

Public Works Committee Meeting
Tuesday, August 1, 2023 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. Open Meeting

- In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
- Items listed on the agenda may be considered in any order.

2. Roll Call

- Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. Items of Business

- The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.
- 3.A. Consider a recommendation to the City Council on the Application for a Permit to Occupy City of Crete Right-of-Way from Allo Communications at PON: CRE-01-02.
- 3.B. Consider a recommendation to the City Council on an Agreement Between Owner and Engineer For Professional Services from JEO.
- 3.C. Consider a recommendation to the City Council on the Application for Special Event Permit SE23-04 from the Crete Chamber of Commerce.
- 3.D. Consider a recommendation to the City Council on Resolution NO.2023-15 A Resolution Of The City of Crete, Nebraska, To Appoint Members Of Its Council To The Saline Railroad Transportation District.
- 3.E. Consider a Recommendation to the City Council on applying for both the Rural and Tribal Assistance Pilot Program.

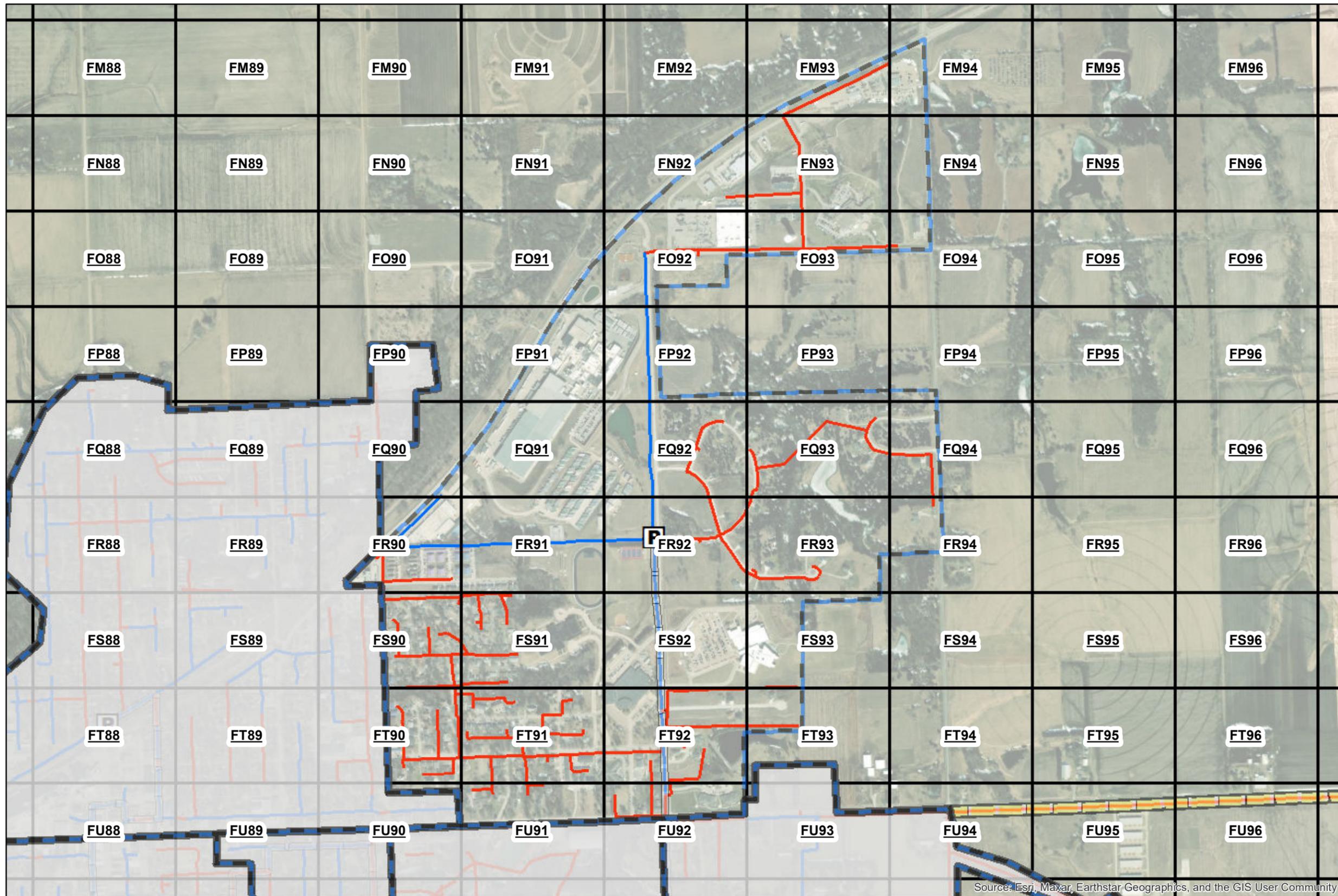
4. Officers' Reports

- Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
- No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. Adjournment

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.



PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

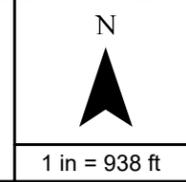
- PON
- 1152 PON Cabinet
- Cable Category**
- Backbone
- Feeder
- ROUTE**
- Underground
- Aerial

Note: "For clarity and simplicity, Sheets with no conduit (edges particularly) are not shown"

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes:

Revisions:



ROW CONSTRUCTION PROJECT NOTES

1. The City shall be notified a minimum of forty eight (48) hours in advance of initial project construction.
2. The contractor shall adhere to the current City standard specifications, approved special provisions, City standard plans, right-of-way construction procedures manual.
3. The locations of all aerial and underground utility facilities may not be indicated on the project plans. The contractor is required to contact the One Call 811 notification center (dial 811) forty-eight (48) hours prior to working in the city right of way. No excavation will be permitted in the area of the underground utilities until all facilities have been located and identified to the satisfaction of all parties. The contractor shall be responsible for protection of all underground and aerial utilities and infrastructure.
4. Whenever underground facilities are in close proximity to the proposed pathway location or whenever the vertical location of the underground facility is unknown, the permittee shall use special measures to determine the locations of such underground facilities.
 - a. If the permittee is conducting the excavation by digging from the surface, when in a close proximity to the underground facilities, the permittee shall use hand digging, hydro excavating, air excavating, or any other techniques that are approved by the City to locate such facility.
 - b. If the permittee is conducting the excavation by tunneling or boring, the permittee shall determine the vertical location of the underground facility by potholing or any other method approved by the City.
5. Project plans shall dimension new facilities being installed. Measurements shall be taken from existing adjacent visible structures (curbs, poles, cabinets, manholes, inlets, fire hydrants, etc.) clearly identifying location of such facility. The contractor shall verify dimensions taken from city files.
6. Unless specified on the plan sets, the depth of installed facilities in city row shall be at a minimum as follows.
 - a. Thirty-two (30) inches in soil, if rock present and is an issue twenty-four (24) inches can be used.
 - b. Forty-two (42) inches below a projected slope from the flow line of a ditch at a three (3) horizontal and one (1) vertical slope.
 - c. Forty-eight (48) inches under a roadway measured from the surface of said roadway to the top of the installation.
 - d. Forty-eight (48) inches under a storm water or creek channel design bottom of pipe, and
 - e. Maintain a minimum of twenty-four (24) inches of vertical and horizontal spacing from existing utilities.
 - f. Be located as far from the existing or proposed curb line as possible to avoid potential future conflicts.
7. All potholes in sidewalk panels will be filled unless directed by City inspector. If colored, textured or patterned concrete is existing, replacement patches, and panels panels will be replaced to match as practicable. Owner may be required to put money into escrow to cover all repairs prior to starting work.
8. All non-street surface materials that are disturbed by excavation and backfilling operations shall be replaced and restored.
9. City street surface materials disturbed shall be backfilled, tamped and repaved by city forces or approved paving contractor.
10. All Conduit, vaults and Pedestals shall be located in the public ROW and in public utility easements.
11. All Aerial shown on attached planset will be permitted separately by Pole Owners. All pole permits submitted to pole owners will follow NESC codes.

12. If sidewalk, wheel chair ramps or any portion of the pedestrian facilities are removed or closed, a pedestrian detour shall be established and maintained during the time of the closure and the entire pedestrian facility shall be restored within seventy-two (72) hours, unless the contractor provides a hard surface alternate route approved by the city.
13. All pedestrian detours and any reconstruction of pedestrian facilities shall meet current Americans with Disability Act (ADA) standards and specifications.
14. All pedestrian detours shall be part of an approved Traffic Control Plan (TCP).
15. All holes made in city pavements for the purpose of performing vacuum excavations to locate underground utilities shall be restored to their original condition with the reinstated core flush with and in the original orientation as the existing surface matching existing pavement surface appearance.
16. When the contractor is not actively working, all equipment, fencing, debris, etc, shall not be placed within the triangular area required for sight distance of vehicles exiting or entering an adjacent property or intersection.
17. All excavations shall be adequately fenced and covered when contractor is not present or project site left unattended.
18. No lane closures allowed on arterial streets during AM and PM peak hours unless approved by City Traffic and Right of Way Construction section(s) staff.
19. All work zone traffic control, including pedestrian control measures, shall be in compliance with the MUTCD, ADA, and the City Standard Specifications.
20. The contractor shall notify all affected owners of adjacent properties a minimum of forty-eight (48) hours prior to beginning of construction and provide updates to the affected owners when construction phases change that affect the areas of work associated with the permit.
21. The contractor shall maintain a set of "as built" plans on site with dimensioning. These plans shall be presented upon request to any city representative.
22. A current city right of way construction permit and city approved plan set shall be maintained on each work site by the contractor. The contractor shall present such permit and plan set upon request to any city representative.
23. Any field adjustments to installation of facilities, which vary from the plans that have been submitted and approved during the permit application process, shall comply with the following:
 - a. The contractor must stop work immediately and contract the facility owner.
 - b. The facility owner's representative shall contact the city's construction inspector and provide him with the details

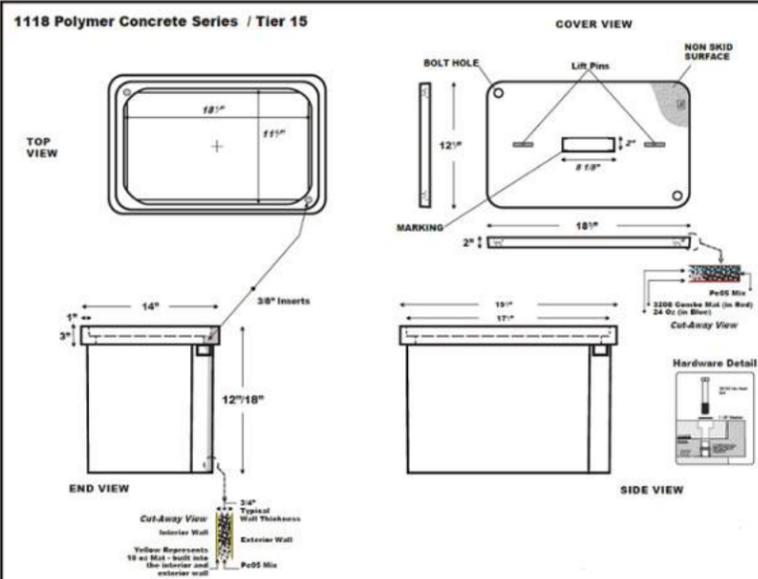
of the proposed changes.

- c. The City inspector will make a determination on how to proceed. This determination may range from approval over the phone or via email to delaying the project until plans can be updated and appropriate review can be conducted.

Special Notes

1. All conduit shall be bored unless specified otherwise.
2. Contractors shall notify land owner prior to work on all private developments.
3. A reminder to the reader. the drawings are scaled, thus dimension is available at all locations.
4. The contractor shall bypass all MST pedestals with distribution conduit where installed parallel to MST conduit. Similarly, bypass the T18 "Flowerpot" with MST conduit where installed parallel to future drop conduit.



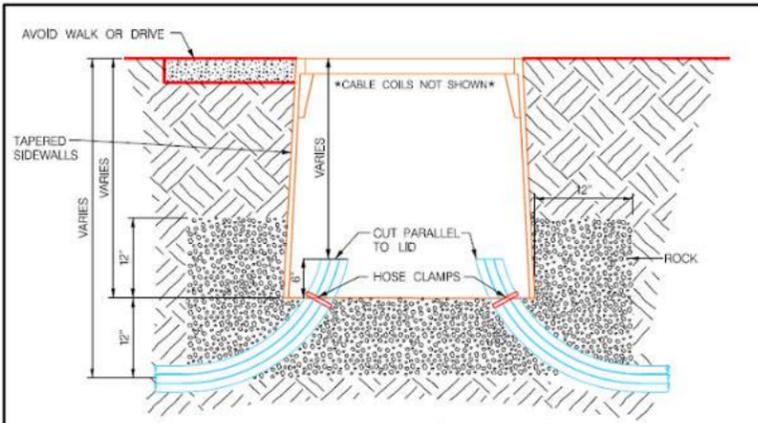


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	12" x 18" x 18"	60lbs	15	1118

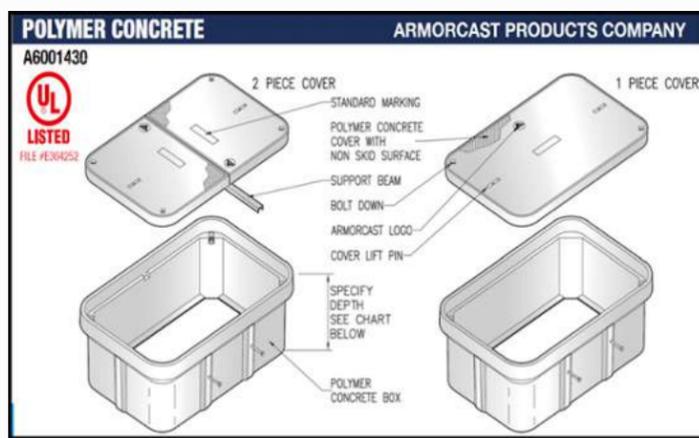
ALLO PULL BOX

- NOTES:**
1. ALLO PULL BOX SHALL HAVE 2 PIECE COVER
 2. ALLO PULL BOX SHALL BE LABELED "FIBER OPTICS"

T18



- NOTES:**
1. AT ALL CABLE PULLING LOCATIONS, COIL 60' OF EACH FIBER CABLE (MST TAILS EXCLUDED)

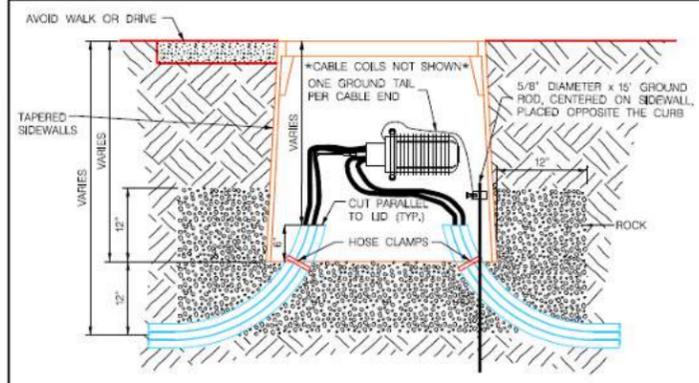


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	30" x 48" x 36"	20K	15	A6001430TAPCX36

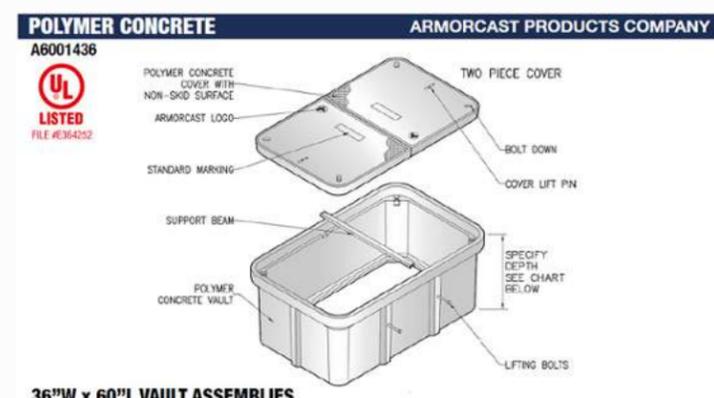
ALLO SPLICE VAULT AND CITY T48 PULL BOX

- NOTES:**
1. ALLO SPLICE VAULT SHALL HAVE 1 PIECE COVER
 2. CITY T48 PULL BOX SHALL HAVE 2 PIECE COVER
 3. ALLO SPLICE VAULT SHALL BE LABELED "FIBER OPTICS"
 4. CITY T48 PULL BOX SHALL BE LABELED "FIBER"

T48



- NOTES:**
1. AT ALL SPLICE VAULTS, COIL 75' OF EACH FIBER CABLE TAIL AND 60' OF EACH MST TAIL.

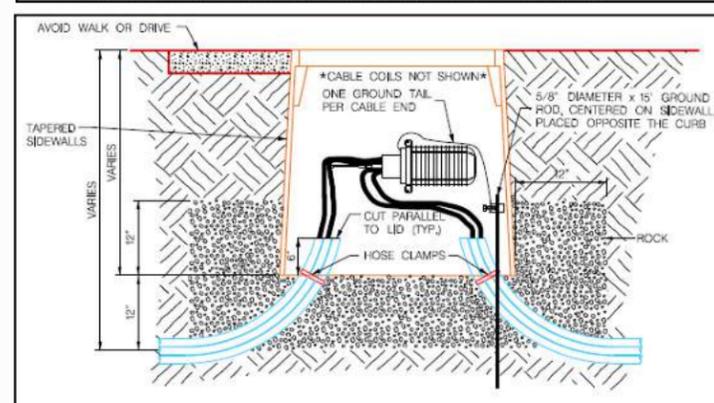


DESCRIPTION	NORMAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER
Box & Cover Assembly	36" x 60" x 36"	20K	15	A6001436TAPCX36

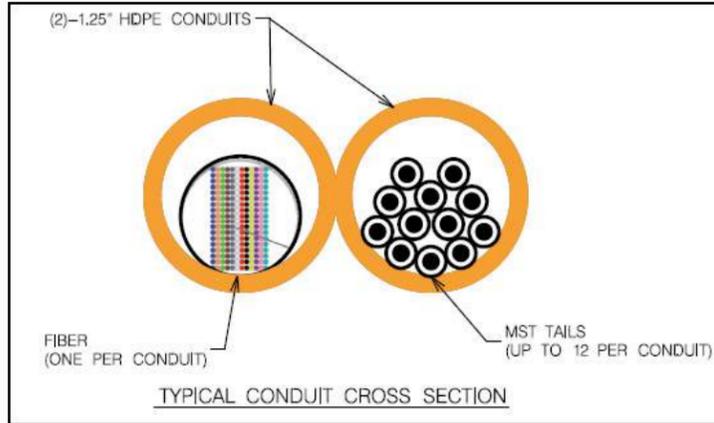
ALLO MAINTENANCE VAULT

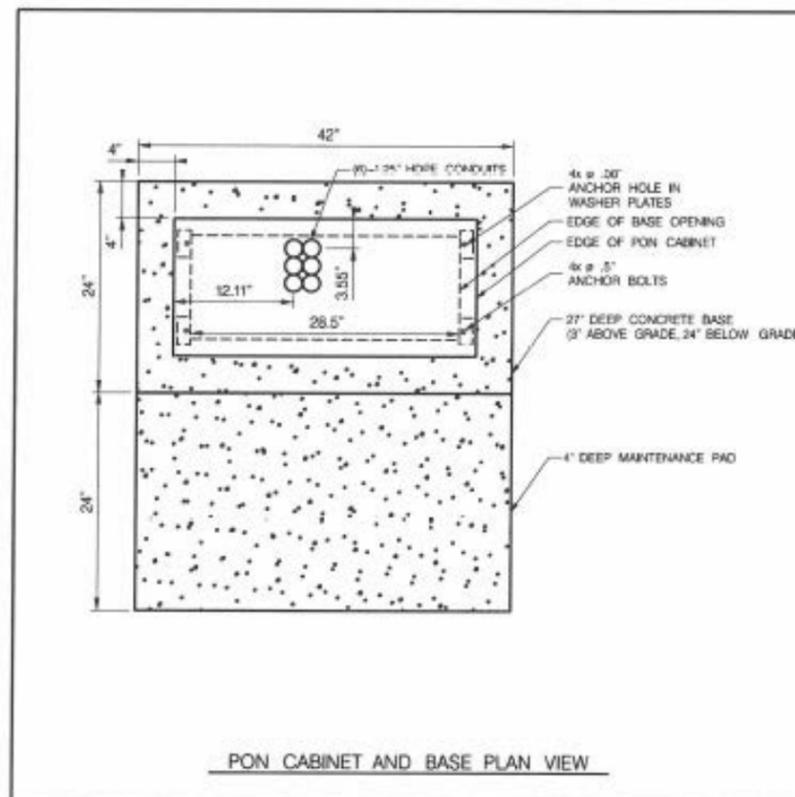
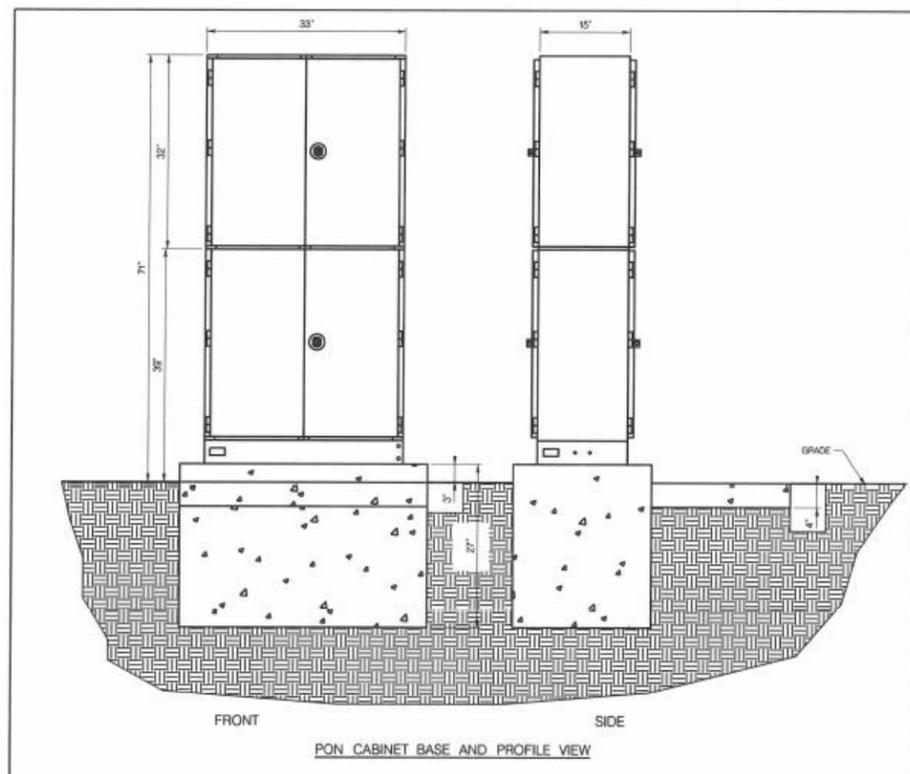
- NOTES:**
1. ALLO MAINTENANCE VAULT SHALL HAVE 2 PIECE COVER
 2. ALLO MAINTENANCE VAULT SHALL BE LABELED "FIBER OPTICS"

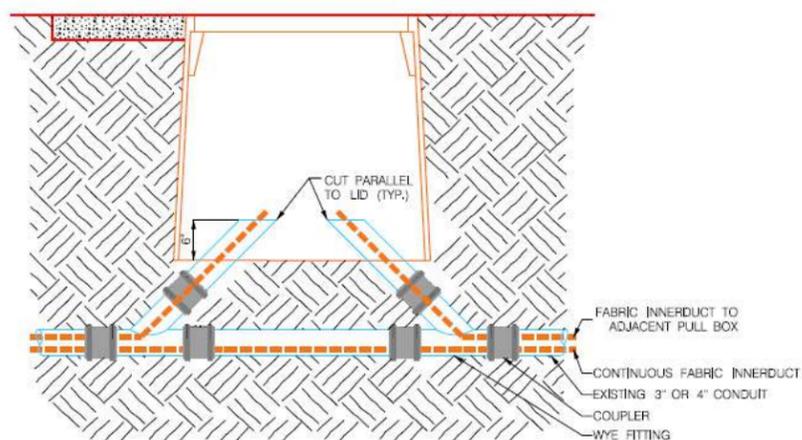
T60



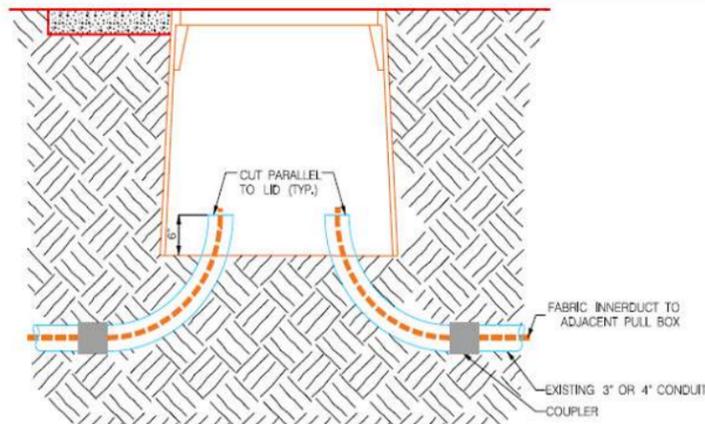
- NOTES:**
1. AT ALL MAINTENANCE VAULTS, COIL 75' OF EACH FIBER CABLE (MST TAILS EXCLUDED).



