City of Carroll

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

MEMO TO: Mike Pogge-Weaver, City Manager MSPW

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

DATE: October 9, 2019

SUBJECT: Water Supply Well Replacement - 2020
Professional Services Agreement

A Professional Services Agreement for services related to a Water Supply Well Replacement project has been requested and received from JEO Consulting Group, Inc. The proposed Agreement includes a scope of professional services necessary for design development and construction of a water supply well. The water supply well is proposed as a replacement to the current Well No. 11 located in Rolling Hills Park. Well No. 11 has a hole in the casing. Well replacement is recommended as opposed to recasing due to the age of the well and flow restriction of recasing.

The scope of services and fees are detailed in the attached, proposed Agreement and summarized as follows:

Project Management	$ 9,000.00	(Lump Sum)
Preliminary Design	$ 19,600.00	(Lump Sum)
Final Design	$ 37,200.00	(Lump Sum)
Bidding	$ 4,500.00	(Lump Sum)
Construction Administration	$ 23,300.00	(Lump Sum)
Resident Project Representation (RPR)	$ 30,000.00	(Hourly)
Post Construction	$ 2,200.00	(Lump Sum)
Total	$125,800.00	

Currently budgeted and projected funding for the project is as follows:

Design	$ 75,000.00
Construction	$650,000.00
Total	$725,000.00

Water Utility funding is proposed for the project.

The proposed project time frame is as follows:

	Days	Approx. Date
Preliminary Design	90	January 13, 2020
Final Design	60	March 13, 2020
Bidding	60	May 12, 2020
Construction Admin. & RPR	180	November 8, 2020
Post Construction	60	January 6, 2021

RECOMMENDATION: Mayor and City Council consideration of passage and approval of the Resolution approving the Agreement with JEO Consulting Group, Inc. for Professional Services for the Water Supply Well Replacement – 2020 project.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION APPROVING THE AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE WATER SUPPLY WELL REPLACEMENT – 2020 PROJECT.

WHEREAS, Chapter 17 of the Code of Ordinances of the City of Carroll, Iowa, provides that contracts made by the City be approved by the City Council; and,

WHEREAS, a Professional Services Agreement for the development of the Water Supply Well Replacement – 2020 project has been prepared with JEO Consulting Group, Inc.; and,

WHEREAS, the City Council has determined that the Professional Services Agreement is in the best interests of the City and the residents thereof.

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 Water Supply Well Replacement – 2020 project is approved and the Mayor is authorized and directed to sign the Agreement on behalf of the City.

Passed and approved by the Carroll City Council this 14th day of October, 2019.

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 October 14, 2019 ("Effective Date") between the 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: Water Well Supply Well Replacement – 2020 ("Project").

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 breakdown for the Project shall be as follows:

a. Project Management:	$ 9,000 (lump sum)
b. Preliminary Design Phase:	$ 19,600 (lump sum)
c. Final Design Phase:	$ 37,200 (lump sum)
d. Bidding and Negotiation Phase:	$ 4,500 (lump sum)
e. Construction Administration Phase:	$ 23,300 (lump sum)
f. RPR Phase:	$ 30,000 (hourly)
g. Post-Construction Phase:	$ 2,200 (lump sum)
Total Fee:	$ 125,800 (estimated)

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 Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Hourly Rate Schedule
Exhibit D – Non-Discrimination Assurances

5.02 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 October 14, 2019 (which is the Effective Date of the Agreement).

Owner: City of Carroll, Iowa

By: Dr. Eric Jensen

Title: Mayor

Date Signed: _____

Address for giving notices:

City of Carroll

112 E. 5th Street

Carroll, IA 51401

Engineer: JEO Consulting Group, Inc.

By: Blake Birkel, PE

Title: Project Manager

Date Signed: 10/7/2019

Address for giving notices:

JEO Consulting Group, Inc.

11717 Burt Street; Ste 210

Omaha, NE 68154-1510

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

PROJECT DESCRIPTION:

City desires to construct a new (replacement) well adjacent to the existing Well #11 in Rolling Hills Park. The new well, vertical turbine pump and motor (on VFD), discharge piping and associated electrical/controls will be in a masonry block building constructed on an earthen mound. The target capacity of the new well is 400 gallons per minute (gpm) utilizing a 16" inner casing and 24" conductor casing. In addition, the City would like to include the abandonment of the existing Well #11 and demolition of well building as part of the project.

The work to be performed by JEO 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 of the project, as well as, to provide bidding assistance, construction administration and part-time RPR inspections during the construction of the project.

The improvements will be constructed by a Contractor under a separate construction contract with the City, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor working under separate construction contracts to complete the work. The project is being funded using cash reserves of the City (no low-interest loan funding or grant funding is anticipated).

BASIC SCOPE OF SERVICES:

PROJECT MANAGEMENT (ALL PHASES):

A. 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 the Owner, providing progress updates, scheduling meetings, and receiving and providing feedback.
    c. Provide oversight to ensure scope of services and schedule is met.
    d. Work with disciplines to identify potential risks and how to mitigate those risks.
    e. Review billed hours by design team and prepare invoice statements for Owner.
    f. Provide timely and coordinated communication to and from the Contractor for requests for information and to receive and provide feedback.

