



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

THIS IS AN AGREEMENT effective as of _____ between City of Arkansas City, Kansas (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

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

Phase 1 – Preliminary Evaluation for Feasibility of Levee Accreditation (“Project”).

JEO Project Number: 220225.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is a lump sum amount of: \$56,910.00. A basis for the fee for each task is listed in the following table:

PHASE 1 TASKS	COST
Task 1 – Background Research and Levee Walkthrough	\$14,235.00
Task 2 – Preliminary Hydrology & Hydraulics	\$8,885.00
Task 3 – Preliminary Freeboard Assessment	\$7,055.00
Task 4 – Field Survey ₁	\$TBD
Task 5 – Preliminary Economic Impact	\$5,450.00

Task 6 – Summary of Findings	\$11,445.00
Task 7 – Public Information/Education	\$2,580.00
Task 8 – Project Management	\$7,260.00
PHASE 1 TOTAL	\$56,910.00

¹ Survey cost is not included in lump sum. Work from Phase 1 Freeboard analysis will determine survey needs. Estimated cost for survey is \$18K- \$25K.

- C. The consultant will invoice monthly for services to date, due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month), credited first to interest and then to principal.
- D. Additional services can be provided based upon current hourly rates as requested by the Owner. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
 Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner:

Engineer: JEO Consulting Group, Inc.

By: _____

By: Jason M Peek

Title: _____

Title: Director of Operations

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

727 N Waco Avenue Suite 275.

Wichita, Kansas, 67203



Exhibit "A"

SCOPE OF SERVICES

Phase 1 – Preliminary Evaluation for Feasibility of Levee Accreditation City of Arkansas City, Kansas

March 16, 2023

PROJECT DESCRIPTION:

As part of floodplain re-mapping efforts for the Walnut Watershed and Cowley County, Kansas, the Kansas Department of Agriculture (KDA) Division of Water Resources Floodplain Management section and the Federal Emergency Management Agency (FEMA) has identified levees that are shown as providing 100-year flood protection on the Flood Insurance Rate Map (FIRM) for the adjacent community, including Arkansas City. For some levees, it is unknown if they meet the criteria as specified in Title 44 Code of Federal regulations (CFR) 65.10 for the purposes of continuing to be shown as providing 100-year flood protection on the updated floodplain maps for a community. As KDA and FEMA goes through the process of re-mapping or modernizing FIRM's nationwide, they are requesting documentation that these criteria are met so that they may continue to map the subject levee as providing 100-year flood protection.

The City of Arkansas City, Kansas (City) is the sponsor of the approximately 9.22-mile-long levee system that was primarily constructed by the U. S. Army Corps of Engineers (USACE) in phases between October 1997 and summer 2006, with a segment completed by the Kansas Department of Transportation (KDOT) in 1998. As the flood hazard mapping project progresses, the City will need to develop and provide certified levee data to FEMA. The process will often include a Provisionally Accredited Levee (PAL) agreement between the City and FEMA, which indicates that the levee is believed to meet the criteria as specified in 44 CFR 65.10 and provides time to develop, certify and provide the data. If the data cannot be provided, or if the levee does not meet the requirements and no improvements are undertaken to address any identified deficiencies, FEMA will show areas landward of the levee as flood-prone on area FIRMs.

The criteria in 44 CFR 65.10 indicate five categories that must be evaluated and shown to be acceptable prior to accreditation and acceptance by FEMA. These categories include:

- 1) Design Criteria
 - a. Freeboard
 - b. Closure Structures
 - c. Embankment Protection
 - d. Embankment and Foundation Stability, Under seepage, and Settlement (Geotechnical)
 - e. Interior Drainage
- 2) Updated and Current Operations Plan
 - a. Flood Warning System
 - b. Operation of Closures
- 3) Current Interior Drainage Operations Plan
- 4) Updated and Current Maintenance Plan
- 5) Certification Data Submittal

JEO has proposed a phased approach to the process of levee accreditation evaluation and submittal of a certified data package to FEMA. The phased approach includes the following:

**Phase 1: Preliminary Evaluation for Feasibility of Levee Accreditation (Reconnaissance Evaluation)
(Subject of this Contract).**

