



LOWER PLATTE SOUTH natural resources district

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MEMORANDUM

Date: August 15, 2025

To: Lower Platte South Natural Resources District Board of Directors

From: Will Inselman, Resources Coordinator *WI*

Subject: Minutes for Recreation, Forestry & Wildlife Subcommittee Meeting

On Thursday, August 14th, 2025, at 6:02 p.m., the Recreation, Forestry, and Wildlife subcommittee met in the NRD Large Conference Room. Subcommittee members present: Seth Hawkins- Chair, Christine Lamberty, Suzanne Mealer, Don Jacobson, Anthony Schutz, Mark Spangler, Stephanie Matejka, and Melissa Baker. Director Bob Andersen was also present. NRD staff present were David Potter, Eric Zach, and Will Inselman. Andrew Wilshusen from JEO Consulting Group was also in attendance. There were four action items for consideration.

The first item on the agenda was the consideration of a scope of work agreement with JEO Consulting Group (JEO) for design and engineering of a trail segment in the Prairie Corridor. District staff requested a scope of work from JEO for the design and engineering of a segment of trail from Spring Creek Prairie Audubon Center up through approximately one mile of existing easement. This comes after JEO recently completed a concept design for the segment last year. This work would be leveraged as a match for a Recreational Trails Program Grant that we will be applying for this year to cover the eventual construction cost of the project. The trail would travel north from the existing trailhead on Spring Creek Prairie, through our newly acquired Bowman conservation easement with Audubon, up through the Samani conservation easement (see attached maps). There will be a turnaround where the easement ends, and a parking lot trailhead and spur will also be designed/engineered as part of this project. The City of Lincoln will cover 50% of the cost of this agreement. The fee for this project is \$76,800. Staff recommend approving the scope of work with JEO. Andrew Wilshusen from JEO was present and fielded questions from the Directors regarding the design of the project and waterway crossings.

It was moved by Jacobson, seconded by Matejka, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the Assistant General Manager to approve the Scope of Work Agreement with JEO Consulting Group for design and engineering of a trail segment in the Prairie Corridor for \$76,800.

Motion Passed: 8-0

The second item on the agenda was the consideration of a resolution to apply for a Recreational Trails Program grant for construction funding assistance with a trail segment in the Prairie Corridor. The District would like to apply for federal assistance to help construct a 10-foot wide, 1.2 mile long, crushed limestone trail as part of the Prairie Corridor Trail project near Denton. This trail, which will include an access road and trailhead off Kolbrook Rd., will connect to a 2,000-foot-long trail at the Spring Creek Prairie Audubon Center. Combined, these trails will provide an approximately 3-mile out-and-back trail through native tallgrass prairie and riparian areas. It will also further the plans of the Haines Branch Prairie Corridor Trail, which will connect Pioneers Park Nature Center to Conestoga Lake, to Spring Creek Prairie Audubon Center. The Resolution authorizes the Assistant General Manager of the District to sign the application for the Recreational Trails Program and any project documents required to obtain the funding. The District currently has a written commitment to provide 42% of the local match for the project. The District would request the maximum amount from RTP (\$250,000) with a total estimated construction cost of approximately \$450,000.

It was moved by Matejka, seconded by Lamberty, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve a resolution to apply for a Recreational Trails Program grant for funds to construct a trail segment in the Prairie Corridor.

Motion Passed: 8-0

The third item on the agenda was the consideration of a Recreational Trail Assistant Program application from the Revitalization Association of Weeping Water (RAWW). The RAWW, in partnership with the City of Weeping Water, is requesting \$25,000 from the District's Recreation Trails Assistance Program (RTAP) for their East-West Bridge Project. The project will refurbish a donated bridge, which will be placed over a small tributary of Weeping Water Creek, and build a new 1,000-foot concrete trail connecting an existing trail with a recently built depot. The completed trail will offer a one-mile loop around Day Memorial Park, campgrounds, and ponds for visitors. The total project is estimated to cost \$117,000. RAWW will be providing \$45,000 in cash match and will be applying for a Recreational Trails Program grant with the Nebraska Game and Parks Commission for an additional \$47,000. The application for RTAP assistance is attached. RAWW has demonstrated success partnering with several local organizations to secure this match and will continue to seek funds for future improvements. Staff indicated that this request would expend the remaining dollars in the program. Staff also fielded questions on the number of applicants and whether or not this group intends to apply for more funds next fiscal year.

