

## **WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 05/11/22

Weekly Agenda Date: 05/17/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Jeremy Taylor/Dan Heissel

**WORDING FOR AGENDA ITEM:**

Appropriate ARPA funds for water and sewer install in Little Sioux Park and Southwood Conservation Area.

**ACTION REQUIRED:**

Approve Ordinance ☐

Approve Resolution ☐

Approve Motion ☒

Public Hearing ☐

Other: Informational ☐

Attachments ☒

**EXECUTIVE SUMMARY:**

The Conservation Board has been looking into upgrading campsites so that each site has water and sewer hookups as well as electricity. This is a big draw for campers and will increase campground usage. Conservation completed Browns Lake Campground upgrades with the addition of water and sewer to each site, this past fall and early spring. One of the ARPA funding priorities is outdoor recreation and water/sewer installation.

**BACKGROUND:**

Campsites that have water and sewer hookups are the most sought after sites. This makes our campgrounds more competitive and modern, which in turn allows us to raise our camping rates for sewer sites. Conservation completed Browns Lake Campground using CIP Funds and took it from 40 sites down to 29, as sites were too close together and not long enough. Campers ideally want more space, so the final layout that worked best was 29 sites. The project expenditures were over \$140,000 to complete this past fall and spring. That equals out to \$4,828 per site upgrade. Using the \$5,000 per site upgrade figure on the 114 sites between the three campgrounds, the total would be \$570,000 to upgrade. The engineering costs are \$214,300 as we have Scope of Services proposals for two of the three campgrounds. The third is an average of the initial two, so these costs are accurate. This plan also includes a new septic system on the north end of Little Sioux Park that will be built to handle the expansion to the north of Bellamy Campground once Secondary Roads completes graveling.

The total cost for the upgrades to all three campgrounds is \$784,300. Our hope is that there will be some cost savings along the way to make up the difference being requested, \$750,000, as opposed to the estimate of \$784,300.

**FINANCIAL IMPACT:**

Use of \$750,000 of ARPA Funds to complete improvements to the three campgrounds. Revenues are projected to increase from \$100,000 to \$150,000 a year, based off averages in the past three years, if we are able to install sewer hookups and raise the camping rates.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes ☐ No ☒

**RECOMMENDATION:**

Approve \$750,000 in ARPA funds towards the upgrade of water and sewer in Little Sioux park and Southwood Conservation Area.

**ACTION REQUIRED / PROPOSED MOTION:**

Approval of \$750,000 in ARPA Funds to Woodbury County Conservation for water and sewer upgrades in Little Sioux Park and Southwood Conservation Area.



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

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between Woodbury County Conservation Board (WCCB) ("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:  
Little Sioux Park (Riverside) Sanitary Sewer Improvements - JEO Project #211810

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:

Design:	\$ 36,400.00	Lump Sum
Bidding & Negotiation	\$ 4,300.00	Lump Sum
Construction Administration:	\$ 12,200.00	Lump Sum
RPR:	\$ 5,200.00	Hourly *
Post Construction:	\$ 1,300.00	Lump Sum
Total Estimated Fee:		\$ 59,400.00

\* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine, the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. 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: Woodbury County Conservation Board

Engineer: JEO Consulting Group, Inc.

By: Dan Heissel

By: Noah Dryden

Title: Director

Title: Project Manager

Date Signed: \_\_\_\_\_

Date Signed: 4-11-2022

Address for giving notices:

Address for giving notices:

Woodbury County Conservation Board  
4500 Sioux River Road  
Sioux City, IA 51109-1657

JEO Consulting Group, Inc.  
724 Simon Ave.  
Carroll, IA 51401

## **SCOPE OF SERVICES**

---

### ***PROJECT DESCRIPTION:***

In general, the project consists of the creation of a sanitary sewer collection system at Riverside Park. In general, the design intent is to construct a new gravity sewer main that strategically picks up flow from each of the 52 existing campsites and conveys the raw wastewater flow to lift station(s) that will then pump the raw waste to the existing dump stations. No modifications to existing septic system / lateral field are planned.

The work to be performed by the JEO Consulting Group (Engineer) shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design and permitting of the project, as well as, to provide bidding assistance, construction administration and part-time inspections during the construction phase of the project.

The improvements will be constructed by a Contractor under a separate contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) prime contractor to complete the work.

