

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, April 18, 2013 AT 3:00 P.M.

CITY-COUNTY BUILDING
555 S. 10TH STREET
CITY COUNCIL CHAMBERS ROOM 112
LINCOLN, NE 68508

1. Introductions and Notice of Open Meetings Law Posted by Door (Chair Beutler)
2. Public Comment and Time Limit Notification Announcement (Chair Beutler)

Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.

3. Approval of the minutes from the JPA meeting held March 7, 2013 (Chair Beutler)
 - (Staff recommendation is for the JPA Board to approve the minutes as presented)
4. Approval of March 2013 Payment Registers (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the payment registers)
5. Review of March 2013 Expenditure Reports (Steve Hubka)
 - Public Comment
6. West Haymarket Progress Report (Paula Yancey)
 - Public Comment
7. WH 13-34 Resolution to approve the Joint Public Agency Conduit Transfer Agreement between the City of Lincoln, Nebraska and the West Haymarket Joint Public Agency to transfer the JPA Conduit System to the City of Lincoln. (Dan Marvin)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
8. WH 13-35 Resolution to approve Amendment No. 011 to the Agreement between DLR Group, Inc. and the West Haymarket Joint Public Agency to provide for the design and other services needed to change the flooring in the South and North Lobby areas of the Pinnacle Bank Arena from stained concrete to epoxy terrazzo. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

9. WH 13-36 Resolution to approve Amendment No. 012 to the Agreement between DLR Group, Inc. and the West Haymarket Joint Public Agency to provide for a new office in the commissary storage area of the Pinnacle Bank Arena. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
10. WH 13-37 Resolution to approve Change Order No. 5 to the Final Guaranteed Maximum Price Amendment to the Amended and Restated Construction Manager at Risk Contract with M.A. Mortenson to add additional work including supports for the “N” sign, power for illuminated signage, refrigerators in the Loge Boxes, terrazzo flooring and sub-woofer speakers at the arena bowl. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
11. WH 13-38 Resolution to approve Change Order No. 6 to the Final Guaranteed Maximum Price Amendment to the Amended and Restated Construction Manager at Risk Contract with M.A. Mortenson to add additional work to upgrade UNL lockers in the Arena. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
12. WH 13-39 Resolution to approve Change Order No. 9 to the Contract Agreement with Hawkins Construction Co. for the West Haymarket Joint Public Agency Infrastructure Improvements Core Area Roadway and Utilities Project to exclude certain quantities for items to be incorporated into the JPA Streetscape Project and make other actual quantities adjustments. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
13. WH 13-40 Resolution to approve the Contract Agreement between the West Haymarket Joint Public Agency and Sampson Construction Company, Inc. for the West Haymarket Joint Public Agency Infrastructure Improvements Core Area Roadway Streetscape Project (Bid No. 13-082). (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
14. Set Next Meeting Date: Friday, May 3, 2013 at 9:30 a.m. in City Council Chambers Room 112
15. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
March 22, 2013

Meeting Began At: 3:03 P.M.

Meeting Ended At: 4:16 P.M.

Members Present: Chris Beutler, Eugene Carroll, Tim Clare

Item 1 -- Introductions and Notice of Open Meetings Law Posted by Door

Chair Beutler opened the meeting with introduction of the Board members. He advised that the open meetings law posted at the back of the room is in effect.

Item 2 -- Public Comment and Time Limit Notification

Public comment is welcome. Beutler stated that individuals from the audience will be given a total of five minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record and sign in.

Item 3 -- Approval of the minutes from the JPA meeting held March 7, 2013

Beutler asked for corrections or changes to the minutes of the March 7, 2013 meeting. Being none, Carroll moved approval of the minutes. Clare seconded the motion. Motion carried 3-0.

Item 4 -- Approval of February 2013 Payment Registers

Steve Hubka, City Finance Director, presented the payment registers for February 2013. Hubka noted that the register was for roughly \$11,209,000, made up largely of three expenditures: 1) \$8.4 million to Mortenson, 2) \$551,000 to Baring Industries for food service equipment, and 3) \$1.5 million to Hausmann-Dunn for construction of Parking Deck 1.

Clare asked if we were on budget and if, from an audit perspective, we have all of the proper documents and signatures necessary. Hubka answered yes.

Hearing no public comment, Carroll moved approval of the payment registers. Clare seconded the motion. Motion carried 3-0.

Item 5 -- Review of February 2013 Expenditure Reports

Hubka presented the job cost and operating expenditure report for February 2013. There was no public comment, and no action was necessary on this item.

Item 6 -- WH 13-5 Resolution to approve a Letter Agreement between the West Haymarket Joint Public Agency and the University of Nebraska to amend the Lease and Operating Agreement to allow the assignment of and certain rights to three UNL Suites to the JPA.

Jeff Kirkpatrick, City Attorney's Office, explained that this letter agreement is to recognize that the three suites assigned to the University will be handled by the JPA in the same way as all of the other suites. The University is assigning the rights to these suites to the JPA. The JPA will be collecting the rent and forwarding to the University what they would have created. The rationale for the assignment is that the suites will be treated the same way creating an ease of administration.

Kirkpatrick explained that a Motion to Amend was necessary on this item, which includes a substitute resolution. During the drafting of this item, the suites were re-numbered. Therefore, the substitute resolution includes the corrected suite numbers.

Hearing no further public comment, Carroll moved approval and Clare seconded the motion. Carroll moved approval of the Motion to Amend No. 1 to accept the substitute resolution and letter of agreement. Clare seconded the motion. Motion passed 3-0. The main motion carried 3-0.

The Board moved to Item 9 before returning to Item 7 and Item 8 on the agenda.

Item 7 -- WH 13-27 Resolution to approve an Agreement between the West Haymarket Joint Public Agency and Davis Design for Design Services for the Parking Garage (Deck 3) generally located east of Pinnacle Bank Arena between O Street and P Street, pursuant to RFP 13-031.

Paula Yancey, PC Sports, stated that this is in direct relationship with the rest of today's discussion. This approves an agreement with Davis Design for the design of Parking Garage Deck No. 3, which is directly related to the Project Oscar development. This RFP went through the City's Purchasing process. Out of the three short-listed firms, Davis Design was selected by the committee. They are also the design firm under the LHIT (Lincoln Haymarket Infrastructure Team) contract for the Parking Deck No. 1 design, so we were able to save approximately \$200,000 by them being able to use some efficiencies gained in the design of Deck 1 for Deck 3. This also allowed for some fast tracking of the design. The total contract amount requested today is \$766,706. This is part of the budget just approved in Item 9.

Clare asked if this is within budget to which Yancey explained it is within the \$30 million budget just approved. She further clarified that it is the garage in conjunction with the Olsson Building. Carroll clarified that by doing this now we would create savings by utilizing the efficiencies found in the design of Deck 1 for Deck 3. The construction costs would be the same as spent on Deck 1 instead of future costs that might be higher. Yancey concurred and stated that it also is allowing us to meet the timeline to construct the building and meet the parking needs for Project Oscar once their building is constructed.

Jane Kinsey, Lincoln Watchdogs, responded that it is always easy to say that if you do it now you save money. Businesses do not operate that way. They spend money because it is reasonable, not to save money.

Carroll moved approval of the resolution. Clare seconded the motion. Clare stated he will vote to approve this and other items relative to the Olsson Project because his colleagues have voted to approve the funding on Item 9. Motion carried 3-0.

Item 8 -- WH 13-28 Resolution authorizing the issuance of not to exceed \$30,000,000 of General Obligation Facility Bonds

Hubka introduced Scott Keene of Ameritas Investment Corp., who is here to go over the parameters of the financing, and Mike Rogers and Lauren Wismer of Gilmore and Bell, our Bond Council who drafted the Bond Resolution. Hubka pointed out that these are general obligation bonds of the West Haymarket JPA. They are not Parking Revenue Bonds. They are equivalent in many, if not all, respects to the three \$100 million issues that the West Haymarket JPA has already sold. This is not part of the City parking system, which has many outstanding Parking Revenue Bonds.

Scott Keene reported that these bonds would be on parity with the outstanding \$300 million of JPA bonds. They are in the midst of doing a private activity analysis of the intended use of the parking facility to see if any of these bonds need to be issued on a tax basis. That information should be available within the next month or so. Therefore, the resolution before the Board today authorizes the issuance of either taxable or tax-exempt bonds. If a portion of financing has to be issued on a taxable basis, they envision doing that on the shortest maturities where it has the least impact to the cost of the JPA. The shortest maturities would be taxable bonds, and longest maturities would be the tax-exempt bonds, to produce a significant savings from that relationship. The parameters allow the bonds to be issued in an amount not to exceed \$30 million with a final maturity no later than December 31, 2045. The true interest cost on the tax-exempt bonds cannot exceed 4.5%, the true interest cost of the taxable bonds cannot exceed 6%, the underwriter discount will not exceed 1%, and the JPA has the flexibility to do either a negotiated sale or competitive sale. They are recommending a competitive sale, the same way the first three issues were handled. The current estimates are that if the entire financing were done on a tax-exempt basis, we would have a rate in the area of 3.4%. If the entire financing were done on a taxable basis, the rate would be approximately 4.5%. Therefore, there is a bit of cushion between today's market and the parameters within the resolution. Since, we do not know when we will be getting to market with these bonds, they were cautious about the parameters.

Mike Rogers just added that this is the same form of resolution used in the prior \$300 million worth of bonds.

Carroll asked Keene how fast these could be sold based on the JPA's strong rating. Keene expounded that the JPA has a AAA rating from Standard and Poor's and a AA1 rating from Moody's, so clearly there will be great interest in this financing. They would be moving quickly to get the bonds to market, but first have to get through the private activity analysis to determine if there are any issues. Once that is clear, they are in the midst of drafting the documents and can get to market very quickly.

Kinsey inquired as to who will buy the bonds and where they will be advertised. Keene explained that they hope to sell the bonds at a competitive sale, which means they would be working through an internet auction system. Any broker, dealer, or firm has the ability to bid on these bonds and they are sold through an all or none sale for the entire amount of the financing. The buyers are then responsible to turnaround and sell to their investors across the country. We have no control over who might win that bidding process or whom they would sell those bonds to afterwards. Keene clarified for Kinsey that these could be individuals or institutions. He went on to state that due to the size of this financing it would likely be both. Kinsey asked what the amounts would be, to which Keene replied that they would be sold in \$5,000 increments with the issue structured so that there would be a principle amount of debt amortizing each year. If all \$30 million was done, there would be between \$700,000 and \$1.3 million at the tail end of the financing. Kinsey asked about the rate and if the bonds could be sold. Keene responded that we will not know the exact percent until we go to market. The bonds cannot be sold

prior to the auction. The owners can sell them at any time at whatever rate a buyer is willing to pay. Kinsey noted that the SCC member from Kansas City is worried about inflation, so if the interest rates fly up she wondered if people could be stuck. Keene explained he cannot make recommendations as to whether or not people should be buying fixed income securities, but people have many reasons for buying them. There may be more risk now as rates are so low they may not drop lower. However, people are still investing and these rates may hold for quite awhile.

Carroll moved approval of the resolution. Clare seconded the motion. Motion carried 3-0. Having previously dealt with Item 9, the Board moved to agenda Item 10.

Item 9 -- WH 13-29 Resolution to approve the West Haymarket Joint Public Agency Phase II Budget Summary.

Hubka explained that we have been operating with a Phase I budget that was adopted early on and which has been amended a couple of times by the JPA. Presented to the Board today is a Phase II budget for Parking Deck Nos. 2 and 3. The Phase II budget is broken down by general coordination with PC Sports, the estimated parking construction costs of \$26.9 million, and bond related costs of \$422,000. There is a 1.5% owner contingency for a total proposed Phase II budget of \$29,082,347.19.

Clare stated, and Hubka confirmed, that we are roughly at \$346 million on Phase I of the project. The taxpayers were told that the costs would be around \$344-\$345 million. Clare was concerned if we were on budget if we are proposing another \$30 million today. Hubka explained that we are on budget today. And, provided this Phase II budget is approved, construction of Parking Decks Nos. 2 and 3 will occur while still being on budget. Clare clarified that his concern was whether this \$30 million additional funding had been properly disclosed to the public. When the project was started, the Board was adamant about openness and transparency to everyone. He was struggling as to whether this happened on this additional funding.

Dan Marvin, JPA Board Secretary, detailed the short history stating that in January Paula Yancey and he had gone to the Lincoln Journal Star. There was an editorial at the time saying that they felt it was appropriate to propose the construction of two additional parking garages. That provided notice to the public. There was also notice to the public when the Redevelopment Agreement was voted on at City Council. A complete package went to the City Council where a public hearing took place which allowed people to comment or express any concerns. Key in this proposal was the building of additional parking garages. Dan spoke, as several others did, in favor of the proposal. No one appeared during the public hearing in opposition. Council voted unanimously to move the project forward to this body for additional approval.

Going back a little further, Dan explained that the public was originally shown a map of the entire area at the vote. This included the roadways, the festival parking lot, the arena, the double roundabouts, the work on "N" Street, a location for District Energy, a surface parking lot to serve the Ice Center, and three parking garages. This was prior to the vote. The newspaper was given the estimated price of each item and within that list was a price for two parking garages and related surface parking lots.

Logically some costs ebb and flow during construction. A couple of small items that changed since the vote are the orientation of the arena as it had to turn slightly to fit between railroad tracks and the District Energy Plant was relocated to the north to save on costs for piping. The cost per block was between \$.5 and \$1 million.

At the time, the amount of private development and its timing was unclear. Therefore, to save on costs, the plant was moved closer to the arena, which was a known to require heating and cooling. DEC looked at the plans and approved the location. They also looked at Austin, Texas that had wrapped a parking garage around the plant. That model was to be used here to save some funds as well.

The JPA Board received a budget that was voted on in the summer of 2010. The list of projects in the budget included a parking garage south of the arena and the arena parking garage. This created the budgeted number of about \$340 million. They have been working off that budget to date, which included the assumption of building two parking garages to meet the demand for the arena. The most recent budget approved by the JPA Board was \$342 million. Three garages were never envisioned, even though the parking demand might argue that, as development that is more commercial comes on board, additional parking would be wanted to meet the needs. During the original vote discussions, the two main concerns were traffic and parking problems.

There was a vote on January 11th, 2011 for the final design of the south parking garage. The media and public would have been notified at that time. At the same time, since the DEC plant was moved closer, there was an amendment before the Board that passed to fund additional footings expanding the foundation to handle a parking garage around that building. This was anticipating future expanded parking needs. Marvin would argue that we have always assumed that we would need additional parking, but we did not want to glut the market too early waiting instead on a demand for more.

Providing clarification for Regent Clare, Marvin confirmed that the garage attached to the arena and the garage in the block immediately south of the arena (Deck 1) are both currently under construction. A parking garage to be added will wrap the DEC Plant (Deck 2). In May of 2011, after the relocation of District Energy, the Deck 2 garage was brought forward -- this is actually the third parking garage if you count the garage attached to the Arena, Deck 1 and the proposed Deck 2.

The 2008 parking study done by Carl Walker recommended a certain number of additional new parking stalls after looking at what was proposed to be built in the area. The City's LumberWorks Parking Garage will help, but the two new hotels coming into the area are consuming the capacity of the old or existing Haymarket. Walker said that at full build out we needed an additional 3,500 to 3,600 parking stalls. At that point in time, we were not aware that we would be able to do commercial development on the ice center block or that the surface lot would be taken out of commission that was to serve the ice center and other related developments.

We have to build a certain amount of capacity to meet growing development needs. When we went to the public with a vote, we were clear that we anticipated continued commercial development, maybe \$100 million worth. With Traction Development Partners on board, we already have around \$55 million.

Project Oscar adds another \$16 million. Even before the project is open, we have committed developments that make us well on the way to meet or exceed the number we expected when we went to the public for a vote.

Carroll stated that in January of this year, the Board approved an addition to the PC Sports contract for management of construction of those Parking Decks 2 and 3. When Yancey talked about the contract, there was discussion as to if and when that need was coming. The Board stated at the time that they knew it would be coming, but unsure as to how fast. The Board approved the contract with PC Sports.

Carroll went on to state that at the City Council meeting, the discussion was directly about these two new parking garages and how much they would cost, who pays for the cost, and about them being revenue producing so there would be no cost to the City. Carroll wondered why there was a lack of negative response from the public at that time. Marvin confirmed there were no negative public comments or concerns expressed during the public hearing process on both the garages and redevelopment agreement before the City Council.

Project Oscar is contracting for 300-350 stalls, with a number of stalls presold. When the arena needs parking, there is the ability to redirect those stalls to provide space to those attending arena events. Carroll summarized that this item is not new since it has been discussed over a number of months. If someone says he or she is not aware, he assumes it is simply because he or she may have not been paying attention. Marvin commented that we live in a fairly large City and it is impossible for everyone to know everything.

Clare did not recall that the cost of the projects was discussed at the time of PC Sports contract dialogue. He is simply concerned about transparency. All of the Board wants this project to be open and transparent. He understands that in January there was a positive editorial and a couple of other times the public could have come to the City Council meetings when these items were on the agenda, but overall, the Board has tried to go above and beyond to get notice out to the public. He is not sure that we have given this item as much notice as other items relative to finance.

Marvin stated that it would have been very easy to get hold of him if someone wanted to sit down and review items or if they had concerns. He got some inquiries from reporters, but was surprised he did not get more public inquiries, and that there was no opposition at any of the City Council meetings. Clare believes there is generally much enthusiasm about Project Oscar, but the additional funding has caught some people by surprise.

Jane Kinsey, Watchdogs of Lincoln Government, relayed she was glad Mr. Clare brought up the concerns as Watchdogs planned to bring up the same concerns. Kinsey stated that the newspaper is not read by every citizen of Lincoln -- even if they hold responsible jobs and are successful. On the City Council meetings, you have to watch the website to see what is on the agenda and then take off from work or other obligations to attend if wishing to speak. You can email, but you have no guarantee that will be successful. She believes the public's eyes are glazing over at the amount of money being spent by the City. It is impossible to keep up with every expense that is going on in this City. The grand design is fine, but the feedback is that other needs are not being met (such as underfunding of Firefighter's Pension and millions still owed on Phase I of Antelope Valley Project). That, along with the fact, that there are no guarantees that this will produce the income anticipated. Regardless of your stance on the arena, the outcome is unclear and in the hands of God as to whether it will make it or not. There are many variables that can affect the proposals and it is scary to think about the obligations being made at this point. There should be some way to get the media to let the public know about this and the fact that the budget has been raised twice over what was originally told to the public. There is not an understanding of why, when you are not sure what businesses will come in or what they will do, you would go ahead and finance this expense now. There needs to be more explanation to the public. She would say you wanted to fund this in a different way because you have revenue bonds for other

downtown parking garages. She believes this is over and above what was stated previously. Other experts do not believe this is the wise way to do funding, that you need to do financing over a period of time, re-evaluate what is going on as far as development, and determine when use is needed before you finance. The taxpayers are at risk because, if the revenues do not meet projections, you will have to go to the taxpayers for additional money. It has been fortunate that the Occupation Tax has brought in more money than anticipated, but there is no guarantee that will continue. The Watchdogs are in support of some overall grand method to notify the public of this intent, that there are risks, why the risks are worth taking, and the justification in relationship to other obligations that could leave the taxpayers at risk.

Clare stated he whole-heartedly supports Olsson Associates, he whole-heartedly supports their move downtown, and he whole-heartedly recognizes and supports what they have done for the community and throughout the country. He feels we are very fortunate to have them as an employer in Lincoln and now in the West Haymarket Project. He just wants to be sure we give the community the opportunity to participate, especially when these are bonds that would be issued.

Clare moved to delay this decision until April 5 to give anybody the opportunity to review the documents and get their questions answered. This would then be up for a vote on April 5. The motion failed for lack of a second.

Carroll moved approval of the resolution. Beutler seconded the motion. Discussion followed.

Beutler stated he was shocked by what is going on today. He does not understand the rationale or emotions involved. There has been no evidence of lack of transparency, lack of openness, lack of discussion, lack of proper procedure, or lack of proper separation of phases. Everything has been laid out clearly over time in the same manner as it has always been on this project.

Beutler commented that sometimes he thinks people in this City are afraid of prosperity or that they do not even want success. The motion to delay is shockingly anti-business in his opinion in the sense that we have developers who have laid themselves on the line -- \$16 million on the line. They have gone through all sorts of tedious City processes to get to this point. They are giving up an existing lease on another building, they have made financial commitments, they are truly entrepreneurs and they are one of the best engineering companies in this region (much less in this City). We have business people putting themselves on the line and time is important to them. We should not be making up reasons to delay, confuse and possibly lose their support. This is not a done deal necessarily. So he would not vote to support a delay of this agenda item.

Carroll stated as a representative of the City Council, that the City Council had a public hearing on this item when it was on their agenda. They had a very good discussion of the entire Project Oscar, including the parking garages. The City Council voted unanimously to approve it. He feels that the City Council and the City of Lincoln have given their word to the developer. Carroll stated that we should be thanking them for investing in the City of Lincoln and that we are going to partner with you to build a parking garage so you are successful which in turn makes the City of Lincoln successful. To say there has been no transparency or to delay this because someone does not understand or cannot go look in a newspaper or look on a public agenda to see that this has been discussed for a very long time seems to him also to be anti-business as the Mayor has said.

Carroll commented that this takes us back to when the City was called non-business friendly, but now we are business-friendly, with this being the perfect example of a partnership between the JPA, the City of Lincoln, and the developers for Project Oscar. He thinks the City Council spoke loudly when it voted yes to approve this project saying the City of Lincoln is open to business and this is important to Lincoln.

Carroll commented that the people should know we are doing their business by encouraging development in the West Haymarket, which is actually going faster than planned. That is a good thing because we are recognized as open to business. This is another reason we should vote and move these items forward. It sends a good sign, not just to our population, but to the public around the United States that the City of Lincoln is a good place to do business. He wants the City Council to be able to keep its word by voting yes on great projects like this one.

Clare responded that he hardly would consider himself as anti-business and he hardly would consider himself to be against the development in the West Haymarket. He hardly would consider himself against the progress that is being made by Olsson Associates and others. What he is saying however is that a commitment was made and he has received several communications received from multiple people inquiring as to the additional \$30 million. He is not against the project, but those inquiries tell him that we may need to take a step back and vote on it in two weeks. He is extremely pro-business and does not think a two week delay says otherwise. He is also extremely transparent and wants the City and taxpayers in this community to be 100% behind this project and allow it the opportunity to be thoroughly vetted.

Carroll having previously moved and Beutler seconding, the motion moved to the vote. The motion passed 2-1. Beutler and Carroll voting yes. Clare voting no.

Item 10 -- WH 13-30 Resolution to approve a Contract between the West Haymarket Joint Public Agency and Lift Solutions, Inc. for purchase of forklifts for the Pinnacle Bank Arena, pursuant to Bid No. 13-063.

Yancey explained this was for the purchase of three forklifts to be used within the Pinnacle Bank Arena. One of the forklifts will be a 7,000 lb forklift and two will be 4,000 lb capacity forklifts. These were bid through the City's Purchasing Department. Lift Solutions was the low, most responsive bidder at a total contract amount of \$75,932, which falls within the amount in the FFE budget. SMG will use these to move equipment and fixtures within the building – e.g. pallets, chair and table carts, the basketball floor, and off loading of semi trucks for events. Responding to Carroll, Yancey confirmed the company has an Omaha location.

Kinsey asked if there were forklifts at Pershing. Yancey explained that there is a 20-year old forklift and a fairly recently purchased used forklift at Pershing. Pershing will need those as long as it is operational. Once Pershing is no longer operational, both of those forklifts will be moved over to the arena as backup if they are still operational. Kinsey asked if it would be possible to rent until these forklifts moved to the arena. Yancey explained that, although feasible, it would probably not be as cost effective to rent the equipment. We needed to be sure we could off load trucks and move equipment expeditiously around the arena for events. In response to Kinsey, Yancey stated they did not do a cost analysis. This was standard with the arenas she has built in the past.

Carroll moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 11 -- WH 13-31 Resolution to approve the West Haymarket Redevelopment Agreement (P Street and Canopy Street Project) between the West Haymarket Joint Public Agency, the City of Lincoln, and Project Oscar LLC.

Rick Peo, City Attorney's Office, explained this was the Redevelopment Agreement previously approved by City Council. The involvement of the JPA is as owner of the land that was agreed to be sold to Project Oscar at \$15 sq. foot. The total value of the lot is \$486,604. Also, to make the project feasible for the parking that is needed, the JPA is agreeing to construct Parking Deck No. 3.

Kinsey inquired as to whether this is a paper agreement. Peo explained that the budget for Parking Deck 3 was previously approved today. This is a redevelopment agreement between the City of Lincoln, the JPA, and the redeveloper of Project Oscar to construct their 80,000 sq. ft. building. He confirmed that was Zack Weigert's group. Clare clarified this is for the sale of land and construction of the parking garage. Kinsey asked how that differed from the next item. Peo explained that the next item is for a different parking garage.

Josh Berger, Scott Woodbury-Weigert working on Project Oscar, can forward. He thanked the Mayor and his staff, the City Council, and Dan Marvin, Adam and Paula with PC Sports, for their support. They have worked hard to get to this point in this project. They are excited and feel privileged to be part of West Haymarket. They believe it will be a great asset to the City of Lincoln for years to come. Olsson Associates will be a great bookend to the Pinnacle Bank Arena and will be a valuable asset in making the West Haymarket successful.

Todd Lorenz, Olsson Associates, stated Olssons is extremely excited and feel the West Haymarket will be a fantastic home for their new corporate headquarters. He personally thanked Mayor Beutler and his staff and the City Council for their support. The past eight months took a lot of work and they are very appreciative of City staff for their hard work. They look forward to continued support. Beutler thanked them for sticking with the negotiations, which can get very difficult at times. Everyone worked at a solution in good faith to what he hopes is a solution that makes everyone happy.

