

Item # 14  
Date: 5/26/26

**RESOLUTION NO. 090 (2025/2026)**

**A RESOLUTION APPROVING PROFESSIONAL AGREEMENT WITH JEO CONSULTING GROUP, INC. FOR 8<sup>TH</sup> STREET OVER W. BR. INDIAN CREEK BRIDGE REPLACEMENT PROJECT**

WHEREAS, the City of Nevada, Iowa desires to enter into an agreement with JEO Consulting Group, Inc. for engineering services concerning 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project; and

WHEREAS, the City of Nevada, Iowa desires to employ JEO Consulting Group, Inc. for engineering services for 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project. The project scope of services is described as outlined in Exhibit A and Exhibit B, attached; and

WHEREAS, JEO Consulting Group, Inc. has submitted Professional Agreement, providing further detail outlining said services and fees, estimated at \$109,900;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Professional Agreement for Engineering Services with JEO Consulting Group, Inc. for 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project. The Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 26<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Erin Mousel, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 090 (2025/2026) be adopted.

AYES:            —  
NAYS:            —  
ABSENT:         —

The Mayor declared Resolution No. 090 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 090 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 26<sup>th</sup> day of May, 2026.

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**Erin Mousel, City Clerk**

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# [ Professional Agreement ]

## 8<sup>th</sup> Street over W. Br. Indian Creek Bridge Replacement Project

City of Nevada, Iowa

JEO Project No. 211628.01



Agreement for Professional Services between  
Owner and JEO CONSULTING GROUP INC



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

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between City of Nevada, 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:  
8<sup>th</sup> Street over W. Br. Indian Creek Bridge Rehabilitation Project ("Project").

JEO Project Number: 211628.01

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

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

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 4 of Exhibit A, and Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

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**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 Section 2 of 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**

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**4.01 Exhibits**

Exhibit A – Scope of Services  
Exhibit B – General Conditions

**4.02 Total Agreement**

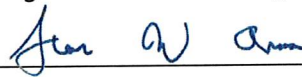
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Nevada, Iowa

Engineer: JEO Consulting Group, Inc.

By: Ryan Condon



By: Steve Arens, PE, SE

Title: Mayor

Title: Structural Project Manager

Date Signed:

Date Signed: 05/20/2026

Address for giving notices:

Address for giving notices:

Nevada City Hall

JEO Consulting Group, Inc.

1209 6<sup>th</sup> Street

1615 SW Main Street, Suite 205

Nevada, IA 50201

Ankeny, IA 50023

EXHIBIT A  
Scope of Services  
Nevada 8<sup>th</sup> Street over W. Branch Indian Creek  
Bridge Rehabilitation  
JEO Project No. 211628.01

**PROJECT UNDERSTANDING:**

The City of Nevada, Iowa intends to rehabilitate the existing bridge on 8<sup>th</sup> Street over the West Branch of Indian Creek. The current existing bridge (FHWA 08530) is a steel beam bridge in poor condition and in need of reconstruction.

The City of Nevada has signed an agreement to receive Iowa Department of Transportation City Highway Bridge Program funds, up to a maximum of \$1,500,000 dollars, to help cover the construction costs. The project must proceed to a DOT letting within 3 years of the DOT signing the funding agreement (signed in 2024). The funds require that the rehabilitation must correct the bridge's poor condition (see Iowa DOT I.M. 1.100). The bridge will need to meet HS-20 loading (operating level) and the life span of the rehabilitated bridge must be at least 15 years.

The existing bridge is a single span, 41' long x 28' wide, steel beam bridge with concrete deck/railings and concrete abutment walls. There is an asphalt overlay on the bridge deck. This bridge rehabilitation project will likely include partial to full concrete bridge deck replacement, partial to full bridge railing replacement, structural beam repair/replacement/strengthening, concrete substructure repairs, scour protection (riprap) at the abutments, and bridge approach slab replacement. Construction limits off the ends of the bridge will be limited to the approach slab area required to transition back to the adjacent roadway surfacing. Actual bridge rehabilitation items will be verified with a detailed bridge inspection. The inspection findings, along with estimated construction costs, will be summarized in a memorandum and discussed with the city prior to final design of this rehabilitation project.

No bridge improvements (aesthetics or sidewalk addition) are included in this project. The bridge rail will be reconstructed as needed to match the current rail geometry. The bridge will be rehabilitated to the same current width. It is anticipated that the street/bridge will be closed for construction. From online information, it appears the existing right-of-way is approximately 60' feet wide, and the city owns the land east of this bridge. No new or additional right-of-way or easements are anticipated for this project.

**SCOPE OF SERVICES:**

**1 DESIGN SERVICES:**

**1.1 PROJECT MANAGEMENT**

- a. Project Coordination and QA/QC
  - i. Coordinate and communicate with the following: Client, Internal design team, sub-consultants, utility companies, and review agencies.
- b. Project Administration
  - i. Monitor Schedule and track progress and ensure deadlines are met.
  - ii. Prepare and submit progress reports and invoices.
- c. Project Meeting

- i. Schedule and facilitate one preliminary design virtual meeting with the City to occur after the detailed bridge inspection.