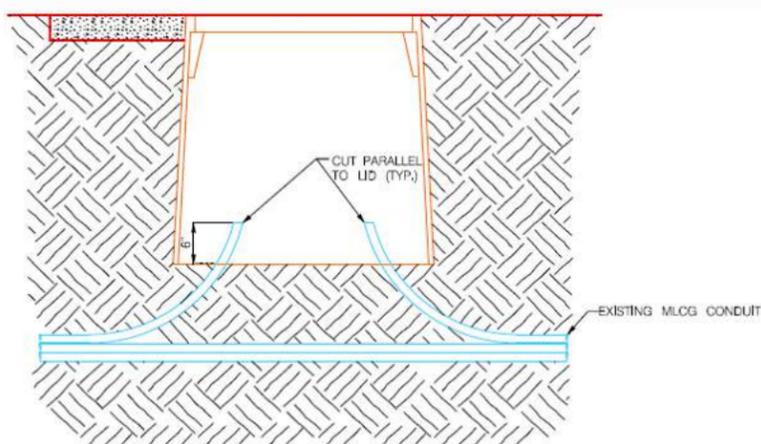




CAPTURE 3" OR 4" CONDUIT WITH EXISTING FIBER DETAIL



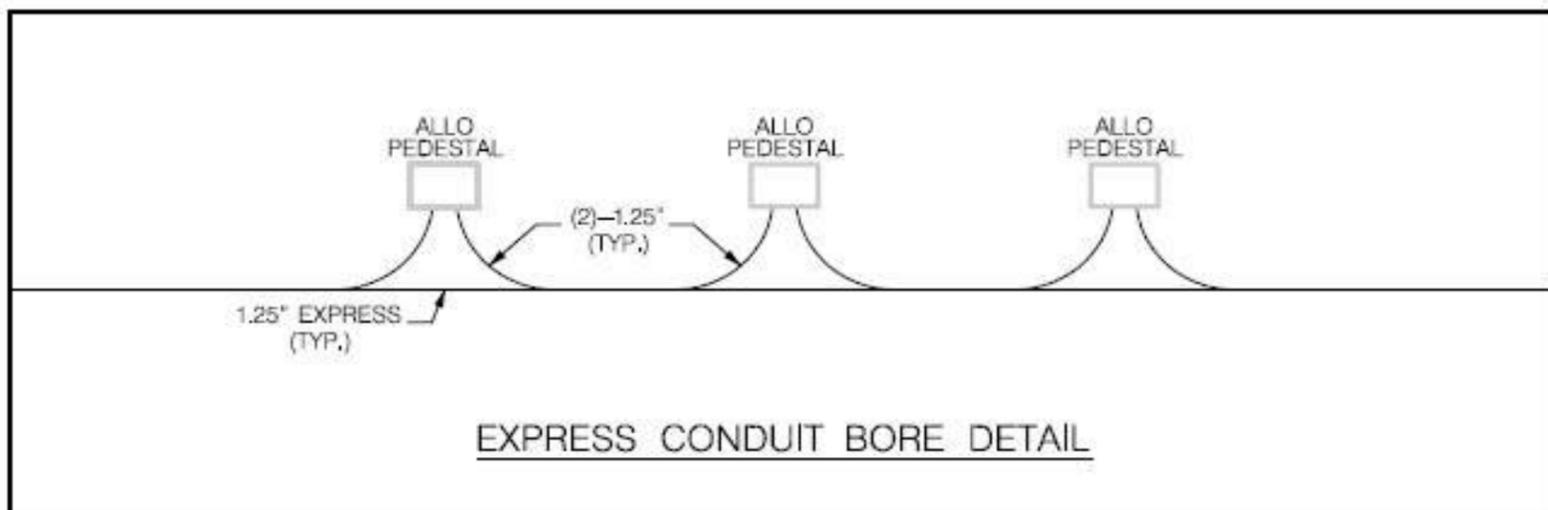
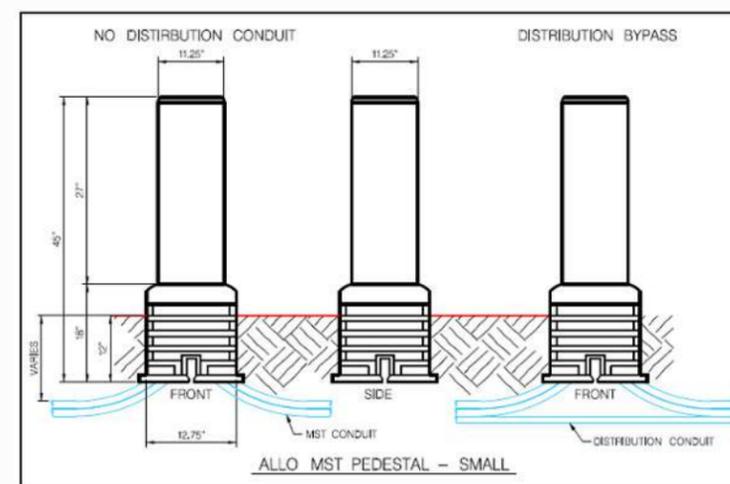
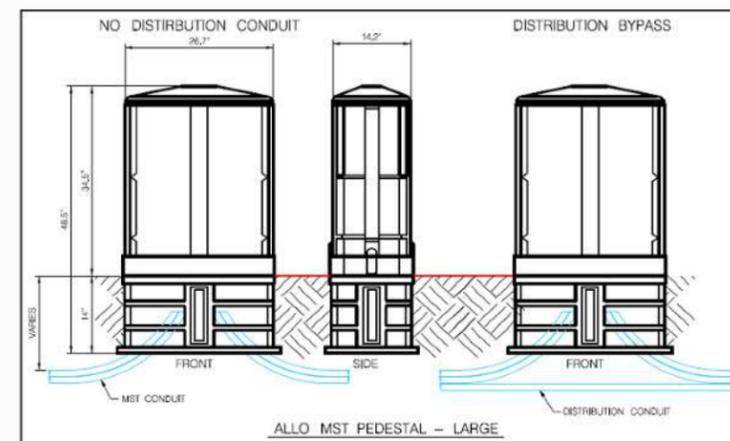
CAPTURE EMPTY 3" OR 4" CONDUIT DETAIL



CAPTURE MLCG DETAIL

Typicals here represent various sweeps of conduit. Follow City standards for bedding. MLCG stands for Main Line Conduit Group, any bundle of conduit placed in the ground together.

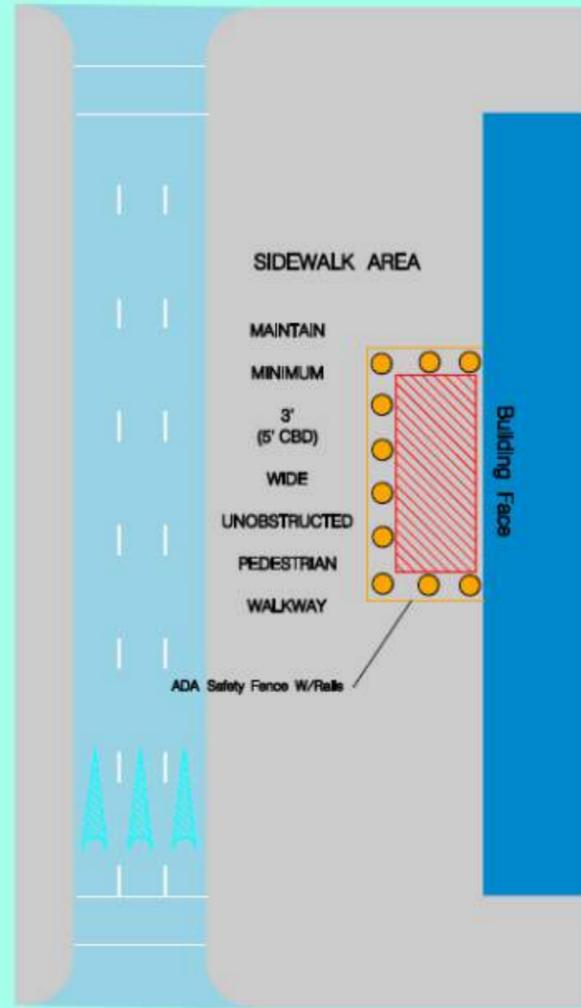
Express Conduit are detailed by midspan call outs.
 48f - 288f, 1 - 1.25" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.
 432f - 864, 1 - 2.0" per cable Should be expressed to T36, T48, T60 boxes bypassing pedestals.



12

WORK IN THE PEDESTRIAN AREAS

Maintain a clear and unobstructed pedestrian walkway around the work zone, or post warning signs for closures at adjoining intersections.

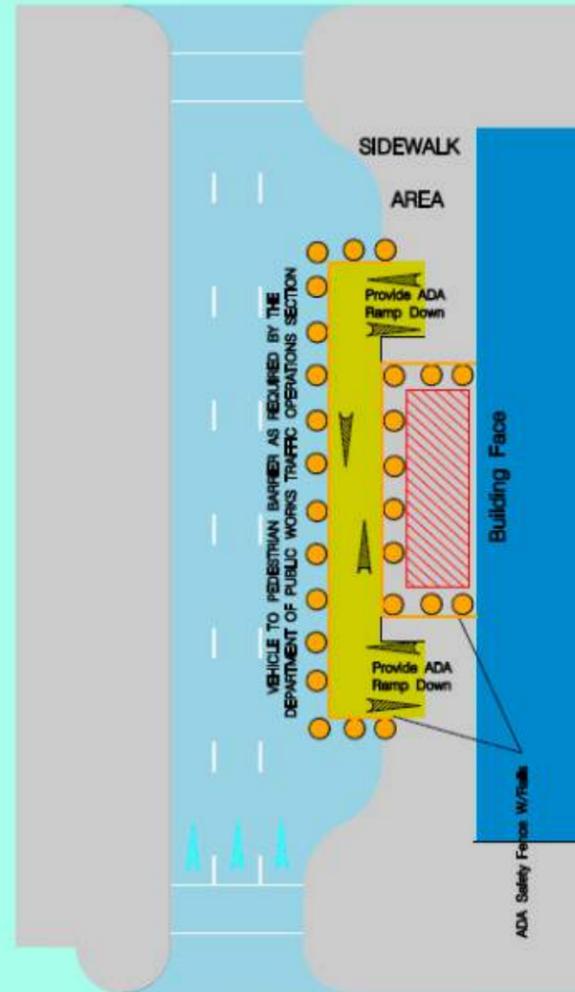


13

WORK IN THE PEDESTRIAN AREAS

PEDESTRIAN DETOUR IN CENTRAL BUSINESS DISTRICT (CBD)

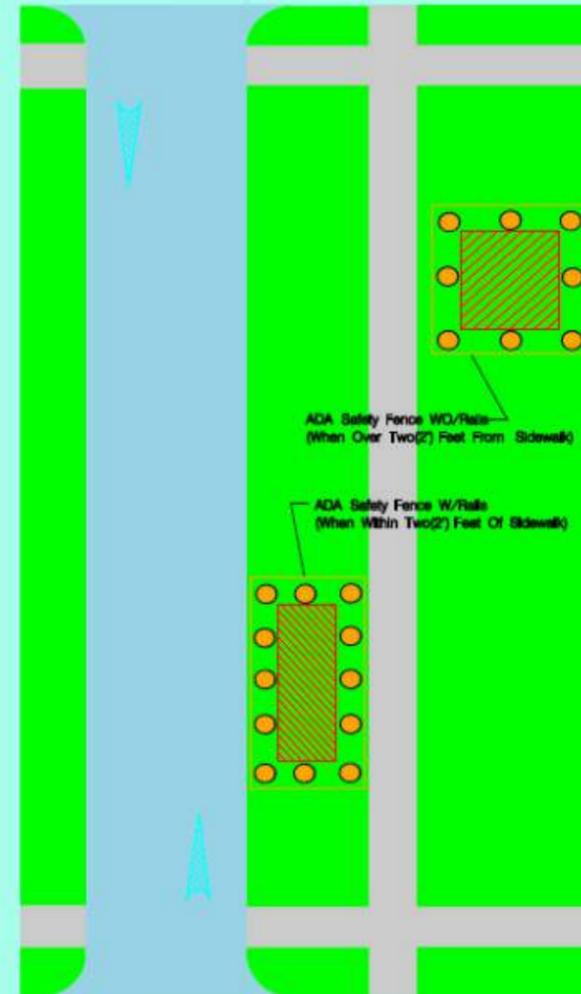
Maintain a minimum of 5' unobstructed pedestrian walkway around the work zone using constructed walkway or protected area as designated by the Department of Public Works Traffic Operations Section.



14

WORK IN THE PEDESTRIAN AREAS

Protection of Excavations & Hazards not in roadways or sidewalks



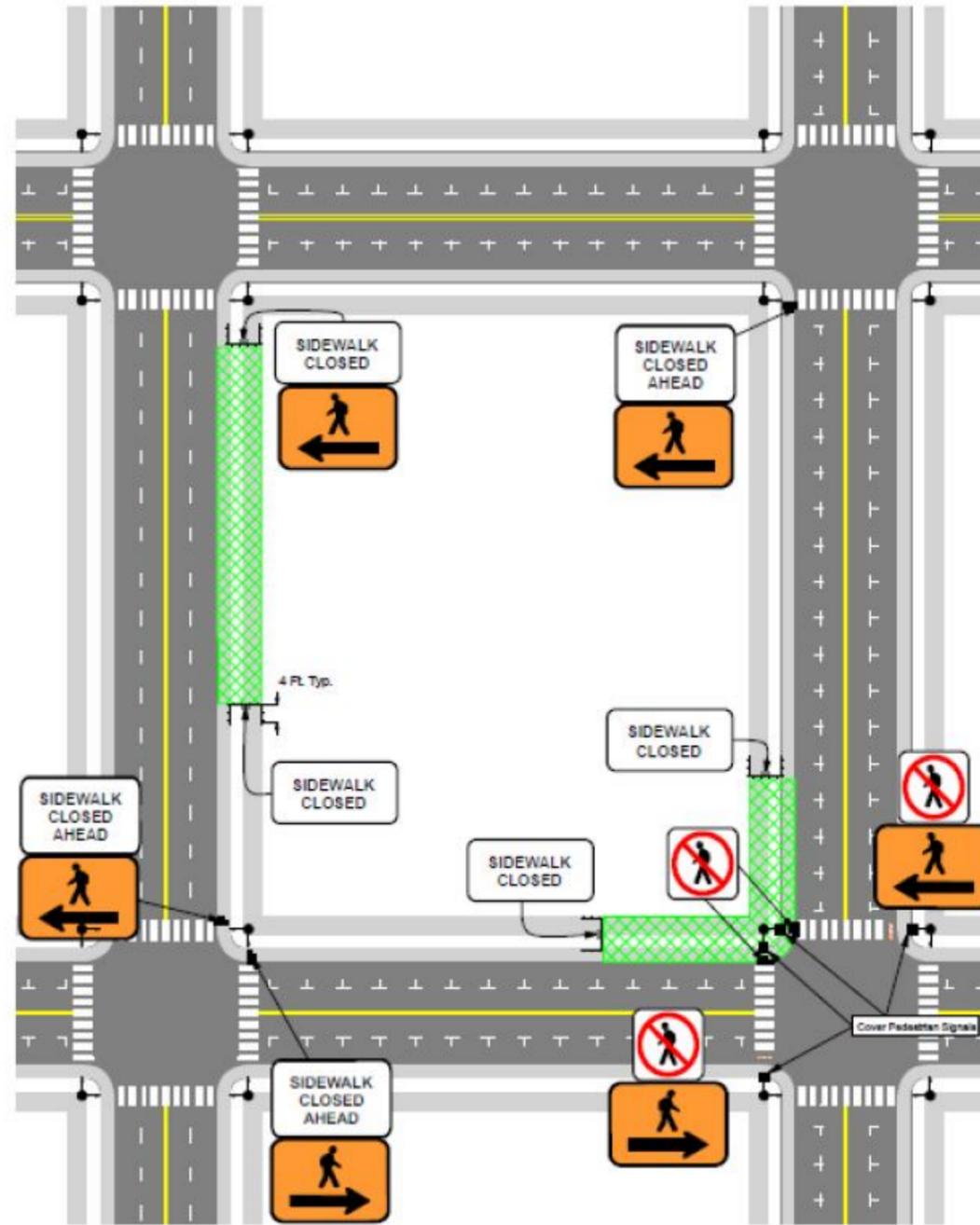
Nebraska 811
 Know what's below.
 811 before you dig.



Sidewalk Closure

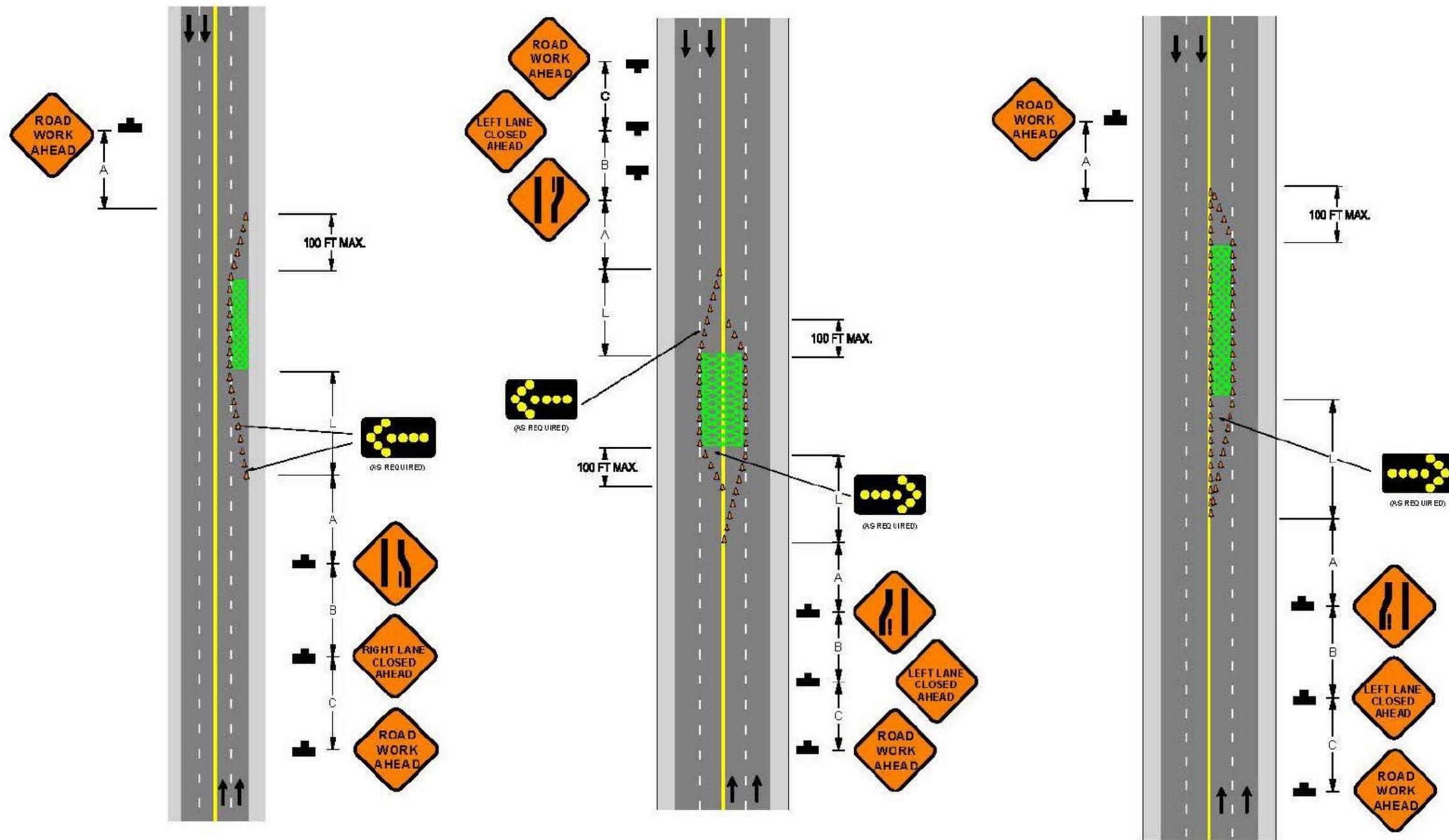
See Page A9 for A, B, C, L Distances

1) This plan shows the pedestrian traffic control measures only. Additional traffic control measures may be required to manage vehicular traffic.



Through Lane Closures on Higher Volume Streets (Collectors, Arterials Etc..)

See Page A9 for A, B, C, L Distances

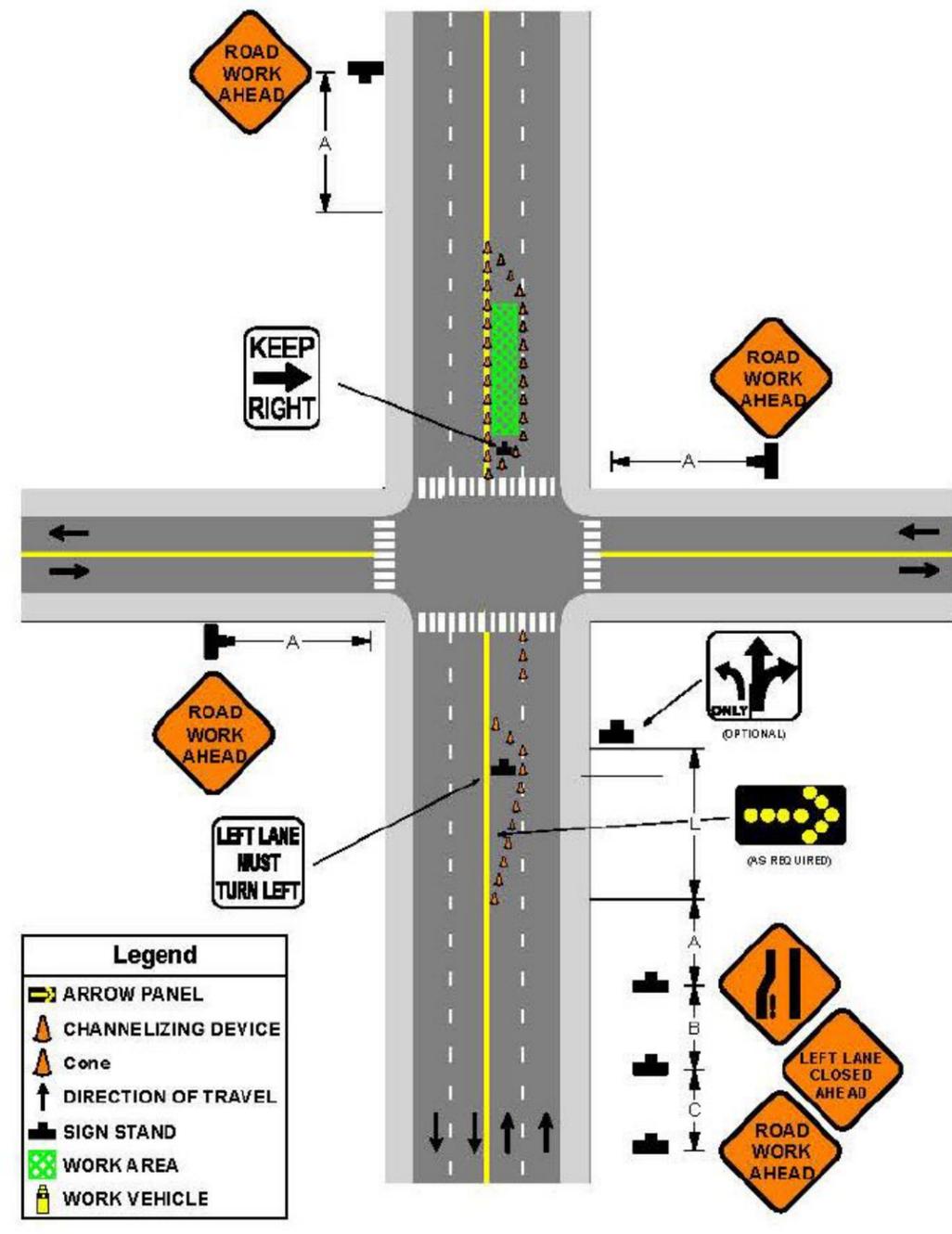
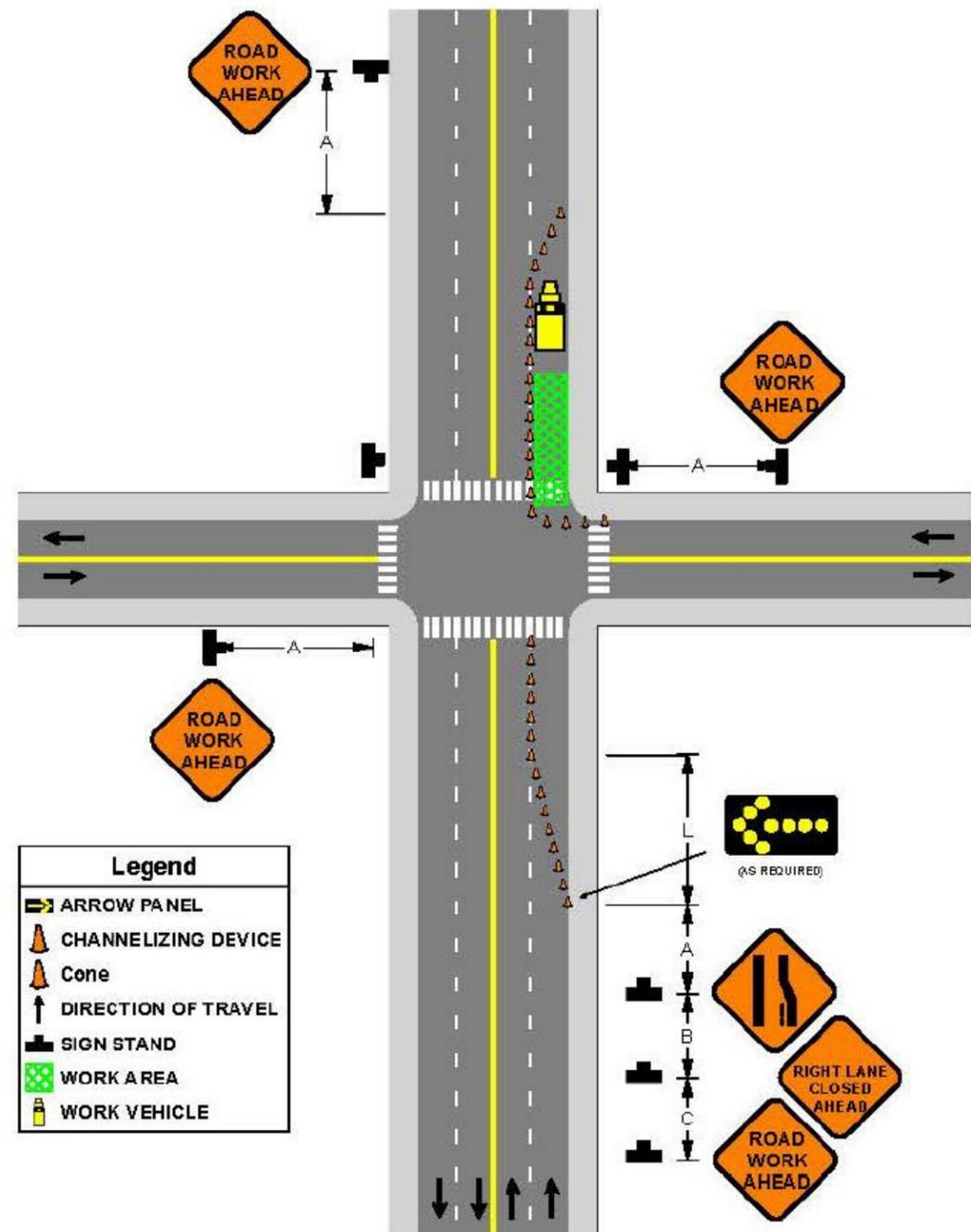


Legend	
	ARROW PANEL
	CHANNELIZING DEVICE
	DIRECTION OF TRAVEL
	SIGN STAND
	WORK AREA



Through Lane Closures on Higher Volume Streets within Intersections (Collectors, Arterials Etc..)

