



February 6, 2025

Mayor and City Council
City of Albion
420 W Market Street
Albion, NE 68620

RE: Albion City Trail
Albion, NE
JEO Project No. 242074.00

Dear Mayor and City Council:

Below is a summary of the services JEO Consulting Group, Inc. (JEO) will provide for the Albion City Trail project.

- JEO to provide survey, conceptual design, final design, bidding, and construction services for the proposed trail and park improvements. This work generally includes the following:
 - Conceptual design and evaluation of two trail routes and review with City Staff
 - Conceptual layout of Park on Clark
 - Topographic survey of selected trail route
 - Final design of Trail and Restroom/Picnic Shelter which includes two design teams (Transportation and Architecture/Structures).
 - One bid package/contract for both the trail improvements and Restroom/Picnic Shelter.
 - Include NDOT Coordination and permitting for trail crossing State Highway 91
 - Construction Administration, Construction Staking, and Construction Inspection for both the restroom/picnic shelter and trail improvements

- Schedule: Complete Topographic Survey, Design, and Bidding by Fall of 2025. Construction would begin in the spring of 2026.

- Fee: The total fee for JEO Professional Services is \$184,900. This fee was determined after adjustments to the scope/personal from the original \$197,900 fee.

We sincerely appreciate the opportunity to offer our engineering services for this work. Should you have any questions or concerns regarding the details outlined above, or an aspect of this agreement requires clarification, please feel free to contact me at awilshusen@jeo.com or 402.768.1120.

Sincerely,

A handwritten signature in blue ink, appearing to read 'AW' followed by a stylized flourish.

Andrew Wilshusen, PE
Project Manager

Enclosures

cc: Andrew Devine



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **February 11, 2025** (“Effective Date”) between **City of Albion** (“Client”) and **JEO Consulting Group, Inc.** (“JEO”).

Client’s project, of which JEO’s services under this Agreement are a part, is generally identified as follows:

Albion City Trail (“Project”).

JEO Project Number: **240074.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT’S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$184,900**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO 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.

Client: **City of Albion, NE**

JEO Consulting Group, Inc.



By:  _____

By: Andrew Wilshusen _____

Title:  _____

Title: Project Manager _____

Date Signed:  _____

Date Signed: 2/7/2025 _____

Address for giving notices:

Address for giving notices:

 _____

JEO Consulting Group, Inc. _____

 _____

319 North Locust Street _____

 _____

Grand Island, NE _____

 _____

 _____



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION:

Albion, Ne: The project will consist of the site layout of the Park on Clark at the southeast corner of the intersection of Clark Street and 9th Street, and including the design of a combination Pavilion/Shelter and Restroom Facility and Phase 2 of the Trail System to link key recreation facilities of Fuller Park, Albion Sports Complex, and the Park at Clark Street and 9th Street..

The combination Pavilion/Shelter and Restroom Facility will be an ADA accessible facility. The shelter structure will be approximately 50' x 30' and includes two unisex restrooms with a toilet and sink in each. It is anticipated that the restrooms will be designed as a slab-on-grade structure with a perimeter footing with 8' concrete block walls. The picnic shelter will be designed as a steel post and beam structure. The building will be vented, but it will not be conditioned for heating and cooling thus the building will need to be winterized

1 DESIGN PHASE

- 1.1 Provide Project Management throughout all Phase of this project, to include:
 - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
 - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
 - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
- 1.2 Coordinate Geotechnical Investigation. Engineer will solicit geotechnical investigation firms for services to be secured by the Owner. Owner to pay for geotechnical services.
- 1.3 Engineer will schedule and obtain a topographic survey of the part of the park site where the improvements will be located and along the selected trail route containing the following:
 - 1.3.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.
 - 1.3.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 1.3.3 Create an electronic drawing using AutoCAD illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.
 - 1.3.4 Collect available property pins and/or sections corners to develop the necessary legal descriptions required for the project.

- 1.3.5 Survey limits are from centerline of roadway to city ROW line on the side of the selected trail route/location.
- 1.4 Engineer will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing.

