

Projects Committee Meeting
Thursday, September 29, 2022 7:30 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS
2. SWCP

Elliott contacted NRCS field office inquiring about summer job status. NRCS reports that the Widman project will proceed as a grassed waterway only. Current drought conditions are not allowing for adequate soil compaction in some cases and will continue as such until field conditions change. Fall construction will proceed on a field by field basis.

 - 2.A. SWCP Application Approvals
 - 2.B. SWCP Payments
 - 2.C. SWCP Cancellations
 - 2.D. Wahoo Creek Cost Share Approvals
3. WATERSHEDS
 - 3.A. Shell Creek
 - 3.A.1. Shell Creek Environmental Enhancement Plan Implementation
 - 3.A.1.a. Shell Creek Grant Funding Update

Current 319 grant ends 9/30/2022. The final reimbursement, match, and report are in progress.
New NET grant was submitted on September 6th. Preliminary recommendations are typically out the end of January, with official decisions in April.
New 319 grant workplan and plan update is in progress.
 - 3.A.1.b. Shell Creek Septic System Payment
STEVE BENDER: \$7,341.44
 - 3.B. Wahoo Creek Watershed
 - 3.B.1. Wahoo Creek Dam Site Planning Update & FYRA Invoices

We are still waiting for contract from DNR to proceed with JEDI funds. We are also still waiting for official signed Wahoo Creek Watershed Plan from NRCS National in DC.

3.B.2. Wahoo Creek Watershed Water Quality Plan Phase II

3.B.3. Olsson Design Update and Invoice

Olsson submitted two invoices for Wahoo Creek design:

Invoice # 433395 (Sites 55, 66, 77, 82, 84, 85, 86): \$14,093.33

Invoice #434493 (Sites 26AB, 27): \$44,188.81

Also attached is the current Progress Report:

- Sites 26AB, 27: 60% design completed and submitted to NRCS for review.
- Remaining 7 sites: Primarily geotechnical analysis
- Continuing the permitting process and mitigation discussions with ACOE

3.B.4. Staff has reached out to several landowners about potential mitigation projects with varied degrees of success. As a reminder, the whole project will require ~2.5 miles of stream mitigation as well as ~14 acres of wetland mitigation.

4. JOINT WATER MANAGEMENT ADVISORY BOARD

4.A. Breach Lake; Rod and Gun Levee Project

We received word back from the Northeast Economic District, they are not able to secure any funding to cover or offset the budget overrun for the Breach Lake (Rod and Gun Levee Project). Attached is a summary of the budget overrun with each entities invoice. The cost was split similar to the original agreement percentages

4.B. Rawhide WHPO

Sean & Ryan attended 9/19 Rawhide WFPO monthly meeting. Benefit Cost Ratio looks good with all alternatives factored in together. The next step is to factor them individually. At this point, the largest benefit is the proposed detention cell near Merlyn England and another near the airport. Cutoff ditch road improvements also look promising. JEO will contact NRCS to get their initial thoughts on costs and how to proceed. A one year extension on the planning grant will also be requested. Next meeting is 10/17.

An NRCS site tour is also scheduled for 10/24. JEO is developing an agenda and coordinating the tour.

4.C. E. Fremont/Elkhorn Township Drainage Improvements

Eric, Sean, Ryan and Directors Pollard, Thompson, Olson, and Saeger attended a meeting on 9/22 with other senior officials. The project was summarized and discussed. The general consensus was to pursue the retention basin alternative along with investigating a partnership with the proposed Inland Port Authority and look into options and benefits for existing ditch cleanouts. The next scheduled meeting is October 3rd with NEMA/FEMA.

In the near future FEMA, as a requirement of their Advanced Assistance grant, will require that all local, partnering entities send a letter agreeing to account for the local 25% match. The current estimate for the NRD's share (based on equal 1/3

division among partners) is ~\$5 million. Further discussions between NRD, City of Fremont, and Dodge county will determine financial commitment portions.

5. HAZARD MITIGATION PLAN UPDATE

RFPs due 10/26/2022

6. EROSION AND SEDIMENT RULES AND REGULATIONS

7. Leshara Drainage Improvements

JEO provided an update regarding the Leshare Drainage project:

The project received CDBG funding that was released in July. It is divided into three primary efforts:

- The project will study the drainage of the entire community and identify culvert and ditch sizes throughout
- The project will include preliminary design of a Phase I designated area starting at the downstream areas, see the attached exhibit
- The project will construct those designed areas from #2

The NRD approved the motion "To budget \$31,000 in FY 2022 and another \$31,000 in FY2023 to assist Lashara with their Drainage Improvement Project" at the 7/12/2021 Board Meeting. JEO was informed of the reimbursement process and requested to provide a brief update at an upcoming Committee Meeting.

8. NEBRASKA BUFFER STRIP PAYMENTS

Below are the current buffer strip contracts up for annual payment

9. Contract Holder	10. Acres	11. NDA #	12. Annual Payment
13. Janice Wilke Trust	14. 2.98	15. 99400a	16. \$190.16
17. Mary Theresa Norton Trust	18. 8	19. 20062	20. \$1,757.44
21. Mary Theresa Norton Trust	22. 13.7	23. 20062	24. \$3,009.62
25. Mary Theresa Norton Trust	26. 11.2	27. 20059	28. \$2,399.04
29. Tom Sprunk	30. 2.1	31. 16010	32. \$472.50
33. Mark Wilke	34. 4.81	35. 99400b	36. \$457.91
37. Ronald Anderson*	38. 6.9	39.	40. \$593.61
41. Ronald Anderson*	42. 6	43.	44. \$166.32
45. Charles Barjenbruch	46. 9.5	47. 100	48. \$2,033.00
49. Randall Brabec	50. 1	51. 22010	52. \$250.00
53. James Barjenbruch	54. 8.2	55. 362	56. \$1,661.98
57. Ed Luetkenhaus	58. 4.5	59. 10058	60. \$967.50
61. Larry Bruhn	62. 4.7	63. 21007	64. \$876.36

