City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Honorable Mayor and City Council Members

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: September 20, 2016

SUBJECT: Third Street HMA Resurfacing – 2017
Professional Services Agreement

The Capital Improvement Program includes a Third Street improvement project in F.Y. 17 – 18. The F.Y. 16 – 17 Budget includes funding for development of the project. The project is anticipated to include limited storm sewer construction, milling, patching, curb repair, sidewalk and resurfacing and other associated work on Third Street from U.S. 71 to Grant Road.

The projected expenditures and funding sources are as follows:

Expenditures	**F.Y. 17**	**F.Y. 18**	**Total**
Planning/Design	$250,000		$250,000
Construction		$1,000,000	$1,000,000
Total	$250,000	$1,000,000	$1,250,000
Funding Sources	**F.Y. 17**	**F.Y. 18**	**Total**
Federal Grant		$800,000	$800,000
LOST	$250,000	$200,000	$450,000
Total	$250,000	$1,000,000	$1,280,000

A Professional Services Agreement for design development and construction services has been prepared with JEO Consulting Group, Inc. It includes preliminary survey work being performed by Semke & Associates. A copy of the proposed Agreement is attached. The scope of services and fees are detailed in the proposed Agreement and summarized as follows:

Design Fee – Lump Sum

Preliminary Survey	$21,725.00
Preliminary Plans	$21,388.00
Check and Final Plans	$28,080.00
Subtotal – Design	$71,193.00

Construction Services Fee Estimate – Hourly

General and Contract Administration	$17,660.00
RPR	$37,800.00
Staking	$7,200.00
Post-Construction	$13,458.00
Testing	$3,960.00
Subtotal – Construction	$80,078.00
Total	$151,271.00

The project timeline is as follows:

Concept Statement	September 13, 2016
Preliminary Survey	September 30, 2016
Preliminary Plans	October 18, 2016
Check Plans	November 29, 2016
Final Plans	December 20, 2016
Bidding	March 21, 2017
Contract Award	April, 2017
Construction	2017

RECOMMENDATION: Consideration and passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Third Street HMA Resurfacing – 2017 project.

RMK:ds

attachments (2)

RESOLUTION NO.

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE THIRD STREET HMA RESURFACING – 2017.

WHEREAS, the City of Carroll is desirous of developing the Third Street HMA Resurfacing – 2017 project; and,

WHEREAS, a Professional Services Agreement for the development of the Third Street HMA Resurfacing – 2017 project has been prepared with JEO Consulting Group, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional Services Agreement with JEO Consulting Group, Inc. for the Third Street HMA Resurfacing – 2017 project is approved.

Passed and approved by the Carroll City Council this 26th day of September, 2016.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 26, 2016 ("Effective Date") between City of Carroll, Iowa ("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:

Third Street HMA Resurfacing - 2017 ("Project").

Federal Aid Project Number: STP-U-1125(617)--70-14
JEO Project Number: 150027

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 Exhibit A, Paragraph XI and Exhibit B, Paragraph 3.

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: See Attachments to Exhibit A.

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: City of Carroll	Engineer: JEO Consulting Group, Inc.
	Cody Forch
By: Eric P. Jensen	By: Cody Forch, PE
Title: Mayor	Title: Project Manager
Date Signed: September 26, 2016	Date Signed: 9/21/16
Address for giving notices:	Address for giving notices:
City of Carroll	JEO Consulting Group, Inc.
112 E. 5th Street	724 Simon Avenue
Carroll, IA 51401	Carroll, IA 51401

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
SCOPE OF SERVICES

Project Description
The street segment selected for 2017 resurfacing is as follows:

- Third Street, approximately 5,500 feet in length, from US Highway 71 to Grant Road. The project is funded in the 2017 fiscal year Surface Transportation Program.

