AGENDA FOR THE WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD FRIDAY, June 14, 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 May 16, 2013 (Chair Beutler)
   - (Staff recommendation is for the JPA Board to approve the minutes as presented)

4. Approval of May 2013 Payment Registers (Steve Hubka)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the payment registers)

5. Review of May 2013 Expenditure Reports (Steve Hubka)
   - Public Comment

6. West Haymarket Progress Report (Paula Yancey)
   - Public Comment

7. WH 13-50 Resolution to approve and ratify the Consultant Agreement between Thornton Tomasetti, Inc. and the West Haymarket Joint Public Agency for structural engineering services not to exceed $50,000.00 with regard to the failure and partial collapse of a concrete bridge girder which supports the pedestrian bridge at the Pinnacle Bank Arena. (Paula Yancey)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the resolution)

8. WH 13-51 Resolution to approve Amendment Nos. 003.1, 014 and 020 to the Agreement between DLR Group Inc. and the West Haymarket Joint Public Agency. (Paula Yancey)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the resolution)

9. WH 13-52 Resolution to approve a Parking Garage Management Agreement between the West Haymarket Joint Public Agency and the City of Lincoln for management of parking garages designated as Deck 1, Deck 2 and Deck 3 in the West Haymarket Addition. (Dan Marvin)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the resolution)

10. WH 13-53 Resolution to approve the following FF&E Arena Contracts: Commercial Washer and Dryer Contract with A.A. Horwath and Sons installation of washers and dryers pursuant to Bid No. 13-161 in the amount of $21,040.00; Two-Way Radio System Contract Agreement with Bear Communications, Inc., pursuant to Bid No. 13-166, in the amount of $123,607.00. (Canda Jellenc)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

11. WH 13-54 Resolution to approve a Contract Agreement between the West Haymarket Joint Public Agency and Commonwealth Electric for West Haymarket JPA Guide and Wayfinding Signs Project 87091B, pursuant to Bid No. 13-169, in the amount of $460,509.35. (Paula Yancey)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

12. WH 13-55 Resolution authorizing the Purchasing Agent to issue purchase orders for the purchase of the following FF&E items for the Arena: Housekeeping Equipment (Bid No. 13-163), and Stanchions/Crowd Control (Bid No. 13-168). (Canda Jellenc)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

13. WH 13-56 Resolution to approve Aid to Construction Agreement with TDP Phase One LLC and TDP Phase Two LLC. (Rick Peo)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

14. WH 13-57 Resolution adopting the West Haymarket Joint Public Agency Thermal Energy Service Rate Class 2 formula rate charges for all Rate Class 2 customers receiving energy services from the West Haymarket Joint Public Agency. (Chris Connolly)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

15. WH 13-58 Resolution to approve Rate Class 2 Customer Energy Service Agreements with TDP Phase One LLC, and TDP Phase Two LLC, for the delivery of thermal energy to the Railyard Premises, Canopy Loft Premises and Hyatt Regency Hotel Premises. (Dan Marvin/Chris Connolly)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

16. WH 13-59 Resolution authorizing the Chairperson to enter into a Furniture Contract Agreement with Office Interiors and Designs for Systems Office Furniture (Bid No. 13-105) and Sheppard's Business Interiors, Office Interiors & Design, All Makes Office Equipment and AOI Corporation for Arena Furniture (Bid No. 13-160). (Canda Jellenc)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

17. Set Next Meeting Date: Friday, July 12, 2013 at 3:00 p.m. in Room 303*

18. Motion to Adjourn

*If conflicting meeting ends early, this meeting will be held in City Council Chambers Room 112

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
May 16, 2013

Meeting Began At: 3:00 P.M.

Meeting Ended At: 3:25 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 May 3, 2013

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

Item 4 -- Approval of April 2013 Payment Registers

Steve Hubka, City Finance Director, presented the payment registers for April 2013. Hubka noted that the total, including the Public Works charges, is about $10,810,000. Approximately $9 million of the total is made up of payments to Mortenson and to Hausmann-Dunn for Deck 1.

Clare asked if this is on budget and if all of the proper signatures have been obtained. Hubka responded yes, that they continue to follow the same procedures.

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

Item 5 -- Review of April 2013 Expenditure Reports

Hubka presented the April Job Cost Report and Operating Expenditure Report. He pointed out that there is also a report for the Phase II budget.

Beutler asked for public comment. No one came forward.

Item 6 -- West Haymarket Progress Report

Paula Yancey, PC Sports, distributed a Project Status Update for the Pinnacle Bank Arena and associated infrastructure projects. Yancey also announced that Adam Hoebelheinrich was not present due to the birth of his daughter last week.

The local participation report shows that through the professional and engineering services phases there have been 2384 Nebraskans out of 2661 total workers, or approximately 90%. In reviewing the Davis Bacon construction employees, there have been 2186 Nebraskans out of 2380 total workers on the job, which equates to about 92%. A total of 401 contracts have been let and of those 296 or 74% have gone to Nebraska firms. $159 million out of $223 million has stayed in Nebraska to date.

There has been much progress on the infrastructure projects in the past several months. The strings of days without rain have allowed the contractors to get a lot done. Yancey displayed photos of the following:

- The east face of the future Railyard building with the Post Office to the north
- The pouring of Canopy Street has begun.
- Subgrade prep and grading by Hawkins on Pinnacle Arena Drive
- Deck 1 is now topped out and has reached its highest point. This garage is expected to be open in August.
- Crews are curing and saw cutting the pavement in the festival space.
- Aerial photo of the Arena
- Overall aerial image of progress to date on the entire Haymarket site

Clare asked about the girder on the pedestrian bridge. Yancey explained that they are investigating what happened and eventually portions of the girder will be removed and replaced.

John Hinshaw, Mortenson Construction, came forward to give an update on the Arena. Recently, there was an announcement about the early opening of the Arena. Mortenson will turn the keys over on August 14, 2013, in time for UNL graduation.

Many milestones were achieved this month including the following:

- Painting on all levels
- Ceiling installation
- Bathroom fixtures and finishes
- Completion of precast erection
- Zinc metal panels have been installed
- Seat installation on upper concourse continues
- Site paving has started.
- Sound Systems installation has started
- Actual punch list of the arena has kicked off.

Hinshaw reported that they have worked 126 consecutive days without any kind of safety incident on the project. There are an average of 350 construction workers on site daily. There has been one incident in 343 days. Hinshaw hopes to report at the next meeting that there has only been one incident in over a year. That is a big accomplishment.

Hinshaw displayed photos of the following:

- Retractable seat installation
- Sound system amps located on the center platform
- Kitchen commissary on the Event Level where all of the main cooking will be done.
- Suite Finishes continue.
- Glass tile being installed in the Club Lounge bar
- Stainless steel rail installation
- View of the open lobby
- Ceiling installation
- Light fixture sculpture in the lobby
- Polished concrete in the main and upper concourse
- Arena scoreboard
- Acoustical baffles installed in the rafters
- Ramp precast erection
- TCW doing curb, gutter and paving
- Paving on the north side of the arena
- Pinnacle Bank Arena sign went up facing south

Beutler asked if there would be lights shining off the dome at night. Hinshaw answered that lights would not shine off the top of the dome, but there are accent lights around the base of the drum shining up on the panels.

Beutler asked for public comment. No one came forward.

Item 7 -- WH 13-44 Resolution authorizing the Chairperson of the West Haymarket Joint Public Agency, on behalf of the JPA, to enter into a DAS Concession Agreement with Concourse Communications Group LLC to provide a neutral host Distributed Antenna System throughout Pinnacle Bank Arena to support cellular services providers.

Paula Yancey informed the Board that this is a resolution to authorize the JPA Chairperson to enter into an agreement with Concourse Communications Group. They provide a distributed antenna system through the Pinnacle Bank Arena creating a neutral host environment for cellular service providers. Concourse and their parent company, Boingo Wireless, will design, construct, install, operate and maintain this system in the arena. In order to do that, they enter into agreements with the various cellular carriers. They will pay the JPA either 40% or the prorated quarterly fee, whichever is greater. The JPA actually earns money to put the distributed antenna system in the building. This agreement is for 10 years with two 5-year options. This was bid through the Purchasing Department. There was an interview process and the committee selected Boingo Wireless based on their experience and the proposal they put forward.

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

Item 8 -- WH 13-45 Resolution to approve the Aerial Lifts Equipment Contract with NMC, Inc. to provide for the procurement and delivery of the Articulating Boom Lift, including instruction and training, pursuant to Bid No. 13-109.

Canda Jellenc, PC Sports, came forward and explained that this item is for approval of NMC, Inc. to provide an articulating boom lift and training. NMC, Inc. is a local vendor. This item was bid through the City's Purchasing Department, and NMC was the low bidder for a total of $93,893. The amount is within the budget and Jellenc recommended approval.

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

Item 9 -- WH 13-46 Resolution to approve the Aerial Lifts Equipment Contract with OER Services, LLC to provide for the procurement and delivery of two aerial lifts, including instruction and training, pursuant to Bid No. 13-109.

Jellenc stated that this resolution is for OER Services to provide two scissor lifts and training. This item was bid through the City's Purchasing Department and OER Services was the low bidder at $13,655. The amount is within the budget and Jellenc recommended approval.

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

Item 10 -- WH 13-47 Resolution to approve the Portable Concession Carts Contract with Carts of Colorado, Inc. to provide for the procurement, delivery and installation of the portable concession carts, pursuant to Bid No. 13-094.

Jellenc stated that this resolution is for Carts of Colorado to provide concession carts. This item was bid through the City's Purchasing Department and Carts of Colorado was the low bidder at $267,922. This amount includes a not to exceed amount for freight and installation. The amount is within the budget and Jellenc recommends approval.

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

Item 11 -- WH 13-48 Resolution to approve an Allowable Fill Restriction Agreement between the City of Lincoln and the West Haymarket Joint Public Agency to treat the proposed Breslow Ice Center site, the City's 901 Building site and the West Haymarket Parking Lot and Festival Space as a single development area and to define the maximum amount of fill allowed on each site.

Dan Marvin came forward and explained that he has been working on this item for about six months. There is a large parcel of land that will be divided into three different parcels. The agreement before the Board allows for a certain amount of fill in each area according to the FEMA rules and regulations. Marvin displayed a map showing the three areas: the festival space parking lot, the City's 901 building and the future site of the Breslow Ice Center.

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

Item 12 -- WH 13-49 Resolution authorizing the Chairperson of the West Haymarket Joint Public Agency, on behalf of the JPA, to enter into a Storage Space Lease Agreement with TDP Phase One LLC and TDP Phase Two LLC (collectively "TDP") for TDP's lease of Storage Room 104 in the JPA Deck 1 Parking Garage.

Marvin stated that within Deck 1 there is a small area that was going to serve Parking Services. It was later determined that it was not needed. Marvin discovered that Traction Development was looking for an opportunity to provide some storage areas. With approval of this resolution, the JPA would enter into an agreement with Traction to lease this space at $5.00 per square foot. Patrons of the Traction project would be able to sublease it out and store their bikes or other items they need to store in this particular area. The amount of the rent is $8445 and it escalates with the cost of living Consumer Price Index.

Clare asked how the amount of rent was determined. Marvin explained that they did a survey, and found that the amount is comparable to what is charged in other areas.

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

Item 13 -- Set Next Meeting Date

The next meeting date is set for Friday, June 4, 2013 at 3:00 p.m. in Room 303.

Clare and Beutler took a moment to thank Carroll for his service on the JPA Board.

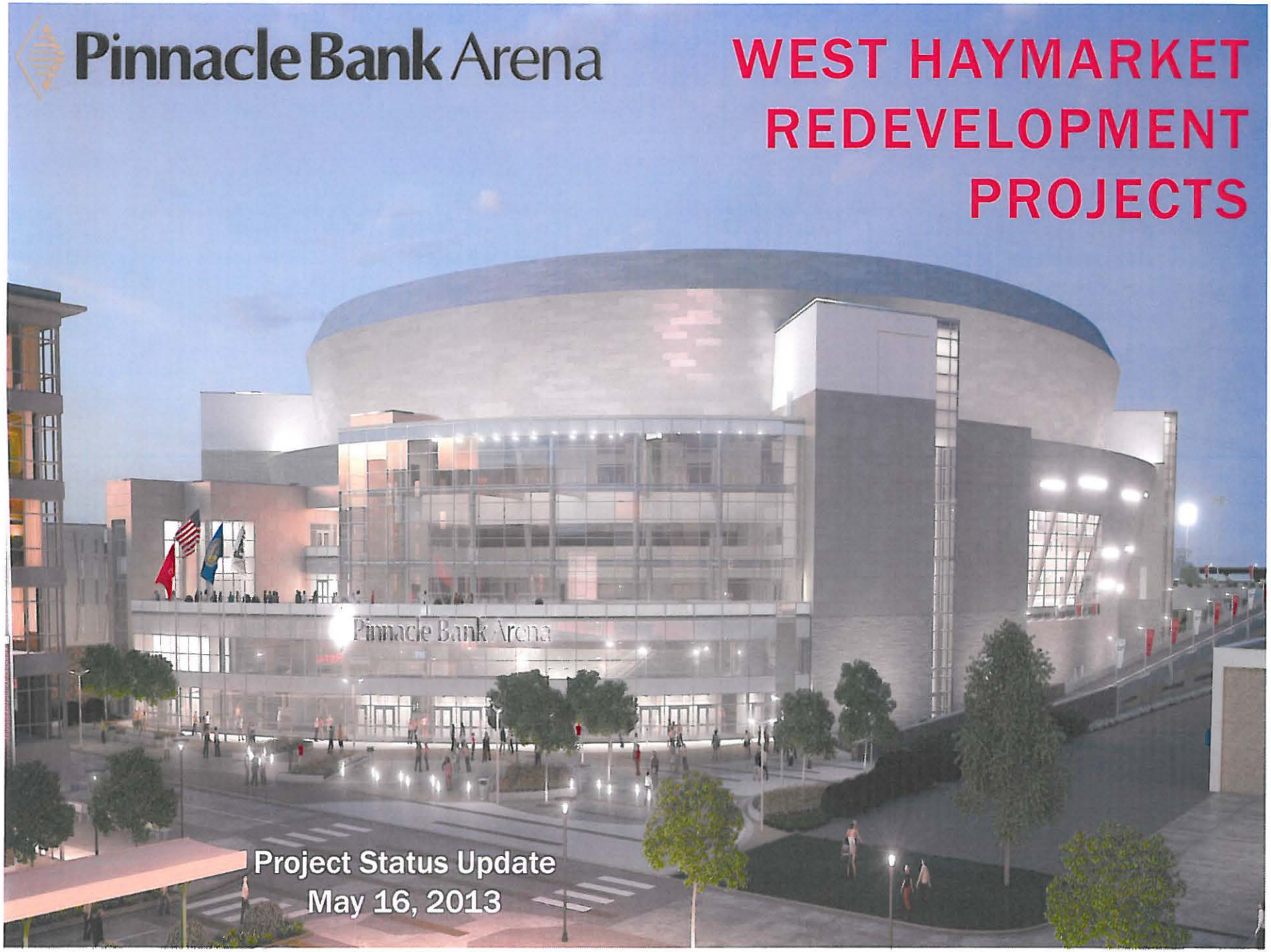
Item 8 -- Motion to Adjourn

Carroll made a motion to adjourn the meeting. Clare seconded the motion. The meeting adjourned at 10:00 a.m.

Prepared by: Melissa Ramos-Lammli, Public Works and Utilities

Pinnacle Bank Arena

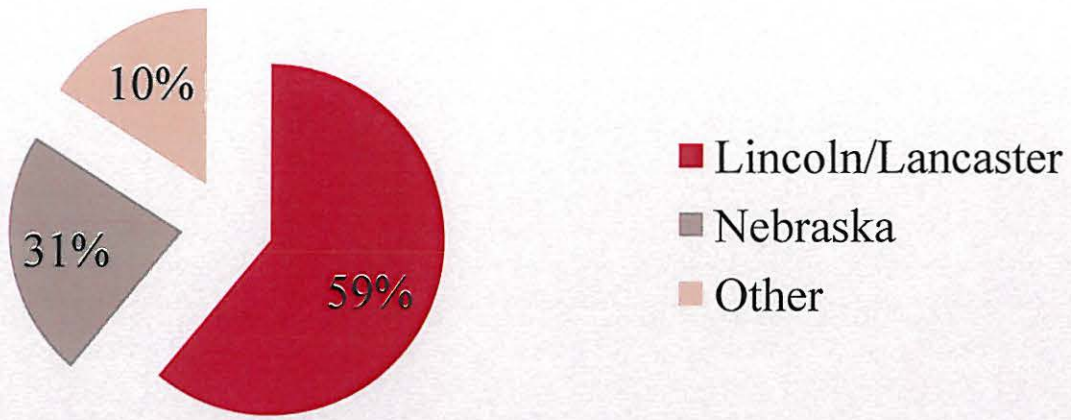
WEST HAYMARKET REDEVELOPMENT PROJECTS



Project Status Update
May 16, 2013

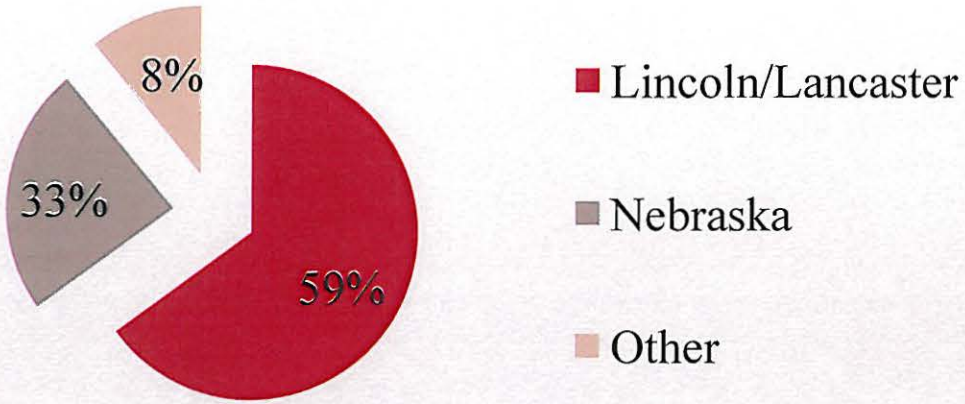
West Haymarket Local Participation Report
All Workers – Including Engineering and Professional Services
Through April 2013

	Total	Percentage
Lincoln/Lancaster County	1547	59%
Nebraska	837	31%
Other	277	10%
	2661	100%



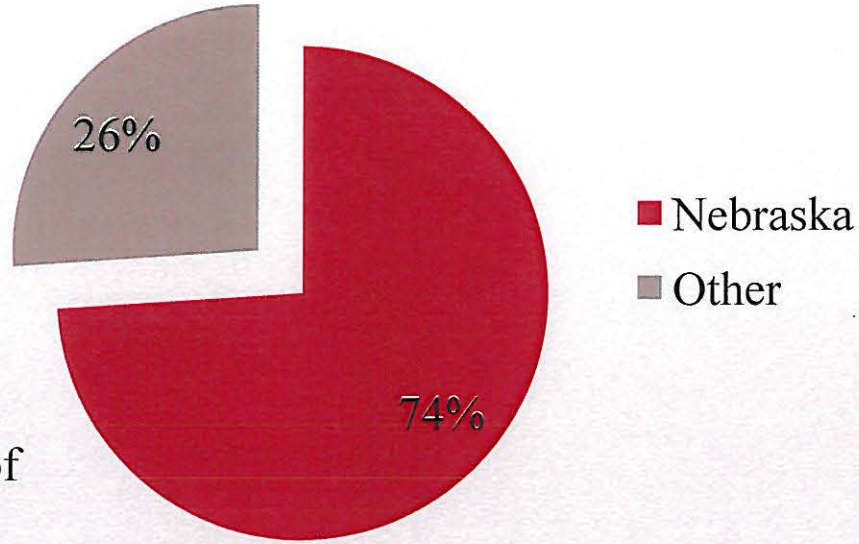
West Haymarket Local Participation Report
Davis Bacon / Construction Employees
Through April 2013

	Total	Percentages
Lincoln/Lancaster County	1404	59%
Nebraska	782	33%
Other	194	8%
	2380	100%