65. Tom Sprunk	66. 2.1	67.	68. \$472.50
69. Dean Klug Family Trust	70. 6.3	71. 99074a	72. \$232.72
73. Norman Lindgren	74. 2.1	75. 20027	76. \$83.16
77. Rod Julsen	78. 23.1	79. 451	80. \$5,197.50
81. Kaye Lidolph	82. 7.8	83. 20037	84. \$1,381.30
85. Rezac Farms Inc	86. 4.7	87.	88. \$1,057.50
89. Rezac Farms Inc	90. 3.6	91.	92. \$786.96
93. Rezac Farms Inc	94. 1	95.	96. \$218.60
97. Rezac Farms Inc	98. 1.4	99.	100. \$306.04
101. Rezac Farms Inc	102. 1.7	103.	104. \$371.62
105. Rezac Farms Inc	106. 3.5	107.	108. \$787.50
109. Dan Gehring	110. 8.9	111. 210 20	112. \$2,148. 46
113. Reece/Beau Klug	114. 11. 7	115. 210 24	116. \$2,632. 50
117. David Luckey	118. 12. 7	119. 210 22	120. \$2,818. 89
121. Diann Svatora	122. 5.5	123. 210 23	124. \$1,327. 70
125. Sam Welch	126. 4.9	127. 210 25	128. \$1,050. 32
129. River Road Land INC	130. 13	131. 001 43a	132. \$3,250. 00
133.	134.	135.	136.
137. Total	138. 197 .59	139.	140. \$38,958 .71
141. OTHER			
142. ADJOURNMENT			

Progress Report for Wahoo Creek Watershed Dams Sites



Lower Platte North NRD

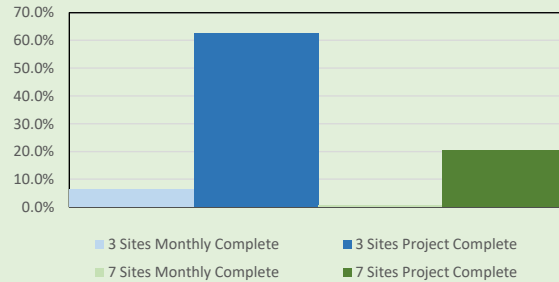
For Work Completed During The Month Of : August, 2022
(through 9/10/22)

Project # 018-3423 Dam Site 26A, 26B, &27 Project Phase	Phase Budget	Billings for Month		Project Total Billings to Date	
		Current Earned/Billings	% Completed This Month	JTD Earned/Billings	% Completed Overall
010 - Project Management/Meetings	\$ 23,213	\$ 1,281.38	5.5%	\$ 10,662.79	45.9%
020 - Geotechnical Engineering	\$ 224,493	\$ 15,366.73	6.8%	\$ 219,605.78	97.8%
030 - Dam Design	\$ 184,885	\$ 27,540.70	14.9%	\$ 152,917.96	82.7%
040 - Permitting	\$ 86,634		0.0%	\$ 34,888.47	40.3%
050 - Survey and Legal Descriptions	\$ 11,142		0.0%	\$ 17,927.10	160.9%
060 - Community/Public Participation	\$ -			\$ -	
070 - Construction Services	\$ 171,962			\$ 1,590.75	
				\$ -	
				\$ -	
3 Sites Totals	\$ 702,329	\$ 44,188.81	6.3%	\$ 437,592.85	62.3%

Project # A18-3423 (separate invoice) Sites 55, 66, 77, 82, 84, 85, &86 Project Phase	Phase Totals	Billings for Month		Project Total Billings to Date	
		Current Earned/Billings	% Completed This Month	JTD Earned/Billings	% Completed Overall
100 - Project Management/Meetings	\$ 60,813	\$ 3,814.84	6.3%	\$ 20,881.68	34.3%
110 - Geotechnical Engineering	\$ 592,047	\$ 10,278.49	1.7%	\$ 301,193.37	50.9%
120 - Dam Design	\$ 425,202		0.0%	\$ 33,021.39	7.8%
130 - Permitting	\$ 244,810		0.0%	\$ 31,537.38	12.9%
140 - Survey and Legal Descriptions	\$ 28,165		0.0%	\$ 7,014.71	24.9%
150 - Community/Public Participation	\$ 30,000		0.0%	\$ 5,899.20	19.7%
160 - Other	\$ -			\$ -	
170- Construction Services	\$ 603,992			\$ -	
7 Sites Totals	\$ 1,985,029	\$ 14,093.33	0.7%	\$ 399,547.73	20.1%

Billings For Month	\$ 58,282.14
Total Billings To Date	\$ 837,140.58
Project Budget	\$ 2,687,358
Budget Remaining	\$ 1,850,217.42

% Budget Spent Per Site



Summary Of Work Completed This Month	
Sites 26A, 26B, & 27	Sites 55,66,77,82,84,85, & 86
-Finish and submit 60% design, plans, specs, and design report -Finalize geotechnical report for NRCS review -Finalized structural calculations for 60% plan submittal	-Continued laboratory testing on recovered soil samples -Geotechnical calculations for dam design (Sites 55 & 84)

Planned Work For Next Month	
Site 26A, 26B, & 27	Sites 55, 66, 77, 82, 84, 85, & 86
-Limited work as NRCS completed 60% design review	-Begin H&H design for dam centerline and spillways -Geotechnical calculations for dam design

For questions regarding billings, please contact Andrew Phillips at (402) 440-8807 or aphillips@olsson.com

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

September 22, 2022
Invoice No: 433395

Tom Mountford
Assistant Manager
Lower Platte North NRD
PO Box 126
Wahoo, NE 68066-0126

Invoice Total \$14,093.33

Olsson Project # A18-34230 Lower Platte North NRD Wahoo Creek Watershed & 7 Dam Sites
Phase II

Professional services rendered August 7, 2022 through September 10, 2022 for work completed in accordance with agreement.

Phase 100 Sites 55 66 77 82 83 84 85 86 Project Management

Labor

	Hours	Amount	
Principal	15.00	3,617.40	
Designer	1.00	121.86	
Administrative/Clerical	1.00	75.58	
Totals	17.00	3,814.84	
Total Labor			3,814.84

Billing Limits

	Current	Prior	To-Date
Total Billings	3,814.84	17,066.84	20,881.68
Limit			62,400.00
Balance Remaining			41,518.32
		Total this Phase	\$3,814.84

Phase 110 Geotechnical Engineering

Labor

	Hours	Amount	
Assistant Engineer	10.75	972.55	
Technician	10.50	680.30	
Principal	3.00	516.15	
Project Professional	15.25	2,047.01	
Assistant Professional	1.50	222.48	
Totals	41.00	4,438.49	
Total Labor			4,438.49

