



City of Grand Island

Tuesday, February 28, 2017

Council Session

Item G-11

#2017-55 - Approving Agreement for Engineering Consulting Services Related to Moores Creek Drainage Extension

Staff Contact: John Collins, P.E. - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: February 28, 2017

Subject: Approving Agreement for Engineering Consulting Services Related to Moores Creek Drainage Extension

Presenter(s): John Collins PE, Public Works Director

Background

This project will plan, design and build the extension of the Moore's Creek Drainage Ditch to extend drainage to the southwest and to serve current areas as well as the proposed US Highway 30 realignment project. A potential route is shown on the attached exhibit. Design may be completed by internal City of Grand Island staff with assistance from the selected consultant. Detention cells may also be included as part of the project. This project is not part of the approved Capital Improvement Program but is recommended because of the time sensitive opportunity to save funds.

On November 25, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for the Moores Creek Drainage Extension, with twelve (12) potential respondents.

Discussion

Five (5) engineering firms submitted qualifications for the engineering services for Moores Creek Drainage Extension. JEO Consulting Group, Inc. of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for JEO Consulting Group, Inc.'s services will be provided on a time and materials basis with a maximum fee of \$165,600.00.

Based on an update of the project status for the Northwest Flood Control project from Central Platte Nebraska Resource District (CPNRD) the City's cost share for FY 2016/2017 has been reduced from the budgeted \$1,318,870.00 to \$600,000.00. Public

Works staff is requesting to use the difference of \$718,870.00 to begin work on the Moores Creek Drain Extension and help reduce overall City costs for this project by coordinating this work with the State of Nebraska US Highway 30 realignment project. Such coordination will provide the opportunity for some of this drainage project to be constructed as part of the US Highway 30 realignment. There is also the potential for a reduction in cost of the US Highway 30 realignment as Moore's Creek would provide borrow material for the roadway. In addition to the US Highway 30 realignment benefits the northwest part of the City has a need for this large drainage project as well, to handle water in the newly developed subdivision and commercial areas.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the agreement with JEO Consulting Group, Inc. of Omaha, Nebraska, in the amount of \$165,600.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE 2017 CAPITAL IMPROVEMENT PROJECTS**

RFP DUE DATE: December 13, 2016 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: November 25, 2016
NO. POTENTIAL BIDDERS: 12

SUMMARY OF PROPOSALS RECEIVED

HDR
Omaha, NE

JEO Consulting Group, Inc.
Wahoo, NE

EA Engineering
Lincoln, NE

Schemmer Associates
Lincoln, NE

Olsson Associates
Lincoln, NE

Felsburg Holt & Ullevig
Omaha, NE

Alfred Benesch & Company
Grand Island, NE

Miller & Associates
Kearney, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Keith Kurz, PW Engineer

P1925



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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between __City of Grand Island__ (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

_____ Moore’s Creek Drainage Extension Phase 1 _____ (“Project”).

JEO Project Number: ___R161975_____

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:
- 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: City of Grand Island

Engineer: JEO Consulting Group, Inc.

By: Mayor Jeremy Jensen

By: Kevin Kruse

Title: Mayor

Title: Water Resources Department Manager

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

City Hall

JEO Consulting Group, Inc.

100 E. First St.

142 West 11th Street

Grand Island, NE 68801

PO Box 207

Wahoo, NE 68066



EXHIBIT A - SCOPE OF SERVICES

Moore's Creek Drainage Extension – Phase 1
City of Grand Island, Nebraska

JEO Project # 161975

February 17, 2017

PROJECT BACKGROUND AND STUDY AREA:

The City of Grand Island (City) began a stormwater master plan in 2016 for the Moore's Creek watershed located in the western portions of the City. The primary goals of this project are to: assess drainage conditions within the City; identify Capital Improvement Program project needs to address drainage deficiencies; and to reduce flooding risks. Among the project recommendations developed for the master plan is an extension of Moore's Creek to better serve southwestern portions of the City. The drainage extension includes a series of ditches and detention cells generally located south of Old Potash Highway and east of Monitor Road. Refer to the attached concept plan for details on the proposed drainage extension.

