




# LOWER PLATTE SOUTH natural resources district

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

Agenda Item #10

## Memorandum

**Date:** February 12, 2025  
**To:** Water Resources Subcommittee  
**From:** Drew Ratkovec, Projects Coordinator   
**Subject:** Water Resources Subcommittee Meeting Minutes – February 2025

The Water Resources Subcommittee met on February 11, 2025, at the NRD office, at 5:30 pm to take action on 3 items. Subcommittee members who participated included Don Jacobson- committee chair, Melissa Baker, Deborah Eagan, Gary Hellerich, Luke Petersen, Larry Ruth, and Anthony Schutz. Others participating included NRD Staff Mike Sousek, Dick Ehrman, Steve Herdzina, Tyler Benal, Logan Hutt, and Drew Ratkovec. Director Jacobson called the meeting to order at 5:34 pm. A quorum was present for the meeting.

### A. Consideration of a Professional Services Proposal for Ground Water Database Reconfiguration [ACTION]–

Steve Herdzina, Water Compliance Specialist, presented background information on the district's ground water database. The current database contractor used by the LPSNRD is no longer in business. Staff found another contractor, Longitude 103, as the next best option moving forward. Longitude 103 is used by 17 of the 23 NRD Districts and provides the same capabilities needed for LPSNRD to continue its groundwater activities such as well owner communication, annual reports, and certified acres. The breakdown of the costs is as follows: One-time data migration fee of \$10,000.00 (paid directly by NeDNR), Annual Service Fee of \$8,500.00, and Cost of the modification/migration of \$4,000.00. Longitude 103 will then cost \$8,500 per year as an annual service fee. Questions were answered about budget costs, any remaining contracts, and recovering data.

- Work Type: Ground Water Data
- Budget: Included in FY25 Budget
- Funding: NRD/NeDNR
- Proposal: \$12,500
  - Cost-Share Assistance from NeDNR: \$10,000
- Annual Cost: \$8,500
- Start: Upon Board Approval (February 2025)
- Completion: February 2026
- Delays: N/A
- Payers, players, & Partners: NRD, Longitude 103, NeDNR
- Legal Counsel Review: Ongoing
- Deliverables: Online Database Repository

**It was moved by Hellerich, seconded by Eagan, and approved (6 voting yes, Schutz abstaining) by the Water Resources Subcommittee to recommend that the Board of Directors approve the proposal from Longitude 103 for the ground water database for \$12,500, pending legal counsel review.**

**B. Consideration of the Agreement with HDR for Services Regarding Ground Water Management Plan (GWMP) [ACTION]–**

Dick Ehrman, Water Resources Coordinator provided information on the RFQ process for selecting a consultant to update the Ground Water Management Plan. Three firms were interviewed with HDR being selected as the preferred contractor. HDR’s scope of services is for the amount of \$315,700.00. The current plan is thirty years old and due for an update. The main topic of questions involved the FY25 budget. Not knowing what the proposal would be when preparing for FY25, NRD staff included a conservative dollar amount towards this effort. There were no concerns about the budgeted amount to last until July 2025, and from there staff will plan what is needed for the next budget cycle (FY26).

**It was moved by Baker, seconded by Eagan, and approved 7-0 by the Water Resources Subcommittee to recommend that the Board of Directors authorize the General Manager to sign the agreement in the amount of \$315,700.00 with HDR to provide services to the District in revision and update of its Ground Water Management Plan, pending legal counsel review.**

**C. Consideration of Bids for the Construction of the Weeping Water Creek 5K Structure Rehabilitation Project [ACTION]–**

Ratkovec provided background information on the project. At the September 2024 Board Meeting, the LPSNRD approved a Professional Services Agreement with Houston Engineering on the Weeping Water 5K rehabilitation project for design, permitting, and construction administration services. Since then, Houston has designed plans to repair the structure. The project consists of regrading and armoring the dam structure as well as the plunge pool with rock rip rap. The construction project was advertised for bids on January 17<sup>th</sup>, 24<sup>th</sup>, & 31<sup>st</sup>, with a bid opening on February 7<sup>th</sup>, at 2:00 pm. The LPSNRD received fourteen (14) bids from contractors, with a low bid of \$50,794.00 from Yost Excavating. See the attached recommendation memorandum from Mike Sotak, Houston Engineering, Inc. Yost Excavating has completed satisfactory work on similar projects for the NRD. This dam is classified as significant hazard.

- Work Type: Construction – Dam Structure
- Budget: Included in FY 25 Budget
- Funding: NRD
- Proposal: \$50,794.00
- Start: Upon Board Approval/March 2025
- Completion: June 2025
- Bid Using Unit Prices (Quantity per Unit)
- Delays: Weather
- Permits: NeDNR Permit, USACE 404 Nationwide Permit
- Access: No Concerns
- Payers, players, & Partners: NRD, Houston, Yost Excavating
- Legal Counsel Review: Ongoing
- Deliverables: Rehabbed Structure

**It was moved by Peterson, seconded by Hellerich, and approved 7-0 by the Water Resources Subcommittee to recommend that the Board of Directors accept the low bid from Yost Excavating for \$50,794.00 for the construction of the Weeping Water Creek 5K Structure Rehabilitation Project, pending legal counsel review.**

**Updates:**

- The LPSNRD received 52 applications for the Nitrogen Reduction Incentive Act (NiRIA) program. This covered 5,130.61 acres for a total dollar amount of \$54,744.21. LPSNRD was only allocated \$26,089.64 through the NiRIA. At the recent legislative conference, the NeDNR gave an update and informed all NRDs that submitted applications meeting specifications will receive an incentive payment. Recognition was given to staff member, Tyler Benal for his boots-on-the-ground approach to making this program move forward.
- The Janssen Road Structure is located in Seward County south of Garland. In the 2025 annual inspection, it was found to have a separated pipe structure. NRD staff met with Seward County officials and discussed a plan moving forward. Staff from both agencies agree this pipe needs to be fixed and will take the necessary steps to do that. A proposal could potentially be brought to the next subcommittee meeting.
- The Pine Lake Association dam rehabilitation project was completed in mid-2024. The LPSNRD Community Assistance Program helped fund this project through the study, design, and construction phases. Drone video footage was provided of the construction phase during the meeting and questions were asked about the program.

Meeting adjourned at 6:23

Enclosures:

Cc: Bob Andersen

Corey Wasserburger



## Memorandum

**Date:** February 3, 2025  
**To:** Water Resources Subcommittee  
**From:** Steve Herdzina, Water Resources Compliance Specialist  
**Subject:** Professional Services Proposal for Ground Water Database Reconfiguration

---

Currently, the LPSNRD is using a front end developed by Phoenix Web Group (PWG) for the groundwater database. This database is the home for all data the groundwater staff collects and houses all historical groundwater information. This data is utilized for management decisions, well owner communication, annual reports, certified acres, etc. Recently, the District was informed that PWG is no longer in business, and therefore the District needs to find another contractor for database support.

Longitude 103 is a web and database development company that is currently the active contractor utilizing their HydroData software for 17 of the 23 NRD's. LPSNRD has been aware of their capabilities but has not contracted with them due to the existing PWG database. Based on the above information, the District feels that engaging in a contract with Longitude 103 is the best option moving forward. The District will be utilizing \$10,000 in cost-share assistance from NeDNR to help mitigate the cost of transitioning to Longitude 103 and will provide NeDNR with an annual summation of certified acres.

Longitude 103 will build an online database repository so the District staff can continue their groundwater activities. Additionally, Longitude 103 is developing software called Producer Connect that will allow producers in the District to input data and receive nitrogen recommendations based on available data. This is something the LPSNRD plans to utilize in the future.

**Staff recommends that the LPSNRD Water Resources Subcommittee recommend board approval of the proposal from Longitude 103 for the ground water database for \$12,500 subject to legal review.**

Enc.

## Service Fees and Professional Services

---

### Longitude 103 HydroData Application Service Fee and Professional Services

The following fee structure is presented to **Lower Platte South Natural Resources District** (District), PO Box 83581, 3125 Portia Street, Lincoln, NE 68521, for the Annual Subscription to the HydroData Application Suite, the optional Dams Feature add-on, and additional professional services requested below. The fee is as presented, but annual renewal fees for the HydroData Application Suite and the optional Dams Feature add-on, not defined below, are subject to changes at the discretion of Longitude 103 before each renewal invoice.

The software product subject to this fee structure is the HydroData Application Suite (previously known as NRDapp). This Suite includes the HydroData Web Application accessed through hydrodata.long103.io and consists of supporting systems such as servers and databases. In addition, the HydroData Application Suite includes mobile applications that are available to access data and collect information. Other products may be offered as part of the HydroData Application Suite and may be included at the discretion of Longitude 103, but at a minimum, the Suite will include the HydroData Web Application and supporting systems that enable its operations.