### **DESIGN PHASE:**

#### **Project Management:**

1. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - A. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  - B. Provide timely and coordinated communication to and from Woodbury County Conservation Board (WCCB) the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - C. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  - D. Work with design disciplines to identify potential risks and how to mitigate those risks.
  - E. Review billed hours by design team and prepare invoice statements for Owner.

#### **Preliminary Design:**

1. Facilitate a project initiation/kick-off meeting with Owner to review project requirements, collect existing information, and confirm alignment of the proposed sanitary sewer improvements. **(Completed 3/25/2022)**
2. Following confirmation of the proposed sanitary sewer improvements **(1 kickoff meeting with design staff)**, the preliminary topographic survey will be completed. The preliminary topographic survey to include:
  - A. Implementing and confirming accuracy of GIS data for existing utilities provided by Owner within the project areas and incorporate into drawings.
  - B. Establishing vertical and horizontal control on the State Plane coordinate system near the project area.

- C. Collecting topographic field survey of the project areas within Little Sioux Park (Riverside) campground limited to areas of campsites and gravity sanitary sewer, survey not provided for force main sanitary sewer routes.
- D. Create electronic drawing illustrating elevations, site features, and existing utilities resulting from the topographic surveys performed to serve as the basis for the design.
- 3. Create 30% drawings that include the plan view of the proposed sanitary sewer improvements.
- 4. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
- 5. Prepare 60% plans, technical specifications, and opinion of probable cost for the sanitary sewer improvements. The 60% plans to include the following:
  - A. Title Sheet.
  - B. Abbreviation Sheet.
  - C. Project Location Sheet.
  - D. Sewer Improvements Plan and Profile Sheet(s).
  - E. Lift Station Detail Sheet(s).
  - F. Connection to existing Dump Station Detail Sheet(s).
  - G. Electrical Sheet(s).
  - H. Details Sheet.
- 6. Prepare electrical service details for up to two (2) proposed lift station locations. Electrical details to include electrical service details from existing power supply.
- 7. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- 8. Provide 60% drawings, opinion of probable cost to Owner. **(1 Meeting)**

**Final Design:**

- 1. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- 2. Prepare 90% plans, technical specifications for the sanitary sewer improvements.
- 3. Finalize proposed electrical service to serve proposed lift station(s).
- 4. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- 5. Electronically provide 90% drawings, specifications, and opinion of probable cost to Owner. JEO will meet with WCCB personnel **via conference call** upon receipt of review comments.
- 6. Revise plans, specifications, and opinion of probable cost with items noted during review with Client and 90% QA/QC review.
- 7. Prepare a SWPPP book complying with State regulations.
- 8. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Iowa Department of Natural Resources to obtain NPDES Stormwater permit.
- 9. Create final drawings and specification package and sign and seal by engineer and a coordinating professional (if required) all registered in the State of Iowa.
- 10. Following confirmation from the Owner, submit final drawings, specifications, and permit schedules for the sanitary sewer improvements to IDNR for review, approval, and issuance of a construction permit. Owner to pay all review fees either directly or via reimbursement to JEO.

**BIDDING AND NEGOTIATION PHASE:**

1. Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
2. Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
3. Assist Owner with the development of a joint Notice to Bidders and Notice of Public Hearing to be placed into publication.
4. Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
5. 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.
6. Respond to inquiries from prospective bidders and prepare any addenda required. A pre-bid meeting will not be held.
7. Assist the Owner in securing construction bids for the project.
8. Assist the Owner at the bid opening consisting of one **(1) meeting** to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled. Bid opening will be held at Woodbury County Conservation Board Office.
9. 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.
10. Review all bids received and assist the Owner in award of the construction contract.
11. Prepare and submit necessary information to the Owner for project award approval.
12. 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.
13. Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

**CONSTRUCTION ADMINISTRATION PHASE:**

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. Up to two JEO personnel will attend.
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. Provide construction staking of the proposed improvements, including location and grade of the proposed access and grading improvements. Staking of the proposed improvements will be provided in up to two (2) trips.
3. Construction staking to include staking of approximately 52 campsite sanitary sewer locations & elevations, gravity sanitary sewer trunk line alignment & elevation, sanitary sewer force main alignment & elevation and proposed lift station(s) location & elevations.
4. Review shop drawings and related data supplied by the Contractor.
5. Provide interpretation of the plans and specifications, when necessary.
6. Review and process Contractor's monthly payment applications and change orders (if

- necessary) and provide to Owner for review and approval.
7. Consult with and advise Owner during construction regarding all aspects of the project.
  8. Coordinate and review geotechnical soil and concrete testing results, as needed.  
Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting will be the responsibility of the Contractor.
  9. Conduct a final inspection of project with the Contractor and Owner. 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. **(1 Meeting)**
  10. 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.