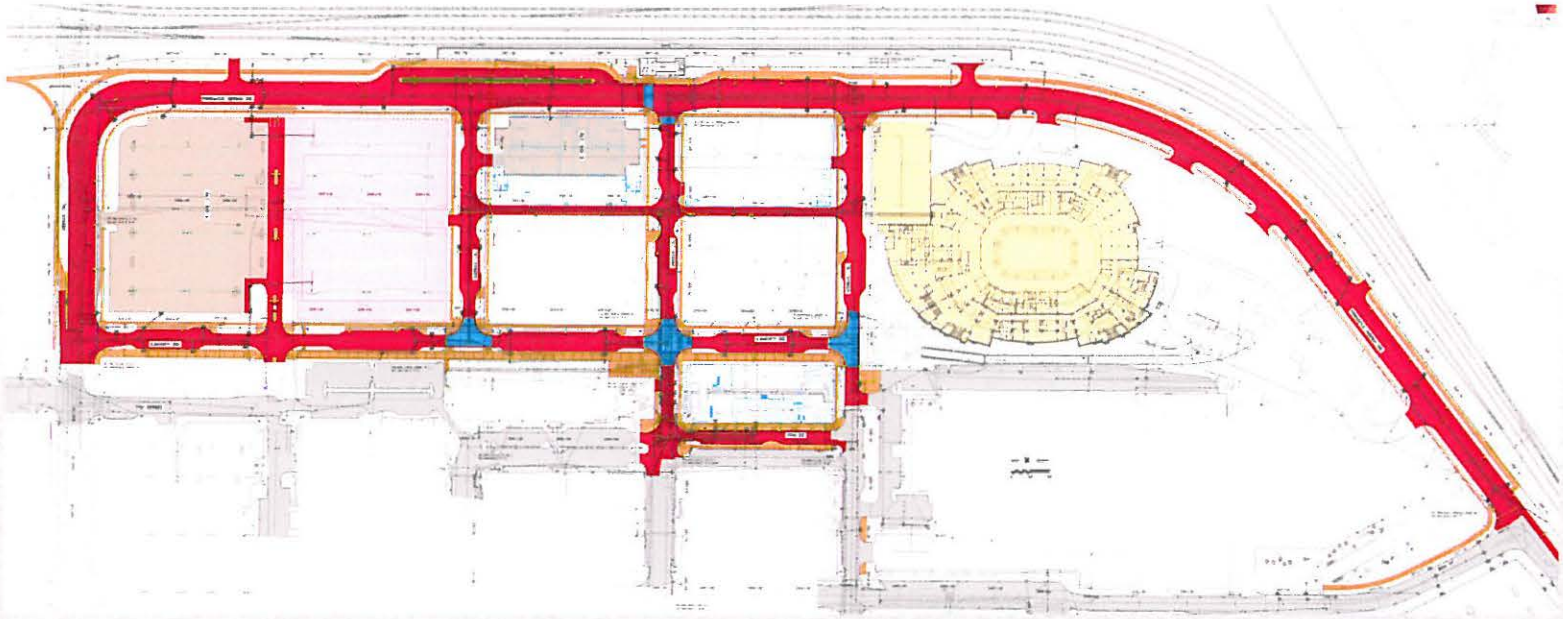
West Haymarket
Company Participation

	Total	Percentage
Nebraska Contracts	296	74%
Other	105	26%
	401	100%



Approx. $159 Million Nebraska Dollars out of $223 Million

Infrastructure Progress



EAST FACE FUTURE RAILYARD BUILDING

STARTING CANOPY STREET POUR – LOOKING NORTH ALONG CANOPY STREET FROM "Q" STREET

POURING CANOPY STREET BY CANOPY LOFTS PROJECT

CANOPY STREET

SUBGRADE PREP & GRADING FOR WEST HALF OF PINNACLE ARENA DRIVE

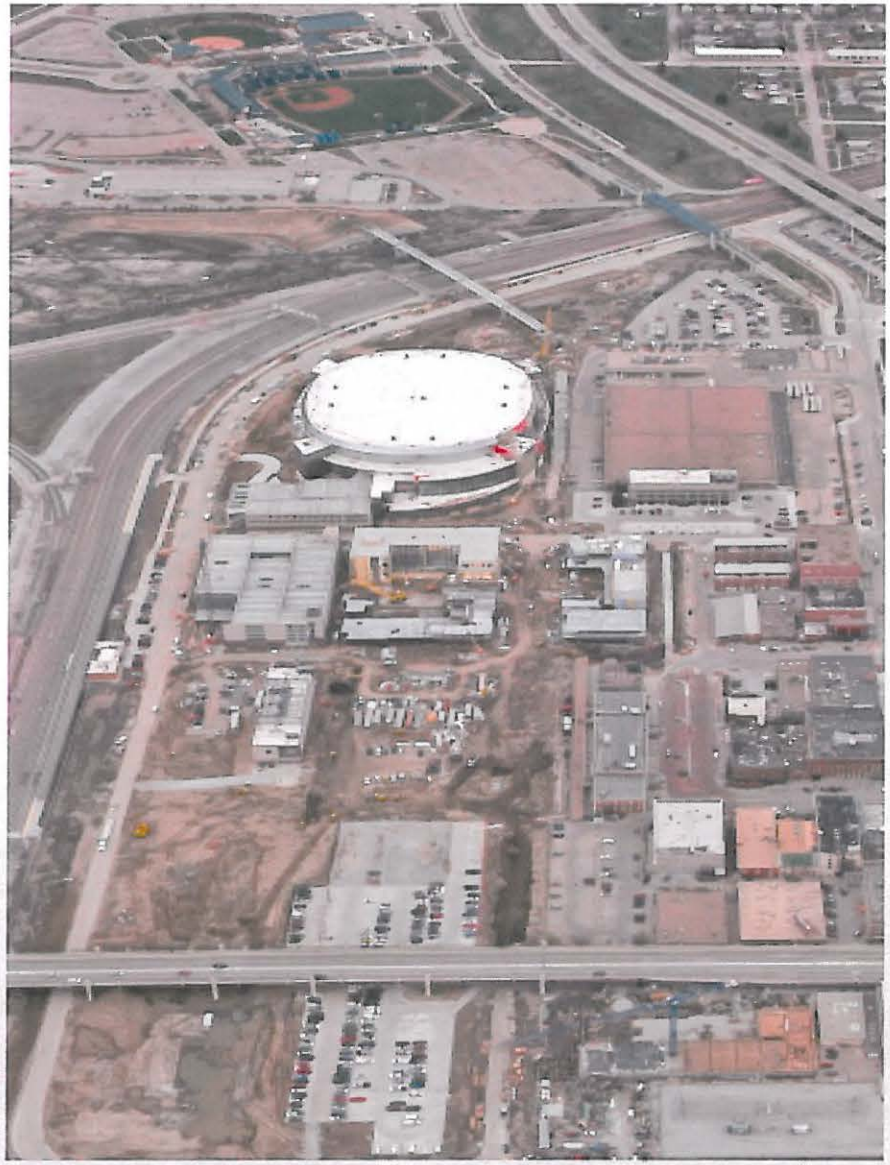
"TOPPED OUT" DECK 1 GARAGE

CURING & SAW CUTTING FESTIVAL SPACE PAVEMENT

FESTIVAL SPACE PARKING LOT FROM NORTH ABUTMENT

AERIAL 4-15-2013

AERIAL
4-15-2013



Presentation to the JPA

Pinnacle Bank Arena

May 16, 2013

Mortenson construction | HAMPTON CONSTRUCTION

Early opening announcement!!

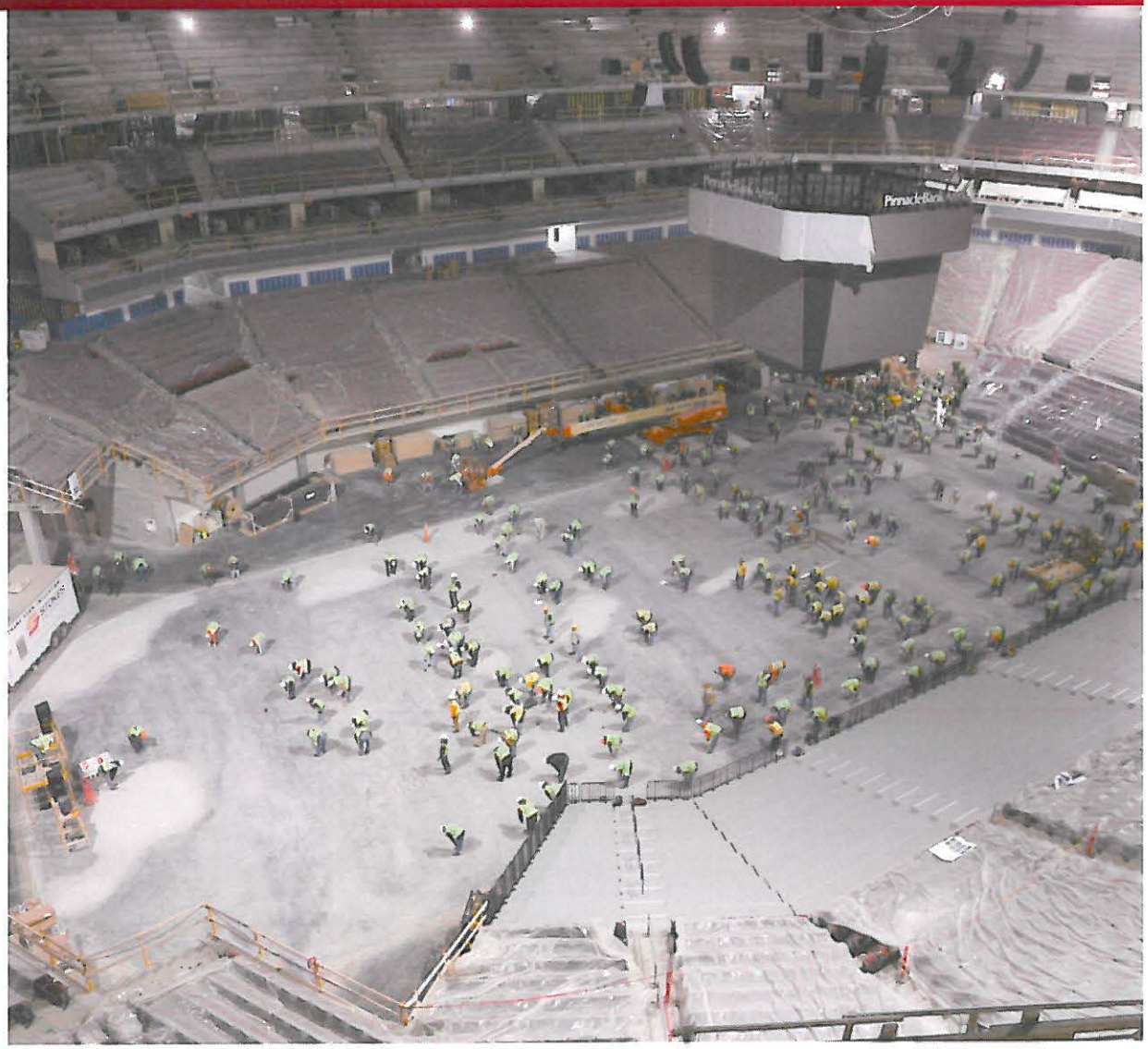
Milestones Achieved

- Arena opening August 14
- Painting on all levels continues
- Ceiling installation continues
- Bathroom fixtures and finishes continuing
- Precast erection is complete
- Zinc metal panel complete
- All seating levels started, retractable seating installation ongoing
- Site paving started
- Sound systems installation and connection
- Admin level punchlist started

Mortenson construction | HAMPTON CONSTRUCTION

Safety

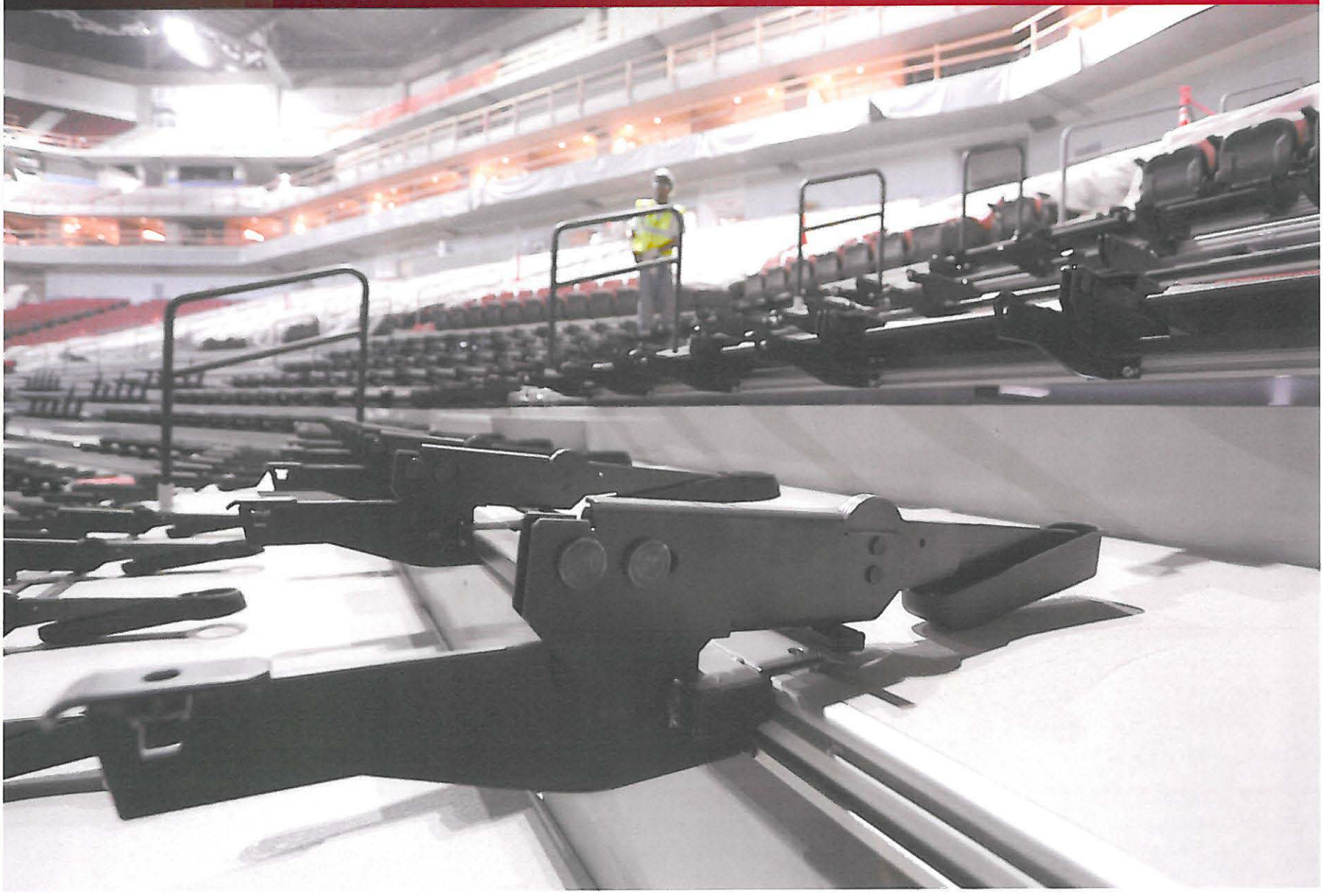
- Worked 126 consecutive days without a safety incident
- The Project averages over 350 Craft Workers daily
- 1 incident in last 343 days
- Mortenson Craft 1 full year with no incidents



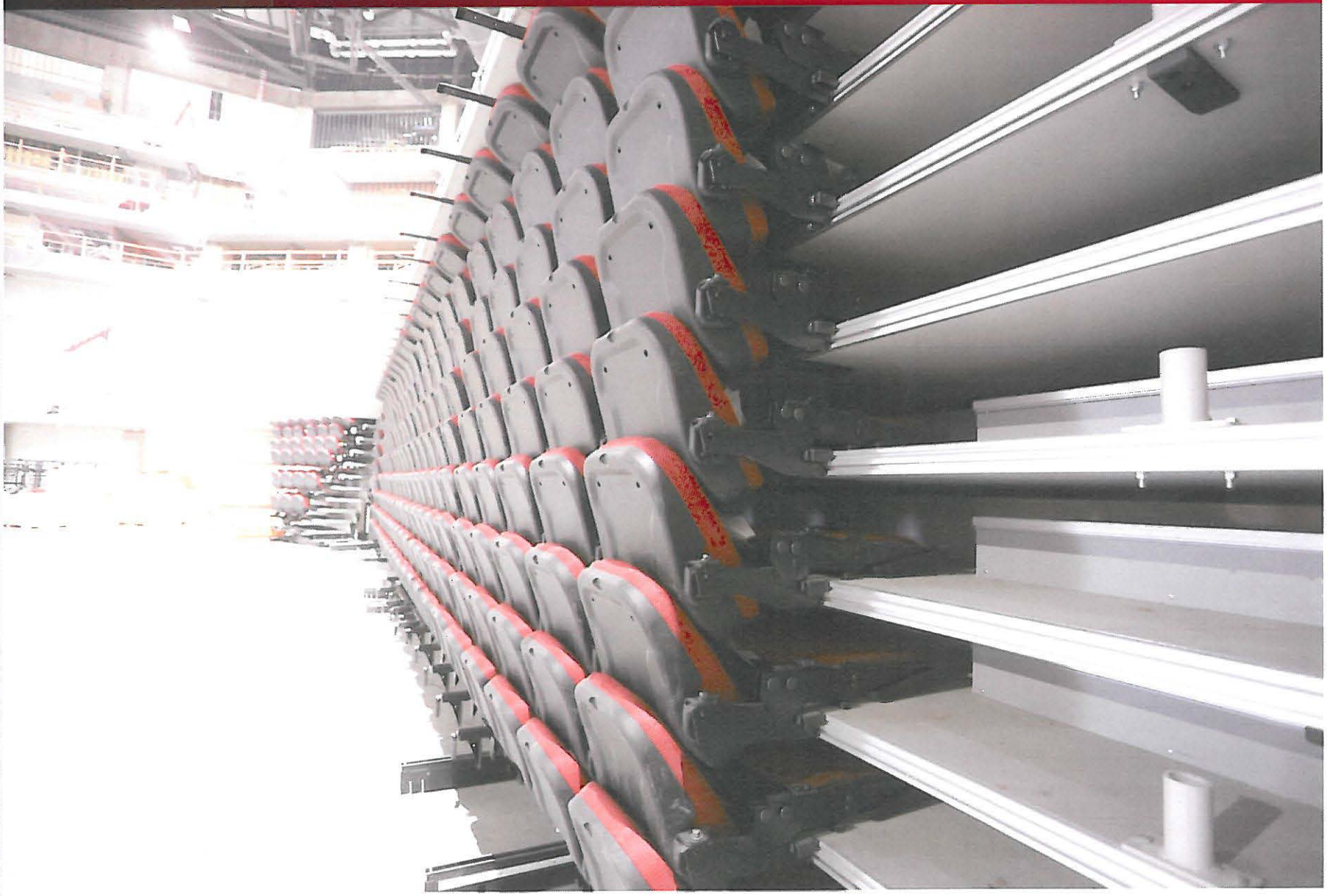
Mortenson construction | HAMPTON CONSTRUCTION

