




LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Memorandum

Date: May 16, 2025
To: Water Resources Subcommittee
From: Drew Ratkovec, Projects Coordinator 
Subject: Water Resources Subcommittee Meeting Minutes – May 2025

The Water Resources Subcommittee met on May 14, 2025, at the NRD office, at 5:00 pm to take action on 2 items. Subcommittee members who participated included Don Jacobson- committee chair, Melissa Baker, Gary Hellerich, and Anthony Schutz. Others participating included Board Chair Bob Andersen, Director Gary Aldridge, NRD Staff Dick Ehrman, Mike Sousek, David Potter, Katie Cameron (ENWRA), and Drew Ratkovec. Ryan Winkel from Houston Engineering was also in attendance. Director Jacobson called the meeting to order at 5:02 pm. A quorum was not present for the meeting.

A. Consideration of Amendment #2 to the Cooperative Agreement between LPSNRD and UNL-CSD [ACTION]–

Katie Cameron, ENWRA Project Coordinator provided background information on Amendment #2 to the Cooperative Agreement signed May 28, 2020, between LPSNRD and the Board of Regents of the University of Nebraska on behalf of the University of Nebraska-Lincoln through its Conservation and Survey Division, School of Natural Resources (UNL-CSD) This agreement is up for renewal June 30, 2025. Questions and discussion followed about public engagement and access to the data being collected.

- Work Type: Test-hole drilling, geophysical measurements, and/or other hydrogeologic services
- Budget: Included
- Funding: NRD
- Cost: \$15,000 per year (\$45,000 total over three years)
 - ENWRA reimbursement in FY27 or FY28 for \$9,150.00
- Start: Upon Board Approval (June 2025)
- Completion: June 30, 2028
- Delays: N/A
- Payers, players, & Partners: NRD, ENWRA, UNL-CSD

It was moved by Baker, seconded by Hellerich, and approved (3-0) by the Water Resources Subcommittee to recommend that the Board of Directors authorize the District General Manager to sign the University of Nebraska Conservation and Survey cooperative agreement Amendment #2 (\$45,000) for accomplishing test-hole drilling, geophysical measurements, and/or other hydrogeologic services.

B. Consideration of a Professional Agreement with Houston Engineering for the Janssen Road Structure Spillway Replacement [ACTION]–

Ratkovec provided background information for the professional agreement with Houston Engineering. The Janssen Road Structure is located in Seward County, south of Garland. In the 2025 annual inspection, it was found to have a separated pipe structure. NRD staff met with Seward County officials and discussed a plan

moving forward. Staff from both agencies agree this pipe needs to be fixed as quickly as possible and have signed a supplement agreement identifying the project and responsibilities.

Houston Engineering, who is currently working on a dam rehabilitation and has completed several dam rehabilitation projects in the past for the LPSNRD, was asked to investigate the pipe. Houston used a rover camera to drive through the pipe and discovered it had several issues. Not only does the pipe have a separation, but it also has corrosion and small to large holes throughout. It was Houston's recommendation to replace the entire pipe structure. NRD and Seward County staff agree with Houston's recommendation. Due to the nature of the pipe, dirt erosion through the structure creating large holes in the embankment, and for the safety of the road, both parties agreed that this should be fixed right away. Houston provided a professional agreement for project management, design, permitting, bidding, and construction observation. Discussion followed about the agreement between the District and County, as well as this project being included in the FY 26 Budget.

- Work Type: Professional Agreement for Engineering & Design
- Deliverables: Project Management, Design, Permitting, Bidding, Construction Observation
- Permits: USACE 404 Nationwide, NDNR Permit
- Funding: 75% NRD & 25% Seward County
- Proposal: \$43,785.00
- Bid Using Budget/List of Consultants Hourly Rates & Tasks
- Budget: Included in FY 26
- Access: No Concerns
- Start: Upon Board Approval/June 2025
- Completion: July 2026
- Payers, players, & Partners: NRD, Seward County, Houston
- Legal Counsel Review: Yes

It was moved by Baker, seconded by Schutz, and approved (4 -0) by the Water Resources Subcommittee to recommend that the Board of Directors approve the Professional Services Agreement with Houston Engineering for the Janssen Road Structure Spillway Replacement for \$43,785.00.