Potential Future Phases (to be completed later):

- Phase 2: Detailed Evaluation for Feasibility of Levee Accreditation
(Scope items informed by Phase 1)
- Phase 3: Levee Modification Design and Construction (If necessary)
- Phase 4: Levee Accreditation Submittal to FEMA
(Partial or Full Certification dependent upon prior Phase findings)
 - O&M Manual Revisions and Submittal to the USACE
 - Emergency Preparedness Plan (EPP) Development and Submittal to the USACE
 - Certified Data Tabbed Submission Development and Submittal to FEMA

The City will have an option to decide whether to proceed with future phases, based on the results of this evaluation. Analysis completed in Phases 1 and 2 are required for levee certification data development and, if necessary, for levee improvements or utilization of FEMA procedures - Analysis and Mapping Procedures for Non-Accredited Levees. The scope and fee for any future phases will be developed based on the findings of this phase.

All Tasks associated with this scope of services are outlined and described in the detailed scope of services below.

PROJECT TASKS:

The consultant shall perform the following tasks for this project:

Task 1: Background Research and Levee Walk Through

Task 1.1 – Gather and review all available information such as previous field survey data and other pertinent historical records and data which support levee data certification and potential future phase scoping. This data may include:

- Hydrology and hydraulic modeling background information and data for the existing and in development updated floodplain maps,
- Operation, maintenance and inspection records for the levee including embankment, outfalls, utility penetrations, encroachments, closures, and seepage management features,
- Review of recent USACE inspections and the current Operations and Maintenance manuals and procedures,
- Preliminary review of existing interior drainage documentation,
- Preliminary review of existing geotechnical and/or structural documentation,

Task 1.2 – Conduct levee walk through in order to evaluate the existing condition of the levee and to identify potential locations for further investigation and analysis needs.

Task Deliverables:

- Database including available levee documentation

Key Assumptions:

- Available data will be provided by the City, USACE, and/or KDA/FEMA
- The City will be able to secure or assist JEO with access to all portions of the levee system

Task 2: Preliminary Hydrology & Hydraulics Review

Task 2.1 – Obtain and review the existing and best available hydrology and hydraulic models to evaluate overall quality, completeness, and time period of production of the data. Note that at this time it is assumed the ongoing KDA/FEMA mapping project in the Walnut Watershed will provide updated and best available data.

Task 2.2 – Identify any deficiencies in previous hydrologic and hydraulic modeling.

Task Deliverables:

- After review, JEO will make recommendations on existing hydrologic and hydraulic modeling for inclusion into the final report.

Key Assumptions:

- It is assumed the ongoing KDA/FEMA mapping project in the Walnut Watershed will provide updated and best available data. If not available, the current Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) data will be utilized.

Task 3: Freeboard Assessment

Task 3.1 - Based on regulatory 100-year floodplain elevations (BFE's), draft updated BFE's, and available LiDAR data, evaluate the basic requirements of levee accreditation for freeboard requirements as per the criteria of 44 CFR 65.10.

Task Deliverables:

- JEO will develop CADD and/or GIS map indicating the available freeboard of the levee for inclusion into the final report.

Key Assumptions:

- Existing Base Flood Elevation (BFE) information will be utilized from the current regulatory FIS and FIRM as well as data from the ongoing KDA/FEMA Walnut Watershed mapping project. No additional hydrologic/hydraulic modeling will be completed at this time.
- LiDAR data will be used in lieu of field survey for initial freeboard analysis. If freeboard deficiencies are noted, JEO will need to contract for Task 4 field survey.

Task 4: Field Survey

Task 4.1 – After completion of the freeboard analysis, JEO will review results and determine what survey work is needed. Field survey will likely include limited site data collection for the purposes of evaluating elevations of the top of the existing levee and select ancillary features. No other topographic elements will be collected at this time. Survey data will be disseminated in an appropriate format.

Task Deliverables:

- JEO will develop a CADD or GIS drawing of survey data collected to be used for evaluation purposes

Key Assumptions:

- The City will be able to secure or assist JEO with access to all portions of the levee system

- Scope for Field survey may need to be refined from results of freeboard analysis and levee walk through.