Safety Lunch

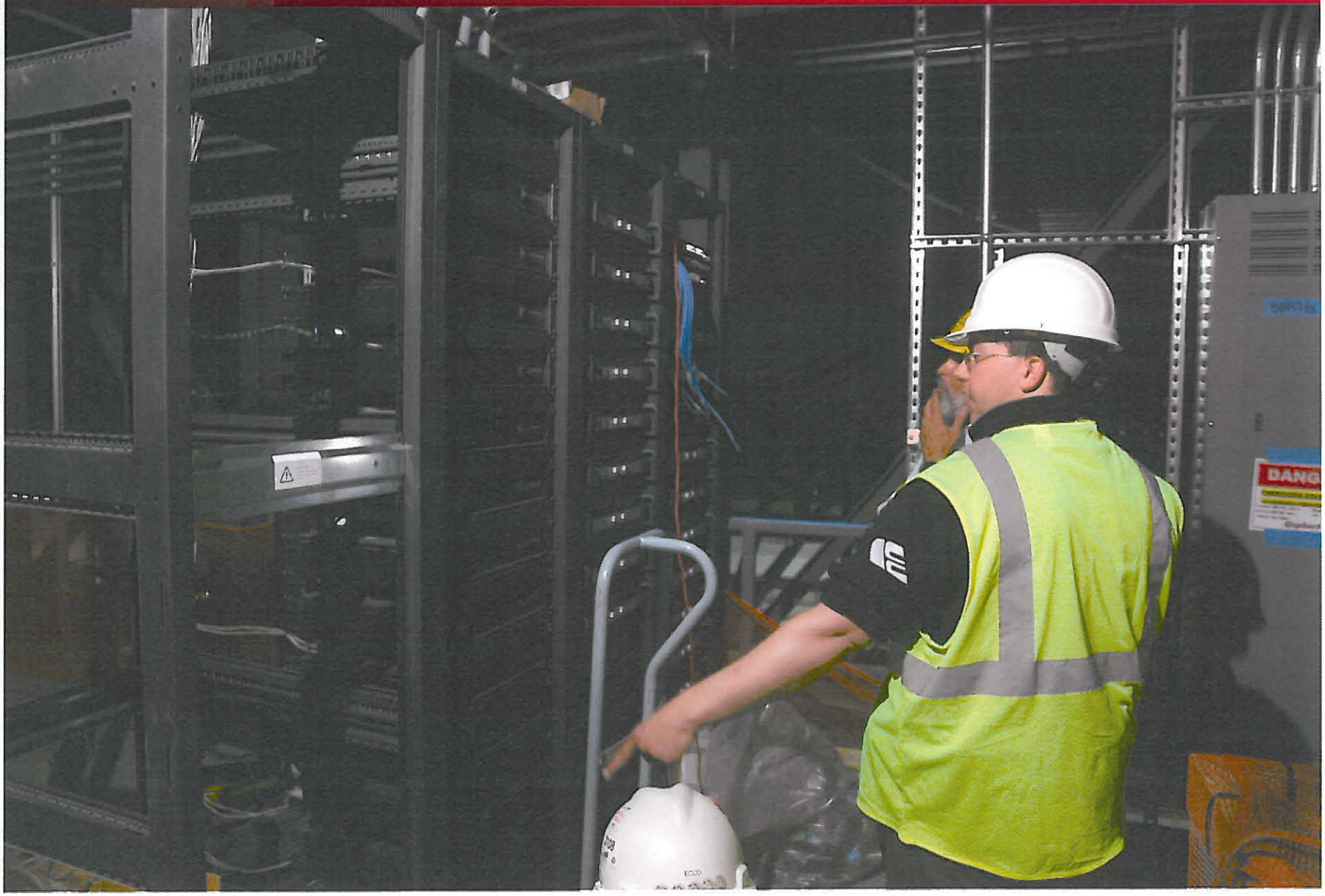
Seat Installation



Retractable Seating



Sound System Controls



Kitchen Installation

Suite Finishes

Club Lounge finishes

Handrail installation

Premium Level Finishes

Ceiling Installation in South Lobby

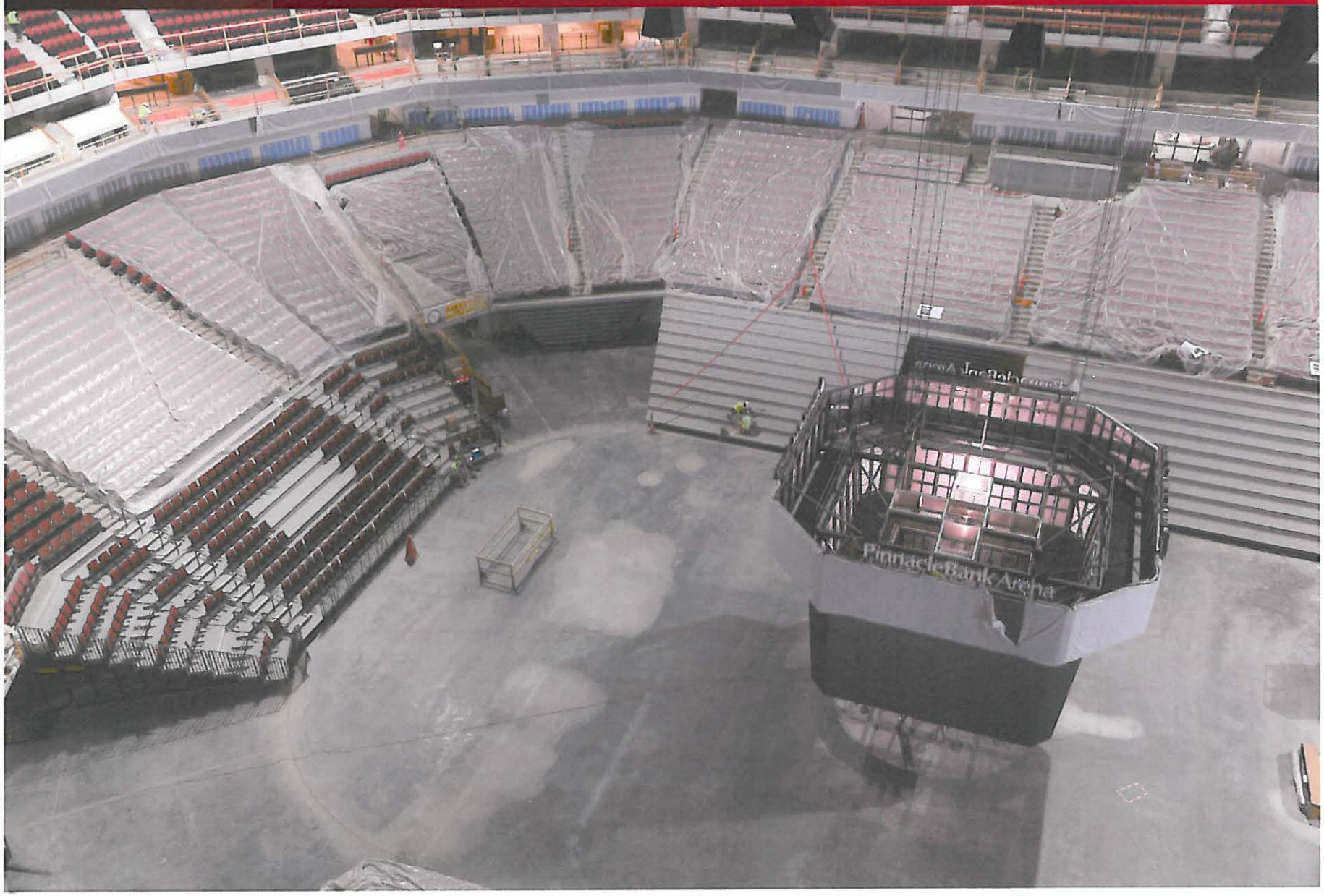
Lobby Finishes

Lobby Light Installation

Polished Concrete

Polished Concrete

Scoreboard Assembly



Acoustic baffle installation

Ramp Precast Erection

Ramp Precast Erection and North Finishes

Site Paving

Site work

Exterior Signage

West Haymarket Joint Public Agency
Payment Register
5/1/2013 through 5/31/2013

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
98642	Information Services	03/13 Data Processing	06095	W Haymarket O & M	PV	1446563	165.94	05/01/13	492649
131481	Public Works Business Office	City Staff-Pam Gadeken	06095	W Haymarket O & M	PV	1446565	541.95	05/01/13	492650
131481	Public Works Business Office	City Staff-Pam Gadeken	06095	W Haymarket O & M	PV	1446566	496.18	05/01/13	492650
39781	Davis Design	Deck#3 design work	870206	WH Parking Garage #3 P2	OV	1446496	15,334.12	05/02/13	61349
98079	Black Hills Energy	277 Pinnacle Arena Dr	06095	W Haymarket O & M	PV	1446560	246.84	05/02/13	61383
196867	Terracon Consultants Inc	Testing services to 3/30/13	870100	WH Arena	OV	1446494	15,964.87	05/02/13	61394
320143	Hawkins Construction	Infrastructure,3/31-4/13/13	870305	WH Core Area Roadway & Utility	OV	1446495	323,187.84	05/02/13	61401
591846	Marvin Investment Management Co	Program Admin 1/16/13-4/15/13	06095	W Haymarket O & M	PV	1446567	12,000.00	05/02/13	61414
76881	Windstream	Billing Number 402-477-6387	06095	W Haymarket O & M	PV	1447951	93.72	05/08/13	493078
77921	County/City Property Management	CITY CONTROLLER-JPA	06095	W Haymarket O & M	PV	1447952	71.20	05/08/13	493079
38391	Lincoln Journal Star	Cust#60016059	870951	WH ITS & Dynamic Message Signs	PV	1447506	19.22	05/09/13	61465
53356	Lincoln Electric System	605 N 8th St, Pk Lot Lgh	06095	W Haymarket O & M	PV	1447949	54.20	05/09/13	61480
98079	Black Hills Energy	525 N St, 3/20-4/22/13 serv	870305	WH Core Area Roadway & Utility	PV	1447509	111.42	05/09/13	61527
320143	Hawkins Construction	#870201 work, 3/31-4/13/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1447249	91,904.98	05/09/13	61560
593485	Thought District Inc	Website Management 04/2013	06095	W Haymarket O & M	PV	1447957	2,000.00	05/09/13	61598
598263	PC Sports LLC	April, 2013 services	870100	WH Arena	OV	1447742	30,450.00	05/09/13	61614
598263	PC Sports LLC	April, 2013 services	870000	WH General Coordination	OV	1447742	68,050.00	05/09/13	61614
598263	PC Sports LLC	April, 2013 services	870001	WH General Coordination P2	OV	1447742	10,000.00	05/09/13	61614
602078	Hausmann-Dunn, a Joint Venture	Parking Deck 1 work to 3/31	870202	WH Parking Garage #1	OV	1446653	1,874,622.00	05/09/13	61625
82368	State of Nebraska	Mar,2013 Monitoring #0637	870602	WH Voluntary Clean-up Program	PV	1449593	2,632.64	05/15/13	493514
82368	State of Nebraska	Feb,2013 monitoring #10620	870602	WH Voluntary Clean-up Program	PV	1449596	308.48	05/15/13	493514
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1449773	18.02	05/15/13	493515
98415	Lincoln Water System	277 Pinnacle Arena Dr	06095	W Haymarket O & M	PV	1449778	92.21	05/15/13	493516
98415	Lincoln Water System	541 N St, 2/21-4/23/13	870902	WH Alter Site Purchase	PV	1449904	35.72	05/15/13	493516
102154	Public Building Commission	Finance- Mark L 05/13	06095	W Haymarket O & M	PV	1449782	52.24	05/15/13	493517
102154	Public Building Commission	Finance- Mark L 05/13	06095	W Haymarket O & M	PV	1449782	204.62	05/15/13	493517
37233	Olsson Associates	Parking Deck #1 testing	870202	WH Parking Garage #1	OV	1449583	7,035.25	05/16/13	61655
38391	Lincoln Journal Star	Cust 60016059	870100	WH Arena	PV	1449313	16.96	05/16/13	61656
39781	Davis Design	Parking Deck 3 design work	870206	WH Parking Garage #3 P2	OV	1449885	30,668.24	05/16/13	61659
53356	Lincoln Electric System	200 N 7th, 3/27-4/24/13	870305	WH Core Area Roadway & Utility	PV	1449590	242.90	05/16/13	61667
53356	Lincoln Electric System	550 P St	06095	W Haymarket O & M	PV	1449772	255.92	05/16/13	61667
53356	Lincoln Electric System	525 N St, 4/3-5/1/13	870305	WH Core Area Roadway & Utility	PV	1449900	516.50	05/16/13	61667
53356	Lincoln Electric System	601 N St,2 - 4/3-5/1/13	870305	WH Core Area Roadway & Utility	PV	1449902	60.50	05/16/13	61667
249308	DLR Group Inc	Feb,2013 fixed reimb exps	870100	WH Arena	OV	1449585	10,000.00	05/16/13	61738
249308	DLR Group Inc	Mar,2013 Fixed Reimb Exps	870100	WH Arena	OV	1449898	10,000.00	05/16/13	61738
320143	Hawkins Construction	Infrastructure Imp,4/14-27	870305	WH Core Area Roadway & Utility	OV	1449289	82,898.83	05/16/13	61745
596608	M A Mortenson Company	April,2013 Arena work	870100	WH Arena	OV	1449876	10,125,608.00	05/16/13	61795
596608	M A Mortenson Company	Partial retention paid	870100	WH Arena	OV	1449877	355,566.00	05/16/13	61795
596877	Olsson Associates	Infrastructure work to 4/6	870202	WH Parking Garage #1	OV	1449295	23,153.63	05/16/13	61797
596877	Olsson Associates	Infrastructure work to 4/6	870305	WH Core Area Roadway & Utility	OV	1449295	47,276.60	05/16/13	61797
596877	Olsson Associates	Infrastructure work to 4/6	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1449295	79,193.55	05/16/13	61797
596877	Olsson Associates	Infrastructure work to 4/6	870951	WH ITS & Dynamic Message Signs	OV	1449295	21,274.59	05/16/13	61797
596877	Olsson Associates	Infrastructure to 4/6	870000	WH General Coordination	OV	1449295	18,203.81	05/16/13	61797
596877	Olsson Associates	Infrastructure work to 4/6	870307	WH Streetscape	OV	1449295	8,763.90	05/16/13	61797
602342	Dimensional Innovations	Portal construction	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1449288	29,168.05	05/16/13	61810
74405	City of Lincoln - Building & Safety	400 Pinnacle Arena Dr,Bldg,Rev	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1451548	8,284.65	05/29/13	494357
35633	Constructors Inc	Final Retainage Payment	870302	WH "M"&"N" St,7th to 10th St	OV	1451842	9,458.15	05/30/13	62024
35633	Constructors Inc	Final Retainage Payment	870302	WH "M"&"N" St,7th to 10th St	OV	1451843	60,872.84	05/30/13	62024
35633	Constructors Inc	Liquid Damages on Cont 6047	870302	WH "M"&"N" St,7th to 10th St	OV	1451846	1,500.00-	05/30/13	62024
38391	Lincoln Journal Star	Cust 60016059,Bid 13 141	870100	WH Arena	PV	1451550	18.65	05/30/13	62030
594773	Alfred Benesch & Company	Testing 1/28-4/21	870100	WH Arena	OV	1451467	2,507.00	05/30/13	62105
594773	Alfred Benesch & Company	Environ Assess 3/18-4/14	870604	WH Other/Miscellaneous	OV	1451505	13,215.28	05/30/13	62105
594773	Alfred Benesch & Company	Environ Assess 3/18-4/14	870602	WH Voluntary Clean-up Program	OV	1451505	11,792.42	05/30/13	62105

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
594773	Alfred Benesch & Company	Environ Assess 3/18-4/14	870603 WH	Environmental Contngy Pln	OV	1451505	8,099.00	05/30/13	62105
599315	Legends Sales & Marketing LLC	Apr Retainer Plus Expenses	870100 WH	Arena	OV	1451486	20,125.31	05/30/13	62110
Grand total							13,431,434.94		

West Haymarket Joint Public Agency
Public Works Engineering Costs
5/1/2013 through 5/31/2013

Description	Fund	Project	Description	Do Ty	Document Number	Object	Sub	Amount	G/L Date
Design Engineering	00951	870000	WH General Coordination	EU	364388	6153	130	1,205.79	05/02/13
Design Engineering	00951	870201	WH HymktPkLot,FestSp&PedGrdStr	EU	364388	6153	130	120.59	05/02/13
Design Engineering	00951	870302	WH "M"&"N" St,7th to 10th St	EU	364388	6153	130	60.30	05/02/13
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU	364388	6153	130	120.59	05/02/13
Design Engineering	00951	870306	WH Traffic Analysis	EU	364388	6153	130	62.29	05/02/13
Design Engineering	00951	870951	WH ITS & Dynamic Message Signs	EU	364388	6153	130	240.64	05/02/13
Design Engineering	00951	870000	WH General Coordination	EU	365387	6153	130	1,220.66	05/16/13
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU	365387	6153	130	733.35	05/16/13
Design Engineering	00951	870306	WH Traffic Analysis	EU	365387	6153	130	93.42	05/16/13
Design Engineering	00951	870951	WH ITS & Dynamic Message Signs	EU	365387	6153	130	62.29	05/16/13
Design Engineering	00951	870000	WH General Coordination	EU	366230	6153	130	1,467.77	05/30/13
Design Engineering	00951	870306	WH Traffic Analysis	EU	366230	6153	130	62.29	05/30/13
Design Engineering	00951	870307	WH Streetscape	EU	366230	6153	130	31.13	05/30/13
Design Engineering	00951	870951	WH ITS & Dynamic Message Signs	EU	366230	6153	130	218.01	05/30/13
Grand total								5,699.12	

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of May 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	5,794,321	768,457	111,744		111,744
70090 West Haymarket Park	6,674,522	5,794,321	768,457	111,744		111,744
70091 Arena						
870100 WH Arena	178,079,903	147,738,935	31,681,076	1,340,108-		1,340,108-
870101 WH Arena Contingency	6,643,925			6,643,925		6,643,925
870203 WH Arena Parking Garage	726,438	633,519	92,275	644		644
70091 Arena	185,450,266	148,372,454	31,773,351	5,304,461		5,304,461
70092 Parking						
870201 WH HymktPkLot,FestSp&PedGrdStr	14,983,049	6,712,303	8,132,045	138,701		138,701
870202 WH Parking Garage #1	14,234,442	11,387,176	2,634,555	212,711		212,711
870204 WH Parking Garage #2	207,036	203,219	684,801	680,984-		680,984-
70092 Parking	29,424,527	18,302,698	11,451,401	329,572-		329,572-
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	3,432,019	5,439	4,651-		4,651-
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	11,316,979	3,934,465	662,962		662,962
870306 WH Traffic Analysis	78,170	72,227		5,943		5,943
870307 WH Streetscape	425,638	400,938	36,772	12,072-		12,072-
870308 WH Sun Valley Blvd & West "O"	29,370	23,682	5,689	1-		1-
70093 Roads	24,282,201	19,630,635	3,982,365	669,201		669,201

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of May 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	753,240	578,345	92,475		92,475
70094 Pedestrian Ways	1,424,060	753,240	578,345	92,475		92,475
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	1,007,054	232,606	82,631-		82,631-
870603 WH Environmental Contngy Pln	2,315,878	1,299,798	46,084	969,996		969,996
870604 WH Other/Miscellaneous	926,292	668,728	20,689	236,875		236,875
870605 WH Canopy Phase I-Lead Abatemt						
70096 Environmental	6,813,050	4,575,041	304,321	1,933,688		1,933,688
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 May 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	4,544,849		301,437		301,437
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	2,368,862	599	2,275-		2,275-
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	62,111,742	599	373,314		373,314
70100 Other Costs						
870951 WH ITS & Dynamic Message Signs	1,826,827	366,835	177,551	1,282,441		1,282,441
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	515,050	413,121	2,398,656		2,398,656
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	272,775,466	49,278,228	11,049,803		11,049,803

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

	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	40,000	320,000			
70090 West Haymarket Park	360,000	40,000	320,000			
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	46,002	720,704	13,803,294		13,803,294
70092 Parking	26,935,000	46,002	720,704	26,168,294		26,168,294
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	86,002	1,040,704	26,590,892		26,590,892

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of May 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	590	1,410
5323 Bldg Maint Supplies	560			560	159	401
11 Materials & Supplies	2,810			2,810	841	1,969
12 Other Services & Charges						
5621 Misc Contractual Services	454,945			454,945	235,284	219,661
5624 Auditing Service	15,500			15,500	16,543	1,043-
5631 Data Processing Service	6,992			6,992	1,493	5,499
5633 Software	1,100			1,100		1,100
5643 Management Services	53,000			53,000	32,000	21,000
5683.04 Snow Removal					2,014	2,014-
5683.05 Fire Alarm Monitor	500			500	308	192
5762 Photocopying	500			500	287	213
5763 Printing	500			500	121	379
5794 Public Officials	27,000			27,000		27,000
5821 Electricity - Bldg & Grnds	4,000			4,000	3,880	120
5825 Natural Gas					1,755	1,755-
5829 Telephone	1,200			1,200	938	262
5830 Water	6,000			6,000	295	5,705
5856 City Share Linc Center Main					1,087	1,087-
5862 Grounds Maintenance					2,367	2,367-
5870 Other Bldg Maintenance	4,000			4,000	3,477	523
5928 Rent of Co/City Bldg Space	2,456			2,456	1,842	614
5931 Parking Rent Bldg Comm	627			627	470	157
5952 Advertising/Media Serv	2,850			2,850	882	1,968
5993 Fees Paid to State of NE					20	20-
12 Other Services & Charges	581,170			581,170	305,063	276,107
06095 W Haymarket O & M	583,980			583,980	305,904	278,076

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of May 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	4,651,508	2
15 Debt Service	4,652,034			4,652,034	4,652,032	2
195011 JPA 2010A Debt Servic	4,652,034			4,652,034	4,652,032	2

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	5,874,321	1
15 Debt Service	5,875,370			5,875,370	5,875,169	201
195021 JPA 2010B/C Debt Serv	5,875,370			5,875,370	5,875,169	201

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

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	4,591,685	3
15 Debt Service	4,592,112			4,592,112	4,591,685	427
195031 JPA 2011 Debt Service	4,592,112			4,592,112	4,591,685	427
00950 West Haymarket Revenue	15,703,496			15,703,496	15,424,790	278,706

WH 13-50 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the attached Consultant Agreement between Thornton Tomasetti, Inc. and the West Haymarket Joint Public Agency to provide structural engineering services not to exceed $50,000.00 with regard to the failure and partial collapse of a concrete bridge girder which supports the pedestrian bridge at the Pinnacle Bank Arena, is hereby approved and ratified.

The City Clerk is directed to return a copy of this Resolution to Rick Peo for transmittal to Thornton Tomasetti, Inc.

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

DOCUMENT #: **WH00515**

WH00515

WEST HAYMARKET JOINT PUBLIC AGENCY

ADMINISTRATIVE ORDER NO. 13-4A

BY VIRTUE OF THE AUTHORITY DELEGATED TO ME by Article IV, Section 4 of the Rules of Governance of the West Haymarket Joint Public Agency:

That the Consultant Agreement between Thornton Tomasetti, Inc. and the West Haymarket Joint Public Agency to provide structural engineering services for a fee not to exceed $50,000 with regard to the failure and partial collapse of a concrete bridge girder which supports the JPA pedestrian bridge for the West Haymarket Joint Public Agency, attached hereto and incorporated herein by this reference, is hereby approved and I have executed said Agreement on behalf of the West Haymarket Joint Public Agency, subject to ratification by the Board of Representatives.

The City Clerk is directed to send a copy of this Administrative Order and one original Consultant Agreement to Rick Peo, Chief Assistant City Attorney, for transmittal to Thornton Tomasetti, Inc.

Dated this 29th day of May, 2013.

Chris Beutler, Chair
West Haymarket Joint Public Agency

Approved as to Form & Legality:

JPA Counsel

CONSULTANT AGREEMENT

THIS AGREEMENT is entered into as of the __22nd__ day of April, 2013 ("Effective Date"), by and between the West Haymarket Joint Public Agency, hereinafter referred to as "JPA" and Thornton Tomasetti, Inc., hereinafter referred to as "Consultant."

RECITALS

A.

The JPA proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance in providing structural engineering services with regard to the failure and partial collapse of the concrete girder which support the JPA pedestrian bridge between the Pinnacle Bank Arena and the festival space for the JPA ("Consultant Services").

B.

Consultant possesses certain skills, experience, education and competency to perform the Consultant Services on behalf of the JPA, and the JPA desires to engage Consultant for such Consultant Services on the terms herein provided.

C.

Consultant hereby represents that Consultant is willing and able to perform the Consultant Services in accordance with the proposed Consultant Services submitted with this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the mutual obligations of the parties hereto, the parties do agree as follows:

I.
ADMINISTRATOR OF AGREEMENT

Paula Yancey, PC Sports, shall be the JPA's representative for the purposes of administering this Agreement and shall have authority on behalf of the JPA to give approvals under this Agreement. Gary Storm shall be the Consultant's representative and will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.

II.
SCOPE OF SERVICES

Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner as required by this Agreement the Consultant Services described in the Scope of Services included in the Proposal dated April 22, 2013 which is included in attached hereto as Exhibit "A". The Proposal is incorporated in its entirety. In the event there is any conflict between the terms of the Proposal included in Exhibit A, including but not limited to

Consultant's Standard Conditions for Investigation and/or Design Services, the terms of this Agreement shall control.

III.
TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue through completion, unless terminated earlier for convenience by the JPA.

IV.
COMPENSATION

The JPA agrees to pay Consultant for the Consultant Services set forth in Attachment "A" a sum not to exceed $50,000 in accordance with Consultants hourly billing rates, plus expenses to be billed at cost. The Consultant will furnish to the JPA a monthly services report and request for payment itemizing hours worked on services provided, with any supporting documentation, on the 5th day of each month for the previous month's services. Monthly payments, based upon the services performed as requested and provided in Attachment "A", shall be payable within fifteen days receipt of the report and supporting documentation for the previous month"s services, acceptable to the JPA, for the work completed for that month.

V.
NON-RAIDING CLAUSE

Consultant shall not engage the services of any person or persons presently in the employ of the JPA for work covered by this Agreement without the written consent of the JPA.