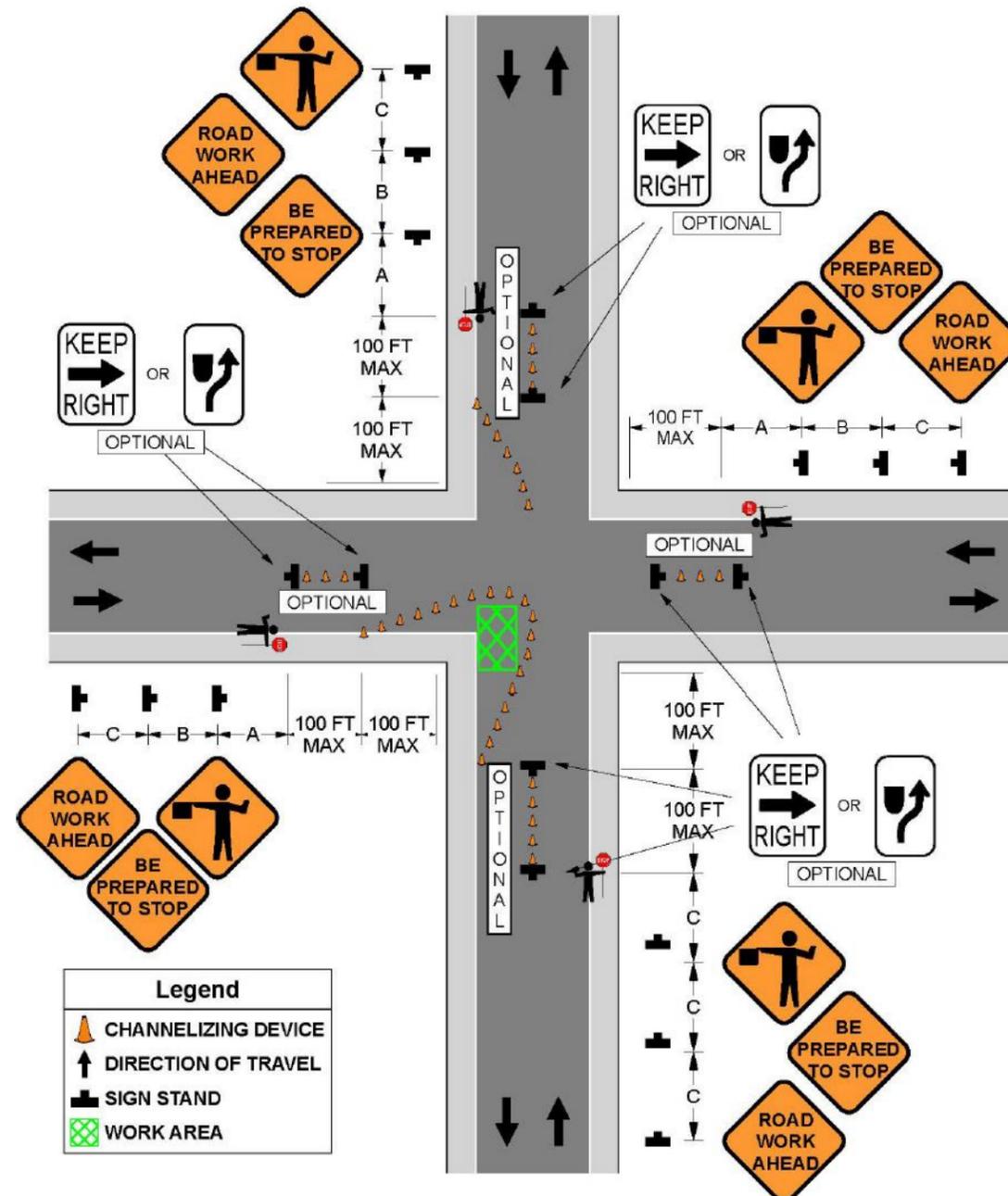
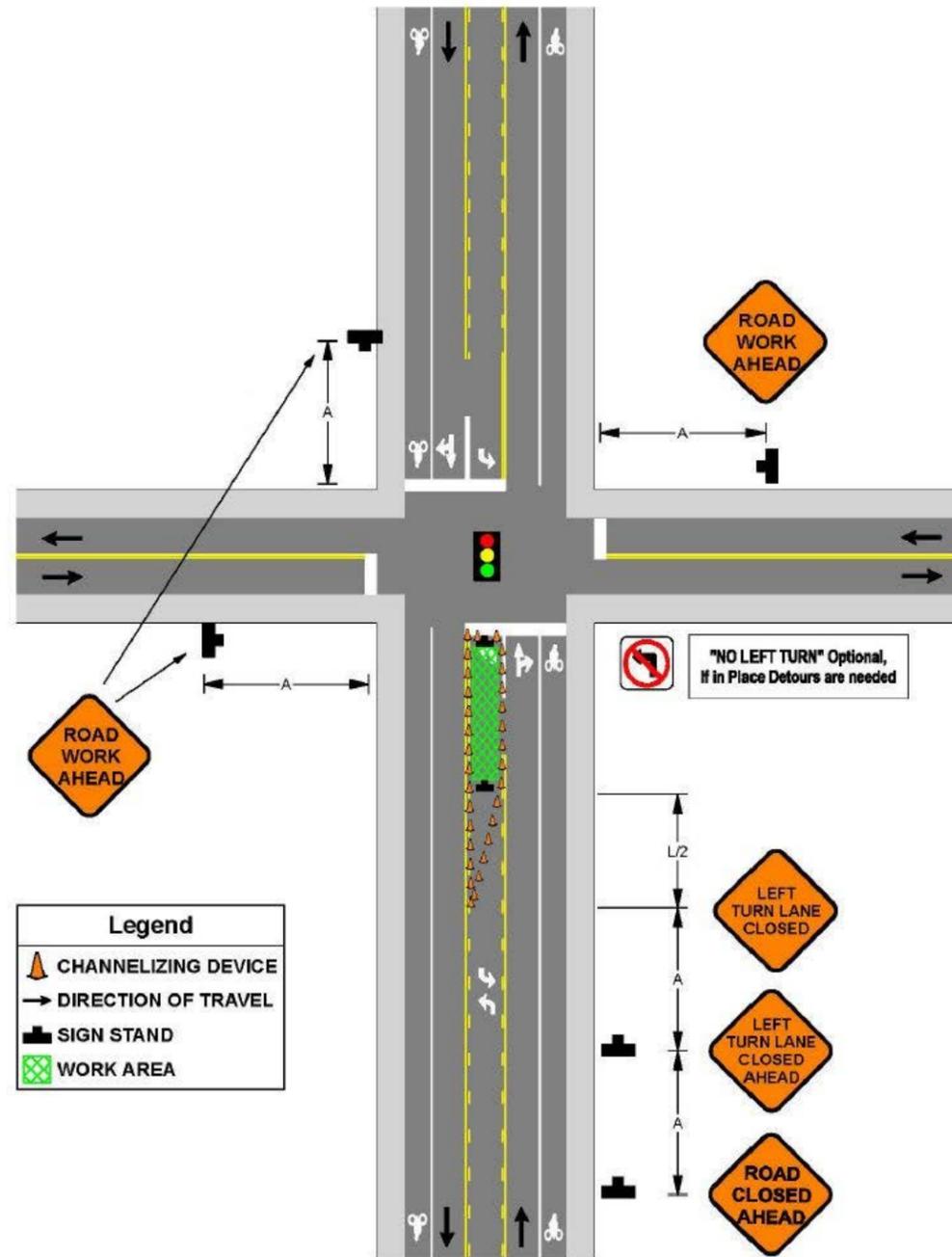
See Page A9 for A, B, C, L Distances



Left/Right Turn Lane Closures on Higher Volume Streets
 (I.E. Collectors, Arterials, etc.) Within Signalized Intersections
 (Contact Traffic Signal Staff)

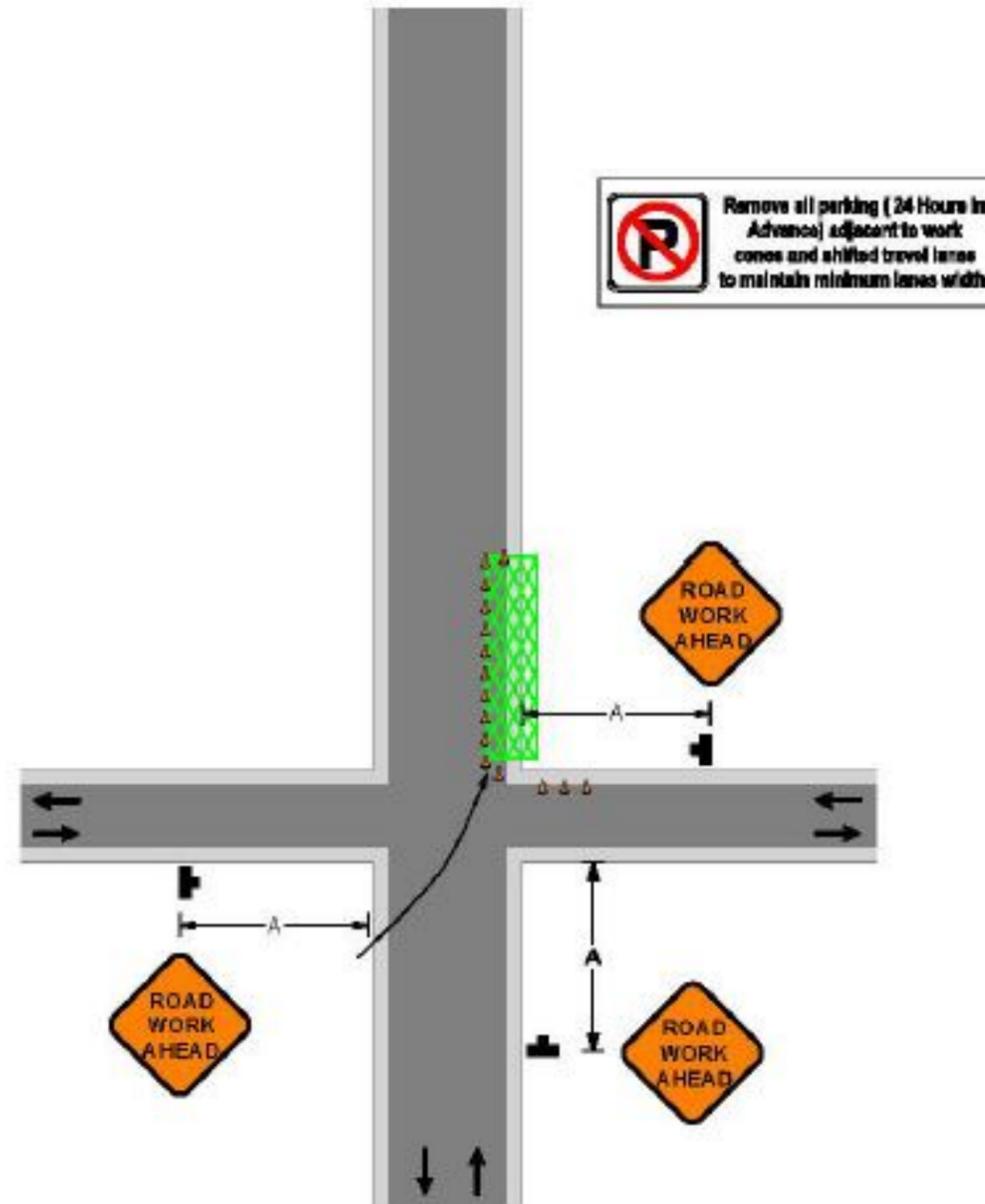
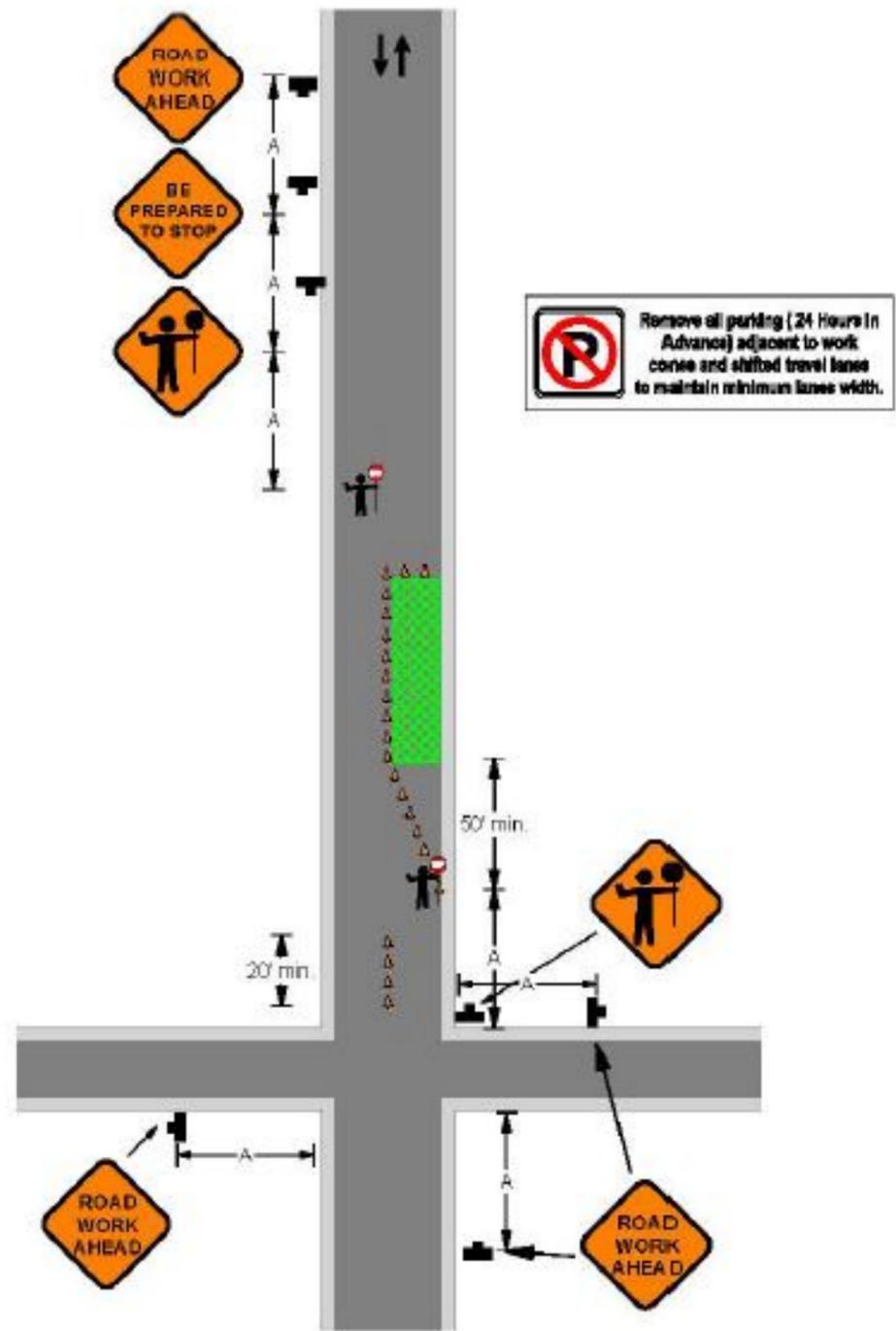
Closures on Lower Volume Streets for Workzones within Intersections

See Page A9 for A, B, C, L Distances



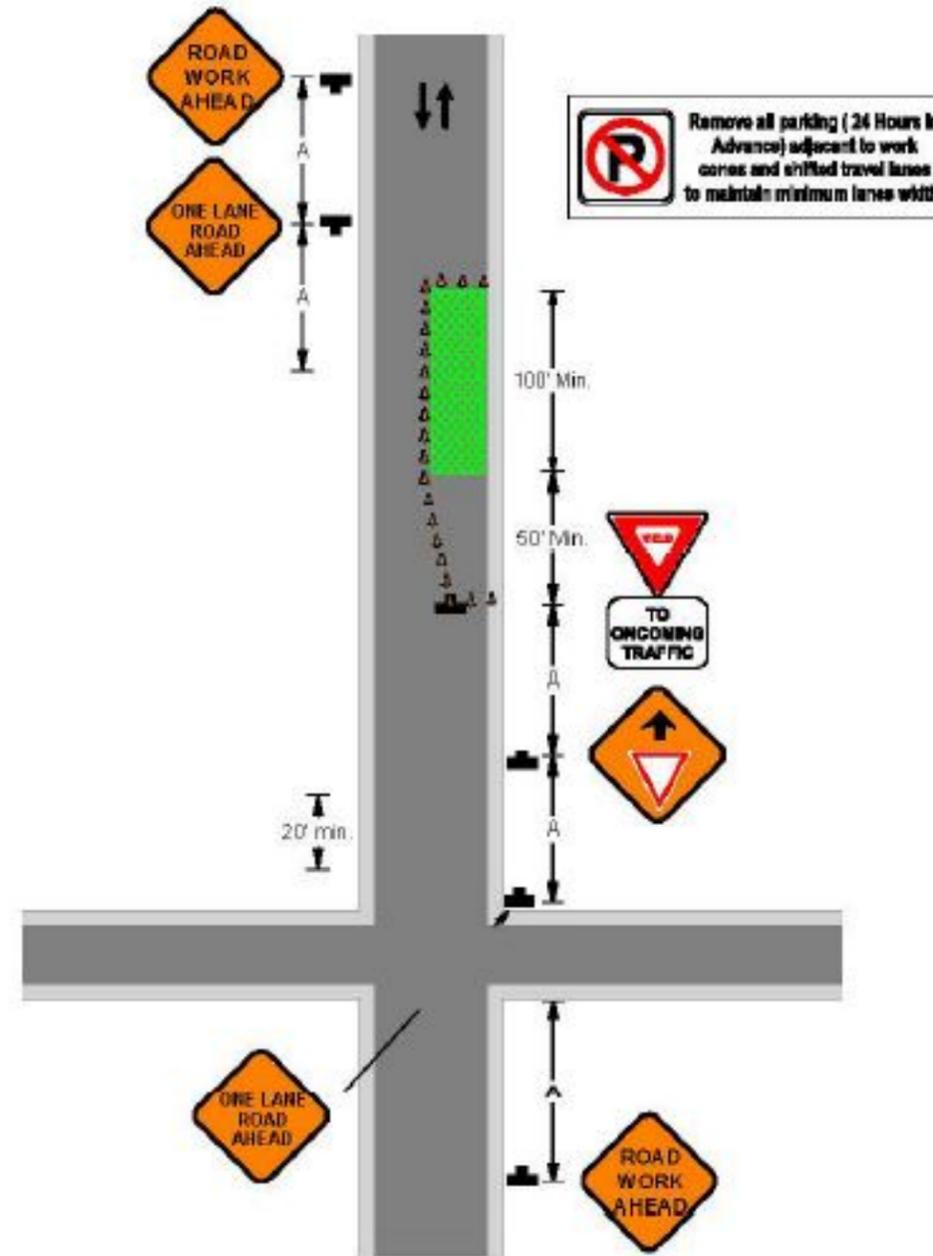
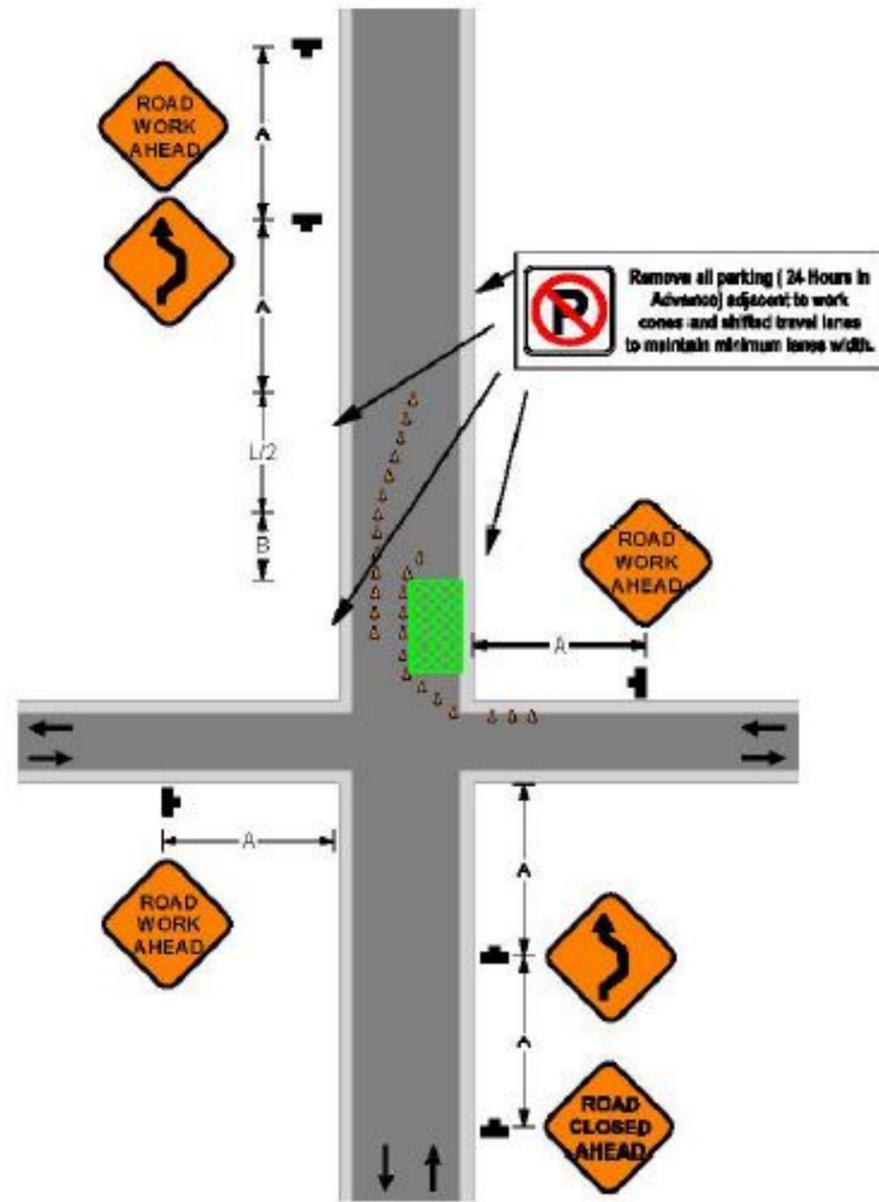
Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Partial street Closures on Lower Volume Streets

See Page A9 for A, B, C, L Distances



Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

Type of Taper	Taper Length (L)
Merging Taper	At least L
Shifting Taper	At least 0.5 L
Shoulder Taper	At least .33 L
One-Lane, Two Way Traffic Taper	100 Ft. (30m) Maximum
Downstream Taper	100 Ft. (30m) per Lane

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

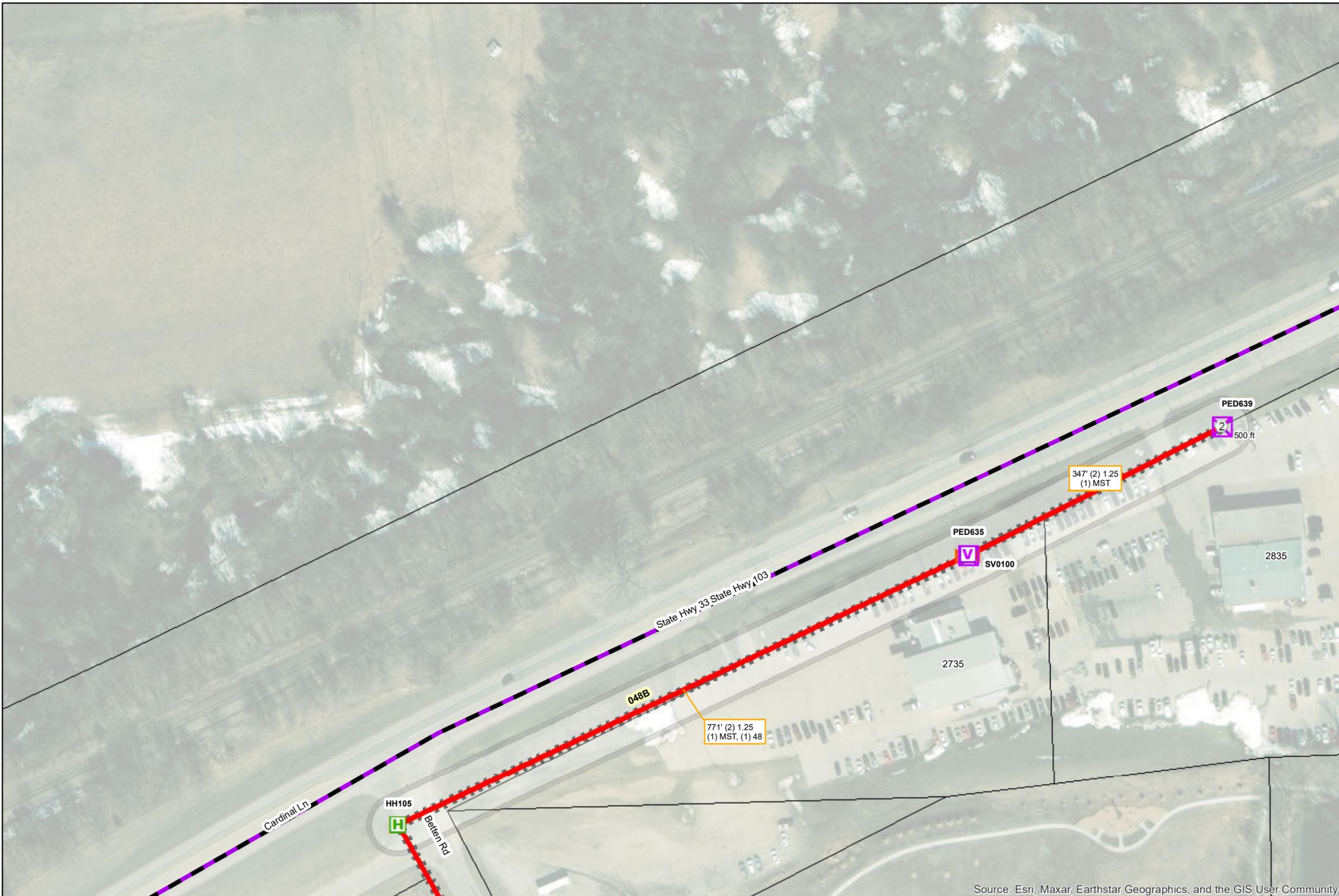
Lane Width	Speed in MPH	25 MPH	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH	55 MPH	60 MPH	65 MPH
10 Ft.	Merging Taper	105'	150'	205'	270'	450'	500'	550'	600'	650'
11 Ft.	Merging Taper	115'	165'	225'	294'	495'	550'	605'	660'	715'
12 Ft.	Merging Taper	125'	180'	245'	320'	540'	600'	660'	720'	780'



PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

- STRUCTURE**
-  Small PED
 -  T36 Vault
 -  T48 Vault
- SPLICECLOSURE**
-  Underground
- ROUTE**
- Placement Type**
-  UG Bore
 -  Future MDU Drop
- Conduit**
-  Conduit
 -  MST Runs



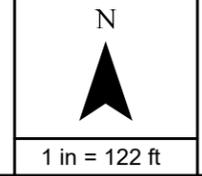
<u>FL92</u>	<u>FL93</u>	<u>FL94</u>
<u>FM92</u>	<u>FM93</u>	<u>FM94</u>
<u>FN92</u>	<u>FN93</u>	<u>FN94</u>

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted seperatly

Revisions:





PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

- PON
- STRUCTURE Small PED
- MST 2
- ROUTE**
- Placement Type**
- UG Bore
- Conduit
- MST Runs

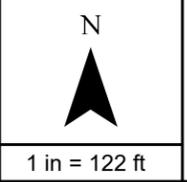
<u>FL93</u>	<u>FL94</u>	<u>FL95</u>
<u>FM93</u>	<u>FM94</u>	<u>FM95</u>
<u>FN93</u>	<u>FN94</u>	<u>FN95</u>

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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Revisions:



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LEGEND

STRUCTURE

Small PED

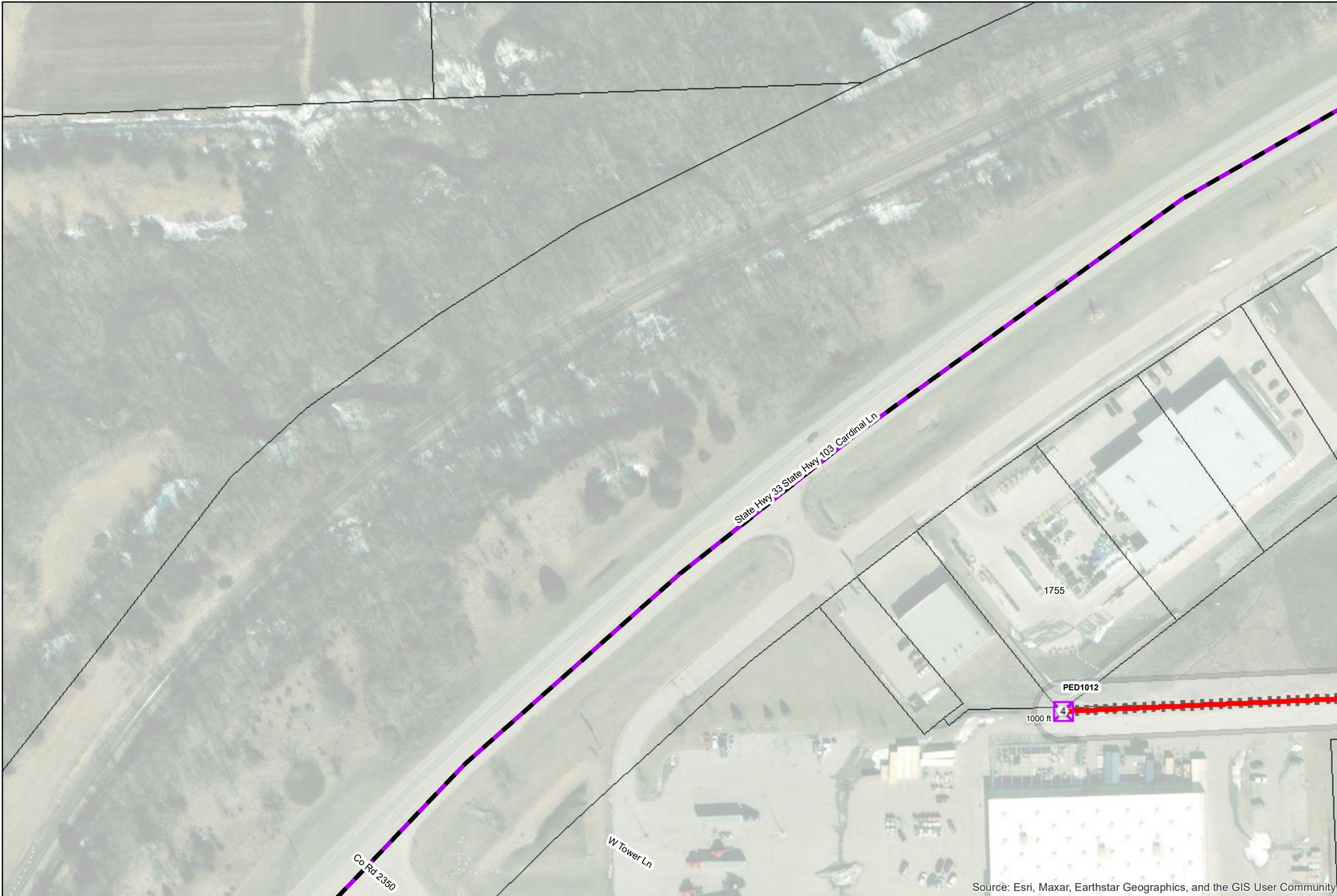
ROUTE

Placement Type

UG Bore

Conduit

MST Runs



FM91	FM92	FM93
FN91	FN92	FN93
FO91	FO92	FO93

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

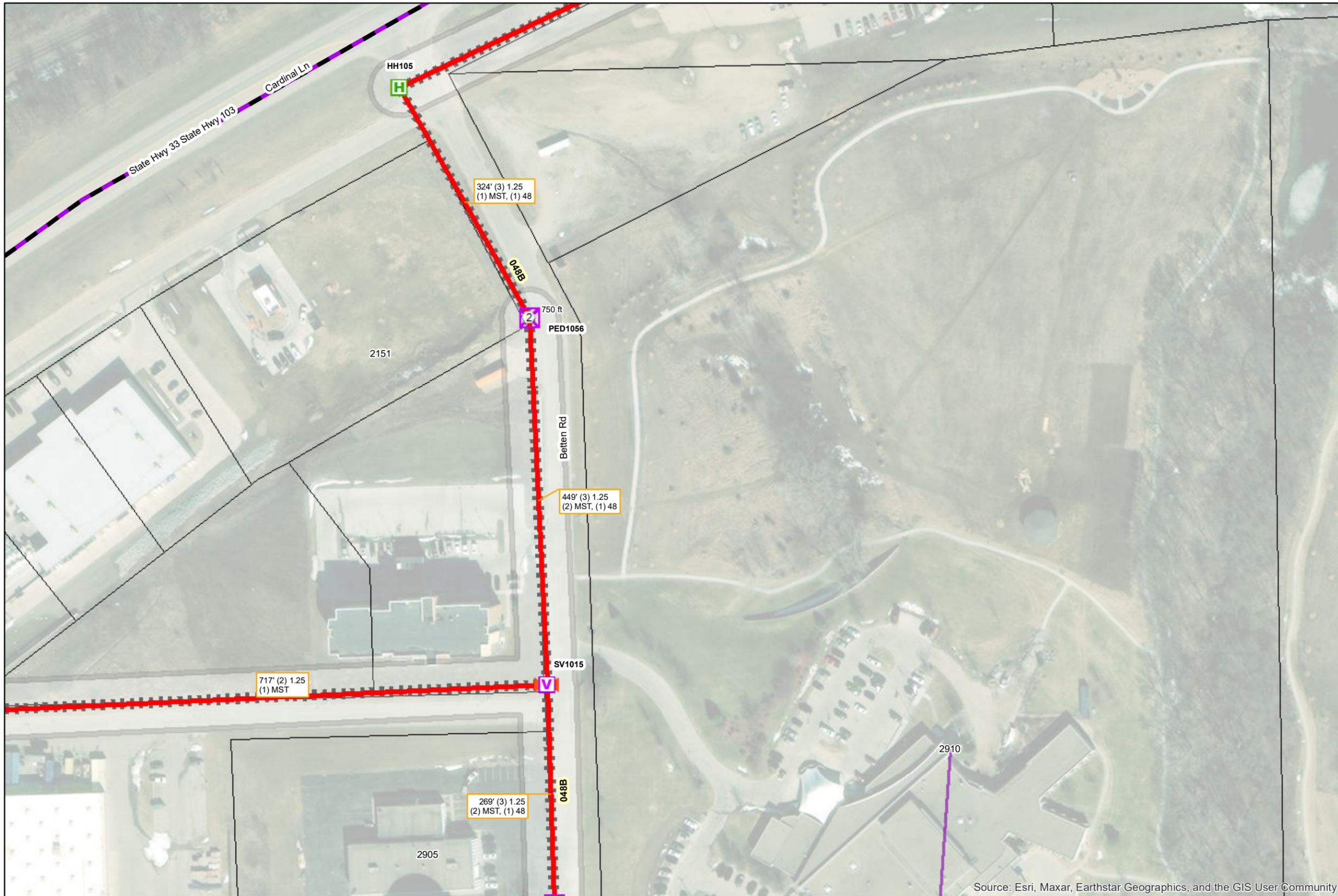


Notes: PLCS Project Routes have been permitted seperatly

Revisions:

N

1 in = 122 ft



PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

- PON
- FIBEREQUIPMENT
- MST 2
- T36 Vault
- T48 Vault
- SPLICECLOSURE
- Underground
- ROUTE**
- Placement Type**
- UG Bore
- Future MDU Drop**
- Future MDU Drop
- Conduit
- MST Runs

FM92	FM93	FM94
FN92	FN93	FN94
FO92	FO93	FO94

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

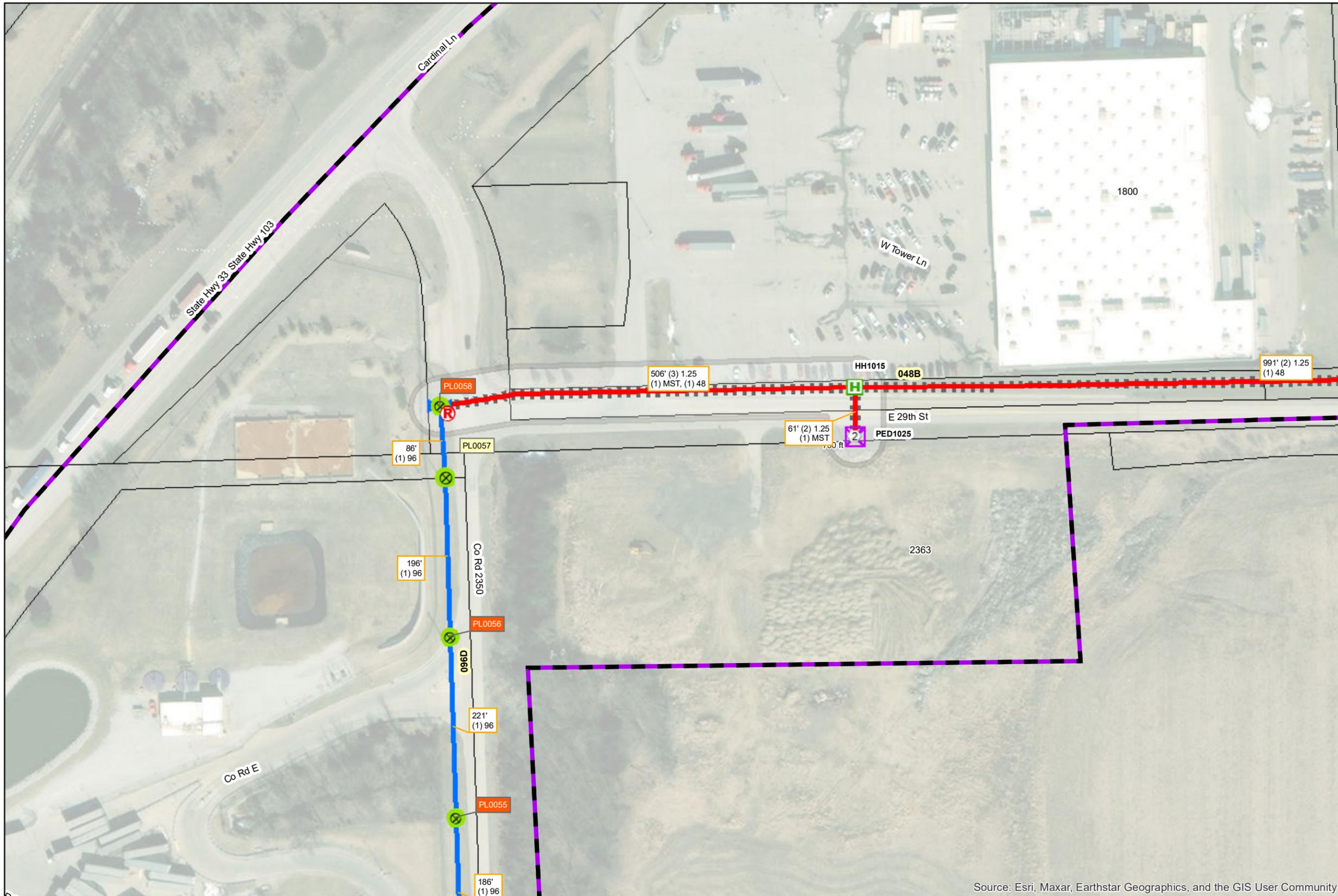


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N

1 in = 122 ft



PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

PON	STRUCTURE
FIBEREQUIPMENT	Small PED
MST 2	T36 Vault
RISER	SPLICECLOSURE
POLE MR	Aerial
Pole Use	ROUTE
Power	Placement Type
POLE NO MR	UG Bore
Pole Use	Aerial Strand
Power	Future MDU Drop
	Future MDU Drop
	Conduit
	MST Runs

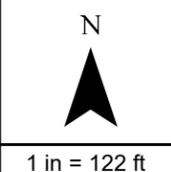
FN91	FN92	FN93
FO91	FO92	FO93
FP91	FP92	FP93

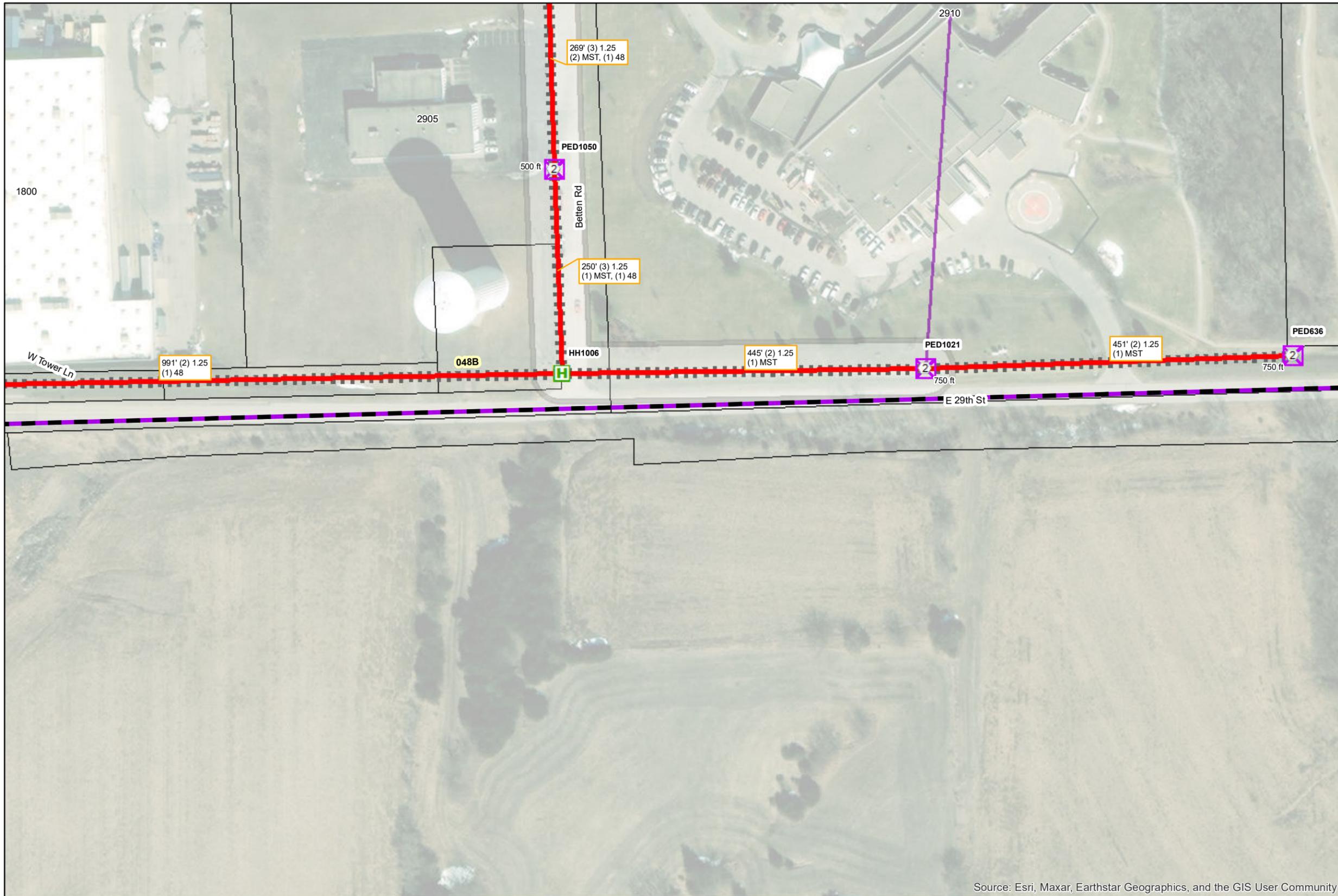
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted seperatly

Revisions:





PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

STRUCTURE

PON
 Small PED
 T36 Vault

ROUTE

Placement Type

UG Bore
 Future MDU Drop

Future MDU Drop

Conduit
 MST Runs

FN92	FN93	FN94
FO92	FO93	FO94
FP92	FP93	FP94

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

Revisions:

N

 1 in = 122 ft



PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

- PON
- STRUCTURE Small PED
- FIBEREQUIPMENT
- ROUTE UG Bore
- ROUTE Conduit

FN93	FN94	FN95
FO93	FO94	FO95
FP93	FP94	FP95

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

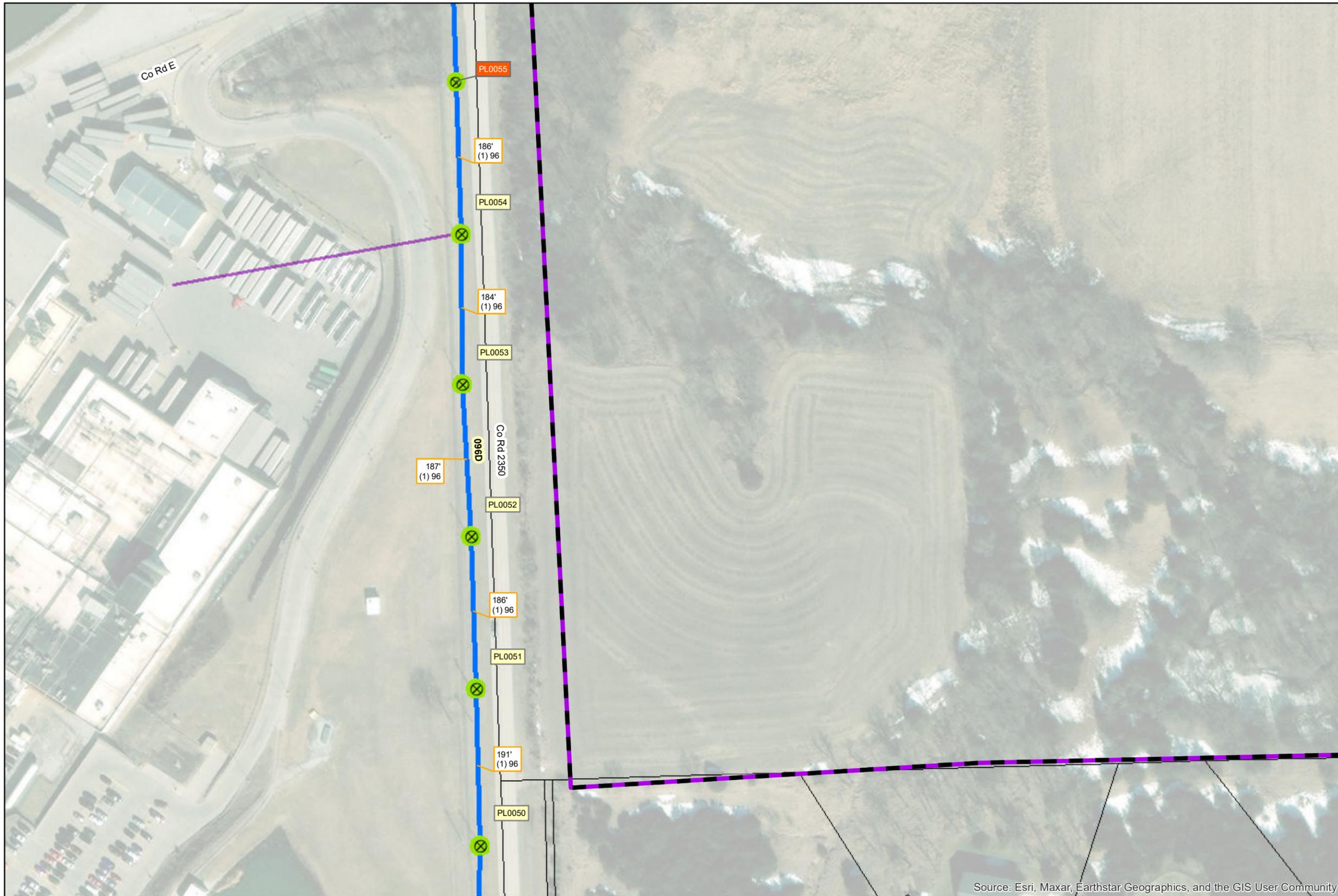


Notes: PLCS Project Routes have been permitted seperatly

Revisions:

N

 1 in = 122 ft



PON: CRE-01-02
DCR: DCR.number

PERMIT:
LEGEND Date: 7/21/2023

- PON
- POLE MR**
- Pole Use
 - ⊗ Power
- POLE NO MR**
- Pole Use
 - ⊗ Power
- ROUTE**
- Placement Type
 - Aerial Strand
- Future MDU Drop
 - Future MDU Drop

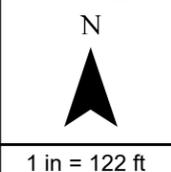
FO91	FO92	FO93
FP91	FP92	FP93
FQ91	FQ92	FQ93

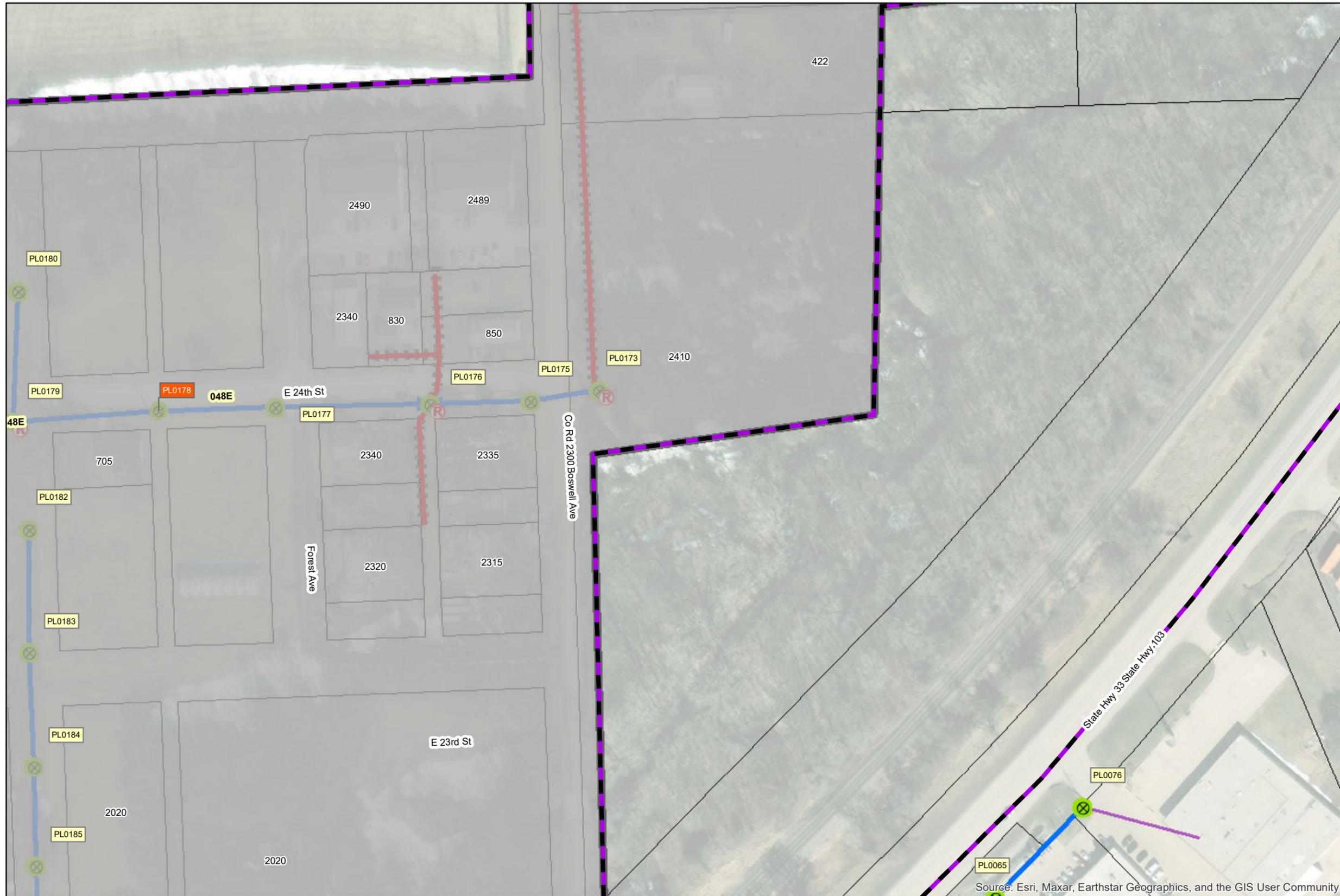
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Notes: PLCS Project Routes have been permitted separately

Revisions:





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PERMIT:
LEGEND Date: 7/21/2023

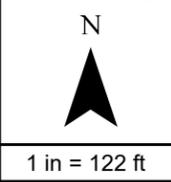
- PON
- RISER
- POLE MR**
Pole Use
 Power
- POLE NO MR**
Pole Use
 Power
- SPLICECLOSURE**
 Aerial
- ROUTE**
Placement Type
 UG Bore
 Aerial Strand
Future MDU Drop
 Future MDU Drop
 Conduit

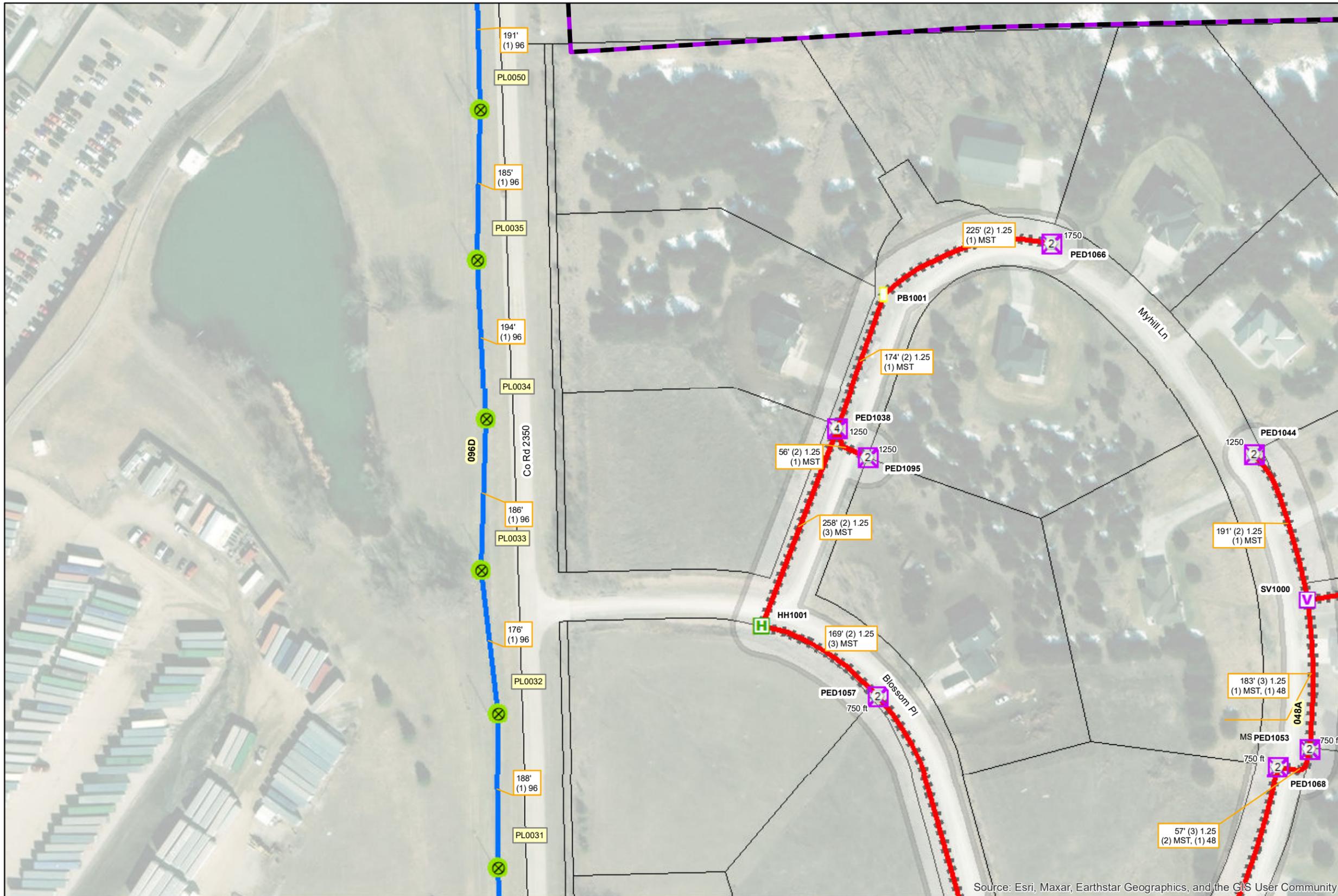
FP89	FP90	FP91
FQ89	FQ90	FQ91
FR89	FR90	FR91

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

Revisions:





PON: CRE-01-02
DCR: DCR.number

PERMIT:
LEGEND Date: 7/21/2023

STRUCTURE	
	Small PED
	T18
	T36 Vault
	T48 Vault

ROUTE	
	UG Bore
	Aerial Strand
	Future MDU Drop
	Conduit
	MST Runs

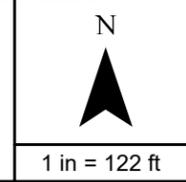
FP91	FP92	FP93
FQ91	FQ92	FQ93
FR91	FR92	FR93