It was moved by Matejka, seconded by Lamberty, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors approve the Recreational Trail Assistance Program application from the Revitalization Association of Weeping Water for \$25,000 to assist in the development of a city trail.

Motion Passed: 8-0

The fourth item on the agenda was the consideration of an agreement with Theisen Construction Inc. for a bridge repair project on the Oak Creek Trail. LPSNRD staff are requesting approval of a sole-source agreement with Thiesen Construction for timber bridge repairs on one Oak Creek Trail bridge. The bridge, Road 31 West #2, was identified by Theisen Construction in the fall of 2023 during invasive bridge inspections of nine trail bridges as a bridge in need of repair. They are the only company in Nebraska that we know of that specializes in railroad timber bridges. Theisen Construction is a reputable contractor, and the District has utilized them as a sole source contractor multiple times from 2013 to 2023 for timber bridge repairs on our trails. They are a reputable

company and have done great work for the District in the past. Theisen has indicated they would be able to complete these repairs this fall/winter for \$153,000. Staff recommended that this is the best course of action for repairing our old timber bridges rather than the bid process.

It was moved by Mealer, seconded by Lamberty, and unanimously approved to recommend that the Lower Platte South NRD Board of Directors authorize the Assistant General Manager to sign an agreement with Theisen Construction Inc. for the repair of a bridge on the Oak Creek Trail for \$153,000.

Motion Passed: 8-0

The last item on the agenda was a discussion item regarding e-bike/bicycle regulations on our trails and promoting trail etiquette. LPSNRD staff recently fielded complaints and concerns from trail users regarding e-bikes or other motorized use on trails. Staff were contacted by Director Andersen, who also provided a report of an incident involving a walker and an e-bike. Currently, our regulations broadly define what is considered an illegal motorized vehicle and use the federal definition of a bicycle and e-bike when asked by constituents. Currently, we do not define what an e-bike is within our regulations, primarily because the federal definition has evolved many times in recent years with the evolution of e-bikes. This discussion is to consider adding an e-bike regulation and discuss a marketing campaign focused on trail safety/etiquette. The City of Lincoln is currently working on a trail etiquette campaign that they hope to roll out soon. Our hope would be that we could tie into their campaign and use/modify their messaging and signage for our trails. It was suggested that staff work on wording for our current regulations and post speed limit signs on our trails.

Lastly, staff provided updates about purchasing cargo e-bikes to facilitate more efficient and frequent trail inspections. Staff also provided an update regarding subdivision requests to build trail access and a request from Lincoln/Lancaster County Planning to consider allowing access to better meet their zoning requirements. It was suggested that the subcommittee will visit about this further next month with staff from Lincoln/Lancaster Planning Department.

Meeting adjourned at 7:38 p.m.

PC: RF&W subcommittee file



**AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between **Lower Platte South NRD** ("Client") and **JEO Consulting Group, Inc.** ("JEO").

Client's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

Prairie Corridor Trail Design ("Project").

JEO Project Number: **242280.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

- A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

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

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$76,800
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

4.02 Total Agreement

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

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

Client: **Lower Platte South NRD**

JEO Consulting Group, Inc.

By: 

By: Andrew Wilshusen

Title: 

Title: Project Manager

Date Signed: 

Date Signed: 8/7/2025

Address for giving notices:

Address for giving notices:



JEO Consulting Group, Inc.



2000 Q Street Ste 500



Lincoln, NE 68503







SCOPE OF SERVICES: Exhibit A

PROJECT DESCRIPTION:

Lower Platte South NRD: The proposed trail will extend from an existing trail on the north end of the property of the Spring Creek Prairie Audubon Center. The trail will generally follow the edge of the existing tree line with three separate water crossings and will cross Kolbrook Road. The trail will continue north with two more culvert crossings and will terminate at the north end of the property. A parking lot and trail head will connect with the trail on the north side of Kolbrook Road. Access to the parking lot is proposed from Kolbrook Road. JEO services are outlined in the below scope of services for design and bidding services.

