




Fiscal Impact Form

Department: General Fund	Date: 04-16-2024
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Document Title (i.e. Resolution, Agreement, etc.): Agreement for Professional Services with JEO Consulting Group, Inc. for the Ouray County Hazard Mitigation Plan Update	Expiration: 11-30-2024
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Source of Funding:

	General Fund <input checked="" type="checkbox"/>	R & B Fund <input type="checkbox"/>	EMS Fund <input type="checkbox"/>
	Social Services Fund <input type="checkbox"/>	Public Health <input type="checkbox"/>	Other <input checked="" type="checkbox"/>

If other, please indicate:
The County received a grant through the Federal Hazard Mitigation Grant Program from the State Office of Emergency Management for up to \$89,974.89. This grant requires a 10% match (in-kind or cash).

Reporting Requirements (if any):

Description/Purpose:
The purpose of this Agreement is to develop a County-wide Hazard Mitigation Plan (HMP) Update. The County last updated the HMP in 2020 and will expire in February 2025.

The cost of the project is \$53,250.00. The cost of the project will be primarily covered by the grant; however, 10% in-kind or cash match is required. The 10% match will be split between the City, County and Town.

The HMP will be submitted to FEMA by November 30, 2024.

The County Attorney has reviewed the agreement.

Submission/Review/Approval or Denial:

Department Head / Elected Official: _____	Date: _____
County Manager: _____	Date: _____
County Attorney: _____	Date: _____
Comments: _____	

Board of County Commissioners, Chair: _____	Date: _____
Approve <input type="checkbox"/>	Deny <input type="checkbox"/>



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

THIS IS AN AGREEMENT effective as of 4/16/2024 between Ouray County, Colorado (“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:

Ouray County Hazard Mitigation Plan Update (“Project”).

JEO Project Number: 231748.00

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 fee for the Project is: \$53,250.

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.

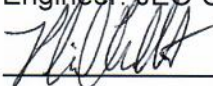
Owner:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer: JEO Consulting Group, Inc.


By: Phil Luebbert

Title: Senior Planner

Date Signed: 4/3/24

Address for giving notices:
JEO Consulting Group, Inc.
1937 North Chestnut Street
Wahoo, NE 68066



**SCOPE OF SERVICES:
Exhibit A
Ouray County Hazard Mitigation Plan Update**

PROJECT DESCRIPTION:

The primary objective of this project will be to develop a Hazard Mitigation Plan (HMP) Update for Ouray County that meets the requirements of the Disaster Mitigation Act (DMA) of 2000, 44 CFR Part 201.6 and the most current Federal Emergency Management Agency (FEMA) “how-to” planning guidance. The plan will meet the most current FEMA and DHSEM Local Mitigation Plan Review Tool requirements. In addition, the plan will be aligned with the current State of Colorado Hazard Mitigation Plan.

This will be a multi-jurisdictional plan. In addition to Ouray County, the following cities, towns, and special districts are anticipated to be participating jurisdictions (as defined by FEMA) in this multi-jurisdictional plan update: City of Ouray, Town of Ridgway.

JEO will assist Ouray County to facilitate the planning process, identify the data requirements, conduct research, develop and facilitate the public input process, document the planning process, produce the draft and final plan document, and facilitate the plan adoption process. JEO will facilitate no fewer than two in-person meetings, and up to 3 in-person meetings during the planning process. Additional one-on-one meetings may be required as well. JEO will facilitate up to 8 on-on-one meetings virtually. JEO will be responsible to the Ouray County Project Manager for the following four stages: Organizing Resources; Hazard Identification and Risk Assessment (HIRA); Developing a Mitigation Strategy; and Plan Adoption, Monitoring & Evaluation. JEO will maintain its project management role until FEMA approves the plan update. JEO will assist the Ouray County Project Manager, as necessary, with documentation for grant management, to include quarterly progress reports, reimbursements for contractual fees, and time spent towards eligible in-kind activities with participating jurisdiction representatives.

PROJECT TASKS

For the purposes of this scope of services, JEO Consulting Group, INC. shall be referred to as JEO. The following tasks will be completed by JEO for this project:

1 ORGANIZE RESOURCES

- 1.1 Project management will include but is not limited to: monthly update reports and project invoices; task coordination; correspondence with local, state, and federal agencies; responding to jurisdictional questions and requests for information.
- 1.2 The plan will document the planning process used to develop the plan update and how the plan will be maintained within a five-year cycle, including the following information:
 - 1.2.1 Ouray County will establish a planning team to oversee the development of the plan. The planning team will include representatives from: participating jurisdictions; local elected officials; local, regional, and state agencies involved in hazard mitigation activities; agencies that have the authority to regulate development; neighboring communities; and other public, private, and non-profit interests.
 - 1.2.2 Each jurisdiction’s participation in the planning process and how they met FEMA’s participation requirements.