**1.2 TOPOGRAPHIC SURVEY**

- a. Perform preliminary field survey. Survey the site to obtain the profile and alignment of the roadway and stream, site topography, and other pertinent information to be used in the design process and included in the plan set.
- b. Boundary Survey and research of adjacent properties to determine existing right-of-way and property line locations and dimensions.
- c. Make Iowa One-Call and survey the location of marked utilities.

**1.3 CULTURAL RESOURCES EVALUATION & HISTORICAL ASSESSMENT**

- a. Coordinate with Iowa DOT and the University of Iowa Office of the State Archaeologist for completion of a Cultural Resources Evaluation (CRE).
- b. Complete a Phase I Archeological Survey (completed by Bear Creek Archaeology) to be shared with the Iowa DOT to aid in the cultural resources evaluation (as needed). Currently not anticipated or included for this rehabilitation project.

**1.4 CONCEPT STATEMENT AND THREATENED & ENDANGERED (T&E) SPECIES DETERMINATION**

- a. Develop and submit a Concept Statement meeting the requirements of Iowa DOT Local Systems I.M. 3.020, including the Environmental Data Sheet and Determination of Effect form.
- b. Review Iowa Department of Natural Resources and US Fish & Wildlife Services websites for Threatened and Endangered species and potential habitat in project area.
- c. Coordinate with the Iowa DOT Office of Location and Environment to receive NEPA and SHPO clearance.

**1.5 PRELIMINARY DESIGN SERVICES**

- a. Complete a detailed bridge inspection to verify required bridge rehabilitation items. The bridge inspection will be performed by a certified bridge inspector, but it will not be an NBIS inspection.
  - i. Inspection findings, along with cost estimates, will be summarized in a memorandum to be discussed with the city in a virtual meeting.
- b. Bridge hydraulic analysis and no-rise assessment for FEMA Floodway.
  - i. Evaluate the proposed bridge rehabilitation for flood risk impacts and no-rise using the effective FEMA HEC-RAS floodway model.
  - ii. Complete hydraulic evaluations for the preferred bridge rehabilitation to meet the Iowa DNR floodplain permitting regulations.
- c. Develop a set of preliminary plans meeting the requirements of the Iowa DOT Office of Local Systems for Federal-Aid projects.
  - i. Anticipated Plan Sheets:
    1. A Sheet – Title Sheet
    2. B Sheet – Typical Roadway Sections
    3. D Sheets – Roadway Plan and Profile
    4. G Sheets – Survey Control and Alignment

5. V Sheets – Bridge Situation Plan Sheet

- d. Generate Engineer's Preliminary Opinion of Probable Cost.
- e. Complete Internal QA/QC checks.
- f. Submit preliminary plans (in PDF format) to the following agencies:
  - i. City of Nevada
  - ii. Iowa DOT
  - iii. Applicable utility companies
- g. Preliminary utility coordination.
  - i. Anticipated impacts to overhead power and telecommunication lines on the east side of the bridge. It is anticipated these overhead lines can be moved as needed to avoid impacts to this project.
  - ii. It is anticipated that the existing storm sewer will not be impacted with this project.
  - iii. There is an existing utility pipe supported on the west side of the bridge.
  - iv. No other utility impacts are anticipated.

**1.6 ENVIRONMENTAL REVIEW, WETLAND DELINEATION, & PERMITTING**

- a. USACOE 404 Permit Process
  - i. Perform desktop and on-site wetland determinations and delineations.
  - ii. Submit appropriate Pre-construction Notification to USACOE.
    - 1. It is anticipated the project will be permitted under a Nationwide Permit with impacts to WUS less than 0.03 acres or impacts to wetlands less than 0.1 acres.
- b. Flood Plain Permit
  - i. Prepare necessary plan sheets and overview information to properly show the proposed work within the flood plain and summarize key findings of the associated hydraulic analysis.
  - ii. Complete certification of no rise for the project to support local floodplain permitting.
  - iii. Develop hydraulic analysis and floodplain permitting memo based on the no-rise evaluation and bridge hydraulic analysis requirements.
  - iv. Submit required joint application and supplemental documents to the Iowa DNR Flood Plain and Sovereign Lands Sections and USACE offices.
  - v. Coordinate with IDNR and the City of Nevada to facilitate State and Local floodplain permitting.

**1.7 FINAL DESIGN SERVICES**

- a. Check and Final design of the proposed structure, adjacent approach roadway, and adjacent sidewalks meeting the requirements of the Iowa DOT Office of Local Systems for Federal-Aid projects.
- b. Final structural design of proposed bridge rehabilitation including strengthening the bridge to meet HS-20 loading per the funding requirements.
- c. Finalize plans meeting the requirements of the Iowa DOT Office of Local Systems for Federal-Aid projects.
  - i. Anticipated Plan Sheets:
    - 1. A Sheet – Title Sheet and Existing Site Plan
    - 2. B Sheet – Typical Roadway Sections, Approach Slab Details

