

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES TO UPDATE COUNTY COMPREHENSIVE PLAN, ZONING AND SUBDIVISION REGULATIONS AND ZONING MAP

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

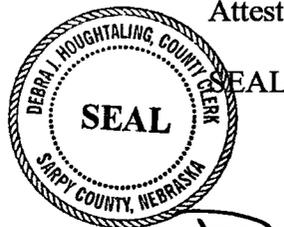
WHEREAS, Sarpy County desires to enter into an agreement ("Agreement") with JEO Consulting Group, Inc. for professional services to update the county comprehensive plan, zoning and subdivision regulations and zoning map, a copy of which is attached hereto; and,

WHEREAS, entering into the Agreement with JEO Consulting Group, Inc. is in the best interests of the citizens of Sarpy County.

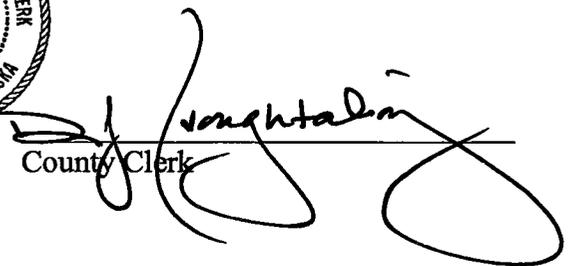
NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chairman of this Board, together with the County Clerk, is hereby authorized to execute on behalf of this Board the Agreement for professional services with JEO Consulting Group, Inc., a copy of which is attached, and any other related documents, the same being approved and adopted by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 9th day of December, 2014.

Attest




 Sarpy County Board Chairman


 County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Agreement for Comprehensive Plan and Zoning/Subdivision Regulations

On June 13, 2014, the County received four (4) proposals for updating the Comprehensive Plan and Zoning/Subdivision Regulations. The proposals from RDG Planning & Design, Vireo, Benchmark and JEO Consulting were reviewed on several factors including time dedicated to the project, expertise, project approach and previous performance. As part of the review process, interviews were coordinated with Vireo and JEO Consulting Group. Consensus was reached within the evaluation committee to negotiate an agreement with JEO Consulting Group. Members of the evaluation committee included: Mark Wayne, Scott Bovick, Bruce Fountain, Donna Lynam, Gayle Malmquist (Planning Commission), Jim Thompson, Jim Warren, Denny Wilson and Beth Garber.

The Planning Department is very familiar with JEO's comprehensive planning and zoning work. JEO has worked with Gretna, LaVista, Springfield and Bellevue to update the community comprehensive plan and/or zoning ordinances. Not only is JEO very familiar with Sarpy County, there is also a benefit of consistency within the cities and County plans.

The JEO project team includes HDR and SB Friedman Development Advisors. HDR will be responsible for assisting JEO with public input, urban design, transportation, sanitary sewer and the "Smart Plan" which is an interactive website of the plan. SB Friedman will be responsible for assisting JEO with the industrial growth study, estimating economic growth and recommending development options.

The initial estimated budgets listed within the proposals ranged from \$168,500 - \$261,000. The proposed fee identified within the JEO agreement is \$194,025 for the comprehensive plan, zoning and subdivision regulations. The Planning Department anticipates the project will be paid out of two (2) fiscal years with this year's expenses estimated at \$85,000. The Planning Department currently has \$100,000 budgeted for consulting fees with most of that fund available for this project. Public Works will pay for the transportation element of the project, an estimated at \$23,000 that is incorporated into the \$194,025.

Please feel free to contact me with any questions.