1 DESIGN PHASE

- 1.1 Provide Project Management throughout all Phase of this project, to include:
 - 1.1.1 Coordination of all design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the technical memos, plans and specifications, as well as ensure a timely project design.
 - 1.1.2 Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - 1.1.3 Provide oversight to ensure scope of services and schedule is met.
 - 1.1.4 Work with disciplines to identify potential risks and how to mitigate those risks.
 - 1.1.5 Review billed hours by design team and prepare invoice statements for Owner.
 - 1.1.6 Provide monthly progress reports.
- 1.2 Attend and facilitate Initiation/Kick-off meeting with Owner (1 meeting - Virtual). Meeting review to include:
 - 1.2.1 Review the scope, schedule, and project requirements.
 - 1.2.2 Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- 1.3 Engineer will schedule and obtain a topographic survey containing the following:
 - 1.3.1 Survey the locations of all visible physical features (i.e.: concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.) within the proposed site location.
 - 1.3.1.1 The corridor surveyed is proposed to be 50 feet total width along the proposed alignment.
 - 1.3.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, communications, etc.).
 - 1.3.3 Create an electronic drawing using AutoCAD illustrating elevations, site features, property boundaries, and existing utilities resulting from the surveys performed.

- 1.3.4 Research and obtain available surveys, deeds and legal descriptions from the county courthouse for the properties where easements are required as a component of the project.
- 1.3.5 Collect available property pins and/or sections corners to develop the necessary legal descriptions required for the project.
- 1.4 Engineer will make a "One Call" for utility locates to be marked in the project corridor and together with other survey data, will map existing site conditions within the electronic drawing.
- 1.5 NEPA Documentation
 - 1.5.1 Prepare the NEPA Document to include completion of all sections in the document; including, but not limited to, the project description, environmental study area, project purpose and need, Section 6(f), cultural resources, environmental justice, threatened and endangered species, migratory bird treaty act, wetlands, hazardous materials, and environmental commitments.
 - 1.5.1.1 It is assumed the NGPC will provide the correspondence letters from state and federal agencies on Threatened and Endangered Species and Historic Properties for inclusion in the NEPA Document.
 - 1.5.2 Perform a wetland delineation and prepare a wetland delineation report for the project site.
 - 1.5.3 Prepare a hazardous materials memo for the project site.
 - 1.5.4 Prepare aerial maps depicting the project for use in the NEPA document.
 - 1.5.5 Coordinate with NGPC and FHWA on review and approval of final NEPA Document.
- 1.6 Review of existing data and design requirements (standard vehicles, access requirements, etc.).
- 1.7 Prepare 60% complete preliminary plans and specifications. Plans and specifications to include:
 - 1.7.1 General location maps.
 - 1.7.2 Survey control sheets.
 - 1.7.3 Plan and profile sheets of trail including removal and construction notes (50 Scale)
 - 1.7.4 Plan and profile sheets of storm culverts including removal and construction notes.
 - 1.7.4.1 Evaluate and establish proposed culvert sizing.
 - 1.7.5 Parking Lot Grading sheet including removal and construction notes.
 - 1.7.6 Wood bridge structure sheet
 - 1.7.7 Trail Cross sections
 - 1.7.8 Front end specifications complete with bidding, contract, and any required funding requirement documentation.
- 1.8 Create opinion of probable construction cost to be commensurate with the 60% complete plans.
- 1.9 Conduct a plan-in-hand review in the field with the Owner to confirm the proposed layout, survey information and opinion of probable construction cost. (One meeting)
- 1.10 Perform an internal quality assurance/quality control (QA/QC) review of the 60% complete plans and specifications.
- 1.11 Submit 60% complete plans to utility companies for review of potential conflicts. Owner is to provide names and addresses for utility companies licensed or permitted with the Owner that may have utilities in the project area.
- 1.12 Revise plans and specifications based on the QA/QC comments and plan-in-hand meeting.

- 1.13 Prepare 90% complete plans and specifications. Plans and specifications to include:
 - 1.13.1 All sheets previously listed for the 60% complete plans.
 - 1.13.2 Insertion of erosion control sheets.
 - 1.13.3 Insertion of design detail sheets.
 - 1.13.4 Completion of the special provisions section of the specifications.
 - 1.13.5 Complete all forms for Contract Documents including proposals, advertisements for bids, construction contracts, and payment and performance bonds as required.
- 1.14 Perform an internal QA/QC review of the 90% complete plans and specifications.
- 1.15 Finalize construction drawings and specifications subject to Owner's approval.
- 1.16 Prepare a list of final construction quantities and furnish a final opinion of probable construction cost.
- 1.17 Provide completed final documents (Plans, Specifications, and Contract Documents) signed and sealed by a professional engineer registered in the State of Nebraska to Owner.
- 1.18 Prepare necessary permit applications to construct the trail crossing with Lancaster County.
- 1.19 Attend up to one (1) meeting to review final design documents and opinions of probable construction cost, obtain approval of the final plans, specifications and bid documents and receive authorization to submit final plans, specifications and bid documents to the appropriate agencies for review and approval.

