



City of Grand Island

Tuesday, September 22, 2020

Council Session

Item G-21

#2020-239 - Approving RFP for Design Services to Reconstruct Baffles at the Heartland Public Shooting Park - Parks & Recreation Department

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: September 22, 2020

Subject: Approval of Design Services for Renovate Baffles at Heartland Public Shooting Park

Presenter(s): Todd McCoy

Background

On March 8, 2020 the Parks and Recreation Department advertised for proposals to renovate the small arms firing range overhead baffles systems at Heartland Public Shooting Park (HPSP). The purpose of the overhead baffles at HPSP is to stop stray bullets from leaving the range making the baffles an important safety feature.

Nearly 50% of the HPSP baffles were damaged or destroyed during recent wind storms last year and this summer. Remaining baffles have aged or damaged to a point that staff is recommending a redesign and reconstruction of the baffle system.

So far the City has received \$73,310.11 for damages from insurance. The City will receive an additional \$74,488.88 from insurance upon the completion of repairs. The pre-design estimate to renovate the damaged ranges is \$425,000 to 485,000.



Discussion

Two proposals were received to design the reconstructed baffles:

JEO Consulting Group of Wahoo, Nebraska
AECOM of Portland, Oregon

Staff recommends accepting the proposal from JEO Consulting Group to redesign the HPSP baffle system. The proposed price from JEO is \$44,000.00. Food and Beverage funds will be used for expenses beyond the insurance payments.

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 City Council accept the proposal from JEO Consulting Group of Wahoo, Nebraska to design a reconstructed baffle system at HPSP.

Sample Motion

Move to approve the proposal from JEO Consulting Group to redesign HPSP baffles for a total of \$44,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
DESIGN SERVICES TO RENOVATE SMALL ARMS FIRING
RANGE OVERHEAD BAFFLE SYSTEM AT
HEARTLAND PUBLIC SHOOTING PARK**

RFP DUE DATE: March 25, 2020 at 4:00 p.m.
DEPARTMENT: Parks & Recreation
PUBLICATION DATE: March 8, 2020
NO. POTENTIAL BIDDERS: 4

PROPOSALS RECEIVED

AECOM
Portland, OR

JEO Consulting Group
Wahoo, NE

cc: Todd McCoy, Parks & Recreation Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director

P2204

Insurance Summary from August 7, 2019 Storm



West Nebraska Claims Service

P.O. Box 2538
Grand Island, NE 68802-2538
Email: t-parr@wncs.net
ph: 308-390-6118
fax: 308-632-4055

Summary for Loc: 79: CO-1227 Endorsement - Shooting Range Baffles

Line Item Total	149,078.95
Replacement Cost Value	\$149,078.95
Less Depreciation	(67,041.26)
Actual Cash Value	\$82,037.69
Less Deductible	(10,000.00)
Net Claim	\$72,037.69
Total Recoverable Depreciation	67,041.26
Net Claim if Depreciation is Recovered	\$139,078.95

Todd Parr

Insurance Summary from July 8, 2020 Storm



West Nebraska Claims Service

P.O. Box 2538
Grand Island, NE 68802-2538
Email: t-parr@wncs.net
ph: 308-390-6118
fax: 308-632-4055

Summary for LOC 79 : CO1227 Endorsement: Shooting Range Baffles

Line Item Total	18,720.04
Replacement Cost Value	\$18,720.04
Less Depreciation	(7,447.62)
Actual Cash Value	\$11,272.42
Less Deductible	(10,000.00)
Net Claim	\$1,272.42
Total Recoverable Depreciation	7,447.62
Net Claim if Depreciation is Recovered	\$8,720.04

Todd Parr

REQUEST FOR PROPOSAL

SMALL ARMS FIRING RANGE OVERHEAD BAFFLE SYSTEM

Heartland Public Shooting Park
City of Grand Island, Nebraska

March 25, 2020



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CONTACT

David C. Henke

JEO CONSULTING GROUP, INC.