December 3, 2014



Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Bruce Fountain



December 9, 2014

Sarpy County, Nebraska
Planning & Building Department
1210 Golden Gate Drive
Papillion, NE 68046
(402) 593-1556

RE: **Agreement for the Sarpy County Comprehensive Plan, Zoning and Subdivision Regulations**

Dear Mr. Fountain and County Board Members,

The JEO Team appreciates this opportunity to provide professional services for the Sarpy County Comprehensive Plan, Zoning and Subdivision Regulations. Attached, as Exhibit "A", is the detailed Scope of Services and fee for providing services on the above referenced project. Such work shall begin immediately upon approval. These services are estimated to be substantially complete by the end of January 2016, with the official plan and ordinance adoption pending approval from the Planning Commission and County Board and final development of the online "smart plan." Modification or additions to this schedule may be authorized by mutual consent of the County and JEO Team. Also attached as exhibit "B", is the list of JEO General Conditions.

The JEO Team will need the assistance of the County to provide the following:

1. A point of contact (for the County) to provide a direct liaison with the JEO Team for instruction and direction on behalf of the County.
2. As needed, copies of all existing base maps owned by or in the possession of the County.
3. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
4. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
5. Arrange for safe access to and make all provisions for the JEO Team to enter upon public property as required for the JEO Team to perform services under this Agreement.
6. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by the JEO Team (including obtaining advice of an attorney and other consultants as County deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
7. Give prompt written notice to the JEO Team whenever County observes or otherwise becomes aware of any development that affects the scope or time of performance of furnishing of services pertaining to this Agreement, or any defect or nonconformance in the JEO Team's services.
8. Review by County Attorney of documents and regulations for conformity with existing local, state and federal law and regulations.
9. The JEO Team shall be entitled to use and rely upon all such information and services provided by County in performing services under this Agreement.

10. Provide a meeting facility for all scheduled public meetings.

The County shall pay JEO a lump sum fee not exceed \$194,025.00 for the performance of the Scope of Services in Exhibit "A". County shall be billed monthly for services performed, based upon a percent complete per Phase. The schedule shall be adjusted to match available funds per the two fiscal years, if necessary. The project Kick-off, Profile and Envision phases are anticipated to be completed in the current fiscal year (see attached Budget Sheet).

Additional services, as may be agreed to and added to Exhibit "A", shall be billed in accordance with the agreement or addendum authorizing such service.

If acceptable, please sign and return one (1) copy to JEO (Omaha office). If you have any questions, please feel free to contact me.

JEO CONSULTING GROUP, INC

SARPY COUNTY


By: Jeffrey B. Ray, AICP
Title: Planning Department Manager


By: Jim Thompson
Title: Chairman

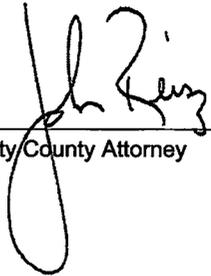
Date Signed: 12-03-2014

Date Signed: 12-9-14

Address for giving notices:
11717 Burt Street, Suite 210
Omaha, NE 68154

Address for giving notices:
1210 Golden Gate Dr # 1250
Papillion NE 68046

Approved as to Form:


Deputy County Attorney

**SCOPE of SERVICES and FEE
EXHIBIT "A" TO LETTER AGREEMENT
DATED DECEMBER 9, 2014**

1. **Project** –The purpose of this agreement is for the project entitled Sarpy County Comprehensive Plan. It shall generally consist of the preparation of an update to the Sarpy County Comprehensive Plan, Zoning and Subdivision Regulations and Zoning Map.

As defined by Neb. Rev. Stat. § 23-174.05, a county comprehensive plan is “the general plan for the improvement and development of the county outside of the jurisdiction of any city or village.” The statute also requires the inclusion of:

1. The general location, character, and extent of existing and proposed streets and highways and railroad, air, and other transportation routes and terminals;
2. Existing and proposed public ways, parks, grounds, and open spaces;
3. The general location, character, and extent of schools, school grounds, and other educational facilities and properties;
4. The general location and extent of existing and proposed public utility installations;
5. The general location and extent of community development and housing activities; and
6. The general location of existing and proposed public buildings, structures, and facilities.