Unit Billing

Atterberg Limit		
1 Test @ \$95/Test		95.00
2 Tests @ \$95/Test		190.00

8 Tests @ \$95/Test	760.00		
1 Test @ \$95/Test	95.00		
2 Tests @ \$165/Test	-330.00		
2 Tests @ \$165/Test	330.00		
2 Tests @ \$95/Test	190.00		
Dry Density Test			
7 Tests @ \$30/Test	210.00		
Flex-Wall Permeability Test Undisturbed			
1 Test @ \$425/Test	425.00		
1 Tests @ \$425/Test	425.00		
Flex-Wall Permeameter Remolded			
1 Test @ \$565/Test	565.00		
Mech. Grain Size Analysis (Hydrometer)			
1 Test @ \$165/Test	165.00		
1 Test @ \$165/Test	165.00		
1 Test @ \$165/Test	165.00		
1 Tests @ \$165/Test	165.00		
2 Tests @ \$165/Test	330.00		
One-Dimensional Consolidation Test			
1 Test @ \$165/Test	165.00		
2 Tests @ \$165/Test	330.00		
2 Tests @ \$165/Test	330.00		
P-200 Sieve Test			
4 Tests @ \$45/Test	180.00		
3 Tests @ \$45/Test	135.00		
1 Test @ \$45/Test	45.00		
Triaxial Comp Unconsolidated Undrained			
2 Tests @ \$175/Test	350.00		
Unconfined Compression Test			
7 Tests @ \$45/Test	315.00		
1 Test @ \$45/Test	45.00		
Total Units	5,840.00		5,840.00

Billing Limits	Current	Prior	To-Date	
Total Billings	10,278.49	290,914.88	301,193.37	
Limit			607,460.00	
Balance Remaining			306,266.63	
		Total this Phase		\$10,278.49
		AMOUNT DUE THIS INVOICE		\$14,093.33

Outstanding Invoices			
Number	Date	Balance	
426477	7/20/2022	17,724.70	
Total		17,724.70	

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Authorized By: Andrew Phillips

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

September 27, 2022
Invoice No: 434493

Tom Mountford
Assistant Manager
Lower Platte North NRD
PO Box 126
Wahoo, NE 68066-0126

Invoice Total \$44,188.81

Olsson Project # 018-34230 Lower Platte North NRD Wahoo Creek Watershed & 3 Dam Sites
Professional services rendered August 7, 2022 through September 10, 2022 for work completed in accordance with agreement.

Phase 010 Sites 26A 26B & 27 Project Management

Labor

	Hours	Amount	
Principal	5.00	1,205.80	
Administrative/Clerical	1.00	75.58	
Totals	6.00	1,281.38	
Total Labor			1,281.38
		Total this Phase	\$1,281.38

Phase 020 Geotechnical Engineering

Labor

	Hours	Amount	
Project Professional	103.00	13,825.69	
Assistant Professional	9.00	914.40	
CAD Operator	.75	39.34	
Administrative/Clerical	7.75	587.30	
Totals	120.50	15,366.73	
Total Labor			15,366.73
		Total this Phase	\$15,366.73

Phase 030 Dam Design 26a, 26b, 27

Labor

	Hours	Rate	Amount
Principal			
Roesler, Brandon	3.00	163.15	489.45
Assistant Professional			
DeLone, Jacob	3.00	103.82	311.46
Gamble, Elise	2.50	90.47	226.18
Huynh, Neng	106.50	99.37	10,582.91

Project	018-34230	Lower Platte North NRD Wahoo Creek Water	Invoice	434493
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Lightbody, Daniel	42.25	139.42	5,890.50	
Designer				
McLaughlin, John	82.50	118.16	9,748.20	
CAD Operator				
Casey, Devin	1.00	69.10	69.10	
Ramirez, Justin	3.50	55.53	194.36	
Rosales, Alejandro	.50	57.07	28.54	
Totals	244.75		27,540.70	
Total Labor				27,540.70
		Total this Phase		\$27,540.70

Billing Limits	Current	Prior	To-Date	
Total Billings	44,188.81	393,404.04	437,592.85	
Limit			583,825.00	
Balance Remaining			146,232.15	
		AMOUNT DUE THIS INVOICE		\$44,188.81

Email invoice to tmountford@lpnrd.org

Authorized By: Andrew Phillips

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



Dodge County Emergency Management

435 N Park Ave STE 101B Fremont, NE 68025

Office: 402-727-2785

EMAIL: emergencymanagement@dodgecountyne.gov

August 24, 2022

TO: Breach Lake (Rod&Gun) Levee Repair-CDBG-19-EM-005
Parties of Interlocal Agreement dtd July 2020

FROM: Thomas Smith Dodge County Emergency Management Director

SUBJECT: CDBG-19-EM-005 Breach Lake Project Budget Overrun Summary

Stakeholders,

This letter is to inform you of a budget overrun. The project exceeded the budget by \$42,435.56. The 2019 Application's Budget Engineering Estimate was \$45,000.00 and \$567,380.00 for Construction, only one engineering firm bid on project in August 20,2020 (COVID). The contract with the firm was signed for the amount \$63,600. The 2021 lowest bid and selected Construction Company estimate was \$597,323.50.

Original Project Estimate for Project Activities:	\$612,380.00
Actual Project Activities Cost:	\$654,815.56
Less CDBG Grant	\$-450,000.00
Charged to Local Match	\$204,8215.56
Less Local Match by Partners	\$-162,380.00
Overrun amount:	\$42,435.56

July 8th, 2022 the project partners met to discuss the budget overrun, including asking Northeast Economic District to explore options to get additional funds or move funds from other project areas to of set costs. In mid-August, we were informed by the Economic District funding is not available. Please take this information back to your respective boards to discuss the project cost overrun justification.

Respectfully submitted,


Thomas Smith

Director

Dodge County Emergency Management

CC:

- 1: Ryan Chapman, Assistant Manager Lower Platte North Natural Resource District
- 2: Jody Sanders, Administrator City of Fremont
3. John Miyoshi, Rod and Gun Club

ENCLOSURE:

Budget Summary
County Invoice

Community Development Block Grant (CDBG-EM) Grant Budget Summary		
0370-Project Activities	\$612,380.00	(\$450,000.00/Local Match \$162,380.00) Amount of \$450,000.00 was the maximum amount of award. Partners split the local match \$50,000.00 each and Rod and Gun Club \$12,380
0380 Const. Mgmt	\$10,000.00	Reimbursement of Northeast Nebraska Economic Development District expenses only
0181 General Admin	\$25,000.00	Reimbursement of Northeast Nebraska Economic Development District expenses only
Total Project Budget	\$647,380.00	
0370 Project Activities Actual Costs		
Engineering Firm	\$63,600.00	Contract amount \$63,600.00
Construction Company	\$591,215.56	Contract amount \$597,323.50
Total	\$654,815.56	
0370 Project Activities Budget	\$612,380.00	
Budget Overrun	\$42,435.56	
Budget Overrun Partner break down		
Dodge County	\$13,065.00	
City of Fremont	\$13,065.00	
LPNNRD	\$13,065.00	
Rod and Fund Club	\$3,240.56	
	\$42,435.56	

