

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

THIS IS AN AGREEMENT effective as of 12/22/2014 ("Effective Date") between the City of Grand Island ("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:

3<sup>rd</sup> and Wheeler Intersection Improvements, Project No. 2015-P-2 ("Project").

Engineer's services under this Agreement are generally identified as follows:

Professional Engineering Services including Survey, Roadway Design, and Construction Engineering.

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

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

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - Compensation**

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**3.01 Compensation**

- A. Owner shall compensate the Engineer as set forth in Exhibit B.
- B. The Engineer shall invoice the Owner as set forth in Section 5 of Exhibit C.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately February 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit D.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

- Exhibit A – Scope of Services
- Exhibit B – Fee Matrix
- Exhibit C – General Conditions
- Exhibit D – Hourly Rate Schedule

**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.

This Agreement will be effective on 12/22, 2014 (which is the Effective Date of the Agreement).

Owner: City of Grand Island

Engineer: JEO Consulting Group, Inc.

Jeremy Jensen

ERIC S. DIXON

By: Jeremy Jensen

By: EJ Dixon

Title: MAYOR

Title: SENIOR PROJECT MANAGER

Date Signed: 12/22/14

Date Signed: 12/22/2014

Address for giving notices:

Address for giving notices:

Public Works Dept.

JEO Consulting Group, Inc.

Attn: Keith Kurz

142 West 11<sup>th</sup> Street

PO Box 1968

PO Box 207

Grand Island, NE 68802

Wahoo, NE 68066



Exhibit A  
Scope of Services  
3<sup>rd</sup> and Wheeler Intersection Improvements  
Project No. 2015-P-2  
Grand Island, NE  
JEO Project No. 141309.00

**Project Summary**

This scope of services is for the improvement of the 3<sup>rd</sup> and Wheeler Intersection, hereafter referred to as “project”. The project will be designed in conjunction with the proposed improvements to the adjacent plaza to provide a coordinated look and feel for the area. The project will include improved drainage, replacement of water main, the addition of bump outs at the southwest and southeast corners, increased sidewalk/reduced pavement width along the north side of the intersection, removal of the barrier curb on the north side and aesthetic improvements. The intersection platform will be adjusted to provide better drainage.

In addition, the Grand Island Utilities Department will survey and design a new 12” water main on the south side of 3<sup>rd</sup> Street from Pine to Cedar Street with connections to perpendicular water mains along the route. JEO will provide Construction Services for the pavement restoration aspects for this water main installation. These construction services include materials testing, construction administration, and coordination services. The scope and fee items for these water main services are denoted with a ‘B’ in the scope and fee lists. Grand Island Utilities will retain ownership of documents provided for this work.

**Scope of Services**

JEO Consulting Group, Inc. will provide professional services for surveying, roadway design, limited bidding services, and construction services for the 3<sup>rd</sup> and Wheeler intersection and also will provide construction services for the pavement restoration aspects for the Grand Island Utilities water main installation. The following is a detailed Scope of Services:

1. **Project Management**, including the following tasks:
  - 1.1. Schedule and conduct project kick-off and progress meetings, document decisions;
  - 1.2. Work with City to document project goals, constraints and design criteria;
  - 1.3. Provide input and oversight of the design;
  - 1.4. Coordinate between the design team, and City;
  - 1.5. Assign design tasks and due dates to project personnel to meet project schedule, monthly invoicing.
  
2. **Topographic Survey**, including the following tasks:
  - 2.1. Utility survey.
    - 2.1.1. Use One Call Locate Service to mark existing utilities and identify utility owners.
  - 2.2. Verify topographic survey provided by Public Works.
  - 2.3. Pick up and process any additional survey necessary.

