



Memorandum

Date: June 11, 2026
To: Directors
From: Steve Herdzina, Water Resources Coordinator SH
Subject: Water Resources Subcommittee Meeting Minutes – June 2026

The Water Resources Subcommittee met virtually on Wednesday, June 10th at 5:30 pm. Subcommittee members present included Directors Jacobson - committee chair, Baker, Hellerich, Ruth, Schutz, and Spangler. Members absent included Directors Eagan and Peterson. Board Chair Bob Andersen was present. NRD staff present were David Potter, Jeremy Gehle, Steve Herdzina, and Drew Bullett. Also in attendance was Bob Gregalunas of Houston Engineering. Director Jacobson called the meeting to order at 5:31 pm. A quorum was present for the meeting.

A. Consideration of Amendment No. 1 to the Professional Agreement for Janssen Road Structure Spillway Replacement [ACTION]–

Drew Bullett, Projects Coordinator, presented background information on the Janssen Road Structure located on Waverly Road just southeast of Garland is under repair for a spillway replacement. Before construction began, more utilities were in the road than expected. A total of five fiber optic lines ran through the dam and would be in the way of the repair project. As a result, more coordination, time, and effort were spent communicating with the utility companies than originally planned. Another part of the amendment includes estimated hours for professional services to address project complexities to deliver a biddable and permit-compliant design. Lastly, the approximate level of construction observation hours has increased by 20 hours for a total of 100 hours. The total amount of the amendment is \$15,059.21.

Currently, all the fiber optic lines have been moved and construction is underway. The last progress report showed that the existing spillway pipe has been removed and once the weather cooperates, the new pipe can be installed. Bullett reported that the anticipated construction costs for the project are not expected to change.

- Work Type: Amendment to Professional Services
- Funding: NRD/Seward County
- Start: Upon Board approval/On-going
- Completion: FY 27
- Payers, Players, Partners: NRD, Seward County, Houston
- Legal Counsel Review: On-going

It was moved by Hellerich, seconded by Baker, and unanimously approved (6-0) by the Water Resources Subcommittee to recommend the Board of Directors approve Amendment No. 1 to the Professional Agreement for Janssen Road Structure Spillway Replacement, not to exceed \$15,059.21.

Staff Report – IMP Meeting and Annual Report Update Timeline [NO ACTION]–

Steve Herdzina, Water Resources Coordinator reported that the Nebraska Department of Water, Environment, and Energy and NRD staff met for their quarterly Integrated Management Plan (IMP) meeting to discuss the schedule for the upcoming annual IMP report update process. The Water Resources Subcommittee members were invited to attend this meeting to satisfy one of the Jointly Identified Actions in the 2024 Annual Integrated Management Plan Report. Director Hellerich was in attendance. A schedule for the 2025 Annual IMP report update process was established with a goal to have the draft report and presentation ready for the August 2026 Water Resources Subcommittee and Board meeting.

The meeting adjourned at 5:37 pm.

Enclosures

Cc: Bob Andersen

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 01

June 01, 2026

Project: Janssen Road Structure Spillway Replacement
HE Project No. 173-0015

Client: Lower Platte South NRD
3125 Portia Street, Lincoln, NE 68521

Attn: Drew Bullett

**Location
of Project:** Seward County, NE

**Description
of Work:** This contract amendment provides for additional services required to support completion of the Janssen Road Structure Spillway Replacement project.

Additional services include expanded effort for design, permitting, and bidding phase activities; utility coordination services that were not included in the original scope of work; and additional construction phase services due to increased construction observation and coordination needs.

A detailed description of the scope and associated fees is provided in Attachment 1.

Fee: The total estimated fee for the above-described tasks is \$15,059.21 as summarized in Attachment 1.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Houston Engineering, Inc. hereby proposes, and the Client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth herein and in the Agreement between the parties dated June 01, 2026.

Authorization:

Proposal: Houston Engineering, Inc.

Client: Drew Bullett

Signature: _____

Signature: Ethan Miller _____

Title: _____

Title: Project Manager _____

Date: _____

Date: 06/01/2026 _____

Scope of Services

1 EXPANDED SCOPE SUPPORT - DESIGN, PERMITTING, AND BID PHASE EFFORT

The original contract included estimated hours for project management, design, permitting, and bidding services. As the project progressed, additional effort beyond the originally scoped hours was required to address project complexities, coordination, and agency requirements.

This task accounts for the additional effort required to complete these phases in full and deliver a biddable and permit-compliant design

Fee: \$8,288.71 (sum of phase overruns)

2 ADDITIONAL SERVICES: UTILITY COORINATION

During project execution, additional utility coordination services were required that were not included in the original scope of work. These efforts included extensive coordination with utility providers.

These services were necessary to advance the project and avoid impacts during construction.

Fee: \$3,430.50

3 ADDITIONAL CONSTRUCTION PHASE SERVICES

The original contract assumed approximately 80 hours of construction observation and support. Based on actual construction progress and field conditions, the anticipated level of effort has increased to approximately 100 hours.

This task provides for the additional 20 hours of construction phase services necessary to support project completion.

Fee: \$3,340.00

HOUSTON ENGINEERING, INC STANDARD CONDITIONS

SERVICES. Houston Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. Houston Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Houston Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by Houston Engineering is the only authorized representative to make decisions or commitments on behalf of Houston Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Houston Engineering at Project inception. Houston Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for Houston Engineering to access the Project site(s).