The optional Dams Feature add-on provides storage of NRD-collected dam information, entry of new inspections through either web or mobile applications, and dam-specific reports. This add-on will be activated if the NRD subscribes to this feature.

### Annual Service and Optional Add-On Fees

The Annual Service Fee for the HydroData Application Suite is \$8,500.00.

An optional service within HydroData is the Dams feature. This feature houses information on the high-hazard dams owned/inspected by a District and includes a dam inspection data collection feature in the mobile apps. The Dams Feature add-on has an annual cost of \$3,000 for Districts with over 100 dams or \$1,500 for Districts with up to 100 dams. If you would like to purchase this feature, please initial here:  If you choose to purchase this feature, additional data migration costs will be necessary. An estimate of those costs will be provided as an amendment to this contract once we have reviewed your current database.

These fees will be invoiced as soon as we receive a signed contract and then invoiced each subsequent year per Section 3.1 of "The Software Agreement."

### Professional Services

Professional services are those performed by Longitude 103 outside the normal scope of service defined for the Annual Service Fee.

### Well Water Quality Feature Modifications and Migration

A modification to the well water quality feature will be necessary to incorporate the District's extensive water quality testing constituents not currently contained in HydroData. The modification will add the ability to add, edit, and query those constituents the District tests to HydroData along with the necessary drop-down options to select the constituent type, feature changes to the water quality section for layout and display of many more fields, and some changes to the graphs to allow additional trend analysis. Additionally, we will complete a migration from the current SQL Server database of the District's water quality data into HydroData. The cost for the modification and migration is \$4,000 and will be billed to the District when both are completed.

### Data Migration

In accordance with Section 4.3 of "The Software Agreement," data migration is to transfer data from files the District provides for access within the web application or other associated applications. Longitude 103 will receive the data in various formats and attempt to associate the data types to existing fields within the application's data structure. A bulk data transfer will be completed to the greatest extent possible with every effort made to complete the transfer. The migration does not include any alteration of the HydroData Application database, server, or user interface. If an alteration is required for data not tracked by the HydroData Application, a new professional services component will be scoped, and a

fee will be agreed upon to migrate and make available that data in accordance with Section 4.1 of "The Software Agreement."

Any remaining data that cannot be transferred, for reasons explained by Longitude 103, will be indicated. Importing any remaining data will be either completed by the client using the tools available within the HydroData Application, or an amendment for additional services from Longitude 103 will be created with a newly defined scope of professional service and fee as defined under Section 4.3 of "The Software Agreement."

Additionally, the District has opted into the Nebraska Department of Natural Resources (NeDNR) cost-share program to pay up to \$10,000 of the one-time data migration fee in return for the District providing an annual GIS file representing the lands that can be legally irrigated in the District (certified irrigated acreage). The GIS file will be created through a custom report and provided to NeDNR by Longitude 103 each subsequent January for 10 years after the data migration is completed. Additionally, if the District decides not to continue the HydroData subscription at any time in the future, the creation of the annual GIS file provided to NeDNR will no longer be the responsibility of Longitude 103.

The one-time data migration fee is \$10,000.00. Once the data migration is completed, \$10,000.00 will be invoiced directly to NeDNR. The District will not be responsible for any data migration costs except those outlined in the Well Water Quality Feature Modification and Migration section.

Presented By: Thad A. Kuntz  
Thad A. Kuntz, P.G., Vice President

Accepted By: \_\_\_\_\_  
Lower Platte South NRD

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



# The Software Agreement

---

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING SOFTWARE OR SERVICES FROM LONGITUDE 103. BY USING LONGITUDE 103 SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE LONGITUDE 103 SOFTWARE OR SERVICES. THIS AGREEMENT INCORPORATES THE PRODUCT APPENDICES REFERENCED BY TITLE IN THIS AGREEMENT.

This Longitude 103 Software Agreement is between the Client and Longitude 103, Inc. (“Longitude 103”) and addresses unique commercial considerations that apply to Longitude 103 Products, open-source software, and our subscription business model.

## 1. The Mechanics of the Agreement

- 1.1. **Services.** The Agreement applies to Longitude 103 Products that you purchase or for which you acquire the right to access or use, including Software Subscriptions, Professional Services, Training Services, access to Longitude 103 Online Properties and other Longitude 103 offerings. You may order Longitude 103 Products by agreeing to the “Service Fees and Professional Services” document provided for you. Affiliates of either party may conduct business under this Agreement by signing or agreeing by use of the products a “Service Fees and Professional Services” document or other document that references these General Terms and may include additional terms, define costs, and further scope of services.
- 1.2. **Structure.** The Agreement consists of three components: (1) the General Terms; (2) the Product Appendices (which may include end user license agreements) applicable to Your Products (3) “Service Fees and Professional Services” document that includes the costs of the products agreed upon at this time but may be amended upon agreement of both parties as necessary.

## 2. Term

- 2.1. **Agreement Term.** The Agreement begins on the Effective Date and continues until it is terminated as set forth below.
- 2.2. **Services Term.** Unless otherwise agreed in writing, the Service that you order will start at first use of the Service and will end at the expiration of the Services Term unless sooner terminated as set forth below. Subscriptions automatically renew for successive terms of the same duration as the original Services Term, unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term.

## 3. Fees and Payment

- 3.1. **Payment of Fees.** Unless otherwise set forth in a written document (electronic or letter), you agree to pay Fees (1) for Professional Services and Training Services no later than 30 days after the date of Longitude 103’s invoice from your agreement for those services to commence and (2) for Annual Service Fee no later than 30 days after the date of Longitude 103’s invoice of Each Year the agreement is in effect. The fee will cover 12 months of service from the date of the invoice.
- 3.2. **Basis of Fees.** The professional services fee will be agreed upon on a per project basis and the scope, fee, and notification to proceed will be set forth in a written document of “Service Fees and Professional Services”. The annual subscription fee will be presented in a “Service Fees and Professional Services” document and agreed upon before the Effective Date. That document may include additional terms for costs, fixed costs, or other terms as agreed upon.

## 4. Professional Services

- 4.1. **Component Development.** You may request additional components be developed and included in the application to further the usability of the application to your needs. Longitude 103 has exclusive rights to include those requested components within the software suite. If Longitude 103 has determined to add a component to the software suite, a “Service Fees and Professional Services” document will be agreed upon and will be subject to Section 3.1 above. All components added to the software applications will be subject to all sections of this agreement once completed.
- 4.2. **Training and support.** The annual subscription fee set forth in Section 3.2 of this agreement, entitles you to up to 20 hours of support requests and incident handling with time tracked by Longitude 103 or its affiliates. This includes only existing software components at the time of the Effective Date or most recent renewal and excludes support and development of components developed in accordance with Section 4.1. If the hours are exceeded by you, a “Service Fees and Professional Services” document will be generated for additional support hours as agreed upon.
- 4.3. **Data transfer.** You may request that data from outside of the application be transferred into the application. Longitude 103 may transfer provided data if capable and will create a “Service Fees and Professional Services” document that will be agreed upon before service begins. The fee will be subject to Section 3.1. Longitude 103 will make its best effort to



maintain data integrity but cannot guarantee data transfer accuracy and applicability to the applications and will be subject to Section 6 of this agreement.

## 5. Termination

- 5.1. Termination for Cause. Either party may terminate this Agreement by notice to the other party if (a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 9 in which case no cure period will apply), or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Longitude 103 may, at its option and without limiting its other remedies, suspend (rather than terminate) any Services if you breach the Agreement (including with respect to payment of Fees) until the breach is remedied.
- 5.2. Termination for Convenience. Either party may terminate the Agreement by notice to the other party at any time if all Services Terms have expired.
- 5.3. Effect of Termination; Survival. The termination of the service will not remove the Client's data immediately from the system and will remain under the same terms and policies for 30 days. Upon termination, Longitude 103 will, within 30 days, provide a copy of the Client's data to them in a similar manner as it was stored for no additional fee. Once the 30 days has expired, all data, including the Client's personal, business, and authentication data will be moved and destroyed from the Longitude 103 systems.