VI.
TERMINATION OF AGREEMENT

The JPA may terminate this Agreement, in whole or part, for any reason for the JPA's own convenience upon at least ten days written notice to the Consultant.

If the Agreement is terminated by the JPA as provided above, Consultant shall be paid for all approved services performed, and reimbursable expenses incurred, not to exceed the above-mentioned Agreement amounts, up until the date of termination.

Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of termination.

Further, Consultant agrees that, upon termination as provided in this paragraph, it shall not be employed by any developer or other party who is or may be interested in the work effort as defined in Section II, or interested in the decisional process relating to the application of such findings as may result from the tasks performed as defined in Section II for a period of one (1) year after such termination, without prior approval of the JPA.

VII.
ADDITIONAL SERVICES

The JPA may from time to time, require additional services from the Consultant including but not limited to, special reports, graphics, attendance at meetings or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon by and between the JPA and Consultant shall be effective when incorporated in written amendments to this Agreement.

VIII.
FAIR EMPLOYMENT

In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and *Neb. Rev. Stat.* § 48-1122, as amended.

IX.
FAIR LABOR STANDARDS

The Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statues, as amended.

X.
ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, except for the work of the Subconsultants identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the JPA thereto; provided, however, that claims for money due or to become due to the Consultant from JPA under this Agreement maybe assigned without such approval, but notice of any such assignment shall be furnished promptly to the JPA.

XI.
INTEREST OF CONSULTANT

Consultant covenants that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.

XII.
OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Consultant agrees to and hereby transfers all rights it has, including those of a property or copyright nature, in any marketing copy and content, reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced by the Consultant under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of JPA. Consultant grants a non-exclusive license to use pre-existing intellectual property including within such work or materials.

JPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the JPA deems appropriate. The JPA shall also retain all such rights for any derivative works based on such works or materials. Consultant is released from liability in connection with any claims against Consultant or its employees arising from the use of the works and materials other than for the specific purpose for which they were created.

XIII.
COPYRIGHTS, ROYALTIES & PATENTS

Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement.

XIV.
COPYRIGHT; CONSULTANT'S WARRANTY

A. Consultant represents that all materials, processes, or other protected rights to be used in the Consultant Services have been duly licensed or authorized by the appropriate parties for such use.

B. Consultant agrees to furnish the JPA upon demand written documentation of such license or authorization. If unable to do so, Consultant agrees that the JPA may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

XV.
INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless JPA to the same extent and under the same terms and conditions as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B.

XVI.
INSURANCE

Consultant shall at all times during the term of this Contract purchase and maintain in place insurance coverage as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B, except the the required commercial general liability coverage shall be reduced to $1,000,000 per occurrence and $2,000,000 aggregate. In addition Consultant shall purchase and maintain professional liability insurance, naming and protecting Consultant against claims for damages resulting from the Consultant's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than two million dollars ($2,000,000) per claim and aggregate. Consultant agrees to provide all types of insurance required by the JPA. Consultant will furnish coverages against any and all perils required by the JPA.

XVII.
NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

Paula Yancey PC Sports 311 N. 8th St., Suite 102 Lincoln, NE 68508	Gary Storm Thornton Tomasetti, Inc. 912 Broadway, Suite 100 Kansas City, MO 64105

XVIII.
INDEPENDENT CONTRACTOR

The JPA is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor and it is expressly understood and agreed that Consultant is not an employee of the JPA and is not entitled to any benefits to which JPA employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave or and injury leave.

XIX.
NEBRASKA LAW

This Agreement shall be construed and interpreted according to the laws of the State of Nebraska.

XX.
INTEGRATION

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

XXI.
AMENDMENT

This Agreement may be amended or modified only in writing signed by both the JPA and Consultant.

XXII.
SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XXIII.
WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIV.
AUDIT AND REVIEW

The Consultant shall make available to the JPA copies of all financial and performance related records and materials germane to this Agreement as allowed by law.

XXV.
FEDERAL IMMIGRATION VERIFICATION

A. If the Consultant is a business entity or corporation, then in accordance with *Neb. Rev. Stat.* § 4-108 through 4-114, the Consultant agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Consultant shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

XXVI.
REPRESENTATIONS

Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Consultant and the JPA do hereby execute this Agreement as of the Execution Date set forth above.

THORNTON TOMASETTI, INC.

By: _____
Gary Storm, P.E., LEED, A.P.
Senior Principal

WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____
Chris Beutler, Chair

EXHIBIT "A"

Thornton Tomasetti
Building Solutions

Proposal

Structural Engineering Consulting Services for Haymarket Pedestrian Bridge Construction Failure Investigation Lincoln, Nebraska

Prepared For

Paula Yancey
President
PC Sports
311 N. 8th Street, Suite 102
Lincoln, NE 68508
paula@projectcontrol.com

Prepared By

Gary A. Storm, P.E., LEED AP
Senior Principal

Thornton Tomasetti, Inc.
912 Broadway, Suite 100
Kansas City, MO 64105
Phone: 816.221.7771
Fax: 816.221.7787
Email: GStorm@ThorntonTomasetti.com
www.ThorntonTomasetti.com

April 22, 2013

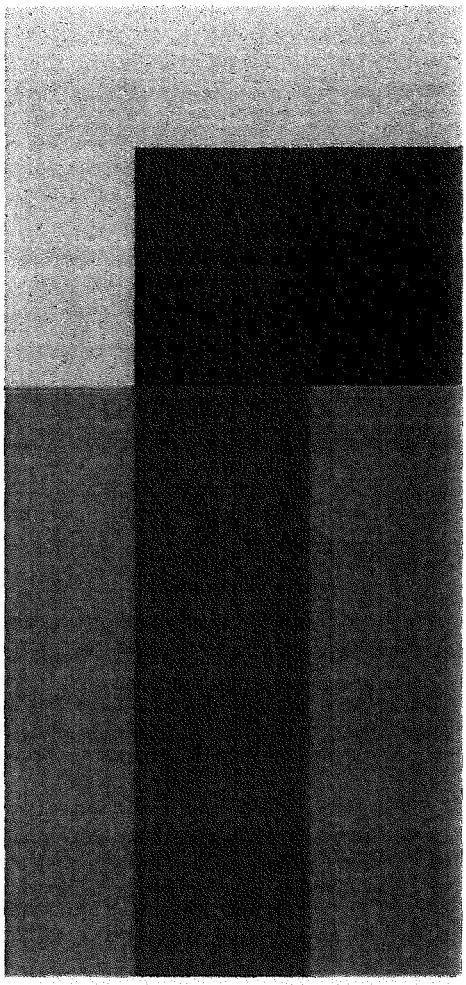
Table of Contents

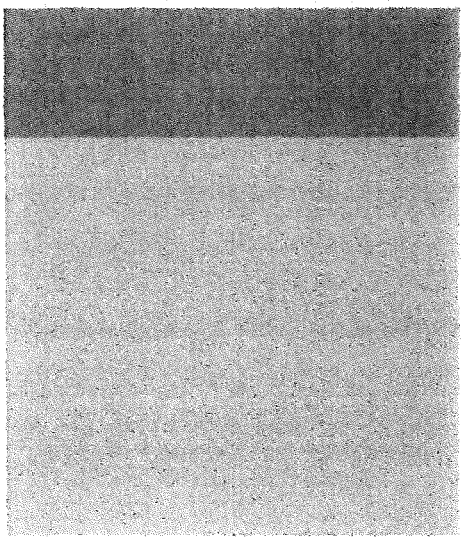
Firm Profile 1
-About Thornton Tomasetti
-Building Performance Practice

Key Personnel Resumes 2

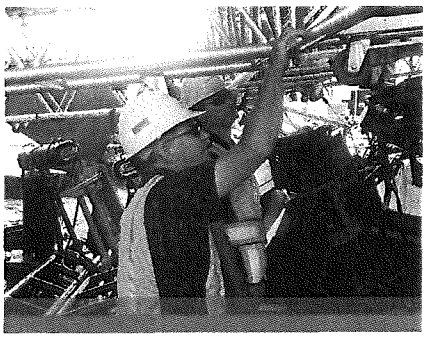
Fee Proposal 3

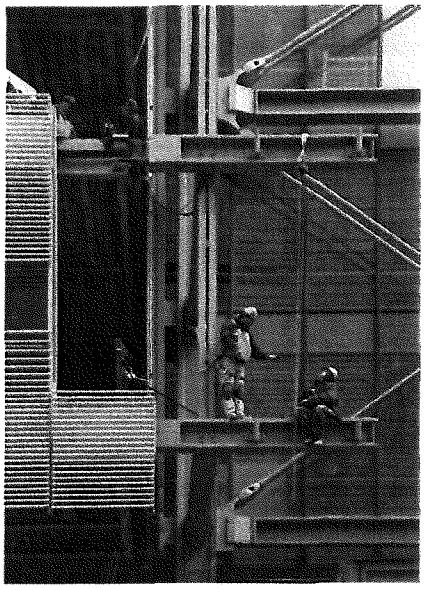
1 Firm Profile





About Thornton Tomasetti





Thornton Tomasetti is a leader in engineering design, investigation and analysis serving clients worldwide on projects of all sizes and complexity. With practices in building performance, property loss consulting, construction support services, building structure, building skin, and building sustainability, Thornton Tomasetti addresses the full life cycle of a structure.

We have supported clients working in more than 50 countries, with projects that include the tallest buildings and longest spans to the restoration of prized historic properties. Founded in 1956, today Thornton Tomasetti is a +700-person organization of engineers and architects collaborating from offices across the United States and in Asia-Pacific, Europe and the Middle East.

Building Performance: Our multidisciplinary professionals offer expertise throughout a building's life cycle. We provide technical support and quality reviews from testing, fabrication, and erection to construction completion. We recommend maintenance regimens, and guide the owner through expansions, adaptive reuses, rehabilitations and repairs, and provide expert witness representation.

Property Loss Consulting: Our engineering staff specializes in investigative engineering and architectural and construction material evaluation, providing us with extensive experience to assist attorneys and insurance companies with claims evaluations. Our scientific investigation provides our clients with a thorough assessment of damage, as well as a professional analysis of causation that can be used for retrofit, repair, claims adjustment or litigation.

Construction Support Services: Thornton Tomasetti's construction support services address a wide range of needs to efficiently move a project from concept to delivery, serving developers, construction managers, fabricators, erectors, and general and specialty contractors.

Building Structure: Our team of specialists designs structural frames for buildings of all types and sizes at locales throughout the world. We apply both traditional and cutting-edge building materials and structural systems, and consider both indigenous and newly introduced construction methods. The challenge and level of mental flexibility involved with working in such a diverse practice provides professional excitement that translates into special project designs.

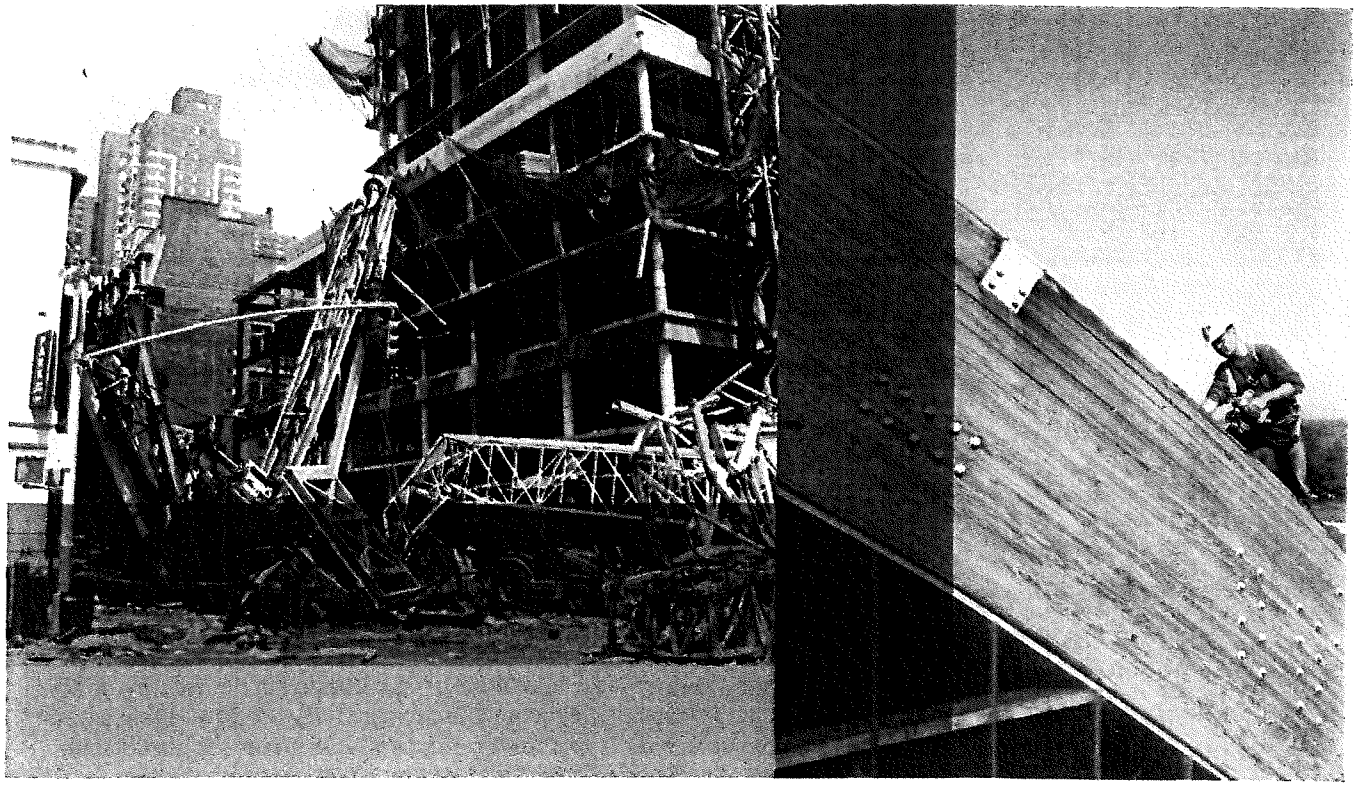
Building Skin: Our diversified team of specialists assists in engineering of innovative, constructable, cost-effective building skin solutions ranging from traditional curtain walls to the use of structural glass. Our holistic and sustainable approach includes detailed design, tender appraisal, value engineering, contractor design review and installation monitoring.

Building Sustainability: Sustainability is essential in the way we design, build, and operate our buildings. Our sustainability practice is tasked with finding projects, clients and design teams who are seeking sustainable innovation. Through collaboration, we use whole-systems thinking to achieve the right balance on every project among the economic, social, and environmental factors.

Thornton Tomasetti

Building Solutions

Building Performance Practice



Building Performance Practice

Building failures range from the everyday to the cataclysmic—from gradual deterioration that erodes function and value, to sudden and catastrophic collapse. Our Building Performance practice covers these extremes and everything in between.

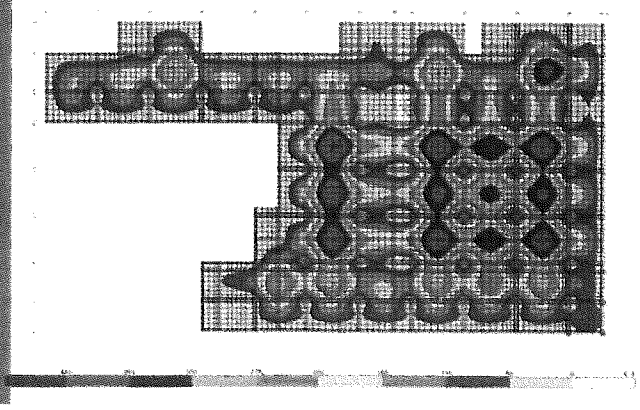
Inadequate building performance can stem from the envelope's failure to control moisture or the degradation of mechanical systems that lead to occupant discomfort. Or it can result from design shortcomings or emerging priorities such as protective design, energy efficiency, and sustainability.

Our multidisciplinary professionals provide technical support to building owners, managers and other stakeholders through the entire building lifecycle. We specify maintenance regimens, and assist owners with upgrades, repairs, expansions, adaptive reuses, and historic preservation.

We offer a full range of forensic and analytic expertise using state-of-the-art computer analysis, modeling and visualization. We provide expert opinions on structural, architectural, mechanical and building envelope issues for litigation support. We present findings clearly and concisely and develop practical, cost-effective solutions for buildings of all types, vintages, sizes and complexities.

Our property loss experts evaluate a property's potential for damage from a variety of natural or manmade hazards and quantify the physical losses that could be incurred. When a property loss does occur, our staff responds quickly to provide a detailed assessment quantifying the damage, and determining cause and origin.

Our firm's global reach enables us to respond rapidly to structural failures, assessing damage and helping to mitigate and stabilize hazardous conditions. We develop appropriate solutions, including temporary stabilization, and engineer deconstruction and repairs to prevent an adverse situation from becoming worse.



From left: building envelope consulting, New York City; building assessment & renovation, floor deflection modeling

Forensics

Structural
MEP
Architectural
Litigation Support
Deconstruction Engineering

Emergency Response

Structural Stabilization
Demolition Engineering

Building Envelope

Façade & Roof Rehabilitation
Skin Design Consulting
Condition Assessment
Due Diligence
Feasibility Studies

Building Assessment & Renovation

Alteration & Rehabilitation
Seismic Rehabilitation
Condition Assessment
Due Diligence
Feasibility Studies
Peer Review

Historic Preservation

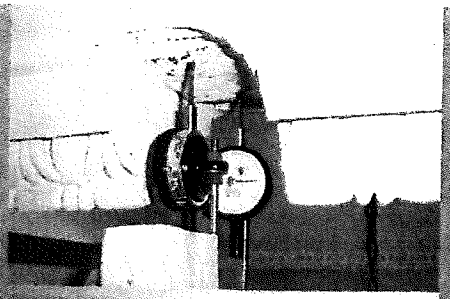
Technical Architecture
Preservation Engineering

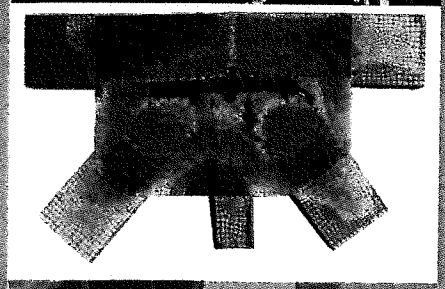
Property Loss Consulting

Multihazard Risk Assessment
Scope of Damage Determination
Cause & Origin Investigation
Building Code Consulting
Green Claims Consulting

Sustainability

LEED Consulting
Building Simulation
Renewable Energy Consulting
Life-Cycle Assessment
Building Systems Audits & Upgrades
Building Commissioning





Images from top:
- *Testing for structural alteration & rehabilitation*
- *Sustainability & MEP services*
- *Historic preservation, Chrysler Building*
- *Forensic information modeling, I-35 bridge collapse*
- *Property loss consulting, Hurricane Ike*

2 Key Personnel Resumes

Gary A. Storm, P.E., LEED AP

Senior Principal

Education

- M.S., Structural Engineering, 1988, The University of Kansas-Lawrence
- B.S., Civil Engineering, 1980, The University of Kansas-Lawrence

Registrations

- Licensed Professional Engineer in Colorado, Florida, Indiana, Iowa, Kansas, Louisiana, Maryland, Missouri, Nebraska, New Jersey, New York, Ohio, Oklahoma, Pennsylvania, Rhode Island, Tennessee, Texas, Virginia and Wisconsin
- LEED Accredited Professional

Professional Activities

- Member, American Society of Civil Engineers (ASCE)
- Member, International Concrete Repair Institute (ICRI)
- Member, American Institute of Steel Construction (AISC)
- Member, Engineers Club of Kansas City
- Member, Missouri Structural Assessment and Visual Evaluation of Buildings and Vertical Structures Coalition (SAVE)

Professional Papers, Publications and Lectures

- "What We Learned from the Indiana State Fair Collapse Incident," Structural Engineering Institute, Illinois Chapter and Structural Engineers Association of Illinois, Chicago, IL, October 2012, Co-speaker
- "Dunkin' Donuts Center Renovation and Expansion," *Structure Magazine*, September 2007, Co-author
- "Special Delivery," *Modern Steel Construction Magazine*, August 2005
- "Crowning Glory," *PANSTADIA International Magazine*, April 2001, Author
- "Guangdong Olympic Stadium," *Structural Engineer Magazine* (Cover Story), June 2001

Mr. Storm joined Thornton Tomasetti in 2005. He has more than 30 years of structural engineering experience, specializing in the design of long-span roof structures for stadiums and arenas around the world. Mr. Storm is also proficient in structural investigations, renovations, and additions to existing structures. He is the Property Loss Consulting practice leader for the firm's Midwest U.S. Region.

Representative Project Experience

- **Tucson Bridge Damage Investigation**, Tucson, AZ. Investigation of a highway bridge damaged by crane impact. Work included damage assessment and repair scope and cost evaluation.
- **Washington Avenue Historic Truss Bridge Investigation and Rehabilitation Design**, Sedalia, MO.* Investigation, structural analysis and major structural renovation of a historic steel truss bridge.
- **Mission Road Bridge over Indian Creek**, Leawood, KS.* Investigation, structural analysis and major structural renovation of a historic steel truss bridge.
- **104th Street Bridge over Missouri Pacific Railroad**, Kansas City, MO.* Structural engineering for a three-span, 300-foot-curved, skewed and super-elevated steel girder bridge designed for railroad clearances and impact.
- **Forum Boulevard Bridge over Hinkson Creek**, Columbia, MO.* Structural engineering for a three-span 400-foot bridge with curve and super-elevation transition. Structure is curved composite steel girders with integral joint-less abutments.
- **Stadium Drive Bridge over the Blue River**, Kansas City, MO.* Structural engineering for a three-span, 350-foot steel composite girder bridge designed for 500-year flood clearance with hammerhead type piers and integral joint-less abutments.
- **Walnut Street and 7th Street Bridges over Missouri Pacific Railroad**, Blue Springs, MO.* Structural engineering for two new three-span steel girder bridges designed for double rail clearance with vertical curvature, joint-less abutments and approach slab design.
- **Mercedes-Benz Superdome Parking Garage, Condition Assessment and Repairs**, New Orleans, LA. Condition assessment and repair design for four post-tensioned concrete parking garages.
- **University of North Dakota, Alerus Center Construction Collapse Investigation**, Grand Forks, ND.* Evaluation of the cause of a partial roof structure collapse during construction.
- **Syngenta Warehouse, Collapse**, Waterloo, NE. Investigation, damage assessment and reconstruction support services for a pre-engineered metal building that collapsed under snow loads.