Kinsey wanted to offer that Lincoln Watchdogs is not anti-business as they have businesses of their own. Everyone hopes that this project will make it. If it does not, it will be a disaster. Louisville, KY has not been successful, as well as Century Link (Quest Center) in Omaha, which had promised to be self-supporting. Taxes then had to be raised to support it. Everyone is on the same page that they want this to be successful. The bottom line is that, with huge amounts of expenditures, we ask ourselves if we are going too fast and are biting off more than we can chew. At that point, there is room for differences of opinion. The concern and questions are simply about how the process is unfolding. Beutler appreciated Kinsey's comments and agreed there is room for differences of opinion.

Carroll moved approval of the resolution. Clare seconded the motion. Carroll added that the developer has been very successful. They worked on the Larson Building and they are involved in the Innovation Campus Project. They also have built a new hotel in the Haymarket area. They know how to develop real estate and we welcome them. Motion carried 3-0.

Item 12 -- WH 13-32 Resolution to approve Amendment No. 17 to the Agreement for Engineering Services, Haymarket Infrastructure Design Project No. 870000, between the West Haymarket Joint Public Agency and Olsson Associates dba Lincoln Haymarket Infrastructure Team to include the remainder of the design for parking garage Deck 2, and to provide professional services during construction.

Yancey stated this is for Amendment No. 17 to the Lincoln Haymarket Infrastructure Agreement. This provides the reminder of the design services for Parking Deck No. 2. As Marvin mentioned earlier, a portion of the design services was approved earlier to do the foundations and underground design work for this garage. We now need to approve the remaining design so we can construct and have this garage ready for the development. To keep the design with the same team that worked on it previously, we would like to do this by amendment for \$680,904. This would be with LHIT and Davis Design.

Hearing no public comment, Carroll moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 13 -- WH 13-33 Resolution authorizing the Chair of the West Haymarket Joint Public Agency (JPA) to (1) enter into a Fourth Amendment to Master Development Agreement between BNSF Railway Company (BNSF) and the JPA which will provide for BNSF to convey to the JPA and for the JPA to convey to BNSF certain additional properties which have been identified by BNSF and the JPA as needed for the JPA's West Haymarket Project and BNSF's track relocation, but were omitted from the last closing between the parties, and (2) execute required deeds and other closing documents on behalf of the JPA.

Peo explained that this was a housekeeping matter. When the last closing was done, a small sliver of land was omitted that was in BNSF's name. It is part of Canopy Drive right-of-way. BNSF is agreeable to convey the land and there is a small piece of property we would convey back to them. These properties were identified earlier, but omitted in the last closing. There is no monetary exchange between the parties.

Hearing no public comment, Carroll moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 14 -- Set Next Meeting Date

The next meeting date is set for Friday, April 5, 2013 at 3:00 p.m. in City Council Chambers Room 112.

Item 15 -- Motion to Adjourn

Carroll made a motion to adjourn the meeting. Clare seconded the motion. The meeting adjourned at 4:16 p.m.

Prepared by: Pam Gadeken, Public Works and Utilities

West Haymarket Joint Public Agency
 Payment Register
 3/1/2013 through 3/31/2013

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
76881	Windstream	Billing Number 402-477-6387	06095	W Haymarket O & M	PV	1432575	94.04	03/06/13	489097
127319	Urban Development	JPA Share Kimley-Horn Pk Study	06095	W Haymarket O & M	PV	1432591	4,475.00	03/06/13	489098
131481	Public Works Business Office	City Staff-Pam Gadeken	06095	W Haymarket O & M	PV	1432593	379.43	03/06/13	489099
133428	LeGrande Excavating Inc	Job #1013H Amtrak Station	06095	W Haymarket O & M	PV	1432597	73.75	03/06/13	489100
597350	Mr Yards and More LLC	Snow Removal Amtrak Station	06095	W Haymarket O & M	PV	1432598	270.00	03/06/13	489101
37233	Olsson Associates	West Haymarket Monitoring	06095	W Haymarket O & M	PV	1432571	335.49	03/07/13	60010
37233	Olsson Associates	West Haymarket Monitoring	06095	W Haymarket O & M	PV	1432573	746.72	03/07/13	60010
98079	Black Hills Energy	510 N St 01/21/13-02/19/13	06095	W Haymarket O & M	PV	1432584	365.02	03/07/13	60041
585350	Hausmann Construction	Final pay on infrstr improv	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1431380	3,750.53	03/07/13	60071
585350	Hausmann Construction	Pay retainage on contract	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1431381	104,168.72	03/07/13	60071
82368	State of Nebraska	Jan,2013 Monitoring Act#10620	870602	WH Voluntary Clean-up Program	PV	1434003	88.70	03/13/13	489556
82368	State of Nebraska	Jan,2013 Monitoring Act 0637	870602	WH Voluntary Clean-up Program	PV	1434004	2,274.69	03/13/13	489556
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1435335	25.90	03/13/13	489557
98415	Lincoln Water System	510 N St	06095	W Haymarket O & M	PV	1435336	89.02	03/13/13	489558
102154	Public Building Commission	Finance- Mark L 03/13	06095	W Haymarket O & M	PV	1435337	52.24	03/13/13	489559
102154	Public Building Commission	Finance- Mark L 03/13	06095	W Haymarket O & M	PV	1435337	204.62	03/13/13	489559
131481	Public Works Business Office	City Staff-Pam Gadeken	06095	W Haymarket O & M	PV	1435340	875.61	03/13/13	489560
37233	Olsson Associates	Ped Brdg inspct to 2/2/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1433999	2,356.76	03/14/13	60129
37233	Olsson Associates		870202	WH Parking Garage #1	OV	1434856	7,962.75	03/14/13	60129
38391	Lincoln Journal Star	Cust 60016096	870307	WH Streetscape	PV	1434007	16.96	03/14/13	60131
53356	Lincoln Electric System	510 N St	06095	W Haymarket O & M	PV	1435332	273.38	03/14/13	60144
53356	Lincoln Electric System	605 N 8th St, PK LOT LGH	06095	W Haymarket O & M	PV	1435333	89.31	03/14/13	60144
53356	Lincoln Electric System	605 N 8th St PK LOT LGH	06095	W Haymarket O & M	PV	1435334	58.28	03/14/13	60144
98079	Black Hills Energy	525 N St, 1/21-2/19/13	870305	WH Core Area Roadway & Utility	PV	1432894	155.58	03/14/13	60193
196867	Terracon Consultants Inc	Testing through 2/2/13	870100	WH Arena	OV	1432801	38,995.25	03/14/13	60220
249308	DLR Group Inc	Jan,2013 Arena consulting	870100	WH Arena	OV	1432865	112,500.00	03/14/13	60231
249308	DLR Group Inc	Jan,2013 Ded Wrk Area LNC	870100	WH Arena	OV	1432868	1,504.59	03/14/13	60231
249308	DLR Group Inc	Jan,2013 Ramp & Elev Plaza	870100	WH Arena	OV	1432870	3,774.32	03/14/13	60231
249308	DLR Group Inc	Jan,2013 Arena Reimb Exps	870100	WH Arena	OV	1432872	10,000.00	03/14/13	60231
249308	DLR Group Inc	Jan,2013 Signage Catt Lyon	870100	WH Arena	OV	1432877	10,418.53	03/14/13	60231
249308	DLR Group Inc	Jan,2013 Interior consult	870100	WH Arena	OV	1432880	2,955.00	03/14/13	60231
249308	DLR Group Inc	Jan,2013 Mgmt,Spec Consults	870100	WH Arena	OV	1433964	3,786.00	03/14/13	60231
320143	Hawkins Construction	Canopy work to 2/28/13	870402	WH Canopy Phase II	OV	1433983	62,084.58	03/14/13	60238
320143	Hawkins Construction	Area Improvs,2/3-2/16/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1433998	123,715.38	03/14/13	60238
594773	Alfred Benesch & Company	Monitoring,12/3-1/27/13	870100	WH Arena	OV	1432812	8,037.10	03/14/13	60302
594773	Alfred Benesch & Company		870601	WH NDEQ T-200	OV	1434858	540.00	03/14/13	60302
594773	Alfred Benesch & Company		870604	WH Other/Miscellaneous	OV	1434859	8,550.62	03/14/13	60302
594773	Alfred Benesch & Company		870602	WH Voluntary Clean-up Program	OV	1434859	22,235.37	03/14/13	60302
594773	Alfred Benesch & Company		870603	WH Environmental Contngy Pln	OV	1434859	6,933.50	03/14/13	60302
594773	Alfred Benesch & Company		870604	WH Other/Miscellaneous	OV	1434860	10,909.26	03/14/13	60302
594773	Alfred Benesch & Company		870602	WH Voluntary Clean-up Program	OV	1434860	33,735.08	03/14/13	60302
594773	Alfred Benesch & Company		870603	WH Environmental Contngy Pln	OV	1434860	6,268.50	03/14/13	60302
596877	Olsson Associates	Design work, 12/30-2/2/13	870305	WH Core Area Roadway & Utility	OV	1432836	77,251.70	03/14/13	60309
596877	Olsson Associates	Design work, 12/30-2/2/13	870202	WH Parking Garage #1	OV	1432836	19,638.30	03/14/13	60309
596877	Olsson Associates	Design work, 12/30-2/2/13	870951	WH ITS & Dynamic Message Signs	OV	1432836	21,740.41	03/14/13	60309
596877	Olsson Associates	Design work, 12/30-2/2/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1432836	112,576.30	03/14/13	60309
596877	Olsson Associates	Design work, 12/30-2/2/13	870307	WH Streetscape	OV	1432836	29,093.89	03/14/13	60309
596877	Olsson Associates	Design work,12/30-2/2/13	870703	WH Initial Haymarket Site Prep	OV	1432836	2,045.74	03/14/13	60309
596877	Olsson Associates	Design work,12/30-2/2/13	870000	WH General Coordination	OV	1432836	30,705.11	03/14/13	60309
596877	Olsson Associates	Design work, 12/30-2/2/13	870952	WH Community Space & Civic Art	OV	1432836	500.00	03/14/13	60309
598263	PC Sports LLC	Arena Mgmt, Feb,2013	870100	WH Arena	OV	1434038	30,450.00	03/14/13	60313
598263	PC Sports LLC	Program Mgmt, Feb,2013	870000	WH General Coordination	OV	1434038	78,050.00	03/14/13	60313
77921	County/City Property Management	February 2013 Amtrak Station	06095	W Haymarket O & M	PV	1436296	402.48	03/20/13	489984

West Haymarket Joint Public Agency
 Payment Register
 3/1/2013 through 3/31/2013

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
89156	Secretary of State	WHJPA Biennial Report Fee	06095	W Haymarket O & M	PV	1436303	20.00	03/20/13	489985
98415	Lincoln Water System	541 N St,12/26-2/21/13 service	870902	WH Alter Site Purchase	PV	1436352	73.92	03/20/13	489986
38391	Lincoln Journal Star	Cust#60016059	870000	WH General Coordination	PV	1436344	21.48	03/21/13	60372
53356	Lincoln Electric System	200 N 7th, 1/26-2/26/13 serv	870305	WH Core Area Roadway & Utility	PV	1436355	226.10	03/21/13	60385
320143	Hawkins Construction	Project #870201	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1435780	125,728.92	03/21/13	60455
320143	Hawkins Construction	Infrastr Improv,2/10-3/9/13	870305	WH Core Area Roadway & Utility	OV	1436410	91,777.20	03/21/13	60455
406174	BKD LLP	Client 0081643 WHJPA Audit	06095	W Haymarket O & M	PV	1436308	4,542.88	03/21/13	60462
593485	Thought District Inc	Website Management 02/2013	06095	W Haymarket O & M	PV	1436312	2,000.00	03/21/13	60483
596608	M A Mortenson Company	Arena work in Feb'2013	870100	WH Arena	OV	1436382	9,589,994.00	03/21/13	60491
602474	Baring Industries Inc	#111197, Feb'2013 services	870100	WH Arena	OV	1436383	71,042.40	03/21/13	60497
108417	Citizen Information Center	WHJPA Video 02-08-2013	06095	W Haymarket O & M	PV	1437496	45.00	03/27/13	490435
108417	Citizen Information Center	WHJPA Video 02-22-2013	06095	W Haymarket O & M	PV	1437497	45.00	03/27/13	490435
120272	City of Lincoln - Accounting Dept	Reimb Sal/Ben 11/22/12-2/27/13	06095	W Haymarket O & M	PV	1437498	97,914.87	03/27/13	490436
127319	Urban Development	Relocation assistance	870903	WH Jaylynn Site Purchase	PV	1437213	24.34	03/27/13	490437
133428	LeGrande Excavating Inc	Job #1013H Amtrak Station	06095	W Haymarket O & M	PV	1438565	206.50	03/27/13	490438
133428	LeGrande Excavating Inc	Job #1013H Amtrak Station	06095	W Haymarket O & M	PV	1438567	221.25	03/27/13	490438
597350	Mr Yards and More LLC	Snow Removal Amtrak Station	06095	W Haymarket O & M	PV	1438570	270.00	03/27/13	490439
597350	Mr Yards and More LLC	Snow removal Amtrak Station	06095	W Haymarket O & M	PV	1438571	270.00	03/27/13	490439
53356	Lincoln Electric System	525 N St, 2/2-3/4/13	870305	WH Core Area Roadway & Utility	PV	1437211	206.90	03/28/13	60536
53356	Lincoln Electric System	601 N St,2, 2/2-3/4/13	870305	WH Core Area Roadway & Utility	PV	1437212	60.50	03/28/13	60536
222586	Don Herz	Services for February 2013	06095	W Haymarket O & M	PV	1438568	2,039.40	03/28/13	60588
599315	Legends Sales & Marketing LLC	Feb,2013 retainer + exps	870100	WH Arena	OV	1437197	20,221.00	03/28/13	60630

Grand total 10,998,030.11

West Haymarket Joint Public Agency
 Public Works Engineering Costs
 3/1/2013 through 3/31/2013

Description	Fund	Project	Description	Do Ty	Document Number	Object	Sub	Amount	G/L Date
Design Engineering	00951	870000	WH General Coordination	EU	360713	6153	130	2,625.19	03/07/13
Design Engineering	00951	870201	WH HymktPkLot,FestSp&PedGrdStr	EU	360713	6153	130	233.00	03/07/13
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU	360713	6153	130	815.50	03/07/13
Design Engineering	00951	870000	WH General Coordination	EU	361508	6153	130	1,514.52	03/21/13
Design Engineering	00951	870201	WH HymktPkLot,FestSp&PedGrdStr	EU	361508	6153	130	233.00	03/21/13
Design Engineering	00951	870302	WH "M"&"N" St,7th to 10th St	EU	361508	6153	130	116.51	03/21/13
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU	361508	6153	130	233.00	03/21/13
Design Engineering	00951	870306	WH Traffic Analysis	EU	361508	6153	130	62.29	03/21/13
Design Engineering	00951	870307	WH Streetscape	EU	361508	6153	130	31.13	03/21/13

Grand
 total

5,864.14

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of March 31, 2013

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870000 WH General Coordination	6,674,522	5,613,821	954,442	106,259		106,259

70090	West Haymarket Park	6,674,522	5,613,821	954,442	106,259		106,259
70091	Arena						
	870100 WH Arena	178,079,903	128,245,883	49,907,504	73,484-		73,484-
	870101 WH Arena Contingency	6,643,925			6,643,925		6,643,925
	870203 WH Arena Parking Garage	726,438	618,767	107,028	643		643

70091	Arena	185,450,266	128,864,650	50,014,532	6,571,084		6,571,084
70092	Parking						
	870201 WH HymktPkLot,FestSp&PedGrdStr	14,983,049	5,303,179	9,513,075	166,795		166,795
	870202 WH Parking Garage #1	14,234,442	5,463,542	8,558,190	212,710		212,710
	870204 WH Parking Garage #2	207,036	203,219	3,817			

70092	Parking	29,424,527	10,969,940	18,075,082	379,505		379,505
70093	Roads						
	870301 WH Charleston Bridge/Roadway	258,985	252,015		6,970		6,970
	870302 WH "M"&"N" St,7th to 10th St	3,432,807	3,432,824	5,439	5,456-		5,456-
	870303 WH USPS Parking Lot Reconstctn	698,178	696,054		2,124		2,124
	870304 WH 10th & Salt Creek Road Impr	3,444,647	3,436,721		7,926		7,926
	870305 WH Core Area Roadway & Utility	15,914,406	10,579,322	4,688,124	646,960		646,960
	870306 WH Traffic Analysis	78,170	72,009		6,161		6,161
	870307 WH Streetscape	425,638	366,210	40,458	18,970		18,970
	870308 WH Sun Valley Blvd & West "O"	29,370	23,682	5,689	1-		1-

70093	Roads	24,282,201	18,858,837	4,739,710	683,654		683,654

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of March 31, 2013

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70094	Pedestrian Ways						
	870401 WH Plaza						
	870402 WH Canopy Phase II	1,424,060	536,670	819,804	67,586		67,586

70094	Pedestrian Ways	1,424,060	536,670	819,804	67,586		67,586
70095	Utilities						
	870501 WH Sanitary Sewer Relocation	1,492,905	1,492,905				
	870502 WH Fiber Optic Comm & Other	506,035	506,035				

70095	Utilities	1,998,940	1,998,940				
70096	Environmental						
	870601 WH NDEQ T-200	2,413,851	1,599,461	4,942	809,448		809,448
	870602 WH Voluntary Clean-up Program	1,157,029	978,487	153,899	24,643		24,643
	870603 WH Environmental Contngy Pln	2,315,878	1,285,740	5,331	1,024,807		1,024,807
	870604 WH Other/Miscellaneous	926,292	644,126	65,370	216,796		216,796
	870605 WH Canopy Phase I-Lead Abatemt						

70096	Environmental	6,813,050	4,507,814	229,542	2,075,694		2,075,694
70097	Dirt Moving						
	870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF						
	870703 WH Initial Haymarket Site Prep	6,063,449	6,089,662	6,268	32,481-		32,481-
	870704 WH Other Stormwater Mitigation						

70097	Dirt Moving	6,063,449	6,089,662	6,268	32,481-		32,481-
70098	TIF Improvements						
	870800 WH TIF Improvements						

70098	TIF Improvements						

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of March 31, 2013

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal
70099	Site Purchase						
	870901 WH BNSF Land Acquisition	1,060,419	1,060,419				
	870902 WH Alter Site Purchase	4,846,286	4,544,813		301,473		301,473
	870903 WH Jaylynn Site Purchase	1,700,176	1,700,206		30-		30-
	870904 WH UP Site Purchase	1,326,248	1,326,248				
	870905 WH BNSF Const, Rehab, Reloc	47,695,867	47,671,699		24,168		24,168
	870906 WH Amtrak Station	2,367,186	2,361,623	599	4,964		4,964
	870907 WH UP Track Mod West of Bridge	1,225,232	1,225,232				
	870908 WH Other Private Prop Acqstns	2,264,241	2,214,227		50,014		50,014
70099	Site Purchase	62,485,655	62,104,467	599	380,589		380,589
70100	Other Costs						
	870951 WH ITS & Dynamic Message Signs	1,826,827	293,346	139,016	1,394,465		1,394,465
	870952 WH Community Space & Civic Art	1,500,000	148,215	235,570	1,116,215		1,116,215
70100	Other Costs	3,326,827	441,561	374,586	2,510,680		2,510,680
70105	Bond Related Costs						
	870975 WH Miscellaneous	528,317			528,317		528,317
	870976 WH Line of Credit	53,227	53,227				
	870977 WH Series 1 JPA Debt	1,535,168	1,535,168				
	870978 WH Series 2 JPA Debt	1,221,802	1,221,802				
	870979 WH Series 3 JPA Debt	577,661	577,661				
	870980 WH Series 4 JPA Debt	1,243,825	1,243,825				
70105	Bond Related Costs	5,160,000	4,631,683		528,317		528,317
00951	West Haymarket Capital Proj	333,103,497	244,618,045	75,214,565	13,270,887		13,270,887

83410
MARK
REP10 951A

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report-Phase II
As of March 31, 2013

1
04/09/13
07:33:12

	Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951 West Haymarket Capital Proj						
70090 West Haymarket Park						
870001 WH General Coordination P2	360,000	20,000	340,000			

70090 West Haymarket Park	360,000	20,000	340,000			

70092 Parking						
870205 WH Parking Garage #2 P2	12,365,000			12,365,000		12,365,000
870206 WH Parking Garage #3 P2	14,570,000			14,570,000		14,570,000

70092 Parking	26,935,000			26,935,000		26,935,000

70105 Bond Related Costs						
870981 WH Series 5 JPA Debt P2	422,598			422,598		422,598

70105 Bond Related Costs	422,598			422,598		422,598

00951 West Haymarket Capital Proj	27,717,598	20,000	340,000	27,357,598		27,357,598

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of March 31, 2013

00950 West Haymarket Reven
 06095 W Haymarket O & M

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue						
06095 W Haymarket O & M						
11 Materials & Supplies						
5221 Office Supplies	250			250	92	158
5261 Postage	2,000			2,000	372	1,628
5323 Bldg Maint Supplies	560			560	89	471
11 Materials & Supplies	2,810			2,810	553	2,257
12 Other Services & Charges						
5621 Misc Contractual Services	454,945			454,945	229,132	225,813
5624 Auditing Service	15,500			15,500	16,543	1,043-
5631 Data Processing Service	6,992			6,992	996	5,996
5633 Software	1,100			1,100		1,100
5643 Management Services	53,000			53,000	20,000	33,000
5683.04 Snow Removal					2,014	2,014-
5683.05 Fire Alarm Monitor	500			500	205	295
5762 Photocopying	500			500	245	255
5763 Printing	500			500	121	379
5794 Public Officials	27,000			27,000		27,000
5821 Electricity - Bldg & Grnds	4,000			4,000	3,321	679
5825 Natural Gas					1,425	1,425-
5829 Telephone	1,200			1,200	749	451
5830 Water	6,000			6,000	203	5,797
5856 City Share Linc Center Main					1,087	1,087-
5862 Grounds Maintenance					1,729	1,729-
5870 Other Bldg Maintenance	4,000			4,000	2,697	1,303
5928 Rent of Co/City Bldg Space	2,456			2,456	1,432	1,024
5931 Parking Rent Bldg Comm	627			627	366	261
5952 Advertising/Media Serv	2,850			2,850	630	2,220
5993 Fees Paid to State of NE					20	20-
12 Other Services & Charges	581,170			581,170	282,915	298,255
06095 W Haymarket O & M	583,980			583,980	283,468	300,512

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of March 31, 2013

00950 West Haymarket Reven
 195011 JPA 2010A Debt Servi

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----	-----
195011 JPA 2010A Debt Servic						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	524			524	524	
6235 Bd Trustee Pmt-Interest	4,651,510			4,651,510	2,325,755	2,325,755
-----	-----	-----	-----	-----	-----	-----
15 Debt Service	4,652,034			4,652,034	2,326,279	2,325,755
-----	-----	-----	-----	-----	-----	-----
195011 JPA 2010A Debt Servic	4,652,034			4,652,034	2,326,279	2,325,755

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of March 31, 2013

3
04/09/13
07:32:12

00950 West Haymarket Reven
195021 JPA 2010B/C Debt Ser

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE

195021 JPA 2010B/C Debt Serv						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	1,048			1,048	848	200
6235 Bd Trustee Pmt-Interest	5,874,322			5,874,322	2,937,161	2,937,161

15 Debt Service	5,875,370			5,875,370	2,938,009	2,937,361

195021 JPA 2010B/C Debt Serv	5,875,370			5,875,370	2,938,009	2,937,361

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of March 31, 2013

4
04/09/13
07:32:12

00950 West Haymarket Reven
195031 JPA 2011 Debt Servic

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE

195031 JPA 2011 Debt Service						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	424			424		424
6235 Bd Trustee Pmt-Interest	4,591,688			4,591,688	2,295,844	2,295,844

15 Debt Service	4,592,112			4,592,112	2,295,844	2,296,268

195031 JPA 2011 Debt Service	4,592,112			4,592,112	2,295,844	2,296,268

00950 West Haymarket Revenue	15,703,496			15,703,496	7,843,600	7,859,896

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Joint Public Agency Conduit Transfer Agreement between the West
4 Haymarket Joint Public Agency and the City of Lincoln, Nebraska to transfer the JPA Conduit
5 System to the City of Lincoln, is hereby approved and the Chairperson of the West Haymarket
6 Joint Public Agency Board of Representatives is hereby authorized to execute said Joint Public
7 Agency Conduit Transfer Agreement on behalf of the JPA.

8 The City Clerk is directed to return a fully executed original of the Agreement to Rick Peo,
9 Chief Assistant City Attorney, for execution by the City.

10 Adopted this _____ day of April, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

JOINT PUBLIC AGENCY CONDUIT TRANSFER AGREEMENT

This JOINT PUBLIC AGENCY CONDUIT TRANSFER AGREEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2013, by and between the WEST HAYMARKET JOINT PUBLIC AGENCY (the “JPA”), and the CITY OF LINCOLN, NEBRASKA (the “City”).

RECITALS

A. The Joint Public Agency was created pursuant to the Joint Public Agency Agreement Creating the West Haymarket Joint Public Agency dated as of April 1, 2010 (the “JPA Creating Agreement”) entered into between the City and the Board of Regents of the University of Nebraska (the “University”).

B. Article XIV of the JPA Creating Agreement provides that, “The Board may lease, purchase or acquire by any means, from a Participant [City or University] or from any other source, such real and personal property as is required for the operation of the [JPA] and for carrying out the purposes hereof. The title to all such property, personal or real, needed for the West Haymarket Facilities shall be held in the name of the [JPA] for so long as any [JPA] Bonds shall remain outstanding. The [JPA] shall convey all of its interest in the West Haymarket Facilities to the City at such time as no [JPA] Bonds remain outstanding.

