



AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Agenda Item # 16
Date 7/14/21

THIS IS AN AGREEMENT effective as of July 8, 2021 ("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:

Elkhorn Township Drainage Improvement ("Project").

JEO Project Number: 181941.00

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: \$739,580.00 (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:	Engineer: JEO Consulting Group, Inc.
_____	 _____
By: _____	By: Kevin Kruse, PE _____
Title: _____	Title: Senior Project Manager _____
Date Signed: _____	Date Signed: 7/8/2021 _____
Address for giving notices:	Address for giving notices:
_____	JEO Consulting Group, Inc. _____
_____	142 West 11 th Street _____
_____	PO Box 207 _____
_____	Wahoo, NE 68066 _____



Exhibit A: Scope of Work
DODGE COUNTY, NEBRASKA
Dodge County – Elkhorn Township Drainage Evaluation
Project Number: 181941.00

PROJECT OVERVIEW

The original Elkhorn River Drainage District was formed in 1909 and was in place until 1929, with the intention to maintain a series of ditches east of Fremont to reduce flooding and enhance agricultural operations. Since that time, inconsistent maintenance has resulted in sediment and vegetation-filled channels, hindering the systems' ability to convey stormwater from Fremont to the Elkhorn River.

Recently Dodge County; in partnership with the City of Fremont and the Lower Platte North NRD; were awarded FEMA Hazard Mitigation Grant Program (HMGP) funds with an Advanced Assistance grant. These funds are intended to be utilized for evaluating the existing conditions, development and screening of improvement alternatives, selection of a preferred alternative, development of a design and final grant application package for construction funds through FEMA's HMGP.

To accomplish this task JEO has developed the following scope of work broken down into two phases. The work associated with the evaluation phase will be initiated immediately upon authorization. The scope of work for "Phase 2 – Final Design and HMGP Application" presented in this authorization is brief and it is anticipated that upon completion of "Phase 1 – Evaluation, Development of Alternatives and Screening" a detailed scope of work for the subsequent tasks will be completed.

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 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 purpose of the site visit will be to review the existing site conditions for the purpose of developing a comprehensive existing conditions model and also reviewing potential alternative improvements. During the site visit the team will also identify specific areas requiring detailed 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 and channels. 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.

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

Lower Platte North NRD

- Seasonal groundwater levels
- O&M information on NRD operated ditch network

NeDNR/USGS

- Post 2019 flood LiDAR and imagery
- Groundwater well registrations
- 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.

EXHIBIT A: SCOPE OF WORK

Dodge County – Elkhorn Township Drainage Improvement

- 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: Stakeholder Meetings

During the evaluation phase, JEO will attend up to two meetings of the Joint Water Management Advisory Board (JWMAB) to provide updates as well as answer questions. During these meetings JEO will provide a written status report and present findings to date. It is anticipated that the first of these meetings will be scheduled to coincide with the existing conditions modeling effort. The second meeting will include a presentation of the alternative actions and the preferred alternative.

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

2.3: One-on-One Property Owners Meetings

During the final development and selection of recommended projects it is anticipated that specific one-on-one meetings with individual property owners may be beneficial. These meetings may be used to vet the acceptance of projects and to preliminarily discuss any land acquisition that may be necessary for a particular improvement. These meetings are for information purposes for the development of the alternatives and should not be considered negotiation meetings for land acquisition. (up to 10 meetings)

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 develop a Hydrologic analysis using the HEC-HMS modeling software. Rainfall depths for applicable storms will be obtained from NOAA Atlas 14. Contributing drainage areas will be

delineated using the most recent available LiDAR information and sized appropriately based upon potential alternatives. Land use will be obtained from the National Land Cover Dataset and City of Fremont Land Use plans. Soil information will be obtained from the Web Soil Survey. Time of concentrations for individual sub-basins will be developed using TR-55 methodology.