- 1.2.3 An action plan, involving a variety of methods, for public involvement and comment during the plan development tasks and a public review/comment period. The plan will document both the process and results.
- 1.2.4 Which plans, studies, reports, and technical information were reviewed and incorporated. This could include local comprehensive plans, local ordinances, Capital Improvement Plans (CIPs), warning systems, Community Wildfire Protection Plans (CWPPs), public education initiatives, local building codes and zoning ordinances, Floodplain Management Plans, mitigation planning-type activities such as Risk MAP, and others.
- 1.2.5 A description of building codes, hazard overlay districts, zoning and subdivision codes, or other hazard mitigation measures currently in effect for each participating jurisdiction that has land use authority. Building code information shall include the version of the code and any local changes that may affect hazard mitigation.
- 1.2.6 A description of how the plan update incorporates Plan Assessment comments from the previous plan's Review Tool.
- 1.2.7 The participating jurisdictions' implementation and maintenance of the current plan since FEMA's approval.
- 1.2.8 How each jurisdiction will continue public participation and monitor, evaluate, and update the plan within a five-year cycle.

2 HAZARD IDENTIFICATION AND RISK ASSESSMENT

- 2.1 Hazard Identification and Risk Assessment (HIRA). The updated plan will include an assessment of the changes in development in hazard prone areas and how the vulnerability of each jurisdiction has been affected. The updated plan will also include hazard events that have occurred and any other appropriate changes in data and analysis since the last plan was developed. The HIRA will include the following information, at a minimum:
 - 2.1.1 A review of and comments about all natural, human-caused, and technological hazards listed in the Colorado State Hazard Mitigation Plan (SHMP), with updated or new descriptions of those specific hazards that most affect or impact the participating jurisdictions.
 - 2.1.2 Updated information on the location, extent, and previous occurrences of each hazard affecting each jurisdiction.
 - 2.1.3 Updates on any hazard events that have occurred since the last plan date.
 - 2.1.4 Updated information on the probability of future hazard events.
 - 2.1.5 An overall summary for each jurisdiction's vulnerability to each hazard. Rate the impact, for example high, medium, or low and explain the rating system used and the process followed to achieve the ranking.
 - 2.1.6 For each jurisdiction, describe in general each hazard's impact on buildings, infrastructure, critical facilities, the vulnerable population, and Lifelines, based

upon FEMA's Lifeline Assessment Toolkit. Lifeline analysis should include ingress/egress challenges during hazard events.

- 2.1.7 Describe vulnerability in terms of types and numbers of National Flood Insurance Program (NFIP) insured properties, to include repetitive loss (RL) and severe repetitive loss (SRL) properties, located in the identified hazard areas. Include information regarding insured values and previous claims.
- 2.1.8 Include the most current FEMA Flood Insurance Rate Map (FIRM) in the plan, if available.
- 2.1.9 Define each community's wildland-urban interface (WUI), outlined on a map with an accompanying narrative.
- 2.1.10 Identify landowners adjacent to the WUI, or WUI's, by type (federal, state, private, etc.) or by agency.
- 2.1.11 Based on the best available data, describe wildfire fuel hazards and how they impact future wildfire risk.
- 2.1.12 Based on best available data, provide updated information on the vulnerability of existing and future buildings, infrastructure, critical facilities, and Lifelines for each jurisdiction. Specify the types and numbers of buildings, infrastructure, critical facilities, and Lifelines.
- 2.1.13 Based on best available data, provide estimated potential dollar losses to vulnerable structures and infrastructure, describing the methodology used to prepare the estimate.
- 2.1.14 Based on best available data, describe vulnerability in terms of land use and development trends.
- 2.1.15 Based on best available data, analyze the economic impacts from potential hazards.
- 2.1.16 Based on best available data, describe how potential climate adaptation may impact each jurisdiction's current and future vulnerability to specific hazards.
- 2.1.17 Based on the Future Avoided Cost Explorer (<https://cwcb.colorado.gov/FACE>), an assessment or evaluation of potential losses from climate change associated with flood, drought, and wildfire.

3 DEVELOP A MITIGATION STRATEGY

- 3.1 Develop a Mitigation Strategy. Each jurisdiction will participate in the development of a mitigation strategy that reflects the results of the risk assessment and includes the following:
 - 3.1.1 Document each jurisdiction's existing capabilities (authorities, policies, programs, and resources) related to hazard mitigation, and its ability to expand on and improve these existing tools. For Fire Protection Districts, additionally define their capabilities in terms of personnel, equipment, facilities, and water sources.

- 3.1.2 Overall goals for reducing risk in the planning area. The participating jurisdictions may also create objectives as part of the mitigation strategy. The plan will describe how the planning team reviewed, and if applicable, updated the goals and objectives.
- 3.1.3 The plan update will describe mitigation actions in the current plan, identifying which are complete, incomplete (and why), deleted, or continued for each jurisdiction.
- 3.1.4 Specific mitigation actions and projects to reduce the impacts identified in the risk assessment, with an emphasis on new and existing buildings, community lifeline assessments, and infrastructure for each jurisdiction. There must be new identifiable action items for each jurisdiction seeking adoption of the plan.
- 3.1.5 A description of each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate.
- 3.1.6 A description of each jurisdiction's compliance with the Colorado Rules and Regulations for Regulatory Floodplains (2 CCR 408-1).
- 3.1.7 A description of methods to reduce structural ignitability.
- 3.1.8 A description, with mapping and narrative/table, of identified fuel treatment projects, to include the types of recommended treatments and suggested or preferred methods of treatment.
- 3.1.9 A description of how the jurisdictions will prioritize and implement the mitigation actions identified for each jurisdiction.