## 6. Representations and Warranties

- 6.1. Longitude 103 represents and warrants that (a) it has the authority to enter into this Agreement, (b) the Services will be performed in a professional and workmanlike manner by qualified personnel, (c) to its knowledge, the Software does not, at the time of delivery to you, include malicious mechanisms or code for the purpose of damaging or corrupting the Software and (d) the Services will comply in all material respects with laws applicable to Longitude 103 as the provider of the Services. Client represents and warrants that (a) it has the authority to enter into this Agreement, and (b) its use of Longitude 103 Products will comply with all applicable laws, and it will not use the Longitude 103 Products for any illegal activity.
  - 6.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE LONGITUDE 103 PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND LONGITUDE 103 DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. LONGITUDE 103 AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE LONGITUDE 103 PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE OR COMPLETE OR COMPLY WITH REGULATORY REQUIREMENTS, OR THAT LONGITUDE 103 WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, YOUR EXCLUSIVE REMEDY, AND LONGITUDE 103'S ENTIRE LIABILITY, WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT LONGITUDE 103 PRODUCT, OR IF LONGITUDE 103 CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, TERMINATION OF THE RELEVANT LONGITUDE 103 PRODUCT, IN WHICH CASE YOU MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT LONGITUDE 103 PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.
  - 6.3. The Longitude 103 Products have not been tested in all situations under which they may be used. Longitude 103 will not be liable for the results obtained through use of the Longitude 103 Products and you are solely responsible for determining appropriate uses for the Longitude 103 Products and for all results of such use.
7. Longitude 103's Proprietary Rights. Except as defined in Section 8 below, you acknowledge and agree that Longitude 103 and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.
  8. License from Longitude 103. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED, AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.





9. **Open-Source Program.** Purchases of Software Subscriptions entitle you to participate in Longitude 103's Open-Source Software Program, which is described in the "Open-Source End User License Agreement". The terms for this program apply only to the NRD Web Interface Application as part of the Longitude Software service suite. No other application including servers, database scripts, mobile or desktop applications, or other web interfaces owned and developed by Longitude 103 are subject to the Open-Source Program.
10. **Longitude 103 Online Properties.** You may be required to create an Account to access Longitude 103 Online Properties. You agree to provide accurate information when creating an Account. You are solely responsible for all activities in connection with your Account and will notify Longitude 103 promptly if you become aware of any unauthorized use of your Account. Your use of and access to the Longitude 103 Online Properties may also be subject to the Product Appendices applicable to the Longitude 103 Product.
11. **Evaluations.** Longitude 103 may offer Evaluation Subscriptions for evaluation and not for production purposes. Evaluation Subscriptions may be provided with limited or no support or subject to other limitations.
12. **Confidentiality**
  - 12.1. Recipient (a) may not disclose Confidential Information of a Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 9; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 9. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information. A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation, or court order but, where legally permissible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection if feasible. "Recipient" is the party receiving Confidential Information under this Agreement. "Discloser" is a party disclosing Confidential Information under this Agreement.
  - 12.2. Information is not Confidential Information, if: (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement, (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information, (d) the information is generally known or easily developed by someone with ordinary skills in the business of the Recipient, or (e) the information is licensed under an Open Source License (as defined by the Open Source Initiative (<https://opensource.org/>)).
  - 12.3. Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.
13. **Client Information, Feedback, Reservation of Rights, & Review**
  - 13.1. **Client Information.** If you provide Client Information in connection with your use of or access to Longitude 103 Products, you agree that subject to Section 9, Longitude 103, its Affiliates, and Suppliers may use such Client Information in connection with providing the Longitude 103 Products. You agree that your provision (and Longitude 103's use) of Client Information under this Agreement does not require any additional consents or licenses, will follow applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between Longitude 103 and you, you retain all other rights in and to Client Information.
  - 13.2. **Feedback.** You may be asked to voluntarily provide Longitude 103 with Feedback in connection with Longitude 103 Products but have no obligation to do so. If you choose to do so, Longitude 103 may use Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve Longitude 103 Products and other Longitude 103 offerings without attribution or compensation. You grant Longitude 103 a perpetual and irrevocable license to use all Feedback for any purpose. You agree to provide Feedback to Longitude 103 only in compliance with applicable laws and you represent that you have the authority to provide the Feedback and that Feedback will not include proprietary information of a third party.
  - 13.3. **Reservation of Rights.** Longitude 103 grants to you only those rights expressly granted in the Agreement with respect to the Longitude 103 Products and reserves all other rights in and to the Longitude 103 Products (including all intellectual property rights). Longitude 103 may collect and use for any purpose aggregate anonymous benchmark data about your use of the Longitude 103 Products. Nothing in this Agreement will limit Longitude 103 from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to you. The terms of Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.



## 14. Limitations

- 14.1. **DISCLAIMER OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 14.2. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LONGITUDE 103'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY LONGITUDE 103 WITH RESPECT TO THE PARTICULAR LONGITUDE 103 PRODUCT GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL LONGITUDE 103'S AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY LONGITUDE 103 DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF LONGITUDE 103 OR ITS AFFILIATES.

15. **Governing Law and Claims.** The Agreement, and any claim, controversy or dispute related to the Agreement, are governed by, and construed in accordance with the laws of the State of Nebraska without giving effect to any conflicts of laws provisions. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the party first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

## 16. Miscellaneous

- 16.1. **Notices.** Notices must be in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery to the address(es) or email address provided by you, including through an automated receipt or by electronic log. Any notice from you to Longitude 103 must include a copy sent to: Longitude 103, 229 E KIOWA AVE, FORT MORGAN, CO 80701; Email: heath.kuntz@long103.io. Billing notices to you will be addressed to the billing contact designated by you.
- 16.2. **Assignment.** Either party may upon written notice: (a) assign this Agreement to an Affiliate if the Affiliate's financial condition and creditworthiness are sufficient to satisfy the assigning party's obligations under the Agreement and the assignment will not affect the non-assigning party's obligations under the Agreement; and (b) assign this Agreement to a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 16.3. **Waiver.** A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.
- 16.4. **Independent Contractors.** The parties are independent contractors and nothing in this Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party is solely responsible for supervision, control and payment of its personnel. Longitude 103 may subcontract Services to third parties or Affiliates as long as (a) subcontractors agree to protect Confidential Information and (b) Longitude 103 remains responsible to you for performance of its obligations.
- 16.5. **Third Party Beneficiaries.** This Agreement is binding on the parties to this Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.
- 16.6. **Force Majeure.** Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control.
- 16.7. **Complete Agreement and Order of Precedence.** The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. If there is a conflict between the General Terms, the Product Appendices and/or an Order Form, the General Terms will control unless otherwise expressly provided in the Product Appendices and/or Order Form.



- 16.8. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.
- 16.9. Severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.

## 17. Definitions

- 17.1. "Account" means an account that enables you to access and use Longitude 103 Online Properties and may include a username and password or other means of access designated by Longitude 103.
- 17.2. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 17.3. "Business Partner" means a cloud provider or other third party designated by Longitude 103.
- 17.4. "Client" or "you" means the person or entity acquiring the right to use or access the Longitude 103 Products and which is a party to this Agreement.
- 17.5. "Client Information" means any data, information, software or other materials that you provide to Longitude 103 under the Agreement.
- 17.6. "Confidential Information" means information disclosed by the Discloser to the Recipient during the term of the Agreement that (i) is marked confidential; (ii) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (iii) is of a nature that the Recipient knows is confidential to the Discloser or should reasonably be expected to know is confidential.
- 17.7. "Effective Date" means earliest of (a) the date of the last signature on this Agreement (b) your online acceptance of the Agreement, and (c) when you first receive access to a Longitude 103 Product.
- 17.8. "Evaluation Subscriptions" means Longitude 103 Products offered without charge solely for evaluation and not for production purposes, including offerings described as "evaluation", "preview" or "beta".
- 17.9. "Feedback" means any ideas, suggestions, proposals or other feedback you may provide regarding Longitude 103 Products.
- 17.10. "Fees" are the amounts to be paid by Client to Longitude 103 for the Longitude 103 Products.
- 17.11. "General Terms" means the terms contained in Sections 1 – 15 of this document.
- 17.12. "Online Subscriptions" means Subscriptions to one of the Longitude 103 Online Properties.
- 17.13. "Product Appendices" means the Longitude 103 Product Appendices set forth by Longitude 103 at the effective date, or (b) for Professional Services, that are incorporated into an applicable statement of work.
- 17.14. "Professional Services" means consulting services provided by Longitude 103.
- 17.15. "Longitude 103 Online Properties" mean Longitude 103 websites, portals and hosted Services included in, or provided in connection with, Longitude 103 Products.
- 17.16. "Longitude 103 Products" means Software, Services, Subscriptions and other Longitude 103 branded offerings made available by Longitude 103.
- 17.17. "Service(s)" means Longitude 103 branded services offered as Subscriptions, Professional Services, Training Services, access to Longitude 103 Online Properties or other services offered by Longitude 103.
- 17.18. "Services Term" means the period during which you are entitled by Longitude 103 to use, receive access or consume a particular Longitude 103 Product pursuant to an Order Form or Business Partner order.
- 17.19. "Software" means Longitude 103 branded software that is included in Longitude 103 Product offerings.
- 17.20. "Subscription" means a time bound Longitude 103 Services offering, other than Professional Services.
- 17.21. "Supplier" means a third party that provides service(s) to Longitude 103 in order for Longitude 103 to offer Services to its customers and/or Business Partners.
- 17.22. "Training Services" means access to Longitude 103 training courses, including online courses or courses provided at a site as may be agreed by the parties.
- 17.23. "Your Products" means the Longitude 103 Products that you have purchased, licensed, or otherwise acquired the right to access or use.



