



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: February 14, 2024
To: Finance and Planning Subcommittee
From: Mike Sousek, General Manager
RE: Finance & Planning Subcommittee Meeting Minutes

The Finance and Planning Subcommittee met via Zoom on Wednesday, February 14, 2024, at 12:00PM. There was one agenda item for consideration. Directors on the committee in attendance included Chelsea Johnson, Ken Vogel, Deborah Eagan, Ray Stevens, Don Jacobson, and Christie Lamberty. Directors absent included Stacie Sinclair and Melissa Baker. Dave Potter and Mike Sousek were also in attendance. Guests from the public included Becky Appleford representing JEO.

Agenda item for **Professional Services Agreement for LPSNRD Multi-Jurisdictional Hazard Mitigation Plan 2025 Update. [Action]**

The HMP is required to be updated every five years for participating communities to get funding for mitigation projects. In planning for the 2025 update, LPSNRD applied for Building Resilient Infrastructure and Communities (BRIC) Grant with Nebraska Emergency Management Agency. This grant would utilize Federal funds to pay for 75% of the HMP update. LPSNRD advertised for RFPs through the month of January. Two proposals were received on January 31, 2024 – one from Integrated Solutions Consulting and the other from JEO Consulting Group, Inc. Both proposals outline a thorough process or scope of work to update the HMP, however one proposal was superior to the other and under budget. JEO met the requirements of the RFP, discussed recent requirements by FEMA, outlined a detailed public engagement, identified many other multi-jurisdictional HMPs in Nebraska and the Midwest, including LPSNRD's previous update, and submitted a proposed fee that was under our grant amount. The selection committee, consisting of representatives from the NRD, City of Lincoln, and Lancaster County Emergency Management, interviewed JEO Consulting Group on February 6th and negotiated a proposed agreement for professional services. JEO's proposed schedule for the HMP update project is to start March 1st and be completed with adoption by April 2025. It was **motioned by Ray Stevens, seconded by Ken Vogel to recommend the Board of Directors approve the Professional Services Agreement with JEO Consulting Group, Inc. for the LPSNRD Hazard Mitigation Plan 2025 Update at a cost not to exceed \$117,850.00, subject to legal counsel review. Motion passed unanimously.** The meeting was adjourned following this vote.

MJS

cc: Dave Landis
David Potter
Donna Reid



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

THIS IS AN AGREEMENT effective as of date signed by Owner between Lower Platte South NRD ("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:

Lower Platte South NRD Multi-Jurisdictional Hazard Mitigation Plan 2025 Update ("Project").

JEO Project Number: 220953.00

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 hourly not-to-exceed fee for the Project is: \$117,850.00
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

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

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

Owner: Lower Platte South NRD

Engineer: JEO Consulting Group, Inc.

By: Michael Sousek

By: 
Rebecca Appleford

Title: General Manager

Title: Senior Planner

Date Signed:

Date Signed: 2/7/2024

Address for giving notices:

Address for giving notices:

Lower Platte South NRD

JEO Consulting Group, Inc.

3125 Portia Street

1937 North Chestnut Street

Lincoln, NE 68501

Wahoo, NE 68066



EXHIBIT A – SCOPE OF WORK
Lower Platte South NRD
Hazard Mitigation Plan Update 2025
Project Number: 220953.00

February 2024

Project Overview

The Lower Platte South NRD is leading the effort to update the Multi-Jurisdictional Hazard Mitigation Plan (HMP). The current 2020 HMP is due to be updated and approved by FEMA by May 20, 2025. The HMP is a community-guided document that identifies vulnerability to natural and man-made hazards, and mitigation projects to reduce or eliminate this vulnerability. The final outcome of deliverable will be an updated and FEMA-approved Lower Platte South Hazard Mitigation Plan.

Project Tasks

Task 1: Organize Resources and Project Management

Task 1.1 Organize Resources & Project Management: JEO will provide monthly update reports and project invoices. JEO project management will also include, but is not limited to, meetings and correspondence with local, state, and federal agencies as required to complete the plan update and respond to jurisdictional questions and requests for information. A comprehensive, mid-point email update will be sent to the project planning team between the first and second round of meetings to provide participation status, missing community information, and next steps. JEO will hold a monthly 30-minute status update meeting with the NRD sponsor (not to exceed 12 meetings) to discuss overall project status, budget, schedule, and/or other information as it arises. JEO will attend up to six NEMA grant meetings throughout the duration of the project.