4 PLAN ADOPTION, MONITORING, AND EVALUATION

- 4.1 The plan will describe a process for adopting, monitoring, and evaluating this plan update, to include:
 - 4.1.1 The method and schedule for monitoring and evaluating the plan, including progress on action items, updates to the HIRA or mitigation goals and objectives, and adding new mitigation actions before the next plan update.
 - 4.1.2 The process to incorporate the mitigation plan into other local planning mechanisms for each jurisdiction, and how the previous mitigation plan elements were incorporated into the same.
 - 4.1.3 A strategy for continued public participation.
 - 4.1.4 Ouray County will submit the draft plan and completed FEMA Local Mitigation Plan Review Tool to the DHSEM Mitigation Planning Team for review of compliance with FEMA HMP requirements. DHSEM will forward the plan to FEMA Region VIII for review and Approvable Pending Adoption (APA) status. JEO will revise the plan as required by DHSEM and FEMA (Note- These changes may be required after final payment is made to JEO in order to maximize the grant award, but final payment does not relieve JEO of delivery

of a FEMA approved plan). Upon receiving APA status, all participating jurisdictions will formally adopt the plan and provide their resolutions of adoption to DHSEM within three months. DHSEM will provide local resolutions to FEMA for final plan approval.

- 4.1.5 Posting the FEMA-approved plan, FEMA approval packet, and all local adoptions to the Ouray County website within three months of FEMA's approval date.

5 PROJECT DELIVERABLES

- 5.1 Monthly progress reports.
- 5.2 Completed Hazard Mitigation Plan approved by DHSEM and FEMA.
- 5.3 Digital copies of the plan for all participating jurisdictions.

6 OWNER RESPONSIBILITIES AND ASSUMPTIONS

- 6.1 Ouray County will:
 - 6.1.1 Attend the plan meetings.
 - 6.1.2 Assist in the identification and engagement of relevant stakeholders.
 - 6.1.3 Provide relevant plans, data, maps, as well as assist in the collection of data, as necessary.
 - 6.1.4 Identify/secure meeting locations.
 - 6.1.5 Provide timely plan reviews, as necessary.

7 FEE

- 7.1 JEO proposes to provide the services defined above for the lump sum fees defined below:

<u>Task:</u>	<u>Fee</u>
Organize Resources	\$ 21,050.00
Hazard Identification and Risk Assessment	\$ 15,500.00
Mitigation Strategy	\$ 12,400.00
Plan Adoption, Monitoring, and Evaluation	\$ 4,300.00
Total (Not to Exceed)	\$ 53,250.00

- 7.2 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. JEO's Standard Hourly Rates are adjusted annually in January to reflect equitable changes in compensation payable to staff, subject to approval by the County Manager for all requested hourly rate increases that do not exceed Denver – Aurora – Lakewood Consumer Price Index (CPI) percentage-based rate increases for any given year. If any JEO's Standard Hourly Rates exceed CPI, JEO shall submit a formal contract amendment subject to approval by the Board of County Commissioners. 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.

8 PROGRESS PAYMENTS

- 8.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 8.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 8.3 Payments will be applied first to the interest then principal.
- 8.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

9 PROJECT TIMELINE

- 9.1 JEO will work as expeditiously as possible, pending authorization from Ouray County to complete the tasks in this project.
- 9.2 The estimated time frame for this project is 11 months from notice to proceed. This estimated time frame relies upon timely participation and review of all parties and stakeholders.
- 9.3 If the Basic Services covered by this Agreement have not been completed by October 1, 2025, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 9.4 The information in this scope and fee estimate is valid until May 30, 2024. If an agreement has not been signed by that date, the scope of services and estimated are subject to adjustment.

10 EXCLUSIONS (SERVICES NOT INCLUDED)

- 10.1 Additional meetings unless budget allows and agreed upon by JEO and Ouray County.
- 10.2 Print copies.
- 10.3 Project management tasks beyond the scheduled project completion period.
- 10.4 Translation services.

11 ADDITIONAL TERMS

- 11.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE NC

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, use, and disclosure, of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) are solely at the discretion of client, and client solely retains all intellectual property and other rights to such materials. The parties further acknowledge and understand that all work product or materials provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S., unless otherwise excepted from disclosure by applicable state or federal law.

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.

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GENERAL CONDITIONS

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: Neither party shall indemnify the other for work performed under this agreement.

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. The mandatory venue for any legal action shall be the Seventh Judicial District, State of Colorado, and both parties shall be responsible for their own attorneys' fees and costs. There is no waiver of governmental immunity by client, and all financial obligations of client herein are expressly subject to the appropriation and availability of funds.

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.