# PRIVACY STATEMENT

---

Last Updated: October 28, 2020

## PRIVACY STATEMENT TABLE OF CONTENTS

- SCOPE OF THIS PRIVACY STATEMENT
- THE CATEGORIES OF PERSONAL DATA WE COLLECT
- HOW WE COLLECT PERSONAL DATA (SOURCES OF DATA)
- HOW WE USE (PROCESS) YOUR PERSONAL DATA
- HOW WE DISCLOSE (SHARE) YOUR PERSONAL DATA
- COOKIES AND OTHER TECHNOLOGY
- VERIFICATION
- SECURITY
- CHANGES TO THIS PRIVACY STATEMENT
- HOW TO CONTACT US

## SCOPE OF THIS PRIVACY STATEMENT

Longitude 103 and its affiliated companies and subsidiaries (collectively, “Longitude 103”) respect your privacy. This Privacy Statement applies to personal data collected by Longitude 103 through the long103.com website, and other websites which we operate and on which we post a direct link to this Privacy Statement. For some websites managed by Longitude 103 affiliates, the affiliate may act as a controller for data collected from the website. This Privacy Statement may not apply to open-source project websites sponsored by Longitude 103. Such project websites may have their own privacy statements, which we encourage you to review. In certain cases, this Privacy Statement applies to personal data collected by Longitude 103 when Longitude 103 makes this Privacy Statement or a link to the Privacy Statement available in a digital communication, paper form or in person (for example when attending an event).

Please also note that co-branded websites (websites where Longitude 103 presents content together with one or more of our business partners) may be governed by additional or different privacy statements. Please refer to the privacy statement on those websites for more information about applicable privacy practices.

As used in this Privacy Statement, “personal data” means any information that relates to, is capable of being associated with, describes, or could be linked to, an identified or identifiable natural person (“data subject”). An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, or an online identifier.

## THE CATEGORIES OF PERSONAL DATA WE COLLECT

To the extent permitted by applicable law, the categories and types of personal data collected directly from you may include, without limitation:

- *Contact information, including identifiers:* Information used to communicate with you, such as first and last name, title, company name, email address, telephone number, and postal address.
- *Account and commercial information:* Information that Longitude 103 maintains in association with your account, such as your username/user ID, password, payment information, purchase records, information about your use of the product or service, and information about your credit and billing status and support inquiries.

- *Internet or other similar network activity*: Information collected when you visit a website, such as IP address, information on your interaction with the website, browser type and language, operating system, location, date and time.
- *Location information*: Information about your physical location, such as if you provide your postal address or based on your IP address if you visit a website.
- *Photos*: Photographs uploaded to the website or through the mobile apps, including those attached by the website interface or taken directly by the mobile app.
- *Business Documents*: Documents uploaded by a user through the website application including specific information regarding the client's data.

## HOW WE COLLECT PERSONAL DATA (SOURCES OF DATA)

Longitude 103 collects personal data directly from you and from other categories of sources as described in more detail below. The categories of personal data collected directly from you by Longitude 103 include all the categories identified above in “The Categories of Personal Data We Collect” section. Longitude 103 collects personal data directly from you when you interact with us through our websites, including, without limitation, when you:

- Create a user account (individual or corporate).
- Request support.
- Submit questions or comments.
- Submit content or posts on our customer portal pages or other interactive webpages.
- Submit photographs or other business documents using the web application or mobile application for storage on the system.

Personal data we collect online may also be combined with personal data you or your employer has provided to us through offline channels such as through a support call, during an in-person meeting or in conjunction with a Longitude 103 training session.

We may also collect information indirectly from you relating to your use of our websites and response to our emails using various technology. The categories of personal data collected in this manner are what we refer to above as Internet or other similar network activity and inferences. Collecting information in this manner allows us to analyze the effectiveness of our websites and our marketing efforts, personalize your experience and improve our interactions with you. For more information about the technology, we employ for these purposes, see the “Cookies and Other Technology” section below.

## HOW WE USE (PROCESS) YOUR PERSONAL DATA

Longitude 103 may use personal data we collect about you to:

- *Identify and Authenticate You*. We use your personal data to verify your identity when you access and use our services and to ensure the security of your personal data. This includes your creation of an account that is associated with your personal data.
  - The personal data that may be collected and processed for this purpose includes the name, title, company name, email address, telephone number, postal address, account number, username/user ID, password, and preferences. We process this information to comply with our contractual obligations to you. In other cases, it is in our legitimate business interests to be able to identify and authenticate you.
- *Fulfill Your Requests*. If you request something from Longitude 103, such as a product or service, a call back, a newsletter subscription, or specific marketing or other materials we use the personal data you provide to respond to your request. We or our representatives may also



contact you as part of customer satisfaction surveys or for market research purposes. Where required by applicable law, we will obtain your consent before sending marketing messages.

- The personal data that may be collected and processed for this purpose includes the name, title, company name, email address, telephone number, postal address, account number, username/user ID, payment information, purchase records, information about your use of the product or service. We process this information to comply with our contractual obligations to you when responding to your requests. In other cases, it is in our legitimate business interests to be able to provide customers and prospective customers with information, goods, or services they request.
- *Provide You with Information About Our Products, Services and Events.* Longitude 103 may use your personal data to notify you about product and service offerings as well as events that we believe may be of interest to you. Longitude 103 also may use your personal data to respond directly to your requests for information, including registrations for newsletters or other specific requests.
  - The personal data that may be collected and processed for this purpose includes the name, title, company name, email address, telephone number, postal address, account number, username/user ID, your use of the product or service, information about your registration or participation in an event, and support inquiries and location information and inferences. It is in our legitimate business interests to be able to provide customers, prospective customers, and the public with information about our products, services, and events.
- *Provide Support and Customer Service.* We use your personal data to provide support for products or services you have obtained from us and answer other questions. While providing technical support to you, we may sometimes have incidental access to data that you have provided to us or data that is located on your systems. This data may contain information about you, or your organization's business, employees, customers, partners, or suppliers. This Privacy Statement does not govern our access to or handling of this information. The conditions regarding the handling and processing of that data are covered by the Software Agreement between you and Longitude 103.
  - The personal data that may be collected and processed for this purpose includes the name, title, company name, email address, telephone number, postal address, account number, username/user ID, payment information, information about your use of the product or service.
- *Enhance the Website Experience.* When you use our websites and/or respond to our emails, we use the personal data you provide for the purpose of enhancing and customizing your experience on our websites and to deliver content and product and service offerings relevant to your interests. We may also use this information to help us improve and further develop our websites, products, and services.
  - The personal data that may be collected and processed for this purpose includes the name, title, company name, email address, telephone number, postal address, information about your use of the product or service, location information, inferences, information collected when you visit a website, such as IP address, browsing history, information on your interaction with the website, browser type and language, operating system, location, date, and time. It is in our legitimate business interests to improve the Longitude 103 websites, products, and services and to enhance our users' experience with the websites, products, and services.

We will not use your personal data in a manner that is inconsistent with the purpose of its original collection, unless we have provided you additional notice and you have consented.





Longitude 103 will retain your personal data for as long as is required to fulfill the purposes for which the information is processed or for other valid reasons to retain your personal information (for example to comply with our legal and regulatory obligations, resolve disputes, enforce our agreements and for the establishment, exercise, or defense of legal claims).

## HOW WE DISCLOSE (SHARE) YOUR PERSONAL DATA

Longitude 103 discloses personal data for the following business purposes:

- Longitude 103 may disclose personal data to business partners and service providers in order to support our business operations, such as (but not limited to) fulfilling your orders, following up on requests, providing support and assisting Longitude 103 with sales, marketing and communication initiatives. These business partners and service providers include payment processors, financial service providers and institutions, postal or government authorities, market intelligence and consulting service providers, and information technology service providers. Business partners and service providers are required by contract to keep the information received on behalf of Longitude 103 confidential and secure and not use it for any purpose other than the purpose for which it was provided to them.
  - The categories of personal data we may disclose to these third parties include: contact information, including identifiers; account and commercial information; professional or employment-related information; internet or other similar network activity; location information; and inferences.
- Longitude 103 may disclose personal data as required by law or legal process, such as responding to a duly authorized and lawful request of a police or public authority (including to meet national security or law enforcement requirements), to enforce or protect the rights of Longitude 103, when such disclosure is necessary or appropriate to prevent physical harm or financial loss as permitted by applicable law, or in connection with an investigation of suspected or actual illegal activity.
  - The categories of personal data we may disclose to these third parties include: contact information, including identifiers; account and commercial information; professional or employment-related information; internet or other similar network activity; location information; and inferences.
- Longitude 103 may disclose personal data in the context of a business transaction involving part or all of Longitude 103, such as a merger, acquisition, consolidation, or divestiture. Such a transaction may involve the disclosure of personal data to prospective or actual purchasers, or the receipt of it from sellers. It is Longitude 103's practice to seek appropriate protection for information in these types of transactions. Following such a business transaction, you may contact the entity to which we transferred your personal data with any inquiries concerning the use of that information.
  - The categories of personal data we may disclose to these third parties include: contact information, including identifiers; account and commercial information; professional or employment-related information; internet or other similar network activity; location information; and inferences.
- Longitude 103 may also disclose personal data to its affiliates and subsidiaries, including its parent company, Adaptive Resources, Inc. (ARI), for the business purposes described above, and transfer personal data to countries where Longitude 103 and ARI conduct business in accordance with the "Data Transfers and Privacy Shield Frameworks" section of this Privacy Statement.
  - The categories of personal data we may disclose to these third parties include: contact information, including identifiers; account and commercial information;





professional or employment-related information; internet or other similar network activity; location information; and inferences.

