

**RESOLUTION NO. R26-81**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH JEO CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$51,400 FOR SOUTH 14TH AVENUE STORMWATER TREATMENT FACILITY DESIGN PHASE SERVICES; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, JEO Consulting Group; Inc. provided the citywide Stormwater Master Plan study which included regional storm water treatment facility options; and

WHEREAS, the Agreement design phase services are a continuation of the Stormwater Master Plan project; and

WHEREAS, the city intends to provide regional storm water treatment in accordance with the Stormwater Master Plan and Storm Water Management Plan; and

WHEREAS, engineering services for this project can be provided by JEO Consulting Group, Inc. as set out in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement Between Owner and Engineer for Professional Services with JEO Consulting Group, Inc. in an amount not to exceed \$51,400 for South 14th Avenue Stormwater Treatment Facility Design Phase Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



Accountability - Dedication  
Honesty - Integrity - Respect

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## MEMORANDUM

**DATE:** May 27, 2026  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Richard J. Bogus, City Engineer  
**RE:** South 14<sup>th</sup> Avenue Storm Water Treatment Facility Professional Services Agreement – Design Phase Services

**RECOMMENDATION:**

I recommend approval and signing of the Professional Services Agreement Between City of Columbus and JEO Consulting Group, Inc. in an hourly not to exceed amount of \$51,400 for design phase services for the South 14<sup>th</sup> Ave Stormwater Treatment Facility.

**DISCUSSION:**

JEO provided the citywide Stormwater Master Plan study which included regional storm water treatment facility (STF) options. These design phase services are a continuation of the study. The study resulted in potential locations for capturing and treating storm water, creating a bank STF system for developments, and allowing developable properties to be used for improvements. The concept for this design is to utilize an existing borrow pit near the Waste Transfer Station for an offline regional STF. The project would include design of a diversion pipe/ditch out of the existing South 14<sup>th</sup> Avenue stormwater ditch directed to the existing borrow pit with a stoplog or slide gate system. At this time no significant grading efforts are anticipated at the site. Previously during the development of the Stormwater Master Plan this site was targeted for 6 acre-ft. of Water Control Volume to support the Post Construction Stormwater requirements in the Storm Water Management Plan and overseen by the Nebraska Department of Water, Energy & Environment.

A Google request for information for Water Replenishment Projects, Infrastructure Projects, was submitted for possible partial construction reimbursement. The anticipated notification to proceed with an application is this summer. If approved to proceed with an application, the anticipated notice of award would be late summer or fall.

Additional professional services include bidding, construction and post-construction phase services.

**FISCAL IMPACT:**

Hourly not to exceed \$51,400. Portion of 2025-2026 Budget CIP 26-10 in the amount of \$500,000.

**ALTERNATIVE:**

Do not approve.

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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**AGREEMENT  
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between **City of Columbus, NE** (“Client”) and JEO Consulting Group, Inc. (“JEO”).

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

**Columbus 14<sup>th</sup> Ave Stormwater Treatment Facility** (“Project”).

JEO Project Number: **261299.00**

Client and JEO further agree as follows:

**ARTICLE 1 - SERVICES OF JEO**

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**1.01 Scope**

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

**ARTICLE 2 - CLIENT’S RESPONSIBILITIES**

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**2.01 Client Responsibilities**

- A. Client responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$51,400.00 (Hourly Not to Exceed)**

|  |                           |
|--|---------------------------|
| <b>Task 1 – Topographic Survey</b>                                 | <b>\$4,900.00</b>         |
| <b>Task 2 – Geotechnical Exploration</b>                           | <b>\$5,500.00</b>         |
| <b>Task 3 – Final Design Development</b>                           | <b>\$29,000.00</b>        |
| <b><u>Task 4 – Water Quality Treatment Volume Coordination</u></b> | <b><u>\$12,000.00</u></b> |
| <b>Total Not to Exceed Fee</b>                                     | <b>\$51,400.00</b>        |

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**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 Client and JEO 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.

Client: **City of Columbus, NE**

JEO Consulting Group, Inc. 

By: **James Bulkley**

By: **Kevin Kruse, PE**

Title: **Mayor**

Title: **Senior Project Manager**

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

Date Signed: **5/20/2026**

Address for giving notices:

Address for giving notices:

**City of Columbus, NE**

JEO Consulting Group, Inc.