Specific improvement items will include full-depth patching, curb replacement, driveway replacement, accessibility improvements (sidewalk ramps), approximately 240 feet of storm sewer improvements (intakes, junction boxes and pipe), water and sanitary sewer adjustments/replacements, fixture adjustments (manholes, valves and hydrants), pavement milling/scarification, hot mix asphalt resurfacing and seeding, mulching and fertilizing. It is estimated that 26 existing and 2 new destination sidewalk ramps will or may be included in the project. Current Iowa DOT design standards, specifications and Carroll Supplemental Specifications will provide the design guidelines for the project.

I. Preliminary Design (Preliminary Plans)

A. Conduct kickoff meeting with Owner and review project requirements and goals.
B. Perform an initial field review of the project location.
C. Review existing information provided by Owner and advise Owner if additional information or data is needed.
D. Determine design criteria or design methods required by Owner, assumed Iowa DOT.
E. Make Iowa One Call and plan for and complete the necessary field surveys and other field investigations. Preliminary survey to include:
   1. Establishment of horizontal and vertical control. Set two horizontal control points with 5/8-inch rebar and two benchmarks per street location. Benchmarks will be placed on stable, permanent objects. Control points will be labeled and tied out,
   2. Locate sufficient land ties to allow location of roadway centerlines, property lines, and right-of-way and provide information required to describe new right-of-way and easements,
   3. Topographic survey from right-of-way to right-of-way and 50 feet past each intersection including centerline and gutter line points at 25 feet intervals and at high and low points,
   4. Locations of full-depth patches marked by the City of Carroll and/or JEO,
   5. Survey for elevation and location any required subsurface testing or exploration,
   6. Detailed elevation and location survey at proposed curb ramp locations including sidewalk joints,
   7. Detailed elevation and location survey at existing intake locations with connecting storm sewer pipe information to determine existing drainage conditions, including top of structures for all intakes and junction boxes scheduled for replacement,
   8. Detailed elevation and location survey of existing driveways to the right-of-way line with joint locations,
   9. Survey of existing private utility lines as marked by utility Owner, as identified in City records and as provided by utility companies,
   10. Research and collection of property owner names and addresses from County GIS on-line data or maps and placed on base map,
   11. Prepare existing site plan from survey data. Create TIN file in AutoCAD 2007, Land XML format.
F. Layout proposed patching, driveway improvements, drainage improvements, sidewalk improvements, pavement milling, HMA resurfacing areas and fixture adjustments.

G. Prepare and furnish preliminary design phase documents using DOT design guidelines, including the following sheets. Sheet numbering to follow Iowa DOT standards:
   1. Title Sheet (A.01)
   2. Abbreviations and Symbols Sheet
   3. Existing Site Plans
   4. Typical Cross-sections
   5. Preliminary Plan and Profile Sheets
   6. Preliminary Intersection Sheets
   7. Preliminary Storm Sewer Sheets
   8. Preliminary Accessibility Sheets
H. Conduct an internal QC review of plan set.
I. Meet with Owner's designated representative to review preliminary design phase documents.
J. Revise plan set after QC and Owner reviews.
K. Submit preliminary design phase documents to Iowa DOT through TPMS and submit hard copies to Owner.
L. Attend up to two (2) total meetings during preliminary design phase.

Preliminary design phase is considered complete when documents are reviewed by Iowa DOT District 3 and with Owner.

II. Final Design (Check Plans and Final Plans)

A. Procure additional field information for design, if necessary.
B. Perform detailed design computations and prepare detailed working drawings.
C. Prepare special provisions, if necessary.
D. Perform internal QC review of the final plans.
E. Furnish plans, special provisions, and contract documents of the project to Iowa DOT District 3 through TPMS and Owner for review and approval. Sheet numbering to follow Iowa DOT standards. Sheets typically include
   1. Title Sheet
   2. Abbreviations and Symbols Sheet
   3. Existing Site Plans
   4. Typical Cross-sections
   5. Estimated Quantity Sheet(s) with Estimate Reference Information
   6. General Notes Sheets
   7. Final Plan and Profile Sheets
   8. Final Intersection Sheets
   9. Final Storm Sewer Sheets
   10. Final Accessibility Sheets
   11. Project Special Detail Sheets
F. Revise plans, specifications, and contract documents after QC and Owner reviews.
G. Prepare opinion of probable construction cost.
H. Prepare right-of-way or easement acquisition plat(s), as necessary.
I. Provide information to Owner necessary to acquire permits or prepare and submit applications for construction permits to regulatory authorities as necessary (DNR, Iowa DOT, City, etc.).
J. Prepare documents required for receiving bids.

