

Approve proposal

**VILLAGE OF WATERLOO
RESOLUTION NO. 09-13-22-14**

WHEREAS, the Board of Trustees of the Village of Waterloo has received a proposal from JEO Engineering to complete a capacity study of the Wastewater Treatment Facility.

WHEREAS, the Board of Trustees is in agreement that there is a need for capacity study.

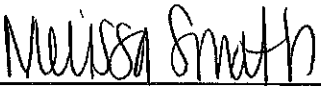
NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:

THAT, the proposal from JEO Engineering to complete a capacity study of the Wastewater Treatment Facility at a cost of \$11,200 is hereby approved.

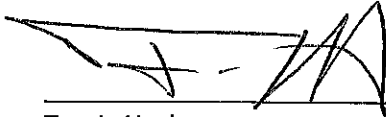
PASSED THIS 13 DAY OF September, 2022

ATTEST:

Village of Waterloo


Melissa Johnson Smith
Village Clerk




Travis Harlow
Chairperson



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

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between Village of Waterloo, 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:

2022 Water and Wastewater System Utility Annexation Report

JEO Project #220499

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:

Study and Report Base Scope: \$11,200.00 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

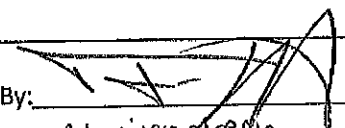
5.02 Total Agreement

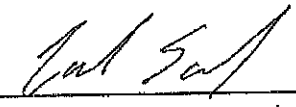
A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled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

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

Owner: Village of Waterloo, Nebraska

Engineer: JEO Consulting Group, Inc.

By: 
Title: Chairperson
Date Signed: 9/13/2022


By: Zach Schulz
Title: Project Manager
Date Signed: 8-30-2022

Address for giving notices:

Address for giving notices:

Village of Waterloo
509 S Front St, PO Box 127
Waterloo, NE 68069

JEO Consulting Group, Inc.
11213 Davenport Street, #200
Omaha, NE 68154

Exhibit A

Project Description:

2022 Water and Wastewater System Utility Annexation Report for Waterloo, Nebraska:

Study and evaluation to extend water and sanitary sewer service to one (1) industrial subdivision, recently annexed by the Village, and two (2) development areas located within the Village's corporate limits. This evaluation is to provide a possible water and sanitary sewer alignment and an associated opinion of probable cost to extend water and sanitary sewer mains to each area. The study areas have been identified on the attached figure.

Services of Engineer:

- A. Meet with designated Village representative(s) to review project approach and available information (1 meeting).
 1. Introduction of key project personnel from JEO and the Village.
 2. Review the purpose and objectives of the study and data needs.
 3. Review the existing water and sanitary sewer system maps of the Village.
 4. Perform an on-site review of the major components for the water and sanitary sewer system.
 5. Review project schedule and milestones.

- B. Evaluate Existing Facilities
 1. Review the history of the existing water and sanitary sewer systems. This inventory is to be completed using existing records that are readily available from the Village or other sources.
 2. Review and evaluate past water and wastewater flow records that are readily available from the Village or other sources. Establish average and peak daily flow demands for the existing systems. A water quality and wastewater quality analysis is excluded from this scope of services.
 3. Develop average and peak daily water and wastewater flow demand projections for each individual study area, based upon standard land use planning values. Water quality and wastewater quality projections for the individual study areas are excluded from this scope of services.
 4. Evaluate the capacity and adequacy of the various components of the water and wastewater systems to provide service to meet the existing and projected demands. The systems to be evaluated include the distribution system, water storage, existing water supply, sanitary sewer collection system, sanitary lift stations, and wastewater treatment facility at a high-level. This evaluation is to be completed using existing capacity records that are readily available from the Village or other sources.
 - a. It is assumed that the water supply, water storage, and wastewater treatment facility have adequate capacity to meet the existing and projected demands for each study area. Evaluation of improvement alternatives for these facilities are excluded from this scope of services.

Exhibit A

C. Develop and Evaluate Alternatives

1. Develop one (1) water and sanitary sewer extension alternative for each development area (3 total). Alternative development is based on the following assumptions:
 - a. It is not anticipated that any water supply, water storage, or water pressure booster stations will be necessary.
 - b. It is not anticipated that any wastewater treatment upgrades will be necessary.
 - c. Sanitary sewers will be reviewed for depth and possible need for lift stations based on data obtained through field visits and known depth of manhole information. Sanitary sewer rim elevations will be approximated (to the nearest foot) utilizing available elevation data from Internet databases or data provided by the Village.
2. Develop opinions of cost for the water and sanitary sewer extension alternatives. Opinions of cost to include land and right of way needs, legal, engineering, construction, equipment, and contingencies.
3. Prepare a written report that summarizes the results of the analysis, possible water and sanitary sewer alternatives, and budgetary cost estimates for the alternatives in a technical memorandum (Utility Annexation Report).
4. Conduct an internal QA/QC review of the draft Utility Annexation Report, prior to review by the Owner.
5. Submit the draft Utility Annexation Report, for review by the Owner, as an electronic PDF including referenced appendices.
6. Meet with designated Village representative(s) to review the draft Utility Annexation Report (1 meeting).
7. Revise the Utility Annexation Report, as necessary following the final review, and sign and seal by a professional engineer registered in the State of Nebraska. Deliver up to three (3) bound paper copies of the final Utility Annexation Report to the Owner.
8. Present the final Utility Annexation Report to the Village Board (1 meeting).

D. Meetings Included with this scope:

1. Project "kick-off" meeting (1 meeting)
2. Draft Utility Annexation Report review meeting with Village representatives (1 meeting)
3. Final Utility Annexation Report presentation to Village Board (1 meeting)

E. Exclusions:

1. Any services not expressly stated in the previous scope of services.
2. Annexation planning and zoning recommendations, preparation of annexation plats, updates to City maps, and any other annexation facilitation services.
3. Infrastructure condition evaluations and development of associated improvement alternatives.
4. Evaluation and development of associated improvement alternatives for additional study areas.

Exhibit A

5. Evaluation and development of associated improvement alternatives for the water supply, water storage, and wastewater treatment facility.
6. Evaluation and development of associated improvement alternatives for transportation infrastructure, electrical utility service, gas utility service, telecommunications service, and any other utility or Village/County service(s) not expressly stated.
7. Data collection not expressly stated.
8. Topographic surveys, boundary surveys, staking, etc.
9. Geotechnical investigation and geotechnical report.
10. Meetings not outlined above.
11. Addendums to the Annexation Utility Plan.

F. Schedule

1. Kick-off meeting scheduled 30 days from receipt of signed agreement.
2. Draft Utility Annexation Report review meeting 90 days from kick-off meeting.
3. Final Utility Annexation Report to Owner 30 days from draft plan review meeting.



0 1500 3000
ft

Please contact Douglas County GIS for map questions (gis@douglascounty-ne.gov)

Printed from dcgis.org:
03/07/2022 13:50:28

This map is a user generated static output from an Internet mapping site and is for reference only. Data on this map may or may not be accurate, current, or otherwise reliable. It is for informational purposes only, and may not be suitable for legal, engineering, or surveying purposes. Do NOT use property lines from this website for plan submissions.



Legend

- Boundaries
- City Boundaries
- Small Towns
- Small Towns
- Parcels
- Parcels
- Proposed Service Areas
- Residential Development
- Industrial/Commercial Development

JEO Consulting Group, Inc.
GENERAL CONDITIONS

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.



JEO Consulting Group, Inc.
GENERAL CONDITIONS

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 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.