Task 5: Preliminary Economic Impact

Task 5.1 - Provide preliminary opinion of probable cost ranges for recommended future evaluations and improvement alternatives (if identified in this phase), pending details of further investigations required as noted.

Task 5.2 – Provide a preliminary opinion of economic impacts of levee de-accreditation, including a preliminary review of potential full or partial de-accreditation scenarios, as well as development regulations within the floodplain. Note with the introduction of the National Flood Insurance Program’s “Risk Rating 2.0” proprietary program processes/data, detailed potential flood insurance cost implications/estimates due to full or partial de-accreditation are likely not feasible. A concept level estimate for decision making purposes will be developed to the extent possible.

Task Deliverables:

- JEO will develop a preliminary cost for future phases and develop a matrix to compare cost of future phases with an estimated impact of no action (levee de-accreditation).

Key Assumptions:

- Costs for future construction (if necessary) and impacts shall be considered preliminary in nature.

Task 6: Summary of Findings

Task 6.1 – Provide a draft summary report and review findings, recommendations for further investigations, preliminary recommendations for action alternatives, and next steps/funding recommendations with the City (one meeting).

Task 6.2 – Based on input and comments received from the City and relevant stakeholders produce and distribute a final summary report.

Task Deliverables:

- JEO will develop a summary report of the findings and deliver up to 4 hard copies and 1 digital copy to the City.

Key Assumptions:

- JEO anticipates one series of comments and revisions

Task 7: Public Information/Education

Task 7.1 – Produce one fact sheet for the City’s general use in providing public information about the project, such as potential implications and anticipated next steps, and attend a City Council meeting to present the report findings.

Task Deliverables:

- JEO will provide a fact sheet to the City in a digital format (pdf) for use by the City

Task 8: Project Management

Task 8.1 – Perform routine project management tasks and general project coordination (not including

meetings) with the City and relevant stakeholders. This includes preparation of a project management plan, general project administration, and monthly progress reports to be included with billing statements.

Task 8.2 – Attendance at up to three City Council Meetings to review status and schedule of the project with the City and to answer any questions.

Task 8.3 – Coordinate with and attend meetings as necessary with involved parties (City, USACE, KDA, FEMA, etc.) as necessary for preliminary investigations/review (two meetings maximum). This task is intended to serve as the coordination effort and open the lines of communication to gather background information required in Task 1.

Task Deliverables:

- Monthly Progress Reports
- Meeting Minutes
- Written Schedule
- Coordination and facilitation of kick-off and other meetings as defined

Key Assumptions:

- The duration of the project is identified in the Schedule section below. Additional project management tasks not identified above or resulting from an extended schedule outside of JEO's control may require an amendment.

PROPOSED PROJECT SCHEDULE:

We anticipate completion of this project within six (6) months of receiving notice to proceed. Notice to Proceed is anticipated no later than February 24, 2023.

* Note: Project schedule is dependent upon timely reviews and data being provided by regulatory agencies and stakeholders, as well as timely project direction from the Owner. Project schedule is also contingent upon ability to complete field work due to weather conditions.

FUTURE PROJECT PHASES:

Pending the results of the Phase 1 - Preliminary Evaluation for Feasibility of Levee Accreditation (Reconnaissance Evaluation), there are several potential additional project phases which may or may not become necessary. The following provides a preliminary outline of what these phases could include, although it should be noted that depending on the circumstances and the findings of this preliminary review, some of these items may be unnecessary and additional items may be required. It is anticipated that final negotiations and agreements for these future items will be completed at such time as they are needed.

- 1) Phase 2 – Detailed Feasibility & Evaluation – The scope and necessity of these additional evaluations will be determined following the completion of the Phase 1 - Preliminary Evaluation for Feasibility of Levee Accreditation (Reconnaissance Evaluation).
 - a. Detailed geotechnical investigations and evaluation – These may include comprehensive geotechnical investigations including borings and other testing methods to determine the geotechnical composition and integrity of the levee system. Available geotechnical data will be identified for inclusion in a future detailed analysis; however, no geotechnical evaluations are anticipated for the Phase I review.
 - b. Use of available flood studies and Project Performance (Risk and Reliability) evaluations– may include leveraging the available detailed hydrologic and hydraulic analysis to perform an interior drainage evaluation and an analysis of flood data statistical probabilities for freeboard.