1937 North Chestnut Street
Wahoo, Nebraska 68066

Phone & Fax

Phone: (402) 443-7464
Mobile: (402) 443-8005
Fax: (402) 443-3508

Online

Email: dhenke@jeo.com
Website: www.jeo.com



March 25, 2020

City of Grand Island
Mr. Todd McCoy, Parks and Recreation Director
100 East First Street
Grand Island, Nebraska 68802

**RE: Small Arms Firing Range Overhead Baffle System at Heartland Public Shooting Park
Grand Island, Nebraska**

Dear Mr. McCoy and Selection Committee Members:

The City of Grand Island has some decisions to make regarding options for replacing or repairing the baffles at the Heartland Shooting Park. JEO's recommendation is to focus on replacing the baffle structures and not repairing. This approach provides a longer lasting product with less maintenance and provides a safer facility to the users. There are a number of important attributes that you should recognize about our approach to your project, including:

- **TEAMING PARTNERSHIP:** JEO has added Chris Lemke to our team. Chris has managed and designed numerous shooting sport projects while employed with the Nebraska Game and Parks Commission. JEO is also attempting a teaming partnership with Hornady Manufacturing to perform ballistic testing for options on the baffles and the supports. Teaming with great partners is the key to long-term success and client satisfaction. Customer and client satisfaction is what JEO is about.
- **ROOTED WHERE YOU ARE:** The construction administration services will be provided locally by Tyler Doane from JEO's Grand Island office. Tyler can be to the project site in minutes, if needed, providing efficiency during construction oversight. Seeing the project through construction and well into the future is the ultimate test of customer satisfaction. We are your 24/7 support line for years to come.
- **COMMUNICATION IS KEY:** We want to know what concerns you. We will tailor the design to meet your unique needs and provide it in a timeframe that ensures adequate time for your consideration, input, and ultimately the confidence that the right solutions are being implemented. In addition to that, the individuals on our team truly value an open and honest communication process. This proactive communication significantly reduces the number of unknowns and surprises that have a tendency to arise.

Because of our team's proximity, JEO offers a cost efficient and responsive choice for your baffle system engineering work. We greatly appreciate your consideration and ask that you select the JEO team for this important project.

Sincerely,

A handwritten signature in black ink that reads "David C. Henke".

David C. Henke, CPO
Project Manager

ROOTED WHERE YOU ARE



JEO offers you a local team with expertise in all areas required for a successful delivery of your firing range at Heartland Public Shooting Park. This team will employ a holistic approach to your project, while looking for efficiencies along the way. Members of our team have served Grand Island for many years and on numerous projects. **These established relationships with your staff give our team an understanding that is essential for collaboration to occur. Our decisions and goals are always made in the best interest of the city.**

PRIME CONSULTANT CONTACT



JEO CONSULTING GROUP, INC. (INCORPORATED IN 1937)
1937 North Chestnut Street
Wahoo, NE 68066
www.jeo.com
p. (402) 443-4661



LOCAL OFFICE LOCATION
308 W. 3rd Street, Ste. 1
Grand Island, NE 68801
p. (308) 381-7428



PROJECT MANAGER
Dave Henke
p. 402.494.7019
m. 402.241.7409
e. ejoy@jeo.com

The overall coordination for this project will be led by Dave Henke, with the assistance of Tyler Doane in JEO's local Grand Island office and Jake Miriovsky in the Wahoo office.

JEO staff will lead the survey site work and design with assistance from former Nebraska Game and Parks Commission (NGPC) employees to provide a long-lasting product with less maintenance. JEO will also provide local construction observation at the shooting complex.

SUB-CONSULTANT

LEMKE ENGINEERING SERVICES

Chris Lemke, PE
Brainard, Nebraska
p. (402) 545-3631

Experienced in the design and construction management of outdoor recreation projects, including archery and gun ranges. Chris recently retired from the Nebraska Game and Parks Commission as the Engineering Division Manager. He played a key role as the project manager and design engineer on several of their shooting sports projects.