- "Building Tension in Buffalo," *ASCE Magazine* (Cover Story), May 1997
- "Design and Construction of Tension Braced Dome Roof, Marine Midland Arena (currently known as HSBC Center) – Buffalo, New, York," ASCE Structures Congress XV, Portland, OR, April 1997, Presenter

- **David L. Lawrence Convention Center, Collapse**, Pittsburgh, PA. Structural investigation and repair designs following the collapse of a convention center. Services included structural connection repairs at a failed expansion joint.
- **Mammoth Mountain Tunnel, Collapse Investigation**, Mammoth Lakes, CA. Investigation of the collapse of a roadway tunnel, including replacement cost evaluation and betterment evaluation.
- **Elks Building, Collapse Investigation**, Clinton, MO. Structural investigation of the collapse of a 120-year-old, three-story masonry building.
- **Masonic Lodge Collapse Investigation**, Independence, KS. Investigation of a partial roof collapse of a metal building under snow load.
- **Metrodome, Roof Collapse**, Minneapolis, MN. Investigation and damage assessment of an air-supported dome roof that collapsed under snow loads.
- **HSBC Arena, Scoreboard Collapse Investigation**, Buffalo, NY.* Evaluation of cause and extent of damage due to scoreboard hoist failure.
- **El Camino Real Mexican Restaurant, Roof Collapse**, Warsaw, MO. Investigation of heavy snow damage to a roof. Performed an evaluation of the cold-formed roof trusses design for cause of failure and provided recommendations for repair and strengthening of the roof structure to support design loads.
- **Sherman Street Utility Tunnel**, Denver, CO. Damage assessment and repair design for the concrete tunnel top slab and sidewalls under a street in the vicinity of a buried steam line. Services included damage assessment, structural analysis, cost evaluation, repair design and construction oversight.
- **Hanging Lake Tunnel, Investigation**, Glenwood Springs, CO. Structural investigation of a highway tunnel roof slab failure caused by a rock fall event. The investigation included evaluation of the original structural design, review of repair design and methods, and review of scope and costs of repairs.
- **CenturyLink Center Omaha (formerly Qwest Center Omaha), Tornado Damage Structural Inspection**, Omaha, NE. Performed detailed inspection of structure and cladding damage following a tornado.
- **Kauffman Center for the Performing Arts, Construction Failure**, Kansas City, MO. Investigation of the failure of steel members of a cable-supported glass atrium structure.
- **Adjust 4 Life Wellness Center**, Lees Summit, MO. Structural investigation of cracking and deflection of a concrete wall. The project scope included the review of existing drawings, site inspection, and identification of the cause of problems and potential remedies for the wall.

- **Kansas City International Airport, Earth Retaining Wall Investigation**, Kansas City, MO. Structural investigation of a distressed, mechanically stabilized, earth retaining wall system, a component of an underground garage and consolidated rental car facility. The investigation identified the cause and extent of the problems associated with the retaining wall system and made recommendations for potential remedies to the identified problems.

- **Ford Field, Scoreboard Rigging Load Evaluation**, Detroit, MI. Structural evaluation of a new temporary scoreboard including review of the scoreboard rigging loads against the capacity of the roof structure, review of the proposed rigging methods, attachment point locations and loads, and verification of the roof structure capacity.

- **Kauffman Stadium, Condition Assessment and Repairs**, Kansas City, MO. Structural investigative services included detailed examinations and surveys of the stadium for the MLB Kansas City Royals. A comprehensive condition assessment was performed with repair construction documents and site observation during construction.

- **HSBC Arena and Parking Garage, Due Diligence Inspection**, Buffalo, NY. Condition assessment and report for an arena, a parking garage structure and exterior cladding.

- **Tornado Damage Assessment**, Joplin, MO. Tornado damage assessments for 20 commercial and residential buildings on behalf of a national insurance adjuster client following a EF5-rated tornado event. The majority of the structures evaluated were single-story medical office, office and retail buildings, with a four-story structure being the tallest of the grouping. Buildings ranged from steel-framed structures to load-bearing masonry to steel and wood-framed buildings.

- **Mercedes-Benz Superdome, Hurricane Katrina Damage Investigation and Repairs**, New Orleans, LA. Structural damage investigation of an arena following Hurricane Katrina. Renovations included full roof deck replacements and internal repairs, concourse expansion, new scoreboards, new camera platforms and club improvements.

- **Reliant Stadium, Hurricane Ike Roof Damage Investigation and Repairs**, Houston, TX. Structural investigation, damage assessment, and cause and origin investigation of hurricane wind damage to major sections of a retractable roof fabric.

- **Gravelite Expanded Clay Plant, Hurricane Ike Damage Assessment**, Erwinville, LA. Investigation of damage caused by hurricane winds and flooding. Structures assessed included a main load-out tunnel, clay storage sheds, and other plant buildings and facilities.

- **AMI (Jade) Stadium**, Christchurch, New Zealand. Investigation, damage assessment and repair feasibility study of the concrete superstructure and foundations of a 39,000-seat rugby stadium to address seismic damage due to major earthquakes in 2010 and 2011.

** Denotes work performed with previous employer.*

Thomas A. Duffy, P.E.

Senior Vice President

Education

- B.S., Civil Engineering, 1986, Columbia University, New York, NY

Registration

- Licensed Professional Engineer in the state of New York.

Professional Activities

- Member, American Society of Civil Engineers
- Planning and Design Committee Board Member, American Road Transportation Builders Association
- Department of Design & Construction Liaison, Council of Engineering Companies, NY Chapter
- Member, American Association of Retractable Roof Operators Worldwide
- Member, Stadium Managers Association

Mr. Duffy is a structural engineer with more than 25 years of experience in the analysis, design, construction and inspection of bridges and other heavy movable structures. Areas of expertise include bridge and transportation forensics and kinetic structure design, especially for movable bridges and roofs of stadiums. His broad base of practical experience includes working knowledge of mechanical systems (electro-mechanical and hydraulic), electrical systems (power and control), and geotechnical and seismic engineering. He assists clients with evaluating early design of kinetic structures and expands their ability to implement these designs.

Prior to joining the Thornton Tomasetti team, Mr. Duffy was employed by Hardesty & Hanover and worked closely with Thornton Tomasetti on many projects as part of our joint strategic alliance.

Representative Project Experience

- **McKinley Bridge**, spans St. Louis, MO and Venice, IL.* Structural engineering for all phases of a multidisciplinary restoration of a major river crossing built in 1911 that spans the Mississippi River between St. Louis, MO, and Venice, IL. The bridge had been in poor condition for decades, because of a lack of funds for maintenance and original design details that promoted corrosion. Limited emergency repairs could not stop rapid deterioration of the bridge and the bridge was closed in 2001. Its three main spans are 520-foot steel through trusses that are flanked by five steel-deck truss spans. The approaches on each side of the bridge are steel viaducts; the entire main line of the structure is approximately one mile in length. The decks were framed with various combinations of timber, steel beams, and concrete slab. Repairs were undertaken to ease traffic into St. Louis until a new bridge could be built. The scope included in-depth inspection, load rating and identification of deficiencies, seismic analysis, hydraulic analysis, design of steel repairs, complete replacement of viaduct approach structures, correction of horizontal alignment, and main span deck slab repair and replacement.

- **Sherman Minton Bridge**, spans from Louisville, KY to New Albany, IN.* Expert assistance to the forensic engineering team hired to investigate the source of the cracking and to peer review the repair alternatives. The bridge connected Kentucky to Indiana over the Ohio River and suffered fatigue cracking in a critical element.

- **Niagara Falls Bridge Commission (NFBC) Bridges and Facilities**, various locations, NY.* Structural inspection, structural design and project manager for multiple projects at three major international crossings between western New York State and Southern Ontario. The scope has included rehabilitations, emergency and minor repair projects, capital planning projections, and asset management recommendations to the Commission for the Whirlpool Rapids, Rainbow and Lewiston-Queenston bridges.

- **Duluth Aerial Lift Bridge**, Duluth, MN.* Professional engineering services for the inspection and reconstruction of a 350-foot lift span with a vertical clearance of 135 feet. The scope included redesign of the main counterweight sheave trunnion supports of an aerial lift bridge; structural, mechanical, and electrical inspections; and development of plans for a historic landmark reconstruction. Emergency trunnion shaft replacement was also performed for two cracked counterweight sheaves. The bridge services the busiest inland port in the world.

- **Fire Island Inlet Bridge**, Fire Island, NY.* Professional engineering services for the major rehabilitation of an inlet bridge from in-depth inspection through final design. The steel bridge, built in the 1960s, has a 1,068-foot tied arch main span flanked by 24 approach spans for a total length of 4,232 feet. The scope included services throughout all phases of the project including in-depth inspection; load rating and identification of deficiencies; seismic analysis and retrofit recommendations; steel repairs; deck slab repair and replacement; maintenance and protection of traffic; diving inspection and fathometer survey; scour countermeasure investigation; continuous sonar scour monitoring system of streambed at 13 pier locations; electrical engineering for scour monitoring system; pier stability analysis; pier repair; feasibility study for addition of bikeway; preparation of design report and environmental assessment; preliminary alternatives for replacement structure; and construction support services.

- **Carlton Bridge**, Bath, ME.* Professional engineering services for the complete structural, mechanical and electrical rehabilitation of a vertical lift span and towers. The rehabilitation of the 330-foot and 275-foot approach spans were equally important to converting and extending the life of the 1929 bi-level rail and vehicular bridge to rail only. Scope included oversight throughout all phases including inspection, analysis, design feasibility studies, rehabilitation design and construction support.

- **AMTRAK Delair Railroad VL Bridge**, spans from Camden, NJ to Philadelphia, PA.* Professional engineering services for the inspection and rehabilitation of an operable, Conrail-owned, 540-foot, vertical-lift railroad bridge. Scope included structural, mechanical and electrical inspection; development of a monitoring program for trestle bents 27-36; structural rehabilitation of a swing span; structural and geotechnical inspection of the west approach; and construction support.

- **High Street and Park Street Bridges**, Alameda County, CA.* Professional engineering services for a mechanical and electrical inspection condition report for two through truss bascule bridges. The scope included recommendations and cost estimates for repair of the gate and lock systems of the bridges to bring them up to current standards.

- **National Roads Authority, 2008 Inspection and Rehabilitation of Brother Edmund Ignatius Rice Bridge**, Spans River Suir, Waterford, Ireland.* Structural, mechanical and electrical inspection of a bridge for the Waterford City Council and the National Roads Authority (NRA). The inspection team evaluated the performance of the twin, single leaf bascule spans, performed a condition assessment and prepared an report outlining the inspection findings with recommendations for maintenance and rehabilitation.

- **Tomlinson Bridge**, New Haven, CT.* Professional engineering services for the design of a new 90-foot-wide, 270-foot-long, vertical-lift span combination railroad and highway bridge. The lift span weighs more than 6.5 million pounds and is powered by two 100HP motors (one in each tower). Each of the towers supports half the weight of the lift span and a 3.2-million-pound counterweight, as well as all of the machinery and operator's enclosures.

- **New Westminster Rail Bridge Study**, New Westminster, British Columbia, Canada.* Professional engineering services for inspection and evaluation of a rail bridge. Opened to traffic in 1904, the bridge has a 330-foot swing span. The scope included inspection and evaluation of the mechanical and electrical systems for the swing span. The project included a mechanical and electrical inspection condition report with recommendations and cost estimates for the repair and rehabilitation of the primary swing span machinery, and lifters and interlocks of the bridge to bring it up to current standards.

- **Buffalo Harbor Bridge**, Buffalo, NY.* Professional engineering services for the site location and design of a new crossing to link downtown Buffalo to the Outer Harbor district, an underdeveloped peninsula. The new crossing will allow multimodal access, including pedestrians and cyclists, to the outer harbor eliminating a lengthy access route and spurring development. Scope includes a movable bridge navigation study to determine the effect that closed position vertical clearance would have on existing and future vessels, and movable bridge concept designs for various movable bridge types (swing, lift and bascule). The team also provided concept-level cost estimates for use in project budgeting and for the application of a TIGER Grant. Services were provided from concept study through the final design phase

- **Robert Moses Causeway Bridge over Fire Island Inlet**, Long Island, NY.*

- **Robert Moses Causeway Bridge spanning State Boat Channel**, Long Island, NY.*

- **George Washington Bridge**, New York, NY.*

- **Verrazano Narrows Bridge**, New York, NY.*

- **Sonoma-Marin Area Rail Transit Movable Bridges**, CA.*

- **Third Street Bridge spanning Islais Creek**, San Francisco, CA.*

- **Illinois Street Intermodal Bridge spanning Islais Creek**, San Francisco, CA.*

- **Wantagh Parkway Bridges spanning Sloop Channel and Goose Creek**, Long Island, NY.*

**Denotes work performed with previous employer.*

Nicolas Saenz, Ph.D., P.E., S.E.

Associate

Education

- Ph.D., Civil Engineering, Structural Engineering Concentration, 2004, University of Utah
- M.S., Civil Engineering, Structural Engineering Concentration, 2003, University of Utah
- M.Eng., Civil Engineering, Structural Engineering Concentration, 1999, Escuela Colombiana de Ingeniería, Bogotá, Colombia
- B.S., Civil Engineering, 1999, Escuela Colombiana de Ingeniería, Bogotá, Colombia

Registrations

- Licensed Structural Engineer in Illinois and Nevada
- Licensed Professional Engineer in Texas, Colorado, Maryland, Nevada, and Washington
- PTI Level 1 & 2 Unbonded Post-Tensioning Systems Inspector

Professional Papers, Lectures and Publications

- "Strain-Based Confinement Model for FRP-Confined Concrete," Co-author, *ASCE Journal of Structural Engineering*, June 2007
- "Short and Medium Term Durability Evaluation of FRP-Confined Circular Concrete," Co-author, *ASCE Journal of Composites for Construction*, May/June 2006
- "Shear Friction Capacity of Concrete with External Carbon FRP Strips," Co-author, *ASCE Journal of Structural Engineering*, December 2005
- "Strain-Based Design Model for FRP-Confined Concrete Columns," Co-author, American Concrete Institute, Special Publication, October 2005
- "Strain-Based Design Model for FRP-Confined Concrete Columns," 7th International Symposium on Fiber Reinforced Polymer Reinforcement for Concrete Structures, American Concrete Institute, Kansas City, Missouri, November 2005, Speaker

Dr. Saenz has more than eight years of experience in diversified aspects of structural engineering analysis, design, and project management. Dr. Saenz's expertise includes post-tensioned design and high-rise design in seismic zones. He specializes in structural assessment, analyses and design retrofits for existing buildings. Dr. Saenz participates in expert witness and litigation support services.

Representative Project Experience

Post-Tensioned Structures

- **Internal Revenue Service, Parking Structure**, Chamblee, GA.* Structural assessment and repair of a 12-year-old garage. Repair design included seismic strengthening and retrofit of the existing concrete columns, post-tensioned slabs, and foundations. Seismic strengthening consisted of new concrete shear walls.
- **Granite Park 1**, Plano, TX.* Structural assessment and repair of eight post-tensioned concrete beams with carbon fiber reinforced polymer composites.
- **City of Houston Theatre District, Assessment and Repair**, Houston TX.* Condition assessment and design of repairs including near surface carbon fiber reinforced polymer bars, fiber reinforced polymer laminates and button-head post-tensioned slab reinforcement of a 60-year-old garage.
- **East Sahara Hotel, Parking Garage**, Las Vegas, NV.* Structural design of a 10-story, 300,000-square-foot post-tensioned parking garage.
- **Fontainebleau Resort**, Las Vegas, NV.* Structural design of mechanical equipment transfer post-tensioned slab for the 725-foot-tall building.
- **Omni Hotel & Condominium**, Fort Worth, TX.* Structural design of a 36-story hotel / condominium tower's post-tensioned concrete slabs.
- **Project Viva**, Las Vegas, NV.* Structural design of the 600-foot-tall Main Tower and 350-foot-tall Spa Tower. The structural system consists of post-tensioned flat slabs, concrete shear walls, and deep foundation systems.

Assessments and Repairs

- **Dallas / Fort Worth International Airport, Terminal A**, Dallas / Fort Worth, TX.* Structural assessment of a passenger pick-up bridge along Terminal A to support a new American Association of State Highway Transportation Officials (AASHTO) vehicle barrier system.
- **777 Main Street, Parking Garage Assessments**, Fort Worth, TX.* Structural assessment and repair of the 11-story precast concrete Metro Garage, six-story, 50-year-old cast-in-place concrete Valet Garage A, and 15-story Garage B.

- "Strain-Based Confinement Model for Circular Concrete Columns Externally Reinforced with FRP Composites." Co-author, 3rd International Conference, Composites in Construction, July 2005
- "Strain-Based Confinement Model for Circular Concrete Columns Externally Reinforced with FRP Composites." 3rd International Conference, Composites in Construction, Lyon, France, July 2005, Speaker
- "Modelo de Bielas y Tirantes Para el Calculo de Cortante por Friccion del Concreto Con el Uso de Fibras de Polimero Reforzado," Co-author, *Informaciones Tecnicas del Instituto Americano del Concreto Seccional Colombia*, Boletin No.3, 2005
- "Concrete Shear-Transfer Strengthening with Externally Applied FRP Composites," Co-author, Proceedings of The Second International Conference on Fiber Reinforced Polymer Composites in Civil Engineering, International Institute for FRP in Construction, December 2004
- "Concrete Shear-Transfer Strengthening with Externally Applied FRP Composites." 2nd International Conference on Fiber Reinforced Polymer Composites in Civil Engineering, International Institute for FRP in Construction, Adelaide, Australia, December 2004, Speaker
- "Modelo de Bielas y Tirantes Para el Calculo de Cortante por Friccion del Concreto Con el Uso de Fibras de Polimero Reforzado," Co-author, *American Concrete Institute Structural Journal*, November 2004
- "Strut-and-Tie Model for Shear Friction of Concrete with Fiber-Reinforced Polymer Composites," Co-author, *American Concrete Institute Structural Journal*, November 2004

- **CHRISTUS Spohn Hospital, Centennial Garage**, Corpus Christi, TX.* Structural assessment and design of repairs for code compliance issues of a seven-year-old parking structure.
- **Dallas / Fort Worth International Airport, Terminal A, Parking Garage**, Dallas / Fort Worth, TX.* Condition assessment and repair of a garage.
- **Greenway Condominiums**, Houston, TX.* Structural condition assessment and repairs of a 20-year old precast concrete building.
- **SLS Hotel & Casino, Assessment and Repair**, Las Vegas, NV.* Structural assessment and strengthening design to modify the occupancy of an existing hotel tower. Repairs included carbon fiber reinforced polymer composites of the existing reinforced concrete flat slabs.
- **Texas A&M University, Olsen Field, Assessment and Repair**, College Station, TX.* Structural assessment and repair of seven 150-foot-tall light poles to conform to state code requirements.
- **Texas State Technical College, John B. Connally Technology Center, Assessment and Repair**, Waco, TX.* Building foundation assessment and repair including a perimeter deep slurry wall to minimize foundation movement and soil moisture changes.
- **Washington Plaza Apartments, Assessment and Repair**, Pittsburgh, PA.* Structural assessment and design of repairs for a 50-year-old garage. Repairs included the strengthening of 35 columns using carbon fiber reinforced polymers and slabs as a result of high levels of chlorides and corrosion of the slab reinforcement.
- **John Deere SPO Buildings 1020 & 1021**, Waterloo, IA.* Structural condition assessments of two 40-year-old manufacturing facilities.
- **City of Pittsburgh, P3 Buy-Side Team**, Pittsburgh, PA.* Condition assessments of 11 parking garages including opinion of cost and projected capital maintenance investment for the next 50 years.
- **West County Center, Manchester Road and I-270 Garage**, Des Peres, MO.* Structural seismic assessment and analysis.
- **University Health System, Robert B. Green Campus, Building A, Assessment**, San Antonio, TX.* Structural foundation assessment of an 80-year-old building.
- **2100 Ross Tower, Façade Assessment,** Dallas TX.* Façade assessment of a 35-story precast concrete office tower.

Failure Investigations

- **Shooting Range Collapse Investigation**, TX.* Forensic evaluation.

- "Contribution of Externally Applied FPR Composites to Concrete Shear Transfer," 11th European Conference on Composite Materials, Rhodes, Greece, June 2, 2004, Speaker
- "Long Term Durability of FRP Composites for Infrastructure Rehabilitation," Society For The Advancement of Material and Process Engineering, Symposium and Exhibition, Long Beach, CA, May 2004, Speaker
- "Long Term Durability of Strengthened Concrete with Externally Applied FRP Composites," Society For The Advancement of Material and Process Engineering, Symposium and Exhibition, Long Beach, CA, May 2004, Speaker

Litigation Support

- **C.S.N. Building Failure, Forensic Evaluation**, IL.* Condition assessment, cause and origin litigation support services.
- **T.V.**, Las Vegas, NV.* Structural expert witness litigation support services.
- **S.S.T.C**, MA.* Building assessment and expert witness services.

Due Diligence

- **Rangers Ballpark in Arlington**, Arlington, TX.* Structural due diligence of the Texas Rangers' ballpark.

Education

- **Baylor Research and Innovation Collaborative, Central Texas Technology and Research Park**, Waco, TX.* Conversion of a 350,000-square-foot tire plant into a new research center. The project included structural renovation, strengthening and retrofit of existing foundations, lateral force resisting systems and design of new atrium and MEP penthouses. The design supports the campus' sustainability initiatives.