2 BIDDING AND NEGOTIATION PHASE

- 2.1 Obtain approval of plans and specifications and authorization to advertise for bids from Owner.
- 2.2 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 2.3 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 2.4 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents} {upon receipt of a refundable fee to be determined by the Engineer.
- 2.5 Attend Public Information meeting and provide general overview of pertinent project
- 2.6 Respond to inquiries from prospective bidders and prepare any addenda required.
- 2.7 Assist the Owner in securing construction bids for the project.
- 2.8 Assist the Owner at the bid opening, consisting of one (1) meeting.
- 2.9 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 2.10 Attend one (1) meeting with the Subcommittee to present and review all bids received and assist the Owner in award of the construction contract.
- 2.11 Attend one (1) meeting with the LPSNRD Board to present and review all bids received and assist the Owner in award of the construction contract.
- 2.12 Prepare and submit necessary information to the Owner for project award approval.
- 2.13 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.

- 2.14 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

3 OWNER RESPONSIBILITIES

- 3.1 Provide timely review of documents or requests for information.
3.2 Provide access to property to conduct proposed services
3.3 Provide contact information for utility companies within the right-of-way along the project route.

4 FEE

- 4.1 JEO proposes to provide the services defined above for the fees defined below:

<u>Task</u>	<u>Fee</u>
Design Phase (Lump Sum)	\$ 72,300.00
Bidding and Negotiation Phase (Lump Sum)	\$ 4,500.00
Total (Lump Sum)	\$ 76,800.00

5 CONTRACT TIME

- 5.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
5.2 Design Phase – 150 days from authorization to proceed.
5.3 Bidding and Negotiation Phase – 45-60 days from authorization to advertise.
5.4 If the Basic Services covered by this Agreement have not been completed by June 1, 2026, through no fault of JEO, extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
5.5 The information in this proposal and fee estimate is valid until September 30, 2025. After that time, the scope of services and estimated are subject to adjustment.

6 EXCLUSIONS

- 6.1 Water line sizing and analysis (i.e. assume replace in-kind)
6.2 Geotechnical investigation of subsurface soils conditions
6.3 Land rights and ownership
6.4 Floodplain, US Army Corps of Engineers Section 404, or other environmental permitting
6.5 SWPPP preparation, administration and inspections
6.6 Any permit fees associated with permit applications
6.7 Special meetings and meetings not outlined in the Scope of Services
6.8 Signing, marking, and traffic control plans
6.9 Street lighting
6.10 Grant administration
6.11 Payroll record review and labor interviews
6.12 Easement description preparation
6.13 Electrical distribution plat maps (existing and proposed)
6.14 Construction Services including material testing.

7 REIMBURSABLE EXPENSES

- 7.1 Typical reimbursable expenses are included in the lump-sum and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 7.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

8 ADDITIONAL TERMS

- 8.1 The General Conditions are specified in Exhibit B.

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GENERAL CONDITIONS

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

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

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

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

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of

the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by JEO with respect to this Project. Upon execution of this Agreement, JEO grants to Client a nonexclusive license to use JEO's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. JEO shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights.

Client assumes full responsibility for any unauthorized use of JEO's Instruments of Service and shall indemnify and defend JEO for any claims that may arise out of such

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unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

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

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

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution

costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory

b. Employer's Liability

i. Each Accident: \$500,000

ii. Disease, Policy Limit: \$500,000

iii. Disease, Each Employee: \$500,000

c. General Liability

i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

ii. General Aggregate: \$2,000,000

d. Auto Liability

i. Combined Single: \$1,000,000

e. Excess or Umbrella Liability

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$1,000,000

f. Professional Liability:

i. Each Occurrence: \$1,000,000

ii. General Aggregate: \$2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.

