

CITY OF CRETE, NEBRASKA  
CITY COUNCIL REGULAR MEETING

April 6, 2021

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting

2. Roll Call

Brian  
Carnes: Absent

Travis  
Sears: Present

Dale  
Strehle: Present

Present: 2, Absent: 1.

3. Items of Business

A. Discuss and provide a recommendation to the City Council on entering into a contract for \$22,085 with JEO for the development of a Utility Emergency Response Plan.

Recommend City Council approval of the contract with JEO for \$22,085 Carried with a motion by Travis Sears and a second by Dale Strehle.

Brian Carnes: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

City Administrator Tom Ourada explained that the Utility Emergency Response Plan is required and that JEO has staff with experience with Nebraska Emergency Management for developing the plan.

B. Discuss and provide a recommendation to the City Council on adjusting the monthly rates on parking spaces in the city parking lot at 12th and Norman for volume pricing.

Recommend approving a reduced rate of \$15.00 each per month for 10 or more parking spaces and a 12 month term at the paved lot at 12th Street and Norman Avenue with the regular rate remaining at \$25.00 per month. Carried with a motion by Travis Sears and a second by Dale Strehle.

Brian Carnes: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

City Administrator Tom Ourada explained that he is still getting requests for at least 10 spaces in the paved lot at 12th Street and Norman Avenue if the rate can be reduced.

- C. Discuss and provide a recommendation to the City Council on entering into a contract for \$28,350 with Speece Lewis for engineering services related to the 22nd Street box culvert project.

Recommend City Council approval of the contract with Speece Lewis Engineers for the design of a box culvert at Walnut Creek and 22nd Street at a cost of \$28,340.00. Carried with a motion by Travis Sears and a second by Dale Strehle.

Brian Carnes: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

City Administrator Tom Ourada explained that Speece Lewis estimates that a box culvert, lift station and paving could be done for under \$1,000,000 while the last recommendation we received was for a bridge at over \$2,000,000. He recommended that it would be a good idea to see plans for the box culvert.

- D. Review, discuss, and provide a recommendation to the City Council on approving the bid for the Wildwood Pool Splashpad project.

Table this item until the April 20, 2021 meeting. Carried with a motion by Travis Sears and a second by Dale Strehle.

Brian Carnes: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

City Administrator Tom Ourada reported that the bids was a bit high and the engineer and contractor thought that they could make changes to bring the price back to the original estimate. We have not received the updated information from the engineer at this time.

- E. Discuss and provide a recommendation to the City Council on approving the engineering plans for the North Crete 2021 Gap Paving Project and setting a bid letting date.

Recommend approval of the preliminary plans with the recommended change to the 24th Street sidewalk, and set the bid opening date for May 11, 2021 at 11:00 AM. Carried with a motion by Travis Sears and a second by Dale Strehle.

Brian Carnes: Aye, Travis Sears: Aye, Dale Strehle: Aye  
Aye: 3, No: 0

Nathan Boone of JEO Consulting presented preliminary plans for the gap paving improvement to 18th, 19th, 20th, 24th and Norman streets. The only suggested change was to the sidewalk on the north side of 24th Street. City Administrator Tom Ourada and Boone will work on a revised plan for that portion of the sidewalk. Boone suggested May 13th at 11:00 AM for a bid opening date.

4. Officers' Reports  
5. Adjournment

Mayor

(SEAL)

City Clerk

I, Judi Meyer, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

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City Clerk

(S E A L)



## EXHIBIT A - SCOPE OF SERVICES

### City of Crete Risk and Resiliency Assessment and Emergency Response Plan JEO Project No. 210405.00

#### **Overview:**

This document contains information related to the development of a Utility Emergency Response Plan (ERP). The America's Water Infrastructure Act (AWIA) of 2018 Section 2013(b) establishes a requirement that drinking water utility serving greater than 3,300 people develop a plan to address the overall resilience of the utility as well as plan for responses to a range of natural and manmade hazards. The required process includes two specific efforts. First, utilities must conduct a Risk and Resilience Assessment. The second phase includes the development of an ERP which meets the EPA requirements and any associated state requirements. The following table delineates the timeline for each phase for the City of Crete.

Population served by utility	Deadline for Risk and Resilience Assessment	Deadline for ERP
3,301 – 49,999	June 30, 2021	December 31, 2021

For the completion of each phase of the process, a statement of certification must be developed and submitted electronically to the EPA. In addition to the development of the plan, the utility is expected to make annual updates to maintain the plan as well as complete a five-year review of the Risk and Resilience Assessment and update of the ERP.