Task 1.2 Kick-Off Meeting: A kick-off meeting will be held with the NRD and identified regional project planning team members to discuss the overall scope and nature of the project. Members of the regional planning team will include representatives from the NRD, counties, select communities, state agencies, and key stakeholders. The regional planning team will assist JEO in identifying interested public and private agencies or persons who will need to be consulted about various aspects of the project. JEO will facilitate a discussion to refine goals and objectives, overview the project schedule, refine the regional hazards list for analysis, and discuss stakeholder engagement strategies. Meeting materials will include the meeting agenda, proposed project schedule, hazard list, draft goals and objectives, roles and responsibilities, draft project announcement, draft contact list, and other items, as necessary.

Task 2: Public Involvement and Stakeholder Participation

Task 2.1 Public Notices and Engagement: JEO will develop press releases and other outreach materials for public distribution. Project announcements and information may include but are not limited to project press release, public review period press release, project survey, and project flyer. Any mailings will be the responsibility of the NRD. Meeting invites will be sent by JEO via email to potential participating jurisdictions and stakeholder, when available. An online project survey will be developed prior to the first round of public meetings to solicit plan feedback and supplemental hazard impact and mitigation strategies. The survey will be available throughout plan development and close at the end of Public Review Period.

Task 2.2 Public Meetings: JEO will facilitate up to two public meetings two times during the planning process, for a total of up to four public meetings. These meetings will be in-person with an option to include virtual attendance (i.e., hybrid meeting). Two JEO staff members will staff the public meetings. Additionally, up to two webinars will be facilitated during the planning process aimed at special districts such as school and fire districts. Furthermore, JEO will meet one-on-one with communities preferring this approach for a total not to exceed 6 (six) one-on-one meetings. One of the one-on-one meetings should be used to meet with the City of Lincoln. JEO will prepare all meeting materials, sign-in sheets, and items necessary to conduct the meetings. For public meetings, JEO will work with the NRD and county emergency managers to identify meeting locations. Recordings of public meetings will be made available to participating jurisdictions on the project website.

Task 2.3 Project Webpage: JEO will develop a webpage specifically devoted to the HMP update. The webpage will include project status, project meeting dates and locations, public meeting recordings, link to project survey, project deadlines, and project related materials. When a draft plan is completed, JEO will post the draft plan on this webpage during the public review/comment period.

Task 3: Data Collection and Risk Assessment

Task 3.1 Data Collection: JEO will gather, and review information and data required for the successful update of this plan. This includes coordinating with state agencies, such as NEMA and NeDNR for relevant data. Data will also be collected from online sources, including, but not limited to NCEI, NDMC, FEMA, SBA, USDA, PHMSA, and others. Data will include but is not limited to summaries of past disaster events; relevant previous studies and reports; existing community or stakeholder plans (e.g., Lincoln Flood Mitigation Plan); and other pertinent records since the development of current plan. JEO will coordinate with local and county representatives to update field related data such as critical facilities, structural inventory, site specific hazards, community specific issues, and other topics.

Task 3.2 Risk Assessment: GIS data will be collected and analyzed to support the risk assessment process. Maps to be developed will include but are not limited to flood risk maps with FIRM and critical facility data where available (for each participating jurisdiction), dam locations, tornado tracks, wildfire risk, and others.

Task 4: Hazard Identification and Develop Mitigation Plan

Task 4.1 Develop Regional Mitigation Plan: JEO will develop all components of the HMP. The plan will be divided into two primary sections: the regional plan overview and jurisdictional profiles. The regional plan will include a summary of the planning process, discussion of regional demographics, review of the structural inventory, climatic data, assessed hazard definitions and profiles, historical hazard occurrence information, event extent, estimation of historic losses, and overall plan maintenance protocols. Corresponding supplemental appendices will be developed to include documents of public involvement, meeting materials and worksheets, and guide to review the HMP.

Task 4.2 Develop Jurisdictional Profiles: Jurisdictional profiles will provide a specific analysis for each participating jurisdiction. The profiles will include the following information, as is relevant, for each participating jurisdiction: jurisdictional geography, employment and economics, local structural inventory, and critical facilities; local hazard history and experiences; local capabilities to implement mitigation strategies; locally identified mitigation strategies; an examination of local planning mechanisms (e.g., flood mitigation plans, comprehensive plans, ordinances, etc.); and plan maintenance. Information pertinent to the HMP will be integrated into relevant community profiles, particularly in the risk assessments and mitigation strategies.

Task 5: Revise, Submit, and Adopt HMP

Task 5.1 Quality Control and Plan Revisions: JEO will conduct a thorough review of the HMP for both grammatical and technical accuracy. A revised draft version of the HMP will be provided to the NRD prior to public review period to review. Identified plan revisions will be incorporated following the quality control review.