3.2: Hydraulic Evaluation

The hydraulic evaluation will include a 1D/2D approach to analyze the pipe/ditch network for smaller storm events but also the overland flow conditions. The analysis will focus on main stem or trunk line infrastructure that impact flow conveyance across the entire study area. The analysis is not anticipated to include specific modeling of small lateral infrastructure that does not impact the overall flood extents. The analysis will be performed for a variety of storm events and not just the 100-year event and will be used as the basis of the alternative development as well as the Benefic Cost Analysis.

3.3: Groundwater Sensitivity Analysis

Seasonal groundwater levels in the area may have an impact on the performance of the existing drainage system. The JEO team will review the existing well log and/or monitoring well (if available) data and preliminarily evaluate the impacts of groundwater levels on the surface water drainage system. The evaluation will also include a sensitivity analysis to determine what impact (if any) the fluctuations in groundwater may have on the performance of the system.

3.4: Deficiency Identification

With the H&H and Groundwater Sensitivity Analysis underway, the JEO team will review the preliminary results to identify key deficiencies/bottlenecks in the system. These deficiencies are infrastructure that is either undersized or non-existent that could be improved to improve the performance of the system and may reduce the risk of flooding in the future.

Step 3: Key Responsibilities/Assumptions

- The H&H modeling will focus on trunk line/main stem infrastructure.
- The H&H modeling will be completed for a variety of storm events and will serve as the basis for future design and BCA efforts.

STEP 4: ALTERNATIVE IDENTIFICATION

4.1: Develop and Evaluate Alternatives for Preliminary Screening

JEO will formulate a reasonable list of alternatives targeted to meet flood reduction goals and other purposes identified. Alternatives will be sited based on the H&H analysis, collected resource information, and stakeholder input received. GIS will be used to identify appropriate drainage areas and initial sizing. Alignments/locations of infrastructure will be shown on maps. Detailed cost opinions and estimation of benefits will not be done for all alternatives at this time.

4.2: Preliminary Screening for Unfeasible Alternatives

JEO will facilitate and attend a meeting with Dodge County, City of Fremont and the Lower Platte North NRD to review the alternatives. It is anticipated that alternatives will be screened for high-level practicality. It is anticipated that some alternatives will be eliminated from further consideration, leaving 2 to 3 alternatives to move forward to the final screening task.

Step 4: Key Responsibilities/Assumptions

- Alternatives for preliminary screening will be conceptual in nature and not include a cost

- opinion or estimation of benefits at this time.
- Preliminary screening will not include a quantitative review for regulatory compliance

STEP 5: PROJECT SCREENING AND PRELIMINARY BCA

5.1: Development of Screening Criteria

JEO will facilitate a study session with Dodge County, City of Fremont and the Lower Platte North NRD to develop the screening criteria and process. Screening criteria may include but not be limited to: FEMA eligibility, 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 project characteristics will be needed for each project.

Following the review and approval of the screening methodology, the JEO team will begin populating the screening data for the practical alternatives identified in Step 4.

5.2: Preliminary Real Estate Needs

For each of the practical alternatives identified in Step 5, 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. Preliminary real estate needs for the preferred alternative will be refined during the final design phase and should only be used for screening purposes.

5.3: Preliminary Cost Opinions

Opinions of cost will be developed in two stages for the purposes of screening. For each of the practical alternatives identified in Step 4, a conceptual 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.

Following the preliminary screening process, it is anticipated that 2-3 alternatives will be selected to move forward to the Preliminary BCA. For these projects, the opinion of cost will be reviewed in further detail and refined.

5.4: Screening Refinement and Application

Throughout the screening process, refinements in the screening methodology may be necessary. If necessary, JEO will update the process one time to account for new information. Following the refinements, the screening methodology will be applied to the alternatives identified in Step 4. It is anticipated that 2-3 alternatives will be selected to move forward to the Preliminary BCA evaluation.

5.5: Preliminary BCA for Select Alternatives

A preliminary BCA will be completed for 2-3 alternatives. The opinions of cost will be refined as described in Step 5.3 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

5.6: Regulatory Review of Feasible Alternatives

JEO will facilitate and attend 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.