PROJECT TASKS:

The consultant shall perform the following tasks for this project:

TASK I: PROJECT MANAGEMENT AND MEETINGS

Task 1.1 – Management

Project management will be maintained to inform team members of budget, schedule, milestones and feedback from City staff. This includes general project administration and monthly progress reports to be included with billing statements.

Deliverables – Deliverables will include the monthly progress reports.

Task 1.3 – Agency and Utility Coordination

Agency coordination meetings will be conducted separately with the USACE and NDOR to obtain feedback on the project route and identify permitting needs, among other objectives. Up to two (2) meetings are anticipated. The understanding is that the USACE has provided a determination to NDOR that there are no jurisdictional wetlands impacted by the proposed Highway 30 realignment project. However, the extent of NDOR's wetland delineation is unknown and needs to be reviewed in regard to the proposed Moore's Creek project. Coordination will also be conducted with utility companies via phone or email. No formal site visits or office meetings are anticipated for utility coordination.

Deliverables – Deliverables will include an agenda and minutes for each meeting.

Task 1.4 – Coordination with the City

Task 1.4.1 – Kickoff Meeting

A kick-off meeting will be held with the City at the outset of the project. The following topics may be discussed at project kick-off: project goals and objectives; review the scope; identify key contacts; and project schedule.

Task 1.4.4 – Monthly Progress Meetings

Periodic progress meetings (up to 4 meetings) will be conducted to review the project. Conference calls may be held in lieu of in-person meetings as needed.

Task 1.5 – QA-QC

Quality control reviews will be conducted periodically to ensure accuracy and completeness.

TASK 2: PRELIMINARY ROUTE EVALUATION

Task 2.1 – Refinement of Concept Route

The concept plan for the Moore’s Creek drainage extension will be further evaluated based upon several criteria, including but not limited to: property ownership, easements and right-of-way; topography; soil suitability; wetlands and other permitting implications; roadway crossings; and utilities. Up to two alternative routes will be evaluated for feasibility to identify the most viable option. Route evaluation will occur in conjunction with the stakeholder meetings. Based upon the above criteria, the drainage extension route will be finalized. Only one route will proceed towards concept plan refinement.

TASK 3: LANDOWNER MEETINGS

Task 3.1 – Fact Sheet

Prepare one (1) fact sheet to describe the purpose and location of the proposed project.

Task 3.2 – Landowner Meetings

Schedule and conduct one-on-one briefings with property owners within the project area. Property owners and other stakeholders will be provided an overview of the project and will be solicited for feedback and questions about the project, including potential willingness to cooperate with right-of-way or easement acquisitions. Up to ten (10) meetings are anticipated. It is assumed that multiple landowner meetings will occur in a trip and, at most, three (3) trips will be dedicated to landowner meetings.

Deliverables – Deliverables will include: meeting minutes for any landowner meetings; and a hardcopy and electronic copy of the fact sheet.

TASK 4: FIELD DATA COLLECTION

Task 4.1 – Topo Survey and Drawing

Topographic survey will be conducted to obtain stream cross-section geometry and overbank topography. LiDAR will also be utilized to supplement overbank topography. Bridge, culvert crossings, and other stormwater structures will also be surveyed to obtain pertinent physical parameters such as sizes, materials, alignment, obstructions, etc.

Right of Entry: The City will coordinate with the property owners as needed to obtain right-of-entry allowing survey crews access to private property. The limits of survey will be confirmed with the City prior to field work being completed. The investigation of alternate alignments may require additional field survey. If additional field survey is required beyond the initial data collection, additional fees may be required.

Task 4.2 – Utility Locating and Mapping:

JEO will schedule a utility locate and/or request for utility maps within the existing project areas and incorporate into drawings.

Task 4.3 – Right-of-Way and Easements:

Existing right-of-way and easements will be identified and incorporated into drawings. The City will assist and provide any available information regarding current right-of-way or easements in the proposed project area. Once final right-of-way and/or easements have been determined, the proposed boundaries will be included in drawings for the purpose of documentation.