Task 5.2 Public Review and Plan Adoption: A draft plan will be made available on the project website for Public Review Period. This review period will last not less than two weeks and no more than 30 days. Jurisdictions will be encouraged to adopt the plan via resolution during the Public Review Period. JEO will develop and send Public Review Period notifications and draft adoption resolutions for each participating jurisdiction. All comments or revisions received during Public Review will be integrated or addressed in the draft HMP prior to plan submission. JEO will collect adoption resolutions from plan participants and send them to NEMA for filing for up to six months following FEMA plan approval.

Task 5.3 Plan Submission: JEO will complete the required documentation of plan completion and submit the plan to NEMA to initiate the review process. JEO will communicate with the project planning team when this has occurred. If the NEMA/FEMA review results in a request for revisions, JEO will complete the requested revisions as appropriate to receive approval of the HMP and resubmit the plan to the state.

Task 5.4 Plan Distribution: JEO will upload the approved HMP to the project website upon FEMA approval. JEO will provide the NRD and County EMAs each one print copy of the approved HMP. All other participating jurisdictions will receive a notice of plan approval, via email or letter, and the ability to download an electronic copy of the plan from online.

Deliverables

Deliverables will be distributed to the NRD and stakeholders as necessary throughout the project. Specific deliverables for this project will include:

- a) Monthly progress reports
- b) Meeting worksheets and sign-in sheets
- c) Electronic access to PDF copies of the Hazard Mitigation Plan
- d) Up to three print copies of the Hazard Mitigation Plan (One each for the NRD and Counties)

Assumptions

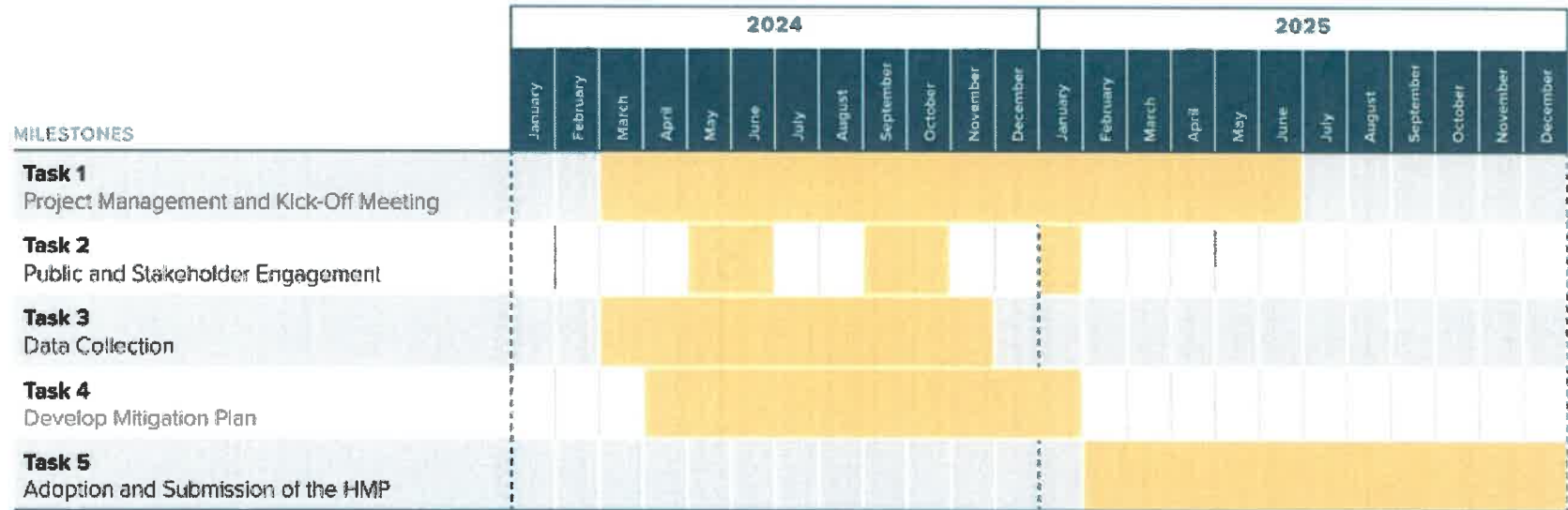
JEO will...	The project planning team will...
Project Setup/Management	
Schedule and conduct kick-off meeting.	Assist in scheduling and attendance at the kick-off meeting.
Develop/propose a project schedule.	Review, advise, and approve project schedule.
Compile a list of potential participants, stakeholders, and others to be involved in the planning process.	Identify, review, and update the list of eligible participants, stakeholders, and others to be involved in the process.
Develop and maintain the project webpage (update with meeting/webinar dates and locations).	Provide contact information for eligible participants and others where requested.
Review currently approved HMP for necessary changes related to updated FEMA regulations.	Post project status, draft plan, project flyer, and other items on the local website and/or social media.
Attend the NEMA grant meetings.	
Public Engagement	
Suggest meeting dates.	Identify/secure meeting locations and finalize meeting dates.
Send 30-day meeting correspondence letter by email for all rounds of meetings; provide project announcement, press release, flyer, social media blurbs, and survey.	Send out project announcements and press releases where JEO does not have an email, and utilize existing social media for community awareness; post flyer and survey where applicable.
Provide information to the NRD for public meeting notice requirements.	Ensure public meeting notices are posted, per state law.
Facilitate public meetings.	Attend project-related meetings.
Schedule and facilitate one-on-one meetings, as needed.	Follow-up with jurisdictions not attending meetings and/or responding to JEO requests.
Send post-meeting follow-up information, as required.	Assist in gaining buy-in from communities hesitant to engage in the planning process.
Develop online project survey.	Assist in posting survey link.
Data Collection	
Collect and analyze historical occurrence records, impacts, and losses (NCEI, NFS, USDA, U.S. Census Bureau, PHSMA, FSA, NeDNR, FEMA, or others as appropriate).	Assist with collecting technical data (local planning documents, historical event descriptions, etc.).
Request parcel data (structural inventory) from the county assessor's office.	Assist with collection of parcel data and repetitive loss data, as needed.
Develop all maps for inclusion in jurisdictional profiles and aid in the risk assessment.	Review and provide feedback on draft maps.