PERIOD OF SERVICE. Houston Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. Houston Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Houston Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond Houston Engineering control.

COMPENSATION. In consideration of the services performed by Houston Engineering, the Client shall pay Houston Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Houston Engineering.

PAYMENT TERMS. Houston Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Houston Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Houston Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Houston Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by Houston Engineering.

ADDITIONAL SERVICES. The Client and Houston Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Houston Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. Houston Engineering shall serve as an independent consultant for services provided under this agreement. Houston Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Houston Engineering.

STANDARD OF CARE. Services provided by Houston Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. Houston Engineering will not be liable for the cost of any omission that adds value to the Project.

COMPLIANCE WITH LAWS. HOUSTON Engineering shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, HOUSTON Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

PERMITS AND APPROVALS. Houston Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.



OWNERSHIP OF DOCUMENTS. Documents prepared by Houston Engineering for the Project are instruments of service and shall remain the property of Houston Engineering. Record documents of service shall be based on the printed copy. Houston Engineering will furnish documents electronically; however, the Client releases Houston Engineering from any liability that may result from documents used in this form. Houston Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

INSURANCE. Houston Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Workers' Compensation As required by applicable state statute.

Commercial General Liability \$1,000,000 per occurrence (bodily injury including death & property damage)
\$2,000,000 aggregate.

Automobile Liability \$1,000,000 combined single limit for bodily injury and property damage.

Professional Liability \$1,000,000 each claim and in the aggregate.

Excess Liability/
Umbrella
Coverage \$2,000,000 per occurrence

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Houston Engineering shall be a named insured on those policies where Houston Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. Houston Engineering, INC affirmatively agrees to obtain waiver of subrogation against the client and name the client as an additional insured on the Commercial General Liability and Automobile policies.

INDEMNIFICATION AND HOLD HARMLESS. Houston Engineering, INC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by Houston Engineering, INC its employees, or Subconsultants and/or subcontractors. Client shall indemnify and hold harmless Houston Engineering, INC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Houston Engineering, INC, and the Client this indemnification applies only to the extent of the negligence of Houston Engineering, INC.

LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.



LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses that are allowable under Nebraska state law, within thirty (30) days of the court action.

CONSEQUENTIAL DAMAGES. Neither the Client nor Houston Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client to its knowledge has disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Houston Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Houston Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Houston Engineering.

COST OPINIONS. If included in the scope of service, Houston Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Houston Engineering acknowledge that actual costs may vary from the cost opinions prepared and that Houston Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering Houston Engineering does not furnish these services.

CONTRACTOR SELECTION. Houston Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, Houston Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Houston Engineering shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, Houston Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Houston Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. Houston Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. Houston Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and Houston Engineering acknowledge that Houston Engineering will rely on information furnished by other parties in performing its services under the Project. Houston Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, Houston Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Houston Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and Houston Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Houston Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.



SUSPENSION OF WORK. The Client may suspend services performed by Houston Engineering with cause upon fourteen (14) days written notice. Houston Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Houston Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or Houston Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Houston Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. Houston Engineering warrants that it will deliver products under the Project within the standard of care. Houston Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Houston Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and Houston Engineering shall survive the completion or termination of services for the project.

ANTI-DISCRIMINATION. Neither Houston Engineering or its subcontractors shall discriminate against any of their employees or applicants for employment, to be employed in the performance of this Agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment, because of their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

Scope of Services
Janssen Dam Rehab
Lower Platte South NRD



Sr	Engineer	Prj	Engineer	Prj	Engineer	El	Accounting
Sotak	Gregalunas	Kaufman	Winkel	Stroh	Expenses	Total	
\$296	\$269	\$260	\$164	\$120			

Tasks

Project Management/Project Direction

Initial Site Visit	5							
Design Alternatives Correspondence	2							
Monthly Invoicing/PM Duties	2					4		
Project Management/Project Direction Task Total	\$2,664	\$0	\$0	\$0	\$0	\$480	\$0	\$3,144

Design

Review As-builts / Bring into CADD	1				4			
Site Visit/Survey ¹		5			5			\$250
Create Base Map	0.5				5			
Conduct Hydrology Check	0.5				3			
Hydraulic Analysis					6			
Prepare Construction Plan Set	1				32			
Prepare Project Specifications	2				3			
Develop Engineer's Opinion on Costs	1				3			
Design Task Total	\$1,776	\$1,345	\$0	\$10,004	\$250			\$13,375

Permitting

Prepare and Submit USACE Section 404 Nationwide Permits				8				
Agency Coordination				2				
Prepare NDNR Permit Application	1				2			
Correspondence with NDNR	1				2			
Permitting Task Total	\$592.00	\$0	\$2,600	\$656				\$3,848

Bid Phase

Pre-Bid Coordination	4							
Project Bidding/Engineer's Recommendation	6				2			
Bid Phase Task Total	\$2,960	\$0	\$0	\$328				\$3,288

Construction Phase (Assuming 2 Weeks with No Delays)

Pre-Construction Coordination	4				4			
Construction Observation	8				80			\$750
Construction Reporting	2				4			
As-Built Drawings	0.5				4			
Construction Phase Task Total	\$4,292	\$0	\$0	\$15,088	\$750			\$20,130

Subtotal Hours	42	5	10	159	4			
Subtotal Costs	\$12,284	\$1,345	\$2,600	\$26,076	\$480	\$1,000		\$43,785

Assumptions/Notes:

¹ Included video inspection of the principal spillway using HEI's pipe crawler