Task 4.4 – Field Visit and Infrastructure Review

One (1) field visit will be conducted to: review the route alternatives (in conjunction with Task 2); identify existing structures such as bridges, culverts, ponds and detention cells; and identify other constraints that may impact project feasibility.

TASK 5: RIGHT-OF-WAY AND EASEMENT COORDINATION**Task 5.1 – Identification of Property Owners and Right-of-Way/Easement Needs:**

Identify areas that may potentially be needed for temporary easement (construction staging and access) and permanent easement or acquisition. Prepare right-of-way maps including legal description for temporary and permanent easements. It is anticipated that up to 12 total easements (permanent and temporary) will be needed. If additional easements or acquisitions are required, additional fees may be necessary.

Task 5.2 – Title Search

A title search will be performed for the subject properties identified in Task 5.1.

Task 5.3 – Appraisals

Appraisals will be conducted for the subject properties identified in task 5.1.

Task 5.4 – Easement Negotiation with Property Owners

Right-of-way and/or easements will be negotiated with property owners based upon the fair market values determined in Task 5.3.

Task 5.5 – Easement Documents

Right-of-way/easement documents will be prepared based upon the feasibility of acquisitions determined in Task 5.1.

Deliverables – Deliverables will include right-of-way and/or easement documentation.

TASK 6: GEOTECHNICAL EVALUATION**Task 6.1 – Subsurface Investigations / Borings and Analysis**

The project will consist of field exploration and laboratory testing under the guidance of a geotechnical engineer or geologist (as a subconsultant to JEO) to characterize the subsurface conditions. Up to five (5) borings will be obtained, each at approximately a depth of 30 feet. Associated lab testing from the newly obtained borings will be performed and results will be documented to assess suitability of material for other purposes such as borrow material.

The NDOR may perform subsurface investigations in support of the Highway 30 realignment project. If such investigations are deemed suitable for this project, Task 6 will be adjusted or excluded as appropriate.

TASK 7: PRELIMINARY DESIGN

Preliminary design is planned to consist of one formal submittal, a revised concept plan identifying the general limits of construction and right-of-way/easement needs.

Task 7.1 – Hydrology and Hydraulics

Existing hydrologic modeling efforts developed by JEO will be reviewed and utilized to assess performance characteristics of existing conditions and proposed detention cells for up to the 50-year design storm event. New hydraulic models will be developed utilizing HEC-RAS (1D, steady-state) to evaluate proposed channels and culvert crossings.

Task 7.2 – Culverts

The conceptual route for the Moores Creek Drainage Extension likely requires new culverts. It is assumed no bridges will be required. JEO will prepare a short memorandum of conceptual design information, which details pertinent design features for each structure, including preliminary costs.

Task 7.3 – Channels and Ditches

The current conceptual plan (see attachment) calls for reaches of channels ranging in bottom width between six (6) and 12 feet, with depths ranging from three (3) to five (5) feet, and 3:1 (H:V) side slopes. However, this will be reviewed and refined through Task 7.1. It is not anticipated that grade control structures will be required due to the relatively flat topography.

Task 7.4 – Detention Cells

The current conceptual plan (see attachment) identifies four (4) medium to large detention cell areas. Detention cell locations and sizes will be refined through Tasks 2 and 7.1 and incorporated into the revised concept plan.

Task 7.5 – Concept Plan Submittal

This will include drawings, memos, and cost opinions, as appropriate and commensurate with the revised concept plan.

- Deliverables will include a technical memorandum summarizing the methods and results of the H&H analyses of proposed improvements.
- Cost opinions for the proposed improvements
- Plans of the proposed improvements, including:
 - Cover sheet
 - Summary of general quantities sheet
 - Typical sections
 - General notes
 - Concept route plan view illustrating culverts, detention cells and channels
 - Limited vertical profiles and cross sections

TASK 8: PERMITTING

Task 8.1 – USACE Section 404 Coordination

- JEO will utilize previous wetland delineations that can potentially be obtained from NDOR. It is anticipated that additional wetland delineations will be required for the preferred drainage channel route.
- JEO will coordinate with USACE Section 404 staff to gather input for the 404 permitting approach.
- It is assumed that the actual 404 permit application preparation and submittal will occur in Phase 2 (Final Design), along with any required wetland delineations.

