



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

THIS IS AN AGREEMENT effective as of date signed by Owner between Lower Platte South Natural Resources District ("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:

MoPac East Lied Platte River Bridge Trail Connection Study ("Project").

JEO Project Number: 220918.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**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**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The hourly not-to-exceed fee for the Project is: \$395,643.00
- 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**

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**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: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

  
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By: Michael Soucek

By: Andrea Gebhart

Title: General Manager

Title: Project Manager

Date Signed: 19 Oct 23

Date Signed: 10/13/2023

Address for giving notices:

Address for giving notices:

Lower Platte South NRD

JEO Consulting Group, Inc.

3125 Portia Street

2000 Q Street, Suite 500

Lincoln, NE 68521

Lincoln, NE 68503

## SCOPE OF SERVICES

Lower Platte South NRD

MoPac East Lied Platte River Bridge Trail Connection Study

JEO Project Number: 220918.00

### Project Overview

The Lower Platte South Natural Resources District (LPSNRD) plans to assess potential routes for trail connection along the MoPac East Trail between Elmwood & Wabash (point A) and the Lied Platte River Bridge Trailhead (point B). LPSNRD intends to foster project awareness and support among stakeholders and the public, maximize use of existing public right-of-way, ensure trail user safety, and promote regional economic development.

### Scope of Services

The consultant team of JEO Consulting Group and Toole Design propose the following Scope of Services.

#### 1. Project Management

The Consultant will maintain regular communication with LPSNRD and JEO team members about budget, schedule, and milestones. This includes:

- Project kick-off meeting;
- Monthly progress meeting;
- Consultant team coordination meetings; and
- Monthly progress reports, provided with billings.

#### Task 1 Deliverables

- Agendas and notes from kickoff and progress meetings
- Monthly progress reports

#### 2. Community Engagement

##### A. Public Participation Plan

The Consultant will work with LPSNRD staff to develop a Public Participation (P2) Plan that outlines the anticipated community awareness engagement for the proposed project. This plan will include:

- The purpose or goal(s) of engagement.
- Comprehensive list of target audiences and project stakeholders.
- Summary of anticipated strategies, activities, and associated tools and materials.

Intentionally designed to be dynamic and flexible to accommodate an evolving community context, the plan will be refined and updated, as needed, throughout the project's life cycle. The development of this plan includes up to two planning meeting(s) with LPSNRD staff and the creation of the P2 Plan.

**B. Conduct Community Engagement**

As directed by the LPSNRD, the Consultant will plan, conduct and document the outreach outlined in the project specific P2 Plan (Task 2A). At the time of contracting, the proposed outreach approach is anticipated to include the following engagement activities:

- **Updates to LPSNRD Board of Directors or MoPac Subcommittee.** The Consultant will attend up to four LPSNRD Board/subcommittee meetings to provide project updates. Upon direction from LPSNRD staff, project updates could also be provided to the LPSNRD Board of Directors and/or Cass County Commissioners.
- **Individual or small group (two to four people) stakeholder meetings.** If possible, these meetings will be conducted in person, though could be conducted virtually if preferred by meeting participants. For scope-fee purposes, the Consultant team will plan for up to 50 meetings, though additional meetings could be facilitated if the budget allows. Outreach may be conducted with:
  - Landowners potentially impacted by the project.
  - Local trail advocacy group(s) and trail user groups.
- **Open House Public Meetings.** With the number and location of project-related open houses to be determined by LPSNRD, these meetings are typically two-hour meetings (plus setup/teardown) and conducted in-person with three to five information stations. For scope-fee purposes, the Consultant team will assume hosting at least one and up to three open house public meetings. The consultant will be responsible for:
  - i. Preparing awareness materials (postcard, press release) and advertisements.
  - ii. Presenting technical information for use at the public open house, developing necessary meeting displays/posters.
  - iii. Managing public participant sign-in and information needs during the meeting.
  - iv. Providing public comment forms.
  - v. Set up and tear down of meeting.
  - vi. Preparing summary report of comments received during the open house or extended comment period.

LPSNRD staff are responsible for attending the meeting to help answer questions about the project.

- **Grassroots engagement activities**, such as pop-up booths at other events or temporary signage along the existing MoPac trail. For scope-fee purposes, the Consultant team will plan for up to 40 hours of support.
- **Virtual engagement techniques** that broaden the time, location, and method for stakeholders and the public to participate. This will primarily take the form of posting public meeting materials on the project website, converting meeting-based comment forms into a web-based survey, and producing digital information materials to be distributed through existing platforms (i.e., listserv, social media).