Meeting adjourned at 5:20

Enclosures:

Cc: Bob Andersen

Corey Wasserburger

Memorandum**Date:** May 2025**From:** Katie Cameron, ENWRA Project Coordinator

Subject: Authorization for the General Manager to sign Amendment #2 to the Cooperative Agreement signed May 28, 2020 between the Lower Platte South Natural Resources District and the Board of Regents of the University of Nebraska on Behalf of the University of Nebraska-Lincoln through Its Conservation and Survey Division, School of Natural Resources (UNL-CSD)

The UNL-CSD agreement with the District is up for renewal on June 30, 2025. Amendment 2 (**attached with copy of current active agreement**) to the UNL-CSD Agreement extends the term out for the next 3 years (through June 30, 2028) and matches the same estimated dollar amounts as the previous 3 year agreement term (around \$15,000 per year). The amendment also provides for additional services to include, but not limited to, CSD test-hole drilling, geophysical measurements and/or other hydrogeologic services that align with the District's water resources assessment goals in coordination with the Eastern Nebraska Water Resources Assessment (ENWRA). The ENWRA coordinator will be the agreement manager, assist with the CSD services and facilitate \$9,150 ENWRA reimbursement to the Lower Platte South related to this amendment #2 scope (further detailed in Attachment 1 of Item #1, planned in fiscal year 2027 or 2028).

Suggested Motion: The Water Resources Subcommittee recommends the Board of Directors authorize the District General Manager to sign the University of Nebraska Conservation and Survey cooperative agreement Amendment #2 (\$45,000) for accomplishing test-hole drilling, geophysical measurements and/or other hydrogeologic services

AMENDMENT #2

**TO THE COOPERATIVE AGREEMENT SIGNED May 28, 2020
between the**

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
and**

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF
THE UNIVERSITY OF NEBRASKA-LINCOLN THROUGH ITS
CONSERVATION AND SURVEY DIVISION,
SCHOOL OF NATURAL RESOURCES**

THIS AMENDMENT is made and entered into this _____ day of _____ May _____, 2025, to modify the original AGREEMENT signed on the 28th day of May, 2020 by the LOWER PLATTE SOUTH Natural Resources District (hereinafter referred to as the LPSNRD) and the Conservation and Survey Division, School of Natural Resources of the University of Nebraska-Lincoln (hereinafter referred to as the CSD).

THEREFORE, IT IS MUTUALLY AMENDED THAT:

(1) **PERIOD:** This AMENDMENT shall be in effect from July 1, 2025 to June 30, 2028 unless terminated or amended by the terms of the AGREEMENT.

(2) **STATEMENT OF WORK:** The CSD test-hole and geophysical logging services are expanded to include such actions as: ground-based geophysical measurements, related assessment fieldwork and additional technical expertise. These include elements listed in the attached proposal, herein referred to as Attachment #1.

(3) **PRINCIPAL INVESTIGATORS** Kathleen Cameron, Eastern Nebraska Water Resources Assessment (ENWRA) Coordinator/CSD Hydrogeologist shall be the principal investigator for the project (30%). Jesse Korus CSD Assistant Professor (30%), Michele Waszgis CSD Geologist (20%), and Matt Marxsen lead driller of CSD (20%) will be co-principal investigators for the project.

(4) All portions of the original AGREEMENT remain in effect.

