

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING AGREEMENT WITH JEO CONSULTING GROUP, INC FOR
PROFESSIONAL SERVICES FOR SARPY COUNTY PROJECT C-77(14-8) LINCOLN ROAD, FROM
117TH ST TO 114TH ST

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;

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

WHEREAS, general supervision and control of the public roads of each county is vested in the County Board by virtue of Neb. Rev. Stat. § 39-1402 (Reissue 2012);

WHEREAS, Sarpy County desires to enter into an agreement (“Agreement”) with the firm of JEO CONSULTING GROUP INC for professional engineering services in conjunction with the design and development of Construction documents for Lincoln Road from 117th Street to 114th Street in Sarpy County;

WHEREAS, the Agreement is for services that are unique, non-competitive, and professional; 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 this Board hereby approves and adopts the Agreement for professional services with JEO CONSULTING GROUP INC, a copy of which is attached hereto, and any other related documents, the same being approved and adopted by the Board.

~~BE~~ IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk are hereby authorized to execute on behalf of this Board, the Agreement.

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 11th day of February, 2014.


Sarpy County Board Chairman

Attest:
SEAL


County Clerk



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

February 7, 2014

Bill Herr
Sarpy County Public Works
15100 South 84th Street
Papillion, NE 68046

RE: Sarpy County
Lincoln Road from 117th Street to 114th Street
C-77(14-8)A

Dear Bill:

This letter agreement is related to the project referenced above, as discussed at our meeting with you on January 8, 2014. Eric Dixon will be the project manager and Jay Fallick will be the project engineer for JEO Consulting Group.

Scope: Attached as Exhibit "A" is a project description and a detailed scope of services for the above referenced project.

Fee: The following services would be provided at JEO's standard hourly rates (see attached schedule) and the total fee not to be exceed for these services are estimated to be:

Preliminary Field Work & Studies		\$16,105.00
Preliminary Engineering	\$4,230.00	
Topographic and Boundary Survey	\$5,570.00	
Wetlands and T&E Species	\$4,235.00	
Geotechnical	\$2,070.00	
Roadway Design Services		\$57,052.00
Roadway Design	\$44,742.00	
Roadway Lighting	\$4,460.00	
Meetings	\$5,290.00	
Limited Bidding Services	\$2,560.00	
Permitting Assistance		\$4,165.00
	TOTAL	\$77,322.00

Additional services approved by the County will be provided at standard JEO Rates based on the attached range of billing rates. JEO's hourly rates may be modified from time to time to reflect changes in costs.

The attached Exhibit "B" FEE MATRIX breaks down the hours and anticipated billing rates for each task.

JEO CONSULTING GROUP INC

11717 Burt Street | Suite 210 | Omaha, Nebraska 68154-1510 | p: 402.934.3680 | f: 402.934.3681
www.jeo.com

Time Frame: The proposed project schedule for the phases of this project is:

Topographic Survey	February 21, 2014 (subject to weather)
30% Plans	March 21, 2014
Final Design Plans	May 30, 2014

Attached hereto, and considered integral to this letter agreement, are the GENERAL CONDITIONS of this letter agreement.

NONDISCRIMINATION 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.

If acceptable, please sign and return an original with the purchase order to JEO. If you have any questions, please call.



Eric Dixon
Project Manager
JEO Consulting Group, Inc.



Tom Kellogg
Transportation Department Manager
JEO Consulting Group, Inc.



2/11/14

Chairman
Board of Commissioners
Sarpy County

EXHIBIT "A"
SCOPE OF SERVICES

Project Description: The project will extend Lincoln Road from the terminus (at approximately 117th Street), easterly to 114th Street. The proposed urban-section roadway will match the configuration of the existing roadway at the point of terminus, consisting of one westbound lane, one two-way internal left turn lane, one eastbound lane and two exterior bike lanes. Design of conduit and bases for street lighting will be included in the project. Design of sidewalk, landscaping, water main extension and sanitary sewer extension will not be included in the project. Funding is being provided by Sarpy County (local funds).