DODGE COUNTY EMERGENCY MANAGEMENT

435 N Park Ave STE 101B
Fremont, NE 68025
Phone 402.727.2785

DC202200801-EM005

DATE: 8/24/2022

TO:
Lower Platte North Natural Resource District
ATTN: Ryan Chapman

FOR:
Breach Lake (Rod&Gun) Levee Repair-CDBG-19-EM-005
Outlined in Interlocal Agreement dtd July 2020

DESCRIPTION	AMOUNT
Repair of Levee at Rod and Gun Club	
The project exceeded the original budget by \$42,435.56, the remaining cost split	
In accordance with original percentages outlined in Interlocal Agreement	
Project Activities	\$13,065.00
See attached Summary, drawn down, and County paid vendor report	
TOTAL Reimbursement requested	\$13,065.00

Make checks payable to Dodge County Treasurer PO Box 999 Fremont, NE 68026.
If you have any questions concerning this invoice, contact Tom Smith at (402) 727-2785

Code	BUDGET Activity	Match	CDBG	March %	Budget	Expended to Date	Remaining Balance
0370	Flood Control/Drainage	162,380.00	450,000.00	0.2652	612,380.00	450,000.00	0.00
	Project Activity Totals		450,000.00		612,380.00	450,000.00	0.00
0380	Construction Management		10,000.00		10,000.00	2,362.50	7,637.50
0181	General Administration		25,000.00	1.00	25,000.00	8,824.60	16,175.40
	Grant Totals	162,380.00	485,000.00		647,380.00	461,187.10	23,812.90

Draw #	Invoice # / Descriptions	Total Expense	0181 Gen Admin	0370 Flood Control	Flood Control Local Match	0380 Construction Management	Federal Funds Total	DD Date
1	NENEDD 21427 Jul 20	480.00	480.00					
	NENEDD 21529 Aug 20	1,230.00	1,230.00					
	NENEDD 21634 Sept 20	840.00	840.00				2,550.00	11/18/2021
2	NENEDD 21711 Oct 20	315.00	315.00					
	NENEDD 21805 Nov 20	360.00	360.00				675.00	1/20/2021
3	JEO 120843 Nov 19, 20	3,782.50		\$2,779.50	1,003.00			
	JEO 121734 Dec 24, 20	1,111.25		\$816.59	294.66		3,596.09	1/20/2021
4	JEO 122308 Jan 27, 21	23,026.25		\$16,920.56	6,105.69			
	JEO 122871 Feb 25, 21	2,070.00		\$1,521.04	548.96			
5	JEO 123414 Mar 24, 21	1,651.25		\$1,213.48	437.77		19,655.08	4/7/2021
	NENEDD Dec 20' 21911	30.00	30.00					
	NENEDD Jan 21' 22014	240.00	240.00	\$0.00				
	NENEDD Feb 21' 22107	120.00	120.00					
	NENEDD March 21' 22281	420.00	420.00			225.00	810.00	5/5/2021
6	NENEDD April 2021, 22371	225.00						
	JEO 124069 April 2021, 22385	2,485.00		\$1,825.98	659.02			
	JEO 124753 May 2021	2,635.00	345.00	\$1,936.20	698.80			
6	NENEDD May 2021, 22491	300.00	300.00					
	NENEDD May 2021, 22483	112.50				112.50		
6	JEO June 2021, 125488	4,663.50		\$3,426.74	1,236.76			
	Yost Const Pmt Request #1	235,421.38		\$172,987.62	62,433.76			
6	NENEDD 22570	583.82	583.82					
6	NENEDD 22665	120.00	120.00					
6	NENEDD 22744	540.00	540.00					
6	NENEDD 22542	1,425.00				1,425.00		
6	NENEDD 22650	375.00				375.00		
6	NENEDD 22751	150.00				150.00		
6	Yost Const Pmt Request #2	221,916.22		163,064.04	58,852.18			
6	Yost Const Pmt Request #3/final	133,877.96		83,508.25	50,369.71			
6	JEO 126217	14,125.50		0.00	14,125.50			
6	JEO 126854	6,417.25		0.00	6,417.25			
6	JEO 127596	1,632.50		0.00	1,632.50		430,925.15	
7	NENEDD 22820	75.00				75.00		
7	NENEDD 22836	60.00	60.00					
7	NENEDD 22918	1,460.78	1,460.78					
7	NENEDD 23014	90.00	90.00					
7	NENEDD 23125	1,080.00	1,080.00					
7	NENEDD 23201	210.00	210.00				2,975.78	3/17/2022
Totals	All Activities	666,002.66	8,824.60	450,000.00	204,815.56	2,362.50	458,211.32	



CDBG REQUEST FOR FUNDS for activities (includes general administration)
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM NEBRASKA
 DEPARTMENT OF ECONOMIC DEVELOPMENT

>=\$100,000
>=25% Project
Final Draw

Name of Local Government Grantee Dodge County	Mailing Address 435 N Park	City Fremont	State Nebraska
CDBG Grant Number 19EM005	Federal Identification Number 47-6006454	DUNS Number 782196059	DED Program Representative Steve Chairfeston
	Number sequence order Includes Both general admin requests And project activity requests	SAM Expiration Date 11/10/2023	7

Part I - STATUS OF FUNDS

1. Project Grant Funds Received to Date	458,211.32	6. Project Amount *	450,000.00
2. Add: Program Income Received to Date (exclude RLF)	-	7. Current Draw	2,975.78
3. Subtotal	458,211.32	8. 25% of CDBG funds	112,500.00
4. Less: Federal Project Funds Disbursed To Date (Must Agree To Part II, Line 3)	458,211.32		
5. Total: Project Federal Funds On Hand (Must Agree To Part II, Line 6)	-		

Part II - CASH REQUIREMENTS (includes reporting general administration)

Activity/Budget Category	0181 General Adm	0380 Construction Management	0370 Flood Control & Drainage etc.	TOTAL
1. Total Cash Requirements to Date	8,824.60	2,362.50	663,026.88	674,213.98
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	-	-	213,026.88	213,026.88
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (excludes RLF)	5,923.62	2,287.50	450,000.00	458,211.32
4. Total Current Cash Requirements	2,900.98	75.00	-	2,975.78
5. Less: Unpaid Previous Request	-	-	-	-
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)	-	-	-	-
7. Net Amount of Federal Funds Requested**\$1,500 MINIMUM CDBG REQUEST. IF NOT FINAL DRAW, A REQUEST LESS THAN \$1,500 IS RETURNED AND NOT PROCESSED	-	-	-	2,975.78

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). I also certify that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official Bob Missel	Typed Name of Authorized Official Bob Missel	Date
Signature of Authorized Official Fred Myrby	Typed Name of Authorized Official Fred Myrby	Date
Person Preparing Request for CDBG Form Name: Kirk Brown	Organization: NENEDD	Telephone Number: 402-379-1150
	Email: kirk@nenedd.org	
DEPARTMENT OF ECONOMIC DEVELOPMENT USE		INITIALS: _____ DATE: _____
AMOUNT APPROVED: \$ _____		