LOWER PLATTE SOUTH
NATURAL RESOURCES DISTRICT

By _____ Date _____

CONSERVATION & SURVEY DIVISION
OF THE UNIVERSITY OF NEBRASKA

By _____ Date _____

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By _____ Date _____

ATTACHMENT #1

Test-hole Drilling, Logging and Surveying Program for the Lower Platte South Natural Resources District

The Lower Platte South Natural Resources District (LPSNRD) has a complex assemblage of aquifers which supply most of the water used for drinking and irrigation. The LPSNRD has future plans to drill test-holes, record down-hole data, and collect geophysical and hydrogeologic measurements to establish baseline information about groundwater quality, quantity, and aquifer composition.

Conservation and Survey Division (CSD) scientists will perform preliminary hydrogeologic analyses to determine the most appropriate drilling and surveying sites. These will be reviewed with the LPSNRD staff that will be responsible for obtaining landowner permission for site access for test-hole drilling and geophysical/hydrogeologic measurements. CSD will drill the test-holes and conduct the geophysical/hydrogeologic measurements and surveys. The LPSNRD will provide staff on-site during fieldwork to interact with the public and assist the CSD as needed.

At the time of drilling, samples will be collected by CSD geologists to adequately represent the types of material encountered during the drilling operation. These samples will be described both in the field and in the laboratory to determine the lithologic composition and stratigraphic nomenclature of the test-hole. At the completion of drilling operation for each rotary test-hole, a geophysical log suite will be obtained using CSD's equipment and personnel. Measurements will include natural gamma, single-point resistance, spontaneous potential, 16- and 64-inch normal resistivity, lateral resistivity, fluid resistivity and fluid temperature. The geophysical log suite will aid in the interpretation of lithology and, in some instances, provide information on hydraulic properties of various units encountered within the test-hole. Some locations may be wire-line cored in lieu of rotary drilling depending on schedule, budget and depth of drilling.

At the time of ground based geophysical surveys and/or hydrogeologic related measurements (if applicable) CSD will collect, process and interpret the field data and provide information on the hydrogeologic properties of various units encountered.

Once the interpretation phase is complete, the drilled samples will be placed in CSD's test-hole repository and the geophysical/hydrogeologic data uploaded to the Nebraska GeoCloud maintained by the CSD. CSD scientists will utilize desktop information, the test-hole logs, field measurements to design monitoring wells and define pumping and water level monitoring equipment or provide other hydrogeologic specifications (if applicable). An additional CSD contribution to the project will be conducting downhole geophysical logs for other hydrogeologic assessments (non-CSD drilling) planned in the LPSNRD in the next three years that align with CSD's ongoing objectives and schedule (if applicable).

ATTACHMENT #1

Budget

Year	Budget Category	Estimated Quantity	Cost
3 years (FY26, FY27, FY28)	Equipment (Test-hole Drilling, Geophysical and/or other hydrogeologic service related)	5 to 10 test-holes (~1,000 to 2,200 feet) or up to three surveys	\$33,350.00
	Labor (Drill and Survey Crew)		\$4,900.00
	Expenses (Crew Travel and Supplies)		\$6,750.00
	Total (depending on the specific holes drilled and services conducted, annual costs could vary per fiscal: \$15,000/year for budgeting)		\$45,000.00

Note: CSD equipment, crew labor and personnel travel costs will be invoiced according to the actual quantities accomplished at current CSD rates (estimated around \$10/foot for drilling and \$13,000 per survey for ground geophysical measurements). **Invoice amounts will not exceed \$45,000.** LPSNRD is scheduled for a **\$9,150.00 dues credit** from ENWRA in fiscal year (FY) 2027 or 2028 for hydrogeologic assessment activities.

COOPERATIVE AGREEMENT
between the
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
and
THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF
THE UNIVERSITY OF NEBRASKA-LINCOLN THROUGH ITS
CONSERVATION AND SURVEY DIVISION,
SCHOOL OF NATURAL RESOURCES

THIS AGREEMENT, is made and entered into this 28th day of May, 2020, by the Lower Platte South Natural Resources District (hereinafter referred to as the LPSNRD) and the Conservation and Survey Division, School of Natural Resources of the University of Nebraska-Lincoln (hereinafter referred to as the CSD).