C. West Haymarket Facilities is defined in Recital 3 of the JPA Creating Agreement to mean the constructing and equipping, furnishing and financing public facilities in the West Haymarket area of the City including but not limited to a sports/entertainment arena (the “Arena”); roads, streets and sidewalks; a pedestrian overpass; public plaza space; sanitary sewer mains; water mains; electric transmission lines; drainage systems; flood control facilities; parking garages; and surface parking lots.

D. The JPA and the City have entered into a Facilities Agreement dated September 8, 2010. The Facilities Agreement split the West Haymarket Facilities [each a Project] into two general groups, the Arena Project and the Infrastructure Project.

E. Arena Project is defined in the Facilities Agreement to mean the Arena and related parking improvements consisting of the surface parking lot northwest of the BNSF tracks, the parking garage adjacent to the Arena and the surface parking lot on the Arena site. Infrastructure Project is defined to mean all of the Projects excluding the Arena Project.

F. Section 1 of the Facilities Agreement provides that, “The ownership in and to the tangible portions of the Infrastructure Project shall vest in the City as provided in Section 5.” Section 5 provides that, “The JPA will transfer or dedicate each tangible portion of each Infrastructure Project to the City as and when completed to be maintained, operated and

managed as City Facilities and the JPA shall execute and deliver to the City any and all documents as may be requested by the City for such purpose.”

G. Section 3 of the Facilities Agreement provides that, “Upon completion of any Project and acceptance thereof by the City, the fact of such completion and acceptance shall be evidenced by a Certificate of Completion signed by the Mayor of the City.”

H. The City owns a system of conduit, innerduct, manholes and hand holes (hereinafter “City Conduit System”) within and under certain public street, sidewalk and alley rights-of-way in the Lincoln Technology Improvement District (“LTID”) as depicted on the map attached hereto as Exhibit B and as described in Exhibit C attached hereto, and it is the intent of the City to provide the City Conduit System specifically for the use of telecommunication providers, and expressly for the purpose of providing fiber optic based broadband connectivity within the LTID.

I. The City Conduit System is intended (i) to limit the number of utility street cuts by co-location of fiber optic facilities within the City’s rights-of-way located in the area that comprises the LTID (these rights-of-way located within the LTID being collectively referred to in this Agreement as the “ROW”) and (ii) to increase the availability of fiber optic based broadband to broadband users located within the LTID, including but not limited to those users that are currently underserved, in part, due to the limited space available for conduit placement within the ROW.

J. The JPA has caused a system of conduit, innerduct, manholes and hand holes (hereinafter “JPA Conduit System”) as described in Exhibit “A” to be designed and installed as an Infrastructure Project within the West Haymarket Redevelopment Area with the intention the JPA Conduit System would become part of the City Conduit System. The installation is complete except for final inspection and issuance of a Certificate of Completion executed by the Mayor.

K. The JPA has determined that there is excess capacity in the JPA Conduit System which is not needed by the JPA as part of the West Haymarket Facilities and that the ownership of the JPA Conduit System should be transferred and dedicated to the City pursuant to the Facilities Agreement.

L. The City desires to immediately obtain the right to govern, control and lease the use of the JPA Conduit System in the name of the City prior to the JPA’s transfer of the JPA Conduit System to the City in order to allow for the City’s unified operation of the JPA Conduit System and the City Conduit System.

M. The JPA is willing to grant to the City the right to govern, control and lease the use of the JPA Conduit System in the name of the City prior to the time the ownership of the JPA Conduit System is transferred to and is vested in the City subject to the JPA reserving the right to install, use and maintain JPA fiber optics cable within the JPA Conduit System for JPA purposes.

NOW THEREFORE, in consideration of the above Recitals and the material covenants provided herein the parties agree as follows:

1. The JPA shall and does hereby grant and convey to the City the JPA's right to govern, control, and lease the right to use and occupy space in the JPA Conduit System in the name of the City until ownership of the JPA Conduit System becomes vested in the City.
2. The parties agree that, upon the Mayor's execution of the Certificate of Completion for the JPA Conduit System, the ownership of the JPA Conduit System shall transfer to and be vested in the City.
3. Notwithstanding the provisions above to the contrary, the JPA is reserving the right to install, use and maintain JPA fiber optics cable in accordance with the City's technical standards and specifications within the JPA Conduit System at no cost to the JPA for the purposes of providing fiber optic services to the Arena, VIP Garage, Festival Space and any other improvements owned by the JPA. The JPA fiber optic cable shall be located in a single innerduct as assigned by the City in all or any part of the JPA Conduit System. The space provided by the JPA shall have a maximum nominal diameter of one inch.

Executed by the City this ____ day of _____, 2013.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

By: _____
Mayor

Executed by the JPA this ____ day of _____, 2013

**West Haymarket Joint Public Agency
Board of Representatives**

Chris Beutler, Chair

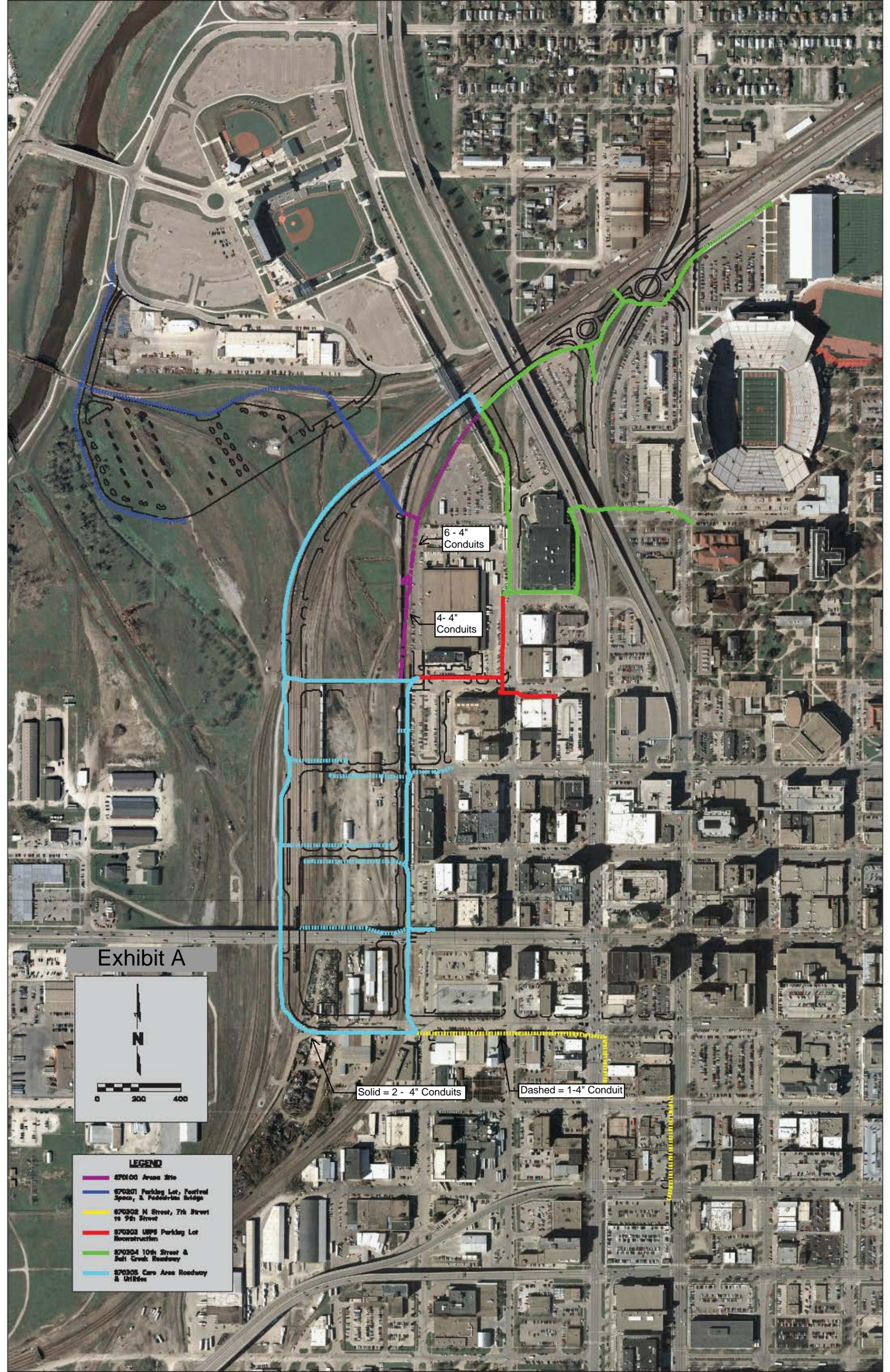
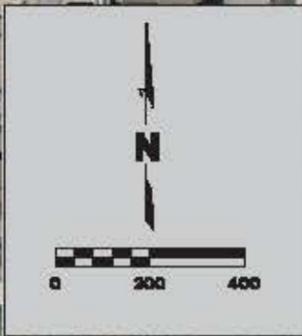


Exhibit A



LEGEND

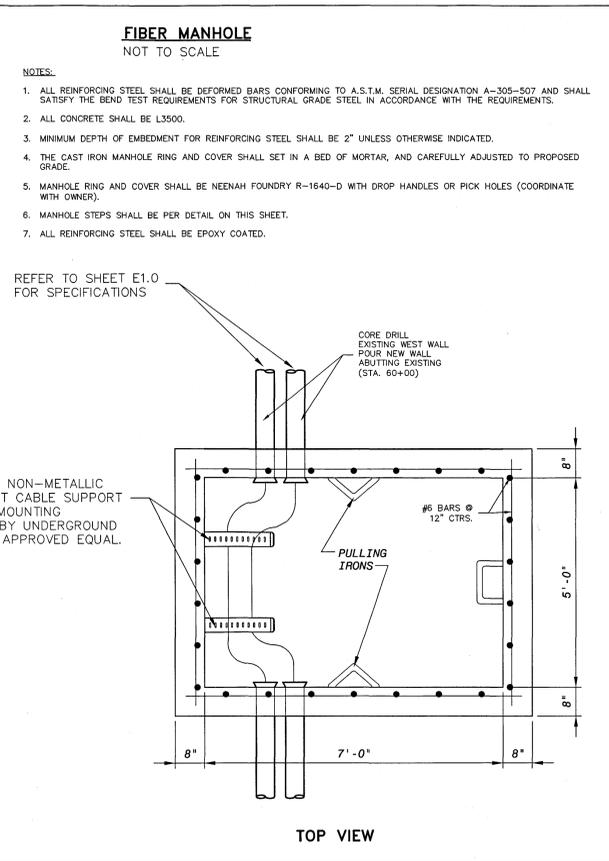
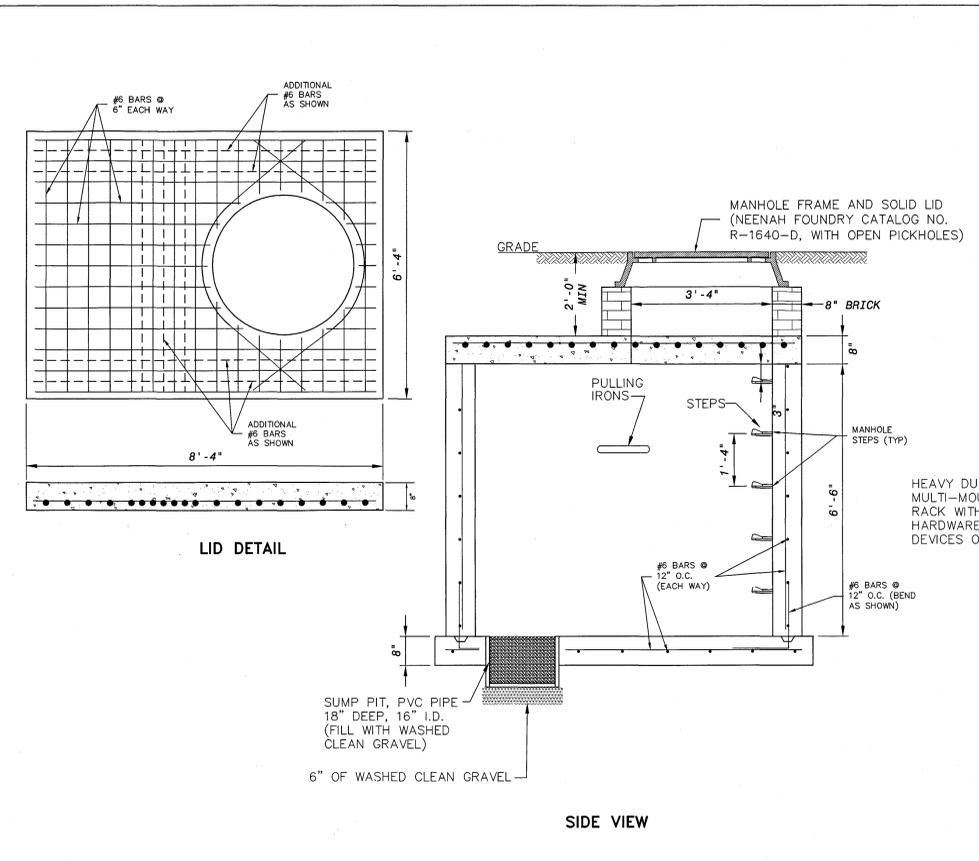
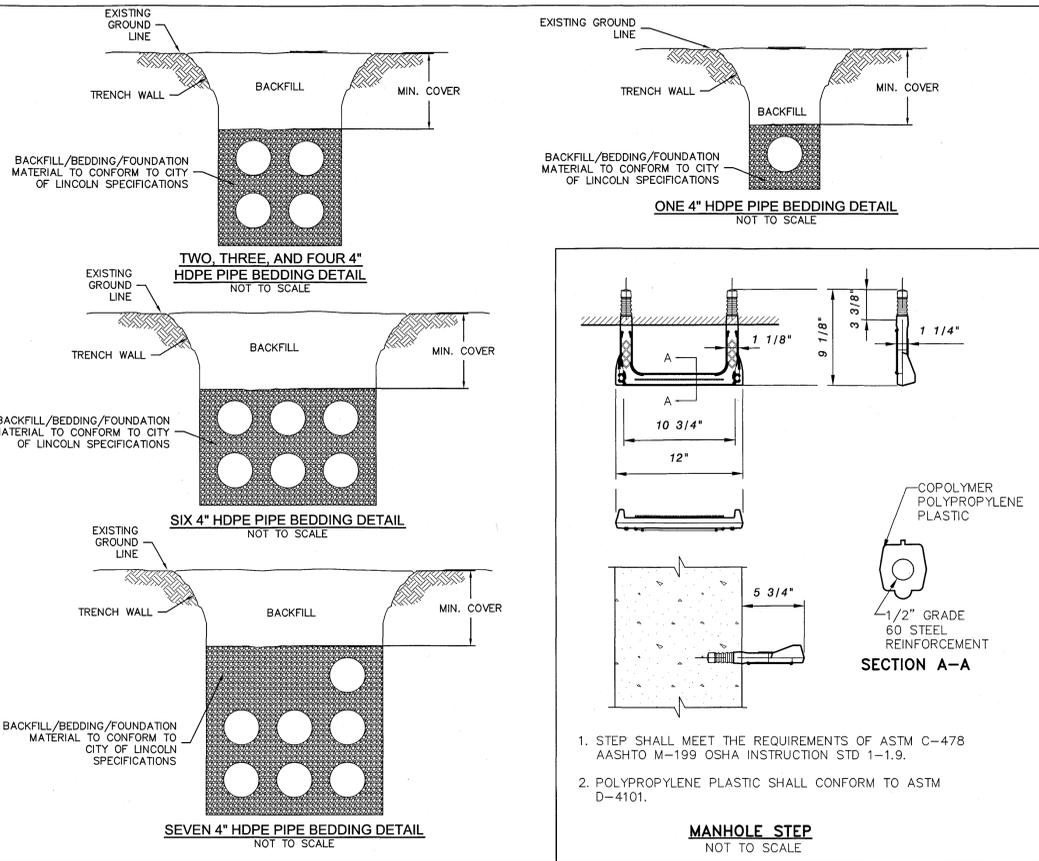
- 870100 Area Site
- 870201 Parking Lot, Festival Space, & Pedestrian Bridge
- 870302 N Street, 7th Street to 9th Street
- 870303 USPS Parking Lot Reconstruction
- 870304 10th Street & Salt Creek Roadway
- 870305 Core Area Roadway & Utilities

6 - 4" Conduits

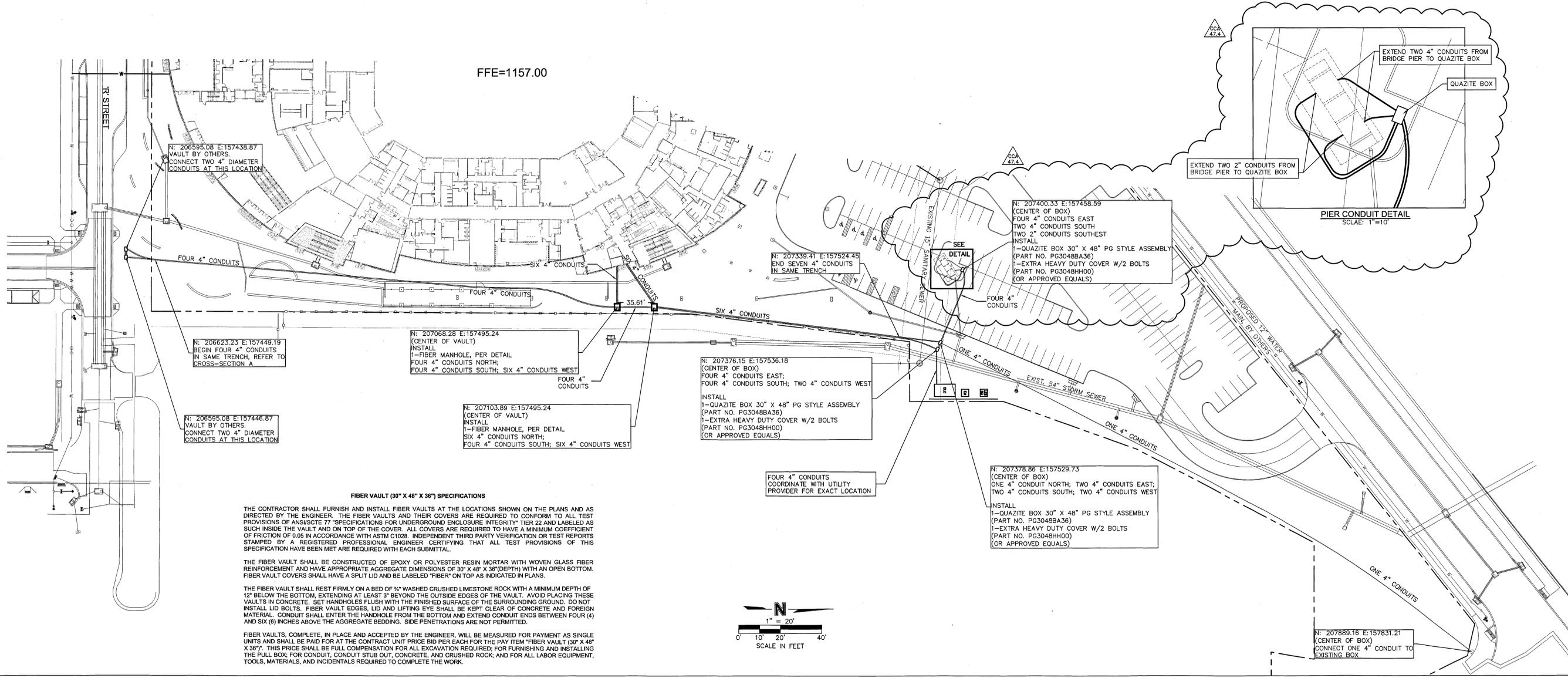
4 - 4" Conduits

Solid = 2 - 4" Conduits

Dashed = 1-4" Conduit



- NOTES:**
1. ALL REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO A.S.T.M. SERIAL DESIGNATION A-305-507 AND SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE STEEL IN ACCORDANCE WITH THE REQUIREMENTS.
 2. ALL CONCRETE SHALL BE L3300.
 3. MINIMUM DEPTH OF EMBEDMENT FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE INDICATED.
 4. THE CAST IRON MANHOLE RING AND COVER SHALL SET IN A BED OF MORTAR, AND CAREFULLY ADJUSTED TO PROPOSED GRADE.
 5. MANHOLE RING AND COVER SHALL BE NEENAH FOUNDRY R-1640-D WITH DROP HANDLES OR PICK HOLES (COORDINATE WITH OWNER).
 6. MANHOLE STEPS SHALL BE PER DETAIL ON THIS SHEET.
 7. ALL REINFORCING STEEL SHALL BE EPOXY COATED.



REGISTERED PROFESSIONAL ENGINEER
NATFANEL K. BUSS
E-13150
02/27/2013
STATE OF NEW YORK

STRUCTURAL ENGINEER
BRIAN HAROLD
100 BROADWAY
NEW YORK, NY 10005
212-343-2020
bharold@dlr.com

MECHANICAL ENGINEER
MECHANICAL ENGINEER
100 BROADWAY
NEW YORK, NY 10005
212-343-2020
meh@dlr.com

ASSOCIATE ARCHITECT
BARBARA VESPERA-ANDREO ARCHITECTS
400 WEST 14TH STREET
NEW YORK, NY 10011
212-254-4451
bar@v-a.com

ASSOCIATE ARCHITECT
THE CLARENCE PARTNERS
100 WEST 14TH STREET
NEW YORK, NY 10011
212-254-4451
clarence@clarence.com

DLR Group
Architecture Engineering Planning Interiors
© 2011, DLR Group Inc., a Heitkamp Corporation. ALL RIGHTS RESERVED.

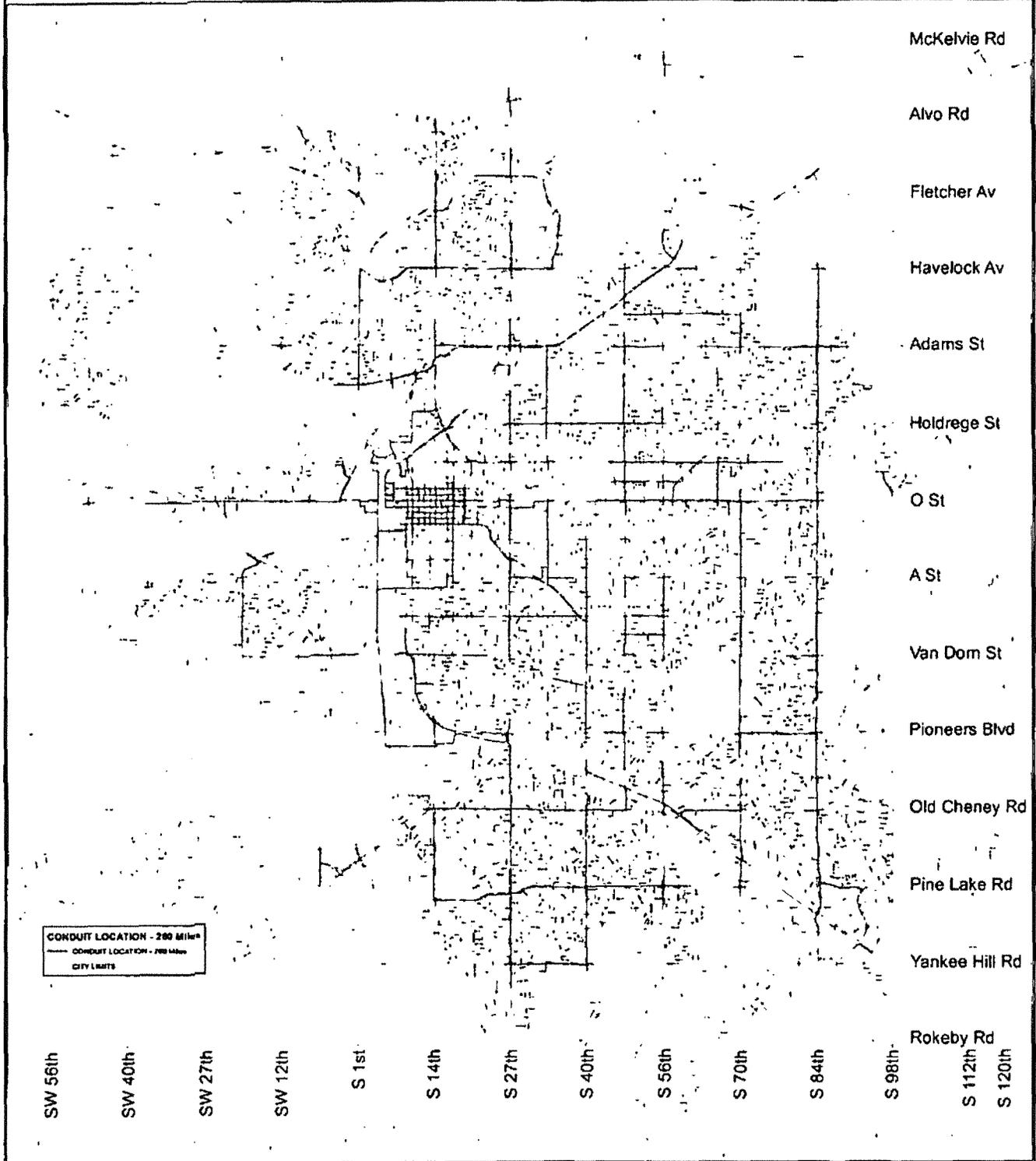
SITE FIBER CONDUIT PLAN
WEST HAYMARKET ARENA
BID PACKAGE #5

KEY PLAN

C4.1
10-10124-00
FEBRUARY 6, 2012

Exhibit B

Public Works & Utilities



CITY OF
LINCOLN
NEBRASKA

Conduit Location - 260 Miles



PL

Exhibit C

Lincoln Technology Improvement District ("LTID") Defined

The LTID, as defined in the City of Lincoln is described as being all public Right of Ways located in the boundaries of the City.