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



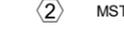
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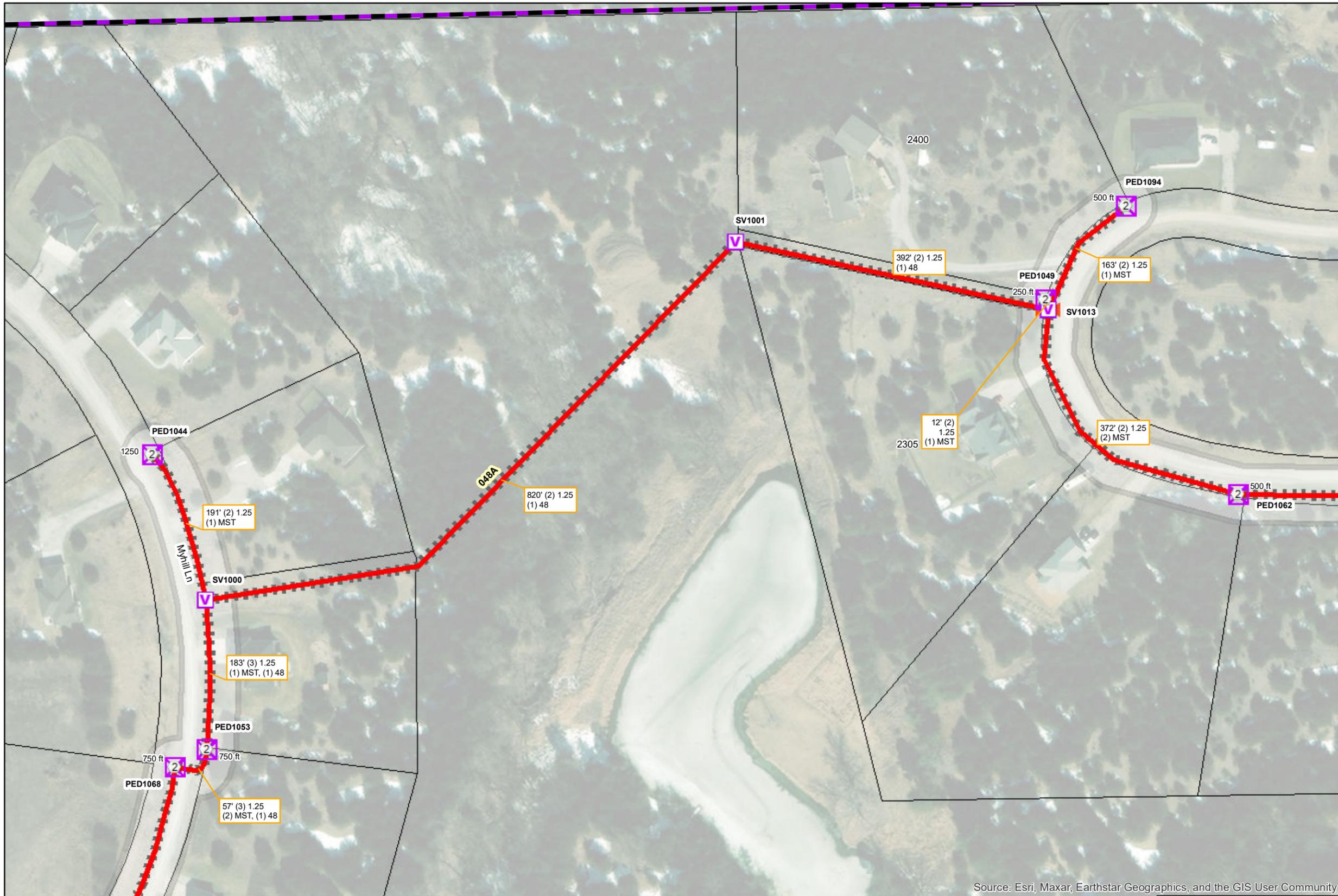
Revisions:



PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

- PERMIT:**
- LEGEND** Date: 7/21/2023
-  PON
 -  FIBEREQUIPMENT
 -  MST 2
 -  STRUCTURE Small PED
 -  T48 Vault
 -  SPLICECLOSURE Underground
 -  ROUTE Placement Type UG Bore
 -  Future MDU Drop
 -  Conduit
 -  MST Runs



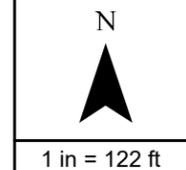
FP92	FP93	FP94
FQ92	FQ93	FQ94
FR92	FR93	FR94

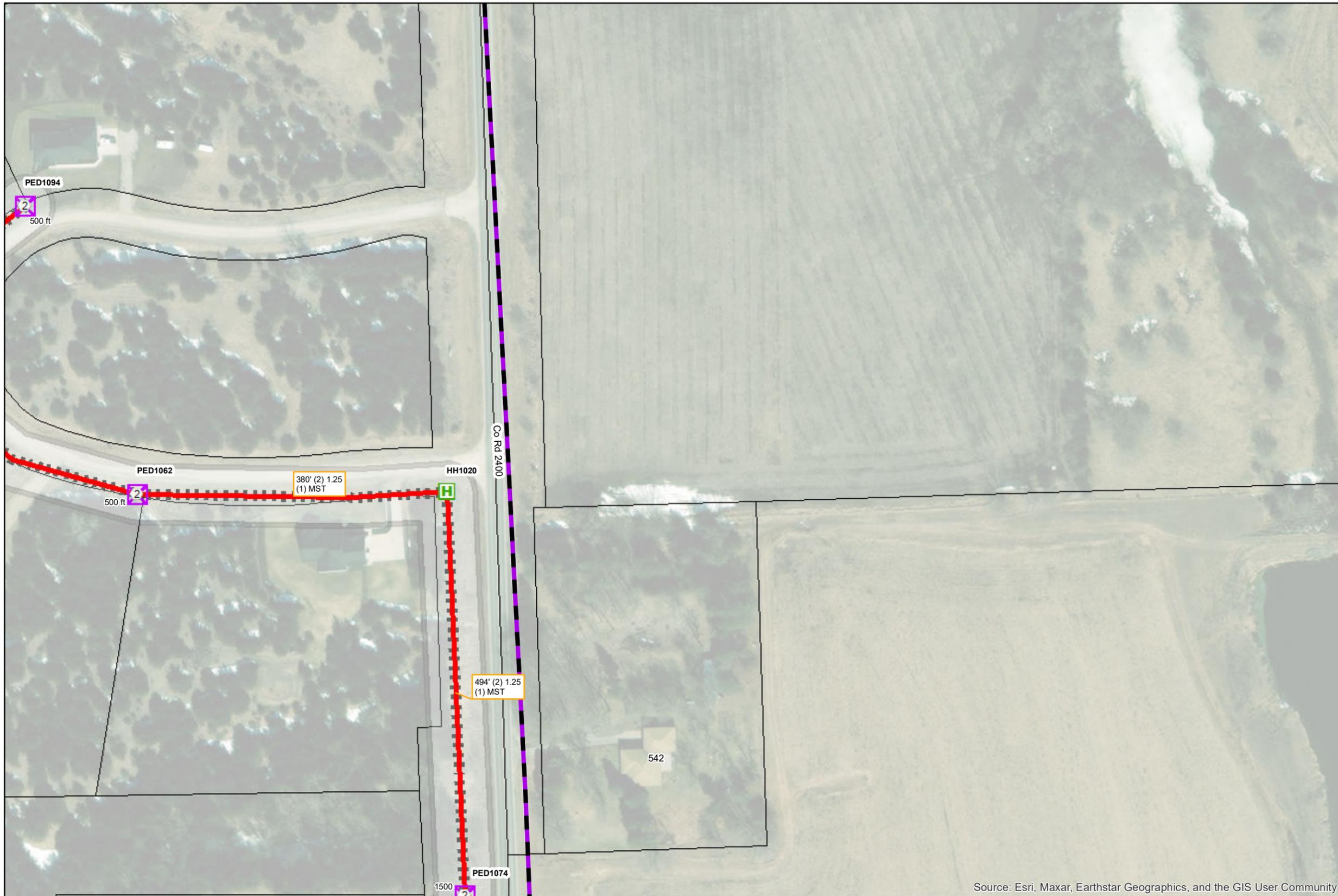
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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Revisions:





PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

LEGEND

STRUCTURE

- Small PED
- T36 Vault

ROUTE

Placement Type

- UG Bore
- Conduit
- MST Runs

FP93	FP94	FP95
FQ93	FQ94	FQ95
FR93	FR94	FR95

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

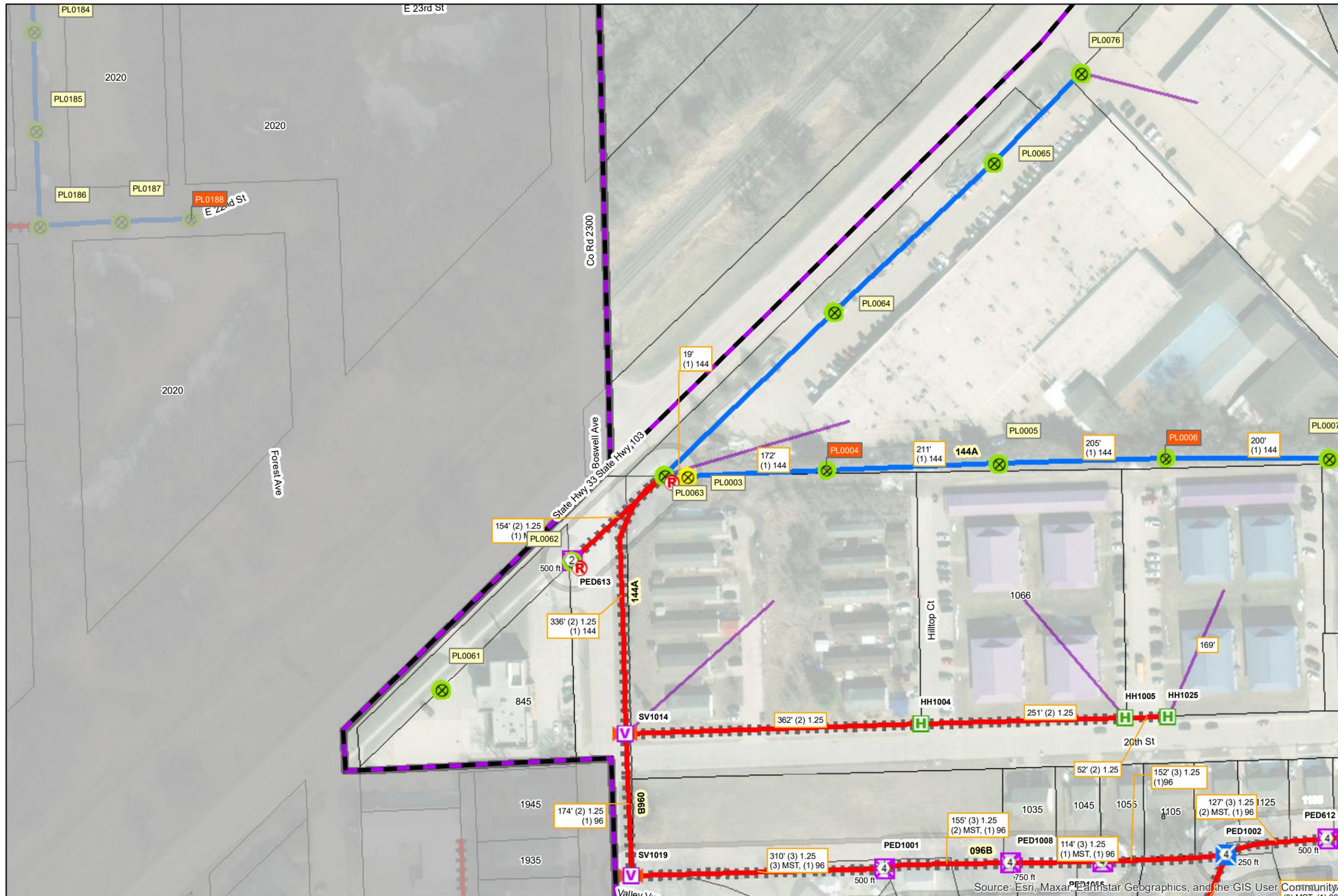
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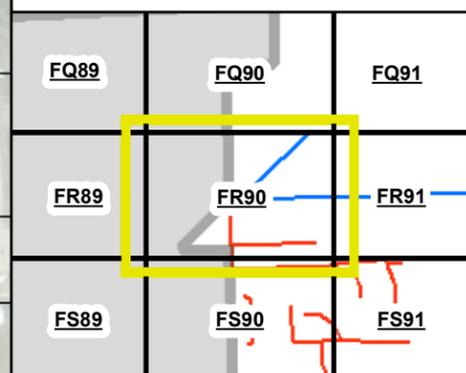
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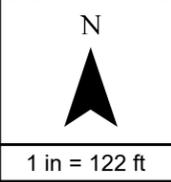
PERMIT:
LEGEND Date: 7/21/2023

FIBEREQUIPMENT		STRUCTURE	
④	MST 4	⊗	Large PED
②	MST 2	⊗	Small PED
Ⓡ	RISER	H	T36 Vault
		V	T48 Vault
POLE MR		SPLICECLOSURE	
Pole Use		⊗	Underground
⊗	Power	⊗	Aerial
POLE NO MR		ROUTE	
Pole Use		Placement Type	
⊗	Power	—	UG Bore
⊗	Telecom	—	Aerial Strand
		Future MDU Drop	
		—	Future MDU Drop
			Conduit
		□	MST Runs

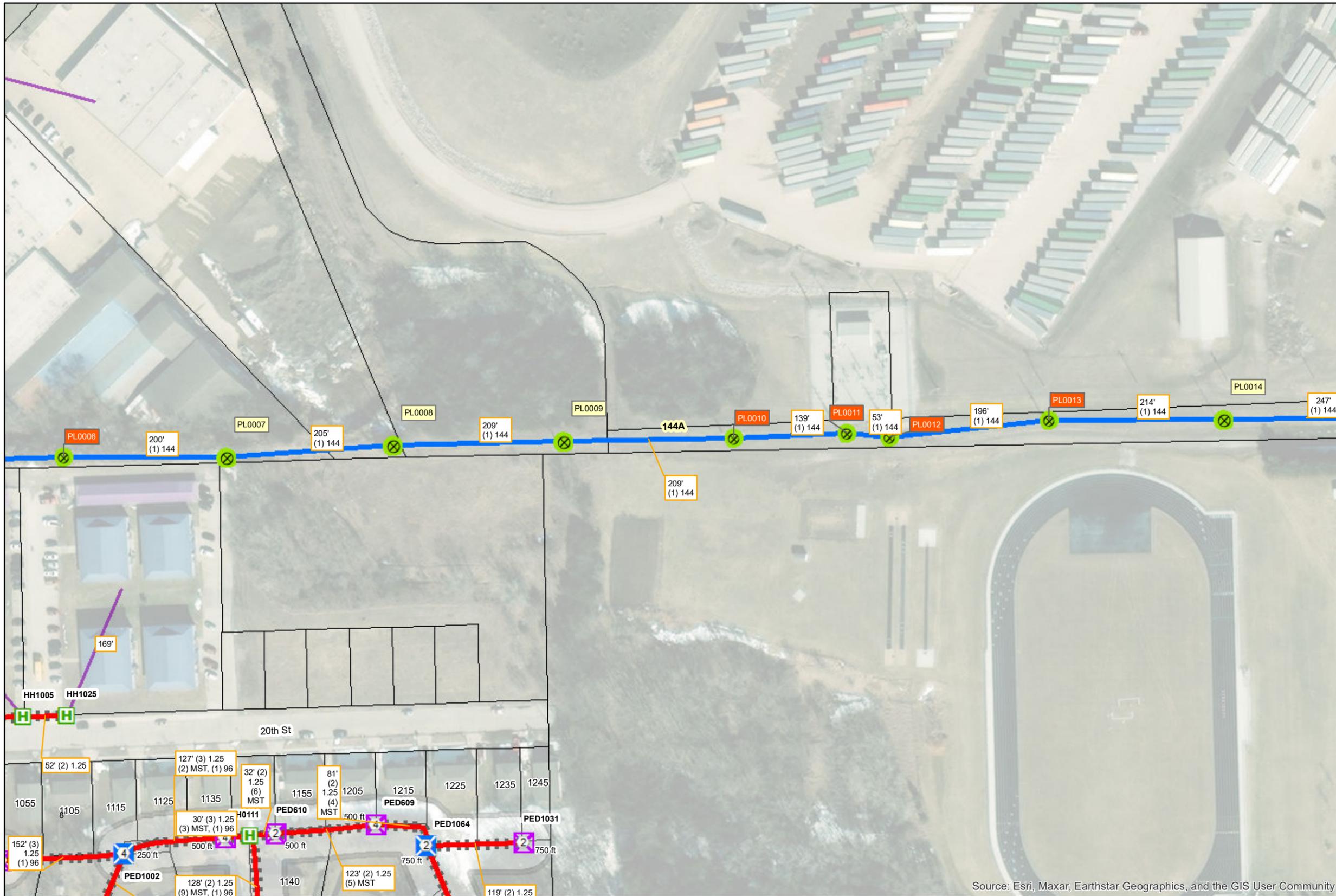


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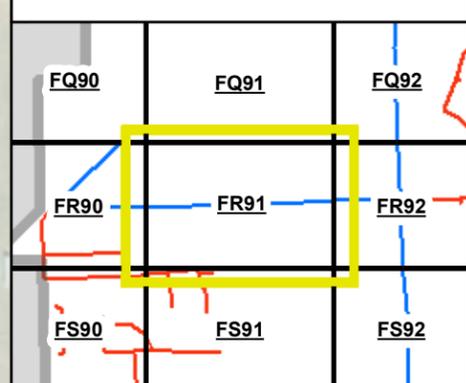
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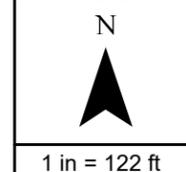
	PON		Large PED
	MST 4		Small PED
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	Power		UG Bore
	Aerial Strand		Future MDU Drop
	Power		Conduit
	MST Runs		MST Runs

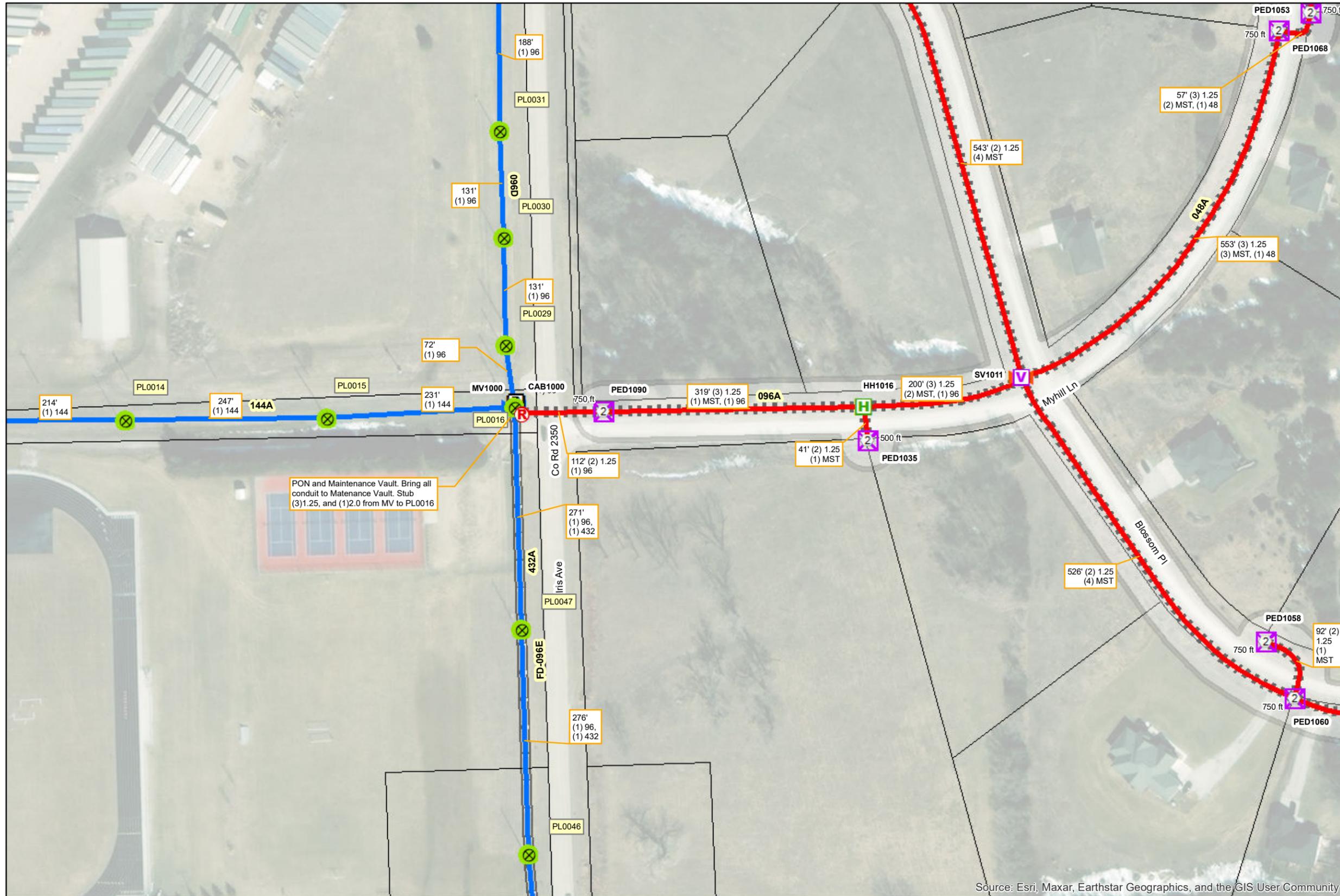


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted separately

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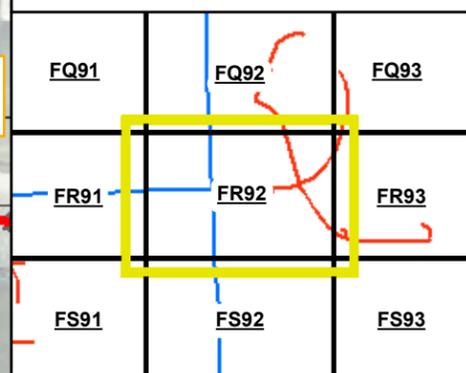




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LEGEND Date: 7/21/2023

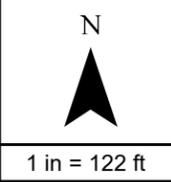
	PON		STRUCTURE
	FIBEREQUIPMENT		1152 Cabinet
	MST 2		Small PED
	RISER		T36 Vault
POLE NO MR			T48 Vault
Pole Use			T60 Vault
	Power	SPLICECLOSURE	
			Underground
			Aerial
		ROUTE	
		Placement Type	
			UG Bore
			Aerial Strand
			Feeder Fiber
		Future MDU Drop	
			Future MDU Drop
			Conduit
			MST Runs

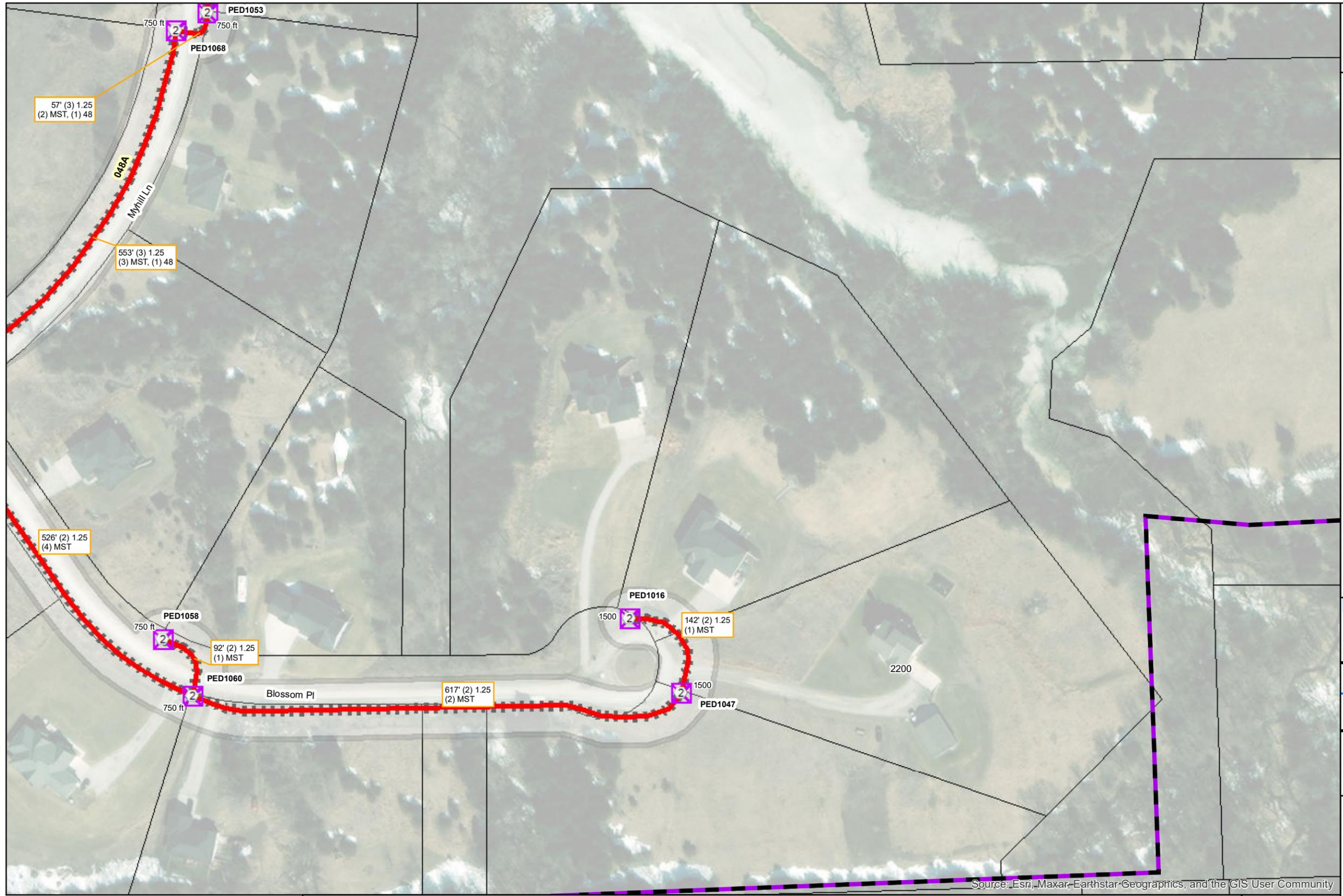


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

Revisions:





PON: CRE-01-02
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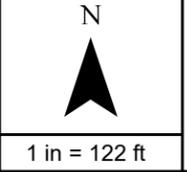
- PON
- STRUCTURE
- Small PED
- FIBEREQUIPMENT
- MST 2
- ROUTE**
- Placement Type**
- UG Bore
- Future MDU Drop
- Conduit
- MST Runs

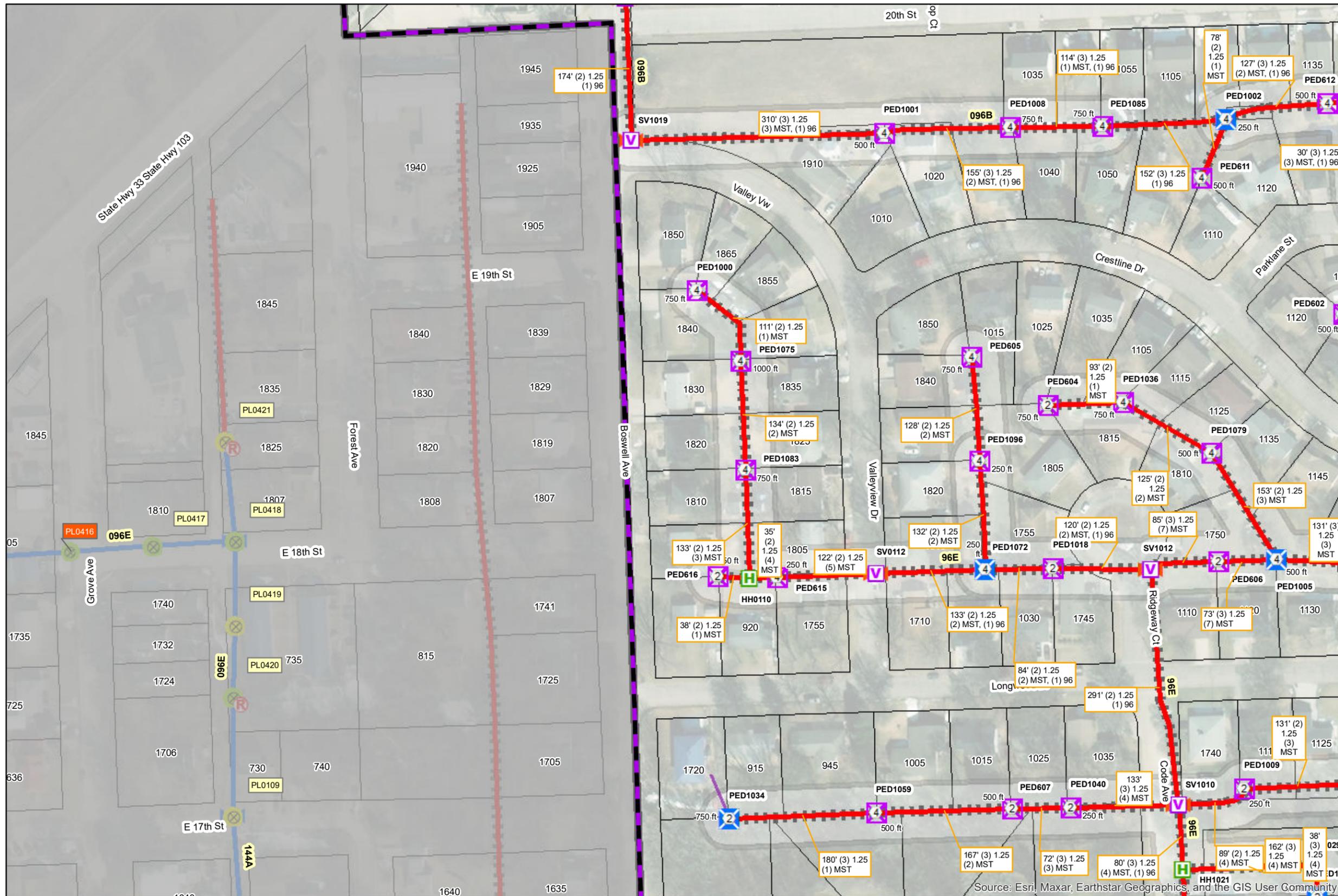
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Notes: PLCS Project Routes have been permitted separately