EXHIBIT A: SCOPE OF WORK
 Lower Platte South NRD HMP Update 2025

JEO will...	The project planning team will...
HMP Development	
Develop HMP document—draft upfront and individual jurisdictional profiles.	Provide feedback on hazard identification.
Update and define the risk assessment methodology.	Assist communities in developing, collecting, reviewing, and/or implementing relevant plans/strategies.
Develop proposed mitigation strategies based on data collected and risk assessment.	Finalize plan maintenance protocol.
Suggest plan maintenance protocol.	Review the draft plan during the public review period and provide comments/revisions before submission.
QA/QC of the document before public review.	Post plan for public review on local websites and social media accounts.
Post the plan on the project website for the public review period.	
Notify all jurisdictions of the public review period.	
Adoption and Submission	
Develop draft adoption resolutions.	Adopt the HMP.
Prepare the HMP review tool for plan submission.	Assist with local adoption of the HMP.
Submit plan for review	
Complete HMP revisions/resubmit the plan as required by the state and/or FEMA.	
Provide updates to participating jurisdictions and the planning team regarding the plan review status.	
Meet with NEMA/FEMA during plan review, as needed.	

Project Schedule

The HMP update process will commence upon Notice to Proceed from the NRD. As the plan update needs to be completed by the expiration date of May 2025, the proposed project schedule could be adjusted as desired by the NRD. Project scheduling is contingent upon timely participation and review by participating jurisdictions.



Project Fee

The NRD will be billed monthly for services. JEO proposes to perform the described services for an hourly not-to-exceed fee as outlined in the fee schedule below:

PROJECT TASKS	TOTAL FEE
Task 1: Organize Resources and Project Management	\$12,750.00
Task 2: Public Involvement & Stakeholder Participation	\$22,800.00
Task 3: Data Collection & Risk Assessment	\$14,850.00
Task 4: Hazard Identification & Develop Mitigation Plan	\$60,300.00
Task 5: Quality Control, Submit, & Adopt HMP	\$7,150.00
TOTAL (not to exceed):	\$117,850.00

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. Budget may be re-distributed among tasks, with approval by the LPSNRD, so long as the total fee amount does not change. Any additional services beyond this Scope of Services may be provided on a billable time basis in accordance with our Standard Hourly Rate Schedule.

JEO's Standard Hourly Rates are adjusted annually in January to reflect equitable changes in compensation payable to staff. If schedule delays occur beyond JEO's control, a contract amendment will be required based on the amount of project tasks outstanding after 24 months of notice to proceed.

Scope and Fee Expiration

The information contained in this Scope of Services is valid until 3/31/2024. After that date, the Scope and Fee are subject to adjustment.

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

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.