**Exhibit A**  
**Scope of Services**

3. **Roadway Design Services**, including the following tasks:
  - 3.1. Roadway design and assembly of plan set, including the following:
    - 3.1.1. Establish existing horizontal alignments;
    - 3.1.2. Adjust vertical grade and determine grades to provide positive drainage of intersection and sidewalks;
    - 3.1.3. Geometric design of pavement, sidewalk and bump outs;
    - 3.1.4. Determine limits of construction;
    - 3.1.5. Drainage design including location of inlets and design of storm sewer;
    - 3.1.6. Erosion control design;
    - 3.1.7. Permanent pavement markings details;
    - 3.1.8. Temporary traffic control (both roadway and sidewalk);
  - 3.2. Plan-in-Hand (PIH) Design Stage (30% plans):
    - 3.2.1. Attend PIH meeting with City and landscape architect and document decisions and action items.
    - 3.2.2. Prepare opinion of probable construction cost at PIH stage of design.
  - 3.3. Final PS&E Stage:
    - 3.3.1. Final signed and sealed construction plans;
    - 3.3.2. Update opinion of probable construction costs;
    - 3.3.3. Provide special provisions for inclusion in the contract documents;
  - 3.4. Quality Assurance. An independent review of the design and plans will be conducted prior to each submittal.
4. **Plaza Coordination and Design Details:**
  - 4.1. Coordination with the City and the landscape architect hired to design improvements for the plaza to develop a cohesive design for the area. It is anticipated that various types of aesthetic enhancements will be considered. Material specifications and placement requirements and details of aesthetic enhancements will be included in the special provisions and plans.
5. **Limited Bid Phase Services**, including the following tasks:
  - 5.1. Respond to Contractor questions during the bid phase of the project.
6. **Construction Phase Services**, including the following tasks:
  - 6.1. Respond to Contractor requests for information.
  - 6.2. Schedule and conduct one Pre-construction Conference for the proposed improvements.
  - 6.3. Provide interpretation of the plans and specifications, when necessary.
  - 6.4. Provide a Resident Project Representative (RPR) to provide construction oversight to observe compliance with the City of Grand Island Specifications.
  - 6.5. Review shop drawings and related data supplied by the Contractor.
  - 6.6. Provide necessary construction staking services in order for contractor to build the project per the plans.

**Exhibit A**  
**Scope of Services**

- 6.7. Schedule and coordinate with geotechnical sub-consultant to take soil samples to perform classification, moisture content, gradation, and relative compaction tests.
  - 6.8. Schedule and coordinate with geotechnical sub-consultant to take field density tests to verify appropriate compactive effort is producing the required compaction results.
  - 6.9. Schedule and coordinate with geotechnical sub-consultant to take concrete samples and perform concrete testing.
  - 6.10. Hold weekly progress meetings with the contractor at the JEO office to review the proposed upcoming work. Progress meetings will be open for the City and business owner attendance.
  - 6.11. Submit weekly construction testing reports to the City by Monday of the following week.
  - 6.12. Review Contractor's payment applications, quantities, and change order requests with the City's designated representative for the project.
  - 6.13. 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.
  - 6.14. Review with the City's designated representative the final pay application and recommendation of acceptance for the project, and complete any necessary project completion certificates. These recommendations 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.
  - 6.15. Prepare Record Drawings & provide to the City.
- 6.B Construction Phase Services**, including the following tasks:
- 6.1. Provide interpretation of the plans and specifications, when necessary.
  - 6.2. Provide a Resident Project Representative (RPR) to provide construction oversight for the pavement restoration to observe compliance with the City of Grand Island Specifications.
  - 6.3. Schedule and coordinate with geotechnical sub-consultant to take soil samples to perform classification, moisture content, gradation, and relative compaction tests.
  - 6.4. Schedule and coordinate with geotechnical sub-consultant to take field density tests to verify appropriate compactive effort is producing the required compaction results.
  - 6.5. Schedule and coordinate with geotechnical sub-consultant to take concrete samples and perform concrete testing.
  - 6.6. Submit weekly construction testing reports to the City by Monday of the following week.
  - 6.7. Review Contractor's payment applications, quantities, and change order requests with the City's designated representative for the project.
  - 6.8. 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.