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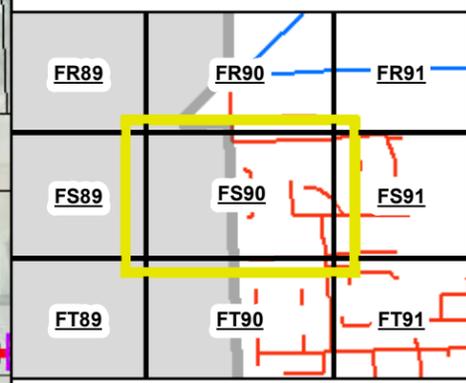




PON: CRE-01-02
 DCR: DCR.number

PERMIT:
 LEGEND Date: 7/21/2023

FIBER EQUIPMENT		STRUCTURE	
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(2)	MST 2	⊗	Small PED
(R)	RISER	H	T36 Vault
		V	T48 Vault
POLE MR		SPLICE CLOSURE	
Pole Use		⊗	Underground
⊗	Power	⊗	Aerial
POLE NO MR		ROUTE	
Pole Use		—	UG Bore
⊗	Power	—	Aerial Strand
⊗	Telecom	—	Future MDU Drop
		—	Future MDU Drop
			Conduit
		□	MST Runs

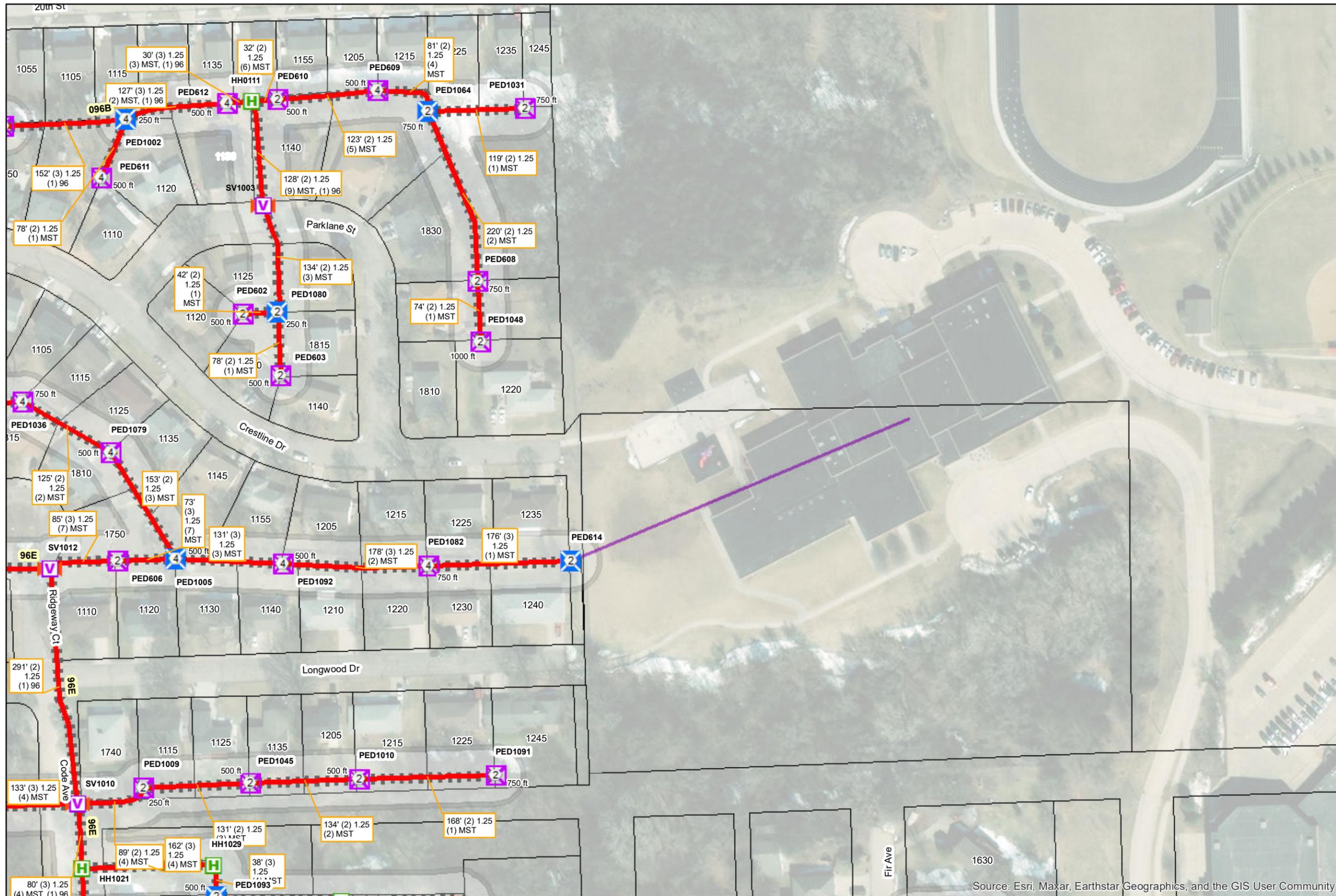


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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

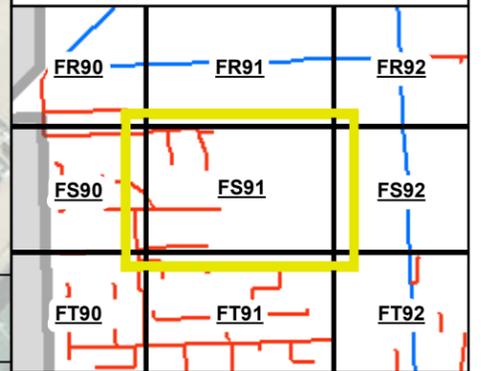
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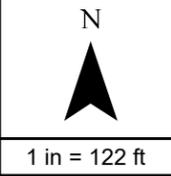
	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 4		Small PED
	MST 2		T36 Vault
			T48 Vault
			SPLICECLOSURE
			Underground
			ROUTE
			Placement Type
			UG Bore
			Future MDU Drop
			Conduit
			MST Runs

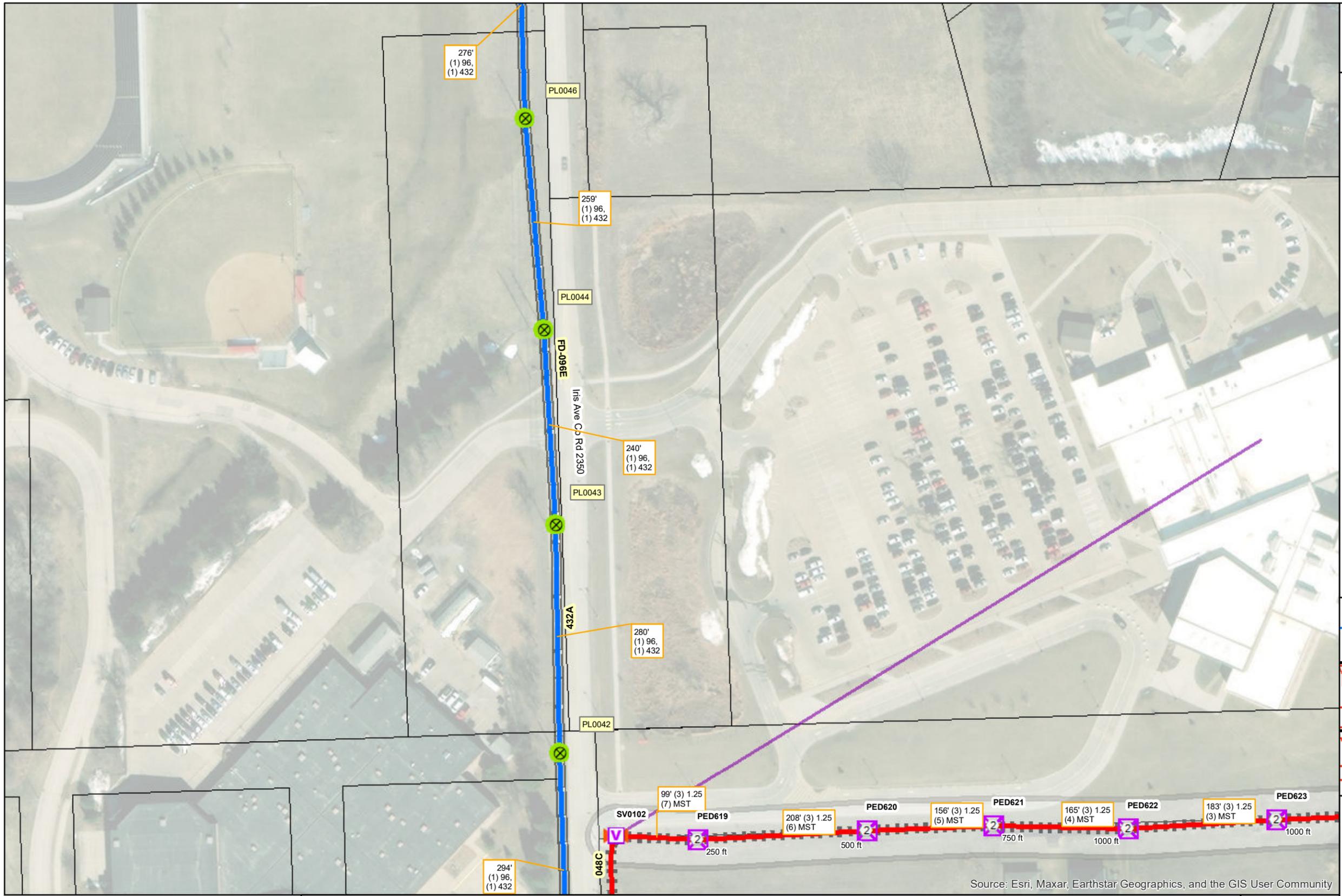


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

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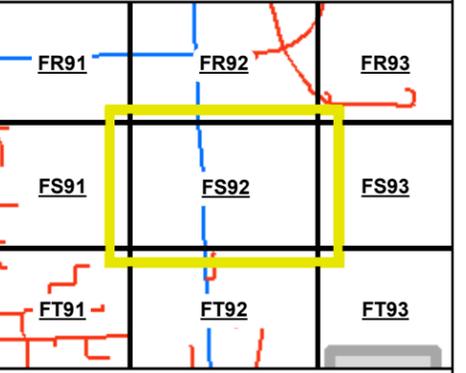




PON: CRE-01-02
DCR: DCR.number

PERMIT:
LEGEND Date: 7/21/2023

- PON FIBEREQUIPMENT
- MST 2
- Pole Use: Power
- STRUCTURE: Small PED
- T48 Vault
- SPLICECLOSURE: Underground
- ROUTE Placement Type**
 - UG Bore
 - Aerial Strand
 - Feeder Fiber
 - Future MDU Drop
 - Conduit
 - MST Runs

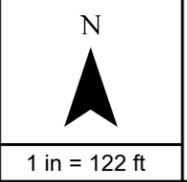


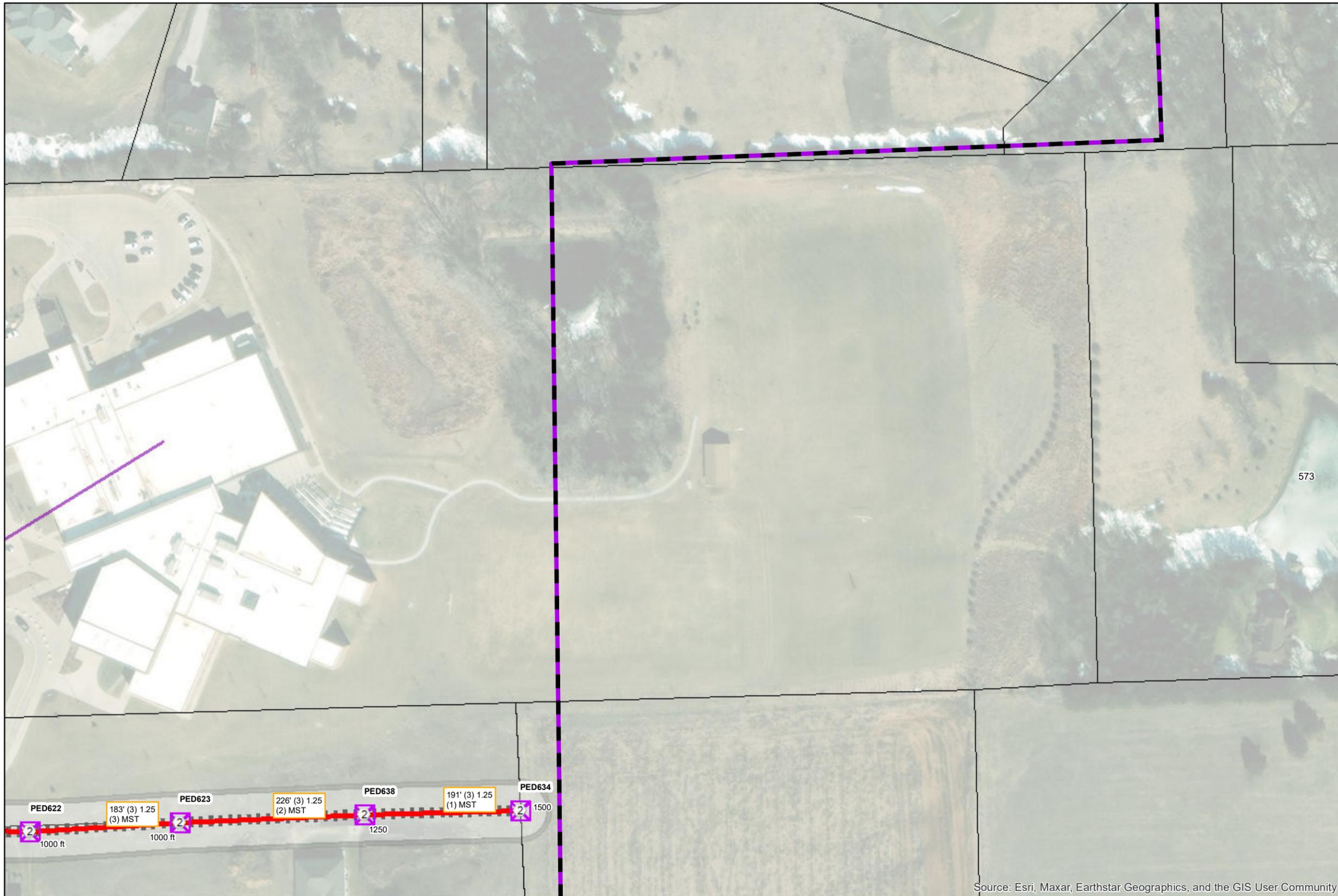
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Notes: PLCS Project Routes have been permitted separately

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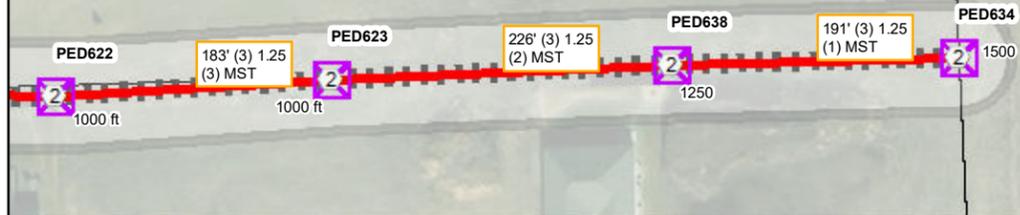


PON: CRE-01-02
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PERMIT:
 LEGEND Date: 7/21/2023

- PON
- FIBEREQUIPMENT
- STRUCTURE
- Small PED
- ROUTE
- Placement Type**
- UG Bore
- Future MDU Drop
- Conduit
- MST Runs

FR92	FR93	FR94
FS92	FS93	FS94
FT92	FT93	FT94

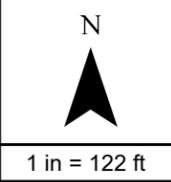


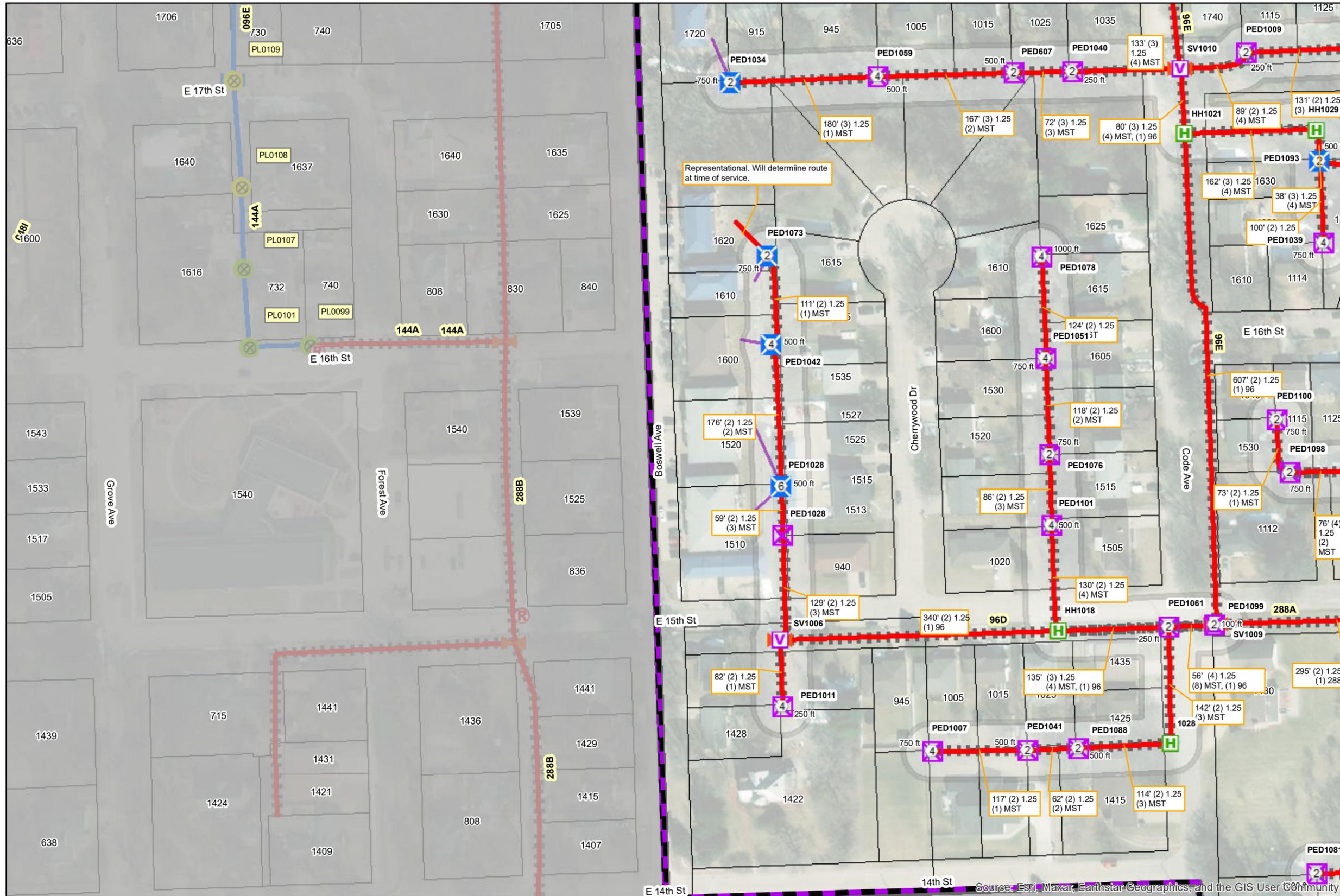
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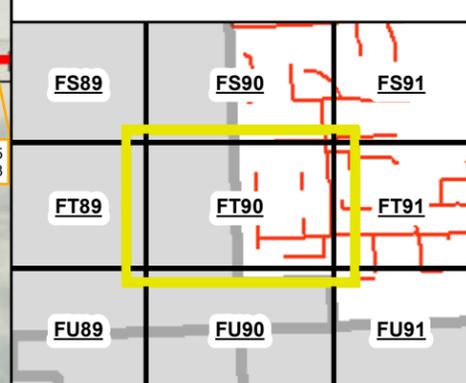




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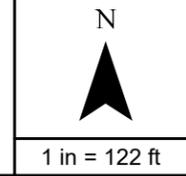
PERMIT:
LEGEND Date: 7/21/2023

	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 6		Small PED
	MST 4		T36 Vault
	MST 2		T48 Vault
	RISER		SPLICECLOSURE
	POLE NO MR		Underground
	Power		Aerial
	Telecom		ROUTE
			Placement Type
			UG Bore
			Aerial Strand
			Future MDU Drop
			Future MDU Drop
			Conduit
			MST Runs

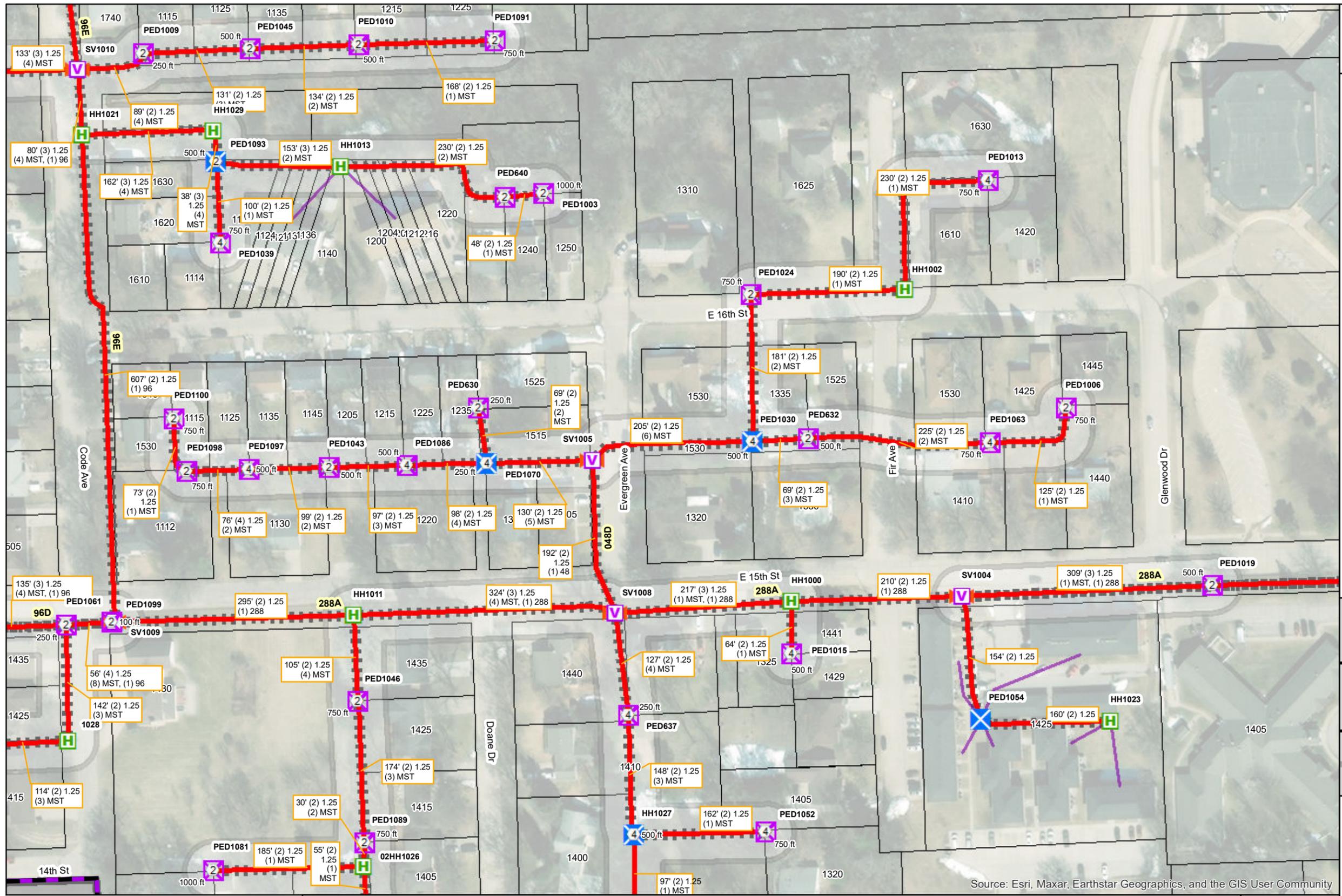


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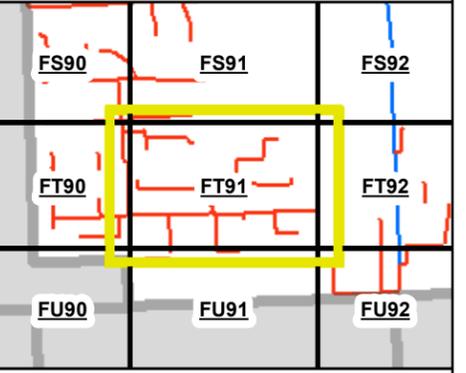
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



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 LEGEND Date: 7/21/2023

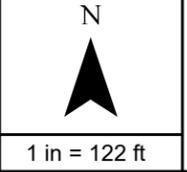
- STRUCTURE**
- Large PED
 - Small PED
 - T36 Vault
 - T48 Vault
- SPLICE CLOSURE**
- Underground
- ROUTE**
- Placement Type**
- UG Bore
- Future MDU Drop**
- Future MDU Drop
- Conduit**
- Conduit
- MST Runs**
- MST Runs

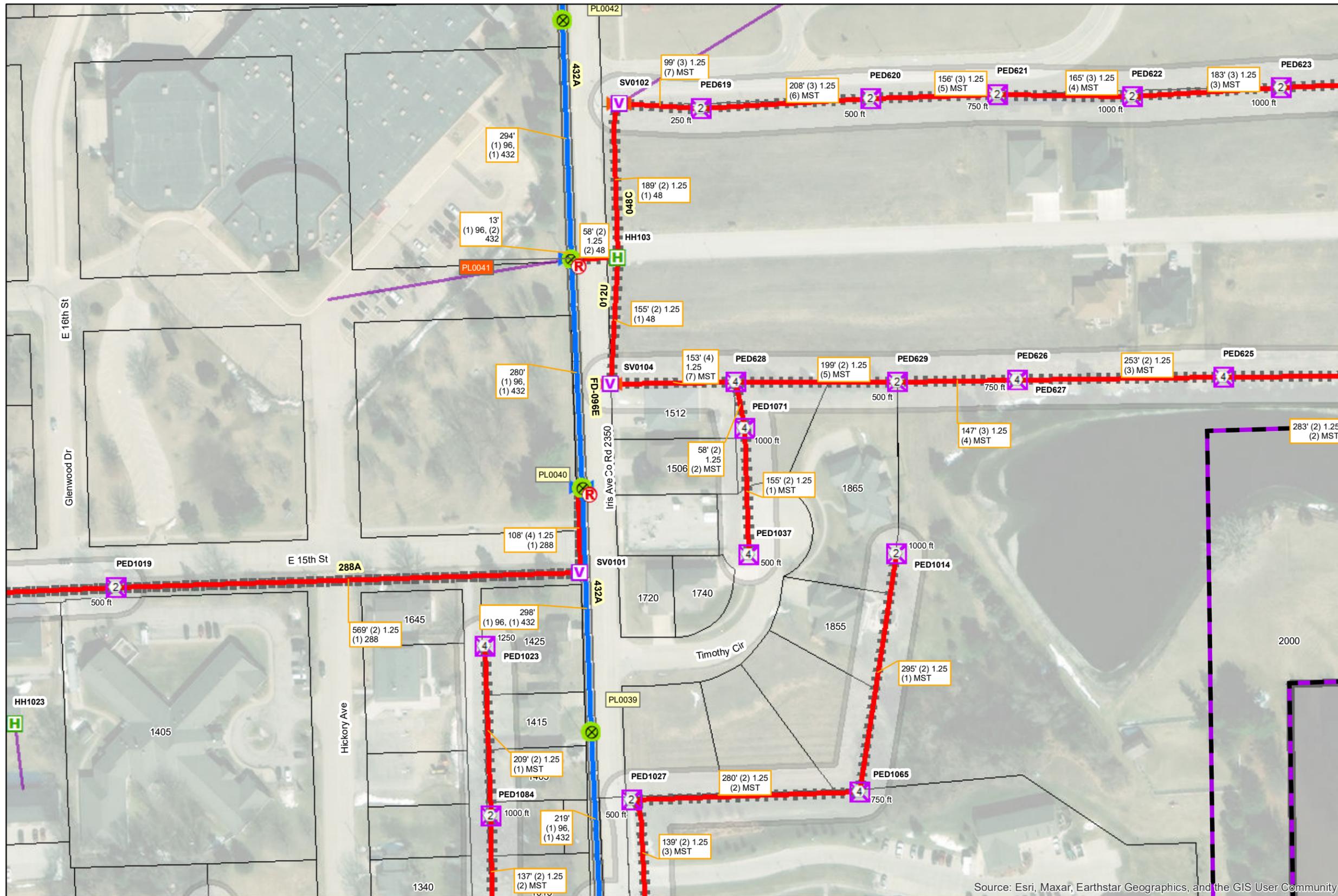


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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Revisions:





PON: CRE-01-02
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PERMIT:
LEGEND Date: 7/21/2023

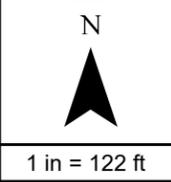
FIBEREQUIPMENT		STRUCTURE	
(4)	MST 4	⊗	Small PED
(2)	MST 2	H	T36 Vault
Ⓡ	RISER	V	T48 Vault
POLE MR		SPLICECLOSURE	
⊗	Power	⊗	Underground
⊗	Power	⊗	Aerial
POLE NO MR		ROUTE	
⊗	Power	—	UG Bore
		—	Aerial Strand
		—	Feeder Fiber
		—	Future MDU Drop
		—	Future MDU Drop
		—	Conduit
		—	MST Runs

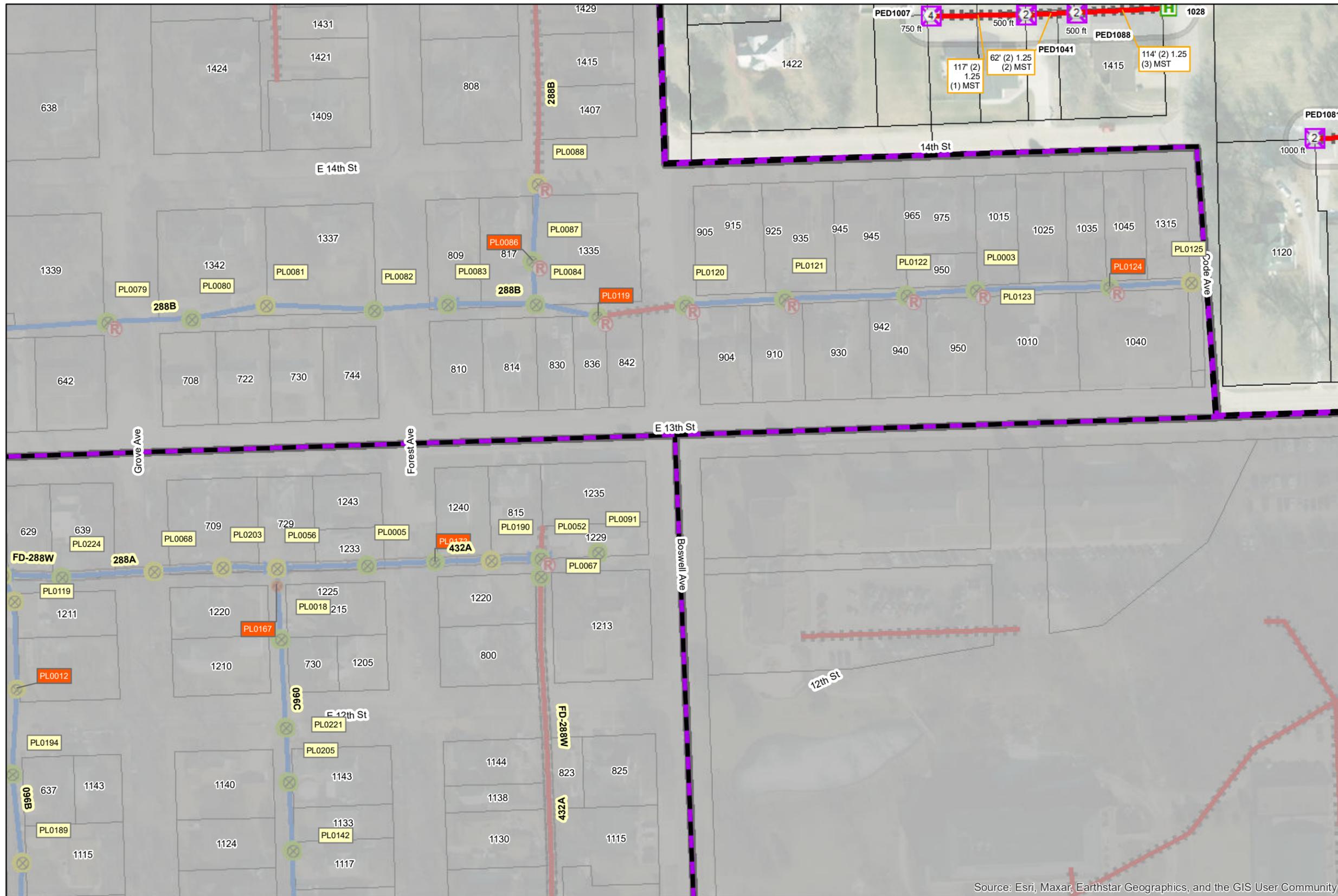
FS91	FS92	FS93
FT91	FT92	FT93
FU91	FU92	FU93

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted seperatly

Revisions:

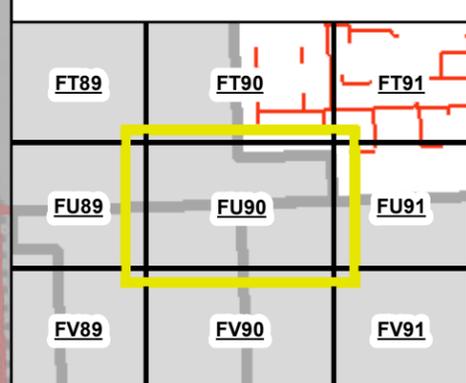




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LEGEND Date: 7/21/2023

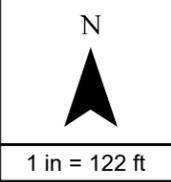
FIBEREQUIPMENT		STRUCTURE	
④	MST 4	⊗	Small PED
②	MST 2	H	T36 Vault
Ⓡ	RISER	SPLICECLOSURE	
⊗	Power	⊗	Aerial
⊗	Telecom	ROUTE	
⊗	Telecom	—	UG Bore
⊗	Power	—	Aerial Strand
⊗	Telecom	—	Feeder Fiber
⊗	Power		Conduit
⊗	Telecom	□	MST Runs

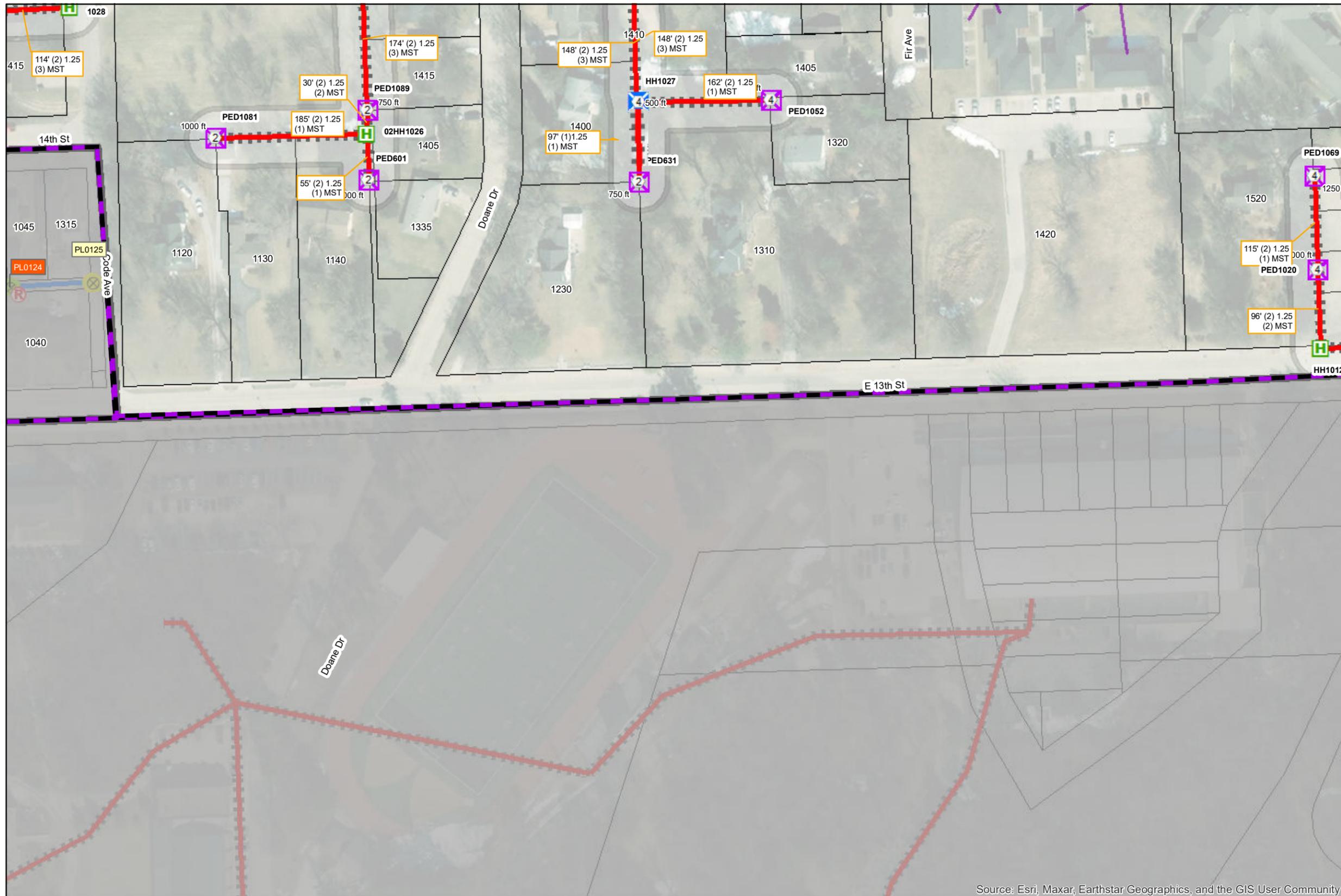


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted separately

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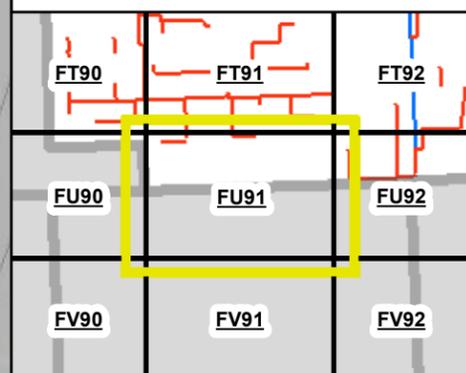




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PERMIT:
LEGEND Date: 7/21/2023

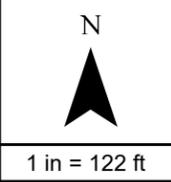
	PON		STRUCTURE
	FIBEREQUIPMENT		Large PED
	MST 4		Small PED
	MST 2		T36 Vault
	RISER	ROUTE	
	POLE MR	Placement Type	
	Pole Use		UG Bore
	Power		Aerial Strand
	POLE NO MR	Future MDU Drop	
	Pole Use		Future MDU Drop
	Telecom		Conduit
			MST Runs

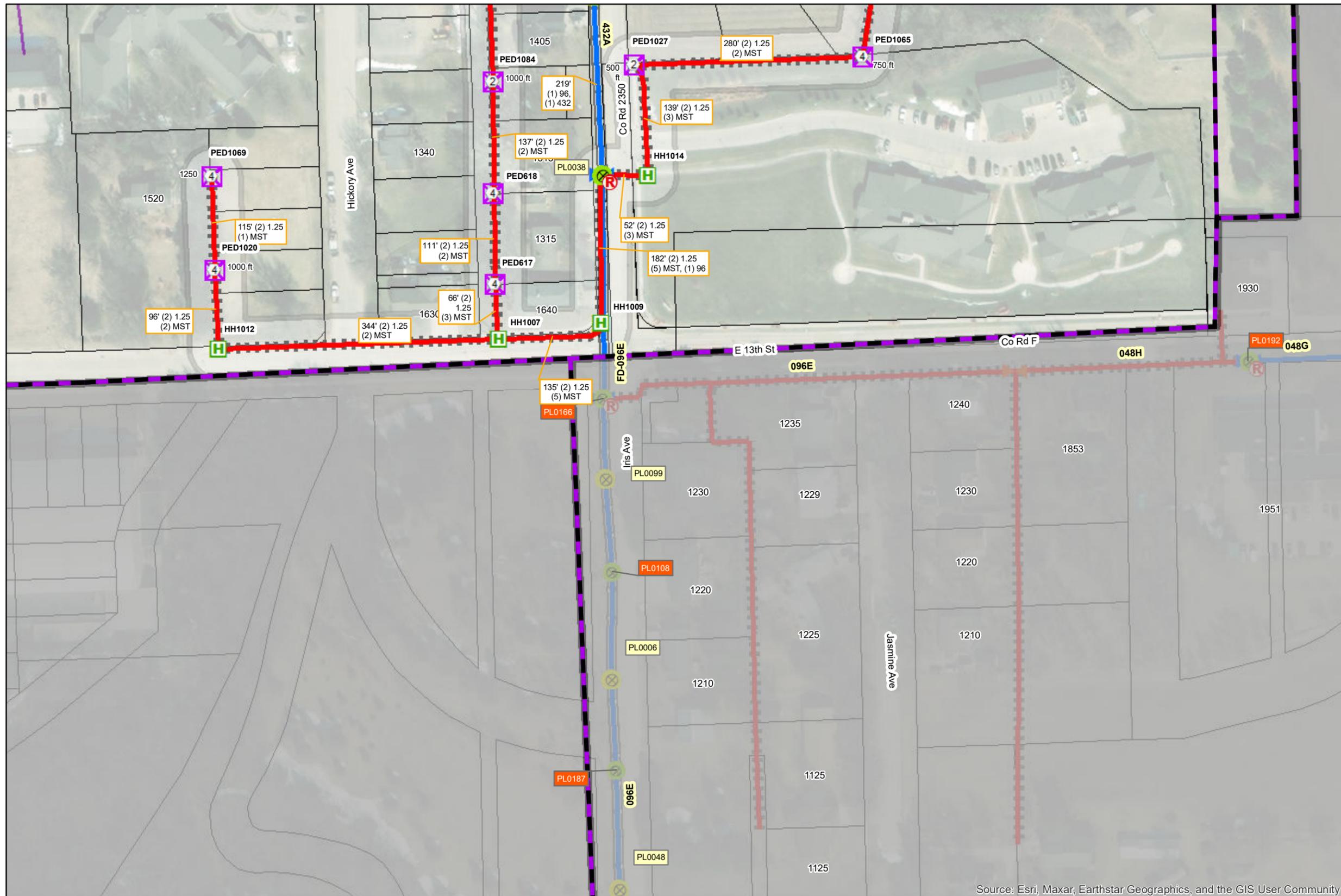


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted separately

Revisions:

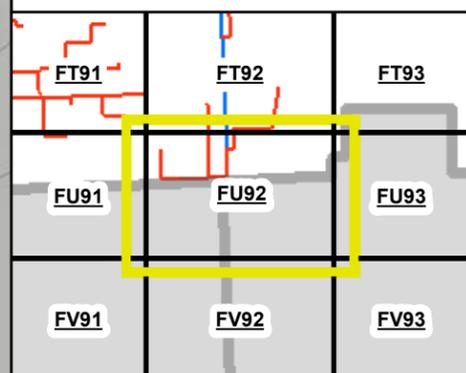




PON: CRE-01-02
DCR: DCR.number

PERMIT:
LEGEND Date: 7/21/2023

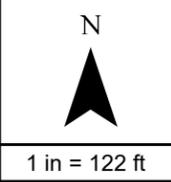
PON	STRUCTURE Small PED
FIBEREQUIPMENT MST 4	T36 Vault
MST 2	SPLICECLOSURE Underground
RISER	Aerial
POLE MR Pole Use	ROUTE Placement Type
Power	UG Bore
Telecom	Aerial Strand
POLE NO MR Pole Use	Feeder Fiber
Power	Future MDU Drop Future MDU Drop
Telecom	Conduit
	MST Runs



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Notes: PLCS Project Routes have been permitted separately

Revisions:





Application for a Permit to Occupy City of Crete Right-of-Way

(Rev. 2, 11-2015)

I Allo Communications hereby request to occupy City of Crete Right-of-
Name

Way at PON 2 (See Map for Area) with a device or structure.
Address

Description of structure or device:

FTTH to every home and business in the attached planset

- Diagram, or print included?
- Necessary permits and licenses obtained? Insurance?
- Approved by the Public Works Director _____ Date: _____

Note:

- 1) All applicants to occupy public right-of-way understand and agree that if, for any reason, the City or its agents require access; the obstruction shall be moved at the applicant's expense.
- 2) Any items approved for placement in the right-of-way shall be held to the building or property line as closely as possible.
- 3) If this is a 3rd party utility type project, all affected property owners shall be notified prior to the beginning of project by the project owner, or the project's contractor.
- 4) City Council approval is required for large projects (more than one property involved, or utility oriented projects).
- 5) All requests to occupy right-of-way must include a detailed sketch, print, or drawing with dimensions with respect to property lines, paving, curbs etc....
- 6) If this application is for underground sprinkler systems, a print or drawing of the system including location of lines and heads with measurements listed must accompany the application. Additionally, the applicant may be required to provide proof of proper permits to install, plumb, and provide backflow protection for said underground sprinkler systems.
- 7) Application for a permanent structure deemed to be a traffic or public safety hazard or which limit visibility will be denied.
- 8) An application shall be approved before any construction or installation is allowed to begin.

James Dobesh
Signature of Applicant

07/21/2023
Date of Application

ENGINEER'S BUDGETARY OPINION OF PROBABLE COST
WELL AND TRANSMISSION MAIN IMPROVEMENTS
CRETE, NEBRASKA
JEO PROJECT NO. 210597.00

Date Prepared:
 July 28, 2023



ESTIMATE OF QUANTITIES

Item #	Description	Unit	Quantity	Unit Price	Total	
GROUP A - INSTALL WELL						
1.	Mobilization	LS	1	\$50,000.00	\$50,000	
2.	Bonding and Insurance	LS	1	\$15,000.00	\$15,000	
3.	Drill 28" Bore Hole	VF	150	\$100.00	\$15,000	
4.	16" PVC Casing	VF	125	\$150.00	\$18,750	
5.	16" SS Screen (80 Slot)	VF	25	\$450.00	\$11,250	
6.	Gravel Pack	LS	1	\$7,500.00	\$7,500	
7.	Bentonite, Grout, Develop & Disinfect Well	LS	1	\$15,000.00	\$15,000	
8.	Step Drawdown and Constant Rate Pump Testing	HOUR	30	\$250.00	\$7,500	
9.	Plumbness and Alignment Test	LS	1	\$1,500.00	\$1,500	
10.	Water Quality Testing (NE)	LS	1	\$7,500.00	\$7,500	
11.	Submersible Pump, Motor, Drop Pipe, Check Valve, etc., Compl	LS	1	\$50,000.00	\$50,000	
12.	Level Transducer and Air Line, Complete	LS	1	\$2,500.00	\$2,500	
13.	Discharge Piping	LS	1	\$30,000.00	\$30,000	
14.	Magnetic Flow Meter	EA	1	\$5,000.00	\$5,000	
15.	Block Well Building, Complete	SF	220	\$900.00	\$198,000	
16.	Electrical and Controls	LS	1	\$75,000.00	\$75,000	
17.	8" PVC Water Main, DR 18	LF	200	\$70.00	\$14,000	
18.	Ductile Iron Fittings	LS	1	\$7,500.00	\$7,500	
19.	Gate Valves	LS	1	\$7,500.00	\$7,500	
20.	6" Fire Hydrant Assembly	EA	1	\$7,500.00	\$7,500	
21.	Well Site Improvements [Fence, Rock, Bollards, etc.]	LS	1	\$25,000.00	\$25,000	
22.	Erosion Control	LS	1	\$5,000.00	\$5,000	
23.	Seeding, Fertilizer, and Mulch	LS	1	\$5,000.00	\$5,000	
				Construction Subtotal	Group A	\$581,000
				Contingency	15%	\$87,150
				Total Opinion of Construction Cost - Group A		\$668,150
GROUP B - INSTALL WATER TRANSMISSION MAIN						
1.	Mobilization	LS	1	\$70,000.00	\$70,000	
2.	Bonding and Insurance	LS	1	\$20,000.00	\$20,000	
3.	12" PVC Water Main, DR 18	LF	2,050	\$85.00	\$174,250	
4.	12" PVC Water Main, DR 18, RJ, Directionally Bored	LF	500	\$150.00	\$75,000	
5.	Ductile Iron Fittings	LS	1	\$15,000.00	\$15,000	
6.	Gate Valves	LS	1	\$5,000.00	\$5,000	
7.	6" Fire Hydrant Assembly	EA	2	\$7,500.00	\$15,000	
8.	Connect to Existing Water Main	EA	1	\$2,500.00	\$2,500	
9.	Erosion Control	LS	1	\$5,000.00	\$5,000	
10.	Seeding, Fertilizer, and Mulch	LS	1	\$7,500.00	\$7,500	
				Construction Subtotal	Group B	\$389,250
				Contingency	15%	\$58,390
				Total Opinion of Construction Cost - Group B		\$447,640
				Construction Subtotal - All Groups		\$970,250
				Contingency		\$145,540
				Total Opinion of Construction Cost - All Groups		\$1,115,790
ENGINEERING SERVICES AND PROPERTY ACQUISITIONS						
1.	Engineering Services				\$185,000	
2.	Easement Acquisitions				\$30,000	
				Subtotal Engineering Services and Property Acquisition		\$215,000
				Total Opinion of Project Cost		\$1,330,790

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.



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

THIS IS AN AGREEMENT effective as of Date Signed by the Owner between City of Crete, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Well and Transmission Main Improvements (“Project”).

JEO Project Number: 210597.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Preliminary Design:	\$65,000.00	Lump Sum
Final Design:	\$50,000.00	Lump Sum
Bidding and Negotiation:	\$ 6,000.00	Lump Sum
Construction Administration:	\$40,000.00	Lump Sum
Construction Observation [RPR]:	\$24,000.00	Hourly [200 Hours Estimated]*
Total Estimated Fee:	\$185,000.00	

* Engineer’s estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer: JEO Consulting Group, Inc.

By: [REDACTED]

By: Dane Simonsen, PE

Title: [REDACTED]

Title: Senior Project Manager

Date Signed: [REDACTED]

Date Signed: July 28, 2023

Address for giving notices:

Address for giving notices:

[REDACTED]

JEO Consulting Group, Inc.

[REDACTED]

1937 North Chestnut Street

[REDACTED]

Wahoo, NE 68066

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Crete desires to construct a new well and approximately 6,250 LF of 12” PVC water transmission main to supplement the city’s water supply. This improvement is intended to replace an existing well that failed unexpectedly. The anticipated alignment and wells site are shown in the figure attached as Exhibit C.

The work to be performed by the Engineer shall generally include a wetland delineation, survey, design, development of technical specifications and drawings detailing the work, development of contract documents, permitting, as well as bidding and construction phase services.

The well and transmission main will be constructed by a Contractor under a separate construction contract, or contracts, with the City of Crete, which will be awarded through a formal bidding process.

BASIC SERVICES [LUMP SUM]

PRELIMINARY DESIGN PHASE:

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. 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.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.

30% Design Process:

- A. Attend and facilitate a project kickoff meeting with Owner to review the project scope, schedule, and requirements. **[1 Meeting]**
- B. Following confirmation by the Owner of the water transmission main alignment and well site, a boundary and topographic survey will be completed. The boundary and topographic survey to include:
 - a. Utility locates within the project area
 - b. Vertical and horizontal control for the project area
 - c. Topographic survey of well site
 - d. Topographic survey of 100-foot wide water transmission main corridor
 - e. Title research for six [6] properties
 - f. Boundary survey of six [6] properties

Exhibit A – Well and Transmission Main Improvements

- G. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project site, with the Owner. **[1 Meeting]**

FINAL DESIGN PHASE:

60% Design Process:

- A. Revise drawings following receipt of 30% review comments from internal QA/QC and comments from 30% design review meeting and plan-in-hand with Owner.
- B. Prepare 60% drawings, technical specifications, and opinion of probable cost. The 60% drawings to include the following:
 - a. Cover Sheets
 - b. Horizontal Alignment and Control Sheet
 - c. Project Location Map
 - d. Well Site Map with Property Boundaries
 - e. Well Profile Sheet
 - f. Water Transmission Main Plan and Profile Sheets
 - g. Architectural Sheet(s)
 - h. Electrical Sheet(s)
 - i. Detail Sheet(s)
- C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner for review.

90% Design Process:

- A. Revise project documents following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- B. Prepare 90% drawings, technical specifications, contract documents, and opinion of probable cost. The 90% drawings to include the following:
 - a. Cover Sheets
 - b. Horizontal Alignment and Control Sheet
 - c. Project Location Map
 - d. Well Site Map with Property Boundaries
 - e. Well Profile Sheet
 - f. Water Transmission Main Plan and Profile Sheets
 - g. Architectural Sheet(s)
 - h. Electrical Sheet(s)
 - i. Detail Sheet(s)
- C. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 90% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- E. Attend and facilitate a 90% design review meeting with Owner to review project documents and details. **[1 Meeting]**

Design Finalization:

- A. Revise project documents following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with Owner.

Exhibit A – Well and Transmission Main Improvements

- B. Prepare 100% plans, technical specifications, contract documents, and opinion of probable cost.
- C. Conduct an internal final QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 100% drawings, specifications, contract documents, and opinion of probable construction cost to Owner.
- E. Create final drawings and specification package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- F. Create legal descriptions for up to two [2] properties and provide to Owner for use in acquiring temporary and/or permanent easements. Additional legal descriptions can be provided as an additional service if needed.
- G. Submit final drawings and specifications to NDEE for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- H. Submit final drawings and specifications to BNSF Railroad for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- I. Prepare and submit a Pre-Construction Notification (i.e., permit application) package to the U.S. Army Corps of Engineers (USACE) to obtain Section 404 authorization via a Nationwide Permit (NWP). It is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOUS) would be less than 0.1 acres, avoiding the requirement for compensatory mitigation. If permanent, unavoidable impacts to WOUS exceed 0.1 acre this task may require additional services.
- J. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of the BMP's, and a manual that includes procedures, documentation, and monitoring of the SWPPP. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to NDEE to obtain an NPDES Storm Water Permit. Owner to pay all review and permit fees.

BIDDING AND NEGOTIATION PHASE:

- A. 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.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. **[1 Meeting]**
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

The lump sum fee for these services assumes a 20-week construction schedule that takes place in 2024.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete testing.