JEO will provide professional services for surveying, roadway design, and limited permitting assistance. The following is a detailed scope of services:

1. Preliminary Field Work and Studies

1.1. Project Kick-Off:

- 1.1.1. Organize and attend the project kick-off meeting.
 - 1.1.1.1. Layout preliminary alignment using aerial photography and GIS data.
 - 1.1.1.2. Coordinate with County to select the preferred conceptual roadway alignment.

1.2. Topographic Survey:

- 1.2.1. Conduct topographic survey of the proposed roadway corridor.
 - 1.2.1.1. Topography shall include 125 feet each side of the center of intersection with 114th Street.
 - 1.2.1.2. Topography shall include 200 feet of existing Lincoln Road west of the point of terminus.
 - 1.2.1.3. Topography shall include 75 feet each side of the proposed alignment.
- 1.2.2. Locate existing storm sewer inlets, manholes. Measure size of pipes and depth of structures.
- 1.2.3. Locate existing sanitary sewer manholes. Measure depth of structures.
- 1.2.4. Use One Call Locate Service to mark existing utilities.
- 1.2.5. Process topography using CAD software to create base drawings.

1.3. Boundary Survey:

- 1.3.1. Locate and survey section corners.
- 1.3.2. Research and obtain copies of existing plats, deeds and easements recorded with the Sarpy County Register of Deeds. Deliverables for this task do not include title reports, title commitments or title abstracts.
- 1.3.3. Draw boundary information using CAD software to create base drawings.

1.4. Wetland Delineation and Threatened and Endangered Species Survey:

- 1.4.1. Wetland Delineation fieldwork and report.
 - 1.4.1.1. Perform field work within the project limits.
 - 1.4.1.1.1. Complete wetland data sheets pursuant to the U.S. Army Corp of Engineers *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)*.
 - 1.4.1.1.2. Survey wetlands with a hand-held GPS unit.
 - 1.4.1.2. Compose a wetland delineation report summarizing findings.
 - 1.4.1.3. Import wetland information using CAD software to create base drawings.
- 1.4.2. Perform threatened and endangered species survey within project limits. Compose memorandum summarizing the findings.

1.5. Geotechnical Soils Investigation and Pavement Design:

- 1.5.1. Perform field work within the project limits.

EXHIBIT "A"
SCOPE OF SERVICES

- 1.5.1.1. 4 test borings at a depth of 10 to 30 feet.
 - 1.5.1.2. Collect samples from borings at 5 feet intervals for laboratory testing.
 - 1.5.2. Laboratory testing of soil moisture content, density, unconfined compression test to determine shear strength, one-dimensional consolidation tests to evaluate compressibility, and index property tests for classification.
 - 1.5.3. Report summarizing the general soil and ground water conditions underlying the site; present the relevant engineering properties of the existing soils; provide earthwork and site preparation recommendations; and recommend design criteria and parameters for pavements.
- 2. Roadway Design Services:**
- 2.1. Review existing data and information provided by the County.
 - 2.2. Prepare 30 percent plans including a cover sheet, typical sections, geometrics, drainage, horizontal and vertical alignment, limits of construction, cross sections and existing right of way.
 - 2.3. Furnish public and private utilities (water distribution, sanitary sewer, gas, telephone, cable tv, etc.) 30 percent plans.
 - 2.4. Review preliminary plans at a plan-in-hand meeting.
 - 2.5. Preparation of final plans that include the following sections:
 - 2.5.1. Cover Sheet
 - 2.5.2. Typical Sections
 - 2.5.3. Summary of Quantities
 - 2.5.4. Wetlands/Aerials
 - 2.5.5. Horizontal Alignment & Orientation
 - 2.5.6. General Information
 - 2.5.7. Geometrics
 - 2.5.8. Joints and Grades
 - 2.5.9. Drainage
 - 2.5.10. Construction & Removals
 - 2.5.11. Erosion and Sediment Control
 - 2.5.12. Plan and Profile Sheets
 - 2.5.13. Permanent Traffic Signage Plan
 - 2.5.14. Pavement Marking Plan
 - 2.5.15. Roadway Lighting Plans
 - 2.5.16. Drainage Structure Cross Sections
 - 2.5.17. Special Plans
 - 2.5.18. Right of Way Sheets
 - 2.5.19. Cross Sections
 - 2.6. Prepare special provisions.
 - 2.6.1. County will assemble bid documents.
 - 2.7. Furnish County final plans for review of proposed improvements.
 - 2.8. Prepare list of bid items and estimated quantities for the County to use to compile the bid proposal.
 - 2.9. Prepare an opinion of probable construction cost.
 - 2.10. Prepare legal descriptions and easements of tracts to be acquired for right-of-way and easements.
 - 2.11. Attend a meeting with adjacent land owners.
 - 2.12. Project progress meeting with County (assume 2 progress meetings).
 - 2.13. Respond to contractor's questions during bid letting.