Pavilion/Shelter and Restroom Combination Facility:

- 1.5 Develop design/construction documents indicating the scope of the work for the Combination Facility. Services include architectural, structural, mechanical (vented) and electrical design.
- 1.6 Drawings will include a floor plan, roof plan, exterior elevations, a building section, a door schedule, toilet accessory schedule, interior restroom elevations, water and sanitary sewer service, and other plans and details as deemed necessary by the design team.
- 1.7 Deliver schematic design documents to the city for review
- 1.8 Meeting with owner to review detailed building plans. (Virtual)

Trail Design:

- 1.9 Review of existing data and design requirements.
- 1.10 Complete an onsite visit to review 11th Street proposed trail route.
- 1.11 Complete a conceptual layout of the 11th Street trail route
- 1.12 Prepare a conceptual cost opinion of 11th Street trail route.
- 1.13 Meet with the city (1 Virtual Meeting), to review the proposed conceptual trail route.
- 1.14 JEO will review and concept Trail Route 2-B only if directed by the City. This would be an additional cost.
- 1.15 Prepare 60% complete preliminary plans of selected trail route, to include:
 - 1.15.1 Cover sheet and general location maps
 - 1.15.2 Survey control sheets
 - 1.15.3 Removal plan
 - 1.15.4 Trail plan and preliminary profile (with construction notes)
 - 1.15.5 Drainage sheets
 - 1.15.6 Utility Sheets
 - 1.15.7 Typical cross section of trail
 - 1.15.8 Cross section sheets
- 1.16 Prepare a 60% complete opinion of probable construction cost.
- 1.17 Perform an internal quality assurance/quality control (QA/QC) review of the preliminary plans and specifications.
- 1.18 Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout, survey information and opinion of probable construction cost. (One meeting)
- 1.19 Revise plans and specifications based on the QA/QC comments and the 60% complete design meeting with the Owner.
- 1.20 Prepare 90% complete plans and specifications. Plans and specifications to include:
 - 1.20.1 All sheets previously listed for the 60% complete plans.
 - 1.20.2 Design detail sheets.
 - 1.20.3 Temporary Traffic Control Sheets

- 1.20.4 SWPPP Plan Sheets
- 1.20.5 Completion of the special provisions section of the specifications.
- 1.20.6 Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 1.21 Perform an internal QA/QC review of the 90% complete plans and specifications.
- 1.22 Finalize construction drawings and specifications subject to Owner's approval.
- 1.23 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.24 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.25 Prepare necessary permit applications to construct the Trail improvements crossing Highway 91 with the Nebraska Department of Transportation (NDOT) Owner to sign and send actual submittal to NDOT and pay all fees associated with the permit application.
- 1.26 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations.
- 1.27 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the NDEQ to obtain an NPDES Storm Water permit. Owner to pay all permit fees.
- 1.28 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval. Authorize advertising for bids.

2 BIDDING AND NEGOTIATION PHASE

- 2.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.3 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request.
- 2.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.5 Assist the Owner in securing construction bids for the project.
- 2.6 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 2.7 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.8 Attend one (1) meeting with the Owner to present and review all bids received and assist the Owner in award of the construction contract.
- 2.9 Prepare and submit necessary information to the Owner for project award approval.
- 2.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 2.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

3 CONSTRUCTION PHASE

- 3.1 Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning. This conference (Pre-Con) will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Minutes of the Pre-Construction Conference will be provided to all participants by the Engineer.
- 3.2 Provide baseline survey for horizontal and vertical controls for the proposed improvements, to be referenced by both the Engineer and Contractor during the construction of the project.
- 3.3 Provide construction staking of the proposed improvements, including marking removals, location and grade of the proposed storm sewer and paving improvements.
- 3.4 Review shop drawings and related data supplied by the Contractor.
- 3.5 Provide interpretation of the plans and specifications, when necessary.
- 3.6 Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
- 3.7 Attend up to two (2) City Council meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 3.8 Consult with and advise Owner during construction regarding all aspects of the project.
- 3.9 Coordinate and review geotechnical soil and concrete testing results. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting is the responsibility of the Contractor.
- 3.10 Perform measurement of all final as-built quantities.
- 3.11 Conduct a final inspection of project with the Contractor and Owner.
- 3.12 Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 3.13 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
- 3.14 Prepare Record Drawings.
- 3.15 Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
- 3.16 Issue 6- and 11-month warranty letters to the Owner and Contractor. Conduct field reviews of project should a field inspection be necessary.
- 3.17 Issue a warranty period correction letter to the contractor for warranty repair items if necessary.