**Exhibit A**  
**Scope of Services**

- 6.9. Review with the City's designated representative the final pay application and recommendation of acceptance for the project, and complete any necessary project completion certificates. These recommendations 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.
7. **Excluded Services**, it is assumed that the following services will not be required:
  - 7.1. Boundary survey and preparation of right of way/easement acquisition documents.
  - 7.2. Land acquisition appraisals and land acquisition negotiation services.
  - 7.3. Services related to environmental entitlements including the Clean Water Act, Migratory Bird and Treaty Act, Endangered Species Act, and National Historic Preservation Act.
  - 7.4. Services related to post-construction storm water treatment and/or peak flow mitigation.
  - 7.5. Traffic studies, traffic counts, traffic signal warrant analysis and traffic signal design.
  - 7.6. Noise study.
  - 7.7. Structural design and plan production for retaining wall(s), bridge(s), and box culverts(s).
  - 7.8. Construction permit(s), except for those explicitly listed elsewhere in the scope of services.
  - 7.9. Contract negotiation with Contractor(s).
  - 7.10. Assembly of contract manual and reproduction of contract documents.
  - 7.11. Pavement design and/or pavement determination.
  - 7.12. Cross sections for roadway improvements.
  - 7.13. Public meeting preparation, attendance and documentation.
  - 7.14. Water main design.

These services can be provided by supplemental agreement if it is determined that they are needed.

8. **City to Provide:**
  - 8.1. Aerial photos.
  - 8.2. Timely reviews of plans and/or responses to requests for information.
  - 8.3. Assemblage of contract documents.
  - 8.4. Bid letting.
  - 8.5. Pertinent as-built drawings.
  - 8.6. CADD standards.
  - 8.7. Standard specifications and standard details.
  - 8.8. Payment of applicable fees for water main construction permit.
  - 8.9. Utility coordination.

**Exhibit A**  
**Scope of Services**

**9. Assumptions**

9.1. Intersection will be completely closed during construction.

**Design Schedule**

Notice to Proceed	January 5, 2015
Plan-in-Hand	January 29, 2015
Submit Final Sealed Plans Package	March 20, 2015

**3<sup>rd</sup> and Wheeler Intersection Improvements**

**Task 1. Project Management**

	PM \$ 165	Rdwy PE \$ 158	H2O PE \$ 130	Admin \$ 76				Subtotal
1.1. Schedule and conduct meetings; document decisions (assumes 1 on site mtg in addition to PIH)	6	4	2	2				\$ 2,034.00
1.2-1.5 Design criteria oversight, coordination, scheduling	20		3	2				\$ 3,842.00

**Subtotal \$ 5,876.00**

**Task 2. Topographic Survey**

	Survey Super. \$ 120	Survey Crew \$ 195	Survey Tech. \$ 85					Subtotal
2.1. Utility survey.	4							\$ 480.00
2.2. Verify exst. topographic survey.	4							\$ 480.00
2.3. Pick up and process any additional survey.	6							\$ 720.00

**Subtotal \$ 1,680.00**



**EXHIBIT B**

**FEE MATRIX**

**Task 3. Roadway Design Services**

	Rdwy PE \$ 158	Rdwy CAD \$ 100	Rdwy EI \$ 110	Admin \$ 76	H2O PE \$ 130	QA \$ 158		Subtotal
3.1. Roadway design and assembly of plans	40	26	6		1			\$ 9,710.00
3.2. Plan-in-Hand (PIH) Design Stage (30% plans):	16	8			1			\$ 3,458.00
3.3. Final PS&E Stage:	12	6		1				\$ 2,572.00
3.4. Quality Assurance						4		\$ 632.00

**Subtotal \$ 16,372.00**

**Task 4. Plaza Coordination and Design Details**

	PM \$ 165	Rdwy PE \$ 158	H2O PE \$ 130					Subtotal
4.1. Coordination and details for hardscape	4	8	1					\$ 2,054.00