PRELIMINARY DESIGN PHASE:

30% Design Process

A. Attend and facilitate one (1) project Initiation/kickoff meeting with Owner/Owner's representatives to review the project scope, schedule, and project requirements.
    a. *Meeting to be conducted on same day as Water Main Replacements - 2020 project.*
B. Collect existing data from historical drawings and plans, operational data, public documents or other readily available information.
C. Review physical constraints of proposed well site location including adjacent structures, planned land use, existing utilities, landownership, site elevation, etc.

D. Review proposed well site and evaluate IDNR setback requirements to determined proposed location for new well.
E. Confirm 500-yr floodplain elevation at proposed well site and compare against existing Well #11 and other historical flood records provided by the City to determine proposed height of casing and building floor elevation.
F. Complete topographic surveys of the project area.
    a. Establish vertical and horizontal control on the State Plane coordinate system near the project area(s).
    b. Conduct a topographic survey of the well site location.
    c. Survey the locations of all physical features within the proposed site locations (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, utility locates, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
    d. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
    e. Create an electronic drawing illustrating elevation, site features, property boundaries, and existing utilities resulting from the surveys performed.
G. Prepare a demolition plan that identifies the equipment, piping, valves, structures and/or other related components at existing Well #11 that are to be removed as part of the project.
H. Design site layout for the proposed well location. Site layout to include access plan, grading plan and site piping plan. It is proposed to construct an access road that provides a minimum flat surface of 50-feet to provide easy access to the well for maintenance purposes.
I. Prepare preliminary well details including well building layout, piping and fitting layout, formation profile, casing size, and pump layout.
J. Prepare a 30% plan set to include a title sheet, location map, civil plan sheets, well details and appropriate plan and profile sheets to illustrate proposed improvements.
K. Conduct an internal QA/QC review of the 30% plan set.
L. Compile a list of permits to be obtained.
M. Attend one (1) meeting with the Owner to review the preliminary 30% plan set as a plan-in-hand for input and concurrence.
    a. *Meeting to be conducted on same day as Water Main Replacements - 2020 project.*

FINAL DESIGN PHASE:

60% Design Process

A. Revise 30% plan set as necessary following input from Owner and internal QA/QC.
B. Prepare architectural details (floor plan, building elevations, sections, details and schedules) for approximately 12'x20' well building constructed of CMU and wood roof joists. It is assumed that each well building will be of the same general size/configuration as previous Well #17 / Well #18 projects. Building design shall conform to current, approved building program for the Owner.
C. Coordinate with the electric utility to provide electrical service to the proposed well.
D. Prepare electrical service and distribution details for the new well location. Electrical details to include electrical service details from power utility, location of transformers, "one-line" diagram, panel details, lighting details, receptacle details, and motor control diagrams.
E. Prepare a preliminary plan for the water control system including type, location of PLC's, and communication type.
F. Design heating and ventilation system for the well building.

G. Prepare a 60% plan set to include the revised sheets from the 30% plan set as well as architectural details for the buildings, electrical service and distribution details, water control system details, and limits of construction.
H. Prepare forms for Contract Documents including the Invitation to Bid used for the advertisement, Notice of Public Hearing, Bid Form, construction contracts between Owner and Contractor(s), and necessary payment and performance bonds and insurance requirements.
I. Prepare technical specifications related to the materials and installation for the water well construction, electrical service and distribution, water control system and building materials. The current version of SUDAS will be utilized for general civil items.
J. Prepare a 60% preliminary opinion of cost for the water system improvements.
K. Conduct an internal QA/QC review of the 60% plan set and specifications.

90% Design Process

A. Revise 60% plan set, specifications and Contract Documents as necessary following internal QA/QC.
B. Update engineer's opinion of probable cost.
C. Conduct an internal QA/QC of the 90% plan set and specifications.
D. Conduct a 90% review with the Owner of the plans, opinion of probable cost, technical specifications, bidding documents, and contract documents.
    a. *Meeting to be conducted on same day as Water Main Replacements - 2020 project.*

Design Finalization Process

A. Revised 90% plan and specification set as necessary following input from Owner, utilities, and internal QA/QC.
B. Create final plan and specification set and sign/seal by an engineer registered in the State of Iowa.
C. Prepare a final engineer's opinion of probable cost.
D. Prepare a Well Water Pollution Prevention Plan (WWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of BMP's, and a manual with procedures, documentation, and monitoring of the WWPPP.
E. Prepare applicable permit schedules for an IDNR construction permit that is required to construct the water system improvements and assist Owner with the submittal of the permit *(Owner shall be responsible for applicable review fee*).