COUNTY OF DODGE
Vendor YTD Purchases Report
For Vendors 367 Through 367
Year 2020

2020

Vendor		Invoice				
Number	Name	Number	Date	Description	Amount	Balance
367	JEO Consulting Group	117085	6/27/2020	Property mitigation	\$6,473.75	\$0.00
		117662	7/11/2020	igation Project Application	\$4,350.00	\$0.00
		118966	9/18/2020	igation project application	\$4,678.75	\$0.00
		119570	10/16/2020	igation project application	\$3,383.75	\$0.00
		120297	11/15/2020	Mitigation project-HMPG	\$1,116.25	\$0.00
		120843	12/11/2020	ike levee repair/19-EM-005	\$3,782.50	\$0.00
				Sub Totals:	\$23,785.00	\$0.00
				Grand Totals:	\$23,785.00	\$0.00

COUNTY OF DODGE
Vendor YTD Purchases Report 1/5/2022 4:48pm
 For Vendors 367 Through 367
 Year 2021

2021

Vendor		Invoice			Balance	
Number	Name	Number	Date	Description		Amount
	367 JEO Consulting Group	121690	1/8/2021	Property mitigation	\$273.75	\$0.00
		121734	1/8/2021	Lake levee breach	\$1,111.25	\$0.00
120843		121734	1/8/2021	19-EM-005 Rod & Gun	\$3,596.09	\$0.00
		3/31/21	4/2/2021	19-EM-005 Rod & Gun	\$19,655.08	\$0.00
		124117	5/14/2021	Property mitigation	\$843.75	\$0.00
		6/9/21	6/11/2021	19-EM-005 Rod & Gun	\$3,762.18	\$0.00
		125456	7/9/2021	HMPG Property	\$3,250.00	\$0.00
		7/21/21	7/23/2021	19EM005-Rod & Gun Club	\$3,426.74	\$0.00
124069		126217	8/6/2021	Bal due on pay app	\$23,643.15	\$0.00
126189		126180	8/20/2021	HMGP Property &	\$5,915.25	\$0.00
		126805	9/3/2021	Proj R181941.00 Elk Twp	\$9,724.90	\$0.00
		127591	10/1/2021	Elkhorn Twp Drain	\$6,213.60	\$0.00
		126834	10/1/2021	Rod & Gun	\$2,990.51	\$0.00
		127528	10/1/2021	HMGP Property	\$187.50	\$0.00
		127596	10/15/2021	Rod & Gun Club/Proj	\$1,632.50	\$0.00
		128239	11/12/2021	Rawhide Creek	\$23,863.40	\$0.00
		128336	11/12/2021	Elkhorn Drainage	\$9,427.00	\$0.00
		128988	12/10/2021	Residential elevator	\$1,208.75	\$0.00
		128951	12/10/2021	Rawhide Creek Watershed	\$40,118.40	\$0.00
		129016	12/10/2021	HMPG Elkhorn Drainage	\$8,561.00	\$0.00
				Sub Totals:	\$169,404.80	\$0.00
				Grand Totals:	\$169,404.80	\$0.00

JEO = \$63,600.00

COUNTY OF DODGE
Vendor YTD Purchases Report 1/5/2022 4:50pm
 For Vendors 2759 Through 2759
 Year 2021

Number	Name	Vendor	Number	Date	Invoice Description	Amount	Balance
2759	Yost Excavating Inc.		7/27/21	8/5/2021	19EM-005 Rod & Gun	\$172,987.62	\$0.00
			8/6/21	8/6/2021	Bal due appl #1 and	\$284,349.98	\$0.00
			3 & Final	10/1/2021	rod and gun club-19-EM	\$133,877.96	\$0.00
Sub Totals:						\$591,215.56	\$0.00
Grand Totals:						\$591,215.56	\$0.00

Yost \$591,215.56

PROFESSIONAL SERVICE/CONSULTANT AGREEMENT

(Version: June 2020)

Project Title: Leshara-Phase I Drainage Improvements

THIS AGREEMENT made and entered into by and between the Village of Leshara, Nebraska (hereinafter referred to as the Village) and JEO Consulting Group, Inc., (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the Village [210 Summit, Leshara, NE 68064] and the Consultant [JEO Consulting Group, Inc., 2000 Q Street Suite 500, Lincoln, NE 68503] are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Village, as part of its 2021 CDBG grant agreement with the Department, under contract number 21-PW-013, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Village 's approved CDBG program, and

WHEREAS, it would be beneficial to the Village to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the Village, the work activities described in the Scope of Work (Attachment #1).
- b. The Village will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be April 17, 2024.

3. Consideration

The Village shall reimburse the Consultant in accordance with the Payment Schedule described in Attachment #2 for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Village exceed the sum of \$84,000 (Eighty-four thousand dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the Village or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the Village's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the Village shall request a longer period for record retention. The Village, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Village shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Village may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- 1. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Village may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Village and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:

- (1) Reasonable, proper, and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - (2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - (3) In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Village shall pay the Consultant for work performed to the satisfaction of the Village, in accordance with the percentage of the work completed.
- 2. Termination for Cause:** The Village may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
- (1) The lack of compliance with the provisions of this contract are of such scope and nature that the Village deems continuation of the contract to be substantially detrimental to the interests of the Village;
 - (2) The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time specified by same;
 - (3) The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the Village may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.
- 3. Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- (1) By the Village, with the consent of the Consultant, or by the Consultant with the consent of the Village, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
 - (2) If the funds allocated by the Village via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - (3) In the event the Village fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

- (4) The Village may terminate this contract at any time giving at least 10-days notice in writing to the Consultant. If the contract is terminated for convenience of the Village as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7 Changes, Amendments, Modifications

The Village may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Village thereto: Provided, however, that claims for money by the Consultant from the Village under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Village.

10. Reports and Information

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Village harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 2 CFR Part 75.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended.

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

20. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

21. Audits and Inspections

The Village, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Village, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Village, its appointed and elected officers, and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Village, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT #1 SCOPE OF WORK and FEES for LESHARA, NEBRASKA for the LESHARA-Phase I Drainage Improvements consisting of ten pages.

ATTACHMENT #2 PAYMENT SCHEDULE for LESHARA, NEBRASKA for the LESHARA-Phase I Drainage Improvements consisting of one page.

ATTACHMENT #3 JEO CONSULTING GROUP, INC. GENERAL CONDITIONS for LESHARA, NEBRASKA for the LESHARA-Phase I Drainage Improvements consisting of three pages.