The City of Lincoln reserves at its sole discretion, the right to expand the boundaries of the LTID in the future.

The City of Lincoln also reserves the right to designate any component of the conduit listed on the map as City only use. If and when any such component is designated as City only, the City shall work with providers to provide alternate routes.



RESOLUTION NO. WH - _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Amendment No. 011 to the Agreement between DLR Group Inc. and
4 the West Haymarket Joint Public Agency dated September 1, 2010 is hereby approved and the
5 Chair of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized
6 to execute said Contract Amendment on behalf of the West Haymarket Joint Public Agency.
7 Amendment No. 011 provides for the design and other services needed to change the flooring in
8 the South and North Lobby areas of the Pinnacle Bank Arena from stained concrete to epoxy
9 terrazzo for a fee of \$8,000.00.

10 Adopted this ____ day of April, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll



AIA[®]

Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 011
Terrazzo Flooring

TO: Ms. Paula Yancey
(Owner or Owner's Representative)

In accordance with the Agreement dated: September 01, 2010

BETWEEN the Owner:
(Name and address)
West Haymarket Joint Public Agency
555 South 10th Street
Lincoln, NE 68508

and the Architect:
(Name and address)
DLR Group, inc. (a Nebraska corporation)
1111 Lincoln Mall
Suite 201
Lincoln, NE 68508

for the Project:
(Name and address)
Pinnacle Bank Arena
Lincoln, Nebraska

Authorization is requested
 to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As follows:
Terrazzo Flooring

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
Not to Exceed Sum of \$8,000

Time:
No impact to design/construction schedule

SUBMITTED BY:



(Signature)

Stan Meradith, AIA
Principal

(Printed name and title)

(Date)

AGREED TO:

(Signature)
Mayor Chris Beutler
Chair

(Printed name and title)

(Date)



DLR Group

Architecture Engineering Planning Interiors

6457 Frances Street
Suite 200
Omaha, NE 68106

o: 402/393-4100
f: 402/393-8747

Contract Amendment 011– Terrazzo Flooring

Scope :

1. Change the flooring in the South and North lobby areas from stained concrete to epoxy terrazzo.
2. Develop floor pattern drawings and details for epoxy flooring.
3. Develop epoxy floor specification.
4. Review submittals, samples and mockups.
5. Punch the floor at Substantial Completion.

Costs:

Architectural: 40 hours at \$200/hr.

Total: Not to exceed \$8,000.00

RESOLUTION NO. WH - _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Amendment No. 012 to the Agreement between DLR Group Inc. and
4 the West Haymarket Joint Public Agency dated September 1, 2010 is hereby approved and the
5 Chair of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized
6 to execute said Contract Amendment on behalf of the West Haymarket Joint Public Agency.
7 Amendment No. 012 provides for the design and other services needed to add an office in the
8 Commissary Storage area of the Pinnacle Bank Arena for a fee of \$5,750.00.

9 Adopted this ___ day of April, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll



AIA[®]

Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 012
Commissary Office Addition

TO: Ms. Paula Yancey
(Owner or Owner's Representative)

In accordance with the Agreement dated: September 01, 2010

BETWEEN the Owner:
(Name and address)
West Haymarket Joint Public Agency
555 South 10th Street
Lincoln, NE 68508

and the Architect:
(Name and address)
DLR Group, inc. (a Nebraska corporation)
1111 Lincoln Mall
Suite 201
Lincoln, NE 68508

for the Project:
(Name and address)
Pinnacle Bank Arena
Lincoln, Nebraska

Authorization is requested
 to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As follows:
Work associated with SMG:

Item 1. Commissary Office Addition

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
SMG

Item 1: Commissary Office Addition

Not to Exceed Sum of \$5,750

Time:
No impact to design/construction schedule.

SUBMITTED BY:

Stan Meradith

(Signature)

Stan Meradith, AIA

Principal

(Printed name and title)

(Date)

AGREED TO:

(Signature)

Mayor Chris Beutler

Chair

(Printed name and title)

(Date)





DLR Group

Architecture Engineering Planning Interiors

6457 Frances Street
Suite 200
Omaha, NE 68106

o: 402/393-4100
f: 402/393-8747

Contract Amendment 012– Commissary Office Addition

Scope: Commissary Office Addition

1. Develop contract documents for new office in commissary storage area.
2. Revise ceiling plan.
3. Revise door and room finish schedules.
4. Add window to Office A136.
5. Delete lockers in room B100.
6. Revise mechanical, electrical, and low voltage systems based on changes required.
7. Update BIM model to reflect changes.

Costs:

Architectural: \$3,000.00

Mechanical and Electrical: \$1,500.00

Low voltage: \$1,250.00

Total: \$5,750.00

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Change Order No. 5 to the Final Guaranteed Maximum Price
4 Amendment to the Amended and Restated Construction Manager at Risk Contract with M.A.
5 Mortenson to add additional work including supports for the “N” sign, power for illuminated
6 signage, refrigerators in the Loge Boxes, terrazzo flooring and sub-woofer speakers at the arena
7 bowl for an additional contract amount of \$746,090 and to establish \$160,240,111 as the revised
8 amount the contract sum (GMP) shall not exceed, is hereby approved and the Chairperson of the
9 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
10 said Change Order No. 5 on behalf of the West Haymarket Joint Public Agency.

11 The City Clerk is directed to return one fully executed copy of Change Order No. 5 and a
12 copy of this Resolution to Rick Peo, Chief Assistant City Attorney, for transmittal to M.A.
13 Mortenson Company.

14 Adopted this _____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

WHJPA-Pinnacle Bank Arena

**CHANGE ORDER
No. 005**

Title: Change Order #05
Project: WHJPA-Pinnacle Bank Arena
To: **M. A. Mortenson Company**
National Projects Group Operations
440 NORTH 8th STREET
SUITE 110
Lincoln NE 68508

Date: 08-APR-13
Project No: 10150002
Contract No:
Phone:

DESCRIPTION OF CHANGE

This change order is for all costs associated with the specified changes below that include adding supports for the "N" sign, adding power for illuminated signage, adding refrigerators to the Loge Boxes, adding terrazzo flooring, and adding Sub-woofer speakers at the arena bowl.

COLLECTED CHANGES

PCO	Issue	Description	Amount
182.1	00888	A - CCA 39.2: "N" Sign Support	34,438.00
185.1	00897	A - CCA 60: Power for Illuminated Ad Sign	63,658.00
194.0	1125	A - Loge Box Refrigerators	21,234.00
195.0	1118	A - CCA 71: Terrazzo Flooring	511,165.00
197.0	1148	A - Sub-woofer Speakers @ Arena Bowl	115,595.00

Total of collected changes \$ 746,090.00

The original Contract Sum was	\$	156,270,167.00
Net change by previously authorized Change Orders	\$	3,223,854.00
The Contract Sum prior to this Change Order was	\$	159,494,021.00
The Contract Sum will be modified in the amount of	\$	746,090.00
The new Contract Sum including this Change Order will be	\$	160,240,111.00

ACCEPTED:

M A Mortenson Company

BY (Signature)

(Printed Name)

DATE

ACCEPTED:

PC Sports, Inc.

BY (Signature)

(Printed Name)

DATE

ACCEPTED:

MAYOR BEUTLER OR JOINT PUBLIC AGENCY

BY (Signature)

(Printed Name)

DATE

ACCEPTED:

DLR Group, Inc.

BY (Signature)

(Printed Name)

DATE

April 8, 2013

Page
2 of 2

WHJPA-Pinnacle Bank Arena

**CHANGE ORDER
No. 005**

Title: Change Order #05
Project: WHJPA-Pinnacle Bank Arena
To: M. A. Mortenson Company

Date: 08-APR-13
Project No: 10150002
Contract No:

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Change Order No. 6 to the Final Guaranteed Maximum Price
4 Amendment to the Amended and Restated Construction Manager at Risk Contract with M.A.
5 Mortenson to add additional work for UNL locker room upgrades in the Arena for an additional
6 contract amount of \$514,605 and to establish \$160,754,716 as the revised amount the contract
7 sum (GMP) shall not exceed, is hereby approved and the Chairperson of the West Haymarket
8 Joint Public Agency Board of Representatives is hereby authorized to execute said Change Order
9 No. 6 on behalf of the West Haymarket Joint Public Agency.

10 The City Clerk is directed to return one fully executed copy of Change Order No. 6 and a
11 copy of this Resolution to Rick Peo, Chief Assistant City Attorney, for transmittal to M.A.
12 Mortenson Company.

13 Adopted this _____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

WHJPA-Pinnacle Bank Arena

**CHANGE ORDER
No. 006**

Title: Change Order #06
Project: WHJPA-Pinnacle Bank Arena
To: **M. A. Mortenson Company**
 National Projects Group Operations
 440 NORTH 8th STREET
 SUITE 110
 Lincoln NE 68508

Date: 09-APR-13
Project No: 10150002
Contract No:
Phone:

DESCRIPTION OF CHANGE

This change order is for all costs associated with the specified changes below that include the UNL locker room upgrades and revisions (CCA 58), UNL locker room sound system upgrades, rolling shelving system inserts and additional TV's in UNL locker room(s).

COLLECTED CHANGES

PCO	Issue	Description	Amount
084.0	00322	A - UNL Locker Room Upgrades	110,546.00
105.3	00793	A - UNL Locker Room - Sound System Upgrades	98,885.00
183.1	00923	A - CCA 58: UNL Locker Room Changes	294,233.00
193.0	01133	A - Rolling Shelving System Inserts	1,365.00
		A - Additional TV's in UNL Locker Room	9,576.00

Total of collected changes \$ 514,605.00

The original Contract Sum was \$ 156,270,167.00
 Net change by previously authorized Change Orders \$ 3,969,944.00
 The Contract Sum prior to this Change Order was \$ 160,240,111.00
 The Contract Sum will be modified in the amount of \$ 514,605.00
 The new Contract Sum including this Change Order will be \$ 160,754,716.00

ACCEPTED:

M A Mortenson Company


 BY (Signature)

John A. Hinshaw
 (Printed Name)

4/9/13
 DATE

ACCEPTED:

MAYOR BEUTLER OR JOINT PUBLIC AGENCY

 BY (Signature)

 (Printed Name)

 DATE

ACCEPTED:

PC Sports, Inc.

 BY (Signature)

 (Printed Name)

 DATE

ACCEPTED:

DLR Group, Inc.


 BY (Signature)

James Jaros
 (Printed Name)

4-9-13
 DATE

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Change Order No. 9 to the Contract Agreement between the JPA and
4 Hawkins Construction Company for the West Haymarket JPA Infrastructure Improvements Core
5 Area Roadway and Utilities Project, pursuant to Bid No. 12-128, is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Change Order No. 9 on behalf of the JPA.

8 Change Order No. 9 excludes certain quantities for items to be incorporated into the JPA
9 Streetscape Project and makes other actual quantities adjustments. This Change Order results in an
10 overall reduction of \$166,590.62 from the Contract amount.

11 The City Clerk is directed to return one fully executed copy of the Contract Agreement to
12 Rick Peo for transmittal to Hawkins Construction Company.

13 Adopted this ____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

West Haymarket Joint Public Agency

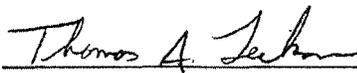
CHANGE ORDER	
PROJECT: Core Area Roadways and Utilities WH00361	CHANGE ORDER NO.: <u>9</u>
PROJECT ID #: 870305	CHANGE ORDER DATE: <u>April 18, 2013</u>
CONTRACTOR: Hawkins Construction Company Streetscape Items Deduction and Qty Updates	CONTRACT DATE: <u>June 19, 2012</u>
You are directed to make the following changes to the contract:	
1 Reduction of Quantities for items now contained in the West Haymarket JPA Streetscape Contract	\$ (135,638.37)
2 Actual quantities adjustments - Additions and Deletions Reconciliation - Due to actual field conditions and management of the project.	\$ (30,952.25)
Change Order #9 Total	\$ (166,590.62)
See Attachment A for Additional Backup	
The Original Contract Sum:	\$ 14,168,272.94
Net Change by Previously Authorized Change Order:	\$ (1,067,055.55)
The Contract Sum prior to this Change Order:	\$ 13,101,217.39
The Contract Sum will be (increased) (decreased) (unchanged) :	\$ (166,590.62)
The New Contract Sum including this Change Order:	\$ 12,934,626.77
The Contract Time will be (increased) (decreased) (unchanged) :	0 days

Reviewed / Approved:

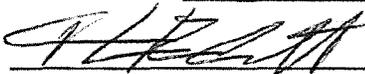
If over \$25,000 and under \$99,999.99

PC Sports

Date: _____


 Architect / Engineer of Record

Date: 4-9-13


 Contractor

Date: 4/9/13

Mayor Beutler

Date: _____

If over \$100,000

JPA Approval

Date: _____

Core Area Roadways Final Base Bid Summary

Hawkins

Line No	Item Description	Quantity	Unit	Unit Price	Extension	Change Order #2 Updated Quantities		Change Order #9 Updated Quantities	
						Updated	C.O. #2 Revised Contract Totals	Updated	C.O. #9 Revised Contract Totals
1	Mobilization	1	1LS	1,400,000.00	1,400,000.00	1.00	\$ 1,400,000.00	1.00	\$ 1,400,000.00
2	Const Staking	1	1LS	59,836.75	59,836.75	1.00	\$ 59,836.75	1.00	\$ 59,836.75
3	Survey Monument and Box	18	EA	360.93	6,496.74	18.00	\$ 6,496.74	18.00	\$ 6,496.74
4	Pavt & Sidewalk Rem	4,724	CY	22.55	106,526.20	4,724.00	\$ 106,526.20	4,724.00	\$ 106,526.20
5	Sawing, Type A**	238	LF	7.99	1,901.62	238.00	\$ 1,901.62	238.00	\$ 1,901.62
6	Sawing, Type B**	343	LF	2.14	734.07	343.00	\$ 734.07	36.00	\$ 811.06
7	Sawing, Type C**	179	LF	2.14	383.06	179.00	\$ 383.06	179.00	\$ 383.06
8	Wheel Sawing	485	LF	5.85	2,837.25	485.00	\$ 2,837.25	485.00	\$ 2,837.25
9	Adj MH to Grade	23	EA	224.23	5,157.29	23.00	\$ 5,157.29	23.00	\$ 5,157.29
10	Adj Water Valve Box To Grade	97	EA	113.35	10,994.95	97.00	\$ 10,994.95	97.00	\$ 10,994.95
11	Gen Cleaning & Grubbing	1	1LS	298,627.34	298,627.34	1.00	\$ 298,627.34	1.00	\$ 298,627.34
12	Tree Rem (12 to 23")*	3	EA	556.98	1,670.94	3.00	\$ 1,670.94	3.00	\$ 1,670.94
13	Excavation	12,382	CY	4.9	60,671.80	12,382.00	\$ 60,671.80	12,382.00	\$ 60,671.80
14	Over-Excavation	57,932	CY	3.51	203,341.32	57,932.00	\$ 203,341.32	57,932.00	\$ 203,341.32
15	Earthwork Measured in Embankment	187,922	CY	7.77	1,460,153.94	187,922.00	\$ 1,460,153.94	187,922.00	\$ 1,460,153.94
16	Parking Space Finish	62,600	SY	1.06	66,356.00	62,600.00	\$ 66,356.00	62,600.00	\$ 66,356.00
17	Flowable Fill	60	CY	77.98	4,678.80	60.00	\$ 4,678.80	60.00	\$ 4,678.80
18	PCC Pavt w/Int Curb, 6"	1,842	Sy	27.74	51,097.08	1,842.00	\$ 51,097.08	1,842.00	\$ 51,097.08
19	PCC Pavt w/Int Curb, 9"	37,160	Sy	32.62	1,212,159.20	37,160.00	\$ 1,212,159.20	37,160.00	\$ 1,212,159.20
20	Conc Sidewalk, 4"	88,413	SF	2.5	221,032.50	88,413.00	\$ 221,032.50	70,000.00	\$ 175,000.00
21	Conc Sidewalk, 6"	8,438	SF	3.22	27,170.36	8,438.00	\$ 27,170.36	7,000.00	\$ 22,540.00
22	Conc Driveway, 6"	9,592	SF	3.49	33,476.08	9,592.00	\$ 33,476.08	9,592.00	\$ 33,476.08
23	Conc Bikeway, 5"	48,290	SF	2.42	116,861.80	48,290.00	\$ 116,861.80	48,290.00	\$ 116,861.80
24	Combined Curb & Gutter	779	LF	14.94	11,638.26	779.00	\$ 11,638.26	779.00	\$ 11,638.26
25	Conc Median Nose	3	EA	501.53	1,504.59	3.00	\$ 1,504.59	3.00	\$ 1,504.59
26	Conc Median Surfacing, 4"	2,364	SF	2.82	6,666.48	2,364.00	\$ 6,666.48	2,364.00	\$ 6,666.48
27	PCC Alley Pavt, 8"	1,889	SY	33.24	62,790.36	1,889.00	\$ 62,790.36	1,889.00	\$ 62,790.36
28	Detectable Warning Panels	682	SF	20.23	13,796.86	682.00	\$ 13,796.86	682.00	\$ 13,796.86
29	Conc for Steps & Retaining Walls	80.5	CY	407.93	32,838.37	80.50	\$ 32,838.37	80.50	\$ 32,838.37
30	Reinf Stl for Steps & Retaining Walls	8,185	LBS	1.11	9,085.35	8,185.00	\$ 9,085.35	8,185.00	\$ 9,085.35
31	Crushed Rock Roadway Surfacing	350	TON	29.52	10,332.00	350.00	\$ 10,332.00	147.29	\$ 4,479.29
32	Grvd Prfmd Plstc Mkg, Lt Arrow	1	EA	473.43	473.43	1.00	\$ 473.43	1.00	\$ 473.43
33	Grvd Prfmd Plstc Mkg, Triangles	3	EA	167.09	501.27	3.00	\$ 501.27	3.00	\$ 501.27
34	Grvd Prfmd Plstc Mkg, Bike	13	EA	946.87	12,309.31	13.00	\$ 12,309.31	13.00	\$ 12,309.31
35	Grvd Prfmd Plstc Mkg, Bike Arrow	6	EA	807.63	4,845.78	6.00	\$ 4,845.78	6.00	\$ 4,845.78
36	Grvd Prfmd Plstc Mkg, Bike Sharrow	2	EA	1,503.86	3,007.72	2.00	\$ 3,007.72	2.00	\$ 3,007.72
37	Grvd Liquid Polyurea Mkg - Type I, 12 W"	427	LF	12.81	5,469.87	427.00	\$ 5,469.87	427.00	\$ 5,469.87
38	Grvd Liquid Polyurea Mkg - Type I, 12 V"	28	LF	12.81	358.68	28.00	\$ 358.68	28.00	\$ 358.68
39	Grvd Liquid Polyurea Mkg - Type II, 24 W"	1,210	LF	23.95	28,979.50	1,210.00	\$ 28,979.50	1,210.00	\$ 28,979.50
40	Grvd Liquid Polyurea Mkg - Type III, 4 W"	5,567	LF	3.34	18,593.78	5,567.00	\$ 18,593.78	5,567.00	\$ 18,593.78
41	Grvd Liquid Polyurea Mkg - Type III, 4 W"	14,764	LF	1.95	28,789.60	14,764.00	\$ 28,789.60	14,764.00	\$ 28,789.60
42	Paint Mkg, 4 W"	11,687	LF	0.84	9,817.08	11,687.00	\$ 9,817.08	11,687.00	\$ 9,817.08
43	Raised Pavt Markers	7	EA	16.71	116.97	7.00	\$ 116.97	7.00	\$ 116.97
44	Tubular Markers, Channel Mount	1	EA	94.68	94.68	1.00	\$ 94.68	1.00	\$ 94.68
45	Tubular Markers, Surface Mount	12	EA	94.68	1,136.16	12.00	\$ 1,136.16	12.00	\$ 1,136.16
46	Traffic Sign, < 4 Sq Ft	135	EA	122.54	16,542.90	135.00	\$ 16,542.90	135.00	\$ 16,542.90
47	Traffic Sign, FYG, < 4 sq Ft	6	EA	161.52	969.12	6.00	\$ 969.12	6.00	\$ 969.12
48	Traffic Sign, 4 Sq Ft < 9 Sq Ft	27	EA	139.25	3,759.75	27.00	\$ 3,759.75	27.00	\$ 3,759.75
49	Traffic Sign, 9 Sq Ft or >	4	EA	417.73	1,670.92	4.00	\$ 1,670.92	4.00	\$ 1,670.92
50	Traffic Sign, FYG, 9 SQ FT or >	12	EA	473.43	5,681.16	12.00	\$ 5,681.16	12.00	\$ 5,681.16
51	Remove Traffic Sign and Post	4	EA	55.7	222.8	4.00	\$ 222.8	4.00	\$ 222.8
52	Relocate Sign and Post	1	EA	139.25	139.25	1.00	\$ 139.25	1.00	\$ 139.25
53	U' Channel Sign Posts*	527	LF	8.35	4,400.45	527.00	\$ 4,400.45	527.00	\$ 4,400.45
54	Ground Sleeve	24	EA	128.11	3,074.64	24.00	\$ 3,074.64	24.00	\$ 3,074.64
55	Street Name Posts (Round)	222	LF	13.92	3,090.24	222.00	\$ 3,090.24	222.00	\$ 3,090.24
56	Traffic Control for Const	1	1LS	106,383.88	106,383.88	1.00	\$ 106,383.88	1.00	\$ 106,383.88
57	Concrete Protection Barrier	75	LF	11.14	835.5	75.00	\$ 835.5	75.00	\$ 835.5
58	Found Material	300	CY	35	10,500.00	300.00	\$ 10,500.00	300.00	\$ 10,500.00
59	Directional Drilling for 8 Water Main	87	LF	59.04	5,136.48	87.00	\$ 5,136.48	87.00	\$ 5,136.48
60	Directional Drilling for 12 Water Main	251	LF	72.41	18,174.91	251.00	\$ 18,174.91	(87.00)	\$ 17,307.91
61	Conc for Collars, Elbows, Plugs & Hdws	10,84	CY	590.11	6,396.79	10.84	\$ 6,396.79	10.84	\$ 6,396.79
62	Reinf Steel for Collars, Elbows, Plugs & Hdws	713	LBS	0.72	513.36	713.00	\$ 513.36	713.00	\$ 513.36
63	Conc for Thrust Blocks & Anchorages	28.9	CY	334.19	9,658.09	28.90	\$ 9,658.09	28.90	\$ 9,658.09
64	Reinf Stl for Thrust Blks & Anchorages	950.4	LBS	1.11	1,054.94	950.40	\$ 1,054.94	950.40	\$ 1,054.94
65	Rem Storm Sewer Pipe, 12"	47	LF	4.28	201.16	47.00	\$ 201.16	47.00	\$ 201.16
66	Rem Storm Sewer Pipe, 15"	392	LF	4.28	1,634.96	392.00	\$ 1,634.96	121.00	\$ 503.60
67	Rem Storm Sewer Pipe, 18"	409	LF	4.28	1,733.40	409.00	\$ 1,733.40	409.00	\$ 1,733.40
68	Rem Storm Sewer Pipe, 24"	193	LF	4.28	827.24	193.00	\$ 827.24	117.00	\$ 490.20
69	Rem Storm Sewer Pipe, 42"	18	LF	61.88	1,113.84	18.00	\$ 1,113.84	114.00	\$ 779.12
70	Rem Storm Sewer Pipe, 42"	561	LF	6.66	3,736.26	561.00	\$ 3,736.26	561.00	\$ 3,736.26
71	Rem Storm Sewer Pipe, 60"	43	LF	6.66	286.38	43.00	\$ 286.38	8.00	\$ 51.00
72	RCP Storm Sewer, CI III, 15"	1,708	LF	28.92	51,103.36	1,708.00	\$ 51,103.36	1,708.00	\$ 51,103.36
73	RCP Storm Sewer, CI III, 18"	1,281	LF	39.08	50,061.48	1,281.00	\$ 50,061.48	1,281.00	\$ 50,061.48
74	RCP Storm Sewer, CI III, 21"	444	LF	38.23	16,974.12	444.00	\$ 16,974.12	444.00	\$ 16,974.12
75	RCP Storm Sewer, CI III, 24"	369	LF	45.39	16,476.57	369.00	\$ 16,476.57	188.50	\$ 51,510.57
76	RCP Storm Sewer, CI III, 30"	251	LF	55.94	14,040.94	251.00	\$ 14,040.94	251.00	\$ 14,040.94
77	RCP Storm Sewer, CI III, 36"	871	LF	70.52	61,422.92	871.00	\$ 61,422.92	871.00	\$ 61,422.92
78	RCP Storm Sewer, CI III, 42"	699	LF	95.36	66,556.64	699.00	\$ 66,556.64	699.00	\$ 66,556.64
79	RCP Storm Sewer, CI III, 48"	930	LF	107.69	100,151.70	930.00	\$ 100,151.70	930.00	\$ 100,151.70
80	RCP Storm Sewer, CI III, 54"	777	LF	138.73	107,793.21	777.00	\$ 107,793.21	777.00	\$ 107,793.21
81	RCP Storm Sewer, CI III, 72"	1,013	LF	306.31	310,292.03	1,013.00	\$ 310,292.03	5.00	\$ 1,018.00
82	Tap Ex Storm Sewer MH & Replace	1	EA	1,609.05	1,609.05	1.00	\$ 1,609.05	1.00	\$ 1,609.05
83	Tap Ex Storm Sewer Inlet & Replace	1	EA	967.03	967.03	1.00	\$ 967.03	1.00	\$ 967.03
84	Tap Ex RC Pipe	7	EA	274.92	1,924.44	7.00	\$ 1,924.44	7.00	\$ 1,924.44
85	Tap Ex RC Box	6	EA	365.43	2,192.58	6.00	\$ 2,192.58	6.00	\$ 2,192.58
86	Reinforcing Steel for Structures	9,520	LBS	1.11	10,567.20	9,520.00	\$ 10,567.20	9,520.00	\$ 10,567.20
87	Concrete for Structures	41.58	CY	440.31	18,308.09	41.58	\$ 18,308.09	41.58	\$ 18,308.09
88	Storm Sewer MH, 15 - 30"	7	EA	3,212.52	22,487.64	7.00	\$ 22,487.64	7.00	\$ 22,487.64
89	Storm Sewer MH, to 36"	2	EA	3,925.22	7,850.44	2.00	\$ 7,850.44	2.00	\$ 7,850.44
90	Storm Sewer MH, 42-48"	5	EA	4,685.73	23,428.65	5.00	\$ 23,428.65	5.00	\$ 23,428.65
91	Storm Sewer MH, 54-60"	1	EA	7,684.97	7,684.97	1.00	\$ 7,684.97	1.00	\$ 7,684.97
92	Storm Sewer MH, 66-72"	2	EA	7,034.17	14,068.34	2.00	\$ 14,068.34	2.00	\$ 14,068.34
93	Storm Sewer Inlet, 72"	53	EA	1,857.84	98,465.52	53.00	\$ 98,465.52	53.00	\$ 98,465.52
94	Canted Storm Sewer Inlet, 72"	27	EA	1,916.56	51,747.12	27.00	\$ 51,747.12	27.00	\$ 51,747.12
95	Radius Storm Sewer Inlet, 72"	1	EA	1,846.67	1,846.67	1.00	\$ 1,846.67	1.00	\$ 1,846.67
96	Grate Inlet, Ty F-1*	6	EA	1,096.86	6,581.28	6.00	\$ 6,581.28	6.00	\$ 6,581.28