EXHIBIT "A"
SCOPE OF SERVICES

3. Permitting Assistance:

- 3.1. Assist the County with obtaining the following permits:
 - 3.1.1. Prepare the National Pollution Discharge Elimination System Construction Storm Water Notice of Intent form. Form will be submitted by the County.
 - 3.1.2. Prepare the Papillion Creek Watershed Partnership Grading Permit forms. Forms will be submitted by JEO.
 - 3.1.3. Prepare Section 404 Pre-Construction Notification package. Package will be submitted by the County.
 - 3.1.3.1. Assume that this project will be authorized by a Section 404 Nationwide Permit. Additional services will be required if the project requires a Section 404 Individual Permit.
 - 3.1.3.2. Task does not include services required for compensatory mitigation that may be required by the United States Army Corp of Engineers, including but not limited to design, construction of compensatory mitigation, and monitoring of compensatory mitigation.
 - 3.1.3.3. While unexpected, this scope and fee does not guarantee a permit will be obtained from the USACE on the first submittal attempt. If multiple requests for information or an appreciable amount of coordination is required with the USACE or other agencies to secure a 404 permit, additional services may be required. In that event, notification with the client would be made ahead of completing the work.
 - 3.1.3.4. The Pre-Construction Notification package will be composed of the following items:
 - 3.1.3.4.1. Wetland Delineation Report
 - 3.1.3.4.2. Engineering Form 4345
 - 3.1.3.4.3. Project description and methods of dredging or excavating, disposal site, sediment control, and waste disposal.
 - 3.1.3.4.4. Project site location and impact maps.

4. Services Not Included:

- 4.1. Documentation of historic properties and cultural resources.
- 4.2. Traffic studies, traffic counts, and traffic signal warrant analysis.
- 4.3. Traffic signal design.
- 4.4. Noise study.
- 4.5. District creation.
- 4.6. Structural design and plan production for retaining wall(s), bridge(s) and box culvert(s). These services could be provided by supplemental agreement if needed.
- 4.7. Land acquisition appraisals and land acquisition negotiation services.
- 4.8. Construction permit(s) (except for limited assistance with obtaining permits listed in task 3).
- 4.9. Post-Construction Storm Water Management Plan and design of post-construction storm water treatment facilities.
- 4.10. Bidding letting and contractor negotiation.
- 4.11. Post bid letting services including, but not limited to construction administration, construction observation, construction staking, materials testing, shop drawing review, and responses to requests for information. These services could be provided by supplemental agreement if needed.

EXHIBIT "A"
SCOPE OF SERVICES

5. County to Provide

- 5.1. Section corner locations and ties (if not available on the County Website).
- 5.2. Aerial photos.
- 5.3. Timely reviews of plans and or requests for information.
- 5.4. Assemblage of bid documents.
- 5.5. As-built drawings of Lincoln Road and 114th Street.