WITNESS WHEREOF, the Village and the Consultant have executed this contract agreement as of the date and year last written below.

VILLAGE (LESHARA, NEBRASKA)

By: _____

Title: Chairperson, Village of Leshara, NE

Date: _____

CONSULTANT (JEO CONSULTING GROUP, INC.)

By: 

Title: Project Manager

Date: 7/19/2022

APPROVED as to legal form:

By: _____

Title: Village Attorney

Date: _____

Project Description:

The Village of Leshara has been awarded Comprehensive Development funding through the Community Development Block Grant (CDBG) program from the Nebraska Department of Economic Development for the study and improvement of the drainage infrastructure within the community.

For this project, JEO Consulting Group, Inc. (JEO) will perform a study and reporting effort for the drainage system capturing existing and future conditions through the drainage within the Village of Leshara. The results of this study, combined with topographic survey, will provide a blueprint to improve the Village's ditch infrastructure and size culverts necessary for road crossings and outfalls. JEO will then proceed by creating construction documents for the Phase I improvements and supporting the Village through bidding and negotiation and construction phase services. The drainage improvements to be constructed as a function of Phase I includes Pohocco Ave, the northern two blocks of Summit St, and portions of Front St, Otoe Ave, and Main St. This is illustrated in the attached exhibit for more clarity. Additional drainage improvements will be conducted through Phase II, a future phase.

Scope of Services:

Project Management

Project Management is a vital component for successful projects. The following scope of work occurs throughout the project phases and tasks.

Objective: Ensure overall responsibility of project quality and coordination and provide project management oversight over all facets and phases of the project.

Deliverable: Deliverables from the project manager shall include meeting summaries from the kick-off meeting and subsequent review meetings including identified risks, mitigations, and critical success factors. Project manager shall deliver monthly progress updates and invoices. Other deliverables shall include meeting notes from meetings with Village staff.

- **Project Kick-off Meeting:** Meet with the Owner for one (1) Project Kickoff Meeting to review project requirements, collect existing information, and review available data pertaining to the existing storm drainage infrastructure. Existing data may include maps, GIS data, project histories, prior reports, prior field investigation data, and other pertinent information.
- **Project Design Coordination:** Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design. During design, bi-weekly meetings internal to the project team will be utilized to ensure the project is coordinated effectively.
- **Client Coordination:** Provide timely and coordinated communication to and from the Village for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback. Monthly progress reports will be provided with a description of the status of the work in progress.
- **Draft Drainage Study Review Meeting:** Conduct a review meeting of the findings resulting from the draft drainage study prior to moving forward with preliminary design of the Phase I improvements.

- **60% Design Review Meeting:** Conduct a 60% complete review meeting with Village staff to review the preliminary design plans and opinion of probable cost (OPC). A project walk-through via a plan-in-hand will occur during this review and include the design team and village officials. All comments identified by the Client during this review will be incorporated into the final design of the project.

Phase 1: Funding Assistance

Objective: Work with village officials and Southeast Nebraska Economic Development District (SENEEDD) to secure potential additional funding for the project while remaining in compliance with Community Development Block Grant (CDBG) funding requirements.

Deliverable: None

- 1.1.1 Coordinate with Lower Platte North Natural Resource District (LPNRD) to cost share portions of the drainage study. A representative from JEO and the village shall attend one (1) meeting to provide a project update and answer any questions.

Phase 2: Topographic Survey

Objective: Conduct site visits and field survey to collect data necessary for the design and construction phases. Coordination with the Village of Leshara may be necessary for access or permission for some areas.

Deliverable: None.

- 2.1.1 Schedule a utility locate "One-Call" and/or request for utility maps within the existing project areas and incorporate into drawings. Coordinate with private utilities as necessary to properly document utilities within the project area.
- 2.1.2 The Consultant will perform the necessary topographic ground survey including the existing street centerline, intersecting streets, alleys and drives, non-driveway culverts, the tying of located land monuments to the existing centerline, cross-sections and profiles necessary for the hydraulic design. A topographic survey will be performed using electronic 'Total Station' technology. Copies of field book records and electronic records can be submitted to the Village at the completion of final design upon request. Natural topographic features and man-made features will be recorded by coordinates to the nearest one-hundredth (0.01) of a foot. All such topographic features, which are pertinent to the Phase I improvements design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. Survey for future design projects, including Phase II, is not included in this scope of work.

The limits of the survey shall include all of the public streets within the village limits to support the drainage study and future drainage improvement design work. Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.) based on One-Call provided information.
- 2.1.3 Prepare the base map using the topographic survey data.

Phase 3: Urban Drainage Study

Objective: This task involves an evaluation of available data to determine drainage performance immediately within and downstream of the Village. The downstream evaluation will continue until the outfall

within Otoe Creek or away from the Village. The Urban Drainage Study will identify improvements that can be implemented as part of the project and what impacts those improvements might be on existing infrastructure downstream.

Deliverable: Technical memorandum.

3.1.1 Study Kick-off Meeting – Conference call into the project kick-off meeting to discuss the process, timeline, and parties involved in the urban drainage study.

3.1.2 Gather and review all available information such as previous field survey data and other pertinent historical records and data, including obtaining hydrology and hydraulic modeling background information, topographic data, and Village basemaps. Use a site visit to review critical locations and determine land and channel grades, drainage structure sizes, locations, and other features. Delineate existing drainage basins with available LiDAR information and field survey to fully understand the complexity of the area and the role the project area plays in the overall drainage system.

Perform a screening-level hydrologic and hydraulic analysis. Create a stormwater model for the project area. Sub-areas will be delineated for each intake point based upon County LiDAR topography, aerials, and other sources. The modeling will be performed for the minor event (5 year or 10 year) and major event (100 year) or other events as deemed necessary by the engineer. This analysis will rely on current National Oceanic and Atmospheric Administration (NOAA) statistical rainfall data which will provide the Village the most up-to-date prediction of future rainfall and runoff.

The hydraulic analysis will be completed utilizing a computer modeling platform. Storm sewer hydraulics will be evaluated utilizing the Manning's Equation and intakes will be evaluated utilizing HEC-22. This approach is consistent with the Nebraska Department of Transportation Drainage Design and Erosion Control Manual. This approach will allow the model to be a direct representation of real world events and provide the Village accurate and reliable information on how the existing (and proposed) system will perform for various storm events. Development of a comprehensive model at this early stage will also provide flexibility to easily update the analysis based on the design process.

It is anticipated that prior to developing the conceptual improvements, a meeting will be held with the Village to review the findings of the existing system evaluation and discuss potential improvement alternatives.

3.1.3 Technical Memorandum – A technical memorandum summarizing the hydrologic and hydraulic evaluation and proposed recommendations to be incorporated into the final design. Proposed pipe sizes for the storm sewer system from the project area to the outfall adjacent to the Village will be included.