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
- Preliminary level cost opinions for 2-3 alternatives
- Preliminary level BCA for 2-3 alternatives

STEP 6: SELECTION OF PREFERRED ALTERNATIVE AND FINAL EVALUATION DELIVERABLE

6.1: Selection of Preferred Alternative for HMGP Funding

JEO will facilitate and attend a study session with Dodge County, City of Fremont and the Lower Platte North NRD to review and finalize the screening process and make a final recommendation on the preferred alternative. This decision will be based on screening criteria determined and populated in Steps 4 and 5. It is anticipated that the preferred alternative will maximize benefits for an eventual HMGP application for construction funds.

6.3: Develop Funding Program for Non-HMGP Alternatives

It is anticipated that not all of the practical alternatives will be eligible for HMGP funding. For these alternatives JEO will document a funding strategy for the various agencies to consider. Funding strategies may include local funds, state and/or federal programs.

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.

Step 6: Key Responsibilities/Assumptions

- The final preferred alternative will be a FEMA HMGP eligible alternative that maximizes federal funding.

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 HMGP construction funds.

Phase 2 – Final Design and HMGP Application

The purpose of Phase 1 – Evaluation, Development of Alternatives and Screening is to identify, screen and ultimately scope the effort required for all Phase 2 – Final Design and HMGP Application. While the specific project limits are not yet known, it is generally assumed that the preferred alternative will include ditch/channel improvements between 3.25 and 8.25 miles with construction costs between \$4.5 Million to \$6.0 Million. The final selection of the preferred alternative will have a direct impact on the specific scope and schedule of Phase 2 services. It is anticipated that a detailed scope for all Phase 2 services will be developed at the completion of Phase 1 prior to proceeding with any Phase 2 efforts.

Generally the Phase 2 services will include the following tasks, but may be modified pending the results of the Phase 1 evaluation.

STEP 8: DESIGN OF PREFERRED ALTERNATIVE(S)

JEO will develop a final design of the preferred alternative. It is anticipated that the final design will include construction plans, specifications and bid documents.

STEP 9: STAKEHOLDER ENGAGEMENT (DESIGN PHASE)

JEO will facilitate and attend a design phase community open house meeting. The final format and number of these meetings will be determined upon the selection of a preferred alternative.

STEP 10: FINAL BCA AND HMGP APPLICATION

JEO will develop an HMGP application for construction funds based on the final design of the alternative and cost opinion. The opinion of cost and the project benefits will be updated throughout the project. The HMGP application will include a final BCA based on the FEMA BCA Toolkit and project narratives.

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	\$30,600.00
Step 2	Stakeholder Engagement (Evaluation Phase)	\$ 32,610.00
Step 3	Hydrologic and Hydraulic Analysis	\$87,480.00
Step 4	Alternative Identification	\$88,060.00
Step 5	Project Screening and Preliminary BCA	\$ 71,520.00
Step 6	Selection of Preferred Alternatives and Final Study Phase Deliverables	\$47,380.00
Step 7	Initial Review with NEMA/FEMA	\$7,340.00
Total Phase 1 – Evaluation and Project Screening		\$364,990.00

EXHIBIT A: SCOPE OF WORK
 Dodge County – Elkhorn Township Drainage Improvement

Step 8	* Design of Preferred Alternative(s)	\$310,990.00
Step 9	* Stakeholder Engagement (Design Phase)	\$ 14,050.00
Step 10	* Final BCA and HMGP Application	\$49,640.00
Total Phase 2 – Final Design and HMGP Application		\$374,590.00**
Total Project		\$739,580.00

*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.

** The cost provided is based upon assumptions for known inputs of the FEMA BCA process such as real estate acquisition, long term maintenance, construction engineering (all of which are FEMA eligible expenses). The design budget presented in that application would generally be consistent with a brick-and-mortar project having construction costs of between \$2.75 and \$4.25 Million. For the purposes of this estimate, it is generally conservative to assume that those construction costs would include ditch/channel improvements for between 3.25 and 8.25 miles and may include widening, culvert improvements, fencing, seeding/erosion control. A project of this scale would require documentation of FEMA eligible benefits of \$4.5 to \$6 Million in order to secure FEMA funding for construction. For the detailed estimate please see attached fee breakdown.