**2500 14<sup>th</sup> St. Suite 3**

**1937 N. Chestnut St.**

**Columbus, NE**

**Wahoo, NE**

**68602**

**68066**

APPROVED AS TO FORM  
BY \_\_\_\_\_  
CITY ATTORNEY



**EXHIBIT A – SCOPE OF WORK**  
**CITY OF COLUMBUS – 14<sup>TH</sup> AVE STORMWATER TREATMENT FACILITY**  
**JEO PROJECT NO. 261299.00**

**PROJECT DESCRIPTION**

The City of Columbus is looking to utilize an existing borrow pit location near the 14<sup>th</sup> Avenue Waste Transfer Station for an offline Stormwater Treatment Facility (STF). The project would include design of a diversion pipe/ditch out of the existing 14<sup>th</sup> Avenue stormwater ditch directed to the existing borrow pit. It is anticipated that the diversion might incorporate a stoplog or slide gate structure to manage inflows into the facility and the return flow might include a flapgate or other backflow prevention. Gates or stoplog structures are anticipated to be manually controlled and no SCADA system or other remote monitoring or control system is anticipated. Minor site improvements at the site may include clearing and grubbing and minor grading. At this time no significant grading efforts are anticipated at the site.

Previously during the development of the Stormwater Master Plan this site was targeted for 6 acre-ft. of Water Control Volume to support the Post Construction Stormwater Requirements for the City of Columbus. The final design of this site will maximize the Water Control Volume provided with a target of at least 6 acre-ft.

**SCOPE OF SERVICES**

***Task 1 – Topographic Survey***

JEO will mobilize a survey crew to collect site features in the immediate area of the existing borrow pit and access road off of 14<sup>th</sup> Ave. Site features will include driveways/roads/parking areas, fences, storage/dumping areas. Individual trees within the existing borrow pit will not be located unless the trunk diameter is over 8". Intentionally planted trees landscape trees in the northwest and northeast corners will be individually located. JEO will coordinate with the City of Columbus to locate onsite utilities. JEO will collect information on the various fencelines in the project area, but at this time no detailed property boundary research is anticipated.

Survey data will be collected on Nebraska State Plane horizontal datum and reference NAVD88 vertical datum. Data collected during the topographic survey effort will be compiled into a project basemap utilizing AutoCADD and utilized in the subsequent final design drawings.

***Task 2 – Geotechnical Exploration***

JEO will coordinate with Mid-State Engineering and Testing for geotechnical testing at the site. At this time, JEO will include a placeholder with a maximum budget of \$5,500 for geotechnical exploration. It is anticipated that soil borings and percolation tests will be conducted at the site.



### ***Task 3 – Final Design Development***

After compilation of the survey basemap, the JEO design team will facilitate a site meeting with representatives from the City of Columbus to review potential alignments for both the diversion (inflow) and the return (outflow). It is anticipated that these alignments will be located to minimize disruption to the site features and operations. At this pre-design meeting, any modifications to the existing borrow pit will be discussed. At this time, only clearing and grubbing and minor site grading of the site is anticipated. If after the site visit, additional site grading is requested JEO will coordinate with City staff on how to proceed.

JEO will develop a Preliminary Design package (approximately 60% complete plans) that includes proposed improvements. During the development of the Preliminary Design Package, JEO develop a preliminary hydrologic and hydraulic evaluation of the site to size the diversion and return flow structures as well as provide the City information on the storage time anticipated for the facility.

It is anticipated that the preliminary package will include the following plan sheets:

- Cover Sheet
- General location maps
- Survey control sheets
- Removal plan
- Storm Sewer Plan and Profile including geometrics and grades.
- Staging area and construction access plan.
- Seeding and Site Stabilization plans

JEO will review the Preliminary Design package with the City staff. The 60% Design Package will include:

- 60% Plans as described above
- 60% Opinion of Cost
- 60% QA/QC

Following receipt of comments from the City staff, JEO will advance the design to a 90% complete stage and facilitate a review with the City staff. It is anticipated that a 90% complete deliverable will include:

- 90% Construction drawings
- 90% Specifications
- 90% Cost Opinion

JEO will review the 90% package with the City staff and review updated opinions of cost. At this time, JEO will finalize a bidding schedule with the City and verify the documents needed for the City to initiate bidding process.

- Finalize construction drawings and specifications subject to City's approval.
- Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to City.



JEO will provide final deliverables including pdf and paper versions of final signed and sealed construction plans and specifications as well as AutoCADD design drawings for the City's records.

At this time, no grading is planned within the levee critical zone and the return flow alignment is anticipated to be near the existing south driveway of the transfer station which is also outside of the levee critical zone. As such, JEO is not anticipating a Section 408 Review process with the USACE.

***Task 4 – Water Quality Treatment Volume Coordination***

With the final design complete, JEO will provide final calculations for the available Water Quality Control Volume (WQCV) to the City. These volumes will be confirmed post-construction with an as-built survey.

JEO will develop a Service Area map based on previously developed information in the Columbus Stormwater Master Plan. The Service Area will identify portions of the City that currently drain to/adjacent the STF and could be candidates for offset credits. The Service Area will be identified on paper maps but also with GIS Shapefiles or other digital format for the City's tracking purposes.