The LPSNRD and the CSD, in accord with their ongoing program responsibilities, desire to participate in a CSD test-hole drilling program to (1) Provide test-hole drilling equipment, supplies and expertise for obtaining subsurface geologic and hydrogeologic information within the LPSNRD boundaries and (2) Provide bore-hole geophysical logging equipment, supplies and expertise for obtaining measurements of physical and electrical properties within test-holes.

THEREFORE, IT IS MUTUALLY AGREED THAT:

- (1) **COOPERATION:** The LPSNRD and the CSD desire to cooperate and collaborate to accomplish the study objectives mutually agreed upon.
- (2) **PERIOD:** This agreement shall begin upon approval by LPSNRD and will continue for a period through the fiscal year end three (3) years following signature (June 30, 2023).
- (3) **STATEMENT OF WORK:** Certain portions of the study require a significant level of technical expertise and interpretation from the CSD. These include elements as listed in the attached proposal, herein referred to as Attachment #1.
- (4) **LPSNRD CONTRIBUTIONS:** As hereinafter limited, the LPSNRD shall contribute such of its funds, facilities, equipment, materials and personnel as it deems suitable and appropriate to accomplish the objectives of the study. The LPSNRD shall provide funds to the CSD to support costs directly related to test-hole drilling and geophysical logging expenditures. The costs include CSD logging services for approximately 3 test-hole locations per year for the next three years totaling approximately 3,000 to 5,000 feet. Costs will depend on the depths drilled and conditions encountered but shall not exceed the amount of forty five thousand dollars (\$45,000). LPSNRD policies do not allow payment of indirect costs. A breakdown of estimated costs is included in Attachment #1.
- (5) **CSD CONTRIBUTION:** The CSD shall utilize funds provided by the LPSNRD and such of its own funds for facilities, equipment, materials and personnel as it deems suitable to conduct the investigation and analysis called for in this Agreement. Hydrogeological expertise will be contributed to the project for sampling, logging, and potential well designs (if applicable).

- (6) **PRINCIPAL INVESTIGATORS:** Kathleen Cameron, Eastern Nebraska Water Resources Assessment (ENWRA) Coordinator/CSD Hydrogeologist shall be the principal investigator for the project (30%), Matt Marxsen lead driller of CSD (30%), Michele Waszgis CSD Curator (20%), Jesse Korus CSD Assistant Professor (10%), and Dana Divine CSD Hydrogeologist (10%) will be co-principal investigators for the project.
- (7) **PUBLICATION:** Both parties shall have the right to announce and publish the results, facts, or conclusions of cooperative work under the terms of the Agreement, provided such announcement or publication shall expressly recognize the cooperation of the other party and provided such publication shall not indicate approval of the results, facts or conclusions by the other party. It is recognized that the CSD is obligated to maintain public access to data obtained in this study.
- (8) **LIABILITY:** Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other parties and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precaution of or by itself or its own agents or its own employees while occupying or visiting the premises under and pursuant to this Agreement.
- (9) **TEST HOLE DRILLING:** Attachment #1 is hereby incorporated in and made a part of this Agreement the same as if it had been specified herein verbatim.
- (10) **MUTUAL INDEMNITY:** Each party shall indemnify and hold harmless the other party, its officers, agents, and employees from and against claims, damages, losses and expenses, included but not limited to attorney's fees, if permitted by law, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and are caused in whole or in part by the intentional or negligent act or omission of the party or the party's employees, or any directly or indirectly employed by the party, or anyone for whose acts any of them may be liable.
- (11) **INSURANCE:**
- (a) LPSNRD shall have in place and maintain during the life of this Agreement, the following types and amounts: (1) General Liability [\$1,000,000.00] Per Occurrence – General Aggregate [\$2,000,000.00]; Personal and Advertising injury [\$1,000,000.00]; Fire Damage (any one fire) [\$50,000.00]; Medical Expense (any one person) [\$5,000.00]; (2) Automobile Liability – Bodily Injury and Property Damage Liability including owned, non-owned and hired autos, Combined single limit [\$1,000,000.00]; Aggregate [\$2,000,000.00]; Umbrella Coverage [\$2,000,000.00]; (3) Workers Compensation and Employer's Liability – statutory amount. LPSNRD specifically states that it will require its insurer to provide CDS thirty (30) days-notice of cancellation, non-renewal or any