Longitude 103 does not and does not have any plans in the future to, sell your personal data.

## COOKIES AND OTHER TECHNOLOGY

When you visit our websites, we may automatically collect information such as your IP address, information on your interaction with the website, browser type and language, operating system, location, date and time (i.e., the category above referred to as Internet or other similar network activity). We may also use cookies to collect information as you navigate our websites. A cookie is a small amount of data that is sent to your browser from a web server and stored on your device. The cookie may be placed by Longitude 103 or by an authorized third party. We use both session-based and persistent cookies on our websites. Session-based cookies exist during a single session and disappear when you close your browser or turn off your device. Persistent cookies remain on your device even after you close your browser or turn off your device.

Longitude 103 categorizes the cookies on our websites into three categories: Required, Functional and Advertising cookies.

- **Required Cookies.** Required cookies are necessary to enable the basic features of the website to function. Longitude 103 uses some cookies that are required for the delivery of services on our websites. Cookies that are required allow us to maintain and improve the safety and security of our websites, authenticate account users, allow you to access your private accounts on our websites, allow you to sign into different portions of our websites with the use of only one login, balance the traffic on our websites.
- **Functional Cookies.** Functional cookies allow us to analyze your use of the website to evaluate and improve our performance. Longitude 103 also uses functional cookies to improve our service to you and personalize your web browsing experience, such as by gaining a better understanding of your interests and requirements regarding our websites. Cookies that Longitude 103 uses to improve our services and your website experience may remember your language and site preferences, show you when you are logged into our system and allow you to remain logged-in for a period, help provide you with support services, remember your login information, and prepopulate forms that you have already completed. Longitude 103 also uses cookies that collect information about how you use our websites, including which pages you visit, and whether you experience any errors. These cookies help us improve our websites by measuring errors, testing designs on our websites, and helping us measure the traffic on our websites so that we can optimize our content accordingly. These cookies are used to help us improve how our websites work, understand what interests our users, and measure website quality.

If you do not want your information to be stored by cookies, you can manage your cookie preferences by using the options and tools made available to you by your web browser. You can configure your browser so that it always rejects these cookies or asks you each time whether you want to accept them or not. Your browser documentation includes instructions explaining how to enable, disable or delete cookies at the browser level (usually located within the “Help”, “Tools” or “Edit” facility). Please remember that Required cookies will remain and cannot be turned off. Please also understand that choosing to reject cookies may reduce the performance and functionality of our websites.

While Longitude 103 websites at this time do not recognize automated browser signals regarding tracking mechanisms, such as “do not track” instructions, you can express your privacy preferences regarding the use of most cookies and similar technology through your web browser.



## VERIFICATION

Before responding to a request for information about your personal data, we must verify the request. Verification is important to protect your information and to help confirm that we are responding to a valid request and providing the response to the correct individual. To verify the request, we initially ask for at least two (2) or three (3) identifiers, such as name, email address and location. If we have a need to request additional identifiers to reasonably verify your identity, we will contact you and request additional verification. The information we ask to verify your identity may depend on your relationship with us.

## SECURITY

Longitude 103 intends to protect your personal data. We have implemented appropriate physical, administrative and technical safeguards to help us protect your personal data from unauthorized access, use and disclosure. For example, we encrypt certain personal data and we also require that our business partners and service providers protect such information from unauthorized access, use and disclosure.

## CHANGES TO THIS PRIVACY STATEMENT

Longitude 103 reserves the right to make corrections, changes, or amendments to this Privacy Statement at any time. The revised Privacy Statement will be posted on this website. A notice will be posted on our homepage for 30 days whenever this Privacy Statement is changed in a material way, and the date of last update will be indicated at the top of the Privacy Statement. If you do not refuse the changes in writing within that notice period and you continue to use our websites, we consider that you have read and understand the Privacy Statement as changed, including with respect to personal data provided to us prior to the changes in the Privacy Statement. We encourage you to periodically review this Privacy Statement for any changes or updates.

## HOW TO CONTACT US

If you have any questions about Longitude 103's privacy practices or use of your personal data, please feel free to contact us at [info@long103.io](mailto:info@long103.io) or by mail at:

Longitude 103  
229 E KIOWA AVE  
FORT MORGAN CO, 80701



## Open Source End User License Agreement

---

### Longitude 103 GPLv3 Based Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM LONGITUDE 103. BY USING LONGITUDE 103 SOFTWARE, YOU AGREE TO AND ACCEPT THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE LONGITUDE 103 SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO LONGITUDE 103 SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH LONGITUDE 103 OR OTHER AUTHORIZED LONGITUDE 103 SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement (“EULA”) governs the use of the Open-Source Longitude 103 software NRD Web Application that includes or refers to this license and any related updates, source code, appearance, structure, and organization (the “Programs”), regardless of the delivery mechanism.

- 1. License Grant.** Subject to the following terms, Longitude 103 grants to you a perpetual license to the NRD Web Application pursuant to the GNU General Public License v3 (<https://www.gnu.org/licenses/gpl-3.0.html>). Except for certain image files identified in Section 2 below, each software component is governed by a license located in the software component’s source code that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms of any component.
- 2. Intellectual Property Rights.** The Programs and each of their components are owned by Longitude 103 and other licensors and are protected under copyright law and other laws as applicable. Title to the Programs and any component, or to any copy or modification shall remain with Longitude 103 and other licensors, subject to the applicable license. The “Longitude 103” mark, the individual Program marks, and the “Longitude 103” logo are trademarks of Longitude 103. This EULA does not permit you to distribute the Programs using Longitude 103’s trademarks, regardless of whether the Programs have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Longitude 103 authorizing such commercial redistribution or (b) you remove and replace all occurrences of Longitude 103 trademarks and logos.
- 3. Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Longitude 103, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed “as is” without warranty of any kind, express or implied, including the implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Neither Longitude 103 nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear, or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Longitude 103 and/or its affiliates or a Longitude 103 authorized distributor.
- 4. Limitation of Remedies and Liability.** To the maximum extent permitted under applicable law, under no circumstances will Longitude 103, its affiliates, any Longitude 103 authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Longitude 103, its affiliates, and/or licensor has been advised of the possibility of such damages. In no event shall Longitude 103’s or its affiliates’ liability, or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Longitude 103 for the software under this EULA.
- 5. General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of Nebraska and of the United States, without regard to any conflict of laws provisions.

# GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<https://fsf.org/>>

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

## PREAMBLE

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, too.

When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for them if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs, and that you know you can do these things.

To protect your rights, we need to prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

Developers that use the GNU GPL protect your rights with two steps:

(1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.



The precise terms and conditions for copying, distribution and modification follow.

## TERMS AND CONDITIONS

### 0. Definitions.

"This License" refers to version 3 of the GNU General Public License.

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you".

"Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

### 1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.



The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source.

The Corresponding Source for a work in source code form is that same work.

## 2. Basic Permissions.

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

## 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

## 4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

## 5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
- b) The work must carry prominent notices stating that it is released under this License and any conditions added under section 7. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.



- d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

## 6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is





transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the

Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

## 7. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately

under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains

a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.



Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

## 8. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

## 9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

## 10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

## 11. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.



Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

## 12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

## 13. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.



## 14. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

## 15. Disclaimer of Warranty.

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

## 16. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

# END OF TERMS AND CONDITIONS



## How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively state the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

*<one line to give the program's name and a brief idea of what it does.>*

*Copyright (C) <year> <name of author>*

*This program is free software: you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation, either version 3 of the License, or (at your option) any later version.*

*This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.*

*You should have received a copy of the GNU General Public License along with this program. If not, see <<https://www.gnu.org/licenses/>>.*

Also add information on how to contact you by electronic and paper mail.

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

*<program> Copyright (C) <year> <name of author>*

*This program comes with ABSOLUTELY NO WARRANTY; for details type `show w'.*

*This is free software, and you are welcome to redistribute it under certain conditions; type `show c' for details.*

The hypothetical commands `show w' and `show c' should show the appropriate parts of the General Public License. Of course, your program's commands might be different; for a GUI interface, you would use an "about box".