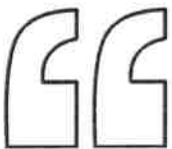
JEO has offered recreational planning and design services for more than 30 years. We have completed countless tennis/pickleball court, aquatic, park, and trail projects throughout Nebraska and Iowa. JEO's recreation team is dedicated to the design of safe recreational facilities. The team includes architects, planners, engineers, and surveyors with extensive experience in a variety of recreational projects, including park master plans. From the initial site visit and conceptual design through final design and construction, the recreation team can provide all your needs. Our services include:

RECREATION

- Tennis Courts
- Pickleball Courts
- Concession/Restroom Facilities
- Lighting
- Indoor Recreational Facilities
- Aquatic Facilities
- Splashpads
- Playground Equipment
- Baseball and Softball Fields
- Picnic Shelters
- Soccer Fields
- Pocket Parks
- Multipurpose Fields
- Trails and Trailheads
- Sports Field Irrigation Systems
- Pedestrian Bridges

STUDIES

- Aquatic/Pool
- Park Master Plan
- Trail



I have worked with JEO staff to build the Aurora Aquatic Facility for the City of Aurora, Nebraska. I couldn't be more pleased with the outcome of our joint efforts. We sought to build an aquatic facility that would address the needs, wants and desires of the patrons over the next thirty or more years, and you met that goal. Consider this an affirmation of my recommendation of your professionalism and workmanship in pool construction."

-Marlin Seeman Mayor of Aurora

RELATED EXPERIENCE AND REFERENCES

The best record of performance comes from satisfied clients. **Each of the projects listed below had involvement by one or more of the professionals who will work on your project.** We encourage you to review the successful fulfillment of the requirements of the projects below and contact the references to further strengthen your decision to entrust our team with your project.

PROJECT EXPERIENCE	PROJECT REFERENCE	TEAM MEMBERS			PROJECT COMPONENTS			
		Dave Henke	Jake Miriovsky	Chris Lemke	Berms	Backstops	Baffles	Ricochet Paths for Containment of Bullets
Platte River State Park Shooting Complex Louisville, Nebraska	Nebraska Game and Parks Commission Jim Swenson p. (402)-471-5499		■	■	■	■	■	■
Wildcat Hills State Recreation Area Shooting Sports Complex Gering, Nebraska	Nebraska Game and Parks Commission Jim Swenson p. (402)-471-5499			■	■	■	■	■
Nebraska Game and Parks Outdoor Education Center Lincoln, Nebraska	Nebraska Game and Parks Commission Jim Swenson p. (402)-471-5499			■	■	■	■	■

Platte River State Park Shooting Complex

Archery: 14 lanes, 60 yds, bullseye, and 3-D and Crossbow targets.
Rimfire: 50 yds., 10 benches, paper and steel targets.
Pellet Gun: 5 lanes retractable bullseye targets and 5 lanes interactive shooting gallery.
Shotgun: Trap range and 5-stand sporting clays.



Wildcat Hills State Recreation Area Shooting Sports Complex

Archery: 33 lanes, 60 yds, bullseye, and 3-D targets.
Rimfire: 50 yds., 7 lanes for rifles, and 6 lanes for pistols.
Rifle: 100 yds., 10 benches, paper and steel targets.
Pellet Gun: 5 lanes retractable bullseye targets and 5 lanes interactive shooting gallery.
Shotgun: Trap range and 5-stand sporting clays.



Nebraska Game and Parks Outdoor Education Center

Indoor Archery: 30 yds, bullseye, 3-D and Crossbow targets.
Indoor Firearm: 25 yds, with retractable targets. Accommodates rifles up to 30/06 and handguns up to 44 Remington Magnum.
Outdoor Archery: Fixed targets 10-60 yards with a roving field course.





APPROACH TO THE PROJECT

PROJECT UNDERSTANDING

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

PROJECT APPROACH

At JEO, our project managers are all about you. Your happiness, your satisfaction, the success of your project, and ensuring our team delivers a product that makes you look good is what matters most. We believe in thinking differently. The way we challenge the status quo is by providing customer informed design, best value analysis, and superior experience. Dave Henke will be your project manager specifically because of his experience with Grand Island Parks Department on previous projects. Dave has selected a technical team that will assist him based on their experience and ability to meet deadlines.