Hospitality

- **Caesars Palace, Renovation**, Las Vegas, NV.* Structural renovation of the main 70,000-square-foot lobby including retrofit of existing steel and masonry podiums.
- **Barney's Venetian-Palazzo Hotel**, Las Vegas, NV.* Structural design of a 10-story, steel framed retail and condominium tower.
- **Golden Nugget, Rush Tower**, Las Vegas, NV.* Structural design of a 26-story, 500,000-square-foot hotel tower. The tower includes four levels of parking and a 50,000-gallon aquarium tank.
- **Sheraton Phoenix Downtown Hotel**, Phoenix, AZ.* Structural design of a 31-story concrete tower and steel-framed podium and meeting space.

Residential

- **MGM Grand Towers**, Las Vegas, NV.* Structural design from schematic to construction documents for a 46-story, 1.1-million-square-foot condominium tower with two levels of underground parking.
- **One Scottsdale**, Phoenix, AZ.* Consulting services for structural schematic and design development of a multi-use complex that includes retail, office space, and condominium buildings.

** Denotes work performed with previous employer*

3 Fee Proposal

Thornton **Tomasetti**

Via e-mail: paula@projectcontrol.com

April 22, 2013

Paula Yancey
President
PC Sports
311 N. 8th Street, Suite 102
Lincoln, NE 68508

RE: HAYMARKET PEDESTRIAN BRIDGE CONSTRUCTION FAILURE INVESTIGATION
LINCOLN, NEBRASKA
STRUCTURAL ENGINEERING SERVICES PROPOSAL

Dear Paula,

We are pleased to submit our proposal to provide structural engineering services to your firm for the above captioned project.

I. DESCRIPTION OF THE PROJECT

We understand there was a failure and partial collapse of a concrete bridge girder which supports a pedestrian bridge soon after post-tensioning operations. The owner would like an independent investigation and review of the cause of the failure, the extent of the damage and the proposed repairs. Thornton Tomasetti proposes the following scope for an initial investigation of the failure and proposed repairs.

II. SCOPE OF SERVICES

The Scope of Services shall consist of the following:

A. Review construction documents and related relevant information for the bridge including design drawings, shop drawings, post-tension calculations and submittals, inspection reports, photos and construction records.

B. Thornton Tomasetti personnel will make a site visit to include observation of the areas in question, interviews of on-site personal and meetings with PC sports, construction manager and bridge contractors as appropriate.

C. Review of bridge contractors report and any available documentation of the events and conditions.

D. Review of bridge contractor's proposed repairs for the failed components of the bridge.

E. Prepare report of findings of the initial investigation to include recommendations for immediate action items and recommendations for further investigation as necessary. Discuss report and recommendations with the client.

III. CLIENT RESPONSIBILITY

The Client shall be responsible to:

A. Provide applicable documents, drawings, specifications, reports and other relevant data.

B. Advise Thornton Tomasetti at the time of the project's commencement of the Client's priority project requirements and budget constraints.

C. Provide access to areas required for any necessary inspection, testing, or survey.

D. It is understood that Thornton Tomasetti has the right to rely upon the accuracy and completeness of all data furnished to it.

IV. FEES

A. Fee

1. Our billing for time and expenses shall be in accordance with the attached Thornton Tomasetti Hourly Billing Rates. We estimate that the above-mentioned scope of services for the initial investigation can be completed within a **fee amount of $25,000**, which will not be exceeded without client approval.

B. Expenses

1. The following expenses are excluded from, and in addition to, the basic fee and shall be billed at cost. All other expenses shall be considered additional.

    a. Travel, out-of-town living and related expenses, courier service, and express mail.

Total Expenses for Thornton Tomasetti for this initial investigation are estimated to be a **maximum of $2,000.**

C. Payment

1. Thornton Tomasetti shall invoice you monthly for fees and expenses, and your payments shall be due within thirty (30) days of date of invoice.

V. ADDITIONAL SERVICES

The following services are not included in the Scope of Services of this Agreement and are not included in the basic fee. If authorized by the Client, Thornton Tomasetti will perform the following additional services at the attached hourly billing rates.

A. Professional consulting services relative to work which is outside the scope of our work identified above for this project.

VI. STANDARD CONDITIONS

The Thornton Tomasetti Standard Conditions, which are attached hereto, are made a part of this Agreement.

We look forward to an opportunity to be of service, and to your response to our proposal.

If the above meets with your agreement, kindly sign and return this letter agreement, keeping a copy for your records.

Regards,

THORNTON TOMASETTI, INC.

Gary Storm

Gary Storm, P.E., LEED AP
Senior Principal

ACCEPTED BY:

PC Sports

BY: _____

DATE: _____

Thornton Tomasetti

Thornton Tomasetti, Inc. (TT)
Standard Conditions for Investigation and/or Design Services

---

(1) TT will perform its services in accordance with the standards of skill and care generally exercised by other design firms in the same locale acting under similar circumstances and conditions. Client acknowledges that TT's services will be rendered without any warranty, express or implied. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or TT.

(2) To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses arising out of the Client's negligence on this project; Contractor(s)' negligence in performing the work and/or supplying the materials; or the negligence of any other party relative to the project except that, subject to paragraph 8, TT shall be liable for claims, damages, losses, judgments and expenses due to the sole negligence of TT, its owners, directors, employees and consultants.

(3) TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, or other toxic substances, infectious materials, or contaminants. To the fullest extent permitted by law, Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses which directly or indirectly arise from or relate to any such hazardous materials.

(4) If TT is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with this project, TT shall be paid by the Client for all time spent while testifying and preparing therefore and producing such records in accordance with the rates set forth in the attached agreement.

(5) TT shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

(6) The Client shall cause any Contractor responsible for construction of work designed or specified by TT or responsible for any other services relating to TT's services to indemnify TT to the fullest extent permitted by law against risks which are not normally borne by the design professions in the form of AIA Document A-201 - General Conditions of the Contract for Construction (1987 Edition), Section 3.18. Client shall also cause such Contractor(s) to name TT as an additional insured on Contractor's Comprehensive General Liability policy.

(7) Drawings, specifications, reports, and other documents prepared by TT as instruments of service are, and shall remain, the property of TT whether the project for which they are made is executed or not. They are not to be used on other projects, extensions to this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to TT.

(8) It is expressly understood and agreed that, to the fullest extent permitted by law, TT's liability arising from any claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the project shall be limited to and in no event exceed the lesser of 1) three times the basic fee received by TT for services rendered on the project or 2) TT's available insurance proceeds.

(9) Evaluation of the Owner's project budget, and/or estimates of construction cost, if included in TT's Scope of Services, represent TT's best judgment as a design professional familiar with the construction industry. It is recognized, however, that TT does not have control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, TT cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by TT.

(10) Review of Contractor submittals (for example, shop drawings), if included in TT's Scope of Services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. TT's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. TT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, TT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

(11) Periodic site visits, if included in TT's Scope of Services, shall mean that TT shall visit the site at intervals, appropriate to the stage of construction, or as otherwise agreed with Client in writing. The purpose of periodic site visits is to become generally familiar with the progress and quality of the work designed by TT and to determine in general if such work is proceeding in accordance with the Contract Documents. TT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work designed by TT. On the basis of such on-site observations as an engineer, TT shall keep Client informed of the progress and quality of the work designed by TT and shall endeavor to guard the Owner against defects and deficiencies in such work of the Contractor.

(12) Full time project representation services, if included in TT's Scope of Services, shall mean that TT shall endeavor to provide further protection for the Owner against defects in the work designed by TT. The furnishing of such full-time project representation services shall not make TT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. TT shall not have control or charge of and shall not be responsible for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work. TT shall not be responsible for the failure of the Contractor, Subcontractors or any other persons performing any work to carry out the work in accordance with the Contract Documents.

(13) If the project is to be designed, bid and constructed according to a "fast track" schedule, in consideration of the benefits to the Client of employing the fast track process (in which design services overlap the construction work and are out of sequence with the traditional project delivery method), the receipt and sufficiency of which are hereby acknowledged, and in recognition of the inherent risks of fast tracking to TT, the Client hereby agrees to waive all claims against TT, its officers, directors, employees and subconsultants (collectively, Consultant) for design changes and for required modifications by contractor of portions of the Work already constructed due to the Client's decision to employ the fast track process. In addition, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, against all damages, liabilities or costs, including reasonable attorneys's fees and defense costs, arising out of or in any way connected with the "fast tracking" of this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Consultant. The Client hereby further agrees to compensate the Consultant for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the Project in a fast track manner.

(14) TT and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

(15) If the project is suspended or abandoned in whole or in part for more than three months, TT shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the provisions set forth in this Agreement, together with all reasonable termination costs and expenses.

(16) The foregoing conditions are incorporated into any agreement under which services are to be performed by TT for the Client. If any of TT's Standard Conditions or portions thereof shall be adjudged null and void, it is agreed that the remaining Standard Conditions or portions thereof shall remain intact and be given full force and effect. These Standard Conditions shall not be construed to indemnify TT for its own negligence if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of these Standard Conditions void, or to eliminate or reduce any other indemnification or right which TT has by law.

KANSAS CITY OFFICE
2013 BILLING RATES

TITLE	HOURLY BILLING RATE
SENIOR VICE PRESIDENT/PRINCIPAL	$250.00
VICE PRESIDENT	$215.00
SENIOR ASSOCIATE	$175.00
ASSOCIATE	$160.00
SENIOR PROJECT ENGINEER/DIRECTOR	$145.00
PROJECT ENGINEER/DIRECTOR	$135.00
SENIOR BUILDING INFORMATION MODELER	$115.00
BUILDING INFORMATION MODELER	$90.00
SENIOR ENGINEER/ARCHITECT/DESIGNER	$115.00
ENGINEER/ARCHITECT/DESIGNER	$100.00
ADMINISTRATIVE SUPPORT STAFF	$70.00

Notes: (1) Out-of-pocket expenses including, but not limited to, travel, computer, long-distance telephone calls, printing, courier service, mailings, and special consultants, will be billed at our cost plus 10%.

(2) Rates are effective through December 31, 2013.

EXHIBIT "B"

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, AND HOLD HARMLESS JPA AND JPA'S MEMBERS, SUCCESSORS, ASSIGNS, OFFICERS, AND EMPLOYEES 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") CAUSALLY RELATED TO PERFORMANCE OF THE CONTRACT THAT RESULTS IN BODILY INJURY, SICKNESS, DISEASE, OR DEATH CAUSED BY ANY NEGLIGENT ACT OR OMMISSION 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.

2. INSURANCE GENERAL PROVISIONS

A. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to protect Contractor 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 Consultant 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. Contractor shall thereafter promptly notify JPA. 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 and Error and Omissions 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 out of the negligence or breach of contract, 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 of 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.

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 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 or 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.

WH 13-51 Introduce: 6-14-13

RESOLUTION NO. WH - _____

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

That the attached Amendment Nos. 003.1, 014 and 020 to the Agreement between DLR Group Inc. and the West Haymarket Joint Public Agency dated September 1, 2010 are hereby approved and the Chair of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Contract Amendments on behalf of the West Haymarket Joint Public Agency.

Adopted this ___ day of June, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 003.1

TO: Ms. Paula Yancey

Credit of Original Amendment No. 003
Credit of Public Art Contract Modification 013

(Owner or Owner's Representative)

In accordance with the Agreement dated: August 14, 2008 and Amendment No. 1 dated September 1, 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)
Lincoln Arena
Lincoln, Nebraska

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

As follows:
Task 1: Dedicated Arena Project Work Area - Lease Terminated

Task 2: Public Art Design Team Additional Work

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:
Task 1: Dedicated Arena Project Work Area - Lease Terminated
4/17/2013 Reduce not-to-exceed fee of $48,147 by Seven Thousand Five Hundred Twenty-Two Dollars and Ninety-Two Cents ($7,522.92) for a NEW NOT-TO-EXCEED FEE OF FORTY THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND EIGHT CENTS ($40,624.08).

Not to exceed fee.	($7,522.92)

Task 2: Public Art Design Team Additional Work
DLR Group

- Architectural consultation/detailing on "Box of Chocolates" wall (15 hours at $200/hour)	$ 3,000.00
- Architectural consultation and coordination on Plaza art (10 hours at $200/hour)	$ 2,000.00

AIA Document G802™ – 2007 (formerly G606™ – 2000). Copyright © 2000 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:45:30 on 06/04/2013 under Order No.3091147563_1 which expires on 04/27/2014, and is not for resale.
User Notes: (1283093591)

Task 2 cont.

RM Design Studio - Modeling time	per attached Purchase Order	$ 1,200.00
ME Engineers - Electrical Power/Distribution Design		$ 1,500.00
TCEP - Site Revisions		$ 5,160.00

Not to Exceed Sum of	$12,860.00
Revised total not to exceed, this amendment with Lease Credit	$5,337.08
Credit TCEP Public Art Fee Removed from this Amendment	($5,337.08)
Revised total not to exceed this amendment with Credits	$0.00

Time:
Work to be performed in accordance with the approved project schedule.

SUBMITTED BY:	**AGREED TO:**
(Signature)	*(Signature)*
Stanley M. Meradith, AIA Principal	Mayor Chris Beutler Chair
(Printed name and title)	*(Printed name and title)*
June 4, 2013	
(Date)	*(Date)*

AIA Document G802™ – 2007 (formerly G606™ – 2000). Copyright © 2000 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:45:30 on 06/04/2013 under Order No.3091147563_1 which expires on 04/27/2014, and is not for resale.
User Notes: (1283093591)

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 014
UNL Locker and Husker Vision Revisions

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:
UNL "Tenant" Improvements/Fit-Out

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:
UNL Locker Rooms Upgrade
- Architectural/Interiors

UNL Husker Vision Revisions
- Architectural

Agreed Upon Lump Sum of $20,000

Time:
No impact to design/construction schedule.

AIA Document G802™ – 2007 (formerly G606™ – 2000). Copyright © 2000 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:32:03 on 06/04/2013 under Order No.3091147563_1 which expires on 04/27/2014, and is not for resale.
User Notes: (877800257)

SUBMITTED BY:	AGREED TO:
(Signature)	*(Signature)*
Stan Meradith, AIA Principal	Mayor Chris Beutler Chair
(Printed name and title)	*(Printed name and title)*
June 4, 2013	
(Date)	*(Date)*

AIA Document G802™ – 2007 (formerly G606™ – 2000). Copyright © 2000 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:32:03 on 06/04/2013 under Order No.3091147563_1 which expires on 04/27/2014, and is not for resale.
User Notes: (877800257)

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 020

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

Donor Wall Graphic Design

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:
Graphic Design services for Donor Wall - Main Concourse

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:
Interior Designer:
Approximately 17 hours at $150/hour

Fee not to exceed $2,500

Time:
No impact to design/construction schedule.

AIA Document G802™ – 2007 (formerly G606™ – 2000). Copyright © 2000 and 2007 by The American Institute of Architects. **All rights reserved. WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:35:50 on 06/04/2013 under Order No.3091147563_1 which expires on 04/27/2014, and is not for resale.
User Notes: (1112625482)

SUBMITTED BY:	AGREED TO:
(Signature)	*(Signature)*
Stan Meradith, AIA Principal	Mayor Chris Beutler Chair
(Printed name and title)	*(Printed name and title)*
June 4, 2013	
(Date)	*(Date)*

AIA Document G802™ – 2007 (formerly G606™ – 2000). Copyright © 2000 and 2007 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:35:50 on 06/04/2013 under Order No.3091147563_1 which expires on 04/27/2014, and is not for resale.
User Notes: (1112625482)

WH 13-52 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the Parking Garage Management Agreement between the West Haymarket Joint Public Agency and the City of Lincoln for management of parking garages designated as Deck 1, Deck 2 and Deck 3 in the West Haymarket Addition is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute the Agreement on behalf of the West Haymarket Joint Public Agency.

The City Clerk is directed to return a copy of this Resolution and the Parking Garage Management Agreement to Rick Peo, City Law Department, for transmittal the City of Lincoln.

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

PARKING GARAGE MANAGEMENT AGREEMENT

THIS PARKING GARAGE MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of 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. City has and will continue to contract with a qualified Parking Management Firm ("Parking Manager") for the management of the City's downtown parking garages and surface parking lots.

B. Any City agreement with a Parking Manager for management of the City's parking garages shall include a clause which provides that if the City enters into an agreement with any other public agency or entity to operate a parking garage owned by such agency or entity, the Parking Manager upon the request of the City will manage said facilities at an additional fee rate based upon an agreed upon dollar amount per space per month.

C. JPA will be the owner and operator of three parking garages designated as Deck 1, Deck 2, and Deck 3. Deck 1 is located on Lot 1, Block 4, West Haymarket Addition; Deck 2 will be located on Lot 1, West Haymarket Addition; and Deck 3 will be located on Lot 1, Block 7, West Haymarket Addition. The parties shall verify and confirm the number of parking spaces in each Deck following substantial construction of the Deck.

D. JPA desires to enter into an agreement with the City wherein the City, acting through its Parking Manager, will undertake the operation and management of Decks 1, 2 and 3.

E. The City is ready, able and willing to undertake the operation and management of the JPA Decks 1, 2 and 3.

NOW, THEREFORE, in consideration of the above Recitals, and subject to the terms and conditions of hereinafter set forth, the parties hereto agree as follows:

1. The City agrees to cause its Parking Manager, as the City's agent, to operate and manage Decks 1, 2 and 3 upon the same terms and conditions as Parking Manager operates and manages the City downtown parking garages on behalf of the City. Such work includes, but is not limited to:

(a) Performing all normal and customary maintenance as necessary for the proper operation and care of Decks 1, 2 and 3.
(b) Maintaining the premises for Decks 1, 2 and 3 in a neat and clean condition at all times, including all sidewalk areas adjoining the decks.
(c) Keeping and maintaining Decks 1, 2 and 3, fixtures and equipment, including traffic control equipment, at all times in good condition and state of repair.
(d) Purchasing all necessary supplies, materials, and equipment in accordance with the City of Lincoln Purchasing Ordinances and Municipal Code. The City shall make available to JPA the benefit of any savings resulting from the volume purchasing of items, such as garage forms, equipment, and supplies, for which the City or its Parking Manager has national contracts.
(e) Depositing on a daily basis all parking receipts collected from Decks 1, 2 and 3 to the credit of the JPA in a bank designated by the JPA.
(f) Providing a suitable, complete and separate bookkeeping, accounting and reports system for each Deck covering:
    (i) Accounts receivable details.
    (ii) Daily bank deposits by Deck.
    (iii) Payroll.
    (iv) Budget projections.
    (v) Monthly and hourly revenue.
    (vi) Daily operating reports by Deck.
    (vii) Monthly operating and financial report in computerized format, to include the following, but not limited to:
        A. Peak and average usage per Deck for monthly and hourly parkers.
        B. Average hourly turnover rates.
        C. Total lease parkers.
        D. Total revenue by type.
    (viii) Monthly floor plan information including keycard numbers, name of customer, Deck assigned to, number of vehicles, total amount billed, and lease rate for each vehicle.
(g) Providing operating reports, as follows:
    (i) Detailed daily report of business activity. This report identifies tickets by hours parked, charge and cash business, and validations.
    (ii) Annual evaluation report of revenue by ticket type.
    (iii) Annual expense and revenue report. This report identifies by month: revenue per day, revenue per space, revenue per day per space, expense per day per space.

(iv) Monthly summary report. This report is due to the JPA by the 20th day of the following month and identifies:

A. Total and average parking ticket type by month and year.
B. Average transient turnover rates.
C. Total lease parkers.
D. Average percent of occupancy.
E. Total Ticket revenues.
F. Variances regarding money, tickets and total operations.

2. The JPA agrees to pay the City a management fee not to exceed the Parking Manager's per-space rate per month for the Parking Management Agreement in effect for each space in Decks 1, 2 and 3. The fee for each Deck shall commence on the respective date that each Deck has been substantially constructed and a certificate of occupancy has been issued for their use as a parking garage. The JPA further agrees to pay the City the City's actual cost to design, supply and install motorist and pedestrian way finding signs in Decks 1, 2 and 3 and to maintain, repair and/or replace improvements in Decks 1, 2 and 3.

3. Any maintenance and repair which is made necessary as the result of the negligence or carelessness of the City, or its agents or employees, shall be the exclusive responsibility of and be repaired or replaced by the City at no cost to the JPA.

4. The JPA agrees to pay the City the JPA's pro rata share of all indirect costs for the management of Decks 1, 2 and 3 based upon the ration of the total number of JPA stalls in service divided by the total number of stalls in service systemwide (i.e. JPA plus City). Such costs shall include, but not be limited to:

(a) City of Lincoln Parking Manager and Accountant Payroll, plus overhead of 38% of payroll.
(b) City of Lincoln Central Services.
(c) Rent and Share of Utilities from Administrative Office.
(d) Armored Car Services.
(e) Office Supplies.
(f) Copy Services.
(g) Vehicle Usage.
(h) Uniform Rental.

Indirect Costs will not include:

(a) Share of On Street Parking such as Meter Collections, On Street Enforcement, and Violations Administration.
(b) Share of Parking Lots.

5. The City shall submit to the JPA an invoice for all direct and indirect costs paid by the City with regard to Decks 1, 2 and 3, together with supporting documentation. The JPA shall reimburse City for all properly incurred costs which relate to the operation of Decks 1, 2 and 3. Said payment to be made within thirty (30) days following receipt of an invoice for said payment.

6. Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until August 31, 2014 and shall continue thereafter on a year-to-year basis. Notwithstanding anything in this Agreement to the contrary, either party may terminate and cancel this Agreement at any time upon thirty days advance written notice to the other party.

7. Insurance. The City shall at all times maintain public liability insurance in the form of a commercial or comprehensive general liability policy, or an acceptable substitute policy form as permitted by legal counsel for the JPA, with a minimum combined singled limit of $1,000,000.00 aggregate for any one occurrence. The City shall require any contractor or subcontractors for work on the JPA Property to carry Contractor's Public Liability and Property Damage Insurance, where applicable.

8. Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend and hold harmless the JPA, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional misconduct or the negligent act or omission of the City, or anyone for whose acts any of them may be liable. This section will not require the City to indemnify or hold harmless the JPA for any losses, claims, damages, and expenses arising out of or resulting from the gross or sole negligence of the JPA. To the fullest extent permitted by law, the JPA shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional misconduct or the negligent act or omission of the JPA, or anyone for whose acts any of them may be liable. This section will not require the JPA to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the gross or sole negligence of the City. The City and the JPA do not waive their respective governmental immunity by entering into this Agreement and both shall fully retain all immunities and defenses provided by law. This section survives any termination of this Agreement.

9. Capacity. The undersigned individuals do hereby agree and represent that they are legally capable to sign this Agreement and to lawfully bind the parties to this Agreement.

Executed by the JPA and City this _____ day of _____, 2013.

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor of Lincoln

WEST HAYMARKET JOINT PUBLIC AGENCY

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

WH 13-53 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the two attached FF&E Arena Contracts between the West Haymarket Joint Public Agency and A.A. Horwath and Sons for installation of washers and dryers pursuant to Bid No. 13-161 in the amount of $21,040.00; and between the West Haymarket Joint Public Agency and Bear Communications, Inc. for Two-Way Radio Systems pursuant to Bid No. 13-166 in the amount of $123,607.00, are hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Contracts on behalf of the Joint Public Agency.

The City Clerk is directed to return one fully executed original of each Contract to Rick Peo for transmittal to A.A. Horwath and Sons and Bear Communications, Inc.

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Bid No. 13-161

COMMERCIAL WASHER & DRYER CONTRACT

THIS COMMERCIAL WASHER & DRYER CONTRACT ("Contract") is made and entered into as of this ___ day of _____, 2013, by and between **A. A. HORWATH AND SONS**, hereinafter called "Vendor," and the **WEST HAYMARKET JOINT PUBLIC AGENCY**, hereinafter called "JPA."

RECITALS

WHEREAS, JPA has caused to be prepared, in accordance with law, specifications for the furnishing and installation of a Milner 30022-H8J Washer and two Milner M758V Dryers or approval equals ("Washer & Dryers") for Pinnacle Bank Arena ("Specifications") and other Contract Documents for the furnishing and installation of the Washer & Dryers hereinafter described, and has approved and adopted said documents and has caused to be published a Notice to Bidders advertisement for and in connection with the Contract.

WHEREAS, the Vendor, in response to such advertisement, has submitted to the JPA, in the manner and in the time specified, a sealed Supplier Response in accordance with the terms of said advertisement and the Specifications for the Washer & Dryers.

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 Vendor to be the lowest and best bidder for the furnishing and installation of the Washer & Dryers for the total sum of Twenty-one Thousand Forty and 00/100ths Dollars ($21,040.00). Copies of the Bid Opportunity Detail, Notice to Bidders, Specifications, Addendums 1, 2 and 3 and Supplier Response (collectively "Bid Documents") are attached hereto as Exhibit A.

WHEREAS, JPA desires to engage Vendor for the furnishing and installation of the Washer & Dryers on the terms and conditions herein provided.

WHEREAS, Vendor hereby represents that Vendor is willing and able to furnish and install the Washer & Dryers in accordance with this Contract.

NOW, THEREFORE, in consideration of the above Recitals and the below mutual covenants and agreements the Parties hereto, the Vendor and JPA do hereby agree as follows:

SCOPE OF SERVICES. The Vendor shall furnish and install the Washer & Dryers as described in the Bid Documents and shall do everything required by this Contract. Vendor shall furnish all labor, materials, equipment, services, shipping, loading, packing and cleanup that is necessary for the Vendor's performance of this Contract.

COMPENSATION. JPA agrees to pay to Vendor for the furnishing and installation of the Washer & Dryers the amount of $21,040.00 set forth in the Supplier Response and Vendor agrees to accept said amount as full compensation therefor. Vendor represents that said amount includes Vendor's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to the Washer & Dryers or this Contract. Vendor shall defend suits on claims for infringement or any patent, copyright, trademark or other intangible rights in any way related to this Contract.

DAVIS-BACON ACT. Vendor agrees to comply with the Davis-Bacon Act. Vendor 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 Vendor 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.

Vendor further agrees to pay the prevailing wages set forth in the Building Construction Including Work on Industrial Sites General Wage Decision, NE130058 dated 04/19/2013 ("Effective Wage Decision"). Said Effective Wage Decision is included in the Other Attached Contract Documents (Exhibit D). Vendor 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 installation of the Washer & Dryers. Vendor 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. Vendor 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.

TIME OF COMPLETION. The furnishing and installation of the Washer & Dryers under this Contract shall be commenced as soon as possible and said Washer & Dryers shall be delivered and installed no later than August 1, 2013. Failure to meet the terms of the Contract on or before the Completion Date may result in forfeiture of the performance bonds or deposit of any; and shall be deemed a breach of this Contract.

INDEMNIFICATION. Vendor agrees to defend, indemnify and hold harmless JPA to the same extent and under the same terms and conditions as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B.

INSURANCE. Vendor shall at all times during the term of this Contract purchase and maintain in place insurance coverage as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B, except that the required commercial general liability coverage shall be reduced to $1,000,000 per occurrence and $2,000,000 aggregate provided that Vendor provides Umbrella or Excess insurance coverage with minimum coverage limits of $3,000,000 per occurrence and aggregate. Vendor agrees to provide all types of insurance required by the JPA. Vendor will furnish coverages against any and all perils required by the JPA.

NON-RAIDING CLAUSE. Vendor shall not engage the services of any person or persons presently in the employ of the JPA for work covered by this Contract without the written consent of the JPA.

TERMINATION OF CONTRACT.

A. This Contract may be terminated by the Vendor if the JPA fails to adequately perform any material obligation required by this Contract ("Default"). Termination rights under this paragraph may be exercised only if the JPA fails to cure a Default within ten (10) calendar days after receiving written notice from the Vendor specifying the nature of the Default.

B. The JPA may terminate this Contract, in whole or part, for any reason for the JPA's own convenience upon at least ten days written notice to the Vendor.

If the Contract is terminated by either the JPA or Vendor as provided in A or B above, Vendor shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the above-mentioned Contract amount, up until the date of termination.

Vendor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of termination.

FAIR EMPLOYMENT. In connection with the performance of work under this Contract, Vendor agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122, as amended.

FAIR LABOR STANDARDS. The Vendor shall maintain Fair Labor Standards in the performance of this Contract as required by Chapter 73, Nebraska Revised Statues, as amended.

ASSIGNABILITY. The Vendor shall not assign any interest in this Contract, delegate any duties or work required under this Contract, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the JPA thereto; provided, however, that claims for money due or to become due to the Vendor from JPA under this Contract may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the JPA.

INTEREST OF VENDOR. Vendor covenants that Vendor presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed under this Contract. Vendor further covenants that in the performance of this Contract, no person having any such interest shall be employed or retained by Vendor under this Contract.

INDEPENDENT CONTRACTOR. The JPA is interested only in the results produced by this Contract. Vendor has sole and exclusive charge and control of the manner and means of performance. Vendor shall perform as an independent contractor and it is expressly understood and agreed that Vendor is not an employee of the JPA and is not entitled to any benefits to which JPA employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

NEBRASKA LAW. This Contract shall be construed and interpreted according to the laws of the State of Nebraska.

INTEGRATION. This Contract represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Contract.

AMENDMENT. This Contract may be amended or modified only in writing signed by both the JPA and Vendor.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

FEDERAL IMMIGRATION VERIFICATION.

A. If the Vendor is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Vendor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Vendor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Vendor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

B. If the Vendor is an individual or sole proprietor, the Vendor agrees to complete the United States Citizenship Attestation Form as provided by the JPA and attach it to the Contract.

C. Public Benefits Eligibility Status Check. If the Vendor is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Vendor agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Vendor agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, the Vendor shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the JPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

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

1. Bid Documents – Exhibit A.
2. Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012) - Exhibit B.
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. Executive Order No 83319.
   e. 29 C.F.R. § 5.5(a) Contract Provisions.
   f. Effective Wage Decision.
   g. Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323.
5. Other Non-Attached Contract Documents:
   a. 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.
   b. Any Bid Documents and/or Bid Attachments listed in the Bid Opportunity Detail or attached to Vendor's Bid and 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.

If anything in the other Contract Documents is inconsistent with the Specifications, the Specifications shall govern. If anything in the Specifications is inconsistent with this Contract, this Contract shall govern.

The Vendor 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.

REPRESENTATIONS. Each party hereby certifies, represents and warrants to the other party that the execution of this Contract is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Vendor and JPA do hereby execute this Contract as of the Execution Date set forth above.

VENDOR: **A. A. HORWATH AND SONS**

By: _____
Title: _____

JPA: **WEST HAYMARKET JOINT PUBLIC AGENCY**

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

EXHIBIT A

Bid Documents

Approved by Law
5-23-2013

CITY OF LINCOLN NEBRASKA

LANCASTER COUNTY NEBRASKA

Return to Login • Supplier Registration

Bid Opportunity Detail

Bid Number 13-161 Addendum 3 (Commercial Washer and Dryer for Pinnacle Bank Arena)
Close Date & Time 5/22/2013 12:00:00 PM Central
Bid Duration 14 days 21 hours 23 minutes 18 seconds

Bid Information

Bid Type	Bid
Issue Date & Time	5/7/2013 2:36:41 PM Central
Close Date & Time	5/22/2013 12:00:00 PM Central
Bid Status	Unsealed
Bid Notes	

Contact Information

Contact Name	Vince Mejer Purchasing Agent
Address	Purchasing 440 S. 8th St. Lincoln, NE 68508 USA
Department	Purchasing
Floor/Room	Suite 200
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	Acrobat (PDF)	PDF Invitation to Bid
Bid Tabulation by Supplier Spreadsheet	Excel 2007 (XLS)	Bid Tabulation by Supplier Spreadsheet
Bid Tabulation by Line Item Spreadsheet	Excel 2007 (XLS)	Bid Tabulation by Line Item Spreadsheet

Bid Attachments

Location	File Name	Description
Header	13-161 adv.pdf (9KB)	Notice to Bidders
Header	JPA Insurance March 2012.pdf (236KB)	Insurance Requirements
Header	JPA SUPPLY BOND - EXAMPLE.pdf (15KB)	JPA Sample Supply Bond
Header	13-161.pdf (20KB)	Specifications
Header	13-161ad1.pdf (6KB)	Addendum No. 1
Header	13-161 - SAMPLE with EXHIBITS.pdf (2.89MB)	Sample Contracts with Exhibits (per Addendum No. 1)
Header	13-161Ad2.pdf (6KB)	Addendum No. 2
Header	13-161Ad3.pdf (7KB)	Addendum No. 3

Event Participation

Supplier Name	City	State	Contact
4md medical solutions	lakewood	NJ	
A. A. Horwath and Sons	Omaha	NE	Jim Horwath
AAA Midwest Laundry	Omaha	NE	Joe Scarpello
Aj Madison	brooklyn	NY	jack wise
American Hotel Register Company	Vernon Hills	IL	
AMERICAS COMPUTER COMPANY	SAN ANTONIO	TX	
Amsan Omaha	omaha	NE	
Aqua Systems of NE	Lincoln	NE	
Aramark Uniform Services	Lincoln	NE	Jerry Dawdy
Atafa	Cambridge	MA	

Advertise 1 time
Wednesday, May 8, 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, Wednesday, May 22, 2013** for providing the following:

Commercial Washer & Dryers
for Pinnacle Bank Arena
Bid No. 13-161

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")

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of 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) 441-7417 or vmejer@lincoln.ne.gov

Addendum #1

Commercial Washer and Dryer
for Pinnacle Bank Arena

Bid No. 13-161

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 with attached exhibits for this project has been attached to this bid.**

All other terms and conditions shall remain unchanged.

Dated this 15th day of May, 2013.

Vince M. Mejer
Purchasing Agent

Addendum #2
Commercial Washer and Dryer for Pinnacle Bank Arena
Bid No. 13-161

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:

Question **We can't find a machine that matches this model number or specs in Milnor's product listing. It used to be a machine they offered but think it has been discontinued. Is this a rigid or soft-mount machine? What is the extraction speed rpm's? What controller does the machine have?**

Answer The acceptable solution from Milnor will be Model 30022 V8Z

All other terms and conditions shall remain unchanged.

Issued this 16th day of May 2013

Vince M. Mejer

Addendum #3
Commercial Washer and Dryer for Pinnacle Bank Arena
Bid No. 13-161

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:

Question We have general insurance coverage of $1M for each occurrence & $2M aggregate & $3M umbrella which meets the requirements in the sample contract. However, under the insurance general provisions in exhibit B, it shows the minimums to be $5M/$10M. To increase our coverage to $5M/$10M would cost us almost as much as the total cost of the laundry equipment in this bid.

Answer $1M for each occurrence & $2M aggregate & $3M umbrella is acceptable.

Question Will training on the laundry equipment take place at the time of installation or at a later date?

Answer Per section 4.1 once installed a representative shall do the instructions.

Question Are we responsible for final connections to utilities or will the trades handle that?

Answer Yes, we desire a turnkey project.

All other terms and conditions shall remain unchanged

Issued this 16th Day of May 2013.

Vince M. Mejer
Purchasing Agent

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

Bid Information

Bid Creator	Vince Mejer Purchasing Agent
Email	vmejer@lincoln.ne.gov
Phone	1 (402) 441-8314
Fax	1 (402) 441-6513
Bid Number	13-161 Addendum 3
Title	Commercial Washer and Dryer for Pinnacle Bank Arena
Bid Type	Bid
Issue Date	05/07/2013
Close Date	5/22/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Vince Mejer Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	1 (402) 441-8314
Fax	1 (402) 441-6513
Email	vmejer@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	A. A. Horwath and Sons
Address	1002 South 13th Street Omaha , NE 68108
Contact	Jim Horwath
Department	
Building	
Floor/Room	
Telephone	1 (402) 342-1299
Fax	1 (402) 342-1926
Email	info@aahorwath.com
Submitted	5/22/2013 9:40:36 AM CT
Total	$21,040.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications and drawings/plans.	Yes
4	Bond	I acknowledge that a Supply Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
5	Tax Exempt Certification 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 excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
6	Vendor Responses	I have attached any additional information requested in the specifications to the Response Attachments section of this bid.	Yes
7	Contact	Name of person submitting this bid:	James Horwath
8	Electronic Signature	Please check here for your electronic signature.	Yes
9	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: Attached Addendum No. 1.	Yes
10	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: Attached Addendum No. 2.	Yes
11	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

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Supply and install commercial washer per specifications, Milner 30022-H8J, or equal	$11,960.00
	Item Notes:			
	Supplier Notes:			
2	2	EA	Supply and install commericial dryers per specifications, Milner M758V, or equal	$4,540.00
	Item Notes:			
	Supplier Notes:			
			Response Total:	$21,040.00

PINNACLE BANK ARENA
LINCOLN, NE
INVITATION FOR BID
COMMERCIAL WASHER AND DRYERS
SPECIFICATIONS
Bid No. 13-161

1. **SCOPE**
   - 1.1 The furnishing and installation of one (1) Commercial Washer and two (2) Commercial Dryers.
   - 1.2 The facility personnel responsible for use of these units shall be instructed and trained by a qualified representative.
   - 1.3 All three units to be installed by August 1, 2013

2. **REFERENCES**
   - 2.1 Bidders shall include the name, address, phone number, contact person where said units have been installed within the last three (3) years.

3. **MANUFACTURER**
   - 3.1 Complete and full manufactures brochures an literature to include warranty and parts list.
   - 3.2 Materials or brands other than those listed must be submitted and approved by the Owner, see section 8 of the instructions to bidders.

4. **INSTALLATION AND TRAINING**
   - 4.1 Vendor shall provide at no cost to the owner, a qualified representative during the initial installation to instruct the owner's personnel on the proper uses and operations and maintenance of the Washer and Dryers.
   - 4.2 Service technician shall be trained and certified by the manufacturer.
   - 4.3 This technician shall commission the system as follows:
     - 4.3.1 Safety of each unit.
     - 4.3.2 Mechanically adjust each unit for turnkey operation.
     - 4.3.3 Hookup to include but not limited to hoses, gas lines and metal venting..
     - 4.3.4 Davis Bacon Rates apply.

5. **SUBMITTALS**
   - 5.1 Specification - Submit manufacturers complete units specification sheets.
   - 5.2 Maintenance Literature - Upon completion of installation, provide "Assembly and Disassembly for maintenance and to instruct the owner or individuals in charge and responsible for the upkeep of the system.

6. **WARRANTY**
   - 6.1 The manufacturer is to warrant the units supplied will be free from manufacturing defects for a period of one (1) year.

7. **Milner 30022-H8J Washer**
   - 7.1 The items specified shall be Milner 30022-H8J or APPROVED EQUAL
   - 7.2 Single motor inverter drive
   - 7.3 Electrically-operated valves
   - 7.4 Programmable overnight bath soak
   - 7.5 Fixed guards and safety covers
   - 7.6 Control reads in English and second language

7.7 Vacuum fluorescent display
7.8 Programmable water temperature for each bath
7.9 Fresh-water-flushing chemical manifold
7.10 Six (6) liquid chemical injection ports
7.11 60 lb rated capacity
7.12 38.25"W x 53.18"D x 61.25"H
7.13 Cylinder shall measure 30" width x 22" depth
7.14 Cylinder volume shall be 9 cubic feet
7.15 Wash speed shall be 38-43 RPM
7.16 Distribution speed shall be 65 RPM
7.17 5 Horsepower single motor
7.18 Water valve connection shall be 0.75"
7.19 Drain valve connection shall be 3"

8. MILNER M758V DRYER

8.1 The items specified shall be Milner M758V Dryers or APPROVED EQUAL
8.2 Maximum capacity of 75 lb.
8.3 Basket diameter of 36.25"
8.4 Basket Depth of 36"
8.5 Basket volume shall be 21.5 cubic feet
8.6 Door Opening shall be 31.38"
8.7 Basket Motor shall be 1 HP (non-reversing)
8.8 Reversing basket motor shall be .5 HP
8.9 Reversing blower motor shall be .5 HP
8.10 Overall 38.25"W x 48"D x 75.13"H
8.11 Natural Gas Connection
8.12 Airflow 1,000 CFM
8.13 Heat input 175,000 btu/hr
8.14 Gas Inlet .75 NPT
8.15 Exhaust diameter 8"

9. COMPANY INFORMATION

9.1 Provide company history of providing washer and dryers in a commercial environment including acquisitions and any product changes as a result.
9.2 Provide information on five (5) recent projects of similar size or scope that have been completed by your company.
9.2.1 Provide the project name and a client point of contact for each with name, title, address email and phone number.
9.3 Describe the firm's ability to support the schedule and delivery requirements.
9.4 Describe the firm's customer support program for resolution of warranty items.

10. PROJECT DESCRIPTION

10.1 Project Description and Construction Team:
10.1.1 Owner: West Haymarket JPA (Joint Public Agency)
10.1.2 Arena Operator: SMG
10.1.3 JPA Program Manager: PC Sports
10.1.4 Project Architect: DLR Group
10.1.5 Contractor: Mortenson Construction

10.2 Project location:
Pinnacle Bank Arena
600 R Street
Lincoln, NE 68508

10.3 Type of Construction:

10.3.1 The project consist of a 16,000 seat arena of approximately five levels to include Event Level, Main Concourse, Premium Suite Level, Upper Concourse and the catwalk level.

10.3.2 The attached garage is approximately 280 spaces and is a three-level precast structure.

11. CONTRACT

11.1 The Vendor contract will need to be approved by the JPA at a formal board meeting.

10.1.1 A notice to proceed will follow the approval.

11.2 Vendor will have to get any permits required.

12. QUALIFICATIONS

12.1 All units must include a one (1) year warranty free from any and all manufacturing defects

12.2 All submitters must state the location that the units are manufactured, assemble or produced.

12.3 The manufacturer must have an established reputation in the units proposed.

12.4 The manufacturer must list five (5) similar type facilities that have opened in the past three (3) years in which the proposed units are currently in use.

13. SECURITY

13.1 Access will be restricted only to those having business on the site.

13.2 Further security of this Vendor's material, equipment, and plant must be provided by this Vendor.

14. SAFETY MEASURES

14.1 All persons must wear safety helmets, eye wear, appropriate gloves and comply with the arena contractor's safety requirements.

14.2 The Vendor is to comply with all applicable sections of governing federal, state and all local city authorities, unless otherwise specified.

14.3 In the event of conflict between any of the provisions of municipal by-laws, state acts or federal codes, the most restrictive shall apply.

15. USE OF WORK AREA

15.1 Delivery of supplies, equipment and/or materials to the site shall be along routes designated by the Arena Contractor or his representative.

15.2 The Vendor must obtain prior approval from the Owner or his representative of areas proposed for temporary storage, stockpiling, equipment, maintenance or operations.

15.3 Working areas shall be chosen by the Owner or his representative in cooperation with the Arena Contractor.

15.4 The Vendor shall be responsible for repairing, at no cost to the Owner, all damages caused by the work of the Contract.

16. DISCREPANCIES AND OMISSIONS

16.1 Vendor finding discrepancies in, or omissions from the specifications or other documents, or having any doubt as to meaning or intent of any part thereof, shall at once notify the JPA's Purchasing Agent in writing, he will send written instructions in the form of an Addendum.

16.2 Direct inquiries to:

Vince M. Mejer
440 S. 8th Street, Suite 200
Lincoln, NE 68508
Fax: 402.441.6513
Vmejer@lincoln.ne.gov

17. ORAL INSTRUCTIONS

17.1 Proposals shall not contain any recapitulation of work to be done.

17.2 No oral or telephonic proposals or modifications will be considered.

17.3 Neither the Owner nor the JPA Program Manager shall be responsible for oral instructions.

18. ERRORS IN BIDS

18.1 Owner will not entertain requests for gratuitous payments arising from errors alleged to have been made in Bid that he has accepted.