material reduction of insurance coverage, to name CDS an additional insured and that subrogation has been waived for commercial liability and automobile liability policies.

(b) CDS is self-insured pursuant to the University of Nebraska Self-insurance Trust Program. Subject to the terms and conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the University on behalf of the CSD shall become legally obligated to pay as damages for liability occurrences up to the limits of \$1,000,000.00 in the aggregate of liability occurrences in any fiscal year. CSD shall name LPSNRD as an additional insured and that subrogation has been waived for commercial liability and automobile liability.

(12) **INDEPENDENT CONTRACTOR STATUS**: It is the expressed intent of the parties that this Agreement shall not create an employer-employee relationship, and any contractor, or any employees or other persons action on behalf of any contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that any employees of contractor shall at all times continue to be employees of the contractor for the duration of this Agreement. The contractor shall be responsible for all salary and benefits of its employees and they shall not be entitled to any salary or benefits for either party. The contractor shall also be responsible for maintaining worker's compensation, sick leave or injury leave.

(13) **ANTI-DISCRIMINATION**: Each party agrees that if a contractor or subcontractor is hired by either or both of them that they will add a provision in any contract requiring the contractor or his subcontractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, age, sex, sexual orientation, genetic information, disability, national origin, familiar status, veteran status, or other factors which lawfully cannot be the basis for employment decisions.

LOWER PLATTE SOUTH
NATURAL RESOURCES DISTRICT

By 
Paul D. Zillig, General Manager


Date 05/28/2020

CONSERVATION & SURVEY DIVISION
OF THE UNIVERSITY OF NEBRASKA

By R. M. Joekel
Authorized Representative

Date 05/27/2020

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA, UNL

By _____
Authorized Representative

Date 05/28/2020_____

ATTACHMENT #1

Test-hole Drilling, Sampling, and Logging Program for the Lower Platte South Natural Resources District

The Lower Platte South Natural Resources District (LPSNRD) has a complex assemblage of aquifers which supply most of the water used for drinking and irrigation. The LPSNRD has future plans to drill test-holes and record down-hole data to establish baseline information about groundwater quality, quantity, and aquifer composition.

Conservation and Survey Division (CSD) scientists will perform preliminary hydrogeologic analyses to determine the most appropriate drilling sites. These will be reviewed with the LPSNRD staff that will be responsible for obtaining landowner permission for site access for test-hole drilling.

CSD will drill the test-holes. The LPSNRD will provide staff on-site during drilling to interact with the public and assist the geologists as needed. At the time of drilling, samples will be collected by CSD geologists to adequately represent the types of material encountered during the drilling operation. These samples will be described both in the field and in the laboratory to determine the lithologic composition and stratigraphic nomenclature of the test-hole. Once the interpretation phase is complete, the samples will be placed in CSD's test-hole repository future use and the information obtained will be entered into the statewide test-hole database maintained by the CSD. Some locations may be wire-line cored in lieu of rotary drilling depending on schedule, budget and depth of drilling.

At the completion of drilling operation for each rotary test-hole, a geophysical log suite will be obtained using CSD's equipment and personnel. Measurements will include natural gamma, single-point resistance, spontaneous potential, 16- and 64-inch normal resistivity, lateral resistivity, fluid resistivity and fluid temperature. The geophysical log suite will aid in the interpretation of lithology and, in some instances, provide information on hydraulic properties of various units encountered within the test-hole.