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

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose

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value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

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

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as

possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

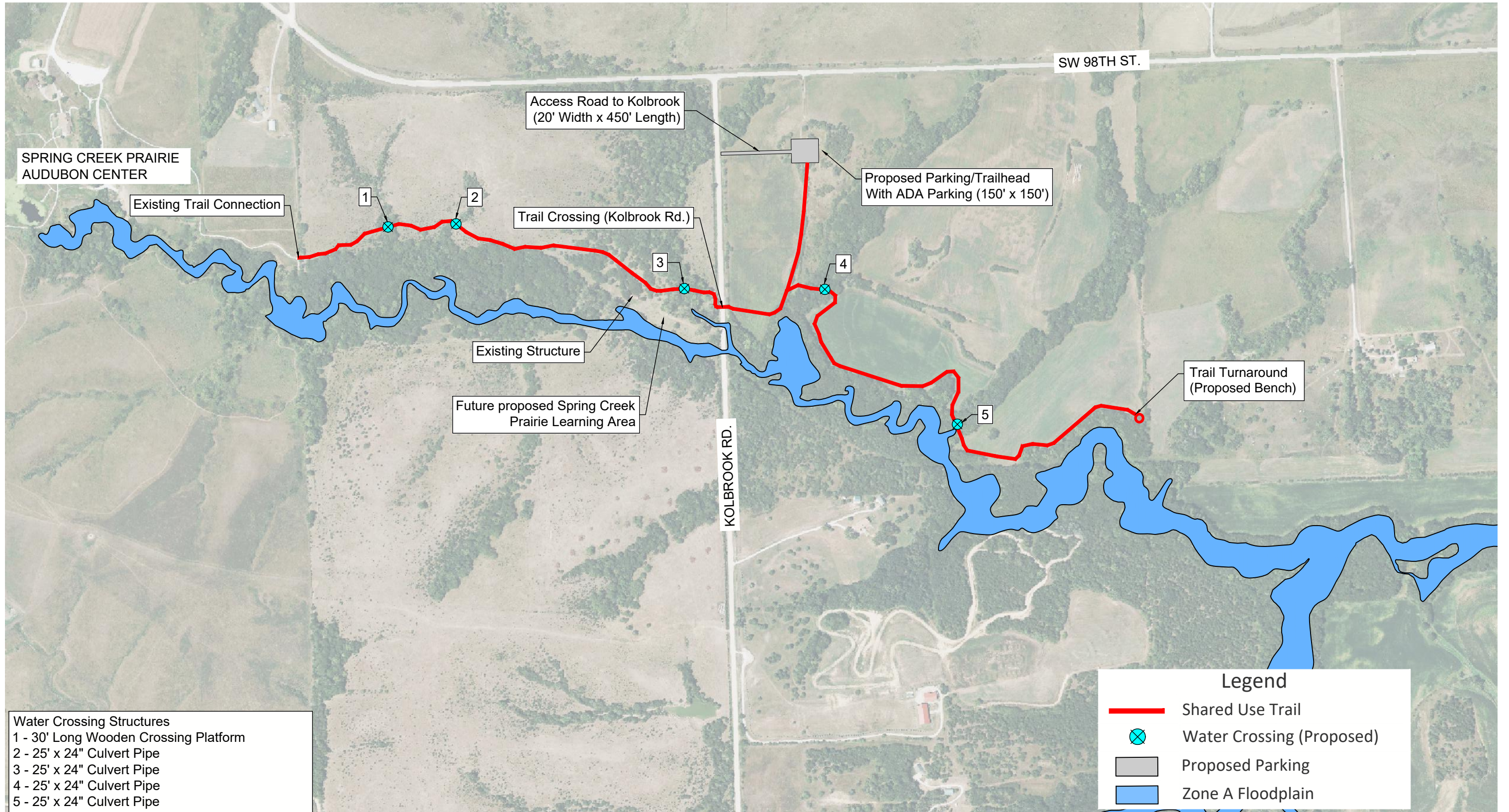
18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

19. WAIVER OF CONSEQUENTIAL DAMAGES:

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

20. DISPUTE RESOLUTION:

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



PROPOSED TRAIL ALIGNMENT MAP

Scale: 1" = 600'