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary.


For more information on this, and how to apply and follow the GNU GPL, see <<https://www.gnu.org/licenses/>>.

The GNU General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Lesser General Public License instead of this License. But first, please read <<https://www.gnu.org/licenses/why-not-lgpl.html>>.





LOWER PLATTE SOUTH  
natural resources district

**TO: Water Resources Subcommittee**  
**FROM: Dick Ehrman, Water Resources Coordinator**   
**DATE: February 6, 2025**  
**RE: Agreement with HDR for Services Regarding Ground Water Management Plan (GWMP) Revision**

In December 2024, LPSNRD conducted interviews with three consulting firms who had submitted qualifications for assisting the District in revision and update of its Ground Water Management Plan (GWMP). The interview team included Board members from the NRD's Water Resources Subcommittee, as well as NRD management and staff. As a result of those interviews, LPSNRD selected HDR as the preferred contractor for the GWMP revision process.

In subsequent discussions with NRD management and staff, the HDR team developed the attached agreement and scope of services. As noted in both documents, the general timeframe for completion of the GWMP revision runs through July 2026, and the proposed amount for HDR's services is \$315,700.00.

**Staff Recommended Motion: The Water Resources Subcommittee recommends that the Board of Directors authorize the General Manager to sign the agreement in the amount of \$315,700.00 with HDR to provide services to the District in revision and update of its Ground Water Management Plan, pending legal counsel review.**

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this 19th day of February, 2025, between Lower Platte South Natural Resources District (LPSNRD) (“OWNER”), with principal offices at 3125 Portia Street, Lincoln, NE 68521, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Groundwater Management Plan Update (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Time and Materials shall mean actual labor hours at the rates included in Exhibit A, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses.

Direct Labor Costs times a factor of 3.20 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, with total contract charges not-to-exceed \$315,700.00. ENGINEER will not perform services that exceed \$315,700.00 without a contract amendment.



The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add zero percent (0%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Lower Platte South Natural Resources District  
"OWNER"

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HDR ENGINEERING, INC.  
"ENGINEER"

BY: \_\_\_\_\_

NAME: Ann Williams

TITLE: Senior Vice President

ADDRESS: 1917 S 67<sup>th</sup> Street  
Omaha, Nebraska 68106

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Lower Platte South NRD  
Groundwater Management Plan Update  
February 5, 2025**

## SCOPE OF SERVICES

Lower Platte South Natural Resources District (LPSNRD) selected HDR Engineering, Inc. (HDR) to provide professional services to update their Groundwater Management Plan (GWMP) (Project). The Project Team includes staff from HDR and Aqua Geo Frameworks, LLC (AGF). The major tasks for the SCOPE OF SERVICES for the Project include:

- Task Series 100 – Project Management and Meetings
- Task Series 200 – Data Collection and Existing GWMP Evaluation
- Task Series 300 – Updated Hydrogeologic Evaluation
- Task Series 400 – GIS Analysis and Mapping
- Task Series 500 – Draft GWMP Development
- Task Series 600 – Stakeholder and Public Participation
- Task Series 700 – Agency Review and Final GWMP Revisions

The following scope defines the work elements associated with each Task Series.

### **TASK SERIES 100 – PROJECT MANAGEMENT AND MEETINGS**

**Objective:** Provide management activities over the Project duration including planning, organizing, and monitoring Project Team activities, meetings, coordinating and managing subconsultants, and Project cost control and invoicing.

**HDR Activities:**

#### **110 – Project Management**

- Internal project initiation
- Develop and implement Project Management Plan to set Project communication and coordination standards
- Budget and invoice management
- Schedule monitoring and update for Project development
- Manage QC processes for Project evaluations and deliverables

#### **120 – Coordination Meetings**

- Up to Nine (9) in-person coordination meetings with LPSNRD staff and State Agency Representatives (as needed) are assumed during the Project. Up to four (4) representatives from HDR or subconsultants will attend coordination meetings.

**130 – LPSNRD Water Resources Subcommittee and Board Meetings**

- Attend up to one (1) in-person LPSNRD Water Resources Subcommittee and one (1) Board of Directors meeting during the Project. Up to two (2) representatives from HDR or subconsultants will attend the meeting.
- Preparation of a formal presentation is assumed.

Deliverables: Monthly invoicing, meeting agendas and notes, Project Management Plan, copies of presentations.

Key Understandings: HDR will enter into subconsultant agreement with AGF for their services under this contract.

**TASK SERIES 200 – DATA COLLECTION AND EXISTING GWMP EVALUATION**

Objective: Review existing GWMP to develop a data needs checklist. Collect, inventory and share land use, groundwater (GW), geologic, and other geographic data as required for the Project.

HDR Activities: **Task 210 – Evaluate Existing GWMP**

- Obtain and review historic GWMP and past maps and data for the LPSNRD.

**Task 220 – Agency Outreach and Data Collection**

- Develop a data collection checklist for the project. Review and update the checklist as data is inventoried or analyzed.
- Obtain publicly available GIS and geologic data from sources such as Nebraska DNR, UNL-CSD, and LPSNRD.
- Collect latest available publications and references for GWMP development.

**Task 220 – Data Inventory and Sharing**

- Inventory collected data and GIS files into shared folders for the project team to access.

Deliverables: Data sharing and data checklist.

Key Understandings: LPSNRD will provide data in GIS formats if available and will provide feedback on data inventory.

**TASK SERIES 300 – UPDATED HYDROGEOLOGIC EVALUATION**

Objective: Utilize latest available GW and geologic framework model input and output datasets to perform a desktop review of GW flow and availability in relationship with GW quantity and quality datasets.

HDR Activities: **310 – Hydrogeologic Evaluation for Groundwater Quantity**

- Use the available GW model to review GW supply, movement, and extraction within the NRD. Develop qualitative GW system water budgets within specific areas or reservoirs across historical dry, normal, and wet periods as derived from the associated GW model input/output data.
- Perform evaluations of hydrogeologic conditions in distinctive areas or reservoirs of the NRD in relationship to GW recharge and levels. Use the available GW or geologic framework model, as appropriate, to develop cross sections or 3D figures to illustrate and explain GW sources, movement, and uses.

**320 – Hydrogeologic Evaluation for Groundwater Quality**

- Review GW quality relative to GW supply, movement, and extraction within the NRD. Compare water budgets developed in Task 310 to GW quality datasets and discuss relationships within specific areas or reservoirs, including effects of historical dry, normal, and wet periods.
- Perform evaluations hydrogeologic conditions in distinctive areas or reservoirs of the NRD in relationship to GW quality and GW flow. Use the 3D hydrogeologic framework to develop geologic cross sections or 3D figures to illustrate and explain sources of GW contamination, possible movement of contaminants within GW, and the relationship and vulnerability of GW users to GW contamination Potential groundwater quality implications to public health will be documented with figures and illustrations to the extent possible.

**330 – Climate Forecast Analysis for Groundwater Levels**

- Conduct research of relevant studies providing future climate variable forecasts.
- Prepare historical comparisons of precipitation, recharge, GW levels, and GW quality data (including vadose zone data) to identify empirical or statistical correlations with climate variables.
- Conduct assessment of future precipitation estimates for dry, normal, or wet periods.
- Assess qualitative potential future impacts to GW quantity and quality (recharge, GW levels, concentrations of contaminants of concern) related to projected climate variability or changes during dry, normal, and wet periods.

**Deliverables:** Up to ten (10) geologic cross sections or 3D illustrations of specific groundwater aquifers or reservoirs. Documentation of reviewed data sources and results of the hydrogeologic evaluations will be part of deliverables under Tasks 500 and 700.

**Key Understandings:** HDR anticipates that the 3D hydrogeologic framework model and the associated MODFLOW groundwater flow model developed and refined as part of the ongoing Lower Platte River Basin Sub-Regional Groundwater Modeling project (being developed by the Lower Platte River Groundwater Modeling Collective) will both be complete and made available for use on this project.

The initial list of contaminants of concern will be developed by HDR based on literature review and data provided by the LPSNRD. The final list will be developed with input from and after acceptance has been communicated by the LPSNRD.

Historic periods included in the groundwater model will be used to access dry, normal, and wet periods for the climate forecasting considering monthly time periods or greater.

**TASK SERIES 400 – GIS Analysis and Mapping**

**Objective:** Utilize latest available or developed GIS data to create maps as required under Nebraska Revised Statute 46-709 for use as publicly available datasets.

**HDR Activities:**

**410 – GIS Analysis**

- Analyze and prepare GIS coverages of the data for each of the required maps utilizing the most accurate data available. This includes datasets for climatic maps, land use and soils, geologic maps, saturated thickness maps, hydrogeologic characteristics of primary and secondary aquifers, wells, wellhead protection, water quality and vulnerability maps.