108	Sanitary Sewer Pipe, 8"	731	LF	53.47	39,086.57	731.00	\$	39,086.57	731.00	\$	39,086.57
109	Sanitary Sewer Pipe, 10"	553	LF	56.81	31,415.93	553.00	\$	31,415.93	553.00	\$	31,415.93
110	Sanitary Sewer Pipe, 12"	1,010.00	LF	61.27	61,882.70	1,010.00	\$	61,882.70	1,010.00	\$	61,882.70
111	Sanitary Sewer Plug, 8"	1	EA	22.28	22.28	1.00	\$	22.28	1.00	\$	22.28
112	Sid MH, Ty P"	1	EA	5,569.83	5,569.83	1.00	\$	5,569.83	1.00	\$	5,569.83
113	Sid MH, Ty 5"	11	EA	2,227.93	24,507.23	11.00	\$	24,507.23	11.00	\$	24,507.23
114	Sid MH, Ty P" VF"	14.2	VF	389.89	5,536.44	14.20	\$	5,536.44	14.20	\$	5,536.44
115	Sid MH, Ty 5" VF"	136.8	VF	167.09	22,857.91	136.80	\$	22,857.91	136.80	\$	22,857.91
116	Wye, 8 x 6"	4	EA	222.79	891.16	4.00	\$	891.16	4.00	\$	891.16
117	Wye, 10 x 6"	1	EA	276.27	276.27	1.00	\$	276.27	1.00	\$	276.27
118	Construct Sanitary Sewer Service	11	EA	891.18	9,802.98	11.00	\$	9,802.98	11.00	\$	9,802.98
119	Reconstruct Sanitary Sewer Service	1	EA	891.19	891.19	1.00	\$	891.19	1.00	\$	891.19
120	Pipe Sewer Service, 6"	638	LF	51.25	32,697.50	638.00	\$	32,697.50	638.00	\$	32,697.50
121	Rem 6 Water Main"	286	LF	11.14	3,186.04	286.00	\$	3,186.04	286.00	\$	3,186.04
122	Rem 8 Water Main"	214	LF	11.14	2,383.96	214.00	\$	2,383.96	214.00	\$	2,383.96
123	Rem 12 Water Main"	136	LF	14.88	2,023.68	136.00	\$	2,023.68	136.00	\$	2,023.68
124	Rem 16 Water Main"	10	LF	22.28	222.80	10.00	\$	222.80	10.00	\$	222.80
125	Rem & Salvage Hydrant	7	EA	891.18	6,238.26	7.00	\$	6,238.26	7.00	\$	6,238.26
126	Rem & Salvage Gate Valve and Box	12	EA	111.39	1,336.68	12.00	\$	1,336.68	12.00	\$	1,336.68
127	Rem & Salvage Reducer	1	EA	111.39	111.39	1.00	\$	111.39	1.00	\$	111.39
128	Rem & Salvage Bend	11	EA	111.39	1,225.29	11.00	\$	1,225.29	11.00	\$	1,225.29
129	Rem & Salvage Tee	2	EA	111.39	222.78	2.00	\$	222.78	2.00	\$	222.78
130	Rem & Reset Hydrant	1	EA	1,782.34	1,782.34	1.00	\$	1,782.34	1.00	\$	1,782.34
131	Rem & Reset Tee	1	EA	222.79	222.79	1.00	\$	222.79	1.00	\$	222.79
132	Water Main, 6"	148	LF	50.13	7,419.24	148.00	\$	7,419.24	148.00	\$	7,419.24
133	Water Main, 8"	1,572.00	LF	55.7	87,560.40	1,572.00	\$	87,560.40	1,572.00	\$	87,560.40
134	Water Main, 12"	3,103.00	LF	66.84	207,404.52	3,103.00	\$	207,404.52	267.00	\$	3,370.00
135	Water Main, 16"	594	LF	77.98	46,320.12	594.00	\$	46,320.12	594.00	\$	46,320.12
136	Anchoring Elbow, MJ, 6"	16	EA	155.95	2,495.20	16.00	\$	2,495.20	1.00	\$	17.00
137	Anchoring Coupling, MJ (L=18) 6"	40	EA	148.16	5,926.40	40.00	\$	5,926.40	40.00	\$	5,926.40
138	Reducer, MJ, 12 x 8"	2	EA	190.49	380.98	2.00	\$	380.98	2.00	\$	380.98
139	Reducer, MJ, 16 x 6"	1	EA	417.73	417.73	1.00	\$	417.73	1.00	\$	417.73
140	Reducer, MJ, 16 x 12"	1	EA	389.89	389.89	1.00	\$	389.89	1.00	\$	389.89
141	Deg Bend, MJ, 12 X 90"	1	EA	355.36	355.36	1.00	\$	355.36	1.00	\$	355.36
142	Deg Bend, MJ, 16 X 90"	2	EA	767.52	1,535.04	2.00	\$	1,535.04	2.00	\$	1,535.04
143	Deg Bend, MJ, 8 X 45"	6	EA	147.04	882.24	6.00	\$	882.24	6.00	\$	882.24
144	Deg Bend, MJ, 16 X 45"	6	EA	563.66	3,381.96	6.00	\$	3,381.96	6.00	\$	3,381.96
145	Deg Bend, MJ, 12 X 11.25"	2	EA	255.09	510.18	2.00	\$	510.18	2.00	\$	510.18
146	Cross, MJ, 8 x 8"	1	EA	301.89	301.89	1.00	\$	301.89	1.00	\$	301.89
147	Tee, MJ, 8 X 6"	10	EA	238.90	2,389.00	10.00	\$	2,389.00	10.00	\$	2,389.00
148	Tee, MJ, 8 X 8"	1	EA	271.81	271.81	1.00	\$	271.81	1.00	\$	271.81
149	Tee, MJ, 12 X 6"	17	EA	357.59	6,079.03	17.00	\$	6,079.03	17.00	\$	6,079.03
150	Tee, MJ, 12 X 8"	4	EA	405.48	1,621.92	4.00	\$	1,621.92	4.00	\$	1,621.92
151	Tee, MJ, 12 X 12"	3	EA	497.85	1,493.85	3.00	\$	1,493.85	3.00	\$	1,493.85
152	Tee, MJ, 16 X 6"	1	EA	687.32	687.32	1.00	\$	687.32	1.00	\$	687.32
153	Tee, MJ, 16 X 12"	2	EA	873.35	1,746.70	2.00	\$	1,746.70	2.00	\$	1,746.70
154	Tee, MJ, 16 X 16"	1	EA	1,090.57	1,090.57	1.00	\$	1,090.57	1.00	\$	1,090.57
155	12 Offset 18" Drop M.J."	2	EA	683.98	1,367.96	2.00	\$	1,367.96	2.00	\$	1,367.96
156	15 Offset 18" Drop M.J."	2	EA	2,597.77	5,195.54	2.00	\$	5,195.54	2.00	\$	5,195.54
157	Solid Sleeve, MJ (L=12) 6"	8	EA	119.2	957.60	8.00	\$	957.60	8.00	\$	957.60
158	Solid Sleeve, MJ (L=12) 8"	8	EA	163.75	1,310.00	8.00	\$	1,310.00	8.00	\$	1,310.00
159	Solid Sleeve, MJ (L=12) 12"	10	EA	280.72	2,807.20	10.00	\$	2,807.20	10.00	\$	2,807.20
160	Solid Sleeve, MJ (L=15) 16"	5	EA	513.54	2,567.70	5.00	\$	2,567.70	5.00	\$	2,567.70
161	Dual Purpose Sleeve, MJ (L=12) 12"	1	EA	556.98	556.98	1.00	\$	556.98	1.00	\$	556.98
162	Plug, MJ, 12"	2	EA	133.68	267.36	2.00	\$	267.36	2.00	\$	267.36
163	Retainer Glands, MJ, 4"	1	EA	36.76	36.76	1.00	\$	36.76	1.00	\$	36.76
164	Retainer Glands, MJ, 6"	21	EA	41.22	865.62	21.00	\$	865.62	4.00	\$	25.00
165	Retainer Glands, MJ, 8"	80	EA	65.73	5,258.40	80.00	\$	5,258.40	80.00	\$	5,258.40
166	Retainer Glands, MJ, 12"	111	EA	142.59	15,827.49	111.00	\$	15,827.49	111.00	\$	15,827.49
167	Retainer Glands, MJ, 16"	45	EA	311.91	14,035.95	45.00	\$	14,035.95	45.00	\$	14,035.95
168	Gate Valve, MJ, 6"	31	EA	936.84	29,042.04	31.00	\$	29,042.04	31.00	\$	29,042.04
169	Gate Valve, MJ, 8"	11	EA	1,794.50	19,939.50	11.00	\$	19,939.50	11.00	\$	19,939.50
170	Gate Valve, MJ, 12"	13	EA	3,094.60	40,229.80	13.00	\$	40,229.80	13.00	\$	40,229.80
171	Butterfly Valve, MJ, 16"	2	EA	4,139.45	8,238.90	2.00	\$	8,238.90	2.00	\$	8,238.90
172	Tapping Sleeve & Valve, MJ, 8 x 6"	2	EA	3,158.09	6,316.18	2.00	\$	6,316.18	2.00	\$	6,316.18
173	Tapping Sleeve & Valve, MJ, 12 x 4"	1	EA	3,089.04	3,089.04	1.00	\$	3,089.04	1.00	\$	3,089.04
174	Tapping Sleeve & Valve, MJ, 12 x 6"	1	EA	3,388.69	3,388.69	1.00	\$	3,388.69	1.00	\$	3,388.69
175	Hydrant, L=5.5'	11	EA	2,860.67	31,467.37	11.00	\$	31,467.37	11.00	\$	31,467.37
176	Hydrant, L=6.5'	17	EA	2,937.54	49,938.18	17.00	\$	49,938.18	17.00	\$	49,938.18
177	Hydrant Extension	4	EA	1,292.20	5,168.80	4.00	\$	5,168.80	4.00	\$	5,168.80
178	Temporary Hydrant and Blow-off	4	EA	1,113.97	4,455.88	4.00	\$	4,455.88	4.00	\$	4,455.88
179	Copper Water Service Pipe, 2"	67	LF	53.47	3,582.49	67.00	\$	3,582.49	3.00	\$	70.00
180	Reconstruct Water Service	4	EA	724.08	2,896.32	4.00	\$	2,896.32	4.00	\$	2,896.32
181	Abandonment of Water Main	1	LS	2,227.93	2,227.93	1.00	\$	2,227.93	1.00	\$	2,227.93
182	Rem Street Light Pole	7	EA	309.68	2,167.76	7.00	\$	2,167.76	7.00	\$	2,167.76
183	Rem Street Light Pole Foundation	4	EA	167.09	668.36	4.00	\$	668.36	4.00	\$	668.36
184	Rem Pull Box	2	EA	227.25	454.50	2.00	\$	454.50	2.00	\$	454.50
185	Rem Street Light Pole (Req Foundation)	4	EA	1,472.66	5,890.64	4.00	\$	5,890.64	0.00	\$	4.00
186	Conduit, 2 Bored"	370	LF	32.73	12,111.00	370.00	\$	12,111.00	98.00	\$	468.00
187	Conduit, 3 Bored"	45	LF	42.73	1,922.85	45.00	\$	1,922.85	320.00	\$	265.00
188	Conduit, 4 Bored"	1,273.00	LF	44.06	56,088.38	1,273.00	\$	56,088.38	0.00	\$	0.00
189	Conduit, 1 1/2 Trenched"	8,810.00	LF	6.2	54,622.00	8,810.00	\$	54,622.00	8,810.00	\$	54,622.00
190	Conduit, 2 Trenched"	2,635.00	LF	7.08	18,555.80	2,635.00	\$	18,555.80	2,635.00	\$	18,555.80
191	Conduit, 3 Trenched"	450	LF	13.23	5,953.50	450.00	\$	5,953.50	380.00	\$	830.00
192	Conduit, 4 Trenched"	28,233.00	LF	15.86	447,775.38	28,233.00	\$	447,775.38	0.00	\$	0.00
193	Locate Stick	1	EA	471.21	471.21	1.00	\$	471.21	1.00	\$	471.21
194	Pull Box, T6	6	EA	842.16	5,052.96	6.00	\$	5,052.96	6.00	\$	5,052.96
195	Pull Box, T9	16	EA	959.13	15,346.08	16.00	\$	15,346.08	16.00	\$	15,346.08
196	Riser, 1 1/2"	1	EA	734.11	734.11	1.00	\$	734.11	1.00	\$	734.11
197	Riser, 2"	2	EA	946.67	1,893.34	2.00	\$	1,893.34	2.00	\$	1,893.34
198	Pole, Street Light, SL-A-C-30-6-3	4	EA	2,131.02	8,524.08	4.00	\$	8,524.08	4.00	\$	8,524.08
199	Cable, Tracer Wire	23,036.00	LF	1.19	27,412.84	23,036.00	\$	27,412.84	0.00	\$	0.00
200	Cable, No 4 CG	1,064.00	LF	4.52	4,809.28	1,064.00	\$	4,809.28	1,064.00	\$	4,809.28
201	Cable, No 6 CG	2,922.00	LF	4.49	13,119.78	2,922.00	\$	13,119.78	2,922.00	\$	13,119.78
202	Cable, No 8 CG	5,460.00	LF	4.21	22,986.60	5,460.00	\$	22,986.60	5,460.00	\$	22,986.60
203	Cable, No 2 SL	3,298.00	LF	6.43	21,206.14	3,298.00	\$	21,206.14	3,298.00	\$	21,206.14
204	Cable, No 4 SL	5,844.00	LF	4.88	28,518.72	5,844.00	\$	28,518.72	5,844.00	\$	28,518.72
205	Cable, No 6 SL	13,008.00	LF	4.49	58,405.92	13,008.00	\$	58,405.92	13,008.00	\$	58,405.92
206	Cable, No 8 SL	360	LF	4.21	1,515.60	360.00	\$	1,515.60	360.00	\$	1,515.60
207	Cable, No. 4 Street Light Triplex	1,302.00	LF	8.58	11,171.16	1,302.00	\$	11,171.16	1,302.00	\$	11,171.16
208	Cable, 12 Single Mode Fiber	252	LF	3.52	887.04	252.00	\$	887.04	0.00	\$	0.00
209	Luminaire, 150W HPSV-PC (208 Volt)	28	EA	577.04	16,157.12	28.00	\$	16,157.12	28.00	\$	16,157.12
210	Luminaire, 250W HPSV-SC	4	EA	588.18	2,352.72	4.00	\$	2,352.72	4.00	\$	2,352.72
211	Seeding, Ty B"	10.69	AC	3,174.81							

221	Curb Inlet Protection Rem	80	EA	33.41	2,672.80	80.00	\$	2,672.80	80.00	\$	2,672.80
222	Biodegradable Erosion Control Blanket, Type I	9,079.00	SY	1.23	11,167.17	9,079.00	\$	11,167.17	9,079.00	\$	11,167.17
223	Petroleum Contaminated Soil Load Fee	350	EA	5	1,750.00	350.00	\$	1,750.00	350.00	\$	1,750.00
224	Wye, 12 x 6"	4	EA	501.29	2,005.16	4.00	\$	2,005.16	4.00	\$	2,005.16
225	12 Offset 24" Drop M.J.	2	EA	892.29	1,784.58	2.00	\$	1,784.58	2.00	\$	1,784.58
226	Anchoring Coupling, MJ (L=13) 12"	10	EA	540.27	5,402.70	10.00	\$	5,402.70	10.00	\$	5,402.70
227	Anchoring Coupling, MJ (L=18) 8"	9	EA	306.34	2,757.06	9.00	\$	2,757.06	9.00	\$	2,757.06
228	Remove Light Tower	1	EA	5,723.56	5,723.56	1.00	\$	5,723.56	1.00	\$	5,723.56
229	Combination Meter/Panel Assembly	2	EA	3,796.40	7,592.80	2.00	\$	7,592.80	2.00	\$	7,592.80
230	Pole, Street Light, SL-A-C-35-6-3 (Galvanized Pole Painted Black)	53	EA	2,426.22	128,589.66	53.00	\$	128,589.66	53.00	\$	128,589.66
231	SL Pole, SL-A-C-35-12T-5.0 (Galvanized Pole Painted Black)	5	EA	2,281.41	11,407.05	5.00	\$	11,407.05	5.00	\$	11,407.05
232	Wood Pole 35/4-6-3.0	3	EA	1,630.84	4,892.52	3.00	\$	4,892.52	3.00	\$	4,892.52
233	Wood Pole 35/4-76/5-3.0	9	EA	1,604.11	14,436.99	9.00	\$	14,436.99	9.00	\$	14,436.99
234	Relocate Flood Light Fixture	2	EA	1,334.54	2,669.08	2.00	\$	2,669.08	2.00	\$	2,669.08
235	SL Pole, SL-BT-C-35-76/6-3.0 (Galvanized Pole Painted Black)	4	EA	2,977.63	11,910.52	4.00	\$	11,910.52	4.00	\$	11,910.52
236	SL Pole, SL-A-C-25-6-3.0 (Galvanized Pole Painted Black)	5	EA	2,203.43	11,017.15	5.00	\$	11,017.15	5.00	\$	11,017.15
237	SL Pole, SL-A-C-20-6-3.0 (Modify to 2'-0" Raised Conc. Foundation) *	1	EA	2,157.75	2,157.75	1.00	\$	2,157.75	1.00	\$	2,157.75
238	SL Pole, SL-A-C-20-76/6-3.0 (Modify to 2'-0" Raised Conc. Foundation) *	3	EA	2,490.83	7,472.49	3.00	\$	7,472.49	3.00	\$	7,472.49
239	In-Grade Fixture, Type B *	6	EA	1,569.58	9,417.48	6.00	\$	9,417.48	6.00	\$	9,417.48
240	Install Relay Pedestal (Type A and B)	3	EA	2,014.05	6,042.15	3.00	\$	6,042.15	3.00	\$	6,042.15
241	Remove Combination Meter/Panel Pedestal	2	EA	843.27	1,686.54	2.00	\$	1,686.54	2.00	\$	1,686.54
242	Install LED Luminaire	71	EA	304.11	21,591.81	71.00	\$	21,591.81	71.00	\$	21,591.81
243	Fiber Vault (30 x 48" x 36") *	18	EA	4,973.86	89,529.48	0.00	\$	-	0.00	\$	-
244	Install Fiber Vault (BN5F)	2	EA	3,893.31	7,786.62	0.00	\$	-	0.00	\$	-
245	Tunnel Wall Penetration	2	EA	1,516.13	3,032.22	0.00	\$	-	0.00	\$	-
246	Haymarket Parking Garage Building Entrance	1	EA	1,709.94	1,709.94	0.00	\$	-	0.00	\$	-
247	Install Pedestal (TWC)	1	EA	841.04	841.04	0.00	\$	-	0.00	\$	-
248	Install Manhole (TWC)	6	EA	7,175.06	43,050.36	0.00	\$	-	0.00	\$	-
249	Manhole (Windstream) (48x 96" x84") *	11	EA	16,083.46	176,918.06	0.00	\$	-	0.00	\$	-
250	Manhole (Windstream) (48x 78" x84") *	1	EA	15,605.57	15,605.57	0.00	\$	-	0.00	\$	-
251	Install Tracer Wire Pedestal (LES)	12	EA	764.18	9,170.16	0.00	\$	-	0.00	\$	-
252	Paint Mkg. Handicap Stall Symbol	9	EA	417.73	3,759.57	9.00	\$	3,759.57	9.00	\$	3,759.57
253	Grvd Prfmd Plnt Mkg. Blke Right Arrow	1	EA	807.63	807.63	1.00	\$	807.63	1.00	\$	807.63
254	Remove and Salvage Gate	3	EA	334.19	1,002.57	3.00	\$	1,002.57	3.00	\$	1,002.57
255	Remove Parking Meter Post	21	EA	55.7	1,169.70	21.00	\$	1,169.70	21.00	\$	1,169.70
256	Abandon Monitoring Well	4	EA	445.59	1,782.36	4.00	\$	1,782.36	4.00	\$	1,782.36
257	Remove and Reset Bench	2	EA	194.93	389.9	2.00	\$	389.9	2.00	\$	389.9
258	Steel Pipe Bollard	18	EA	714.63	12,863.34	18.00	\$	12,863.34	18.00	\$	12,863.34
259	Removable Pipe Bollard	3	EA	987.3	2,961.90	3.00	\$	2,961.90	3.00	\$	2,961.90
260	Remove Bollard	18	EA	66.84	1,203.12	18.00	\$	1,203.12	18.00	\$	1,203.12
261	Parking Meter Post	75	EA	144.9	10,867.50	75.00	\$	10,867.50	75.00	\$	10,867.50
262	Special Storm Sewer Manhole at Station 1963+23.05	1	EA	13,154.11	13,154.11	1.00	\$	13,154.11	1.00	\$	13,154.11
263	Special Storm Sewer Manhole at Station 1967+36.52	1	EA	29,294.48	29,294.48	1.00	\$	29,294.48	1.00	\$	29,294.48
264	Special Storm Sewer Manhole at Station 1971+20.22	1	EA	50,391.70	50,391.70	1.00	\$	50,391.70	1.00	\$	50,391.70
265	Special Storm Sewer Manhole at Station 1251+96.57	1	EA	7,509.29	7,509.29	1.00	\$	7,509.29	1.00	\$	7,509.29
266	Area Drain	6	EA	736.55	4,419.30	6.00	\$	4,419.30	6.00	\$	4,419.30
267	Storm Sewer Clean-Out	20	EA	649.99	6,499.90	10.00	\$	6,499.90	10.00	\$	6,499.90
268	Pathole Existing Utility	22	EA	233.27	5,146.46	22.00	\$	5,146.46	22.00	\$	5,146.46
269	30" Vinyl Coated Chain Link Fence Cantilevered Gate *	1	EA	1,448.16	1,448.16	1.00	\$	1,448.16	1.00	\$	1,448.16
270	24" Vinyl Coated Chain Link Fence Cantilevered Gate *	3	EA	1,336.77	4,010.31	3.00	\$	4,010.31	3.00	\$	4,010.31
271	48 Vinyl Coated Chain Link Fence Walk Gate *	2	EA	445.59	891.18	2.00	\$	891.18	2.00	\$	891.18
272	24" Vinyl Coated Chain Link Fence Double Swing Gate *	3	EA	668.38	2,005.14	3.00	\$	2,005.14	3.00	\$	2,005.14
273	12x 12 x 10"	1	EA	556.98	556.98	1.00	\$	556.98	1.00	\$	556.98
274	Reconstruct Existing Sanitary Manhole	1	EA	2,784.92	2,784.92	1.00	\$	2,784.92	1.00	\$	2,784.92
275	Furnish Dewatering Container	4	EA	3,174.81	12,699.24	4.00	\$	12,699.24	4.00	\$	12,699.24
276	Adjust Fiber Vault to Grade	2	EA	2,489.72	4,979.44	2.00	\$	4,979.44	2.00	\$	4,979.44
277	Cable, No 12 SL	720	LF	3.82	2,750.40	720.00	\$	2,750.40	720.00	\$	2,750.40
278	Cable, No 2 CG	2,034.00	LF	7.21	14,665.14	2,034.00	\$	14,665.14	2,034.00	\$	14,665.14
279	Cable, No 1/0 SL	3,929.00	LF	10.8	42,433.20	3,929.00	\$	42,433.20	3,929.00	\$	42,433.20
280	Cable, No 4/0 SL	1,940.00	LF	20.88	40,507.20	1,940.00	\$	40,507.20	1,940.00	\$	40,507.20
281	Chain Link Fence, 96"	4,061.00	LF	19.49	79,148.89	4,061.00	\$	79,148.89	4,061.00	\$	79,148.89
282	Vinyl Coated Chain Link Fence, 96"	4,813.00	LF	33.84	162,871.92	4,813.00	\$	162,871.92	4,813.00	\$	162,871.92
283	Temporary Chain Link Fence	3,625.00	LF	9.19	33,313.75	3,625.00	\$	33,313.75	3,625.00	\$	33,313.75
284	Remove Fence	8,249.00	LF	2.78	22,932.22	8,249.00	\$	22,932.22	8,249.00	\$	22,932.22
285	Remove Platform	1,472.00	LF	20.05	29,513.60	1,472.00	\$	29,513.60	1,472.00	\$	29,513.60
286	Remove Railroad Tracks	655	LF	25.06	16,414.30	655.00	\$	16,414.30	655.00	\$	16,414.30
287	Remove and Salvage Railing	198	LF	2.23	441.54	198.00	\$	441.54	198.00	\$	441.54
288	Remove Sanitary Sewer Pipe	1,560.00	LF	22.82	35,599.20	1,560.00	\$	35,599.20	1,560.00	\$	35,599.20
289	Remove Existing Casing	60	LF	27.85	1,671.00	60.00	\$	1,671.00	118.00	\$	1,789.00
290	Remove Box Culvert	561	LF	43.95	24,555.95	561.00	\$	24,555.95	(561.00)	\$	0.00
291	10 PVC Storm Sewer *	55	LF	26.77	1,472.35	55.00	\$	1,472.35	55.00	\$	1,472.35
292	12 PVC Storm Sewer *	416	LF	33.21	13,815.36	416.00	\$	13,815.36	416.00	\$	13,815.36
293	RCP Storm Sewer, CI III, 12"	46	LF	43.46	1,999.16	46.00	\$	1,999.16	46.00	\$	1,999.16
294	15 C.M.P. Storm Sewer *	61	LF	41.75	2,546.75	61.00	\$	2,546.75	61.00	\$	2,546.75
295	30 C.M.P. Storm Sewer *	25	LF	103.58	2,589.75	25.00	\$	2,589.75	25.00	\$	2,589.75
296	2 P.V.C. Pipe Sleeve *	1,383.00	LF	6.46	8,934.18	1,383.00	\$	8,934.18	1,383.00	\$	8,934.18
297	6 P.V.C. Pipe Sleeve *	1,383.00	LF	10.89	15,199.17	1,383.00	\$	15,199.17	1,383.00	\$	15,199.17
298	12 Sanitary Sewer Pipe (C900 P.V.C.) *	222	LF	66.84	14,838.48	222.00	\$	14,838.48	222.00	\$	14,838.48
299	Pipe Sewer Service, 10"	20	LF	55.7	1,114.00	20.00	\$	1,114.00	20.00	\$	1,114.00
300	DIP Water Main, Class 52, 6"	236	LF	63.5	14,986.00	236.00	\$	14,986.00	6.00	\$	242.00
301	DIP Water Main, Class 52, 8"	795	LF	71.29	56,746.84	795.00	\$	56,746.84	795.00	\$	56,746.84
302	DIP Water Main, Class 52, 12"	795	LF	105.82	84,126.90	795.00	\$	84,126.90	795.00	\$	84,126.90
303	Restrained Joint Water Main, 12"	251	LF	85.77	21,528.27	251.00	\$	21,528.27	(251.00)	\$	0.00
304	Restrained Joint Water Main, 8"	345	LF	61.27	21,138.15	345.00	\$	21,138.15	(345.00)	\$	258.00
305	Dewatering for Sanitary Sewers	4,000.00	LF	2.99	11,960.00	4,000.00	\$	11,960.00	(4,000.00)	\$	0.00
306	Dewatering for Sanitary Sewers	2,400.00	LF	2.23	5,352.00	2,400.00	\$	5,352.00	(2,277.00)	\$	123.00
307	Dewatering for Water Mains	1,000.00	LF	2.23	2,230.00	1,000.00	\$	2,230.00	(1,000.00)	\$	0.00
308	Install Conduit, 4 Bored *	192	LF	51.02	9,795.84	0.00	\$	-	0.00	\$	-
309	Install Conduit, 2 Trenched *	5,696.00	LF	6.64	37,821.44	0.00	\$	-	0.00	\$	-
310	Install Conduit, 4 Trenched *	6,474.00	LF	15.59	100,929.66	0.00	\$	-	0.00	\$	-
311	Install Conduit, 6 Trenched *	6,414.00	LF	24.5	157,143.00	0.00	\$	-	0.00	\$	-
312	Install Multi-Duct Conduit 4 Bored *	84	LF	79.43	6,672.12	0.00	\$	-	0.00	\$	-
313	Install Multi-Duct Conduit 4 Trenched *	1,289.00	LF	46.79	60,031.57	0.00	\$	-	0.00	\$	-
314	Excavation for Beneficial Reuse Soils	64,222.00	CY	11.08	711,579.76	64,222.00	\$	711,579.76	28,956.00	\$	93,178.00
315	Grading and Placement of Beneficial Reuse Soils	64,222.00	CY	1.25	80,277.50	64,222.00	\$	80,277.50	28,956.00	\$	93,178.00
316	Reconstruct 7th Street Irrigation System	1	LS	5,569.83	5,569.83	1.00	\$	5,569.83	1.00	\$	5,569.83
317	Construction Field Office	1	LS	13,924.59	13,924.59	1.00	\$	13,924.59	1.00	\$	13,924.59
318	Circuit Reconnection at Iron Horse Park	1	LS	16,598.11	16,598.11	1.00	\$	16,598.11	1.00	\$	16,598.11
319	Bypass Pumping for Sewer Construction at Station 1969+13.00	1	LS	1,113.97	1,113.97	1.00	\$	1,113.97	1.00	\$	1,113.97
320	Bypass Pumping for Sewer Construction at Station 2204+51.78	1	LS	1,113.97	1,113.97	1.00	\$	1,113.97	1.00	\$	1,113.97
321	Bypass Pumping for Sewer Construction at Station 2211+28.34	1	LS	1,113.97	1,113.97	1.00	\$	1,113.97	1.00	\$	1,113.97
322	Bypass Pumping for Sewer Construction at Station 1205+76.05	1	LS	1,113.97	1,113.97	1.00	\$	1,113.97	1.00	\$	1,113.97
323	Bypass Pumping for Sewer										