SERVICES NOT INCLUDED

- 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 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)

PROJECT SCHEDULE

The anticipated project schedule is shown below. JEO will coordinate with Dodge County, City of Fremont and LPNDRD 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.

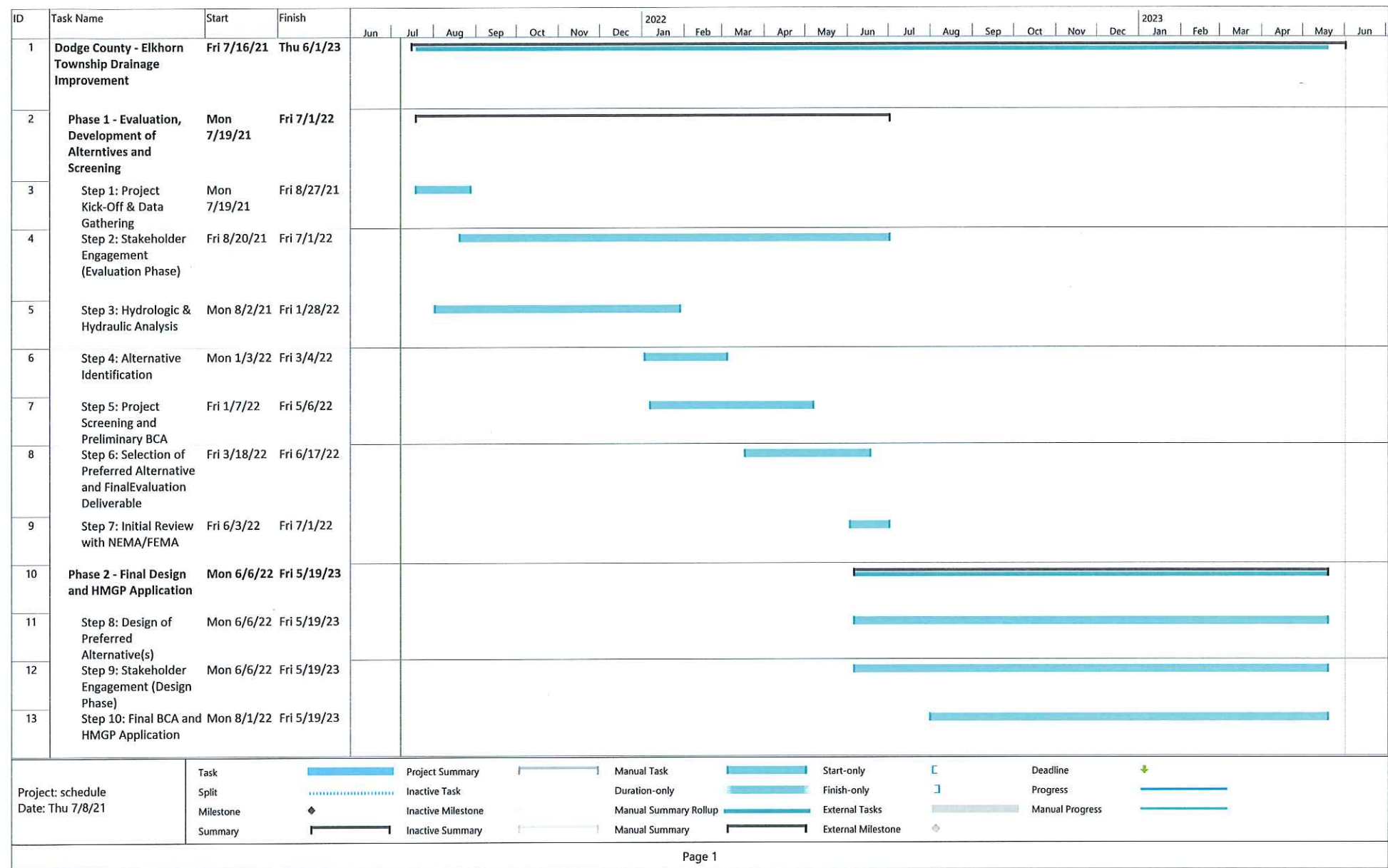
Dodge County Drainage Improvement Project
Detailed Fee Breakdown