#### **Approach:**

To ensure the final ERP conforms with the planning requirements established in the AWIA 2018, it is proposed that the checklists and templates provided by the EPA would be utilized. The EPA has made available a Risk and Resilience Assessment checklist that would be employed for the first phase of the projects. JEO recognizes that each drinking water utility is unique and thus would work closely with utility staff to conduct a thorough review of the facility. This assessment would take place as a part of a facilitated discussion. JEO would work with the utility senior staff to define a list of staff necessary to complete the assessment process. JEO would provide staff to lead the discussion as well as staff to capture critical information necessary to develop the ERP. Upon completion of the facilitated discussion, JEO staff will complete all required paperwork including (but not limited to) the Risk and Resilience Assessment form, a draft statement of completion for submission to the EPA, and a summary report of the data collected.

It is recommended that the meeting to complete the Risk and Resilience Assessment not focus exclusively on the information required for that document. The suggested approach would be to look at all information required for the ERP and develop as much of that information during the discussion as possible. Using this approach should reduce the number of meetings and conversations required to complete the final ERP. JEO will prepare all meeting materials, presentation aids, data collection tools,

and a list of topics to be addressed. Utility staff will be responsible for identifying critical staff, participating in the planning discussion, providing any existing plans and/or information regarding emergency response, and responding to requests for information.

Upon completion of the Risk and Resilience Assessment, JEO will begin developing an approach to complete the ERP. The initial step will identify any remaining data gaps and working with utility staff to address the deficiencies. JEO will submit a request for information to the utility staff in writing. JEO staff will also begin developing the ERP. The ERP will contain information to satisfy the AWIA 2018 planning requirements. Topics to be addressed are outlined in the following section.

- I) Utility information
  - a. Overview
  - b. Personnel
  - c. Primary utility components
  - d. Chemical Handling and Storage Facilities
  - e. Safety
  - f. Response resources
  - g. Key local services
- II) Resilience strategies
  - a. Emergency response roles
  - b. Incident Command System (ICS)
  - c. Communications (internal, external, critical customers, responders)
  - d. Media outreach and communication
  - e. Public notification templates
- III) Emergency plans and procedures
  - a. Core response procedures
  - b. Incident specific response procedures
- IV) Mitigation actions
  - a. Alternative source water options and interconnected utilities
  - b. Other mitigation actions
- V) Detection strategies
  - a. Unauthorized entry into utility facility
  - b. Water contamination
  - c. Cyber intrusion
  - d. Hazardous chemical release
  - e. Natural hazards
  - f. Power outages

While it is not a required component for EPA approval, JEO would strongly recommend finishing the process with a facilitated functional exercise. Functional exercises provide an opportunity for utility staff and other stakeholders to walk through the final plan to increase familiarity with the document and to ensure the information captured during the planning process and included in the plan accurately reflects the staff and materials available to respond to incidents as well as the specific protocols that would be employed.

## **Meetings and deliverables:**

It is expected that the JEO planning team would meet with the utility staff up to six times throughout the planning process. These meetings may include project kick-off meeting, workshop prep meeting, Risk and Resilience Assessment workshop, two meetings with utility staff to collect and/or review data, and one meeting to review the final planning document (not the functional exercise). If the client would like to include the functional exercise that would be a separate workshop style meeting.

Final deliverables of this project include a completed Risk and Resilience Assessment, a completed ERP conforming with the planning requirement established in AWIA 2018, two statements of certification of completion (assessment and plan), and relevant electronic files (i.e. maps, shapefiles, tables, etc.) as requested by the client. The ERP will be provided to the client in both a PDF and Word document format.

A summarized scope of services is outlined.

### **Task 1: Risk and Resilience Assessment**

Meeting and Assessment workshop with City Project Team

- JEO will facilitate an assessment workshop for the city's utility department
- Previous assessments will be evaluated
- Draft Assessment and Certification will be completed
- Deliverables: Draft Assessment and certification for EPA submittal

### **Task 2: Development of the Emergency Response Plan**

JEO will develop an ERP for Crete's drinking water system

- Data collection and evaluation
- Facilitate up to two meetings for development of strategic actions for system
- Develop ERP based on risk assessment, data collection, and strategic action input
- Acquire any additional items & back up documentation as needed for the applications
- Discuss draft ERP with city staff for comments or changes prior to finalizing document
- Deliverables:
  - Draft ERP for the City's review and approval
  - Prepare ERP certification for EPA submittal
  - Two printed and/or digital copies of final ERP

### **Task 3: Project Management**

Project management and development of project status reports

- JEO and the city's utility department will attend the project kick-off meeting
- JEO will develop and submit monthly progress reports that can be shared with City staff and council members
- Communication with agencies external to the City's utility section
- Deliverables: Monthly Progress Reports for duration of the project