334	Granular Material for Subgrade Stabilization	5,000.00	TON	27.85	139,250.00	5,000.00	\$	139,250.00	(1,000.00)	4,000.00	\$	111,400.00		
335	Occupation Tax	6,250.00	TON	7	43,750.00	6,250.00	\$	43,750.00		6,250.00	\$	43,750.00		
336	Geotextile for Subgrade Stabilization	8,000.00	SY	3.98	31,840.00	8,000.00	\$	31,840.00		8,000.00	\$	31,840.00		
337	Special Street Paving	1,603.00	SY	52.11	83,532.33	1,603.00	\$	83,532.33		1,603.00	\$	83,532.33		
338	Parking Lot Surfacing	15,726.00	SY	20.57	323,483.82	15,726.00	\$	323,483.82	(10,500.00)	5,226.00	\$	107,498.82		
339	Temporary Surfacing	1,353.00	SY	29.37	39,737.61	1,353.00	\$	39,737.61		1,353.00	\$	39,737.61		
340	Foundation Course	27,581.00	SY	6.73	185,620.13	27,581.00	\$	185,620.13		27,581.00	\$	185,620.13		
341	Remove and Salvage Brick Pavers	276	SF	7.8	2,152.80	276.00	\$	2,152.80		276.00	\$	2,152.80		
342	Concrete Driveway, 9 Thick "	6,877.00	SF	4.23	29,089.71	6,877.00	\$	29,089.71	258.62	7,135.62	\$	30,183.67		
343	Brick Pavers	706	SF	22.17	15,652.02	706.00	\$	15,652.02		706.00	\$	15,652.02		
344	Temporary Sidewalk	2,270.00	SF	2.66	6,038.20	2,270.00	\$	6,038.20		2,270.00	\$	6,038.20		
345	Construction Staking for Utilities	40	HR	155.93	6,238.00	40.00	\$	6,238.00	38.50	78.50	\$	12,242.08		
346	Dewatering Container Usage	1,440.00	CDA	57.22	82,396.80	1,440.00	\$	82,396.80	(845.00)	595.00	\$	34,045.90		
347	Dewatering for Over-Excavation Work	120	CDA	55.7	6,684.00	120.00	\$	6,684.00	(120.00)	0.00	\$	-		
348	Reducer, MJ, 8 X 6 "	1	EA	130.34	130.34	1.00	\$	130.34		1.00	\$	130.34		
349	Deg Bend, MJ, 8 X 22.5 "	2	EA	151.5	303	2.00	\$	303.00		2.00	\$	303.00		
350	Steel Casing Pipe, Open Cut, 16 Dia. "	93	LF	94.68	8,805.24	93.00	\$	8,805.24	30.00	123.00	\$	11,645.64		
351	Steel Casing Pipe, Bored in Place, 16 Dia. "	155	LF	240.52	37,296.10	155.00	\$	37,296.10		155.00	\$	37,296.10		
352	Excavation of Unsuitable Material	17,500.00	CY	19.99	349,825.00	0.00	\$	-		0.00	\$	-		
353	Temporary Shoring Sta. 1306+34 to Sta. 1307+95	1	LS	42,486.71	42,486.71	0.00	\$	-		0.00	\$	-		
Base Contract Original Budget and Changes:					14,168,272.94			C.O. #2 Revised Base Contract	\$	12,522,112.64		C.O. #9 Revised Base Contract Amount:	\$	12,355,522.02
					Change Order #1 Base Contract Net Change:							\$	(166,590.62)	
Core Area Roadways Final Alternate 1 Bid Summary - C.O. #1 Add														
354	Mobilization		OLS	4,230.58	\$	-		4,230.58	\$	4,230.58		1.00	\$	4,230.58
355	Const Staking		OLS	4,834.62	\$	-		4,834.62	\$	4,834.62		1.00	\$	4,834.62
356	PCC Pav w/Int Curb, 6 "		OLS	27.74	\$	-		27.74	\$	379,816.08		13,692.00	\$	379,816.08
357	PCC Pav w/Int Curb, 9 "		OLS	32.62	\$	-		32.62	\$	8,089.76		248.00	\$	8,089.76
358	Concrete Sidewalk, 4 "		OLS	1.5	\$	-		1.5	\$	1,967.50		787.00	\$	1,967.50
359	Concrete Driveway, 6 "		OLS	3.49	\$	-		3.49	\$	1,371.57		393.00	\$	1,371.57
360	Concrete Median Surfacing, 4 "		OLS	2.82	\$	-		2.82	\$	3,852.12		1,366.00	\$	3,852.12
361	Grnd Liquid Polyurea Mkg - Type III, 4 W "		OLF	3.34	\$	-		3.34	\$	317.30		95.00	\$	317.30
362	Paint Mkg, 4 Y "		OLF	0.84	\$	-		0.84	\$	7,131.60		8,490.00	\$	7,131.60
363	Traffic Sign, < 4 Sq Ft		OLE	122.54	\$	-		122.54	\$	1,102.86		9.00	\$	1,102.86
364	4" Channel Sign Posts "		OLF	8.35	\$	-		8.35	\$	233.80		28.00	\$	233.80
365	Ground Sleeve		OLE	128.11	\$	-		128.11	\$	512.44		4.00	\$	512.44
366	RCP Storm Sewer, CI III, 15 "		OLF	29.92	\$	-		29.92	\$	418.88		14.00	\$	418.88
367	Storm Sewer Inlet, 72 "		OLE	1,857.84	\$	-		1,857.84	\$	3,715.68		2.00	\$	3,715.68
368	CONDUIT, 1 1/2 T "		OLF	6.2	\$	-		6.2	\$	7,688.00		1,240.00	\$	7,688.00
369	POLE, STREET LIGHT, SL-A-C-30-6-3		OLE	2,131.02	\$	-		2,131.02	\$	6,393.06		3.00	\$	6,393.06
370	CABLE, NO 6 CG		OLF	4.49	\$	-		4.49	\$	5,527.19		1,231.00	\$	5,527.19
371	CABLE, NO 8 CG		OLF	4.21	\$	-		4.21	\$	37.89		9.00	\$	37.89
372	CABLE, NO 4 SL		OLF	4.88	\$	-		4.88	\$	12,014.56		2,462.00	\$	12,014.56
373	CABLE, NO 6 SL		OLF	4.49	\$	-		4.49	\$	80.82		18.00	\$	80.82
374	LUMINAIRE, 150W HPSV-PC		OLE	577.04	\$	-		577.04	\$	12,117.84		21.00	\$	12,117.84
375	POLE, STREET LIGHT, SL-A-C-30-T6-6-3		OLE	2,655.70	\$	-		2,655.70	\$	23,901.30		9.00	\$	23,901.30
376	Paint Mkg, Handicap Stall Symbol		OLE	417.73	\$	-		417.73	\$	3,341.84		8.00	\$	3,341.84
Core Area Roadways Final Alternate 3 Bid Summary - C.O. #2 Add														
377	Pedestrian Lights		OLE	4,109.43	\$	-		4,109.43	\$	90,407.45		22.00	\$	90,407.45
Alternate #1:					\$	-		C.O. #2 Revised Alternate #1	\$	488,697.29		C.O. #9 Revised Alternate #1 Contract Amount:	\$	488,697.29
Alternate #3:					\$	-		C.O. #2 Revised Alternate #3	\$	90,407.45		C.O. #9 Revised Alternate #3 Contract Amount:	\$	90,407.45
					Change Order #1 Alternate #1 Contract Net Change:							Change Order #9 Alt. #1 & #3 Changes	\$	-
Original Contract Total:					14,168,272.94			C.O. #2 Revised	\$	13,101,217.39		C.O. #9 Revised Contract Amount:	\$	12,934,626.77
					Change Order #9 Total Contract Net Change:							\$	(166,590.62)	

*Note C.O.'s 3-8 were \$0 C.O. and did not adjust Contract Quantities or Values

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract Agreement between the West Haymarket Joint Public Agency
4 and Sampson Construction Company, Inc. for the West Haymarket Joint Public Agency
5 Infrastructure Improvements Core Area Roadway Street Project (Bid No. 13-082), is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Contract Agreement on behalf of the JPA.

8 The City Clerk is directed to return a fully executed original of the Contract Agreement to
9 Rick Peo for execution by Sampson Construction Company.

10 Adopted this _____ day of April, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)

BID NO. 13-082

CONTRACT AGREEMENT

THIS JPA CONTRACT AGREEMENT ("Contract") is made and entered into as of the ____ day of _____, 2013, by and between **SAMPSON CONSTRUCTION COMPANY, INC.**, hereinafter called Contractor, and the **WEST HAYMARKET JOINT PUBLIC AGENCY**, hereinafter called JPA.

RECITALS

WHEREAS, JPA has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published An Invitation to Bid advertisement for and in connection with said Work, to wit:

West Haymarket JPA Infrastructure Improvements
Core Area Roadway Streetscape Project
Bid No. 13-082

WHEREAS, the Contractor, in response to such advertisement, has submitted to the JPA, in the manner and at the time specified, a sealed Bid in accordance with the terms of said advertisement.

WHEREAS, JPA, in the manner prescribed by law, has publicly advertised, opened, examined, and canvassed the Bids submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for the said Work for the sum or sums named in the Contractor's Bid. Copies of the Bid Opportunity Detail, Notice to Bidders, Addendum Nos. 1 - 6, and the Supplier's Response (collectively "Bid Documents") are attached hereto as Exhibit A.

WHEREAS, Contractor understands and acknowledges that American Recovery and Reinvestment Act (ARRA) tax-favored bonds will fund all or a portion of the Work and therefore this Contract is subject to the Davis-Bacon Act; and that the Contractor is required to comply with the Contract clauses in 29 C.F.R. §5.5(a) which are made part of this Contract.

WHEREAS, Contractor understands and acknowledges that since future use of the site will be for a building, the Contractor is required to pay Davis-Bacon Act prevailing wages in accordance with Highway Construction General Wage Decision NE130027 dated 03/29/2013 ("NE27 Wage Decision").

WHEREAS, the NE27 Wage Decision is hereinafter referred to as the "Effective Wage Decision."

WHEREAS, the use of the term "Contracting Officer" in 29 C.F.R. parts 1, 3 and 5 shall be deemed to refer to the JPA.

WHEREAS, Contractor possesses certain skills, experience, education and competency to perform the Work on behalf of the JPA and the JPA desires to engage Contractor for such services on the terms and conditions provided herein.

WHEREAS, Contractor is willing and able to perform the Work in accordance with this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein and incorporating all of the above Recitals into this Contract as if fully set forth herein, the Contractor and JPA have agreed and hereby agree as follows:

AWARD OF CONTRACT – The JPA does hereby accept the Contractor's Bid as set forth in Exhibit A and award this Contract to Contractor to perform the Work in the Contractor's Bid.

ACCEPTANCE OF THE AWARD OF THE CONTRACT – Contractor hereby accepts the award of the Contract for the work described in the Contractor's Bid.

PERFORMANCE OF WORK - The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete Work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by JPA's official award of this Contract to the Contractor.

CHANGE IN SCOPE OF SERVICES. If an additive or subtractive change in scope is encountered on the site or requested by the JPA, a detailed Proposed Change Order request is to be provided by the Contractor. This must include a breakout of the estimated labor, materials, tools, and equipment required to complete the actual work. The maximum markup for all other items not associated with the work shall be ten percent (10%). This is to include all onsite and offsite overhead, all general conditions, profit, and any other costs not associated with the actual performance of the work.

COMPENSATION - JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the sums and prices for all Work covered by and included in the Contractor's Bid of \$1,658,943.35, payment thereof to be made in the manner provided in Article VIII of the City of Lincoln Standard Specifications for Municipal Construction (2011 Edition). Contractor further agrees upon request of the JPA within ninety (90) days from the date of this Agreement to perform Bid

Alternates L-1, L-2, and/or L-3 and accept as full compensation the applicable sum included with the Contractor's Bid.

COMPLETION DATE - The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date.

INDEMNIFICATION - Contractor agrees to defend, indemnify and hold harmless JPA to the same extent and under the same terms and conditions as required by the Indemnification of JPA in the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts included as part of the Other Attached Contract Documents attached hereto as Exhibit D.

INSURANCE – Contractor shall at all times during the term of this Agreement purchase and maintain in place insurance coverage as required by the Insurance Requirements for All West Haymarket Joint Public Agency Contracts included as part of the Other Attached Contract Documents attached hereto as Exhibit D.

DAVIS-BACON ACT – Contractor agrees to comply with the Davis-Bacon Act. Contractor further agrees to comply with contract clauses set forth in 29 C.F.R. §5.5(a) included as part of the Other Attached Contract Documents (Exhibit D) which provide in part that Contractor shall:

- On a weekly basis pay all laborers and mechanics not less than the federal prevailing wages listed in the wage determinations included in the contract;
- Submit weekly certified payroll records to the JPA; and
- Post the applicable Davis-Bacon wage determinations with the Davis Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the Contractor's workers.

Contractor further agrees to pay the prevailing wages set forth in the Effective Wage Decision. Said Effective Wage Decision is included in the Other Attached Contract Documents (Exhibit D). Contractor agrees to attach the Effective Wage Decision and include and/or incorporate the 29 C.F.R. §5.5(a) contract clauses in any subcontract in connection with the Work. Contractor shall also include a clause in any subcontract that the subcontractor shall attach the Effective Wage Decision and include and/or incorporate the 29 C.F.R. §5.5(a) contract clauses in any lower tier subcontract. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. §5.5(a) and payment of prevailing wages in accordance with the Effective Wage Decision.

NEB. REV. STAT. § 77-1323 CERTIFIED STATEMENT – Contractor, pursuant to the requirements of Neb. Rev. Stat. § 77-1323, has executed the Certified Statement attached hereto as part of Exhibit D certifying that all equipment to be used in performance of the Work, except that acquired since the assessment date has been assessed for the current year. Contractor understands and acknowledges that under Neb. Rev. Stat. §77-1324, any person, partnership, limited liability company, association, or corporation falsifying any statement required by Neb. Rev. Stat. § 77-1323 shall be guilty of a Class IV misdemeanor.

CONTRACT DOCUMENTS - The Contract Documents comprise the Contract, and consist of the following, whether or not attached hereto:

1. Bid Documents (Exhibit A).
2. Exhibit B – Intentionally Omitted.
3. Exhibit C – Intentionally Omitted.
4. Other Attached Contract Documents (Exhibit D).
 - a. Commentary to Accompany Construction Bonds.
 - b. Construction Performance Bond.
 - c. Construction Payment Bond.
 - d. Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012).
 - e. Executive Order No 83319.
 - f. 29 C.F.R. § 5.5(a) Contract Provisions.
 - g. Effective Wage Decision.
 - h. Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323.
5. Other Non-Attached Contract Documents.
 - a. City of Lincoln Standard Specifications for Municipal Construction (2011 Edition). References to City in the Standard Specifications shall mean JPA, references to City Project Manager shall mean PC Sports. Notwithstanding any provisions to the contrary in the Standard Specifications, Change Orders shall be approved in accordance with the JPA’s Change Order Process adopted by JPA Resolution No. WH00195.
 - b. Lincoln Standard Plans 2010.
 - c. Sales Tax Exempt Forms (to be provided upon award of the Special Purchase).
 - i. Form of Nebraska Resale or Exempt Sales Certificate.
 - ii. Form of Purchasing Agent Appointment.

Note: Any portion of this project used for providing water service, such as pipe for water mains, are not tax exempt and are subject to sales and use tax.

Note: The remainder of this project, including items exclusively used for providing fire protection, such as fire hydrants, is exempt from sales and use tax.
 - d. Requirements in 29 C.F.R. parts 1, 3 and 5.
 - e. Special Provisions, Plans/Drawings.
 - f. Any Bid Documents and/or Bid Attachments listed in the Bid Opportunity Detail not attached as part of Exhibit A.

This Contract, together with the other Contract Documents herein above mentioned, form this Contract and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and JPA hereby agree that all the terms and conditions of this Contract shall, by these presents, be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and JPA do hereby execute this Contract.

CONTRACTOR:

**SAMPSON CONSTRUCTION COMPANY,
INC.**

By: _____
Title: _____

JPA:

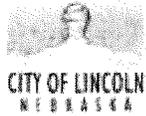
**WEST HAYMARKET JOINT PUBLIC
AGENCY**

By: _____
Chris Beutler, Chairperson of the West
Haymarket Joint Public Agency Board of
Representatives

EXHIBIT A

Bid Documents

Approved by Law
4-10-13



[Return to Login](#) • [Supplier Registration](#)

Bid Opportunity Detail

Bid Number 13-082 Addendum 6 (West Haymarket JPA Infrastructure Imp Core Area Roadway Streetscape Project 870307 (PW/U - Eng. Services))

Close Date & Time 3/22/2013 12:00:00 PM Central

Bid Duration 1 month

Bid Information

Bid Type Bid

Issue Date & Time 2/22/2013 3:00:00 PM Central

Close Date & Time 3/22/2013 12:00:00 PM Central

Bid Status Unsealed

Bid Notes If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone.

Contact Information

Contact Name Vince Mejer Purchasing Agent

Address Purchasing\City & County
440 S. 8th St.
Lincoln, NE 68508 USA

Contact Phone 1 (402) 441-8314

Contact Fax 1 (402) 441-6513

Contact Email vmejer@lincoln.ne.gov

Bid Documents

Document	Format	Description
Invitation Document	Adobe (PDF)	PDF Invitation to Bid
Bid Tabulation by Supplier Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Supplier Spreadsheet
Bid Tabulation by Line Item Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Line Item Spreadsheet

Bid Attachments

Location	File Name	Description
Header	13-082 Adv.pdf (30KB)	Notice to Bidders
Header	INS_Bond_and_29_CFR11.pdf (1.76MB)	Insurance, Sample Bond and 29 CFR
Header	13-082 FTP site.pdf (127KB)	Special Provisions, Plans/Drawings
Header	Empl_Class_Act_EO.pdf (288KB)	Employee Classification Act, Executive Order 83319
Header	Empl_Class_Act_Aff.pdf (52KB)	Employee Classification Act Affidavit
Header	13-082 Adn1.pdf (9KB)	Addendum No. 1
Header	13-082 SAMPLE ContractAgr.pdf (2.11MB)	Sample Contract (Per Addendum No. 1)
Header	13-082 Davis Bacon.pdf (265KB)	Davis Bacon Rates
Header	ADDENDUM 2.pdf (6KB)	Addendum No. 2
Header	BID 13-082 - ADDENDUM NO 3.pdf (3.14MB)	Addendum No. 3
Header	FTP site.pdf (327KB)	Addendum No. 4
Header	ADDENDUM NO 5.pdf (7KB)	Addendum No. 5
Header	ADDENDUM NO 6.pdf (3KB)	Addendum No. 6
Line 2	13-082 Bid Proposal.XLS (195KB)	Bid Proposal
Line 3	13-082 Bid Proposal.XLS (197KB)	Bid Proposal - Per Addendum No. 2

Event Activities

Activity Date	Title	Description
3/5/2013 1:30:00 PM CST	Pre-Bid Meeting	A pre-bid meeting for the project has been scheduled at 1:30 pm on Tuesday March 5, 2013 at The Clark Enerson Partners in the 2nd floor Community Design Studio,1010 Lincoln Mall in Lincoln, NE. All interested vendors are strongly encouraged to attend.

EXHIBIT A

**Advertise 1 time
Friday, February 22, 2013**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska
BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, March 15, 2013** for providing the following:

**West Haymarket JPA Infrastructure Improvements
Core Area Roadway Streetscape
Project 870307
Bid No. 13-082**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8314 or (402) 441-7416 or vmeyer@lincoln.ne.gov

Addendum No. 1
West Haymarket JPA Infrastructure Imp Core Area Roadway Streetscape
Project 870307 (PW/U - Eng. Services)
Bid No. 13-082

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

A Sample Contract and Davis Bacon Rates have been added to this Bid.

Dated this 28th day of February 2013.