HOURLY RATE SCHEDULE

FEBRUARY 2, 2013

JEO CONSULTING GROUP INC. CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	\$115.00	-	\$187.00
Project Engineers/Architects:	\$100.00	-	\$155.00
Project Engineers (E.I.):	\$85.00	-	\$92.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$73.00	-	\$115.00
Office/Administrative:	\$76.00	-	\$100.00
Principals:	\$175.00	-	\$204.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

EXHIBIT "B"
FEE MATRIX

Lincoln Road from 117th Street to 114th Street C-77(14-8)A

Group 1 - Preliminary Field Work & Studies

Preliminary Engineering

Task	PM \$ 165	PE \$ 155	EI \$ 105	Sr. CAD \$ 115	Subtotal
1 Project kick-off	8	6	4	8	\$ 3,590.00
2 Subconsultant Coordination	2	2			\$ 640.00

Survey

Task	PM \$ 165	PE \$ 155	Survey Super. \$ 105	Survey Crew \$ 190	Subtotal
1 Preliminary Topographic Survey	1	1	8	16	\$ 4,200.00
2 Boundary Survey			4	5	\$ 1,370.00

Environmental

Task	PM \$ 165	PE \$ 155	Biol. \$ 85	GIS \$ 90	Subtotal
1 Wetland Delineation	1	1	36	4	\$ 3,740.00
2 Threatened and Endangered Species		1	4		\$ 495.00

Subconsultants

	Raw Cost	Markup	Subtotal
1 Geotechnical	\$ 1,800.00	15%	\$ 2,070.00

Group 2 - Roadway Design Services

Roadway Design

Task	PM \$ 165	PE \$ 155	EI \$ 105	Sr. CAD \$ 115	H&H \$ 187	Admin \$ 76	Survey Super. \$ 105	Subtotal
1 Roadway Design (Alignment and Layout)	8	16	16					\$ 5,480.00
2 Roadway Base Plan Set Production			16	72				\$ 9,960.00
3 Roadway Cross Sections		8		40				\$ 5,840.00
4 Erosion and Sediment Control		4		16				\$ 2,460.00
5 Storm Sewer/Drainage Design Computations		4			20			\$ 4,360.00
6 Storm Sewer/Drainage Plan Production				32	4			\$ 4,428.00
7 Traffic Control and Pavement Markings		8	4	4				\$ 2,120.00
8 Utility Coordination	2	4	4					\$ 1,370.00
9 Right of Way		4	8	4				\$ 1,920.00
10 Right of Way Legal Descriptions and Plats		2					8	\$ 1,150.00
11 Special Provisions	4	20				4		\$ 4,064.00
12 Cost Estimate	4	6						\$ 1,590.00

Roadway Enhancements

Task	PM \$ 165	PE \$ 155	EE \$ 160	EE EI \$ 110	Sr. CAD \$ 115	Subtotal
1 Roadway Lighting	1	1	12	16	4	\$ 4,460.00

Meetings

Task	PM \$ 165	PE \$ 155	EI \$ 105	Subtotal
1 Project Progress Meetings (Assume 2)	8	12		\$ 3,180.00
2 Meeting with Adjacent Land Owners	4	8	2	\$ 2,110.00

General Project Management

Task	PM \$ 165	PE \$ 155	Subtotal
1 Limited Bidding Services	8	8	\$ 2,560.00

Group 3 - Permitting Assistance

Permitting Assistance

Task	PM \$ 165	PE \$ 155	EI \$ 105	Biol. \$ 85	GIS \$ 90	Subtotal
1 NPDES CSW-NOI		3		2	2	\$ 815.00
2 PCWP Grading Permit		4	8			\$ 1,460.00
3 Section 404-NWP	2	4	4	4	2	\$ 1,890.00

Total Fee \$ **77,322.00**

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client 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. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client'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 client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client 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 client 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 client 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 client 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. Client 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 client 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 client, suspend services to the client 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 client 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 client 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 client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client 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 client 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 client are only for convenience of the client. 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 client.

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

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 client 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 client 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 client, 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 client 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 client shall reimburse JEO for any additional limits or coverages that the client 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 client 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 client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client 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 client 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 client 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 client 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 client 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. 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.