



The Board may vote to go into Closed Session on any agenda item as allowed by State Law.

ROUTINE BUSINESS

1. Announcement of Open Meetings Act
2. Roll Call
3. Public Works Report

CONSENT AGENDA

1. Minutes Approval for February 5, 2026
2. Agenda Approval
3. Consent Agenda

Any item listed on the Consent Agenda may, by the request of any single BOPW Member, be considered as a separate item under the Regular Agenda Section of the Agenda.

OLD BUSINESS

REGULAR BUSINESS

1. Discussion and Action – Request for approval of Olsson work order agreement in the amount of \$9,800.00 to use ground penetrating radar (GPR) to locate existing graves or other foreign materials in the former Falls City cemetery
2. Discussion and Action – Request for approval of JEO Consulting Group Inc. service agreement in the amount of \$10,000.00 to provide for GIS Professional Services associated with developing the City's Water Service Line Inventory
3. Discussion and Action – Request to approve Amendment #2 to the agreement with Miller & Associates for Project No. 495-D1-006 to prepare bidding documents and assist with EPA Community Grant Program funding requirements for plug valve installation on gravity sewer main near the Northeast Lift Station with costs not to exceed \$10,000.00
4. Discussion and Action – Consider cancellation or rescheduling of the March 5, 2026 meeting

ADJOURNMENT

Trevor Campbell, Public Works Director

REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

February 5th, 2026
2307 Barada Street
Falls City, Nebraska

A regular meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 5th day of February 2026 at 5:30 o'clock P.M. Present were: Board Members: Johansen, Rieger, Joy, Koopman and Mayor Harkendorff. Absent: Froeschl. Trevor Campbell recorded the minutes of the meeting. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Board Chairperson and all members of the Board and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Chairperson and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairperson publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

PUBLIC WORKS DIRECTOR REPORT

Trevor Campbell gave the Public Works Report. No action was required.

CONSENT AGENDA

A motion was made by Joy and seconded by Rieger to approve the consent agenda as follows: *WHEREAS*, certain business of the Board of Public Works of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and *WHEREAS*, roll call votes on each individual issue greatly extend the meeting time. *NOW, THEREFORE, BE IT HEREBY RESOLVED* BY the Board of Public Works that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution: 1. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the minutes from the January 15th, 2026, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the agenda for February 5th, 2026, is hereby approved. 3. *BE IT FURTHER RESOLVED* BY the Board of Public Works that the Consent Agenda for February 5th, 2026, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Johansen, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Froeschl. Motion carried.

APPROVAL OF LEASE AGREEMENT FROM NMC CAT FOR A CAT MODEL 265 IN THE AMOUNT OF \$9,450.00

A motion was made by Koopman and seconded by Joy to approve the lease agreement from NMC CAT for a CAT model 265 skid loader in the amount of \$9,450.00 as presented. Roll was called on this motion and the members voted as follows: "YEA" Johansen, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Froeschl. Motion carried.

CONSIDER REQUEST FOR SEWER PORTION OF A BILL TO BE WAIVED PER LETTER FROM MEYER HOME CENTER | HEATHER NOA

Following discussion and review of the submitted letter of explanation, a motion was made by Joy and seconded by Johansen to waive the sewer portion of the bill for Diana Rieschick's water leak. Roll was called on this motion and the members voted as follows: "YEA" Johansen, Rieger, Joy, Koopman. "NAY" None. "ABSENT": Froeschl. Motion carried.

MEETING ADJOURNED AT 7:03 PM

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairperson and Board on February 5th, 2026, 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; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; 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; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

SECRETARY

CHAIRPERSON

**LETTER AGREEMENT WORK ORDER
025-02249**

This exhibit dated February 9, 2026 is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 15, 2025, between the City of Falls City, NE (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

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



Exhibit A

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 1036 W 14th St, Falls City, NE 68355

Project Description: Ground penetrating radar of the former Falls City cemetery to locate existing graves or other foreign materials below the surface to an estimated depth of 5'.

Proposal Basis: This proposal scope of work is based upon the email RFP from Anthony Nussbaum of the City of Falls City, NE to Scott Koehler with Olsson on February 3, 2026.

SCOPE OF SERVICES

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

NON-DESTRUCTIVE TESTING SERVICES

Olsson will provide the following GPR inspection services:

1. We will have a technician and assistant on site for three (3) business days to conduct the GPR scanning.
 - a. We will report to Scott Koehler on site to review the inspection area and complete a JSA for the project prior to beginning work.
2. We will provide 2-D scanning of one (1) 360,000 sq. ft. estimated area that was the former City of Falls City, NE cemetery. The scanning will be completed to locate existing graves or other foreign materials within the ground to an estimated depth of 5'. The scan area is shown in blue on the picture located in Exhibit "A" in this document.
3. Penetration depth is dependent on the soil types, moisture within the soil, and the scan surface condition. The actual inspection depth is unable to be determined until inspections are completed on site due to the varying composition of soils.
4. Metal, wood, air, or other foreign materials must be present for the instrument to receive a signal response. If a grave is still present, but the materials are extremely deteriorated and/or collapsed within itself this may result in missed findings.
5. Existing graves or other foreign materials located will be marked with spray paint and/or flags for client reference and their general location will be recorded for reporting.
6. A final report will be produced to include a summary of the scope of work, the inspection findings, photos of the scanned area, scan images, and equipment information/limitations.