PRAIRIE CORRIDOR TRAIL CONCEPTS

Date: 10.23.2024

RESOLUTION
PRAIRIE CORRIDOR TRAIL - SPRING CREEK PHASE II

1. The Lower Platte South NRD is applying for federal assistance from the Recreational Trails Program for the purpose of developing a 10' wide crushed limestone trail along with an access road and trailhead off Kolbrook Rd. The trail will connect with an existing trail and trailhead at Spring Creek Prairie Audubon Center near Denton, Nebraska and extend north approximately 1.2 miles.
2. The Assistant General Manager of Lower Platte South NRD is authorized to sign the application for federal assistance, and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Nebraska or the Federal Highway Administration.
3. The Lower Platte South NRD currently has written commitments from various sources to provide 42% of the local match for the project.
4. The Lower Platte South NRD and the City of Lincoln are operating under an Interlocal Agreement approved by the Lower Platte South NRD on December 13, 2017, and signed by the Mayor of the City of Lincoln on December 21, 2017. This agreement describes the roles and responsibilities of both parties in the Prairie Corridor, including a commitment by each to participate in shared responsibility for trail maintenance in the corridor. The Lower Platte South NRD will operate and maintain the completed project in a safe and attractive manner. The City of Lincoln will operate and maintain portions of the trail within Pioneers and Bison Parks.
5. The Lower Platte South NRD will not discriminate against any person on the basis of race, color, religion, age, sex, sexual orientation, genetic information, national origin, disability, familial status, veteran status or marital status in the use of any property or facility that is acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, and any of the regulations promulgated pursuant to such Act.
6. The Lower Platte South NRD will comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders and all state laws that govern the grant applicant during the performance of the project.
7. The Lower Platte South NRD will comply with Federal accessibility and use standards where they can be reasonably applied.
8. All paperwork may be signed by the project sponsor, but the Resolution MUST be signed by the Board Chairman.

I certify that this resolution is a true copy of the original document that was adopted by the Lower Platte South NRD at a properly advertised and announced public meeting held this 20th day of August, 2025.

ATTEST:

Witness

Bob Andersen
Chairman of the Board

Appendix A

Recreational Trails Assistance Program Application for Assistance

1. The Lower Platte South Natural Resources District (DISTRICT) Recreational Trails Assistance Program (RTAP) provides up to \$25,000 to match an applicant's contribution to support City's or Village's as they build and develop trails and trail facilities within their communities.
2. Applications are reviewed on a first come, first served basis.
3. Please allow two months for DISTRICT review and approval.

Project Name

East-West Bridge Project

Applicant

Revitalization Association of Weeping Water (RAWW)

Address

PO Box 212

Weeping Water

NE

68463

City

State

Zip

Phone

Pat Joyner 402-677-6406

Email Address

pat.joyner@gmail.com

Amount Requested from DISTRICT:

\$25,000

Total Project Cost:

\$117,000

Applicant Funding:

\$45,000

Project Description: In 2024 a bridge was donated to RAWW to connect the city's lakes and the existing walking trail with Gibson Rhodes Depot Park. The bridge will be refurbished and installed over the tributary at the east end of the lakes to connect the existing trail with a new concrete trail to continue to the depot where a public restroom will be constructed. This will complete a generous mile paved walking trail from the depot around the lakes returning to the depot. Weeping Water residents are very excited about this portion of the project.

The East/West Bridge project is part of the overall Gibson Rhodes Depot Park RAWW worked on for the last 2 years. The initial phase consisted of construction of the depot replica pavilion, parking area, and landscaping. The third phase will add a water tower, windmill and restroom. Future projects will include adding a rail car at the depot. The current trail is in constant use even though walkers have to double back at present to get a full mile walk. This additional trail will allow them to make full loops through