Exhibit A – Well and Transmission Main Improvements

- C. Review soil and concrete testing results, as needed. Testing costs to be paid for by Owner.
- D. Review testing results provided by the Contractor as required by the contract documents.
- E. Provide interpretation of the plans and specifications, when necessary.
- F. Review shop drawings and related data supplied by the Contractor.
- G. Provide horizontal and vertical control and survey staking for the sanitary sewer replacement. Staking shall be limited to two [4] trips.
- H. Review Contractor's payment estimates and provide to Owner for review and approval.
- I. Review change orders, if necessary, and provide to Owner for review and approval.
- J. Consult with and advise Owner during construction.
- K. Conduct a final inspection of project with the Contractor and Owner.
- L. Compile record drawings and submit to NDEE along with notice of completion.
- M. Recommend to the Owner the acceptance of the project and complete the necessary certificates.
 - a. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
 - b. Final acceptance documentation may be the final pay application.

BASIC SERVICES [HOURLY]

CONSTRUCTION OBSERVATION PHASE:

The hourly fee for these services assumes 16 weeks of active construction and part-time inspection of approximately 12 hours per week on average. It is assumed that construction will take place in 2024.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 - a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with Contractor and Engineer.
 - d. Review of materials delivered to the site for specification compliance.
 - e. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
 - f. Review and coordinate materials testing by assigned testing firm, if applicable.
 - g. Compile records for use in preparing record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting **[1 Meeting]**
- B. 30% Design Review Meeting and Plan-in-Hand **[1 Meeting]**
- C. 90% Design Review Meeting **[1 Meeting]**
- D. Bid Opening **[1 Meeting]**

Exhibit A – Well and Transmission Main Improvements

- E. Pre-Construction Meeting [**1 Meeting**]

ESTIMATED TIME FRAME:

- A. Preliminary Design Phase: 150 Days from Signed Contract
- B. Final Design Phase: 90 Days from completion of Preliminary Design Phase
- C. Bidding and Negotiation Phase: 45 Days from Date of Advertisement
- D. Construction Administration Phase: Concurrent with Construction
- E. Construction Observation Phase: Concurrent with Construction

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. Identification and/or evaluation of additional water main alignments and or well sites are excluded from the scope of services.
- B. The modeling of the existing water distribution system is excluded from the scope of services.
- C. Geotechnical report and/or materials testing is excluded from the scope of services. JEO to assist NCU with soliciting proposals from geotechnical testing firms, if desired.
- D. Preparation of purchase/easement agreements, and/or negotiation and payment to property owners is excluded from the scope of services.
- E. US Army Corps of Engineers [USACE] Section 404 compensatory mitigation is excluded from the scope of services. It is assumed that less than 0.1 acres of wetlands will be impacted.
- F. Biological surveys and/or threatened and endangered species surveys, including compliance with agency requests, is excluded from the scope of services.
- G. Test pumping and/or sampling of the existing test well is excluded from the scope of services. Owner to coordinate this work prior to design.
- H. The payment of any review and/or permitting fees are excluded from the scope of services.
- I. Any meetings not outlined in the scope of services are excluded from the scope of services.
- J. Preliminary design, final design, bidding and negotiation, construction administration, and construction observation phase services for the following items are excluded from the scope of services, but could be included for the approximate fees for all phases. These approximate fees assume the work is designed and construction concurrent with the other work described in this scope of services.
 - Proposed 12” Water Main North Loop: \$15,000.00
 - Proposed 12” Water Main South Loop: \$23,000.00
 - Backup Generator and Automatic Transfer Switch: \$10,000.00

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. 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.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

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

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

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.

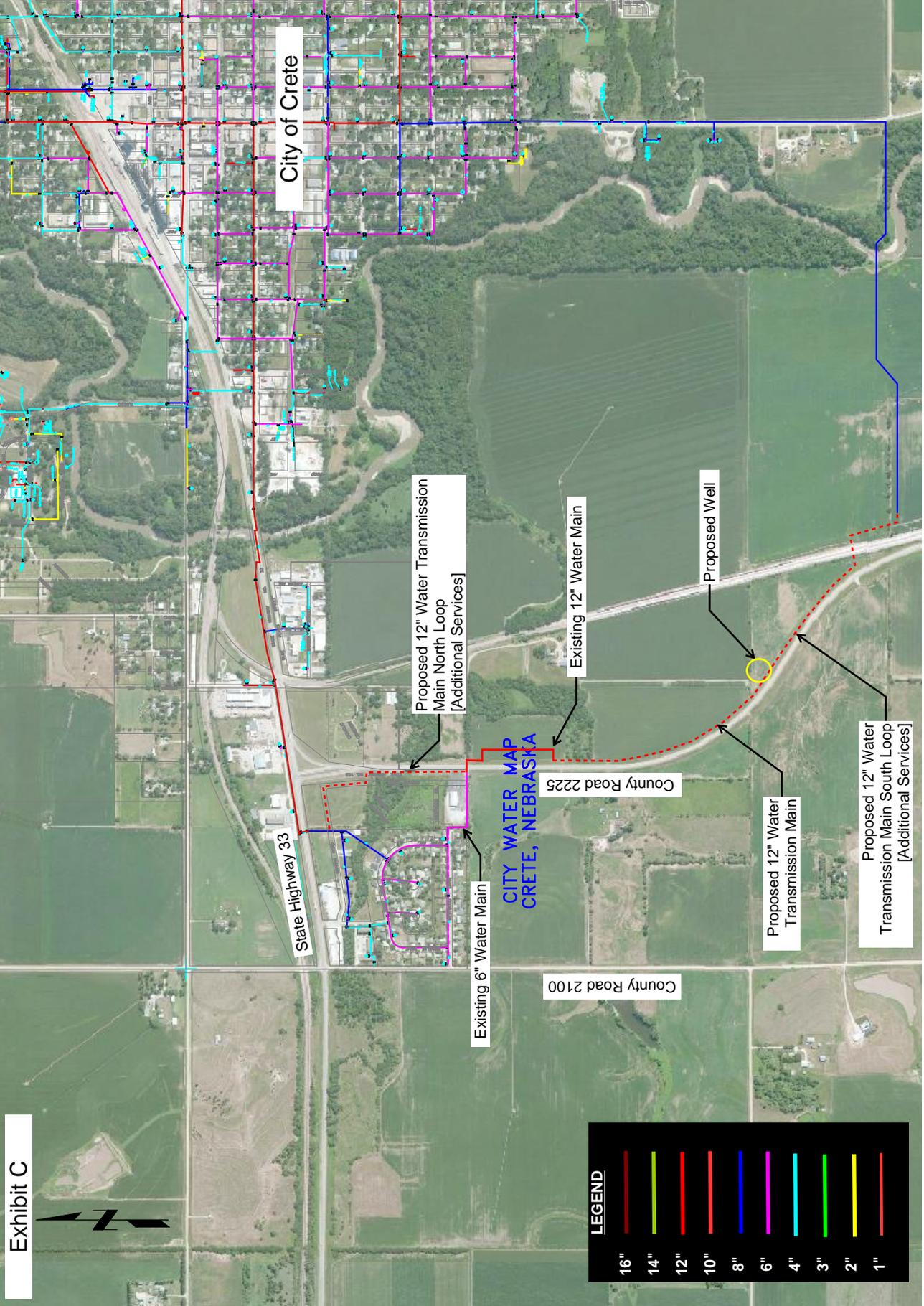
- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated 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, 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.



City of Crete

Proposed 12" Water Transmission Main North Loop [Additional Services]

Existing 12" Water Main

Proposed Well

State Highway 33

Existing 6" Water Main

CITY WATER MAP
CRETE, NEBRASKA

County Road 2100

County Road 2225

Proposed 12" Water Transmission Main

Proposed 12" Water Transmission Main South Loop [Additional Services]

LEGEND

- 16" (Red line)
- 14" (Orange line)
- 12" (Yellow line)
- 10" (Light Green line)
- 8" (Green line)
- 6" (Cyan line)
- 4" (Blue line)
- 3" (Purple line)
- 2" (Magenta line)
- 1" (Pink line)

ENGINEER'S BUDGETARY OPINION OF PROBABLE COST
WELL AND TRANSMISSION MAIN IMPROVEMENTS
CRETE, NEBRASKA
JEO PROJECT NO. 210597.00

Date Prepared:
 July 27, 2023



ESTIMATE OF QUANTITIES

Item #	Description	Unit	Quantity	Unit Price	Total
GROUP A - INSTALL WELL					
1.	Mobilization	LS	1	\$50,000.00	\$50,000
2.	Bonding and Insurance	LS	1	\$15,000.00	\$15,000
3.	Drill 28" Bore Hole	VF	150	\$100.00	\$15,000
4.	16" PVC Casing	VF	125	\$150.00	\$18,750
5.	16" SS Screen (80 Slot)	VF	25	\$450.00	\$11,250
6.	Gravel Pack	LS	1	\$7,500.00	\$7,500
7.	Bentonite, Grout, Develop & Disinfect Well	LS	1	\$15,000.00	\$15,000
8.	Step Drawdown and Constant Rate Pump Testing	HOUR	30	\$250.00	\$7,500
9.	Plumbness and Alignment Test	LS	1	\$1,500.00	\$1,500
10.	Water Quality Testing (NE)	LS	1	\$7,500.00	\$7,500
11.	Submersible Pump, Motor, Drop Pipe, Check Valve, etc., Compl	LS	1	\$50,000.00	\$50,000
12.	Level Transducer and Air Line, Complete	LS	1	\$2,500.00	\$2,500
13.	Discharge Piping	LS	1	\$30,000.00	\$30,000
14.	Magnetic Flow Meter	EA	1	\$5,000.00	\$5,000
15.	Block Well Building, Complete	SF	220	\$900.00	\$198,000
16.	Electrical and Controls	LS	1	\$75,000.00	\$75,000
17.	Backup Generator and ATS	LS	1	\$75,000.00	\$75,000
18.	8" PVC Water Main, DR 18	LF	200	\$70.00	\$14,000
19.	Ductile Iron Fittings	LS	1	\$7,500.00	\$7,500
20.	Gate Valves	LS	1	\$7,500.00	\$7,500
21.	6" Fire Hydrant Assembly	EA	1	\$7,500.00	\$7,500
22.	Well Site Improvements [Fence, Rock, Bollards, etc.]	LS	1	\$25,000.00	\$25,000
23.	Erosion Control	LS	1	\$5,000.00	\$5,000
24.	Seeding, Fertilizer, and Mulch	LS	1	\$5,000.00	\$5,000
Construction Subtotal Group A					\$656,000
Contingency 15%					\$98,400
Total Opinion of Construction Cost - Group A					\$754,400
GROUP B - INSTALL WATER TRANSMISSION MAIN					
1.	Mobilization	LS	1	\$70,000.00	\$70,000
2.	Bonding and Insurance	LS	1	\$20,000.00	\$20,000
3.	12" PVC Water Main, DR 18	LF	5,450	\$85.00	\$463,250
4.	12" PVC Water Main, DR 18, RJ, Directionally Bored	LF	500	\$150.00	\$75,000
5.	12" PVC Water Main, DR 18, RJ	LF	300	\$95.00	\$28,500
6.	24" Steel Casing, 0.375" Thickness, Jack and Bore	LF	300	\$650.00	\$195,000
7.	Ductile Iron Fittings	LS	1	\$25,000.00	\$25,000
8.	Gate Valves	LS	1	\$10,000.00	\$10,000
9.	6" Fire Hydrant Assembly	EA	4	\$7,500.00	\$30,000
10.	Connect to Existing Water Main	EA	2	\$2,500.00	\$5,000
11.	Erosion Control	LS	1	\$15,000.00	\$15,000
12.	Seeding, Fertilizer, and Mulch	LS	1	\$20,000.00	\$20,000
Construction Subtotal Group B					\$956,750
Contingency 15%					\$143,520
Total Opinion of Construction Cost - Group B					\$1,100,270
Construction Subtotal - All Groups					\$1,612,750
Contingency					\$241,920
Total Opinion of Construction Cost - All Groups					\$1,854,670
ENGINEERING SERVICES AND PROPERTY ACQUISITIONS					
1.	Engineering Services				\$230,000
2.	Easement Acquisitions				\$30,000
Subtotal Engineering Services and Property Acquisition					\$260,000
Total Opinion of Project Cost					\$2,114,670

JEO Consulting Group Inc.'s (JEO) Opinions of Probable Cost provided for herein are to be made on the basis of JEO's experience and qualifications and represent JEO's best judgment. However, since JEO has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, JEO cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Opinions of Probable Cost prepared by JEO.



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

THIS IS AN AGREEMENT effective as of Date Signed by the Owner between City of Crete, Nebraska (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Well and Transmission Main Improvements (“Project”).

JEO Project Number: 210597.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Preliminary Design:	\$80,000.00	Lump Sum
Final Design:	\$62,000.00	Lump Sum
Bidding and Negotiation:	\$ 6,000.00	Lump Sum
Construction Administration:	\$45,000.00	Lump Sum
Construction Observation [RPR]:	\$37,000.00	Hourly [300 Hours Estimated]*
Total Estimated Fee:	\$233,000.00	

* Engineer’s estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Engineer: JEO Consulting Group, Inc.

By: _____

By: Dane Simonsen, PE

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: July 26, 2023

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.

1937 North Chestnut Street

Wahoo, NE 68066

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. 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.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

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

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

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, 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.

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Crete desires to construct a new well and approximately 6,250 LF of 12” PVC water transmission main to supplement the city’s water supply. This improvement is intended to replace an existing well that failed unexpectedly. The anticipated alignment and wells site are shown in the figure attached as Exhibit C.

The work to be performed by the Engineer shall generally include a wetland delineation, survey, design, development of technical specifications and drawings detailing the work, development of contract documents, permitting, as well as bidding and construction phase services.

The well and transmission main will be constructed by a Contractor under a separate construction contract, or contracts, with the City of Crete, which will be awarded through a formal bidding process.

BASIC SERVICES [LUMP SUM]

PRELIMINARY DESIGN PHASE:

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. 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.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.

30% Design Process:

- A. Attend and facilitate a project kickoff meeting with Owner to review the project scope, schedule, and requirements. **[1 Meeting]**
- B. Following confirmation by the Owner of the water transmission main alignment and well site, a boundary and topographic survey will be completed. The boundary and topographic survey to include:
 - a. Utility locates within the project area
 - b. Vertical and horizontal control for the project area
 - c. Topographic survey of well site
 - d. Topographic survey of 100-foot wide water transmission main corridor
 - e. Title research for six [6] properties
 - f. Boundary survey of six [6] properties

Exhibit A – Well and Transmission Main Improvements

- G. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project site, with the Owner. **[1 Meeting]**

FINAL DESIGN PHASE:

60% Design Process:

- A. Revise drawings following receipt of 30% review comments from internal QA/QC and comments from 30% design review meeting and plan-in-hand with Owner.
- B. Prepare 60% drawings, technical specifications, and opinion of probable cost. The 60% drawings to include the following:
 - a. Cover Sheets
 - b. Horizontal Alignment and Control Sheet
 - c. Project Location Map
 - d. Well Site Map with Property Boundaries
 - e. Well Profile Sheet
 - f. Water Transmission Main Plan and Profile Sheets
 - g. Architectural Sheet(s)
 - h. Electrical Sheet(s)
 - i. Detail Sheet(s)
- C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner for review.

90% Design Process:

- A. Revise project documents following receipt of 60% review comments from internal QA/QC and comments from 60% design review by Owner.
- B. Prepare 90% drawings, technical specifications, contract documents, and opinion of probable cost. The 90% drawings to include the following:
 - a. Cover Sheets
 - b. Horizontal Alignment and Control Sheet
 - c. Project Location Map
 - d. Well Site Map with Property Boundaries
 - e. Well Profile Sheet
 - f. Water Transmission Main Plan and Profile Sheets
 - g. Architectural Sheet(s)
 - h. Electrical Sheet(s)
 - i. Detail Sheet(s)
- C. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 90% drawings, technical specifications, contract documents, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- E. Attend and facilitate a 90% design review meeting with Owner to review project documents and details. **[1 Meeting]**

Design Finalization:

- A. Revise project documents following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with Owner.

Exhibit A – Well and Transmission Main Improvements

- B. Prepare 100% plans, technical specifications, contract documents, and opinion of probable cost.
- C. Conduct an internal final QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 100% drawings, specifications, contract documents, and opinion of probable construction cost to Owner.
- E. Create final drawings and specification package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- F. Create legal descriptions for up to six [6] properties and provide to Owner for use in acquiring temporary and/or permanent easements. Additional legal descriptions can be provided as an additional service if needed.
- G. Submit final drawings and specifications to NDEE for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- H. Submit final drawings and specifications to BNSF Railroad for review, approval, and issuance of construction permits. Owner to pay all review and permit fees.
- I. Prepare and submit a Pre-Construction Notification (i.e., permit application) package to the U.S. Army Corps of Engineers (USACE) to obtain Section 404 authorization via a Nationwide Permit (NWP). It is anticipated that permanent, unavoidable impacts to waters of the U.S. (WOUS) would be less than 0.1 acres, avoiding the requirement for compensatory mitigation. If permanent, unavoidable impacts to WOUS exceed 0.1 acre this task may require additional services.
- J. Design a Storm Water Pollution Prevention Plan (SWPPP) to consist of site plans illustrating the locations of Best Management Practices (BMP's), details for the installation of the BMP's, and a manual that includes procedures, documentation, and monitoring of the SWPPP. Coordinate the Owner's signature and submit a Notice of Intent (NOI) to NDEE to obtain an NPDES Storm Water Permit. Owner to pay all review and permit fees.

BIDDING AND NEGOTIATION PHASE:

- A. 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.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. **[1 Meeting]**
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.
- G. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

The lump sum fee for these services assumes a 24-week construction schedule that takes place in 2024.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Assist the Owner with securing quotes for a geotechnical engineer to complete soil and concrete testing.

Exhibit A – Well and Transmission Main Improvements

- C. Review soil and concrete testing results, as needed. Testing costs to be paid for by Owner.
- D. Review testing results provided by the Contractor as required by the contract documents.
- E. Provide interpretation of the plans and specifications, when necessary.
- F. Review shop drawings and related data supplied by the Contractor.
- G. Provide horizontal and vertical control and survey staking for the sanitary sewer replacement. Staking shall be limited to two [4] trips.
- H. Review Contractor's payment estimates and provide to Owner for review and approval.
- I. Review change orders, if necessary, and provide to Owner for review and approval.
- J. Consult with and advise Owner during construction.
- K. Conduct a final inspection of project with the Contractor and Owner.
- L. Compile record drawings and submit to NDEE along with notice of completion.
- M. Recommend to the Owner the acceptance of the project and complete the necessary certificates.
 - a. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
 - b. Final acceptance documentation may be the final pay application.

BASIC SERVICES [HOURLY]

CONSTRUCTION OBSERVATION PHASE:

The hourly fee for these services assumes 20 weeks of active construction and part-time inspection of 15 hours per week on average. It is assumed that construction will take place in 2024.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 - a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with Contractor and Engineer.
 - d. Review of materials delivered to the site for specification compliance.
 - e. Assist the Engineer in providing interpretation of the plans and specifications to the Contractor.
 - f. Review and coordinate materials testing by assigned testing firm, if applicable.
 - g. Compile records for use in preparing record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting **[1 Meeting]**
- B. 30% Design Review Meeting and Plan-in-Hand **[1 Meeting]**
- C. 90% Design Review Meeting **[1 Meeting]**
- D. Bid Opening **[1 Meeting]**

Exhibit A – Well and Transmission Main Improvements

- E. Pre-Construction Meeting [**1 Meeting**]

ESTIMATED TIME FRAME:

- A. Preliminary Design Phase: 150 Days from Signed Contract
- B. Final Design Phase: 90 Days from completion of Preliminary Design Phase
- C. Bidding and Negotiation Phase: 45 Days from Date of Advertisement
- D. Construction Administration Phase: Concurrent with Construction
- E. Construction Observation Phase: Concurrent with Construction

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. Identification and/or evaluation of additional water main alignments and or well sites are excluded from the scope of services.
- B. The modeling of the existing water distribution system is excluded from the scope of services.
- C. Geotechnical report and/or materials testing is excluded from the scope of services. JEO to assist NCU with soliciting proposals from geotechnical testing firms, if desired.
- D. Preparation of purchase/easement agreements, and/or negotiation and payment to property owners is excluded from the scope of services.
- E. US Army Corps of Engineers [USACE] Section 404 compensatory mitigation is excluded from the scope of services. It is assumed that less than 0.1 acres of wetlands will be impacted.
- F. Biological surveys and/or threatened and endangered species surveys, including compliance with agency requests, is excluded from the scope of services.
- G. Test pumping and/or sampling of the existing test well is excluded from the scope of services. Owner to coordinate this work prior to design.
- H. The payment of any review and/or permitting fees are excluded from the scope of services.
- I. Any meetings not outlined in the scope of services are excluded from the scope of services.



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Date of Event 8-26-2023

Start Time of Event 6:00 pm

Finish Time of Event 10:00 pm

Location of Event

CRETE MUNICIPAL AIRPORT
(HANGER)

This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed NA

DO NOT WRITE IN THIS SPACE

Application # 0E23-04

Public Works Review [checked] w/ comment !?

Emergency Services Review

Council Meeting Date

8-1-23

Approved

Denied

Insurance Certificate Required [checked]

Ins. Cert. Received [checked]

Conditions listed on back

* Less than 400' available from City.
* How many cones?

Special Equipment Estimate of 600' SNOW FENCE, ORANGE TRAFFIC CONES AND (4) 55 GALLON TRASH BARRELS

Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK COCHMAN - EXECUTIVE DIRECTOR

Address 1302 LINDEN, CRETE NE 68333

Phone OFFICE # 402-826-2136 CELL # 402-641-2821

Signature of Responsible Party [Handwritten Signature]

REQUIRED ATTACHMENTS:

Diagram or print of location of event.

If alcoholic liquor will be served, copy of SDL.

If alcoholic liquor will be served, description of barricades, devices, security measures, etc.

to ensure compliance with The Nebraska Liquor Control Act:

EXISTING CHAIN LINK FENCE AND SNOW FENCE TO CREATE BARRIER
VOLUNTEER OR HIRED SECURITY
SDL PROVIDED BY VENDORS

Copy of insurance covering event with City of Crete as named insured.

PARKING

EMERGENCY EXIT

check chairs

Gate

4 1/2' ChainLink Fence

BAND

Office Area

85'

POP/WATER

FOOD

SIDEWALK

ChainLink Fence

20' SNOWFENCE

Wash. Station

Porta Potties

7x7

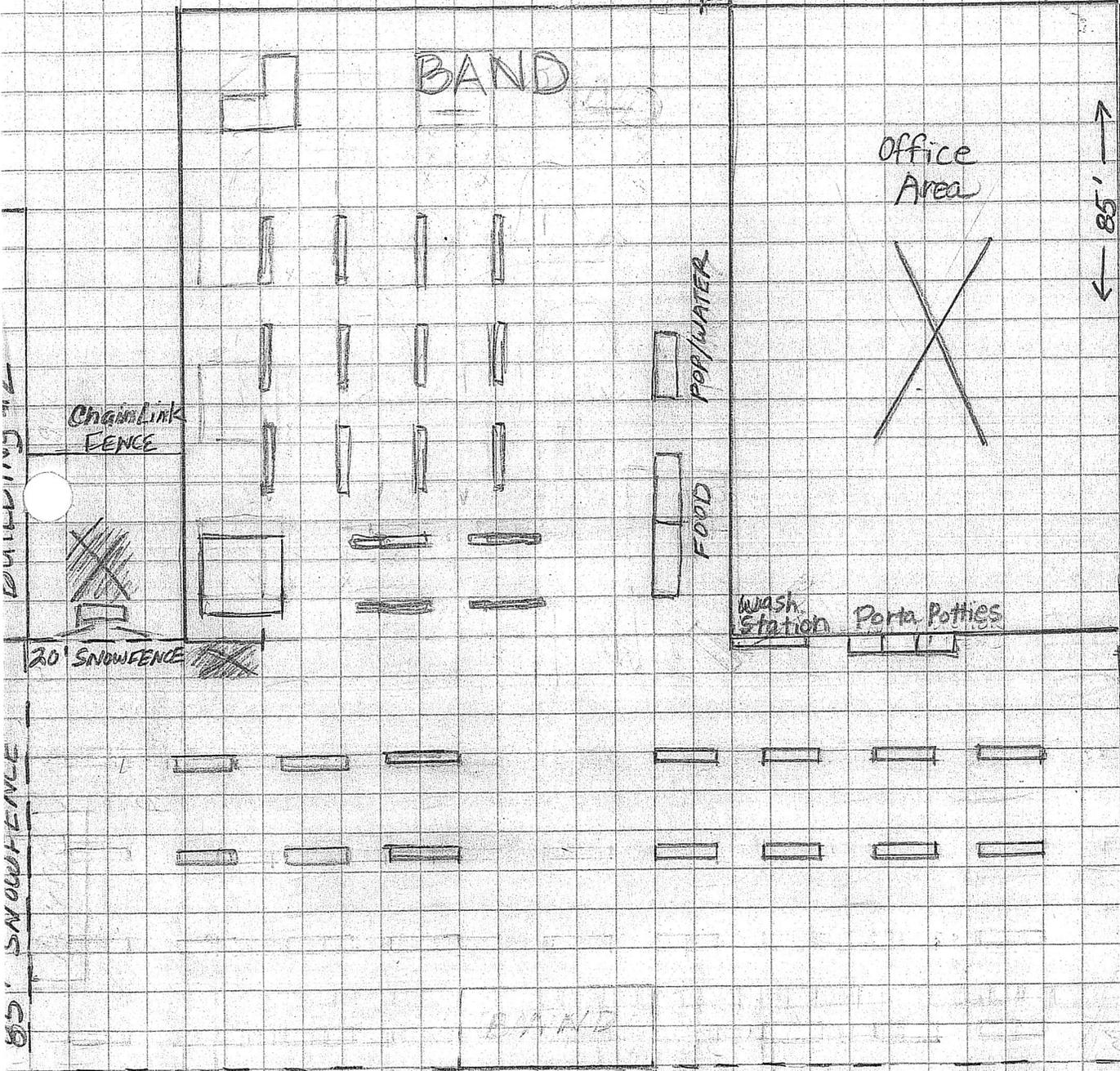
140' SNOWFENCE

85' SNOWFENCE

BANK

GRASSY AREA

147' SNOWFENCE



RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA, TO APPOINT MEMBERS OF ITS COUNCIL TO THE SALINE COUNTY RAILROAD TRANSPORTATION DISTRICT.

WHEREAS, at its August 16, 2022 Council Meeting, the Council of the City of Crete passed a resolution to form a Railroad Transportation Safety District.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRETE, NEBRASKA:

Section 1. That the members of the Railroad Transportation Safety District from the City of Crete shall be Dale Strehle, Anthony Fitzgerald, and Kyle Frans.

Section 2. This resolution shall be in force and effect from and after its adoption as provided by law.

PASSED AND APPROVED this ____ day of _____, 2023

Mayor

Attest:

City Clerk

Rural and Tribal Assistance Pilot Program

The Rural and Tribal Assistance (RTA) Pilot Program is a five-year discretionary program through the U.S. Department of Transportation.

Purpose of the Grant

The purpose of the RTA is to provide early-stage development assistance for rural and tribal infrastructure projects.

Eligible Applicants

1. Rural local governments (population < 150,000)
2. Political subdivisions
3. States
4. Tribes
5. Department of Hawaiian Home Lands

Funding Availability

- \$3.4 million for FY22 and FY23
- For FY24-FY26, “progressively more funding available each year.”

Eligible Activities

- Financial Assistance
 - Revenue Forecasting, Benefit Cost Analysis, Financial Feasibility Analysis
- Technical Assistance
 - Project Planning, Feasibility Studies, Environmental, Public Engagement, etc.
- Legal Assistance
 - Statutory and regulatory framework, Concession agreement, procurement support

Match Requirement

- None

Grant Award

- FY22: \$150,000 to \$320,000
- FY23: \$150,000 to \$360,000

RTA Evaluation Criteria

- Criterion #1: Appropriate of services requested
 - Current state of the project’s development
 - Will the grant fund services that will forward the project
- Criterion #2: Visibility of grant funds requested
 - Capacity/experience of person/firm providing service
 - Scope and Fee is reasonable

Grant Application Cycle

- August 14, 2023

RTA Requirements

Per the Program's requirements, projects receiving assistance under this Program must be reasonably expected to be eligible for any one or more of the USDOT's lending or grant programs.