JEO's customer informed design provides facilities that meet the needs of the users and management. We engage our clients and decision makers to learn about their needs and desires so we can design specifically what you want. Ultimately, at JEO our goal is to design a baffle system that will stand-up to the stray bullets when they happen.

So, you might ask, what sets us apart from the average engineering firm? We believe it is our structure and the freedom it provides to our project managers and our design staff. We clearly differentiate the role between the project manager and the project engineer. This method frees our project managers

to monitor the communication, workflow between disciplines, project risks, critical success factors, schedule, budget, and ultimately your satisfaction.

Our design team will include engineering staff that has experience in designing shooting baffle systems along with structural engineers to design a good product that will last. We will attempt to work with Hornady Manufacturing in Grand Island to perform ballistics testing to ensure the products we specify will last and will not allow stray bullets from leaving the shooting range. Our team will apply proven delivery methods that quickly step through design to provide confidence in meeting the schedule. We can deliver a high quality and safe finished product.

Our approach is that we will provide options for the replacement of the existing baffle systems and not concentrate on repairs of the existing baffle system. A couple of such options may be to test AR500 metal for bullet penetration or use conveyor belts to keep the bullets from exiting the structure.

SCOPE OF SERVICES AND PROPOSED FEE

JEO shall provide the following scope of services for the small arms firing range overhead baffle system at Heartland Public Shooting Park.

PROJECT MANAGEMENT

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

MEETINGS

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

TASK 1: DESIGN \$33,180

- A. Conduct a site visit to investigate alternate baffle systems like the new Platte River State Park range the Nebraska Outdoor Education Center range in Lincoln, Nebraska.
- B. Prepare a 60% plan set to include cover sheet, site plan and baffle details.
- C. Prepare a 60% preliminary opinion of cost for the improvements.
- D. Prepare draft specifications, including technical specifications related to the materials and installation for improvements.
- E. Conduct an internal QA/QC review of the plan set.
- F. Conduct QC review of deliverables, revise as needed and submit to the City of Grand Island.
- G. Attend a conference call meeting with the City of Grand Island to review the preliminary plan set for input and concurrence.
 - i. Review preliminary opinion of cost.
 - ii. Review baffle details.
 - iii. Review locations of baffle repairs.
 - iv. Review needed specifications and special construction needs.
- H. Prepare a 90% plan set to include the revised sheets from the 60% plan set.
- I. Prepare final specifications, including technical specifications related to the materials and installation for the improvements.
- J. Prepare a 90% preliminary opinion of cost.
- K. Conduct QC review of deliverables, revise as needed and submit to the City of Grand Island.
- L. Attend a plan in hand meeting with the City of Grand Island to review the preliminary 90% plan set for input and concurrence. Coordinate with the City of Grand Island to prepare forms for contract documents including the invitation to bid used for the advertisement, bid form, construction contracts between the City of Grand Island and contractor(s), and necessary payment and performance bonds and insurance requirements.