Budget

Year	Budget Category	Estimated Quantity	Cost
3 years (FY21, FY22, FY23)	Equipment (Test-hole Drilling and Geophysical Logging)	9 test-holes (~3,000 to 5,000 feet)	\$30,000.00
	Labor (Drill Crew)		\$13,000.00
	Expenses (Crew Travel and Drill Supplies)		\$2,000.00
	Total (depending on the specific holes drilled annual costs could range between \$10,000 to \$21,000 per fiscal: \$15,000/year for budgeting)		\$45,000.00

Note: CSD equipment, crew labor and personnel travel costs will be invoiced according to the actual quantities accomplished at current CSD rates (estimated around \$10/foot). **Invoice amounts will not exceed \$45,000.** LPSNRD is scheduled for a **\$9,150.00 dues credit** from ENWRA in fiscal year (FY) 2021 for hydrogeologic assessment activities.

AMENDMENT #1

TO THE

**COOPERATIVE AGREEMENT dated May 28, 2020
between the**

**LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT
and**

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE
UNIVERSITY OF NEBRASKA-LINCOLN**

The Parties to the above captioned agreement hereby agree to amend said agreement as follows:

- The Period of Performance is extended until June 30, 2025. The new Period of Performance with this amendment is 05/28/2020 - 06/30/2025.

All other terms of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Sponsor and UNL, intending to be legally bound, have executed this Amendment as of the last date signed below by their respective duly authorized representatives.

**BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA**

**Lower Platte South Natural Resources
District**

Signature: Sam Mombou

Signature: 

Name: Sam Mombou

Name: Mike Sousek

Title: Director, Office of Sponsored Programs

Title: General Manager

Date: 11/21/2023 | 13:23 CST

Date: 11/27/2023



PROFESSIONAL SERVICES AGREEMENT

PROJECT: Janssen Road Structure Spillway Replacement **HOUSTON ENG JOB #:** R000173-0015
CLIENT: Lower Platte South NRD
ADDRESS: 3125 Portia Street, Lincoln, NE 68521
CONTACT: Drew Ratkovec **TEL:** 402.476.2729 **Tax ID:** _____
CLIENT EMAIL: dratkovec@lpsnrd.org
CONSULTANT: Houston Engineering, Inc.
ADDRESS: 12702 Westport Parkway #300, Omaha, NE 68154
CONTACT: Michael K. Sotak, P.E., BC.WRE **TEL:** 402.934.8328 **FAX:** _____
PROJECT DESCRIPTION: Replacement of collapsed principal spillway conduit and appurtenances.

☒ **SCOPE OF SERVICES (By task assignment)**
☐ **SCHEDULE (See Attachment)**

COMPENSATION:

The total compensation under this Agreement...

Task orders under this agreement can be authorized via email or written letter.

☐ **LUMP SUM.** Compensation for these services shall be a Lump Sum of \$_____.

TIME AND MATERIALS. Compensation for these services will not exceed \$ **43,785** without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by Houston Engineering and as authorized in writing by Client.

☐ Consultant's Direct Job Wages times a factor of _____.

☒ Budget/List of Consultant's Hourly Rates.

COST PLUS FIXED FEE. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is \$ __ plus a fixed fee of \$ _____ for a total of \$ _____.

☐ _____.

COMPENSATION DETAIL (As per task assignment)

SCHEDULE OF PAYMENTS (See Following Pages)

SERVICES AUTHORIZED BY: ☒ **Execution of Agreement**

 or

 ☐ **Amendment(s) and/or NTP**


EXECUTION: Execution of this document by duly authorized representatives of Houston Engineering, Inc., and CLIENT, including Houston Engineering's Standard General Terms and Conditions (attached) and any other attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties.

CONSULTANT: Houston Engineering, Inc.

CLIENT: Lower Platte South NRD

BY: Michael K. Sotak, P.E., BC.WRE

BY: Mike Sousek

SIGNATURE: 

SIGNATURE: _____

TITLE: Senior Consultant

TITLE: General Manager

DATE: 7 May 2025

DATE: _____



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.