3.1.4 Prior to submittal to the Village, a Quality Assurance and Quality Control will be conducted on the technical memorandum. Throughout the analysis process, quality control checks will be performed to ensure the data going into the process is accurate, yielding accurate results.

Phase 4: Design

Task 4.1: Preliminary Design

Objective: During this task, the design team will review feedback from the kick-off meeting, site visit, and Village input to prepare a 60% complete plan set that illustrates the basis of the improvements to be made as a function of Phase I.

Deliverable: The deliverable shall include a 60% complete plan set and OPC.

- 4.1.1 Develop the preliminary drainage design to show the basis of the work to be furnished and performed by a Contractor as part of the project. The plans will include sufficient information to review the area and scope of improvement for ditches, driveway culverts, street culverts, and those necessary along the street to support the drainage work. A complete plan set is likely to include a title sheet, location map, site map, construction details, and plan view sheets showing the extents of improvement. A 60% preliminary engineer's OPC will also be developed through this effort.
- 4.1.2 Coordinate with public and private utilities within the project area to identify potential conflicts.
- 4.1.3 Conduct a 60% complete QA/QC of the plan set and OPC.

Task 4.2: 100% Complete Design

Objective: During the 100% complete design process we will incorporate any final comments and details into the project plans and prepare for final production.

Deliverable: Deliverables during this phase include a 100% complete plan set, an opinion of probable cost, and special provisions.

- 4.2.1 Revise designs based on 60% complete comments received.
- 4.2.2 Finalize the design for the drainage improvements and add the necessary relevant details for all the improvements. Revise the OPC as necessary to reflect the final design documents.
- 4.2.3 Develop the erosion control sheets and prepare storm water pollution prevention (SWPPP) plans and details for the proposed project areas.
- 4.2.4 Create construction document set and sign and seal by engineers registered in the State of Nebraska.
- 4.2.5 Conduct an internal 100% complete QA/QC review of the plan set and OPC.
- 4.2.6 Provide three (3) sets of final plans to the Village printed on 11"x17" paper and an electronic copy (.pdf).

Phase 5: Permitting

Task 5.1: Stormwater Pollution Prevention Permitting

Objective: Comply with the Clean Water Act to reduce discharges from the project area into Waters of the United States. While the project blocks are individually smaller than thresholds requiring a NPDES Permit, collectively they are part of a singular project and exceed the thresholds, therefore require this permit.

Deliverable: Deliverables will include a SWPPP and NPDES permit.

- 5.1.1 Prepare environmental consultation letters and submit letters to applicable local, state, and federal agencies.
- 5.1.2 Prepare a Storm Water Pollution Prevention Plan (SWPPP) book complying with State regulations. Coordinate the Village's signature and submit a Notice of Intent (NOI) to obtain an NPDES Stormwater Discharge permit. Village shall be responsible for any applicable permit fees.

This scope does not include any wetland delineation, mitigation, 404/408 permitting, or the preparation of NEPA documentation (EA, CE, etc). If required, these services can be provided as an additional service.

Task 5.2: Floodplain Permit

Objective: Comply with the Nebraska Department of Natural Resources requirements to minimize impacts with the mapped floodplain by coordinating the proposed Phase I improvements with the floodplain administrator.

Deliverable: Floodplain permit.

- 5.2.1 Coordinate project feature designs that may affect drainage patterns or proposed placement of fill within the floodplain. Prepare and submit for a Floodplain Permit with the floodplain administrator.

Phase 6: Bidding and Negotiation

Objective: Solicit bidders and assist in obtaining construction bids according to state statutes. This phase only applies to the concrete pavement gap paving projects.

Deliverable: Bid tabulations and a written recommendation of award.

- 6.1.1 Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- 6.1.2 Respond to inquiries from prospective bidders and prepare any addenda required.
- 6.1.3 Assist the Village in securing construction bids for the project.
- 6.1.4 Assist the Village at the bid opening. (1 meeting).
- 6.1.5 Tabulate and analyze construction bids and report on them to the Village, together with advice and assistance to the Village in award of construction contract.
- 6.1.6 Prepare and submit a Letter of Recommendation to the Village for project award approval.
- 6.1.7 Prepare Contract Documents for execution by Contractor and the Village, and approval by Village and Village's legal and insurance counsel.

Phase 7: Construction Administration

Objective: Assist the Village during the construction of the improvements. The scope of services is based on an estimate of 9 weeks of construction management services. Assist with the creation of the assessment plats for the improvements.

Deliverable: None.

- 7.1.1 Coordinate and attend one (1) Pre-construction Conference, on site, prior to construction beginning.
- 7.1.2 Review shop drawings (submittals) and related data supplied by the Contractor.
- 7.1.3 Provide interpretation of the plans and specifications when necessary.
- 7.1.4 Review Contractor's monthly pay applications and provide to the Village for review and approval. The scope of services is based on three (3) pay applications for the project.

- 7.1.5 Consult with and advise the Village during construction.
- 7.1.6 Conduct one (1) final inspection of the project with the Contractor and Owner at the project substantial completion.
- 7.1.7 Recommend to the Village the acceptance of the project and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgement and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.
- 7.1.8 Review record drawings to illustrate the final constructed improvements should there be any modifications from the plans.

Task 7.2: Construction Staking

Objective: Provide construction staking with horizontal and vertical control for the proposed improvements.

Deliverable: On site construction staking.

- 7.2.1 Provide baseline horizontal and vertical control for the proposed improvements to include:
 - a. Line and cut to flow line of storm sewer culverts (stake each end). (6 total trips)
 - b. This effort does not include subgrade staking or settings stakes for tree removal, ROW limits, or utility relocation. Any additional services can be provided via an amendment if deemed necessary.

Phase 8: Construction Observation

Objective: Provide construction personnel on site on a part-time basis to observe construction procedures for compliance with the plans, specifications, and contract documents.

Deliverable: Site observation reports.

- 8.1.1 Furnish a part-time Resident Project Representative (RPR) to observe the construction progress and quality of work, estimated at 216 hours (24 hours/week for 9 weeks). Additional delays beyond the engineer's control or extensions provided to the Contractor may require additional effort and will be negotiated and reviewed with the Village of Leshara. Key inspections to include:
 - a. Direction to contractor for ditch grading limits.
 - b. Storm sewer placement.
- 8.1.2 In addition to the RPR key inspections, duties shall include:
 - a. Review of Contractor's work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with the Contractor and Consultant.
 - d. Assist in the review of shop drawings.
 - e. Assist the Engineer in interpretation of the plans and specifications to the Contractor.
 - f. Review and coordinate material testing by the assigned testing firm.
 - g. Prepare record drawings in pdf format.