4 RESIDENT PROJECT REPRESENTATION

- 4.1 JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work. Estimated at 180 hours. Estimated 12 weeks of construction.
- 4.2 The duties and responsibilities of the RPR are described as follows:
 - 4.2.1 Review of contractors work for general compliance with the plans and specifications.

- 4.2.2 Complete Construction Observation Reports when on site
- 4.2.3 Coordinate pay quantities with contractor and engineer.
- 4.2.4 Review of materials delivered to the site for specification compliance.
- 4.2.5 Assist the engineer in interpretation of the plans and specifications to the contractor.
- 4.2.6 Review and coordinate materials testing by assigned testing firm.
- 4.2.7 Compile records for use in preparing record drawings.

5 OWNER RESPONSIBILITIES

- 5.1 Provide timely review of documents or requests for information.
- 5.2 Provide access to property to conduct proposed services.
- 5.3 Provide contact information for utility companies within the right-of-way along the project route.
- 5.4 Enter into an agreement for a geotechnical investigation and materials testing.
- 5.5 City administrator to review project progress and pay applications at City Council meetings when JEO is not present.

6 FEE

- 6.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task</u>	<u>Fee</u>
Design Phase (Lump Sum)	\$ 126,700.00
Bidding and Negotiation Phase (Lump Sum)	\$ 7,500.00
Construction Phase (Lump Sum)	\$ 19,800.00
Resident Project Representation (Hourly not to exceed)	\$ <u>30,900.00</u>
 Total (Lump Sum and Hourly)	 \$ 184,900.00

7 PROGRESS PAYMENTS

- 7.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 7.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 7.3 Payments will be applied first to the interest then principal.
- 7.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

8 CONTRACT TIME

- 8.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 8.2 Design Phase – Complete by October 2024
- 8.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
- 8.4 Construction Phase – Spring 2026

- 8.5 If the Basic Services covered by this Agreement have not been completed by March 15, 2025, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 8.6 The information in this proposal and fee estimate is valid until December 31, 2026. After that time, the scope of services and estimated are subject to adjustment.

9 EXCLUSIONS

- 9.1 Design of storm sewer, water main, sanitary sewer main, electrical distribution, etc.
- 9.2 Geotechnical investigation of subsurface soils conditions (separate contract)
- 9.3 Materials Testing during construction (separate contract)
- 9.4 Land rights and ownership information.
- 9.5 Design past preliminary park amenities lay out.
- 9.6 Floodplain, US Army Corps of Engineers Section 404, or other environmental permitting
- 9.7 Wetlands determination and mitigation
- 9.8 Environmental and endangered species surveys
- 9.9 Traffic study
- 9.10 SWPPP administration and inspections
- 9.11 Any permit fees associated with permit applications
- 9.12 Special meetings and meetings not outlined in the Scope of Services
- 9.13 Street lighting
- 9.14 Grant administration
- 9.15 Payroll record review and labor interviews
- 9.16 Easement description preparation
- 9.17 Utility map updates

10 REIMBURSABLE EXPENSES

- 10.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 10.2 Other reimbursable expenses shall be billed at 110% of their cost.

11 ADDITIONAL TERMS

- 11.1 The General Conditions are specified in Exhibit B.

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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.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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,

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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 with limits not less than shown 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. For projects with construction services, 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

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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. NON-DISCRIMINATION CLAUSE: JEO declares, promises, and warrants that it has 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.) 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. JEO shall require the same of their subconsultants.

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.

19. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

20. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.