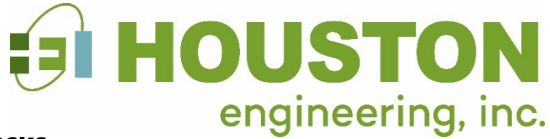
WARRANTY. Houston Engineering warrants that it will deliver products under the Project within the standard of care. Houston Engineering provides no other expressed or implied warranty.

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



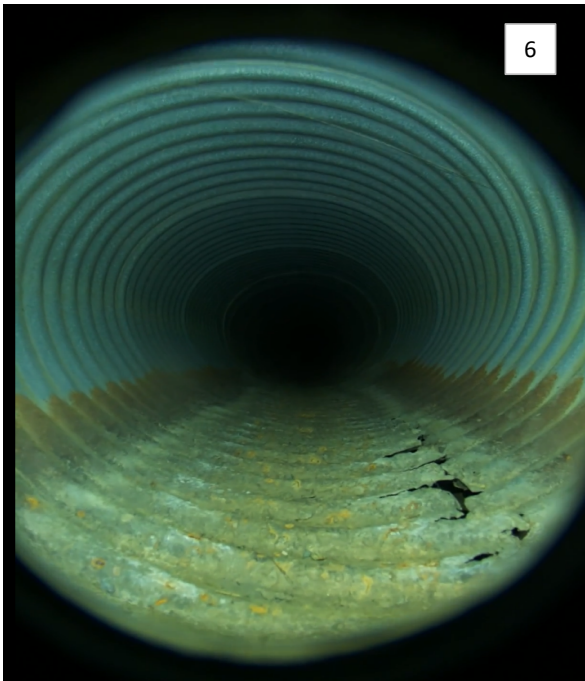
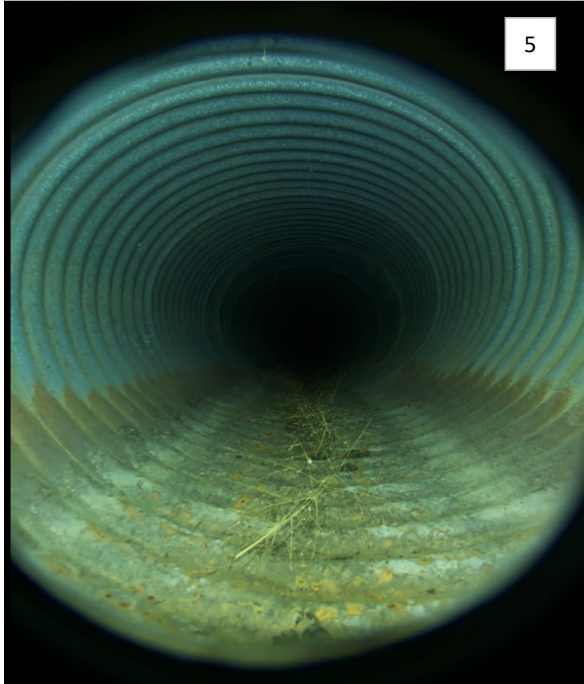
Sr Engineer	Prj Engineer	Prj Engineer	El	Accounting
Sotak	Gregalunas	Kaufman	Winkel	Stroh
\$296	\$269	\$260	\$164	\$120

Tasks

						Expenses	Total
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	\$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
						\$43,785	