Developed in accordance with state statutes, the Sarpy Comprehensive Plan will be designed to promote orderly growth and development for the county, provide policy guidelines and development guidelines, and enable citizens and elected officials to make informed decisions about the future of the county. The plan will be blueprint that guides the county through change as it occurs over the next twenty years. As significant growth and development is expected to occur in Sarpy County in the near future, the county comprehensive plan will include an extensive economic development component and zoning regulations to implement the long term vision which will be developed in the Comprehensive Plan.

2. **Scope of Services** – The following descriptions provide the County with our Scope of Services detailing the specific components for each phase of the project.

Additional services may be performed by the JEO Team at the direction of the County and with modification to this contract. Such services shall be mutually agreed to in written form, and attached to this document.

Phase I: Project Kick-Off and Organization

Process:

- A. Establish a planning advisory committee (PAC) as an oversight group. The committee will assist the consultant team as a sounding board for the vision of the county and provide technical or special direction to the process.
- B. Develop a public participation plan with county staff, designated planning advisory committee members and the county board.
- C. Develop a proposed meeting schedule.
- D. Establish the base maps in ArcGIS format.
- E. Conduct kick-off meeting to discuss project intent, roles of the team and establish a schedule for the public input meetings selected by the county.
- F. Obtain previous planning and engineering reports
- G. Initiate Sarpy County target industry analysis

Outcome:

Outcome

1. Understanding of the project and roles of the PAC, planning commission, county staff, and consultant team.
2. Plan advisory committee (PAC)
3. Tentative meeting schedule
4. Target industry analysis

Phase II: Profile

Process:

- A. Survey existing land uses in Sarpy County for the following use types:
 - i. Agricultural
 - ii. Residential
 - iii. Commercial
 - iv. Industrial
 - v. Public and quasi-public
 - vi. Parks and recreation
 - vii. Vacant
- B. Analyze the natural resources and hazards:
 - i. Topography and soil types
 - ii. Floodplain and drainage
 - iii. Flora and fauna habitat
 - iv. Natural hazards
 - v. Air and water quality
- C. Analyze housing stock
 - i. Housing inventory and condition
 - ii. Housing composition, value, age, and tenure
 - iii. Housing vacancy and needs
- D. Survey and evaluate existing and proposed county facilities and infrastructure, including:
 - i. Public works (including water, sanitary sewer, drainage and storm sewer, solid waste)
 - ii. Public safety (law enforcement, fire protection, emergency services)
 - iii. Parks and recreation
 - iv. Public facilities
- E. Review and survey the existing communities and county neighborhoods:
 - i. Historic structures
 - ii. Commercial/industrial districts
- F. Evaluate transportation facilities including:
 - i. Existing road systems and classifications
 - ii. Proposed road systems
 - iii. Available traffic count data
 - iv. Existing trails system (locally and regionally)
 - v. Identification of the major corridors and the existing conditions
 - vi. Coordination with MAPA, NDOR, and County Public Works Department
 - vii. Identify existing transit services
- G. Review all public facilities including existing and planned parks and recreation, cemetery, library, and public safety
 - i. Mapping (The team will utilize the existing Sarpy County maps and base data for creating the maps listed above in electronic format.)
- H. Review of Sarpy County for industrial development opportunities
 - i. Review target industry analysis
 - ii. Evaluate development opportunities and constraints
 - iii. Preliminary environmental and infrastructure review
 - iv. Coordinate with Sarpy County Economic Development

- I. Review the existing studies and reports
 - i. Comprehensive Plans of the 5 cities in Sarpy County
 - ii Heartland 2050 Plan
 - iii. Platteview Road Corridor Study
 - iv. Existing Sanitary Sewer Study

J. Initiate review of the County Zoning Regulations

Outcome:

- 1. Survey of land uses and facilities throughout Sarpy County
- 2. Document conditions by location and type of base maps
- 3. Evaluation of existing community facilities and recommendations for future needs in Sarpy County
- 4. Completed mapping system as indicated
- 5. Identify potential industrial developments in Sarpy County
- 6. Meet with PAC twice