#### **RESIDENT PROJECT REPRESENTATIVE - RPR:**

1. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work up to 40 hours. The duration of construction is estimated at 2 months.
  - B. The duties and responsibilities of the RPR are described as follows:
    - i. Review of contractors work for general compliance with the plans and specifications.
    - ii. Complete construction observation Reports when on site.
    - iii. Coordinate pay quantities with contractor and engineer.
    - iv. Review of materials delivered to the site for specification compliance.
    - v. Assist the engineer in interpretation of the plans and specifications to the contractor.
    - vi. Review and coordinate materials testing by assigned testing firm.
    - vii. Attend progress meetings.
    - viii. Compile records.

#### **POST CONSTRUCTION PHASE:**

1. Prepare As-Built Drawings for Owner, provide GIS data to be incorporated into Owner's existing GIS platform.
2. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
3. Issue 6 and 11-month warranty letters to the Owner and Contractor.

#### **MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:**

1. Project Initiation/Kick-off Meeting. **(Completed 3/25/2022)**
2. Design staff Kick-off on Site. (1 Meeting)
3. 30% Design Review (1 Conference Call)
4. 60% Design Review. (1 Meeting)



5. 90% Design Review. (1 Conference Call)
6. Bid Opening. (1 Meeting)
7. Pre-Construction Conference. (1 Meeting)
8. Final walk through/Punch List Check. (1 Meeting)

**ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):**

1. Collection of additional topographic survey data.
2. Geotechnical investigation of subsurface soils conditions.
3. Review/analysis/permitting of existing septic system / lateral field.
4. Review/analysis of existing dump stations.
5. Securing additional land rights and/or easements.
6. Individual Corps 404 permitting, Environmental Assessments.
8. SWPPP administration and inspections during construction.
9. Payment of permit application/review fees.
10. Meetings not outlined in the Scope of Services.
11. Construction phasing and traffic control plans.
12. Construction material testing.
13. Water system improvements to existing camping facilities.

**ESTIMATED TIME FRAME:**

1. Design Phase – 90 days from effective date of the agreement.
2. Bidding and Negotiation Phase – 45 to 60 calendar days from authorization to advertise.
3. Construction Phase – Assumed to be 2-months from notice to proceed.
4. Post Construction Phase – 11 months after project acceptance.

## JEO Consulting Group, Inc. GENERAL CONDITIONS

**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.



## JEO Consulting Group, Inc. GENERAL CONDITIONS

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

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

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$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.





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

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between Woodbury County Conservation Board (WCCB) ("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:  
Little Sioux Park (Bellamy) Improvements - JEO Project #220662

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:

Design:	\$ 53,700.00	Lump Sum
Bidding & Negotiation	\$ 5,700.00	Lump Sum
Construction Administration:	\$ 19,100.00	Lump Sum
RPR:	\$ 4,400.00	Hourly *
Post Construction:	\$ 2,200.00	Lump Sum
<u>PWS Permitting:</u>	<u>\$ 9,800.00</u>	<u>Lump Sum</u>
Total Estimated Fee:		\$ 94,900.00

\* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine, the estimated amount should not be exceeded, Owner shall notify Engineer and Engineer shall reduce the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. 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: Woodbury County Conservation Board

Engineer: JEO Consulting Group, Inc.

By: Dan Heissel

By: Noah Dryden

Title: Director

Title: Project Manager

Date Signed: \_\_\_\_\_

Date Signed: 4-20-2022

Address for giving notices:

Address for giving notices:

Woodbury County Conservation Board  
4500 Sioux River Road  
Sioux City, IA 51109-1657

JEO Consulting Group, Inc.  
724 Simon Ave.  
Carroll, IA 51401

## SCOPE OF SERVICES

---

### **PROJECT DESCRIPTION:**

The project consists of the creation of a sanitary sewer collection system and septic disposal system, water distribution system (connection to existing well), redesign of campground stall orientation, and conceptual design of a future campground in Little Sioux Park. In general, the camping stalls will be redesigned to have better access for backing campers off the roadway and more spacing in between camping stalls. A new gravity sewer main and water distribution system will be designed to serve all the re-designed campground sites. The septic system design will serve the re-designed campground as well as have capacity to handle the future campground expansion. Lift station(s) will be required to transfer sanitary sewer flows to the proposed septic system via force main piping.

