 Preferred Alternative

5.1: Development of Screening Criteria

During one of the Project Sponsor meetings (outlined above) JEO will facilitate a discussion to develop the screening criteria and process. Screening criteria may include but not be limited to: Overall project cost, funding eligibility, Qualitative Benefit Cost Analysis, property acquisition needs, impacts to other utilities/agencies, regulatory considerations, political acceptance. Following the meeting with the stakeholders, JEO will prepare a screening methodology and submit for review. The screening methodology will determine which characteristics will be needed for each alternate and will be specifically referenced by the project sponsors in making a final selection of a preferred alternative.

Following the review and approval of the screening methodology, the JEO team will begin populating the screening data for the practical alternatives.

5.2: Preliminary Cost Opinions

While the final screening criteria is not yet known, it is very likely that a preliminary estimate of project cost will be included. For each of the practical alternatives identified in Step 4 (3-4 alternatives), a preliminary opinion of cost will be developed. This opinion of cost will be based on recent bid tabulations in the area and will include contingencies for unknown items.

5.3: Preliminary Real Estate Needs

While the final screening criteria is not yet known, it is very likely that some analysis for real estate needs will be included. For each of the practical alternatives requiring real estate acquisition, conceptual real estate needs will be identified. This analysis will be based on the existing Dodge County assessor's GIS database and will be broken down by parcel for each alternative. Detailed title search or property research effort will not be completed for each alternative at this time but will likely be necessary for the preferred alternative during the final design tasks. Real estate needs developed at this stage should be considered preliminary and for the purpose of comparing alternatives with each other. A detailed real estate review for the preferred alternative will be refined during the final design phase.

5.4: Regulatory Review of Feasible Alternatives

JEO will request a meeting with representatives from the USACE to review the top 2-3 alternatives. The purpose of these meetings is to understand the preliminary regulatory impacts so that they can be incorporated into the final screening and selection of preferred alternatives. For this screening level assessment, a detailed wetland delineation or field work will not be completed, however this effort may be necessary for the preferred alternative during the final design phase.

5.5: Preliminary BCA for Select Alternatives

A preliminary BCA will be completed for 2-3 alternatives. The opinions of cost will be refined with any additional information and benefits for each alternative will be preliminarily determined. Benefits will

be preliminarily calculated as defined in the FEMA BCA Toolbox and anticipated to include potential items such as:

- Structural flood depth reduction
- Damage avoidance to utilities/infrastructure
- Residential displacement
- Social benefits
- Preservation of emergency services
- Environmental benefits

The BCA developed at this stage should be considered preliminary and should be only used for screening purposes only. The preliminary BCA will incorporate benefits that in the opinion of the project team will provide the most probable estimation of the project's viability and potential for outside funding. A more detailed final BCA will likely need to be completed and incorporated into a final grant application once an overall funding plan is determined.

5.5: Preliminary Funding Plan

A preliminary funding plan will be completed for 2-3 alternatives. This plan will focus on overall eligibility and identify potential sources for funding for screening decisions. A more detailed funding plan will be developed for the preferred alternative.

Step 5: Key Responsibilities/Assumptions

- Upon final approval of the screening methodology, the modifications to the methodology will be minor.
- Conceptual level cost opinions for 8-10 alternatives
- Summary of Regulatory Impacts for 3-4 alternatives
- Preliminary level cost opinions for 3-4 alternatives
- Preliminary level BCA for 2-3 alternatives
- Preliminary Funding Plan for 2-3 alternatives
- Development of a screening matrix that summarizes the impacts for each of the criteria as defined during the Project Sponsor meeting

STEP 6: SELECTION OF PREFERRED ALTERNATIVE AND FINAL EVALUATION DELIVERABLE

6.1: Selection of Preferred Alternative

During one of the Project Sponsor meetings (outlined above) JEO will facilitate a review of the screening process, and the sponsors selection of the preferred alternative. This decision will be based on screening criteria determined and populated in Steps 4 and 5.

6.3: Develop Funding Program for Preferred Alternative

Once the Project Sponsors have identified the preferred alternative(s), the JEO team will develop a funding program that in the opinion of the project team provides the most realistic opportunity for project implementation. It is anticipated that this funding program may include components such as:

- Local/Non-Federal (City of Fremont, Dodge County, Lower Platte North NRD)
- State/Non-Federal
- Water Sustainability Funds
- CDBG
- Economic Development Administration

- FEMA (BRIC, FMA etc)
- Nebraska State Revolving Fund (SRF)

6.4: Final Evaluation Deliverables

JEO will prepare a final deliverable to document the H&H analysis, alternatives development and screening process. The final deliverable will include necessary maps, figures and data as necessary to document the decision-making process. The final evaluation will also include a recommendation of the steps necessary for implementation of the preferred alternative(s) that can be further scoped in Phase 2.