### C. Public Information Materials

The consultant will develop public information materials to help create awareness and understanding of the project. Public information materials may include but are not limited to:

- Fact sheets
- Brochures
- Direct Mailers
- Public notices
- News releases
- Meeting displays/boards
- Presentation materials
- Website content
- Digital or social media content
- 2d, photo-realistic visualizations

#### Task 2 Assumptions

- Engagement is at the *Consult* level of participation, per the IAP2 Spectrum.
- Project website/webpage would be hosted and maintained by LPSNRD.
- Any language translations will be coordinated and provided by the LPSNRD; however, the Consultant will format the translated content to be consistent with the appearance of the English-language materials.

#### Deliverables

- Public participation plan
- Documentation of completed community engagement activities
- Project information materials outlined in the P2 Plan (Task 1), which *at minimum* includes website content, project fact sheet, and materials needed to support stakeholder and public engagement activities.

#### Potential Reimbursable Expenses

- Postage expense for public awareness/outreach materials
- Venue facility fees
- Costs incurred for publishing public notice or legal advertisement
- Fees associated with language interpretation services

## 3. Discovery Phase

### A. Background Data, Documents, and Policies Review

The Consultant will **review plans, policies, studies, and past projects within and adjacent to the study area**. Data will be reviewed from available sources including county and state Geographical Information System (GIS) databases. Policies, procedures, guidelines, regulations, and laws will be reviewed from relevant agencies and private entities that own or manage properties and/or infrastructure in the study area.

The Consultant will conduct a **desktop review of land ownership, land rights, and easements** in the study area. This includes coordinating with Cass County, and other relevant public agencies, to establish or verify existing right of way limits. This process will focus on leveraging existing records and information sources to provide a comprehensive understanding without extending efforts to formal land survey activities.

**B. Study Area Review and Inventory**

Following the data, documents, and policies review, the Consultant will develop draft base GIS maps and analyze the study corridor. All relevant conditions that could affect the safety and comfort of potential trail users will be noted, in addition to conditions that may affect the development of the corridor for trail use. Such factors may include, but are not limited to public right-of-way availability and pinch points, grade and sight distance issues, soil and vegetation conditions, land uses and encroachments, and roadway crossings. Field reconnaissance in the study area will be used to ground-truth conditions and document constraints and opportunities. Our team will record these conditions and create an annotated base map, identifying characteristics of the study area.

**C. Environmental and Cultural Resources Mapping**

The Consultant will conduct a desktop review to develop an environmental and cultural resources constraints maps for the study area using GIS data. This data, along with any necessary field reconnaissance, will also help the project team to describe the environmental setting.

Topography shall include readily available public data from low-resolution LiDAR, if available. If additional, more detailed, topographic survey is determined to be required it shall be negotiated and added to the project scope as an addendum.

The Consultant will facilitate coordination meetings with participating or impacted agencies, including: the Nebraska Department of Transportation (NDOT), Cass County, and the Nebraska Game and Parks Commission.

**D. Existing Conditions Summary**

The Consultant will prepare a memorandum summarizing findings and summaries from the previous subsections of this task for a framework of the alternatives analysis in subsequent tasks. This memo is anticipated to include, but not be limited to, documentation of potential future permitting needs associated with the State Historical Preservation Office (SHPO), Threatened and Endangered Species, wetland delineation/404 permitting, Stormwater Pollution Prevention Plan (SWPPP), National Pollutant Discharge Elimination System (NPDES), and floodplain.

**Task 3 Deliverables**

- Agenda and notes from agency coordination meetings
- Existing conditions memorandum, including supporting maps and figures

**Assumptions**

- This project will not be administered by a federal agency, use federal funds, occur on federal lands, or result in any other federal nexus, therefore review under the National Environmental Policy Act (NEPA) does not apply.

## 4. Alternatives Feasibility Analysis

### A. Identify Alternatives

The Consultant will develop up to four (4) alternatives for the trail alignment connecting from Elmwood/Wabash to the Lied Platte River Bridge Trailhead. The alternatives will be depicted on GIS-based maps to facilitate further analysis and evaluation.

### B. Evaluate Alternatives

The Consultant will identify evaluation criteria to be used in selecting a preferred alternative. The criteria will be incorporated into a matrix that can account for both qualitative and quantitative data. The criteria will be developed based on public, stakeholder, and agency input and findings from the existing conditions review that is weighted based on the level of importance to each interest group. An additional field review is budgeted to ground truth assumptions about the alignment alternatives is anticipated as part of this task.