Task	JED Hours														Project Cost/Estimate			Total Fee/Task	
	Project	PM	QA/QC	Serial PE	Senior PE	PE	ET	Lead Design Tech	Surveyor	Surveyor	Enrollment/Permitting	Agency/Permit	Agency/Permit	Agency/Permit	Agency/Permit	Agency/Permit	Agency/Permit		Agency/Permit
Phase 1 - Evaluation, Development of Alternatives and Screening																			
Step 1: Project Kick-Off & Data Gathering																			
Stakeholder Meeting (1 meeting to JEDMB in design phase)	2																		
Field Data Collection (2 meetings during design phase)	2																		
Review Flood Damage Documentation	2																		
Subtotal	6																		
Step 2: Stakeholder Engagement (Evaluation Phase)																			
Stakeholder Meeting (2 meetings to JEDMB in design phase)	2																		
Community Open House (2 meetings during design phase)	2																		
Open-Door Priority Outreach Meetings (2 meetings assumed)	2																		
Subtotal	6																		
Step 3: Hydrologic & Hydraulic Analysis																			
Hydrologic evaluation	20																		
Hydraulic evaluation of storm sewer and ditch network	20																		
Sensitivity analysis of groundwater impacts on system performance	4																		
Waterway delineation	2																		
Subtotal	46																		
Step 4: Alternative Identification																			
Develop and evaluate alternatives for screening	2																		
Preliminary review of screening alternatives	2																		
Subtotal	4																		
Step 5: Project Screening and Preliminary BCA																			
Develop screen of screening criteria and review with stakeholders	2																		
Identification of preliminary feasible alternatives	2																		
Preliminary cost estimates for feasible alternatives	2																		
Development of alternative screening characteristics	2																		
Preliminary Benefit/Cost Analysis for feasible alternatives	2																		
Review feasible alternatives with USACE to discuss potential environmental impacts	2																		
Subtotal	12																		
Step 6: Selection of Preferred Alternative and Final Evaluation Deliverables																			
Selection of preferred alternative for an HMGP fundable project	2																		
Development of preliminary funding program for non-HMGP projects	2																		
Final phase deliverables documenting the evaluation and screening process	2																		
Subtotal	6																		
Step 7: Initial Review with NEMA/FEMA																			
Review preferred alternative and draft HMGP Application with NEMA/FEMA	2																		
Subtotal	2																		
Phase 1 Total	76																		
Phase 2 - Final Design and HMGP Application																			
Step 8: Design of Preferred Alternative(s)																			
Data/FM survey and site visits for preferred alternative alignment(s)	2																		
Final Design (construction document development)	2																		
Environmental Regulatory permitting	2																		
Final cost estimate	2																		
Final report and construction documentation	2																		
Subtotal	10																		
Step 9: Stakeholder Engagement (Design Phase)																			
Stakeholder Meeting (1 meeting to JEDMB in design phase)	2																		
Community Open House (1 meeting during design phase)	2																		
Open-Door Priority Outreach Meetings (1 meeting assumed)	2																		
Subtotal	6																		
Step 10: Final BCA and HMGP Application																			
Update BCA with final cost estimate	2																		
Finalize BCA Narrative and HMGP Application	2																		
Subtotal	4																		
Phase 2 Total	32																		

* Final Scope and Fees for Phase 2 will be determined upon the completion of Phase 1 and selection of a preferred alternative. For the purposes of this estimate a preferred alternative with a construction cost of between \$2.75 Million to \$4.25 Million consisting of chain of 40 projects between 3.25 miles and 8.25 miles was assumed.

Phase 1 - Evaluation, Development of Alternatives and Screening \$ 364,990.00
Phase 2 - Final Design and HMGP Application \$ 374,590.00
Total Proposed Project \$ 739,580.00



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.