TASK 2: CONSTRUCTION PHASE SERVICES..... \$10,820

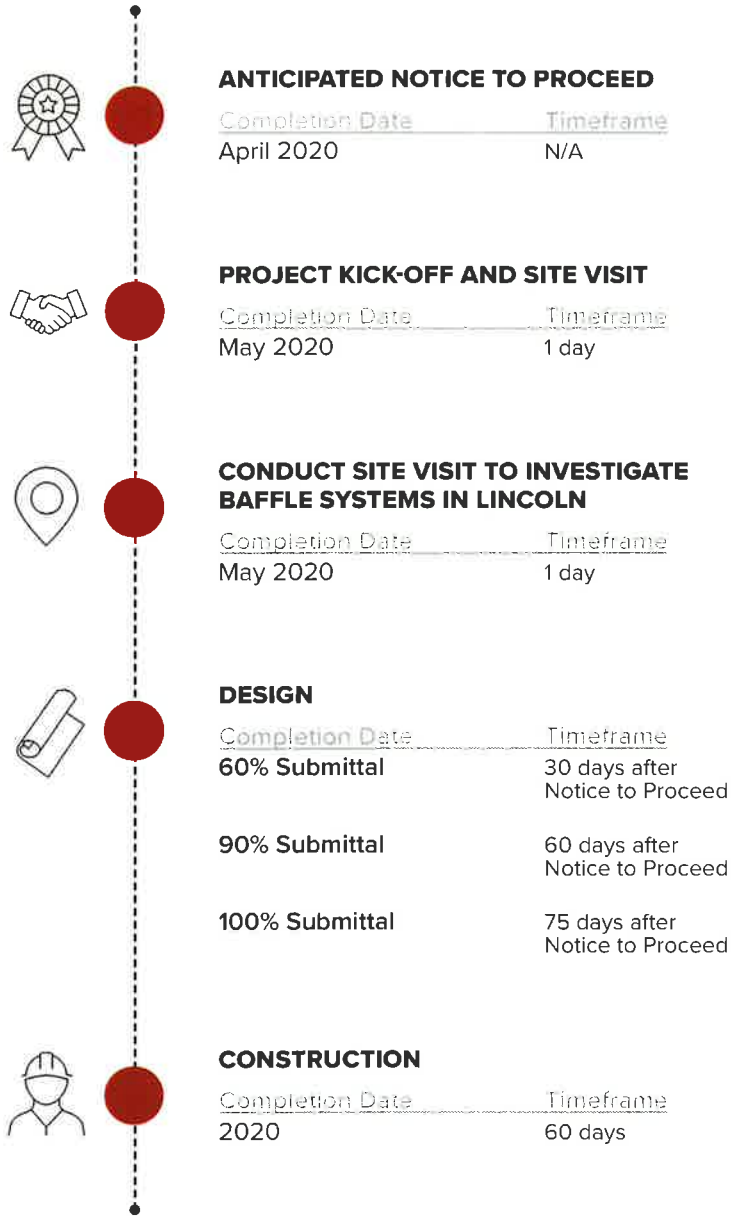
- A. Attend a pre-construction conference(s) prior to initiation of construction. This conference (pre-con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule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

TOTAL FEE \$44,000

Should the city request additional services to the above outlined scope. JEO shall invoice the city for such additional services (optional additional services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. JEO shall not commence work on optional additional services without Grand Island's prior written approval.



PROPOSED SCHEDULE



All staff assigned to this project have the time to devote to this project. The anticipated construction contract award would be in 2020. Construction per contractor schedule estimated at 60 days. The above schedule is subject to change, should the notice to proceed be expedited or delayed.



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

THIS IS AN AGREEMENT effective as of date signed by the owner ("Effective Date") between the City of Grand Island, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

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

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

JEO Project Number: 171601.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

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: As stated in Exhibit 'A'.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions

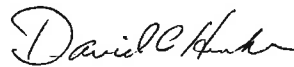
4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Grand Island, Nebraska

Engineer: JEO Consulting Group, Inc.



By: _____

By: David C. Henke

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: March 25, 2020

Address for giving notices:

Address for giving notices:

City of Grand Island

JEO Consulting Group, Inc.

PO Box 1968

1937 North Chestnut Street

100 E. First Street

Wahoo, Nebraska 68066

Grand Island, NE 68802-1968

EXHIBIT A

SCOPE OF WORK

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

1. Project Management

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

2. Meetings

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

3. Design

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

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

4. Construction Phase Services

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

Exhibit B

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages,

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

RESOLUTION 2020-239

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) to Provide Design Services to Renovate Small Arms Firing Range Overhead Baffle System at the Heartland Public Shooting Park; and

WHEREAS, two (2) request for proposals were received; and

WHEREAS, JEO Consulting Group from Wahoo, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract amount of \$44,000.00 has been negotiated; and

WHEREAS, such project will be funded through the Food and Beverage Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from JEO Consulting Group from Wahoo, Nebraska to Provide Design Services to Renovate Small Arms Firing Range Overhead Baffle System at the Heartland Public Shooting Park is hereby approved at a cost of \$44,000.00.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 22, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 18, 2020	☒ City Attorney