SAFETY EXPECTATIONS

During our proposal preparation, we have been evaluating the potential risks to our staff and therefore we want to define the assumptions and expectations necessary for the safe execution of the work.

1. We request that the Client provide safe access to the project area by mowing the grass and removing obstructions found throughout the area.
2. We would expect the Client to assist in providing access by opening gates or fences.
3. Standard PPE will be provided for our employees working on this project.
4. Olsson staff will complete daily JSA (Job Safety Analysis) reports.
5. Olsson reserves the right not to work in situations which are deemed unsafe.

CLIENT - PROVIDED INFORMATION AND SERVICES

Olsson requests that the Client provide the following documentation upon project award for the successful execution of the project:

1. Client shall have all vehicles, equipment, or other obstructions removed from the area.
2. Safe access to the site for field work.

ASSUMPTIONS AND CLARIFICATIONS

The following list of items are assumptions, clarifications, and understandings that Olsson has relative to the project that help define the expected scope of work.

1. GPR Scanner Limitations:
 - a. Scanning surface must be clean of any debris and free of all standing water.
 - b. Surface roughness must be minimal due to the clearance between scanner skid plate and scan surface.
 - c. Scan depth is estimated at 5' for locating obstructions buried throughout the inspection area depending on the soil types and scan surface condition.
 - d. Standing water or extremely saturated soils may result in missed indications.
 - e. Due to the GPR scanner's physical footprint, the following may be applicable:
 - i. 2' away from any obstruction will be excluded from the scanning area.
 - ii. 5' vertical clearance is required due to the equipment height.
 - f. Typical GPR scan accuracy:
 - i. +/- 1' for marking the center of an object.
 - ii. +/- 10 to 15% on depth measurements.

EXCLUSIONS AND ADDITIONAL SERVICES

The following is a list of additional services to our proposal that have not been included in the base scope of work, but can be included at the Client's request as an additional service following agreed upon change management procedures.

1. Private Utility Locating.
2. Any cutting, drilling, and/or digging shall be completed at the sole discretion of the client.
3. Additional underground investigation techniques or recommendations.

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

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

DELIVERABLES

Olsson has identified the following deliverables for the development of this project:

Discipline	Document Status	Revisions	Quantity
Non-Destructive Testing Services			
GPR Inspection Report	-	-	1

SCHEDULE FOR OLSSON'S SERVICES

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

Task	Estimated Duration
Client Issues Email RFP	February 3, 2026
Olsson Submits Proposal	February 9, 2026
GPR Field Work Begins	Within four (4) weeks of award.
GPR Report	Within two (2) weeks of field work.

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

COMPENSATION

Olsson will invoice the GPR services listed above after the work is completed and below are the rates of these services that were used to create the total cost listed in Table 1:

Labor

GPR Technician	per hour	90.00
Assistant Technician	per hour	75.00
Project Manager	per hour	150.00
Administrative	per hour	75.00

Equipment

GPR Equipment & Materials	per project	4,000.00
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Travel Expenses

Trip Charge	per trip	175.00
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Table 1:

Project	Task Description	Total	Fee Type
City of Falls City, NE Cemetery Plot GPR	GPR inspection of the City of Falls City former cemetery plat	\$9,800.00	Estimate - T&M

TERMS AND CONDITIONS OF SERVICE

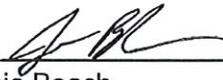
1. Olsson will require a PO prior to the work starting.
2. Compensation is based on United States Dollars.

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

Client's designated Project Representative shall be Anthony Nussbaum.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original via e-mail to Scott Finke of Olsson at sfinke@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jessie Beach
Industrial NDT Team Leader

By 
Scott Finke
Industrial NDT Group Leader

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

City of Falls City, NE

By _____
Signature

Print Name _____

Title _____

Dated: _____



February 18, 2026

Trevor Campbell
The City of Falls City, Nebraska
2307 Barada St, Falls City, NE 68355

RE: Water Service Line Inventory GIS Support
Department of Public Works

Dear Mr. Campbell:

Below is our understanding of the services you wish JEO Consulting Group, Inc. to provide for GIS Professional Services associated with developing the City's Water Service Line Inventory. JEO's General Conditions are attached.