**Fee:**

	Project Manager	Planner	Project Engineer	Intern	
	\$135	\$100	\$200	\$60	
<b>Task 1: Risk and Resilience Assessment</b>					
Meeting with the project team	4	4	3	0	\$1,540
Material/meeting prep	6	10	3	8	\$2,890
Assessment workshop facilitation	6	6	6	6	\$2,970
Summary report	1	6	2	1	\$1,195
Prepare a draft Assessment certification of completion statement		1			\$100
<b>Task 1 Total</b>	<b>14</b>	<b>27</b>	<b>14</b>	<b>15</b>	<b>\$8,695</b>
<b>Task 2: ERP Development</b>					
Data collection		8		6	\$1,160
Plan writing		36	4	24	\$5,840
QAQC	8	4	4		\$2,280
Data collection meetings*	4	4	2	2	\$1,460
Prepare a draft ERP certification of completion statement		1			\$100
<b>Task 2 Total</b>	<b>12</b>	<b>53</b>	<b>10</b>	<b>32</b>	<b>\$10,840</b>
<b>Task 3: Project Management</b>					
Budget management/progress reports	6				\$810
Communication with agencies external to utility	4	4	4		\$1,740
<b>Task 3 Total</b>	<b>10</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>\$2,550</b>
<b>PROJECT TOTAL (including Tasks 1,2&amp;3)</b>					<b>\$22,085</b>

\*Meetings may be held in-person or remotely depending on client and JEO preference. The fee assumes half of all meetings will be conducted via phone or video conference.

**PROPOSED PROJECT SCHEDULE:**

Task 1 will be completed by EPA's deadline of June 30, 2021, and Task 2 by December 31, 2021. To align with the City's fiscal year ending September 30, Task 2 billing will not commence until after October 1.

**PROPOSED PROJECT FEE:**

In summary, JEO proposes to perform the described services as included in the following schedule:

Task 1: Risk and Resilience Assessment	\$ 8,695.00
Task 2: ERP Development	\$10,840.00
Task 3: Project Management	<u>\$ 2,550.00</u>

**Project Total                      \$22,085.00**

Task 1 and approximately 50% of Task 3 will be billed prior to September 30, 2021, and Task 2 and the remainder of Task 3 will be billed after October 1, 2021 to allow for the project fee to be billed across two fiscal years.

This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hour rates and fees. Any additional services beyond this Scope of Services may be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

**SCOPE AND FEE EXPIRATION:**

The information contained in this Scope of Services is valid until 4/26/2021. After that date, the Scope and Fee are subject to adjustment.

**SERVICES NOT INCLUDED (If necessary, a fee for these services can be negotiated.)**

- a. Additional meetings with city utility staff or other agencies
- b. Images of the City's facilities to be included in the assessment for historical purposes
- c. Functional Exercise that could be performed at the end of the planning process; this would allow the City to test their plan to ensure that it is comprehensive and includes the needed protocols necessary if a real-world natural or man-made event would occur.
- d. Additional assessments and plans.
- e. Additional GIS analysis and mapping.

**CITY TO PROVIDE:**

- a. Any previous facility assessments that have been completed
- b. Assigned staff as point of contact
- c. Meeting place for required assessment and strategic action workshops/meetings
- d. Work collaboratively with JEO to determine specific risk and planning information
- e. Provide documents and data for assessment & plan development as needed
- f. Assist in submitting on-line certification of the Risk and Resiliency Assessment
- g. Assist in submitting on-line certification of the final Emergency Response Plan



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

THIS IS AN AGREEMENT effective as of 3/23/2021 ("Effective Date") between the City of Crete ("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:

Crete Risk and Resiliency Assessment and Emergency Response Plan ("Project").

JEO Project Number: 210405.00

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**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**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**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: \$22,085 (to be billed over two fiscal years 2021 and 2022)
- 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

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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: City of Crete

Engineer: JEO Consulting Group, Inc.



By: \_\_\_\_\_

By: Rebecca Appleford, CFM

Title: \_\_\_\_\_

Title: Senior Planner

Date Signed: \_\_\_\_\_

Date Signed: 3/23/2021

Address for giving notices:

Address for giving notices:

City of Crete

JEO Consulting Group, Inc.

243 East 13<sup>th</sup> Street

1937 N Chestnut St

Crete, NE 68333

PO Box 207

Wahoo, NE 68066



## EXHIBIT A - SCOPE OF SERVICES

**City of Crete**  
**Risk and Resiliency Assessment and Emergency Response Plan**  
**JEO Project No. 210405.00**

### **Overview:**

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### **Approach:**

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<b>PROJECT TOTAL (including Tasks 1,2&amp;3)</b>					<b>\$22,085</b>

\*Meetings may be held in-person or remotely depending on client and JEO preference. The fee assumes half of all meetings will be conducted via phone or video conference.