PROPOSED PROJECT SCHEDULE:

The schedule of this project is structured in a manner to provide approximate Phase 2 final design costs and land acquisition costs in sufficient time for the City to budget for Fiscal Year 2018 by July, 2017. Final completion of Phase 1 is anticipated by September 1, 2017.

* Note: Project schedules are dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the City and NRD. This schedule is also based upon an assumed notice to proceed in February 2017.

PROPOSED PROJECT FEE:

The consultant will provide the services described herein for a fixed fee amount of \$165,600.00. Additional services can be provided based upon current hourly rates as requested by the City. Owner will be billed monthly for services to date.

| | |
|---|---------------------|
| Task 1 – Project Management and Meetings | \$18,400.00 |
| Task 2 – Preliminary Route Determination | \$11,800.00 |
| Task 3 – Landowner Meetings | \$12,600.00 |
| Task 4 – Field Data Collection | \$19,000.00 |
| Task 5 – Right-of-Way and Easement Coordination | \$52,900.00 |
| Task 6 – Geotechnical Evaluation | \$18,900.00 |
| Task 7 – Preliminary Design | \$29,300.00 |
| Task 8 – Permitting | <u>\$2,700.00</u> |
| TOTAL | \$165,600.00 |

SERVICES PROVIDED BY THE CITY:

- Designate City staff member as project representative.
- Provide available relevant data including: LiDAR; storm system data (GIS, as-builts, etc.); flooding history; and other previous studies.
- Information regarding previous court rulings pertaining to Moore’s Creek drainage
- Provide feedback and review of all submittals in a timely manner.
- Notify and acquire permission (if necessary) from landowners for field investigation activities.
- Assist in coordination with NDOR and other project stakeholders, as appropriate
- Provide assistance with landowner meetings

SERVICES NOT INCLUDED:

(If necessary, a fee for these services can be negotiated.)

- Additional meetings not previously noted.
- Floodplain remapping for the project area.
- Comprehensive topographic field survey of overbank/floodplain areas.
- Evaluation or development of additional alternatives beyond those described above.
- Detailed coordination with public and/or private utilities.
- Design beyond the preliminary concept plan level.
- Coordination of securing funding or grants from outside parties.
- Additional public involvement efforts not previously noted.
- Printing, mailing or other costs associated with public information materials.

FUTURE PHASES

Due to unknowns and uncertainties with budgets, scope and fee for Phase 2 (Design and Permitting) will be negotiated upon completion of Phase 1. It is expected that the City retain the JEO Team for all future phases of the project without going through a competitive bid process.

PHASE 2

Permitting (SWPPP/NPDES, USACE 404, Floodplain)

All necessary permit applications will be completed and submitted as part of Phase 2.

ROW and Easement Acquisitions

Easements and ROW identified during Phase 1 will be negotiated and obtained during Phase 2.

Final Design and Construction Documents

Phase 2 will take the preliminary 30% design plans to 100% final completion, including a full set of specifications and bid documents.