**420 – Drinking Water Source Evaluation**

- Provide a population estimate of drinking water sources across the NRD using municipal source water data, well records, and census population and housing data.

**430 – Geodatabase Development**

- Organize and assemble the draft GIS datasets into a geodatabase, representing the latest data used for developing the GWMP maps.



**440 – Initial Map Development**

- Produce as needed to represent the data required for the GWMP update. Maps will be initially reviewed in coordination and stakeholder meetings.

**450 – Map Review and Revisions**

- Review and revise maps based on LPSNRD and stakeholder feedback. This includes effort needed to revise the maps once after the agency review and ahead of producing the final GWMP.

**460 – ArcGIS Online and StoryMaps**

- Publish ArcGIS Online data and maps representing the required GWMP information.
- Prepare one (1) ArcGIS StoryMap for use as public outreach to describe the updated data for the GWMP, proposed goals and triggers for the plan, and to present the final plan recommendations.

Deliverables: Up to twenty-five (25) separate maps, including four (4) sets of printed maps and electronic files of draft and final maps. Access to ArcGIS Geodatabase and data published to ArcGIS Online.

Key Understandings: HDR anticipates up to two (2) reviews and revisions of the Draft GWMP Maps following meetings with LPSNRD and stakeholders.

**TASK SERIES 500 – DRAFT GWMP DEVELOPMENT**

Objective: Develop and prepare a complete draft update of the GWMP.

HDR Activities: **Task 510 – Background and Statutory Requirements**

- HDR will prepare a Draft Preliminary GWMP in conformance with the requirements outlined by Nebraska State Statutes 46-709. The introduction of the GWMP will include background of LPSNRD's previous plan and GW management efforts as well as a table showing how all requirements of the state statutes are met and where they can be found in the document.

**Task 520 – Groundwater Supplies and Uses**

- HDR will document the data and information available with respect to GW supplies and uses when preparing the Draft Preliminary GWMP.

**Task 530 – Groundwater Quality and Public Health Concerns**

- HDR will document the data and information available with respect to GW quality when preparing the Draft Preliminary GWMP. GW

contaminants will be reviewed and documented for current Public Health concerns.

**Task 540 – Monitoring and Evaluation Criteria**

HDR will document current efforts for GW quantity and quality monitoring as well as past results. A comparison of newly available data will be used to identify potential data gaps or needs.

**Task 550 – Goals and Objectives**

- HDR will incorporate feedback from stakeholders, public outreach and the LPSNRD Board when preparing the Draft Preliminary GWMP goal and objectives, as well as setting revised triggers for phased ground quality water management areas or special management areas for GW quantity.
- Address data gaps and determine if additional analyses are required.
- Determine the need for Aquifer Storage and Recovery analyses.

**Task 560 – Groundwater Controls and BMPs**

- HDR will develop the GWMP to include a comprehensive inventory of available GW controls or best management practices (BMPs) that may be incorporated into the LPSNRD rules and regulations for groundwater management areas.

**Task 570 – QC and Draft GWMP Review**

- HDR will complete a full QA/QC review of the draft GWMP prior to its submission to LPSNRD.
- HDR will incorporate one (1) set of review and revisions provided by LPSNRD. A spreadsheet will be provided to track comments and their resolution on the draft GWMP, agency reviewed GWMP, and any final changes to the final GWMP.

Deliverables: Draft Preliminary GWMP.

Key Understandings: HDR anticipates up to one (1) review and revision of the Preliminary Draft GWMP following stakeholder and public input meetings.

**TASK SERIES 600 – STAKEHOLDER AND PUBLIC PARTICIPATION**

Objective: Conduct public outreach and involvement to receive input on the proposed GWMP update.

HDR Activities:

**Task 610 – Stakeholder Meetings**

- Develop Public/Stakeholder Engagement Plan
- Formulate a stakeholder committee based on input from LPSNRD staff and board to represent a variety of groundwater users and interests, including public health, from across the NRD.
- Conduct and document input from up to eight (8) stakeholder meetings at two locations within the NRD. Up to three (3) representatives from HDR will attend each meeting, including at least one (1) meeting facilitator.
- Stakeholder meetings will include:
  - Venue logistics planning and coordination
  - Stakeholder Outreach materials may include, but is not limited to, electronic, mailings and online notification
  - Workshop material development that may include, but is not limited to, presentation, informational handout, worksheet, surveys or other input collection activities

**Task 620 – Online and Social Media Support**

- HDR will assist LPSNRD in providing online data prepared for the GWMP. This includes electronic GIS data, maps, figures, presentations or text.
- HDR will work with LPSNRD to use social media as an outlet for public outreach while developing the GWMP.

**Task 630 – Public Meetings**

- Assist in preparation for up to nine (9) public meetings or open houses at up to three locations within the NRD. HDR will assist with the presentation, maps, and preparation of handouts.
- Attend and present information at up to nine (9) public meetings or open houses at up to three locations within the NRD. Up to three (3) representatives from HDR will attend each meeting, including at least one (1) meeting facilitator.
- Public meetings will include
  - Venue logistics planning and coordination
  - Outreach materials may include, but is not limited to, postcard, legal notice, press release, and online notification
  - Meeting material development that may include, but is not limited to, presentation, display boards, informational handout, sign-in sheets, and comment forms

**Deliverables:** Public/Stakeholder Engagement Plan, meeting agendas, meeting materials, presentations, and notes (in electronic format). Electronic files for online support.

**Key Understandings:** HDR will provide outreach content, and LPSNRD will prepare and distribute stakeholder and public meeting invites and notices, as well as reserve and coordinate facilities.

LPSNRD will print materials for stakeholder and public meetings as necessary.

### **TASK SERIES 700 – AGENCY REVIEW AND FINAL GWMP REVISIONS**

**Objective:** Provide Draft GWMP to Nebraska State Agencies as required for their review. Incorporate revisions as necessary to develop a Final GWMP.

**HDR Activities:** **Task 710 – Agency Review and Coordination**

- Provide Preliminary Draft GWMP to Nebraska State Agencies (through communication with Nebraska Dept. of Natural Resources (NeDNR)) following public meetings and a review and discussion with the LPSNRD Water Committee.

**Task 720 – Internal Review and Revisions**

- A final meeting with the LPSNRD, as scoped in Task Series 100, will be held to discuss and resolve agency comments.
- HDR will incorporate necessary revisions and provide a draft final deliverable to the LPSNRD.

**Task 730 – Final Stakeholder Review and Revisions**

- A final stakeholder meeting, as scoped in Task Series 600, will be held to discuss and resolve agency comments.
- HDR will incorporate necessary revisions and provide a draft final deliverable to the LPSNRD.
- HDR will present the Draft Final Groundwater Management Plan to the LPSNRD Board of Directors, as scoped in Task Series 100.

**Deliverables:** Final Groundwater Management Plan, Presentation, Maps and ArcGIS Geodatabase

**Key Understandings:** HDR will print up to four (4) hard copies of the Final GWMP as requested by the LPNNRD, each copy not to exceed 400 (one-sided) pages.



Proposed Meeting Timeline and Project Schedule				
Meeting or Deliverable	Task #	Start Date	Comp Date	Meeting Description
Coordination Meeting 1	100	3/10/2025	3/14/2025	Kick-off, Existing GWMP Review and Data Collection
Data Collection	200	3/3/2025	4/11/2025	
Public Meeting 1 (Open House)	600	4/21/2026	4/25/2026	Solicit input on Groundwater concerns
Coordination Meeting 2	100	5/5/2025	5/9/2025	GW Model and Data Review
Coordination Meeting 3	100	7/7/2025	7/11/2025	Climate and Hydrogeologic Analysis Review
Updated Hydrogeologic Evaluation	300	3/3/2025	8/30/2025	
GIS Analysis and GWMP Mapping	400	3/3/2025	8/30/2025	
Coordination Meeting 4	100	8/11/2025	8/15/2025	GWMP Mapping Review and Initial Stakeholder (SH) Meeting Prep
Stakeholder Meeting 1	600	8/18/2025	8/22/2025	Education of latest data, reports, and maps
Coordination Meeting 5	100	10/6/2025	10/10/2025	SH Meeting 1 Review and SH Meeting 2 Prep
Stakeholder Meeting 2	600	10/20/2025	10/24/2025	Goals & Objectives, Triggers, Introduce Controls and BMPs
Coordination Meeting 6	100	12/8/2025	12/12/2025	SH Meeting 2 Review and SH Meeting 3 Prep
Stakeholder Meeting 3	600	1/12/2026	1/16/2026	Proposed Plan Review, Review StoryMap 2, and Public Meeting 1 Prep
Draft GWMP Development	500	3/3/2025	1/30/2026	
Public Meeting 2 (Open House)	600	2/2/2026	2/6/2026	Overview of Proposed Plan
Coordination Meeting 7	100	2/9/2026	2/13/2026	Agency Submittal Review Meeting
State Agency Review Meeting	700	3/1/2026	6/1/2026	
Coordination Meeting 8	100	4/6/2026	4/10/2026	State Agency Review Discussion, Water Committee Meeting 3 and SH Meeting 4 Prep
Final GWMP Revisions	700	3/1/2026	6/19/2026	
Stakeholder Meeting 4	600	6/23/2026	6/29/2026	Overview of Final Plan
Public Meeting 3 (Open House)	600	7/7/2026	7/12/2026	Overview of Final Plan
LPSNRD Board Meeting	100	7/15/2026	7/15/2026	Final Board Presentation



