



MASTER WORK ORDER #03

This exhibit dated April 2, 2024 is hereby attached to and made a part of the Master Agreement for Professional Services dated May 3, 2023 between the City of Crete, NE ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Work Order is as indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description: 2024 SCADA Improvements
Project Location: Crete, Nebraska

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

Olsson shall provide the following services ("Scope of Services") to Client for the Project and deliver the deliverables ("Deliverables") which will include custom intellectual property ("Custom IP") incorporated into commercial hardware and/or software ("Commercial Products") provided by Client. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Client acknowledges that Olsson's ability to perform the services and deliver the Deliverables will require Client to perform certain tasks, which shall be mutually agreed upon and set forth in the Scope of Services, including, but not limited to, the supply of commercial hardware and/or software. Client hereby agrees to perform its obligations in accordance with such requirements in a commercially reasonable manner. Furthermore, the Parties acknowledge that Client's failure to perform its material obligations may adversely affect Olsson's ability to meet its obligations hereunder and the Parties hereby agree to negotiate in good faith to arrive at an equitable adjustment to the terms of this Work Order to compensate Olsson for such additional effort and costs directly caused by Client's delay or failure to perform.

Olsson retains sole and exclusive ownership of all rights in the Custom IP (as more specifically described in "Scope of Services") and hereby grants to Client a perpetual, irrevocable, fully paid-up, royalty free, transferable, sublicensable (through multiple levels of sublicensees), worldwide, non-exclusive right and license under Olsson's intellectual property rights, to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, import and otherwise use and exploit (and have others exercise such rights on behalf of Client) all or any portion of the Custom IP incorporated into the Deliverables and/or Services for use in connection with the Project (including without limitation its distribution

of products or provision of services to third parties). The license granted herein shall commence upon on Olsson's receipt of all payments under this Work Order and shall continue in perpetuity and without regard to the Term of this Work Order. Any modification of all or any portion of the Custom IP (even for use in connection with the Project) and/or any use of all or any portion of the Custom IP unrelated to the Project will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorney fees arising out of or resulting therefrom.

To the extent legally permitted, Client hereby assigns to Olsson all licenses, guarantees, and/or warranties extended to Client by the manufacturer, seller and/or licensor of the Commercial Products. Client acknowledges and agrees that Olsson makes no guarantees or warranties with regard to the Commercial Products.

In performing this Work Order, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential. Therefore, Olsson and Client agree that the party receiving Information from the other party to this Work Order (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in connection with the performance of this Work Order without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process. Notwithstanding the foregoing, Client is authorized to use the Information and disclose the Information to third parties in connection with the Project (including the authorized use and/or modification of the Custom IP). Notwithstanding the foregoing, Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 300 – 2024 SCADA Improvements

The existing Crete SCADA system provides monitoring and control for water, wastewater, and electric metering and substations. The current hardware platform was installed in approximately 2008 with various minor upgrades performed in 2016 and 2018.

The overall scope of this project is to replace upgrading all SCADA virtual infrastructure hardware, operating systems, and application software plus the upgrading of several older PLC controllers that are at or near obsolete status.

The scope of work for this work order is to assist with procurement, install new application software, configure and commission new software,

1. Assist Crete with the procurement of new virtual infrastructure from Kidwell Electric.
 - a. Olsson will assist Kidwell with identifying and transferring existing SCADA infrastructure, computer name, IP addresses, etc.
 - i. Note: Kidwell equipment and services are not included in this agreement. Crete to contract directly with Kidwell. Kidwell Electric to provide and configure new servers, storage area network, operating systems, VMWare ESXi, and Veeam backup solution.
2. Update SCADA system information spreadsheet and supporting documentation. Create inventory of all SCADA hardware and software.
3. Procure and install the following application software upgrades on new infrastructure.
 - a. Schneider Electric PME. Upgrade to current version.
 - b. Microsoft SQL Server (for PME). Upgrade to current version.
 - c. AVEVA System Platform. Upgrade to current version.
 - d. ACP Thin Manager. Upgrade to current version.
 - e. Rockwell Studio 5000. Upgrade to current version.
 - f. Exele TopView. Upgrade to current version.
 - g. Connected Components workbench, for Micro820 PLCs.
4. Provide, install, and configure new Allen Bradley Micro820 PLCs to replace obsolete CompactLogix L35E. This will free up four L35E processors as spares.
 - a. Well 1
 - b. Well 3
 - c. Well 7
 - d. Water Tower
5. Provide, install, and configure new Allen Bradley Micro820 PLCs to replace obsolete Micro1400 PLCs.
 - a. Hwy33 Lift Station
 - b. Farrington Lift Station.
6. Provide one spare Allen Bradley 1769-L33ER processor for Wastewater plant PLCs.
7. Provide one (1) spare Advantech thin client.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Work Order as follows:

Anticipated Start Date: April 8, 2024
Anticipated Completion Date: December 31, 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to this Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed One Hundred Thirty-Seven Thousand Dollars (\$137,000).

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Work Order represents the entire understanding between Client and Olsson with respect to the Project. The Work Order may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Tom Ourada.

If this Work Order satisfactorily sets forth your understanding of our Work Order, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.



By _____
Nathan Chapman, PE

By Warren Humphrey
Warren Humphrey, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Work Order. If you accept this Work Order, please sign:

CITY OF CRETE, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____

Attachments

Reimbursable Expense Schedule



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost
Telephone and Fax Transmissions	Actual Cost
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost
Copies of Deeds, Easements or other Project Related Documents	Actual Cost
Fees for Applications or Permits	Actual Cost
Sub-Consultants	Actual Cost
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).