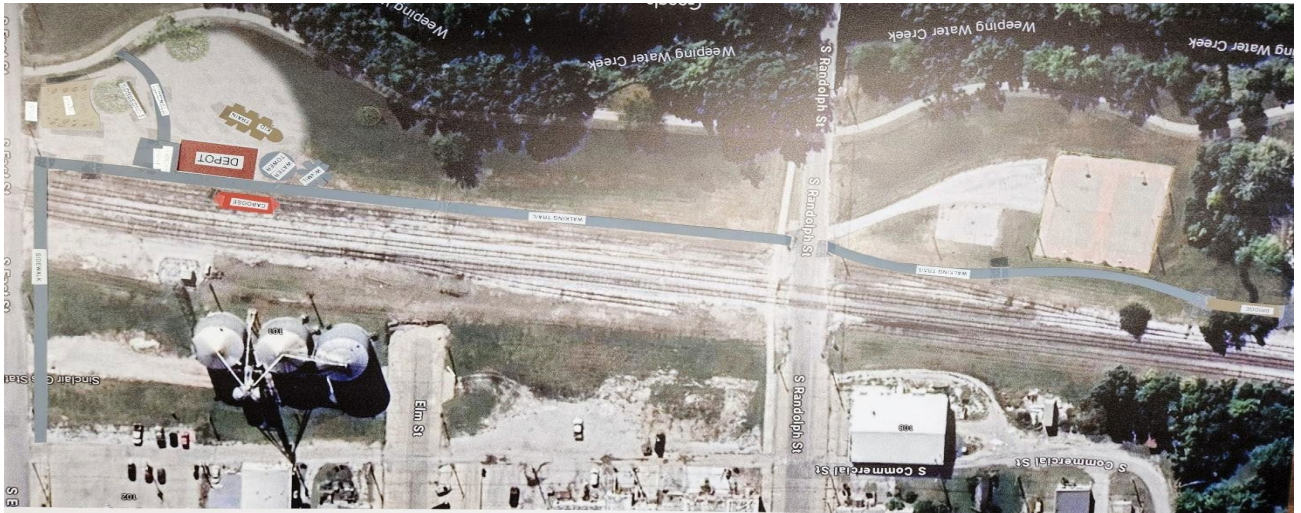
the park returning to the depot. We plan to use the funds we through the RTP grant opportunity. are requesting to combine with our current funds for a match

Project Partners: Weeping Water, grants from Hopper Foundation, Local Masons and others pending, and local donors

Estimated Completion date: December 2025 - weather and funding contingent

Attach Project Plans and Maps

Depot Schematic map



DEPOT



Engineers schematic



Bridge on Truck





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

MEMORANDUM

Date: August 12, 2025

To: Lower Platte South NRD Board of Directors

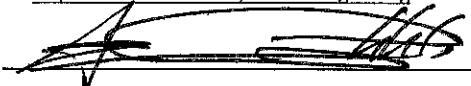
From: Will Inselman, Resources Coordinator

Subject: Thiesen Construction Inc. Sole Source Justification

The project consists of the rehabilitation of one timber railroad bridge, Oak Creek Trail, Road 31 West #2. This bridge was identified as being a high priority for repairing nine bridges, which were inspected in 2023 using invasive bridge inspection techniques.

Thiesen Construction Inc. has a long track record of inspecting and repairing wood and steel railroad bridges. Over 36 years, they have built a reputation in Nebraska as experts in the rehabilitation of this type and age of railroad bridges. Due to their expertise, Thiesen Construction Inc. was hired to conduct the bridge inspections, making them familiar with the bridges and the necessary repairs. There are no other contractors known to NRD staff who possess similar expertise to work on this type of bridge. The District has worked with Thiesen numerous times since 2013 and has had excellent results from the projects they have worked on.

THEISEN CONSTRUCTION INC
PO BOX 97
NORFOLK, NE 68702-0097
402-379-4564

PROPOSAL SUBMITTED TO: Lower Platte South NRD		DATE: August 6, 2025	
		JOB NAME: Road 31 West #2	
ATTN: Eric Zach Will Inselman		JOB LOCATION: Valparaiso	
Mobilization: Move crane, semi, trailers & equipment to both ends of bridge		\$22,500.00	
Labor: Remove & replace wood caps, remove & replace x braces, replace missing spacer blocks, drive sheet pile behind both backwalls, drive H pile & wings		\$105,000.00	
Materials: 7 gauge sheets, 14x12x14 wood caps, spacers, etc.		\$23,000.00	
Compaction: Use Bomag compactor to backfill both abutments after sheet installation		\$2,500.00	
**NRD to provide dirt and trail material, close trail, remove trees, provide access for crane and perform final grading on trail			
** All fence removal and installation to be handled by landowner and NRD			
** All work is "in kind" with exception of sheet pile back walls			
PROPOSAL AMOUNT: <u>ONE HUNDRED FIFTY THREE THOUSAND Dollars (\$153,000.00)</u>			
PAYMENT TO BE MADE AS FOLLOWS: <u>Payment is due 30 days following billing</u>			
AUTHORIZED SIGNATURE:			
NOTE: THIS PROPOSAL IS GOOD FOR 30 DAYS			
ACCEPTANCE OF PROPOSAL:		_____	
DATE OF ACCEPTANCE:		_____	
PLEASE SIGN AND RETURN A COPY OF ACCEPTED PROPOSAL			