M. Submit Check Plan and Final design phase documents to Iowa DOT through TPMS and submit hard copies to Owner.
N. Submit Project Development Certification (PDC) through TPMS.
K. Attend utility coordination meeting.
L. Attend up to three (3) total meetings during final design phase.

Final Design phase is considered complete when the final plans and specifications have been reviewed by Iowa DOT and with Owner.

III. Bidding (Not Applicable. Bidding by Iowa DOT.)

IV. Construction (as requested by Owner and compliant with Iowa DOT standards and specifications)

A. General
1. Schedule and conduct a preconstruction conference.
2. Process Contractor's periodic (monthly) and final payment estimates and present to Owner for review.
3. Interpret plans and specifications with Contractor and Owner.
4. Coordinate testing, as required.
5. Make visits to the project site at appropriate stages of construction as Project Engineer/Manager deems necessary.
6. Review and approve shop drawings and samples.
7. Recommend to Owner the acceptance of the project and complete the necessary certificates therefor.

B. Staking (requires 72 hours' notice)
1. Construction staking of the project

V. Resident Project Representation (as requested by Owner and compliant with Iowa DOT standards and specifications)

A. Review of Contractor's work for general compliance with the plans and specifications.
B. Complete Construction Observation Reports when on site.
C. Coordinate pay quantities with Contractor and Engineer.
D. Review of materials delivered to the site for specification compliance.
E. Assist Engineer in interpretation of the plans and specifications to Contractor.
F. Review and coordinate materials testing by assigned testing firm.
G. Attend progress meetings.
H. Compile records for use in preparing Record Drawings.
I. Assist Engineer, as needed, to perform services to be provided by Engineer as set forth in the Owner/Engineer Agreement.

VI. Post-Construction (as requested by Owner and compliant with Iowa DOT standards and specifications)

A. Attend punch-list field review with Owner.
B. Prepare record drawings, if applicable.
C. Prepare final audit documents for review and approval by Iowa DOT District 3.
D. Deliver final packet to Owner.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

SCOPE OF SERVICES

VII. Deliverables

A.	Submit digital copies as necessary to Iowa DOT through TPMS	
B.	Construction drawings (11" x 17")	up to 10 copies
C.	Construction drawings (22" x 34")	1 copy
D.	Specifications and/or Special Provisions - excluding SUDAS	up to 10 copies
E.	Mylar construction drawings (22" x 34")	1 copy
F.	Digital copy of construction drawings, specifications, and/or special provisions	
G.	Additional copies at $25 each for 11x17 and $50 each for 22"x34"	

VIII. Timeline

A. Concept Statement – due September 13, 2016
B. Preliminary Survey – end of September 2016
C. Preliminary Plans – October 18, 2016
D. Check Plans – November 29, 2016
E. Final Plans – December 20, 2016
F. Bidding – by Iowa DOT, March 21, 2017
G. City Award of Contract – April 2017
H. Construction – as construction proceeds in 2017

IX. Project Review

A. This project will be reviewed by the Iowa DOT District 3 Local Systems. It will also be reviewed by Office of Contracts for bidding. This project may be reviewed by Iowa DNR and/or ACOE.