Scope: the GIS professional services include spatially enabling account information, creating web survey forms for data input of both public and private sides, creating a dashboard for monitoring key metrics such as water service line material type and status, creating a mobile-friendly web map for data management and visualization, and ongoing data maintenance as data is gathered.

Optional Professional Services: Services would include Public Engagement (PEN) whereby by following will be provided – an outreach strategy, content, and design for all informational materials and direct mailings, digital content for social media and website, and media consulting.

Fee: **\$10,000** broken down as \$7,000 lump sum for initial GIS development and \$3,000 hourly not to exceed for data maintenance tasks.

Fee for optional professional services: \$40,000 hourly not to exceed.

Time Frame: initial development and optional PEN activities to commence within two (2) weeks and until budget is exhausted or EPA deadline of November 2027 is reached.

If this does not agree with your understanding, please notify us immediately. If you have any questions, I will be your project contact. Feel free to call me at 913-522-2535.

Sincerely,

Bryce Hirschman, GISP Senior GIS Project Manager

Select one or both from the options below:

Basic GIS Professional Services

Optional Professional Services (PEN)

The City of Falls City, Nebraska

JEO Consulting Group, Inc.

By:

By: Bryce Hirschman, GISP

Title:

Title: Senior GIS Project Manager

Date Signed: _____

Date Signed: _____

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in the attached Scope of Services. JEO shall invoice the client for these services at the fee stated in the attached Scope of Services.

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. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client'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 client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client 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 client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

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 client 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 client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt, unless prior arrangements are made. Invoices are considered past due after 30 days. Client 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 client 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 client, suspend services to the client 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 client 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 client 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 client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client 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 client 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 client are only for convenience of the client. 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

GENERAL CONDITIONS

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 client.

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

d. If there is a discrepancy between the same version of 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 client and JEO.

9. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client 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 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 client, they shall be borne by each party in proportion to its negligence.

10. 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 client 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 client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

11. 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 client 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.

12. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

13. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client 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 client 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.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

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 client 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 client and JEO and not for the benefit of any other party.

14. 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.

15. 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 client 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.

16. 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.) 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.

17. 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. JEO shall require the same of each consultant.

18. WAIVER OF CONSEQUENTIAL DAMAGES: Client and JEO expressly waive any and all claims for consequential damages for the Project including, but not limited to, loss of use, profits, business, reputation, financing, rental expenses, loss of income, and overhead.

19. DISPUTE RESOLUTION: In the event of any dispute between the Parties related to the Project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using a mediator mutually selected by the Parties. Such mediation shall be completed within forty-five (45) days of either the Party's written demand, with each Party to bear its share of the mediation fees and its own respective costs.

AMENDMENT #2
Project No. 495-D1-006

The Agreement dated March 8, 2022, between Miller & Associates, Consulting Engineers, P.C., 1111 Central Avenue, Kearney, NE 68847 ("ENGINEER"), and the City of Falls City, 2307 Barada Street, Falls City, NE 68355 ("CITY"), for a PROJECT generally described as: *Northeast Lift Station Forcemain Replacement, Falls City, Nebraska*, is hereby amended as follows:

Add the following:

SCOPE OF WORK:

- 1) Engineer will provide design services, prepare bidding documents and assist with EPA Community Grants Program funding requirements for plug valve installation on gravity sewer main near the Northeast Lift Station.
- 2) Construction Administration

FEE ARRANGEMENT:

Compensation by CITY to ENGINEER will be on an hourly basis. For the purposes of this Amendment #2, the hourly fees and rates are as follows:

Employee Classification	Rate
Professional Engineer	\$130.00
Project Manager	\$95.00
Licensed Land Surveyor	\$95.00
Senior Design Technician	\$85.00
Survey Crew	\$100.00
Technician/Resident Project Representative	\$75.00
Funding Administrator	\$65.00
CADD Draftsperson	\$75.00
Clerical / Staff Assistant	\$50.00
Mileage	IRS Rate
Reproduction Services & Shipping	At Cost
Per Diem	At Cost
Subconsultant Services	@ Cost + 5%

Excluded Services: The following services are not included in the scope of work, and (if requested) will be considered Additional Services:

1. Preparation of Storm Water Pollution Prevention Plan, if site encompasses more than 1-acre
2. On-Site Construction Observation Services
3. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services. Rebidding or renegotiating

contracts to reduce the contract costs to funds available shall be considered Additional Services.

4. Site Survey
5. Legal Land Survey
6. Specialty consulting including but not limited to security system design, data/telecommunications systems, etc.
7. Lighting and other special features.
8. Any and all permit or review fees shall be the responsibility of the Client.

Accepted this _____ day of _____, 20__.

OWNER: CITY OF FALLS CITY

Attest:

ENGINEER: MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.