The evaluation will also incorporate elements of an environmental red flag review, including:

- Flooding concerns based on the readily available floodplain data
- Topographic challenges
- Threatened and Endangered Species considerations
- Historical and Cultural Resources
- Possible impacts to waters of the United States, including wetlands (Section 404)

The initial results of the alternatives evaluation will be reviewed and revised with client team and stakeholders. Feedback from the evaluation analysis will be incorporated into the analysis and results updated and represented in the plan final report.

### C. Preferred Alternative

Once a preferred trail alignment alternative has been selected, the route will be depicted on a GIS-based map. The Consultant will develop up to four (4) drawings or graphics to further illustrate road crossings, structures, or cross sections and elevations of interest. These illustrations and drawings may be used to further communicate the trail concept to stakeholders and the public.

### D. Concept Level Opinion of Probable Cost

The Consultant will develop concept level opinions of probable cost for each of the four (4) alternatives for purposes of evaluation. This concept-level cost opinion will be based on the linear footage of the trail and the typical trail section, with costs for ancillary items included based on the quantity necessary to complete the project, e.g., crossings, trailheads, benches, signage, etc.

#### Task 4 Deliverables

- Trail alternatives map
- Evaluation matrix
- Preferred trail alternative alignment map
- Up to four (4) graphics or drawings depicting the elements of the preferred alignment

## 5. Schematic Design

### A. Schematic Plan Development

The Consultant will further develop and evaluate a GIS-based schematic design of the preferred trail alignment to further define the intended design and critical aspects for implementation. This level of design is anticipated to reflect a 10% complete GIS-based design that can then be used as a starting point when the project moves into detailed design. The schematic plan is intended to show proposed surface materials, trail elements, typical dimensions, grading and drainage intent and approach to stormwater management, planting design, historical interpretation or preservation actions, emergency vehicle access, utility conflicts, associated roadway improvements, signage, structures, an approach to wayfinding and navigation, and typical and critical cross-sections.

The schematic plans will address right-of-way impacts, utility coordination needs, environmental issues, further traffic analysis needs, and structural considerations in greater detail.

The schematic plans will undergo one (1) round of review with the combined agencies of LPSNRD and Cass County. Review comments will be addressed, and a final schematic plan submittal will be made.

### B. Schematic Level Opinion of Probable Cost

The Consultant will utilize the additional detail provided through the schematic plan development effort to refine the opinion of probable cost to reduce the level of uncertainty. More detail will be provided along the corridor with specific levels of linear footage costs to reflect how context can impact the overall cost, such as a cut and fill cost per linear footage or utility easement or relocation costs that can be applied to smaller segments.

#### Task 5 Deliverables

- Draft and Final Schematic Plans

## 6. Trail Connector Study – Final Report

The Consultant will prepare a draft and final trail connector study report, including an Executive Summary, documenting the project process, data sources, findings, community and agency collaboration, illustrative graphics, environmental red flag review results, outline of permitting and approval needs, opportunities and constraints evaluation, implementation strategy and phasing, and a detailed description of the preferred trail alignment.

The draft report will be submitted in Adobe PDF electronic format for review. The feasibility report will undergo two rounds of review with the combined agencies of LPSNRD and Cass County. The final submittal will include the final report and associated supporting files (i.e., ArcGIS files).

#### Task 6 Deliverables

- Draft and Final Trail Study Reports
- Plan view of Conceptual Level Design
- Digital concept design files



## 7. Land Surveying

If requested by LPSNRD staff, the Consultant's land surveying team will perform boundary and topographic surveying services to validate Cass County right of way boundaries and provide essential topographic data. This data will support the feasibility analysis of various design alternatives during the trail study. Additionally, our surveyors can stake various design alternatives in the field for the benefit of stakeholder visualization.

### Task 8 Deliverables

- Plat of Survey to determine right of way boundaries
- Topographic Survey CADD model drawing

## Project Fee

The Consultant proposes to perform the described services for an hourly not-to-exceed fee as outlined in the fee schedule below:

Project Tasks		Total Fee
1	Project Management	\$54,975.00
2	Community Engagement	\$167,062.00
3	Discovery Phase	\$35,160.00
4	Alternatives Feasibility Analysis	\$67,366.00
5	Schematic Design	\$25,620.00
6	Trail Connector Study – Final Report	\$37,080.00
7	Land Surveying	\$8,380.00
	<b>Total</b>	<b>\$395,643.00</b>

Budget may be re-distributed among tasks, with approval by the LPSNRD, so long as the total fee amount does not change.

## Project Schedule

Anticipated notice to proceed: October 18, 2023

Anticipated completion of project activities: December 31, 2024

A preliminary schedule is included; however, it is subject to change—and will be updated—following the development of the Public Participation Plan (Task 2A). The Consultant will work with LPSNRD to develop and maintain a schedule of project milestones.



## 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

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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.