Vince M. Mejer
Purchasing Agent

VM/li

ADDENDUM 2

WEST HAYMARKET JPA INFRASTRUCTURE IMP CORE AREA ROADWAY
STREETSCAPE PROJECT
PROJECT 870307
BID NO. 13-082

1. The Bid Date has been extended to: March 22, 2013 at 12:00 noon

ADDENDUM NO. 3

**WEST HAYMARKET JOINT PUBLIC AGENCY (2012)
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
CORE AREA ROADWAY STREETSCAPE PACKAGE
PROJECT NO. 870307
BID NO. 13-082**

Addenda are instruments issued by the Purchasing Office prior to the date or time for receipt of offers which will modify or interpret the specifications document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Please be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Included is the pre-bid meeting sign –in and pre-bid agenda
2. Refer to the Special Provisions: Attached is a revised the West Haymarket Construction, Staging, and Parking Coordination Plan
3. Refer to the Special Provisions. Revise the following Substantial Completion date for Lincoln Station work:
 - a. Base Bid: May 31, 2013
 - b. Bid Alternate L-2: May 31, 2013 (includes bioswale drainage L3.05)
 - c. Bid Alternate L-3: August 1, 2013
4. Refer to the Special Provisions. Revise the following to the Substantial Completion date for Lincoln Station work:
 - a. Base Bid: November 20, 2013
 - b. Bid Alternate L-2: November 20, 2013
 - c. Bid Alternate L-3: November 20, 2013
5. Refer to the Special Provisions. Add the following:

COST BREAKOUTS FOR ACCOUNTING PURPOSES ONLY

Description

The Contractor shall prepare submit as part of the bid award adjusted unit prices for certain work defined in the Bidding Requirements to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents. Cost breakouts are for accounting purposes only and will not factor into the award of the bid. Refer to the adjusted unit price spreadsheet for a list of unit prices to be included with this bid.

6. Refer to Special Provision Section 129300; Site Accessories
 - a. Change Planter model to: DS-17.5

7. Refer to Drawing L1.01: Site Demolition Plan
 - a. Change note on drawing to read "Remove approx. 110' of existing railroad track for the relocation of the locomotive, tender and caboose".

 - b. All remaining railroad track not salvaged for the use of relocating the locomotive, tender and caboose shall be salvaged and stacked onsite for use by owner. Owner will mark out 25' sections of rail and ties that will need to be removed as one unit and stored on site. All remaining ties shall be disposed of properly.

 - c. Locomotive Questions:
 - i. Q: What does the locomotive, tender, and caboose weigh independently?
A: The locomotive weighs approximately 156,000 lbs, the tender weighs approximately 35,000 lbs and the caboose weighs approximately 44,000 lbs.
 - ii. Q: Can the locomotive, tender and caboose be separated from each other?
A: Caboose can be separated the tender and locomotive can be separated but it is not recommended.
 - iii. Q: Do/will the wheels on each piece roll or have they been welded/locked so they do not roll?
A: They will roll and have been moved once already.
 - iv. Q: Is the elevation of the new track the same elevation of the existing track? I see the new track is about a 53 but I can't find anywhere the elevation of the existing track where the train is currently sitting.
A: The elevation of the existing track is approximately: 1152.25 to 1152.50.
 - v. A local contact with knowledge regarding moving the train is:
Jim Culver, 402-430-6189, jculver@the-chippewa.com.

8. Refer to Drawing L1.03: Site Demolition Plan; Bid Alternate L-2
 - a. Reference Drawing SDL-1 for changes to this sheet.

9. Refer to Drawing L2.02: Site Layout Plan: Hotel and Lofts
 - a. Delete note on drawing that reads '5" TH COLORED CONC PVMT (C-3)'.

10. Refer to Drawing L3.05: Site Grading Plan: Canopy Street (P to Q) Bid Alt. L-2
 - a. Reference Drawing SDL-2 for changes to this sheet.

11. Refer to Drawing L4.10: Site Planting Plan: Bid Alternate L-2
 - a. Reference Drawing SDL-3 for changes to this sheet.

12. Refer to Drawing L5.10: Site Planting Plan: Bid Alternate L-3
 - a. Replace this drawing sheet in its entirety. Note this sheet now includes Bid Alternate L-2 irrigation for Lincoln Station.

13. Refer to Drawing L6.01: Site Details

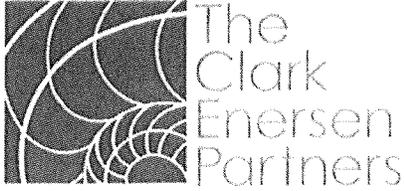
- a. Refer to Detail 5b: Porous Unit Pavement.
 - i. Delete drain tile from detail
 - ii. Delete note that refers to table 11 in geotech report for 6" subgrade.

- b. Refer to Detail 7: Typ Curb Ramp Plan and Section
 - i. The owner will supply to the contractor for installation a majority of the detectable warning panels for this project.
 - 1. 6' wide curb ramps (6'-2' panels) = 20 total (60 -2'x2' panels)
 - 2. 5' wide curb ramps (5'-2' panels) = 2 total (4 - 2'x2' panels)
 - 3. Streetscape Contractor will be responsible for all remaining panels that the owner did not supply. The streetscape contractor will need to coordinate with Hawkins Construction to pick-up the panels at the former Alter Metal site adjacent to the construction office.

- c. Refer to Detail 8: Silva Cell Unit Pavement
 - i. Silva Cells shown in the detail under the tree are in the background and not running underneath the tree pit. Silva cells shall be installed per the layout drawings on L2.06 and L2.07.

- d. Refer to Detail 17: Decorative Fence
 - i. All steel shall be new material and not recycled from project
 - ii. The 20-lb ASCE Crane Rail is manufactured by:
 - J&J Rail Sales
 - 6450 West 66th Place
 - Bedford Park, IL 60638
 - Phone 1-800-677-5180
 - Contact: Jason Schafer

END OF ADDENDUM 3



Prebid Meeting Sign-In

Project: LHIT Streetscape
 Project Number: 106-024-11

(Please Print) Name Company Phone Number Email

1. ERIC CASPER CLARK ENERSEN 477-9291 ERIC.CASPER@clarkenersen.com
2. ADAM HOEBELHEDNER PC SPORTS 402-405-9311 ADAM@PROJECTCONTROL.COM
3. MARSHAL LEIFHEIT SAMPSON CONSTRUCTION 402-434-5450 ESTIMATING@SAMPSON-CONSTRUCTION.COM
4. Jamie Ramaekers ImageScapes 402-580-0188 imagescapesline@hotmail.com
5. Kurt Ramaekers Miracle Landscapes, Inc. 402-580-1805 miracle.landscapes@hotmail.com
6. Erin Carey ASI Signage Innovations 402-672-5055 erin.carey@asisignage.com
erin.carey@asisignage.com & odd.carey@asisignage.com
7. _____
8. Paula Yancey PC Sports 477-0487 paula@projectcontrol.com
9. Steve Ragoss TCW Construction, Inc. (402) 475-5030 sragoss@tcwconstruction.com
10. Ben Haszlik NO. Morsey 402-489-6712 ben@colorgardens.com
11. Jim Arter The Arter Group dn 417 9300 jea@artergroup.com
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____



Meeting Agenda – Pre Bid

March 5, 2013

West Haymarket Joint Public Agency (2012)
Haymarket Infrastructure Improvements
Core Area Roadway Streetscape Package
Project 870307

1:30pm

Clark Enersen Office
1010 Lincoln Mall

Bid Number 13-082

1. Project Overview

- a. Bid Opening
 - i. 12:00pm, Friday, March 15
 - ii. Notice to Proceed: April 8, 2013
 - iii. Davis Bacon Wages Apply
- b. Site Access
- c. Summary of Work
 - i. Decorative Intersection Pavements
 - ii. Pavements around Developer Blocks
 - 1. Decorative Concrete
 - 2. Unit Pavement
 - 3. Curb Ramps
 - iii. Relocation of Locomotive, Tender and Caboose
 - iv. Silva Cells for Trees
 - v. Bioretention Planting
 - vi. Landscape Plants
 - vii. Irrigation System
- d. Coordination Plan

2. Discussion Topics

- a. General Construction Work
 - i. Core Area Roadway – Hawkins Construction
 - 1. Coordinate with contractor for staging and access to portions of the site as they become available.
 - ii. Maintain access to Post Office and Lincoln Station at all times.
 - iii. Maintain all temporary construction fencing in place
- b. Coordination with Others:

The Clark Enersen Partners | 1010 Lincoln Mall | Lincoln, NE 68508 | PHONE: 402-477-9291 | FAX: 402-477-6542

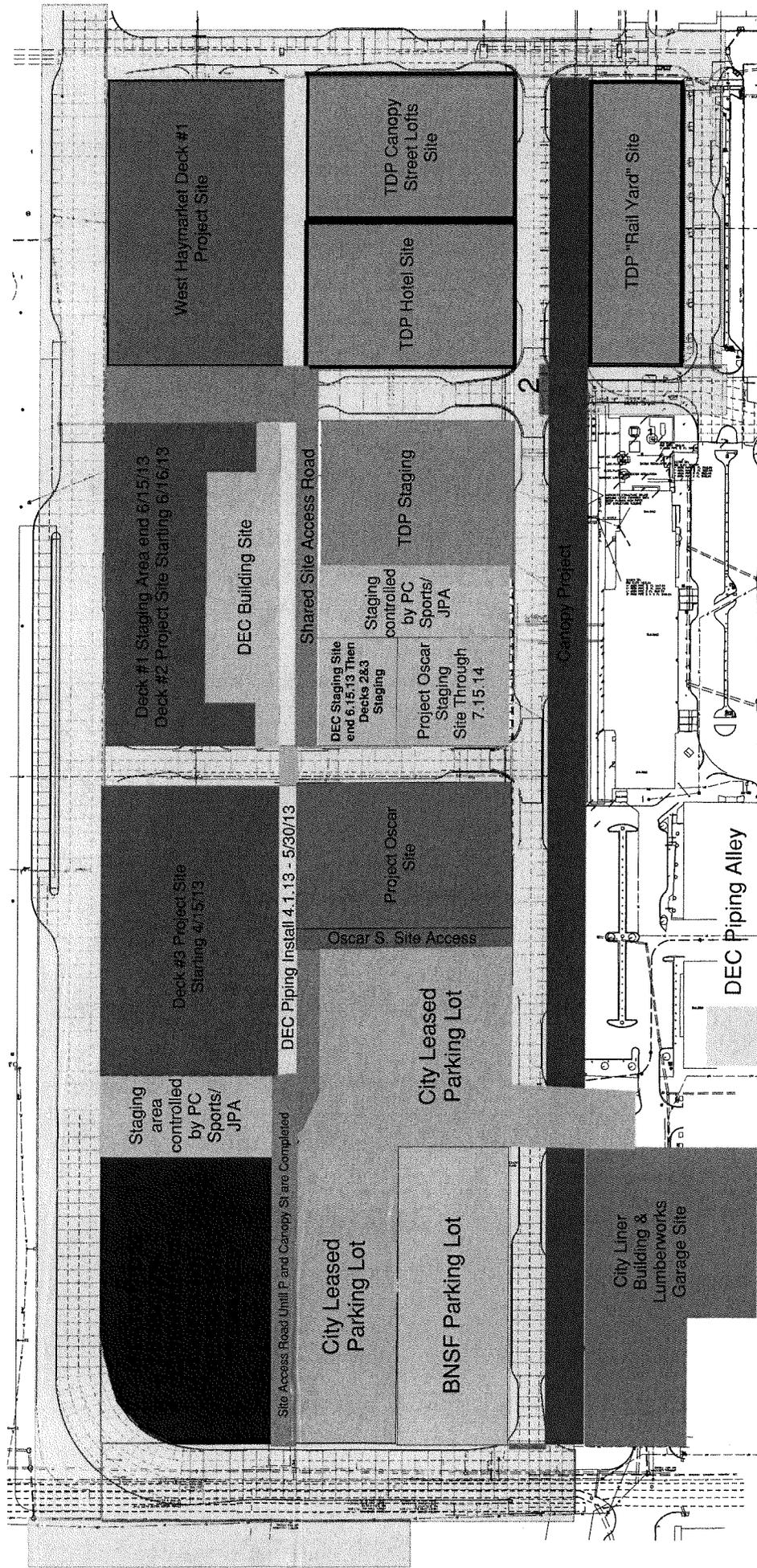


- i. Pinnacle Bank Arena – Mortenson Construction
 - ii. Deck #1 – Hausmann - JE Dunn
 - iii. Hotel - Kiewit
 - iv. Lofts – Kiewit
 - v. Rail Yard – Kiewit
 - vi. Lumberworks – Sampson Construction
 - vii. Festival Parking Lot Ped. Bridge – Hawkins
 - viii. Lincoln Station – The Arter Group
- c. Substantial and Final Completion Dates
- i. Parking Deck 1
 - 1. August 1, 2013 – Substantial
 - 2. November 20, 2013 - Final
 - ii. Lofts
 - 1. August 1, 2013 – Substantial
 - 2. November 20, 2013 - Final
 - iii. Hotel
 - 1. February 1, 2014 – Substantial
 - 2. May 1, 2014 - Final
 - iv. Yard
 - 1. August 1, 2013 – Substantial
 - 2. November 20, 2013 - Final
 - v. Lincoln Station
 - 1. September 1, 2013 – Substantial
 - 2. November 20, 2013 - Final
 - vi. Lumberworks Parking Garage (Labeled Deck 2 in Specials)
 - 1. August 1, 2013 – Substantial
 - 2. November 20, 2013 - Final
 - vii. Core Area Streetscape
 - 1. October 15, 2013 – Substantial
 - 2. November 20, 2013 – Final
 - a. Hotel Block exempt from this date
- d. Work Site Constraints and Sequencing
- i. Pinnacle Bank Arena
 - 1. Public access to site starting September 1st
 - ii. Parking Deck 1
 - 1. Public access to site starting August 1st



- iii. Lofts
 - 1. Public access to site starting August 1st
- iv. Yard
 - 1. Public access to site starting August 15th
- v. Hotel
 - 1. Public access to site starting February 1, 2014
 - 2.
- e. Worker Visibility
 - i. Must wear high visibility safety apparel
- f. Substitutions
- g. Addendum Items
 - i. Curb Ramp Detectable Warning Panel provided by owner, installed by contractor
 - ii. Hotel Final Completion Date of May 1 for plantings
 - iii. Updated Construction, Staging, and Parking Coordiation Plan
- h. Questions

Effective 4/1/13 West Haymarket Construction, Staging, and Parking Coordination Plan

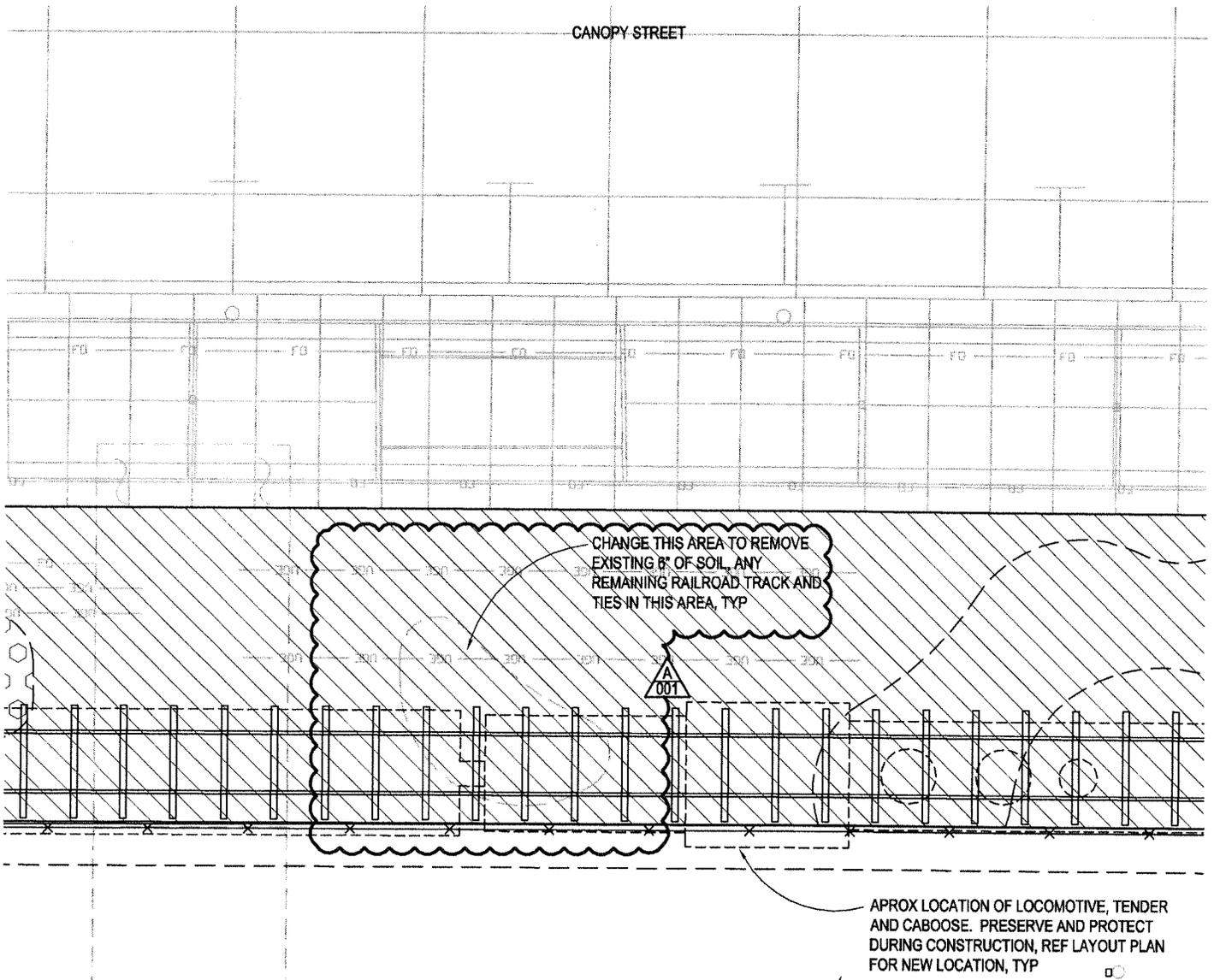


Core Area Roads Site, Staging, & Stockpile Locations
Additional Staging in Alter Area

Note* Construction Parking will be allowed on an "as available" basis or within staging sites. All personal vehicles will require some sort of identification to park in the West Haymarket footprint. Work trucks, if in use, are allowed where they are needed as long as they do not impede traffic.
Note** P Street will remain closed to the public traffic after other streets in the area are opened July/August '13 and will open upon completion of adjacent projects.

TERMS & CONDITIONS

1. The foregoing West Haymarket Construction, Staging, and Parking Coordination Plan (Effective 4/1/13) is not considered a final document but a working drawing. If the JPA determines changes are needed consideration will be given to the effect on all projects in order to limit impacts to the extent reasonably feasible.
2. There will need to be a high level of coordination and teamwork in order to accomplish all projects in the area.
3. All non-building site areas (roads, staging areas, parking lots, etc.) are to be left in the same or better condition vs. before their use.
4. Access roads have been installed for everyone's use and should be maintained as such. Any project causing damage to the access road will be required to repair the road.
5. If additional rock/material is requested for access roads or construction entrances, the project requesting additional rock will be required to add additional rock at its own cost and expense.
6. The temp power location on "Q" is meant to serve the DEC, Deck 1, and TDP Projects. It will remain in place until no longer needed for those projects.
7. Useable soil spoils from foundation and utilities work may be able to stay on site and provide a savings to both the JPA and the project involved. PC Sports shall be called prior to hauling soil spoils off site.
8. Each project is to have and execute a SWPPP program. Special attention needs to be paid to track off cleanup and any potential run-off.
9. If any fences, job trailers, or items that are not easily moved are to be located in the staging or ROW areas their location must be coordinated with PC Sports. If such fences, job trailers or items need to be relocated it will be at no additional cost to the JPA.
10. Prior to moving to the staging site, a proposed site laydown plan is to be sent to PC Sports for review and approval.
11. The JPA may require a screened joint site fence to be assembled between the Canopy and Pinnacle Arena Drive from "O" to "Q" in order to screen off construction after the Arena is open. Each project will be responsible to cover the costs of their sections of the fence.



REVISED SITE DEMOLITION PLAN: BID ALT L-2

SCALE: 1"=10'-0"



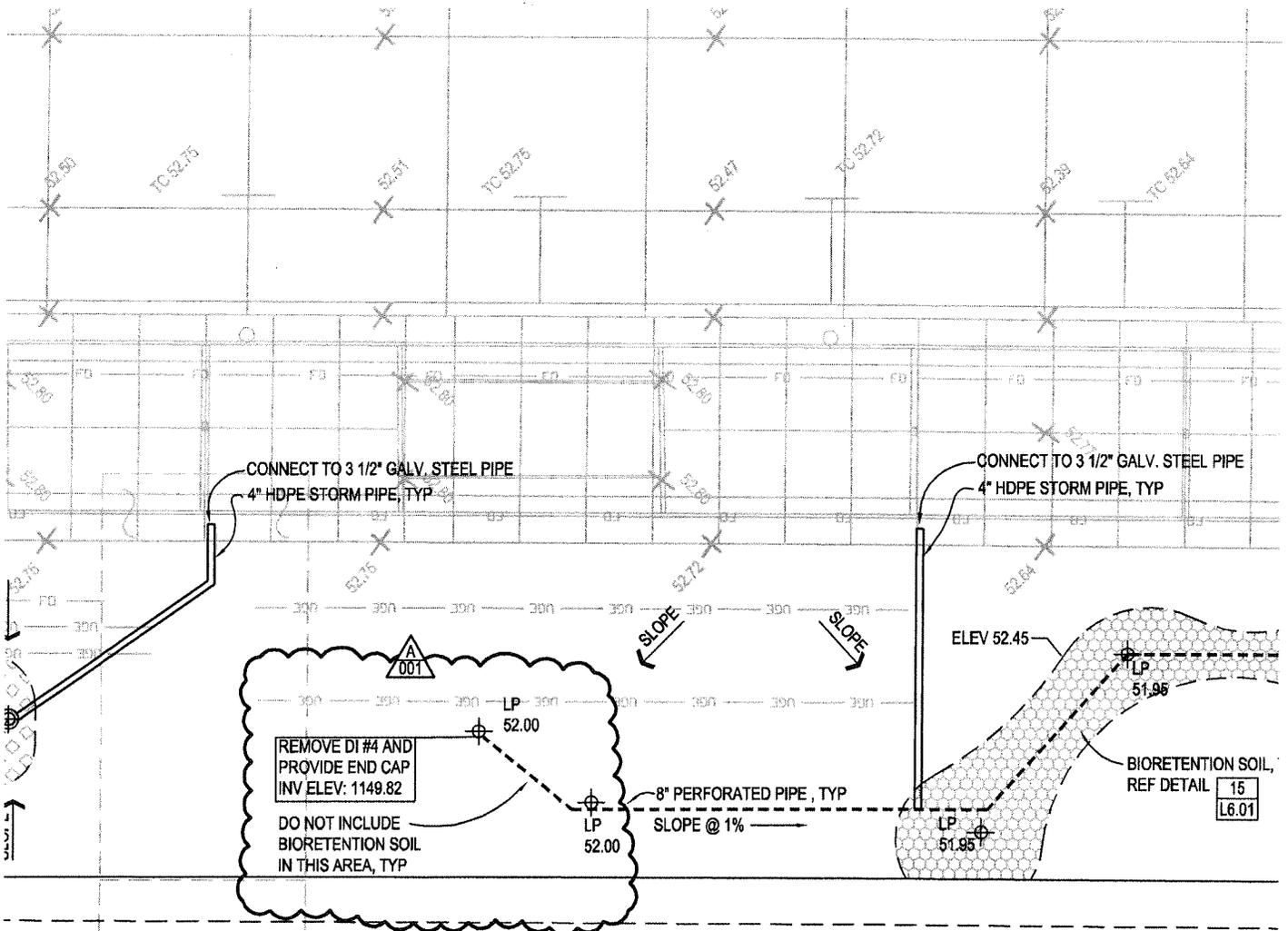
The
Clark
Enersen
Partners

Architecture + Landscape Architecture + Engineering + Interiors
1010 Lincoln Mall, Suite 200 Lincoln, NE 68508-2883
402.477.9291 Fax 402.477.6542
Kansas City, MO Fairway, KS www.clarkenersen.com

WHM JPA (2012) Core Area Roadway Streetscape Package
City Bid # 13-082
TCEP Project No.: 106-024-10

Addendum #01
Supplemental Drawing: SDL-001
Revision of Sheet: L1.03
Date: March 18, 2013

EXHIBIT A



REVISED SITE GRADING PLAN: BID ALT L-2

SCALE: 1"=10'-0"