**PROPOSED PROJECT SCHEDULE:**

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**PROPOSED PROJECT FEE:**

In summary, JEO proposes to perform the described services as included in the following schedule:

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Task 3: Project Management	<u>\$ 2,550.00</u>

**Project Total**                      **\$22,085.00**

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This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hour rates and fees. Any additional services beyond this Scope of Services may be provided on a billable time basis in accordance with our standard Hourly Rate Schedule.

**SCOPE AND FEE EXPIRATION:**

The information contained in this Scope of Services is valid until 4/26/2021. After that date, the Scope and Fee are subject to adjustment.

**SERVICES NOT INCLUDED (If necessary, a fee for these services can be negotiated.)**

- a. Additional meetings with city utility staff or other agencies
- b. Images of the City's facilities to be included in the assessment for historical purposes
- c. Functional Exercise that could be performed at the end of the planning process; this would allow the City to test their plan to ensure that it is comprehensive and includes the needed protocols necessary if a real-world natural or man-made event would occur.
- d. Additional assessments and plans.
- e. Additional GIS analysis and mapping.

**CITY TO PROVIDE:**

- a. Any previous facility assessments that have been completed
- b. Assigned staff as point of contact
- c. Meeting place for required assessment and strategic action workshops/meetings
- d. Work collaboratively with JEO to determine specific risk and planning information
- e. Provide documents and data for assessment & plan development as needed
- f. Assist in submitting on-line certification of the Risk and Resiliency Assessment
- g. Assist in submitting on-line certification of the final Emergency Response Plan

## 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 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

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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.



March 25, 2021

Mr. Tom Ourada  
City Administrator  
City of Crete  
243 East 13<sup>th</sup> Street  
Crete NE 68333-0086

RE: Concrete Box Culvert Project  
Structure No. U0620C1005  
Located on 22<sup>nd</sup> Street between Kingwood Avenue and Ivy Avenue  
City of Crete, Nebraska

Dear Mr. Ourada,

Speece Lewis Engineers is pleased to provide the following proposal for the above referenced project:

PRELIMINARY PLANS

Speece Lewis Engineers to perform the following:

- Provide hydraulic survey: Run a profile, cross-sections, and topography survey at the above site. Hydraulic cross sections in the flood plain both upstream and downstream will be taken.
- Provide topographic survey of site
- A hydraulic analysis will be carried out for the site to determine the concrete box culvert size. Site plans and culvert plans will be prepared for bidding. The Consultant will prepare Bid Documents and Specifications and apply for permits.
- Verify floodway requirements
- Design Concrete Box Culvert with HL-93 loading
- Provide NDOT with all appropriate load rating and initial NBIS as required
- Provide roadway plans (approximately 200' west and 100' east of bridge, intent is closest tie in point)
- Provide storm drainage design
- Provide paving details
- Provide bid documents and specifications (assumes Nebraska Department of Transportation Standard Specifications for construction)
- Provide wetland delineation

- Apply for required permits, Corps (assumes Nationwide Section 14), NOI, etc. *(Note: should an Individual Corps Permit (not anticipated) or Wetland Mitigation (not anticipated) be required, a supplemental agreement will necessary.)*
- Coordination with utility companies that will be affected, these include power, Windstream, Black Hills Energy, Spectrum, and others as determined by "One-Call". Speece Lewis will also coordinate plans with the City of Crete's Utility Consultant for relocation of water and sanitary services. It is anticipated that a lift station will be required at this site.
- Provide right-of-way plans and descriptions. *(Note: City to provide title research)*

The above services will be provided for a lump sum fee of \$28,350.00 for the site. Billings will be submitted monthly based on work effort completed.

#### OBSERVATION OF CONSTRUCTION

Speece Lewis Engineers will furnish on-site construction observation under the supervision of a Licensed Engineer. Observation requirements are subject to the building procedures of the contractor and the size of the culvert. Observation of reinforcement placement and all concrete pours will be required. Speece Lewis proposes an hourly rate for the Project Manager of \$165.00 and an Inspection rate of \$75.00 per hour plus travel expenses at the current federal mileage rate per mile, plus testing laboratory cylinder breaks at cost. A staking party will consist of a 2-man survey crew which will be billed at \$140.00 per hour.

In the event observation of construction does not occur before January 1, 2023, construction observation fees may be re-negotiated.

If this proposal meets with your approval, a signed copy of this letter shall serve as a contract. Please keep one (1) copy for your files and return one (1) copy to our office.

If you have any additional questions or concerns, please contact our office.

Respectfully Submitted,

SPEECE LEWIS ENGINEERS, INC.



Christopher E. Lane, P.E.  
Vice President

ACCEPTED FOR CITY OF CRETE

By: \_\_\_\_\_

Date: \_\_\_\_\_