Phase III: Envision

Process:

- A. Initiate MindMixer for online public input.
- B. Conduct two town hall meetings to gather preliminary input for the development of goals, objectives, and policies.
- C. Conduct focus group meetings with key staff, administration and elected officials, community leaders, SIDs, and other designated interest groups.
- D. Identify three to five sites that best match the target industry analysis and opportunities and constraints analysis
- E. Prepare a summary report of key issues and strategies for the county's acceptance and modify as directed.
- F. Coordinate with the County's concurrent studies (Parks and Trails Master Plan, Hazard Mitigation Plan, and Sanitary Sewer Study)

Outcome:

- 1. Two town hall meetings (number can be negotiated)
- 2. Six focus group meetings held over a two day period
- 3. Develop Sarpy County's vision statement with PAC
- 4. Sarpy County goals, objectives, and guiding principals
- 5. Identify top industrial/commercial park sites
- 6. Summary report of all meetings conducted.

Phase IV: Achieve

Process:

- A. Develop a housing plan
 - i. Housing goals, policies, and objectives
 - ii. Housing program to address needed units and neighborhoods
 - iii. Identify the specific areas of Sarpy County for development or redevelopment of housing
- B. Develop a land use plan and maps addressing specific issues, such as, but not limited to:
 - i. Growth management policies and priority growth areas
 - ii. Residential development including specific density levels for key areas of Sarpy County
 - iii. Commercial and Industrial development cores and nodes
 - iv. Economic development and redevelopment sub areas

- v. Historic preservation
- vi. Open spaces
- vii. Forecast of future land use needs

C. Transportation Plan. The purpose of this task is assessing the existing transportation system to identify potential improvements and develop transportation goals, objectives and guidelines. This task will build upon concepts and recommendations from previous efforts; including the MAPA 2035 Long Range Transportation Plan, Existing Comprehensive Plan, Metro Area Travel Improvement Study, and the Platteview Road Study.

- i. Gather/Review Existing Data. This task includes effort to gather and review the existing studies referenced above. This task also includes efforts to obtain the existing average daily traffic volumes and the future year average daily traffic projections.
- ii. Establish Vision, Goals and Objective. This task includes effort to work with County staff, the focus groups and the public to identify the vision, goals and objectives for the future transportation system. Consultant will also coordinate with all 5 cities, local, state and federal agencies.
- iii. Roadway Improvements. Consultant will develop roadway improvements from the issues identified in community input process, the average daily traffic volumes and information from County Staff. The roadway improvements will be illustrated on aerial photography as a thick line sketch. Planning level cost estimates will be developed for each improvement.
- iv. Transportation Guidelines/Policies. Consultant will develop typical road sections and construction standards from input from the community and County Staff. The typical road sections will provide guidance for the future road system in Sarpy County. Each road section will include applicable policies regarding the section including items such as access, design standards, aesthetic treatments, and multi-modal considerations. It is assumed that up to 6 different typical road sections will be developed.

D. Coordinate the park and recreation master plan

- i. Identify type and service areas for all existing parks
- ii. Propose areas for new parks
- iii. Provide technical assistance as to what amenities should be provided in Sarpy County's park system now and in the future

E. Industrial plan for top three to five identified sites.

- i. Coordinate sites selected by SCEDC
- ii. Analyze supporting infrastructure and land uses

F. Other plan elements

- i. Public facilities plan
- ii. Environmental resources plan
- iii. Design Guidelines
- iv. Energy plan
- v. Storm water management plan
- vi. Business districts Plan
- vii. Parks/recreation plan

Outcome:

1. Land use plan
2. Transportation plan
3. Housing plan
4. Economic development plan
5. Industrial/Commercial plan
6. Growth Management Plan
7. Meet with PAC twice

Phase V: Implement
Comprehensive Plan

Process:

- A. Identify key persons/groups in the community who will need to be involved in the implementation of the Sarpy County Comprehensive Development Plan.
- B. Research and identify specific funding sources that can aid in the implementation of the Sarpy County Comprehensive Development Plan.
- C. Identify a set of tasks for the county to complete in the short, medium and long term.
- D. Finalize the Comprehensive Plan and provide for public review of the document prior to approval

Outcome:

1. An action plan for the implementation of this comprehensive plan
2. A set of funding sources to use to complete future county projects
3. A maintenance schedule for keeping this plan up to date
4. Meet with PAC.
5. Present final documents to the Planning Commission and County Board
6. Provide 25 color copies and a digital version of the documents to the county.
7. Deliver an HTML version of the plan aka "smart plan"

Zoning and Subdivision Regulations Update

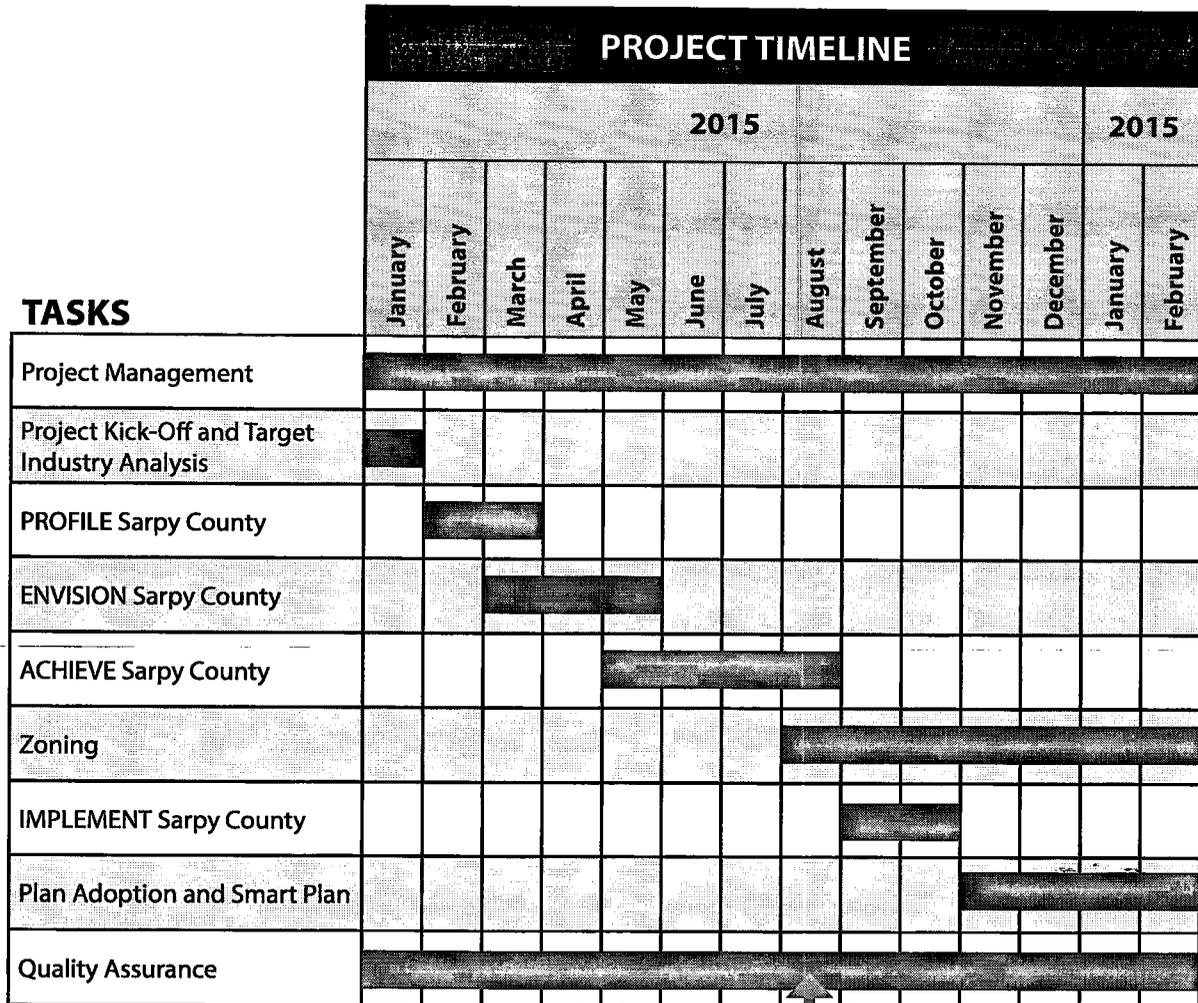
Process:

- A. Analyze the current zoning and subdivision regulations and review recent changes
- B. Discuss issues that have arisen in recent years with the county staff and PAC
- C. Review findings from A and B with the PAC or subcommittee
- D. Determine infrastructure standards, including transportation corridor policies as developed in the Achieve section
- E. Incorporate storm water management plans
- F. Outline the development process utilizing timelines and checklists
- G. Define the various zoning districts' intent and create a land use compatibility matrix
- H. Incorporate design guidelines for special corridors and industrial/commercial parks
- I. Review draft regulations with the committee that address the topics discussed (two meetings)
- J. Integrate graphics to create a more user friendly document
- K. Draft new regulations with updated information and the necessary changes
- L. Construct a new zoning map working with the County GIS department
- M. Present the final version to the Planning Commission and County Board

Outcome:

- New Zoning and Subdivision regulations
- Up to 25 printed copies and one electronic copy on CD
- New official zoning map
- Four committee meetings
- Up to three public workshops
- Presentations to Planning Commission and County Board

WORK SCHEDULE



JEO's quality assurance program will ensure the Sarpy County receives a comprehensive plan that meets, if not exceeds, the county's expectations.

BUDGET

PHASE	FIRM	EST. COST	DIRECT COSTS	
PROJECT KICK-OFF	JEO	\$7,500	Included in estimated cost	
	HDR	\$2,000	N/A - subconsultants provided lump sum for each phase	
	SB Friedman	\$7,000	N/A - subconsultants provided lump sum for each phase	
	PHASE TOTAL			\$16,500
PROFILE Sarpy County	JEO	\$21,500	Included in estimated cost	
	HDR	\$5,000	N/A - subconsultants provided lump sum for each phase	
	SB Friedman	\$5,000	N/A - subconsultants provided lump sum for each phase	
	PHASE TOTAL			\$31,500
ENVISION Sarpy County	JEO	\$15,250	Included in estimated cost	
	HDR	\$16,000	N/A - subconsultants provided lump sum for each phase	
	SB Friedman	\$4,000	N/A - subconsultants provided lump sum for each phase	
	PHASE TOTAL			\$32,250
ACHIEVE Sarpy County	JEO	\$11,500	Included in estimated cost	
	HDR	\$10,000	N/A - subconsultants provided lump sum for each phase	
	SB Friedman	\$7,000	N/A - subconsultants provided lump sum for each phase	
	PHASE TOTAL			\$28,500
IMPLEMENT Sarpy County	JEO	\$21,750	Included in estimated cost	
	HDR	\$4,000	N/A - subconsultants provided lump sum for each phase	
	SB Friedman	\$2,000	N/A - subconsultants provided lump sum for each phase	
	PHASE TOTAL			\$27,750
REGULATIONS	JEO	\$51,525	Included in estimated cost	
	HDR	\$3,000	N/A - subconsultants provided lump sum for each phase	
	SB Friedman	-	N/A - subconsultants provided lump sum for each phase	
	PHASE TOTAL			\$54,525
PROJECT TOTAL			\$194,025	

JEO Consulting Group, Inc.
GENERAL CONDITIONS



Exhibit B

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

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 the 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



Exhibit B

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: \$2,000,000
 - ii. General Aggregate: \$2,000,000
- 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.