Items not included with this scope that can be provided as Additional Services:

1. Any services or meetings not specifically mentioned above.
2. Coordination with State Revolving Fund representatives for additional funding assistance for the storm sewer through the Stormwater Reuse Municipal Grants Program (OSG).
3. Geotechnical investigation.
4. Land acquisition services, easement, ROW descriptions, and negotiations with landowners.
5. Assessments or district creation.
6. Water, sanitary sewer services, or associated manhole/water valve box design, or utility relocations.
7. Structural design or any retaining wall designs.
8. Storm sewer design or analysis outside the immediate blocks covered by this project.
9. Electrical design.
10. Temporary or permanent traffic control, including pavement marking design.
11. Storm sewer condition analysis, including CCTV and visual inspection.
12. Title research or legal descriptions.
13. Setting survey monuments to identify street right-of-way.
14. Permitting beyond that specifically mentioned above.
15. Any website assistance or public outreach.

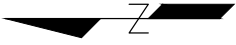
The Village shall provide:

1. Existing water, sanitary sewer, and storm sewer as-built drawings or other relevant mapping data.
2. Existing sanitary sewer and water service line information
3. Notify property owners of meetings.
4. Schedule and attend meetings.
5. All coordination with Fiscal Agent, if necessary.
6. Publications.
7. Permit fees.

2021 LESHARA STREET
IMPROVEMENT PLAN

Date: 6.15.2021

Project No. 210551.00

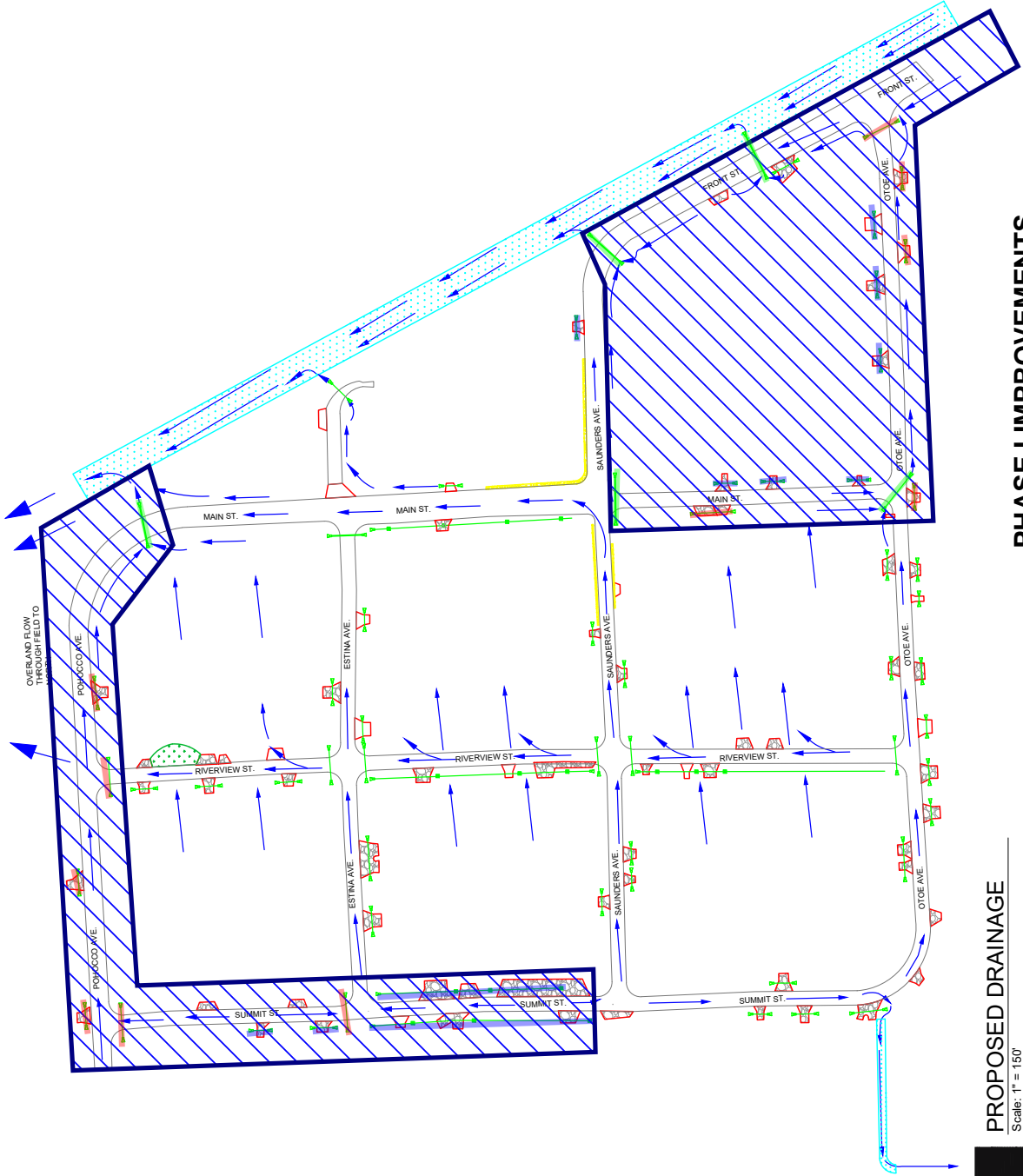


Culvert Sizing Legend

- 24" CMP/HDPE Culvert
- 18" CMP/HDPE Culvert
- 15" CMP/HDPE Culvert
- Phase I Improvements

LEGEND

ITEM	SYMBOL
EDGE OF DRIVEWAY	
EXISTING LANDSCAPING	
PROPOSED CULVERT	
EXIST CURB AND GUTTER	
FLOW ARROW	
EXISTING OPEN CHANNEL FLOW	
PROPOSED EDGE OF ROAD	
PROPOSED AREA INLET	
PROPOSED FLARED END SECTION	
PROPOSED CRUSHED ROCK DRIVE	



PHASE I IMPROVEMENTS

PROPOSED DRAINAGE

Scale: 1" = 150'



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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.

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computer hardware differing from those used by JEO at the beginning of the project.

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d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or

damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order,

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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.

Payment Schedule
Leshara Phase I Drainage Improvements

The Village shall reimburse the Consultant on a monthly basis for services rendered; based upon a percentage of completion of the attached Scope of Work (Attachment #1). In no event shall the total amount reimbursed by the Village exceed the sub identified in Section 3 Consideration of this Agreement, unless there is a change to the Scope of Work authorized and approved by the Village. Reimbursement under this Agreement shall be based on invoices that are supported by appropriate documentation of costs incurred.

It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purpose of this Agreement.

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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.

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