The Clark Enersen Partners

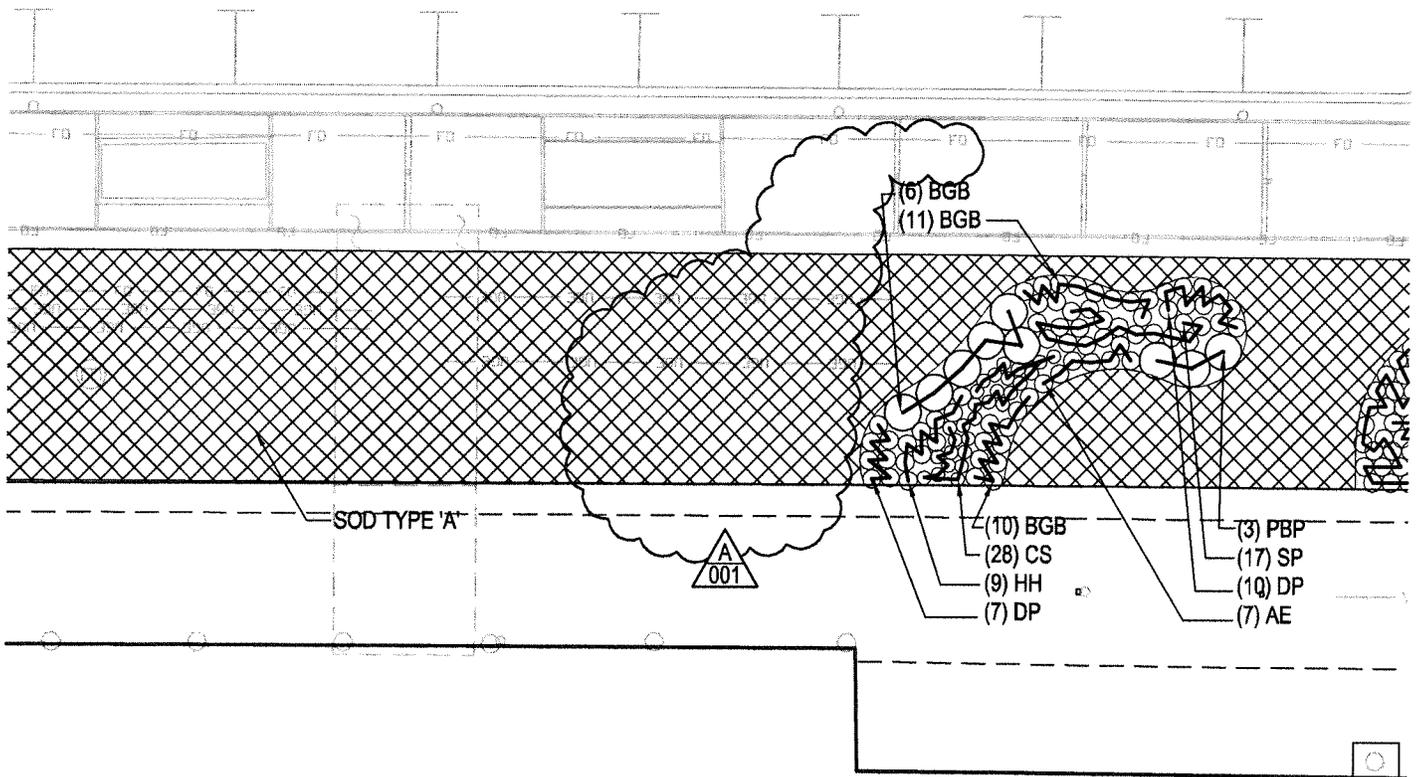
Architecture + Landscape Architecture + Engineering + Interiors
 1010 Lincoln Mall, Suite 200 Lincoln, NE 68508-2883
 402.477.9291 Fax 402.477.6542
 Kansas City, MO Fairway, KS www.clarkenersen.com

WHM JPA (2012) Core Area Roadway Streetscape Package
 City Bid # 13-082
 TCEP Project No.: 106-024-10

Addendum #01
 Supplemental Drawing: SDL-002
 Revision of Sheet: L3.05
 Date: March 18, 2013

EXHIBIT A

CANOPY STREET



REVISED SITE PLANTING PLAN: BID ALT L-2

SCALE: 1"=20'-0"



The
Clark
Enersen
Partners

Architecture + Landscape Architecture + Engineering + Interiors
1010 Lincoln Mall, Suite 200 Lincoln, NE 68508-2883
402.477.9291 Fax 402.477.6542
Kansas City, MO Fairway, KS www.clarkenersen.com

WHM JPA (2012) Core Area Roadway Streetscape Package
City Bid # 13-082
TCEP Project No.: 106-024-10

Addendum #01
Supplemental Drawing: SDL-003
Revision of Sheet: L4.10
Date: March 18, 2013

EXHIBIT A

ADDENDUM NO. 4

**WEST HAYMARKET JOINT PUBLIC AGENCY (2012)
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
CORE AREA ROADWAY STREETScape PACKAGE
PROJECT NO. 870307
BID NO. 13-082**

Addenda are instruments issued by the Purchasing Office prior to the date or time for receipt of offers which will modify or interpret the specifications document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Please be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Refer to Drawing L6.01: Site Details; Detail No. 1. In lieu of a tooled joint, saw cutting with a beveled blade is acceptable.
2. Refer to Drawing L6.02: Site Details. Replace this sheet in its entirety.

END OF ADDENDUM 4

ADDENDUM NO. 5

**WEST HAYMARKET JOINT PUBLIC AGENCY (2012)
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
CORE AREA ROADWAY STREETScape PACKAGE
PROJECT NO. 870307
BID NO. 13-082**

Addenda are instruments issued by the Purchasing Office prior to the date or time for receipt of offers which will modify or interpret the specifications document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Please be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Refer to the Special Provisions section 31 00 00 Earthwork. Change the following paragraph in 2.1,D,1. "Provide new topsoil (6" min) in areas that did not receive The City of Lincoln Standard Specification Parking Space Finish."
2. Refer to the Special Provisions section 31 00 00 Earthwork. Add the following paragraph to 2.1,D. "2. The core area roadway contractor will provide The City of Lincoln Standard Specification Parking Space Finish for all grading within the R.O.W. The streetscape contractor shall assume all grades to be at top of curb and flush with the sidewalk. The grades around the developer blocks will not receive the parking space finish."

***2011 City of Lincoln Standard Specification:
2.09 PARKING SPACE FINISH***

A. GENERAL

The parking space is hereby defined as that part of the street right-of-way within the limits of the Work, exclusive of paved roadway and exclusive of space actually occupied by sidewalks or driveways. The parking space finish shall begin after the completion of all paving, driveway and sidewalk.

The above specified areas shall be fine graded to the exact lines and elevations indicated on the plans or as directed by the City's Project Manager. In general, they shall be covered with a seed bed, 2 inches in thickness, of selected topsoil reserved for this purpose at the time grading operations were performed. In the event that the reserved material is unsuitable, the Contractor will be required to provide a suitable material. The layer of topsoil shall be hand raked and shall be free from sod, stones, roots, clods and other objectionable foreign materials. All objectionable material shall be removed and disposed of as hereinbefore provided under "Disposal of Surplus Materials".

3. Refer to the Light Fixture Schedule on Sheet E0.01. The following lighting fixtures have been reviewed in accordance with Project Specification, and are included in the Contract Documents for bidding purposes. All fixtures, lamps, and ballasts are required to meet the specification requirements regardless of prior approval. Prior approval does not waive any requirements indicated on the drawings or the specifications.

<u>Type</u>	<u>Manufacturer and Catalog Number</u>
A	Cooper Lumiere 696-10LED3041-120/12-NBR

END OF ADDENDUM 5

ADDENDUM NO. 6

**WEST HAYMARKET JOINT PUBLIC AGENCY (2012)
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
CORE AREA ROADWAY STREETScape PACKAGE
PROJECT NO. 870307
BID NO. 13-082**

Addenda are instruments issued by the Purchasing Office prior to the date or time for receipt of offers which will modify or interpret the specifications document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Please be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Refer to the Special Provisions section 12 93 00 Site Accessories. Add the following to 2.1 Products:
 - E. Tree Grates:
 1. Manufacture: Ironsmith (800)338-4766
 - a. Or Approved Equal
 2. Model: 48" square ADA, 1/2" max slot openings.
 3. Material: Cast Iron
 4. Quantity: See Drawings

END OF ADDENDUM 6

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Vince Mejer Purchasing Agent	Address	Purchasing\City & County	Address
Email	vmejer@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8314		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Vince Mejer	
			Purchasing Agent	Department
Bid Number	13-082 Addendum 6			Building
Title	West Haymarket JPA	Department		
	Infrastructure Imp Core Area	Building		Floor/Room
	Roadway Streetscape			Telephone
	Project 870307 (PW/U - Eng. Services)	Floor/Room		Fax
Bid Type	Bid	Telephone	1 (402) 441-8314	Email
Issue Date	02/22/2013	Fax	1 (402) 441-6513	
Close Date	3/22/2013 12:00:00 PM CST	Email	vmejer@lincoln.ne.gov	
Need by Date				

Supplier Information

Company	Sampson Construction Company, Inc.
Address	3730 S 14th Street
	Lincoln, NE 68502
Contact	Pat Clough
Department	Estimating/Marketing
Building	
Floor/Room	
Telephone	1 (402) 4345450
Fax	1 (402) 4345466
Email	pat.clough@sampson-construction.com
Submitted	3/22/2013 11:58:39 AM CST
Total	\$1,658,943.35

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone.

Bid Activities

Date	Name	Description
3/5/2013 1:30:00 PM	Pre-Bid Meeting	A pre-bid meeting for the project has been scheduled at 1:30 pm on Tuesday March 5, 2013 at The Clark Enerson Partners in the 2nd floor Community Design Studio, 1010 Lincoln Mall in Lincoln, NE. All interested vendors are strongly encouraged to attend.

3/15/2013 12:00:00 PM General Contractor Listing General Contractors - Call 402-441-7417 or e-mail purchasing@lincoln.ne.gov to be added to this list.

3/15/2013 12:00:00 PM Sub-Contractor Listing Sub-Contractors - Call 402-441-7417 or e-mail purchasing@lincoln.ne.gov to be added to this list.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Standard Specifications for Municipal Construction	I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspect/index.htm	Yes
2	NDOR Standard Specs for Hwy Construction	I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: http://www.dor.state.ne.us/ref-man/	Yes
3	Form of Contract Agreement	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
4	Form of Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
5	Special Provisions/Traffic Control Provisions	I acknowledge reading and understanding the Special Provisions and/or Traffic Control Provisions.	Yes
6	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
7	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
8	Specifications	I acknowledge reading and understanding the Specifications.	Yes
9	Plan, Profile & Detail Sheets	I acknowledge reading and understanding the Plan, Profile & Detail Sheets included with this bid.	Yes
10	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes

11	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have delivered my bid bond.
12	Unit Pricing Rules	I acknowledge the Excel spreadsheet is attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.	Yes
13	Project Dates	The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be as stated in the Special Provisions.	Yes
14	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
15	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
16	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
17	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
18	Davis Bacon Rates	I acknowledge reading and understanding the Davis Bacon Rates.	Yes
19	Contact	Name of person submitting this bid:	Pat Clough
20	Electronic Signature	Please check here for your electronic signature.	Yes
21	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
22	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
23	Agreement to Addendum No. 4	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
24	Agreement to Addendum No. 5	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

25 Agreement to Addendum No. 6

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Total Lump Sum of Bid - West Haymarket JPA Infrastructure Imp Core Area Roadway Streetscape Project 870307 (PW/U - Eng. Services)	\$1,638,000.00

Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

2	1		Cost Breakouts for Accounting Purposes Only.	\$20,943.35
---	---	--	--	-------------

Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.
Put a 0 in the Unit Price Box to the right.

Supplier Notes:

Response Total: \$1,658,943.35

13-082

Line No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount	Section	AlternateCode
1	50.00015	Core Area Roadway Streetscape Project	1.0000	LS	\$0.00	\$0.00	MISC	Base Bid
2	50.00005	Bid Alternate L-1	650.0000	LF	\$123.00	\$79,950.00	MISC	Base Bid
3	50.00015	Bid Alternate L-2	1.0000	LS	\$63,000.00	\$63,000.00	MISC	Base Bid
4	50.00015	Bid Alternate L-3	1.0000	LS	\$101,000.00	\$101,000.00	MISC	Base Bid
\$243,950.00							Total Amount	

13-082

Line No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount	Section	Alternate Code
01	50.00045	Sod Type A	1.0000	SF	\$0.25	\$0.25	MISC	Base Bid
02	50.00045	Sod Type B	1.0000	SF	\$0.25	\$0.25	MISC	Base Bid
03	50.00045	Sod Type C	1.0000	SF	\$0.25	\$0.25	MISC	Base Bid
04	50.00045	16" Thick Concrete Pavement Std. Gray	1.0000	SF	\$13.65	\$13.65	MISC	Base Bid
05	50.00045	9" Thick Concrete Pavement (C-1)	1.0000	SF	\$8.50	\$8.50	MISC	Base Bid
06	50.00045	6" Thick Concrete Pavement (C-2)	1.0000	SF	\$4.45	\$4.45	MISC	Base Bid
07	50.00045	5" Thick Concrete Pavement Std. Gray	1.0000	SF	\$3.95	\$3.95	MISC	Base Bid
08	50.00045	5" Thick Concrete Pavement Std. Gray	1.0000	SF	\$3.70	\$3.70	MISC	Base Bid
09	50.00045	3" Thick Concrete Pavement Std. Gray Textured	1.0000	SF	\$4.00	\$4.00	MISC	Base Bid
10	50.00045	Permeable Unit Pavement (P-1)	1.0000	SF	\$14.75	\$14.75	MISC	Base Bid
11	50.00045	Unit Pavement (P-2)	1.0000	SF	\$7.30	\$7.30	MISC	Base Bid
12	50.00045	Unit Pavement (P-3)	1.0000	SF	\$7.30	\$7.30	MISC	Base Bid
13	50.00001	Bench	1.0000	EA	\$2,600.00	\$2,600.00	MISC	Base Bid
14	50.00001	Trash Receptacle	1.0000	EA	\$1,950.00	\$1,950.00	MISC	Base Bid
15	50.00001	Planter	1.0000	EA	\$2,425.00	\$2,425.00	MISC	Base Bid
16	50.00001	Bike Rack	1.0000	EA	\$220.00	\$220.00	MISC	Base Bid
17	50.00015	Silva Cell System for 1 Typical Tree: Inc 60 frames, 30 decks, 600 of soil volume, aggregate	1.0000	LS	\$13,680.00	\$13,680.00	MISC	Base Bid
						\$20,943.35	Total Amount	

EXHIBIT B

Intentionally Omitted

EXHIBIT C

Intentionally Omitted

EXHIBIT D

Other Contract Documents

Approved by Law
4-10-13

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):
West Haymarket Joint Public Agency
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:
Amount:

Description (Name and Location):
For all labor, material and equipment necessary for (Bid Name and Number)

BOND
Date:
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal) SURETY
Company:

(Corp. Seal)

Signature: _____
Name and Title: Name and Title:

Signature: _____

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):
West Haymarket Joint Public Agency
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:
Amount:

Description (Name and Location):
For all labor, material and equipment necessary for (Bid Name and Number)

BOND
Date:
Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

EJCDC NO. 1910-28B (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly, and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)
AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

**INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR ALL WEST HAYMARKET JOINT
PUBLIC AGENCY CONTRACTS**

1. INDEMNIFICATION

A. Indemnification of JPA

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS JPA AND JPA'S MEMBERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) (COLLECTIVELY, "LIABILITIES") ARISING OUT OF, RESULTING FROM OR CAUSALLY RELATED TO (IN WHOLE OR IN PART), PERFORMANCE OF THE CONTRACT THAT RESULTS IN BODILY INJURY, SICKNESS, DISEASE, OR DEATH CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE WHETHER OR NOT IT IS CAUSED IN WHOLE OR PART BY A PARTY INDEMNIFIED HEREUNDER.

Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against JPA, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.
- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to JPA and related to the Contract; and
 - (2) Any claims wholly caused by the JPA's sole negligence and excluding claims to the extent such claims are caused by the willful misconduct or gross negligence of the JPA.
- D. In the event of any litigation of any such claims shall be commenced against JPA, Contractor shall defend the same at Contractor's sole expense upon notice thereof from JPA. Contractor shall notify the insuring company that JPA reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of JPA without the express written consent of the JPA.

2. INSURANCE GENERAL PROVISIONS

- A. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to protect Contractor and JPA, its officers, agents, employees, volunteers and consultants from and against all liabilities and hazards as provided in these insurance requirements throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under Section 2. below and such insurance has been approved by the City Attorney for JPA, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. **Occurrence Basis Coverage.** All insurance shall be provided on an occurrence basis and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- C. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- D. **Certificates Showing Coverage.** Prior to commencing the Work, Contractor must furnish to JPA adequate written documentation including certificate(s) of insurance, which have the original signature of the authorized representative, declaration pages or other acceptable policy information evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify JPA in writing at least 30 days prior to any cancellation, except that only ten (10) days prior notice is required for cancellation due to nonpayment of premium. Upon request from JPA, a certified duplicate original of any required policy must be furnished. Certificate(s) should be sent to the following address:

West Haymarket Joint Public Agency
c/o City Attorney
City of Lincoln, Nebraska
555 South 10th Street
Lincoln, NE 68508

Certificates of insurance may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show JPA as additional insured except for applicable Worker's Compensation coverage, to include all work performed for JPA and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The inclusion of JPA as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for JPA, whether on an excess, contributory or other basis regardless of any other insurance coverage available to JPA, including by specific endorsement where necessary, as indicated in the following requirements.

- E. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

F. **Other Requirements.** Contractor agrees to waive its right of recovery against JPA for all claims and suits against JPA, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against JPA for all claims and suits, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against JPA for loss of its owned or leased property or property under Contractor's care, custody or control, except for the right of recovery or right of subrogation arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA.

Contractor is not allowed to self-insure without the prior written consent of JPA. If granted by JPA, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Contractor in lieu of insurance. Any and all JPA liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Upon notification to JPA of cancellation, non-removal, substitution or material alteration of any such policy(ies), JPA shall have the option to (i) if feasible, pay, on behalf of the Contractor, any and all such premiums, penalties, fees for expenses necessary to keep such policy(ies) in full force and effect; or (ii) in the event that such policy(ies) cannot be kept in full force and effect, enter into the open market to procure such policy(ies) of insurance on behalf of Contractor as required by this Agreement at the then current market rate. Upon any of the above occurrences, JPA shall invoice the Contractor for reimbursement of such premiums, penalties, fees, or expenses advanced on the JPA's behalf plus an additional fifteen percent (15%) of such advanced amounts as remuneration for JPA's overhead. Such amounts advanced by JPA shall be paid by the Contractor within thirty (30) days after delivery of a statement for such expense.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

If any portion of the operation is to be subcontracted by Contractor, Contractor must require that its subcontractors provide and maintain the insurance coverages set forth herein, naming JPA as an additional insured, and requiring that the subcontractors release, defend and indemnify JPA to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify JPA herein.

Failure to provide evidence as required by Section 2. will entitle, but not require, JPA to immediately suspend work under this Agreement until such evidence is provided. Acceptance of a certificate that does not comply with this section will not operate as a waiver of Contractor's obligations hereunder. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor will not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by JPA will not be limited by the amount of the required insurance coverage.

3. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of the Contract such insurance in the forms and minimum amounts as specified in this Section and as will protect Contractor and JPA from the following claims arising out of or resulting from or in connection with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees. This policy shall contain the following endorsement or language: "Waiver of subrogation in favor of JPA."

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing broad form contractual liability no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below.

Coverage	Min Amt	Notes
General	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Products and Completed Operations	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Personal and Advertising Injury	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

- (2) The required Commercial General Liability Insurance shall also include coverage for the following:
- Bodily injury and property damage.
 - Fire legal liability
 - Coverage for all premises and operations.
 - Personal and advertising injury.
 - Operations by independent contractors.
 - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
 - Any fellow employee exclusions shall be deleted.
 - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
 - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
 - Liability coverage which shall include contractually assumed defense costs in addition to any policy limits.
 - Contractual liability coverage.
- (3) This policy shall also include the following endorsements which shall be indicated on the Certificate of Insurance.
- The definition of insured contract shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property.
 - Endorsement to provide the general aggregate per project endorsement.
 - Endorsement to provide waiver of subrogation in favor of and acceptable to JPA.
 - Endorsement to provide that the policy shall be primary and non-contributory with respect to any insurance carried by the JPA.
 - Separation of insureds.
 - Additional insured endorsement in favor of and acceptable to the JPA.
- (4) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer). The definition of insured contract shall be amended to remove any exclusion or other limitation for any work done within fifty (50) feet of railroad property.

D. Vehicle liability insurance coverage.

The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to JPA.
- Additional insured endorsement in favor of and acceptable to JPA.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by JPA.
- Endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Umbrella/Excess Insurance. At the Contractor's option, the Commercial General Liability Insurance coverage limits specified in Section 3.C. above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

F. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$5,000,000 per occurrence, \$10,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following endorsements:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.

No other endorsements restricting coverage may be added. The original policy must be provided to Railroad prior to performing any work or services under this C&M Agreement.

In lieu of providing a Railroad Protective Liability Policy, Contractor may participate in ANY RAILROAD'S Blanket Railroad Protective Liability Insurance Policy available to JPA and JPA Contractors.

G. Special Provision. At the JPA's option, the minimum insurance requirements specified above may be increased or decreased by special provision in a JPA contract.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against JPA.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify JPA in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to JPA shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event JPA receives a claim or otherwise has actual knowledge of any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, JPA shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however JPA shall have no duty to inspect the project to obtain such knowledge, and provided further that JPA's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until JPA completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of JPA, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.
- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for JPA's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by JPA.

smart # 10070200
7-26-10/law/tb



**CITY OF LINCOLN
EXECUTIVE ORDER**

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

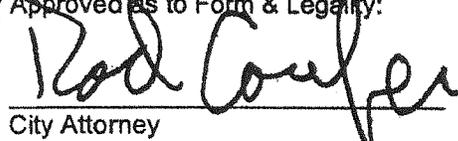
(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, _____, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

TITLE: _____

State of Nebraska)
) ss.
County of _____)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this _____ day of _____, 20__.

Notary Public

>

General Decision Number: NE130027 03/29/2013 NE27

Superseded General Decision Number: NE20120034

State: Nebraska

Construction Type: Highway

Counties: Lancaster, Saunders and Seward Counties in Nebraska.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/29/2013

ELEC0022-018 06/04/2012

Saunders County - East of Highway 109 and North of Alternate Highway 30)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	13.71

* ELEC0265-005 09/01/2012

REMAINDER OF SAUNDERS COUNTY

	Rates	Fringes
Electricians:		
Zone 1.....	\$ 25.77	9.96
Zone 2.....	\$ 26.07	9.96
Zone 3.....	\$ 26.37	9.96
Zone 4.....	\$ 26.77	9.96

ZONE DEFINITIONS [Mileage from main Post Office in Lincoln]

- Zone 1: 0 to 35 miles
- Zone 2: 36 to 50 miles
- Zone 3: 51 to 75 miles
- Zone 4: 76 miles and over

FOOTNOTE:

Work on scaffolds, hanging scaffolds, boatswains chairs or ladders, etc., in any area where the worker is in a position to fall 40 ft. or more, or where objects above the worker can fall 40 ft. or more: to be paid one and one-half times the straight- time rate of pay.

* SUNE2011-023 08/29/2011

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 18.51	

CEMENT MASON/CONCRETE FINISHER		
Lancaster County.....	\$ 18.48	5.86
Seward, Saunders Counties...	\$ 18.17	5.86
ELECTRICIAN, Includes Installation of Traffic Signals		
Lancaster, Seward Counties..	\$ 28.83	
HIGHWAY/PARKING LOT STRIPING:		
Laborer		
Lancaster County.....	\$ 11.82	
Saunders County.....	\$ 12.37	
Seward County.....	\$ 11.27	
IRONWORKER, REINFORCING.....	\$ 19.35	
LABORER (COMMON OR GENERAL)		
Lancaster County.....	\$ 12.58	
Saunders County.....	\$ 12.55	
Seward County.....	\$ 12.20	
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 16.07	6.55
LABORER: Mason Tender (Cement/Concrete).....	\$ 10.44	
LABORER: Traffic Control - Flagger and Cone/Barrel Setter		
Lancaster County.....	\$ 11.87	
Seward County.....	\$ 9.00	
Operating Engineers: (Skid Loader)		
Lancaster County.....	\$ 10.56	
Saunders County.....	\$ 12.51	
Seward County.....	\$ 14.85	
OPERATOR: Asphalt Spreader.....	\$ 18.74	
OPERATOR: Backhoe Loader Combo.....	\$ 15.94	
OPERATOR: Backhoe/Excavator		
Lancaster County.....	\$ 19.91	6.07
Saunders County.....	\$ 19.47	6.07
Seward County.....	\$ 16.15	
OPERATOR: Broom/Sweeper.....	\$ 11.43	
OPERATOR: Bulldozer		
Lancaster County.....	\$ 16.78	
Seward, Saunders Counties...	\$ 16.34	
OPERATOR: Compactor.....	\$ 13.36	
OPERATOR: Concrete Saw		
Lancaster, Seward Counties..	\$ 20.87	

EXHIBIT D

OPERATOR: Crane.....\$ 22.38

OPERATOR: Hydrohammer.....\$ 17.03

OPERATOR: Loader
Lancaster County.....\$ 17.44
Saunders County.....\$ 17.19
Seward County.....\$ 16.04

OPERATOR: Mechanic.....\$ 19.58

OPERATOR: Milling Machine.....\$ 12.80

OPERATOR: Oiler.....\$ 16.21

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete)
Lancaster County.....\$ 14.79
Seward, Saunders Counties...\$ 16.13

OPERATOR: Roller
Lancaster County.....\$ 13.00
Saunders County.....\$ 13.45
Seward County.....\$ 14.04

OPERATOR: Scraper
Lancaster County.....\$ 14.80
Seward, Saunders Counties...\$ 14.83

OPERATOR: Tractor
Lancaster County.....\$ 9.50
Seward, Saunders Counties...\$ 10.65

OPERATOR: Grader/Blade
Lancaster County.....\$ 16.09
Seward, Saunders Counties...\$ 16.04

TRUCK DRIVER, Includes Dump
and Tandem Truck
Lancaster County.....\$ 14.51
Saunders County.....\$ 14.47
Seward County.....\$ 14.16

TRUCK DRIVER: Lowboy Truck.....\$ 15.93

TRUCK DRIVER: Semi-Trailer
Truck
Lancaster County.....\$ 13.48
Seward, Saunders Counties...\$ 14.09

TRUCK DRIVER: Water Truck.....\$ 18.00 6.40

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within

EXHIBIT D

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

EXHIBIT D

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, _____, do hereby certify that all equipment to be used on JPA Project/Bid No. _____, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this ____ day of _____, 20__.

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On _____, 20__, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

(SEAL)