3. C Sheets – General Notes, Quantities & Tabulations, and Estimate Reference Notes
4. D Sheets – Roadway Plan and Profile
5. G Sheets – Survey Control and Alignment
6. J Sheets – Traffic Control – Road Closure, No Detour
7. V Sheets – Bridge Sheets
  - a. General Bridge Notes
  - b. Summary of Quantities
  - c. Situation Plan
  - d. Abutment Scour Protection Details
  - e. Abutment Repair Details
  - f. Superstructure Repair Details and Analysis
  - g. Concrete Bridge Deck Repair Details
  - h. Bridge Barrier Rail Details
  - i. Subdrain Details
  - j. Wing Armoring Details
  - k. Abutment Backfill Details
- d. Internal QA/QC review prior to submittal to governing agencies.
- e. Submittals to the Iowa DOT at the Check and Final plan stages.
- f. Final utility coordination.
- g. Cost opinion prepared with Check and Final plans.
- h. Completion of the Project Development Certification.
- i. Provide Load Rating for rehabilitated bridge structure.

**1.8 HAZARDOUS MATERIALS INVESTIGATION (BLOHM ENVIRONMENTAL SERVICES)**

- a. Lead/Chromium/Asbestos Investigation
  - i. Perform on-site inspection, sampling, and testing for asbestos.
  - ii. Scrape sampling and testing for lead and chromium.
  - iii. Prepare report of asbestos, lead, and chromium findings.

**2 FEE:**

2.1 This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Service will be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

<b>2.2 FEE PER PHASE OR TASK (LUMP SUM)</b>	<b>FEE</b>
a. Project Administration and Coordination	\$ 8,260.00
b. Topographic Survey	\$ 9,830.00
c. Cultural Resources	\$ 360.00
d. Concept Statement and T&E	\$ 3,180.00
e. Preliminary Design Services	\$ 25,790.00
f. Environmental Review & Permitting	\$ 11,710.00
g. Final Design Services	\$ 50,220.00
h. Hazardous Materials Investigation (Blohm)	<u>\$ 550.00</u>
<b>Total</b>	<b>\$109,900.00</b>

\*\* Construction Related Services may be added with a future contract amendment.

**3 PAYMENT:**

- 3.1 We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

**4 ESTIMATED TIME FRAME:**

- 4.1 The following is the estimated schedule for this project based on an assumed Notice to Proceed as well as anticipated review, permitting, and approval timeframes. The actual schedule may vary based on these variables.

a.	Notice to Proceed	June 2026
b.	Topographic Survey	July 2026
c.	Structural Site Visit	July 2026
d.	Cultural Resources Evaluation & Historical Assessment	July 21, 2026
e.	Concept Statement and T&E	July 21, 2026
f.	Environmental Field Work	August 2026
g.	Prelim Design	October 20, 2026
h.	Environmental Permitting (submittals)	October 20, 2026
i.	Hazardous Materials Investigation	October 20, 2026
j.	Check Plans	December 1, 2026
k.	Final Design	January 19, 2027
l.	Bid Letting (by Iowa DOT)	April 20, 2027
m.	Construction*	Summer 2027*

\*Dates for this construction task is shown for informational purposes only, as this task is not part of this agreement. This task shall be included in a separate future agreement.

**5 OWNER RESPONSIBILITY:**

- 5.1 The Owner must provide the following information to the Engineer/Consultant:
- a. Review plans and other construction documents and provide comments.
  - b. Secure all right-of-entry to adjacent properties for survey crew and design team.
  - c. Provide land record information (i.e. land owners, right-of-way width, etc.).
  - d. Permit fees.
  - e. Provide a room/location for all meetings throughout the project as required.
  - f. Copies of the most current water, sanitary sewer, storm sewer, and base maps.
  - g. Provide current FEMA Flood Model or payment required to order said model.
  - h. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.

**6 EXCLUSIONS:**

- 6.1 Sanitary or Storm Sewer design.
- 6.2 Water main or other utility design.
- 6.3 Right-of-way acquisition negotiations with property owners.
- 6.4 Bidding (to be performed by the Iowa DOT).
- 6.5 Any permit fees associated with permit applications.
- 6.6 NPDES Permit – Anticipated impact of less than 1 acre
- 6.7 Special meetings and meetings not outlined in the Scope of Services.
- 6.8 Updates to water, sanitary sewer, and electrical distribution plat maps (existing and proposed).

- 6.9 Grant submittals and/or administration.
- 6.10 Phase 1 archaeological studies.
- ~~6.11 Wetland mitigation.~~
- 6.12 Letter of Map Revision (LOMR) for FEMA Floodplain.
- 6.13 Subsurface utility exploration and coordination.
- 6.14 Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- 6.15 Bridge aesthetics.
- 6.16 Boundary retracement of existing lots to set missing monuments.
- 6.17 Construction observation and construction administration.
- 6.18 Temporary or Permanent Easement Plats.
- 6.19 Pavement Markings/Layout.
- 6.20 Geotechnical engineering.
- 6.21 Street lighting improvements.

**7 GENERAL CONDITIONS**

- 7.1 JEO's general conditions are attached as Exhibit B.

**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.

**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

**JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**  
**GENERAL CONDITIONS**

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.