The work to be performed by the JEO Consulting Group (Engineer) shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design and permitting of the project, as well as, to provide bidding assistance, construction administration and part-time inspections during the construction phase of the project.

The improvements will be constructed by a Contractor under a separate contract with the Owner, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) prime contractor to complete the work.

### **DESIGN PHASE:**

#### **Project Management:**

1. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
  - A. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
  - B. Provide timely and coordinated communication to and from Woodbury County Conservation Board (WCCB) the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
  - C. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
  - D. Work with design disciplines to identify potential risks and how to mitigate those risks.
  - E. Review billed hours by design team and prepare invoice statements for Owner.

#### **Preliminary Design:**

1. Confirmation of the proposed utility improvements (**1 kickoff meeting with design staff**), the preliminary topographic survey will be completed. The preliminary topographic survey to include:
  - A. Implementing and confirming accuracy of GIS data for existing utilities provided by Owner within the project areas and incorporate into drawings.
  - B. Establishing vertical and horizontal control on the State Plane coordinate system near the project area.

- C. Collecting topographic field survey of the project areas within Little Sioux Park (Bellamy) campground limited to areas of campsites and gravity sanitary sewer, existing well, & proposed concept location.
  - D. Create electronic drawing illustrating elevations, site features, and existing utilities resulting from the topographic surveys performed to serve as the basis for the design.
  - E. Evaluate existing well(s) for capacity requirements for new camp site layout and future expansion concept area.
2. Create 30% drawings that include the plan view of the proposed utility improvements & campground site orientation/layout.
3. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
4. Prepare 60% plans, technical specifications, and opinion of probable cost for the utility improvements (Water, Sewer & Septic System), site orientation/layout, ADA camping stall(s), future concept layout. The 60% plans to include the following:
  - A. Title Sheet.
  - B. Abbreviation Sheet.
  - C. Project Location Sheet.
  - D. Utility (Water & Sewer) Improvements Plan and Profile Sheet(s).
  - E. Lift Station Detail Sheet(s).
  - F. Septic System Design – The owner shall contract with a Geotechnical Engineer to complete soil testing, percolation testing, and recommendation report. This report will be provided to JEO for the design of utility trenches, septic tank and leach field. JEO will assist the Owner in contacting with up to two (2) Geotechnical Engineers.
  - G. Camp Site Layout/Orientation Design w/ grading
  - H. Electrical Sheet(s) (for lift stations & Septic System).
  - I. Details Sheet.
5. Prepare electrical service details for up to two (2) proposed lift station locations & Septic System. Electrical details to include electrical service details from existing power supply.
6. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
7. Provide 60% drawings, opinion of probable cost to Owner. **(1 Meeting)**

**Final Design:**

1. Revise drawings and technical specifications following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
2. Prepare 90% plans, technical specifications for utility improvements (Water, Sewer & Septic System), site orientation/layout and grading.
3. Evaluate existing electrical infrastructure for reuse or potential redesign of electrical service for proposed redesign of existing camp site layouts.
4. Finalize proposed electrical service to serve proposed lift station(s) & Septic System.
5. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
6. Electronically provide 90% drawings, specifications, and opinion of probable cost to Owner. JEO will meet with WCCB personnel **via conference call** upon receipt of review comments.
7. Revise plans, specifications, and opinion of probable cost with items noted during review with Client and 90% QA/QC review.
8. Prepare a SWPPP book complying with State regulations.



9. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the Iowa Department of Natural Resources to obtain NPDES Stormwater permit.
10. Create final drawings and specification package and sign and seal by engineer and a coordinating professional (if required) all registered in the State of Iowa.
11. Coordinate permitting for proposed Septic System with IDNR.
12. Following confirmation from the Owner, submit final drawings, specifications, and permit schedules for the utility improvements to IDNR for review, approval, and issuance of a construction permit. Owner to pay all review fees either directly or via reimbursement to JEO.