It is anticipated that the City will utilize the WQCV provided by this facility for potential credits to be offered as negotiation for development/re-development in the Service Area. JEO will coordinate with the City to develop a reasonable valuation for the credits based on the anticipated construction cost of the facility, market rates and other factors. JEO will coordinate with the City to develop a simple tracking system for the City to evaluate and assign credits in the future.

**ADDITIONAL SERVICES NOT INCLUDED AT THIS TIME – FINAL SCOPE TO BE REVIEWED AT A LATER DATE BUT IS ANTICIPATED TO INCLUDE THE FOLLOWING:**

The following scope items are not included in this authorization, but may be added at a later date. Following the submittal of the final plans and specifications if the City requests an amendment for these or other services, JEO will review the following scope items with the City and discuss any potential revisions.

***Bidding Assistance***

- a. Review final plans and specifications and set bid date and schedule. (One meeting)
- b. Assist City with advertisement and publishing of plans, specifications to a virtual planhouse.
- c. Respond to inquiries from prospective bidders and prepare any addenda required.
- d. It is anticipated that the City will facilitate the bid opening and JEO will not attend.
- e. 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.



- f. It is anticipated that City staff will present bid to City Council.
- g. JEO will review City prepared contract documents and provide input if necessary.

***Construction Phase Services***

- h. Provide construction staking for the proposed improvement. Staking is anticipated to include the diversion and return flow pipes/ditches, limits of grading/disturbance and any other key elements that in the opinion of the engineer are necessary for construction.
- i. Provide construction administration during the construction of the project. At this time it is anticipated that construction will be completed within 60 calendar days. JEO will coordinate with the contractor to:
  - i. Review of shop drawings and material certifications.
  - ii. Review of material testing results.
  - iii. Review of payment requests.
  - iv. Processing change orders, if needed.
  - v. Facilitate punch list walkthroughs.
  - vi. Develop punch list.
- j. JEO will provide Part-Time Resident Project Representative (RPR) services. At this time JEO is anticipating a 60 calendar day construction phase. JEO anticipates making weekly site visits to observe and document construction progress. JEO is anticipating a maximum of 40 hrs of RPR effort over the course of the construction phase.
- k. After the contractor reports completion of construction JEO will provide:
  - i. Verification all punch list items have been addressed.
  - ii. Substantial completion documentation.
  - iii. Final completion documentation.
  - iv. Compile and deliver material testing results and construction photos.
  - v. Assist the Owner during the 12-month warranty period with questions and coordination with the Contractor for warranty period correction items.
  - vi. Issue 11-month warranty letter to the Owner and Contractor. Conduct field reviews of the project should a field inspection be necessary.
  - vii. Issue a warranty period correction letter to the Contractor for warranty repair items, if necessary.
  - viii. Development record drawing information to confirm the provided water quality volumes

***Utility relocation design and coordination – Not anticipated***



**PROJECT FEE**

JEO anticipates completion of the services described at our standard hourly rates with a not to exceed amount of \$51,400.00 (Hourly not to exceed)

| Task  | Hourly Not to Exceed Budget |
|---|-----------------------------|
| Task 1 - Topographic Survey   | \$4,900.00                  |
| Task 2 - Geotechnical Exploration   | \$5,500.00                  |
| Task 3 - Final Design Development   | \$29,000.00                 |
| Task 4 – Water Quality Treatment Volume Coordination  | \$12,000.00                 |
| Total Hourly Not to Exceed Budget – This Authorization  | \$51,400.00                 |
| Approximate Budget for Future Tasks – To Be Reviewed in Future<br>(Anticipated to be in 2027) |                             |
| Bidding Assistance  | \$3,000 to \$4,000          |
| Construction Phase Services   | \$20,000 to \$25,000        |

**ANTICIPATED PROJECT SCHEDULE**

JEO anticipates receiving a Notice to Proceed in mid-June 2026 and beginning the work immediately. The following includes a project schedule with a final project delivery by the end of August 2026.

| Task   | Completion Date |
|--|-----------------|
| Task 1 - Topographic Survey                          | July 1, 2026    |
| Task 2 - Geotechnical Exploration                    | July 1, 2026    |
| Task 3 - Final Design Development                    | August 31, 2026 |
| Task 4 – Water Quality Treatment Volume Coordination | August 31, 2026 |

Owner will be billed monthly for services to date. Invoices are due upon receipt. JEO will provide additional services at your request based on current hourly rate schedule.

# 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.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

**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:** Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

and defend JEO for any claims that may arise 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.

**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 with limits not less than shown 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. For projects with construction services, 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

# JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

## GENERAL CONDITIONS

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. 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.

**19. WAIVER OF CONSEQUENTIAL DAMAGES:** Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

**20. DISPUTE RESOLUTION:** In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

# CITY OF COLUMBUS PROPOSED REGIONAL STF