**Subtotal \$ 2,054.00**

**Task 5. Limited Bid Phase Services**

	PM \$ 165	Rdwy PE \$ 158	H2O PE \$ 130					Subtotal
5.1. Respond to Contractor questions.	1	2	2					\$ 741.00

**Subtotal \$ 741.00**

**Task 6. Construction Phase Services Roadway**

	Rdwy PE \$ 158	Con. PM \$ 130	Con. RPR \$ 110	Survey Super. \$ 120	Survey Crew \$ 195			Subtotal
6.1. Respond to Contractor RFI's.	4	8						\$ 1,672.00
6.2. Pre-construction Conference.	4	2	6					\$ 1,552.00
6.3. Provide interpretation of the plans and specs.	2	2	8					\$ 1,456.00
6.4. Resident Project Representative.			48					\$ 5,280.00
6.5. Shop drawings.	4							\$ 632.00
6.6. Construction staking.				8				\$ 960.00
6.7. Geotechnical soil properties testing.			1					\$ 110.00
6.8. Geotechnical soil compaction testing.			2					\$ 220.00
6.9. Geotechnical concrete testing.			2					\$ 220.00
6.10. Weekly progress meetings		6	10					\$ 1,880.00
6.11. Construction testing reporting.			6					\$ 660.00
6.12. Payment applications, quantities, and CO requests.		4	6					\$ 1,180.00
6.13. Final punch list.		2	4					\$ 700.00
6.14. Final pay estimate and project close-out.		2	6					\$ 920.00
6.15. Record drawings.		2	8					\$ 1,140.00

**Subtotal \$ 18,582.00**

**Task 6.B. Construction Phase Services Water Main - Pavement Restoration**

	Rdwy PE \$ 158	H2O PE \$ 130	Con. PM \$ 130	Con. RPR \$ 110	Survey Super. \$ 120			Subtotal
6.1. Provide interpretation of the plans and specs.			2					\$ 260.00
6.2. Resident Project Representative.				30				\$ 3,300.00
6.3. Geotechnical soil properties testing.			2					\$ 260.00
6.4. Geotechnical soil compaction testing.			2					\$ 260.00
6.5. Geotechnical concrete testing.			2					\$ 260.00
6.6. Construction testing reporting.			2					\$ 260.00
6.7. Payment applications, quantities, and CO requests.			2					\$ 260.00
6.8. Final punch list.			2					\$ 260.00
6.9. Final pay estimate and project close-out.			2					\$ 260.00

**Subtotal \$ 5,380.00**

**Total \$ 50,685.00**

**Summary of Costs**

Task	Subtotal
Task 1. Project Management.....	\$ 5,876.00
Task 2. Topographic Survey.....	\$ 1,680.00
Task 3. Roadway Design Services.....	\$ 16,372.00
Task 4. Plaza Coordination and Design Details.....	\$ 2,054.00
Task 5. Limited Bid Phase Services.....	\$ 741.00
Task 6. Construction Phase Services Roadway.....	\$ 18,582.00
Quality Control Testing by Mid-States Engineering and Testing.....	\$ 3,000.00
	<b>Total Civil \$ 48,305.00</b>
Task 6.B. Construction Phase Services Water Main - Pavement Restoration.....	\$ 5,380.00
Quality Control Testing by Mid-States Engineering and Testing - Pavement Restora	\$ 3,000.00
	<b>Total Water \$ 8,380.00</b>
	<b>Total \$ 56,685.00</b>



## 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.



**GENERAL CONDITIONS**

**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.

**JEO CONSULTING GROUP INC.  
CURRENT HOURLY RATE SCHEDULE RANGE**

**ACTUAL HOUR BASIS**

Project Managers:	\$120.00	-	\$190.00
Project Engineers/Architects:	\$100.00	-	\$158.00
Project Engineers (E.I.):	\$75.00	-	\$110.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00	-	\$120.00
Office/Administrative:	\$76.00	-	\$100.00
Principals:	\$175.00	-	\$205.00

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.