- c. Detailed interior drainage evaluation – may include a detailed review of the existing interior storm drainage system to identify the locations of interior ponding, contingency planning/flood fighting procedures and capital improvement planning to address system deficiencies. Given the time period of the original levee design a detailed interior drainage evaluation may not have been completed during the design of the levee system, to the level required by FEMA. This Phase 1 preliminary levee accreditation feasibility review will include a review of any available documentation and a recommended course of action.
 - d. Schedule - approximately 6-12 months or more may be required for the Phase 2 step depending on level of complexity. Note that many tasks of the Phase 2 step can be completed concurrently with each other.
- 2) Preliminary and final design of any potential improvements that may be necessary. This task will include the engineering required to coordinate design of improvements needed to obtain levee accreditation.
- a. Schedule – approximately 1-2 years or more may be required for this step depending on level of complexity and due to regulatory review and permitting requirements.
 - b. Construction of any necessary improvements
 - c. Production of O&M manual updates and revised as-builts for the O&M manual.
 - d. Production of a levee EPP based on existing EAP.
 - e. Estimated Fee – At this time the need for and the extent of levee modifications are unknown. An estimate for design services and an engineer’s opinion of construction (if necessary) will be developed as part of Phase 1 and Phase 2 deliverables.
- 3) Preparation of the levee data certification packet for submittal to FEMA.
- a. Schedule – Dependent upon findings of Phase 1 and Phase 2 evaluations. If levee modifications are necessary, the full levee data certification package can be developed immediately following construction of improvements. If levee modifications are not needed, the levee data certification package submittal can occur immediately following Phase 2 Evaluation.

The specific scope of services and schedule for the above items will be refined based on the results of the Phase 1 preliminary evaluation for feasibility of levee accreditation. The City will have the option to decide whether to proceed with Phase 2, Phase 3 and Phase 4, based on the results of the Phase 1 evaluation. The scope and fee for Phase 2, Phase 3 and Phase 4 will be developed based on the findings of Phase 1. Phase 2 will include detailed feasibility evaluation; Phase 3 (if necessary) would include preparation of design plans and specifications as well as construction observation, while Phase 4 will include preparation of the levee data certification documents. The work efforts for Phases 2, 3 and 4 have not been included in this scope of services.

SCOPE OF SERVICES AND FEE FOR ADDITIONAL SERVICES:

A detailed scope of services and fee estimate for future phases will be provided to the Owner when the scope of services can be further refined. It is anticipated that the scope and fee for additional services will be negotiated with JEO Consulting Group, Inc. without going through an additional selection process with the Owner.

SCOPE AND FEE EXPIRATION:

The information contained in this Scope of Services is valid until 28 February 2023. After that date, the Scope and Fee are subject to adjustment.

SERVICES NOT INCLUDED: (If necessary, a fee for these services can be negotiated. Note that certain services (future project phases as indicated previously), are likely to be required before final levee data certification determinations can be achieved.)

1. Additional site visits, meetings, and public information efforts not previously noted.
2. Complete topographic survey of the levee and floodplain areas.
3. Preliminary and final design of potential levee improvements.

4. Detailed hydrologic and hydraulic analysis or development of base flood elevations (BFE's).
5. Project Performance (Risk & Reliability) Analysis
6. Coordination of securing funding or grants from outside parties.
7. Detailed real estate/easement review or negotiation of right-of-way and/or easements.
8. Detailed coordination with public and/or private utilities.
9. Any permitting such as Section 408 or 404; all permitting items will be part of Phases 2/3 (design and construction of improvements), if necessary.
10. Any floodplain mapping or LOMR submittal to FEMA
11. Production of necessary updates to O&M manuals and procedures.
12. Production of a levee EPP.
13. Final levee data certification determination and documentation.

SERVICES PROVIDED BY THE CITY:

1. Designate City staff member as project representative
2. Provide available levee system data (JEO will help coordinate what might be helpful)
4. Provide feedback and review of all submittals in a timely manner
5. Notify and acquire permission (if necessary) from landowners for field investigation activities, including the walk through and field survey.

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

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

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.