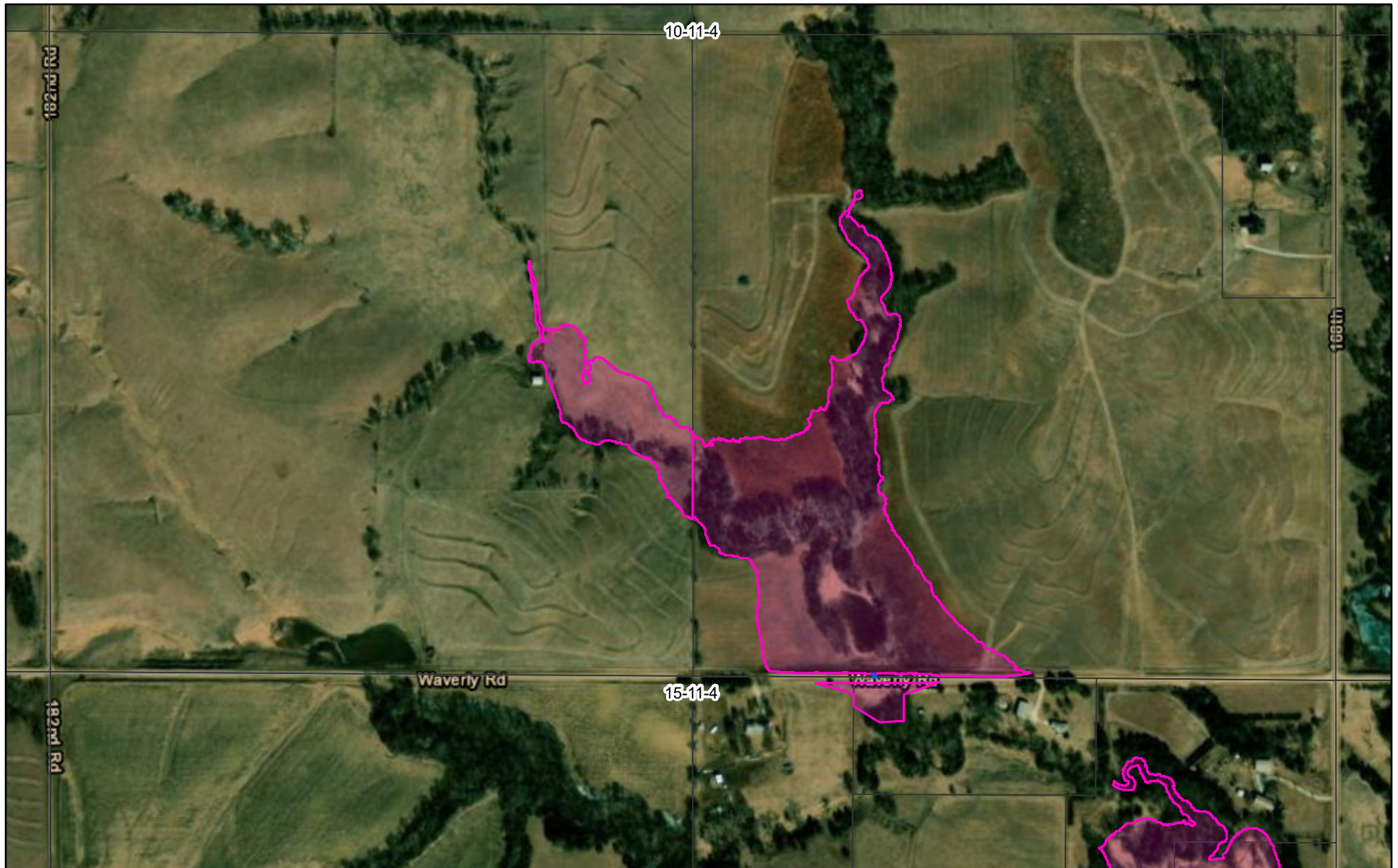
Assumptions/Notes:

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



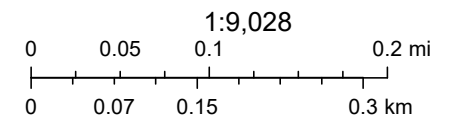


Janssen Road Structure Aerial



4/3/2025, 10:33:54 AM

- LPSNRD Dams
- Land Rights NRD
- Easement
- Parcels
- Sections (PLSS)
- Counties (lpsnrd)



Esri, HERE, IPC, Maxar