#### **BIDDING AND NEGOTIATION PHASE:**

1. Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
2. Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
3. Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
4. 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.
5. Respond to inquiries from prospective bidders and prepare any addenda required. A pre-bid meeting will not be held.
6. Assist the Owner in securing construction bids for the project.
7. Assist the Owner at the bid opening consisting of one **(1) meeting**. Bid opening will be held at WCCB offices.
8. 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.
9. Review all bids received and assist the Owner in award of the construction contract.
10. Prepare and submit necessary information to the Owner for project award approval.
11. 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.
12. Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

#### **CONSTRUCTION ADMINISTRATION PHASE:**

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. Up to two JEO personnel will attend.
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. Provide construction staking of the proposed improvements, including location and grade of the proposed access and grading improvements. Staking



- of the proposed improvements will be provided in up to four (4) trips.
3. Construction staking to include staking of approximately 35 campsites utility improvement locations & elevations, gravity sanitary sewer trunk line alignment & elevation, sanitary sewer force main alignment, elevation and proposed lift station(s) location, septic system improvements, camping stall orientation, grading & ADA access locations.
  4. Review shop drawings and related data supplied by the Contractor.
  5. Provide interpretation of the plans and specifications, when necessary.
  6. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
  7. Consult with and advise Owner during construction regarding all aspects of the project.
  8. Coordinate and review geotechnical soil and concrete testing results, as needed. Construction material testing (compaction and concrete compressive strength) cost to be paid for by the Owner. Any retesting will be the responsibility of the Contractor.
  9. Conduct a final inspection of project with the Contractor and Owner. 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. **(1 Meeting)**
  10. 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.

#### **RESIDENT PROJECT REPRESENTATIVE - RPR:**

1. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work up to 40 hours. The duration of construction is estimated at 4 months.
  - B. The duties and responsibilities of the RPR are described as follows:
    - i. Review of contractors work for general compliance with the plans and specifications.
    - ii. Complete construction observation Reports when on site.
    - iii. Coordinate pay quantities with contractor and engineer.
    - iv. Review of materials delivered to the site for specification compliance.
    - v. Assist the engineer in interpretation of the plans and specifications to the contractor.
    - vi. Review and coordinate materials testing by assigned testing firm.
    - vii. Attend progress meetings.
    - viii. Compile records.

#### **POST CONSTRUCTION PHASE:**

1. Prepare As-Built Drawings for Owner, provide GIS data to be incorporated into Owner's existing GIS platform.
2. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
3. Issue 6 and 11-month warranty letters to the Owner and Contractor.

**PUBLIC WATER SUPPLY PERMITTING:**

1. Prepare construction permit forms and schedules as required by IDNR for public water supply system, transient non-community public water supply. Owner to pay all review and permit fees.
2. Submit plans & specifications as required for permit application.
3. Creation of well setback figures required for permitting of water supply system.
4. Submission of documentation relating to existing available well records, boring logs, profile information, construction documents, etc.

**MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:**

1. Design staff Kick-off on Site. (1 Meeting)
2. 30% Design Review (1 Conference Call)
3. 60% Design Review. (1 Meeting)
4. 90% Design Review. (1 Conference Call)
5. Bid Opening. (1 Meeting)
6. Pre-Construction Conference. (1 Meeting)
7. Final walk through/Punch List Check. (1 Meeting)

**ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):**

1. Geotechnical investigation of subsurface soils conditions.
2. Review/analysis/permitting of existing septic system / lateral field.
3. Securing additional land rights and/or easements.
4. Individual Corps 404 permitting, Environmental Assessments.
5. SWPPP administration and inspections during construction.
6. Payment of permit application/review fees.
7. Roadway Improvements for campground access.
8. Meetings not outlined in the Scope of Services.
9. Construction phasing and traffic control plans.
10. Construction material testing.
11. Electrical design for each campsite connection, if existing electrical cannot be reused with new layout, an amendment will be created for electrical service work.
12. Water quality testing of existing wells to be connected to for campsite water service.
13. Any variance or design of new water supply systems to comply with Public Water Service Permit.

**ESTIMATED TIME FRAME:**

1. Design Phase – 120 days from effective date of the agreement.
2. Bidding and Negotiation Phase – 45 to 60 calendar days from authorization to advertise.
3. Construction Phase – Assumed to be 5-months from notice to proceed.
4. Post Construction Phase – 11 months after project acceptance.

## JEO Consulting Group, Inc. GENERAL CONDITIONS

**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.



## JEO Consulting Group, Inc. GENERAL CONDITIONS

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

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

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$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.