X. Additional Services Not Included in Proposal

A. Sanitary sewer design
B. Water distribution design
C. Storm sewer report
D. Geotechnical exploration
E. Environmental studies
F. Archaeological studies
G. Flood plain studies
H. Traffic studies

XI. Owner's Responsibilities

A. Mark locations for removals and full-depth patching prior to survey
B. Provide special conditions or provisions required by the Owner
C. Provide sewer and water service information and assist with location
D. Procure permission for property access, if needed
E. Payment of any permit fees

PROJECT DESIGN FEE ESTIMATE
FEDERAL AID PROJECT NO. STP-U-1125(617) - - 70 -14, JEO PROJECT NO.: 150027
CITY OF CARROLL
THIRD STREET HMA RESURFACING - 2017
LUMP SUM FEE

jeo.com

I. JEO Direct Labor Cost

Task/Employee Classification	Hours	Rate	Amount
Preliminary Plans			
Project Manager	40	$ 130.00	$ 5,200.00
Project Engineer	80	$ 97.00	$ 7,760.00
Engineering Technician	60	$ 124.00	$ 7,440.00
Quality Control Engineer	2	$ 166.00	$ 332.00
Clerical	8	$ 82.00	$ 656.00
	Subtotal Preliminary Plans		$ 21,388.00
Check and Final Plans			
Project Manager	40	$ 130.00	$ 5,200.00
Project Engineer	120	$ 97.00	$ 11,640.00
Engineering Technician	80	$ 124.00	$ 9,920.00
Quality Control Engineer	4	$ 166.00	$ 664.00
Clerical	8	$ 82.00	$ 656.00
	Subtotal Check and Final Plans		$ 28,080.00
	I. Total JEO Engineering		**$ 49,468.00**

II. Subconsultant Tasks and Costs

	Fee	10% Admin	Amount
Subconsultant: Semke and Associates - Preliminary Survey	$ 19,750.00	$ 1,975.00	$ 21,725.00
	$ -	$ -	$ -
		$ -	$ -
		$ -	$ -
	II. Total Subconsultants		**$ 21,725.00**

III. Total Estimated Cost (I + II) **$ 71,193.00**

PROJECT CONSTRUCTION SERVICES FEE ESTIMATE
FEDERAL AID PROJECT NO. STP-U-1125(617) - - 70 -14, JEO PROJECT NO.: 150027
CITY OF CARROLL
THIRD STREET HMA RESURFACING - 2017
HOURLY - ESTIMATE BASED ON - - 50 - - WORKING DAYS

jeo.com

I. JEO Direct Labor Cost

Task/Employee Classification	Hours	Rate	Amount
General and Contract Administration			
Project Manager	40	$ 130.00	$ 5,200.00
Project Engineer	120	$ 97.00	$ 11,640.00
Clerical	10	$ 82.00	$ 820.00
			$ 17,660.00
RPR (9 hours per day for 50 working days)			
Engineering Technician	450	$ 84.00	$ 37,800.00
			$ 37,800.00
Staking			
Surveyor	40	$ 90.00	$ 3,600.00
Survey Crew Member	40	$ 90.00	$ 3,600.00
			$ 7,200.00
Post Construction			
Project Manager	12	$ 130.00	$ 1,560.00
Project Engineer	50	$ 97.00	$ 4,850.00
Engineering Technician	80	$ 84.00	$ 6,720.00
Clerical	4	$ 82.00	$ 328.00
			$ 13,458.00
		I. Total JEO Engineering	**$ 76,118.00**

II. Subconsultant Tasks and Costs

	Fee	10% Admin	Amount
Subconsultant: CTS - Testing (Estimate)	$ 3,200.00	$ 320.00	$ 3,520.00
Contingency Estimate for Testing	$ 400.00	$ 40.00	$ 440.00
		$ -	$ -
		$ -	$ -
		II. Total Subconsultants	**$ 3,960.00**

III. Total Estimated Cost (I + II) **$ 80,078.00**

Note: This budget can be revised once the contract working days and contractor are known.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

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

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

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

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

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

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

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

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

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

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

JANUARY 1, 2016

JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	$130.00	-	$175.00
Project Engineers/Architects:	$118.00	-	$169.00
Project Engineers (E.I.):	$97.00	-	$108.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	$80.00	-	$135.00
Office/Administrative:	$82.00	-	$104.00
Principals:	$175.00	-	$214.00

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.