BIDDING AND NEGOTIATION PHASE:

A. Obtain approval of plans and specifications and authorization to advertise for bids from Owner and assist Owner with the development of an Invitation to Bid to be placed into publication.
B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request upon receipt of a refundable fee to be determined by Engineer.
C. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
D. 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.
E. Analyze construction bids and prepare a written recommendation will be provided by the Engineer, along with any supporting documentation to advise and assist the Owner in award of a construction contract.

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

CONSTRUCTION ADMINISTRATION PHASE:

A. Schedule and conduct a Pre-construction Conference, consisting of one (1) meeting prior to construction beginning for both groups/contracts. 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.
B. Review shop drawings (submittals) and related data supplied by the Contractor. This will provide the Engineer and Owner the opportunity to review the materials and equipment that will be supplied for the improvements prior to the Contractor securing and obtaining them; which allows the Engineer to compare the selected materials and equipment with the specifications to ensure compliance.
C. 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.
D. Provide construction staking of the proposed well location, building corners, proposed grading and any site piping improvements.
E. Provide interpretation of the plans and specifications, when necessary.
F. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval.
    a. *Progress meetings to be conducted on same day as Water Main Replacements - 2020 project.*
G. Schedule and conduct progress meetings on a monthly basis with Owner and Contractor at City Hall. It is anticipated that there will be no more than five (5) construction progress meetings.
H. Consult with and advise Owner during construction regarding all aspects of the project.
I. Conduct a final inspection of the project with the Contractor and Owner to ensure all components of the project have been completed and are acceptable to all parties prior to final payment. A list of items (also known as a Punch List) will be produced for the Contractor to complete prior to the entire final payment being released.
J. Recommend to the Owner the acceptance of the project and complete the necessary certificate. 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 REPRESENTATION:

A. The Resident Project Representation (RPR) will be provided part-time during the construction phase.
B. The RPR will assist the Engineer with the following tasks:
    a. Review the progress schedules and schedule of values.
    b. Communicate with the Engineer regarding suggestions and recommendations made by the Contractor.
    c. Conduct on-site observations of the Contractor's work.
    d. Consult with the Engineer regarding scheduling inspections, tests, and system start-ups, and accompany visiting inspectors and technicians during said events.
    e. Maintain reports of inspections, progress and other pertinent construction data and questions during the construction phase.
    f. Review payment applications from the Contractor for compliance with the established procedures.
    g. Participate in final inspection; prepare final list of items to be completed or deficient.

POST CONSTRUCTION PHASE:

A. Prepare record drawings to illustrate final location and installation of water system improvements.
B. Prepare a report of final total project costs.
C. Submit final documentation to the IDNR included bacteria test results, record drawings, and report of final total project costs to close out construction permit.

PROJECT TIME FRAME:

A. Preliminary Design Phase – 90 calendar days from authorization to proceed
B. Final Design Phase – 60 calendar days from preliminary design review meeting
C. Bidding and Negotiation Phase – 60 calendar days
D. Construction Admin & RPR Phases – estimate 180 calendar days from Contractor Notice to Proceed
E. Post Construction Phase – 60 days from acceptance of project

MEETINGS INCLUDED WITH THIS SCOPE:

It is assumed that all design and construction progress meetings will be scheduled on the same day as Water Main Replacements – 2020 project.

A. Preliminary Design:
   a. Attendance at design kick-off meeting.
   b. Attendance at 30% review meeting with City staff.
B. Final Design:
   a. Attendance at 90% review meeting with City staff.
C. Bidding and Negotiation:
   a. Attendance at Bid Opening.
D. Construction Phase:
   a. Attendance at Pre-Construction Conference.
   b. Attendance at monthly construction progress meetings (assumed a total of 5 meetings).

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

A. Environmental assessment report, if required.
B. Hydrogeologic evaluation of aquifer.
C. Coordination of test hole/well drilling.
D. Geotechnical investigation, report, and soils evaluation services.
E. Design of a back-up power source for new well.
F. Land acquisition services and/or preparation of easement documents.
G. Payment of review and permitting fees.
H. Construction materials testing.
I. Prepare a project specific stormwater pollution prevention plan (SWPPP).
J. Conduct SWPPP inspections and maintain SWPPP logs, inspection reports and maintenance records.
K. Installation or maintenance of best management practices (BMP's) corresponding to the implementation of the SWPPP.
L. Compliance with the State Revolving Loan Fund or other funding agency requirements including Davis-Bacon Wage Rate certification and interviews.
M. Updates to the City's O&M manual.
N. Meetings not outlined in the scope of services.

Exhibit B

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.

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.

Exhibit C

JANUARY 1, 2019

JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	$145.00	-	$265.00
Project Engineers/Architects:	$125.00	-	$210.00
Project Engineers (E.I.):	$96.00	-	$120.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	$75.00	-	$155.00
Office/Administrative:	$85.00	-	$120.00
Principals:	$180.00	-	$275.00

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.

Exhibit D

Title VI/Non-Discrimination Assurances

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation **Federal Highway Administration,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CRF Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal High Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration,** as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit D

Title VI/Non-Discrimination Assurances

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - - 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).