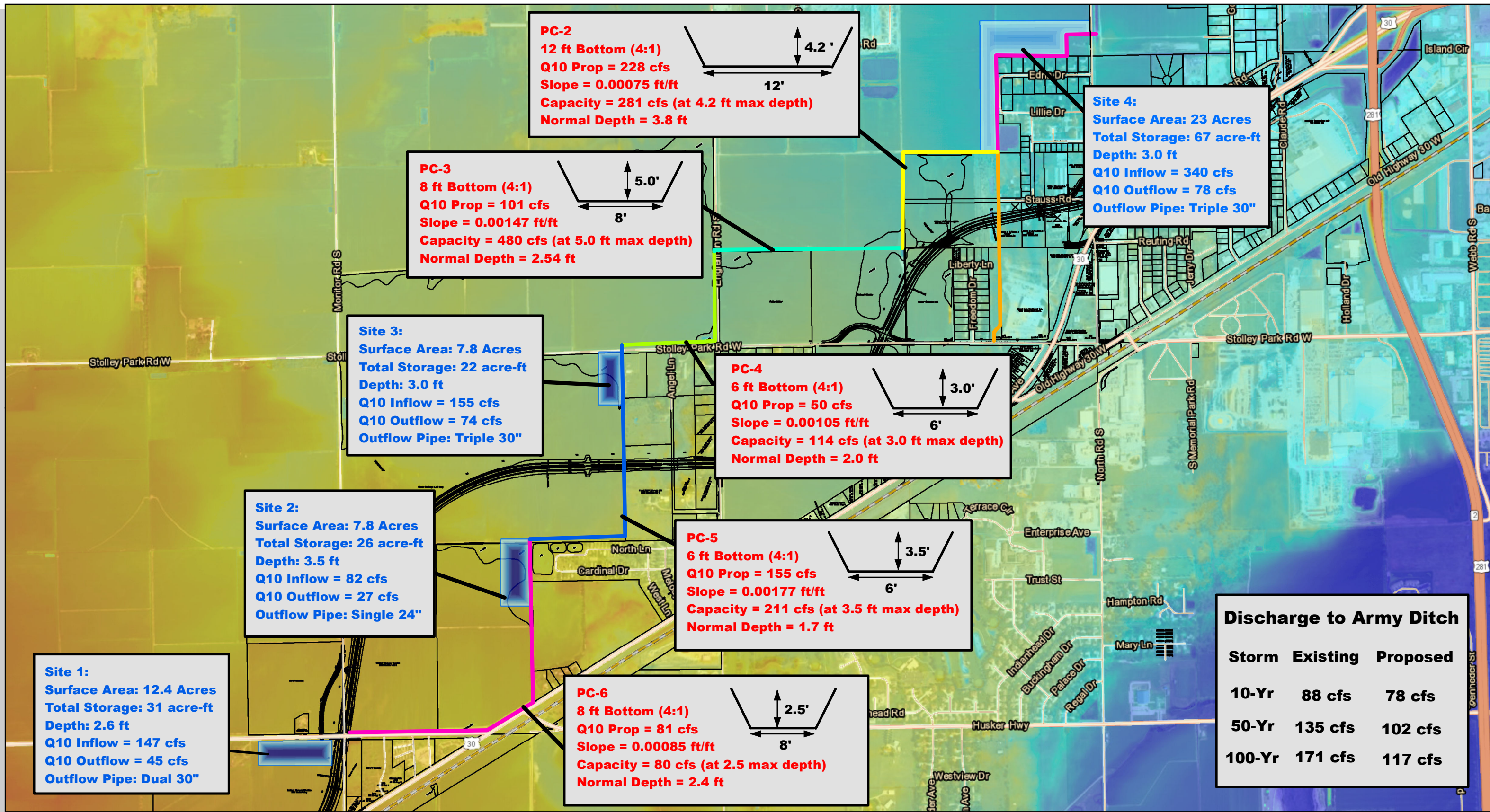
PHASE 3

Bidding and Negotiation

Construction Staking

Construction Administration and Observation

Construction



Created By: PH
 Date: 1/31/2017
 Revised:
 Software: ArcGIS 10.2
 File:

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plat.

Moore's Creek Drainage Extension Concept Plan

City of Grand Island, Nebraska
 Hall County



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

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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.

RESOLUTION 2017-55

WHEREAS, on November 25, 2016 the Engineering Division of the Public Works Department advertised for engineering services for Moores Creek Drainage Extension; and

WHEREAS, on December 13, 2016 five (5) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria JEO Consulting Group, Inc. of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and JEO Consulting Group, Inc. of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and JEO Consulting Group, Inc. of Omaha, Nebraska for engineering services related to Moores Creek Drainage Extension, in the amount of \$165,600.00, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 28, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☒ _____ |
| March 10, 2017 | ☒ City Attorney |