STEP 7: INITIAL REVIEW WITH NEMA/FEMA

7.1: Review Preferred Alternative and Draft BCA with NEMA/FEMA

During the development of the final deliverable, JEO will facilitate and attend a meeting with representatives of NEMA and FEMA to review the preferred alternative. It is anticipated that the preliminary project scope as well as the preliminary BCA will be reviewed, and NEMA/FEMA will provide input on the eligibility of the preferred alternative for FEMA construction funds if applicable as outlined in the funding program.

Phase 2 –Design and Grant Application

The purpose of Phase 1 – Evaluation, Development of Alternatives and Screening is to identify, screen and ultimately scope the effort required effort for all Phase 2 –Design and Grant Application.

Since the size and scope of Phase 2 is not known at this time, the fees have been estimated. It is anticipated that at the completion of Phase 1 JEO and the Project Sponsors will review the remaining items for implementation and discuss an amendment to both detail the remaining scope items as well as make any adjustments necessary to the fees.

Generally, the Phase 2 services will include the following tasks, but may be modified pending the results of the Phase 1 evaluation. Depending on the size and scope of the preferred alternative and the findings in the funding program developed in Phase 1, the Design Advancement may be postponed so that the cost can be incorporated into the funding request(s).

STEP 8: DESIGN ADVANCEMENT OF PREFERRED ALTERNATIVE(S)

JEO will advance the design of the preferred alternative. At this time the size and scale of the preferred alternative is unknown, and the level of completion of the design documents will be tailored into the available funding in this phase. It is anticipated that any remaining design tasks can be added by amendment pending any future funding. The advancement of the design (prior to grant application) will be to increase the likelihood of funding ant to identify or remove any potential obstacles from project implementation.

STEP 9: FINAL GRANT APPLICATION

It is anticipated that JEO will develop final grant application(s) for construction funds based on the final design of the alternative and cost opinion. If the size and scope of the preferred alternative is such that the currently obligated funds are not adequate to complete the final design and stakeholder engagement, those tasks may be delayed and budget for them incorporated into the funding request.

The opinion of cost and the project benefits will be updated throughout the project. At this time it is unknown specifically which outside funding sources will be the most applicable and the funding program will be determined in Phase 1.

Project Fee

JEO will provide the services described above in two phases. A final scope of service and associated fees for Phase 2 – Final Design and HMGP Application will be developed at the conclusion of Phase 1.

Owner will be billed monthly for services. A Task Series breakdown of the project fee is provided below. Additional services can be provided based upon current hourly rates as requested by the owner. JEO will begin work immediately following the receipt of Notice to Proceed. JEO reserves the right to redistribute budget among tasks so long as the total fee amount does not change.

Project Tasks		Base Fee
Step 1	Project Kick-Off & Data Gathering	\$9,280.00
Step 2	Stakeholder Engagement (Evaluation Phase)	\$ 19,940.00
Step 3	Hydrologic and Hydraulic Analysis	\$7,180.00
Step 4	Alternative Identification	\$48,110.00
Step 5	Project Screening	\$ 30,910.00
Step 6	Selection of Preferred Alternatives and Final Deliverables	\$29,750.00
Step 7	Initial Review with NEMA/FEMA	\$4,420.00
Total Phase 1 – Evaluation and Project Screening		\$149,590.00
Step 8	* Design Advancement of Preferred Alternative(s)	\$33,200.00
Step 9	* Final Grant Application	\$23,200.00
Total Phase 2 – Final Design and HMGP Application		\$56,400.00
Total Project		\$205,990.00

*A final scope and associated fee will be developed for Phase 2 – Final Design and HMGP Application at the completion of Phase 1 and the selection of the preferred alternative.

SERVICES NOT INCLUDED IN PHASE 1

- Additional meetings not mentioned in the above scope
- Regulatory permits
- Website hosting, maintenance, or other social media posts (beyond GIS Storyboard)
- Additional biological surveys or compliance with other agency requests not outlined in the scope of

EXHIBIT A: SCOPE OF WORK

Dodge County – Development of an Application-Ready Mitigation Project in West Fremont

services

- Water quality sampling, stream gaging, analysis, or data acquisition
- Other data collection not outlined in the scope of services
- Design plans and cost estimates beyond conceptual/preliminary level
- Section 404, floodplain, or other permit applications
- Field investigation for wetlands or Waters of the US
- Field investigation for Nebraska Stream Condition Assessments Procedure (NeSCAP)
- Final design or construction engineering services
- Property, deed, or title searches
- Preparation of an Environmental Impact Statement (EIS)

A detailed scope will be developed for Phase 2 upon the completion of Phase 1.

PROJECT SCHEDULE

The anticipated project schedule is shown below. JEO will coordinate with Dodge County, City of Fremont and LPNNRD to ensure the schedules for project tasks are modified or maintained as needed. It is anticipated that Phase 1 of the project will be completed within 12 months of receiving notice to proceed.

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, and expenses (including but not limited to all fees and charges of

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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.