**EXHIBIT B**  
**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

## 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER 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, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,



arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (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) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

**23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

**24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

**THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees**

and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

10 February 2025

Drew Ratkovec  
Lower Platte South NRD  
3125 Portia Street  
Lincoln, NE 68521

Re: Weeping Water Creek Watershed Site 5k Rehabilitation – Engineer’s Recommendation

Dear Drew:

The bid opening for the above-referenced project was held at the LPSNRD on 7 February 2025. The low bid of \$50,794.00 was received from Yost Excavating of Nebraska City, NE. This bid was \$35,056.60 below the Engineer’s Opinion of Probable Costs that totaled \$85,850.60. All required documents accompanied the bid. Thirteen other bids were submitted and can be viewed on the attached bid tabulation.

After review of the bids, the unit prices appear to be reasonable in the current bidding climate. Yost Excavating has been working on earthwork projects in eastern Nebraska for decades and we have worked directly with Todd Yost on projects in the past. He has proved to be a capable and reliable contractor. Given his local experience and reputation, I do not have any reason not to recommend the low bidder. My recommendation is to award the project to Yost Excavating and begin the contracting process upon approval. Please feel free to contact me if you have any questions.

Sincerely,



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

Lower Platte South Natural Resources District  
**Weeping Water Creek Watershed Site 5k Rehabilitation**

Engineer's Estimate			Yost Excavating				
ITEM	Unit	Total	Unit Cost	Extension	Unit Cost	Extension	+/- Engrs Est.
MOBILIZATION	LS	1	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00	\$5,000.00
SEDIMENT AND EROSION CONTROL	LS	1	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$4,000.00
CLEARING AND GRUBBING	LS	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,000.00
DEWATERING	LS	1	\$5,500.00	\$5,500.00	\$2,000.00	\$2,000.00	\$3,500.00
STRIP, STOCKPILE, AND REPLACE TOPSOIL	SY	1728	\$3.95	\$6,825.60	\$1.25	\$2,160.00	\$4,665.60
EXCAVATION FOR STILLING BASIN	CY	70	\$18.00	\$1,260.00	\$25.00	\$1,750.00	\$490.00
CLASS "A" EMBANKMENT	CY	623	\$15.00	\$9,345.00	\$12.00	\$7,476.00	\$1,869.00
CLASS "B" ROCK RIPRAP	LF	151	\$90.00	\$13,590.00	\$78.00	\$11,778.00	\$1,812.00
CLASS "C" ROCK RIPRAP	LF	50	\$95.00	\$4,750.00	\$78.00	\$3,900.00	\$850.00
CLASS "B" GROUTED ROCK RIPRAP	SY	18	\$90.00	\$1,620.00	\$200.00	\$3,600.00	\$1,980.00
REMOVE AND REPLACE BARBED WIRE FENCE	CY	98	\$10.00	\$980.00	\$10.00	\$980.00	\$0.00
SEEDING	LF	5.1	\$4,800.00	\$24,480.00	\$1,500.00	\$7,650.00	\$16,830.00
<b>Sub-Total</b>				\$85,850.60		\$50,794.00	-\$35,056.60

Van Dorn Valley Construction, LLC		Gana Trucking & Excavating Inc.		Tim Sisco Construction LLC		Judds Bros. Construction Co.	
Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
\$7,000.00	\$7,000.00	\$2,013.00	\$2,013.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
\$6,800.00	\$6,800.00	\$3,008.00	\$3,008.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
\$2.00	\$3,456.00	\$3.56	\$6,151.68	\$3.40	\$5,875.20	\$2.00	\$3,456.00
\$17.00	\$1,190.00	\$21.00	\$1,470.00	\$20.00	\$1,400.00	\$16.00	\$1,120.00
\$16.00	\$9,968.00	\$15.52	\$9,668.96	\$13.00	\$8,099.00	\$16.00	\$9,968.00
\$63.25	\$9,550.75	\$86.28	\$13,028.28	\$88.00	\$13,288.00	\$125.00	\$18,875.00
\$63.75	\$3,187.50	\$103.53	\$5,176.50	\$110.00	\$5,500.00	\$125.00	\$6,250.00
\$160.00	\$2,880.00	\$220.14	\$3,962.52	\$120.00	\$2,160.00	\$375.00	\$6,750.00
\$7.00	\$686.00	\$34.00	\$3,332.00	\$15.00	\$1,470.00	\$15.00	\$1,470.00
\$2,300.00	\$11,730.00	\$2,310.00	\$11,781.00	\$3,400.00	\$17,340.00	\$2,000.00	\$10,200.00
	\$59,948.25		\$63,091.94		\$66,632.20		\$74,589.00

Husker Engineering INC		Kerns Excavating Co, Inc		Agri-Builders LLC		Schmidt Excavating LLC		Ashland Road E
Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost
\$10,300.00	\$10,300.00	\$18,000.00	\$18,000.00	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00	\$5,000.00
\$5,600.00	\$5,600.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$4,500.00
\$900.00	\$900.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$6,500.00
\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$10,000.00
\$3.00	\$5,184.00	\$3.00	\$5,184.00	\$20.00	\$34,560.00	\$7.50	\$12,960.00	\$6.25
\$30.00	\$2,100.00	\$25.00	\$1,750.00	\$15.00	\$1,050.00	\$18.50	\$1,295.00	\$21.75
\$20.00	\$12,460.00	\$20.00	\$12,460.00	\$15.00	\$9,345.00	\$14.00	\$8,722.00	\$18.00
\$83.00	\$12,533.00	\$77.00	\$11,627.00	\$100.00	\$15,100.00	\$85.00	\$12,835.00	\$140.00
\$83.00	\$4,150.00	\$80.00	\$4,000.00	\$100.00	\$5,000.00	\$80.00	\$4,000.00	\$150.00
\$142.00	\$2,556.00	\$330.00	\$5,940.00	\$145.00	\$2,610.00	\$92.00	\$1,656.00	\$250.00
\$10.00	\$980.00	\$38.00	\$3,724.00	\$15.00	\$1,470.00	\$23.00	\$2,254.00	\$105.00
\$3,700.00	\$18,870.00	\$2,750.00	\$14,025.00	\$500.00	\$2,550.00	\$1,300.00	\$6,630.00	\$1,850.00
	\$90,633.00		\$92,210.00		\$93,685.00		\$96,852.00	

Excavating LLC		Drewes Grading, LLC		MC Wells		CDS Enterprise, LLC		H.R. Bookstrom Construction Inc.	
Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	
\$5,000.00	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$20,002.00	\$20,002.00	\$25,000.00	\$25,000.00	
\$4,500.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$12,000.00	\$12,000.00	
\$6,500.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$4,300.00	\$4,300.00	
\$10,000.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	
\$10,800.00	\$15.00	\$25,920.00	\$5.00	\$8,640.00	\$6.00	\$10,368.00	\$2.25	\$3,888.00	
\$1,522.50	\$10.00	\$700.00	\$29.00	\$2,030.00	\$71.00	\$4,970.00	\$20.00	\$1,400.00	
\$11,214.00	\$22.00	\$13,706.00	\$18.00	\$11,214.00	\$20.00	\$12,460.00	\$30.00	\$18,690.00	
\$21,140.00	\$195.00	\$29,445.00	\$109.00	\$16,459.00	\$130.00	\$19,630.00	\$130.00	\$19,630.00	
\$7,500.00	\$160.00	\$8,000.00	\$109.00	\$5,450.00	\$130.00	\$6,500.00	\$130.00	\$6,500.00	
\$4,500.00	\$250.00	\$4,500.00	\$295.00	\$5,310.00	\$300.00	\$5,400.00	\$300.00	\$5,400.00	
\$10,290.00	\$15.00	\$1,470.00	\$25.00	\$2,450.00	\$25.00	\$2,450.00	\$20.00	\$1,960.00	
\$9,435.00	\$1,250.00	\$6,375.00	\$7,000.00	\$35,700.00	\$3,500.00	\$17,850.00	\$5,000.00	\$25,500.00	
\$102,401.50		\$113,116.00		\$114,753.00		\$116,130.00		\$127,268.00	