19. ALTERNATIVE, SEPARATE AND ITEMIZED PRICES

19.1 Where separate and itemized prices are requested, it is agreed that such prices may be accepted at any time within a period of ninety (90) days after closing date for prices.

20. CO-OPERATION, CONSTRUCTION AND INTERFACING WITH OTHER CONTRACTORS

20.1 Insure that all trades co-operate with each other to insure that work will be carried out expeditiously and will be satisfactory in all respects at completion.

20.2 Insure that all examine the Plans and Specifications covering the work of all other sections.

20.3 This Vendor shall coordinate his work with the work of other Contractors at the site and shall not commit or permit any act which will interfere with the performance of the work of other Contractors.

20.3.1 Where this Vendor's work adjoins that of other Contractors, he shall confer with them as required and so arrange his work that there shall be no discrepancies when the whole work is completed.

20.3.2 If this Vendor fails to cooperate with or coordinate his work with the work of other contractors, he shall not make any claim founded on delays which have resulted from such failure and he shall save the Owner harmless from all claims made by other Contractors which are founded on delays caused by such failure.

20.4 If any part of the work depends on its proper execution or results upon the work of other contractors, this Vendor shall report promptly advise the Owner in writing any defects in the work of such other Contractors that interfere with the proper execution of the work.

20.5 Should the Vendor fail to inspect and report, he shall have no claim against the Owner by reason of defective or unfinished work of any other Contractor except as to latent defects no reasonably observable at the time of the commencement of the Vendor's work.

20.6 The Vendor shall be responsible for any and all damages caused by his or her negligence or failure to coordinate his work with that of other Contractors and any additional expenses arising therefrom.

20.7 There may be other Contractors or forces of the Owner working in the same area where work under this Contract will be performed.

20.7.1 The Owner or his designated representative will use his or her best efforts to assist with coordination of work of all Contractors so as to minimize interference with or suspension of work of any other Contractor.

20.7.2 These coordination efforts shall be consistent with orderly and expeditious performance and completion of the project as a whole.

20.8 The Vendor must anticipate that this work may be interfered with or suspended from time to time on account of concurrent performance of the work by other contractors.

20.8.1 This Contractor shall, if requested by the Owner of his designated representative, arrange his work under the Contract with the work being performed by other Contractors.

20.8.2 Furthermore, the Owner or his designated representative may direct that certain facilities be used mutually by the Contractor and other persons.

20.9 Prior to the commencement of the work, the Vendor accompanied by the Owner or his designated representative, shall inspect all previous works executed by other trades and shall report his approval promptly in writing.

20.10 If any part of the work executed is unsatisfactory, this Vendor shall so report in writing to the Owner or his designated representative prior to the commencement of his work.

20.11 If the necessity for corrective work is established, the Owner or his designated representative will proceed with these corrections.

20.12 Should the Vendor fail so to inspect and report as mentioned above, he will become responsible for all uncorrected works executed by other trades, and he shall have no claim against the Owner by reason of defective or unfinished work of any other Contractor, and he shall correct the work as required at this own expense.

20.13 All Scope of Work for this Package will need to be coordinated with the main arena contractor's schedule (Mortenson).

20.13.1 This will be done in more detail once a Vendor is selected and delivery/install timelines are established.

EXHIBIT B

Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012)

Approved by Law
5-23-2013

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 OMMISSION 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 of 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 or 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.

EXHIBIT C

Intentionally Omitted

Approved by Law
5-23-2013

EXHIBIT D

Other Contract Documents

Approved by Law
5-23-2013

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 practiceable 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; an d

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 satutory 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: _____

Name and Title:

Signature: _____

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

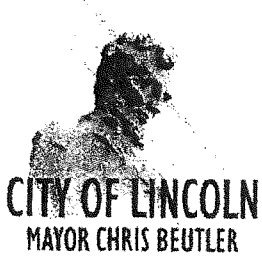
    15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, 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)

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

EXHIBIT D

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

EXHIBIT D

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

EXHIBIT D

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

EXHIBIT D

29 C.F.R. § 5.5

Code of Federal Regulations Currentness
Title 29. Labor
Subtitle A. Office of the Secretary of Labor
Part 5. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)
Subpart A. Davis-Bacon and Related Acts Provisions and Procedures

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when

Exhibit D

the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract,

Exhibit D

the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

Exhibit D

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the

name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-01
(a)(1)(ii)(C)	1215-01
(a)(1)(iv)	1215-01
(a)(3)(i)	1215-0140, 1215-00
(a)(3)(ii)(A)	1215-01
(c)	1215-0140, 1215-00

[29 FR 100, Jan. 4, 1964, as amended at 29 FR 13463, Sept. 30, 1964; 30 FR 13136, Oct. 15, 1965; 36 FR 19304, Oct. 2, 1971; 40 FR 30481, July 21, 1975; 41 FR 10063, March 9, 1976; 47 FR 145, Jan. 5, 1982; 51 FR 12265, April 9, 1986; 54 FR 4243, Jan. 27, 1989; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 61 FR 68641, Dec. 30, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 74 FR 2862, Jan. 16, 2009]

SOURCE: 48 FR 19541, April 29, 1983; 51 FR 12265, April 9, 1986; 61 FR 40716, Aug. 5, 1996; 65 FR 80278, Dec. 20, 2000; 73 FR 77511, Dec. 19, 2008, unless otherwise noted.

AUTHORITY: 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 et seq.; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 et seq.; and the laws listed in 5.1(a) of this part; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.; 40 U.S.C. 276a-276a-7; 40 U.S.C. 276c; 40 U.S.C. 327-332; Reorganization Plan No. 14 of 1950, 5 U.S.C. Appendix; 5 U.S.C. 301; and the statutes listed in section 5.1(a) of this part.

NOTES OF DECISIONS

29 C. F. R. § 5.5, 29 CFR § 5.5

Current through December 15, 2011; 76 FR 77913.

© 2011 Thomson Reuters

END OF DOCUMENT

(c) 2011 Thomson Reuters. No Claim to Orig. US Gov. Works.

Exhibit D

>

General Decision Number: NE130058 04/19/2013 NE58

Superseded General Decision Number: NE20120065

State: Nebraska

Construction Type: Building
BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Lancaster County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	03/22/2013
2	04/19/2013

CARP0444-002 07/01/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	$ 21.18	9.98

ELEC0265-003 09/01/2012

	Rates	Fringes
ELECTRICIAN		
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:
Zone 1: 0 to 35 miles from the main Post Office in Lincoln
Zone 2: 36 to 50 miles from the main Post Office in Lincoln
Zone 3: 51 to 75 miles from the main Post Office in Lincoln
Zone 4: 76 miles and over from the main Post Office in Lincoln

---

ELEV0028-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC	$ 39.09	25.185+a+b

FOOTNOTE:
a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0571-004 10/01/2012

	Rates	Fringes
OPERATOR: Crane	$ 27.03	9.59
OPERATOR: Forklift	$ 21.65	9.59

IRON0021-002 06/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 26.37	11.95

LABO1140-003 01/01/2011

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod)	$ 18.13	7.85

PLUM0464-007 06/01/2012

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 32.29	14.34

---

* SHEE0003-002 07/01/2012

	Rates	Fringes
SHEET METAL WORKER (Excludes Installation of HVAC Duct)	$ 31.71	13.34

SUNE2011-032 10/27/2011

	Rates	Fringes
BRICKLAYER	$ 24.44	0.00
CARPENTER	$ 18.50	1.80
CEMENT MASON/CONCRETE FINISHER	$ 15.73	2.06
ELECTRICIAN (Alarm Installation)	$ 19.68	4.12
ELECTRICIAN (Low Voltage Wiring)	$ 20.15	4.84
FORM WORKER	$ 14.97	2.06
LABORER: Common or General	$ 12.03	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 20.68	4.93
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.72	2.10

OPERATOR: Loader.....$ 19.27 4.00

PAINTER: Brush, Roller and
Spray.....$ 14.26 0.00

PLUMBER, Excludes HVAC Pipe
Installation.....$ 22.89 6.04

ROOFER.....$ 13.57 0.77

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 21.89 6.30

TRUCK DRIVER, Includes Dump
and Tandem Truck.....$ 14.09 2.49

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

==========

Unlisted classifications needed for work not included within 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

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

(S E A L)

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Bid No. 13-166

TWO-WAY RADIO SYSTEM CONTRACT

THIS TWO-WAY RADIO SYSTEM CONTRACT ("Contract") is made and entered into as of this _____ day of _____, 2013, by and between **BEAR COMMUNICATIONS, INC.,** hereinafter called "Vendor," and the **WEST HAYMARKET JOINT PUBLIC AGENCY**, hereinafter called "JPA."

RECITALS

WHEREAS, JPA has caused to be prepared, in accordance with law, specifications for a Two-Way Radio System ("System") for Pinnacle Bank Arena ("Specifications") and other Contract Documents for the procurement, delivery and installation of the System hereinafter described, and has approved and adopted said documents and has caused to be published a Notice to Bidders advertisement for and in connection with the Contract.

WHEREAS, the Vendor, in response to such advertisement, has submitted to the JPA, in the manner and in the time specified, a sealed Supplier Response in accordance with the terms of said advertisement and the Specifications for the System.

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 Vendor to be the lowest and best bidder for the furnishing of the hardware and software and installation of the System for the total sum of One Hundred Twenty-Three Thousand Six Hundred Seven and No/100ths Dollars ($123,607.00). Copies of the Bid Opportunity Detail, Notice to Bidders, Instructions to Bidders, Specifications, Addendums 1-5, Supplier Response, and Amended Quote (collectively "Bid Documents") are attached hereto as Exhibit A.

WHEREAS, JPA desires to engage Vendor for the furnishing of hardware and software and installation of the System on the terms and conditions herein provided.

WHEREAS, Vendor hereby represents that Vendor is willing and able to furnish the hardware and software and install the System in accordance with this Contract.

NOW, THEREFORE, in consideration of the above Recitals and the below mutual covenants and agreements the Parties hereto, the Vendor and JPA do hereby agree as follows:

SCOPE OF SERVICES. The Vendor shall furnish the hardware and software and install the System as described in the Bid Documents and shall do everything required by this Contract. Vendor shall furnish all labor, materials, equipment, services, shipping, loading, packing and cleanup that are necessary for the Vendor's performance of this Contract.

COMPENSATION. JPA agrees to pay to Vendor for the furnishing of hardware and software and installation of the System the amount of $123,607.00 set forth in the Amended Quote and Vendor agrees to accept said amount as full compensation therefor. Vendor represents that said amount includes Vendor's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to the System or this Contract. Vendor shall defend suits on claims for infringement or any patent, copyright, trademark or other intangible rights in any way related to this Contract.

DAVIS-BACON ACT. Vendor agrees to comply with the Davis-Bacon Act. Vendor 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 Vendor 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.

Vendor further agrees to pay the prevailing wages set forth in the Building Construction Including Work on Industrial Sites General Wage Decision, NE130058 dated 04/19/2013 ("Effective Wage Decision"). Said Effective Wage Decision is included in the Other Attached Contract Documents (Exhibit D). Vendor 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 design and installation of the System. Vendor 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. Vendor 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.

TIME OF COMPLETION. The furnishing of hardware and software and installation of the System under this Contract shall be commenced as soon as possible and said hardware and software shall be delivered and the System installed no later than August 1, 2013. Failure to meet the terms of the Contract on or before the Completion Date may result in forfeiture of the performance bonds or deposit of any; and shall be deemed a breach of this Contract.

INDEMNIFICATION. Vendor agrees to defend, indemnify and hold harmless JPA to the same extent and under the same terms and conditions as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B.

INSURANCE. Vendor shall at all times during the term of this Contract purchase and maintain in place insurance coverage as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B, except that the required commercial general liability coverage shall be reduced to $1,000,000 per occurrence and $2,000,000 aggregate provided that Vendor provides Umbrella or Excess insurance coverage with minimum coverage limits of $3,000,000 per occurrence and aggregate. Vendor agrees to provide all types of insurance required by the JPA. Vendor will furnish coverages against any and all perils required by the JPA.

NON-RAIDING CLAUSE. Vendor shall not engage the services of any person or persons presently in the employ of the JPA for work covered by this Contract without the written consent of the JPA.

TERMINATION OF CONTRACT.

A. This Contract may be terminated by the Vendor if the JPA fails to adequately perform any material obligation required by this Contract ("Default"). Termination rights under this paragraph may be exercised only if the JPA fails to cure a Default within ten (10) calendar days after receiving written notice from the Vendor specifying the nature of the Default.

B. The JPA may terminate this Contract, in whole or part, for any reason for the JPA's own convenience upon at least ten days written notice to the Vendor.

If the Contract is terminated by either the JPA or Vendor as provided in A or B above, Vendor shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the above-mentioned Contract amount, up until the date of termination.

Vendor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of termination.

FAIR EMPLOYMENT. In connection with the performance of work under this Contract, Vendor agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122, as amended.

FAIR LABOR STANDARDS. The Vendor shall maintain Fair Labor Standards in the performance of this Contract as required by Chapter 73, Nebraska Revised Statues, as amended.

ASSIGNABILITY. The Vendor shall not assign any interest in this Contract, delegate any duties or work required under this Contract, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the JPA thereto; provided, however, that claims for money due or to become due to the Vendor from JPA under this Contract may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the JPA.

INTEREST OF VENDOR. Vendor covenants that Vendor presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required to be performed under this Contract. Vendor further covenants that in the performance of this Contract, no person having any such interest shall be employed or retained by Vendor under this Contract.

INDEPENDENT CONTRACTOR. The JPA is interested only in the results produced by this Contract. Vendor has sole and exclusive charge and control of the manner and means of performance. Vendor shall perform as an independent contractor and it is expressly understood and agreed that Vendor is not an employee of the JPA and is not entitled to any benefits to which JPA employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

NEBRASKA LAW. This Contract shall be construed and interpreted according to the laws of the State of Nebraska.

INTEGRATION. This Contract represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Contract.

AMENDMENT. This Contract may be amended or modified only in writing signed by both the JPA and Vendor.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

FEDERAL IMMIGRATION VERIFICATION.

A. If the Vendor is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Vendor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Vendor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The Vendor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

B. If the Vendor is an individual or sole proprietor, the Vendor agrees to complete the United States Citizenship Attestation Form as provided by the JPA and attach it to the Contract.

C. Public Benefits Eligibility Status Check. If the Vendor is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Vendor agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Vendor agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, the Vendor shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the JPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

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

1. Bid Documents – Exhibit A.
2. Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012) - Exhibit B.
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. Executive Order No 83319.
   e. 29 C.F.R. § 5.5(a) Contract Provisions.
   f. Effective Wage Decision.
   g. Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323.
5. Other Non-Attached Contract Documents:
   a. 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.
   b. 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.

If anything in the other Contract Documents is inconsistent with the Specifications, the Specifications shall govern. I anything in the Specifications is inconsistent with this Contract, this Contract shall govern.

The Vendor 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.

REPRESENTATIONS. Each party hereby certifies, represents and warrants to the other party that the execution of this Contract is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Vendor and JPA do hereby execute this Contract as of the Execution Date set forth above.

VENDOR: **BEAR COMMUNICATIONS, INC.**

By: _____
Title: _____

JPA: **WEST HAYMARKET JOINT PUBLIC AGENCY**

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

EXHIBIT A

Bid Documents

Approved by Law
6-5-2013

CITY OF LINCOLN NEBRASKA

LANCASTER COUNTY NEBRASKA

Return to Login • Supplier Registration

Bid Opportunity Detail

Bid Number 13-166 Addendum 5 (Two-Way Radio System for Pinnacle Bank Arena)
Close Date & Time 5/24/2013 12:00:00 PM Central
Bid Duration 14 days 23 hours 31 minutes 38 seconds

Bid Information

Bid Type	Bid
Issue Date & Time	5/9/2013 12:28:21 PM Central
Close Date & Time	5/24/2013 12:00:00 PM Central
Bid Status	Unsealed
Bid Notes	

Contact Information

Contact Name	Vince Mejer Purchasing Agent
Address	Purchasing 440 S. 8th St. Lincoln, NE 68508 USA
Department	Purchasing
Floor/Room	Suite 200
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	Acrobat (PDF)	PDF Invitation to Bid
Bid Tabulation by Supplier Spreadsheet	Excel 2007 (XLS)	Bid Tabulation by Supplier Spreadsheet
Bid Tabulation by Line Item Spreadsheet	Excel 2007 (XLS)	Bid Tabulation by Line Item Spreadsheet

Bid Attachments

Location	File Name	Description
Header	13-166 adv.pdf (9KB)	Notice to Bidders
Header	Instructions to Bidders, JPA - B 09-19-11.pdf (1KB)	Instructions to Bidders
Header	JPA Insurance March 2012.pdf (236KB)	Insurance Requirements
Header	JPA_Bonding.pdf (358KB)	Bonding
Header	Empl_Class_Act_EO.pdf (1KB)	Employee Classification Act, Executive Order 83319
Header	Empl_Class_Act_Aff.pdf (52KB)	Employee Classification Act Affidavit
Header	13-166.pdf (14KB)	Specifications
Header	13-166 ftp.pdf (127KB)	Arena Plans
Header	13-166Ad1.pdf (6KB)	Addendum No. 1
Header	13-166 - SAMPLE with EXHIBITS (3).pdf (2.84MB)	Sample Contract with Exhibits (per Addendum No. 1)
Header	13-166Ad2.pdf (7KB)	Addendum No. 2
Header	13-166Ad3.pdf (22KB)	Addendum No. 3
Header	13-166Ad4.pdf (8KB)	Addendum No. 4
Header	13-166ad5.pdf (7KB)	Addendum No. 5

Event Activities

Activity Date	Title	Description
5/16/2013 3:30:00 PM CT	Pre-Bid	There will be a pre-bid on Thursday, May 16, 2013 at 3:30 p.m. at PC Sports, 311 No. 8th St., Ste. 102, Lincoln, NE 68508 (Per Addendum No. 2)

EXHIBIT A TO CONTRACT AGREEMENT

Advertise 1 time
Monday, May 13, 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, May 24, 2013** for providing the following:

Two-Way Radio System for Pinnacle Bank Arena

Bid No. 13-166

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")

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of 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) 441-7410 or vmejer@lincoln.ne.gov

EXHIBIT A TO CONTRACT AGREEMENT

INSTRUCTIONS TO BIDDERS
WEST HAYMARKET JOINT PUBLIC AGENCY
E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the West Haymarket Joint Public Agency, hereinafter referred to as "JPA", the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.5 Bids received after the time and date established for receiving bids will be rejected.

1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.

1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.

1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.

1.7.3 Said document is available on the web site.
http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.

2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.4 Bid security will be returned to the successful Bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by JPA.

2.4.2 For all other contracts: upon approval by JPA of the executed contract and bonds.

2.5 JPA shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to JPA as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:

2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided JPA, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.

3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.

4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.

4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on JPA; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

5.1 Addenda are instruments issued by JPA prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.

5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or JPA Board and staff except in the course of JPA sponsored inquiries, briefings, interviews, or presentations, unless requested by JPA.

8. BRAND NAMES

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of JPA that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with JPA's bidding documents.

9. DEMONSTRATIONS/SAMPLES

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from JPA.

9.2 Such demonstration can be at the JPA delivery location or a surrounding community.

9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by JPA of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.

10.2 JPA reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to JPA at the location specified by JPA, with all transportation charges paid.

10.4 At the time of delivery, a designated JPA employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.

11.2 As a minimum requirement of JPA, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to JPA. Replacement parts of defective components shall be shipped at no cost to JPA. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this proposal shall remain the property of the Bidder until:
- 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to JPA; and
- 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.

12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, JPA reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of JPA, as required by the bidding documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by JPA of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to JPA, and as JPA deems will best serve the requirements and interests of JPA.

13.5 JPA reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of JPA.

13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by JPA. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 JPA reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

14.1 The Bidder shall indemnify and hold harmless JPA from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless JPA for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of JPA.

14.2 In any and all claims against JPA or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, JPA will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; 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 sign a certified statement which will accompany the contract. The certified statement shall state 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.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for all JPA contracts (see *Insurance Requirements for All JPA Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

____ a. **PURCHASE ORDER**, unless otherwise noted.

1. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

__X__ b. **CONTRACT,** unless otherwise noted.

1. JPA will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. JPA will sign and date the Contract.
4. Upon approval and signature, the JPA will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 JPA is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. AUDIT ADVISORY BOARD

23.1 All parties of any JPA agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

Addendum #1

Two-Way Radio System for Pinnacle Bank Arena

Bid No. 13-166

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 with attached exhibits for this project has been attached to this bid.**

All other terms and conditions shall remain unchanged.

Dated this 13th day of May, 2013.

Vince M. Mejer
Purchasing Agent

Addendum #2

Two-Way Radio System for Pinnacle Bank Arena

Bid No. 13-166

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:

Be advised, there will be a pre-bid on Thursday, May 16, 2013 at 3:30 .

Please meet at PC Sport's offices located at 311 N. 8th Street, Suite 102, Lincoln, NE 68508

All other terms and conditions shall remain unchanged.

Issued this 14th Day of May 2013

Vince M. Mejer
Purchasing Agent

Addendum #3

Two-Way Radio System for Pinnacle Bank Arena

Bid No. 13-166

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:

Question Reference Instructions to Bidders, Section 2, subsection 2.1, Bid Security. This subsection states that a bid security ***may*** be required if referenced in the bid document. However, there is no reference to the bid security in the document but rather in another attached document, the reference and accompanying material are for Construction Payment and Construction Performance Bonds. If this contractor is understanding the bonding requirements correctly, then no Bid Security is required at the time of bid response submittal, correct?

Answer No bid bond is required, however a performance Bond and Payment Bond will be required.

Question Reference Scope of Work and Building Plans. The Scope of Work does not reference, nor is there any markings on the Building Plans for the location of the repeater equipment nor antennas. Have the locations of the repeater equipment and antennas already been determined, if so is it possible for the contractor to visit the site, or is the contractor to determine these placements after bid award?

Answer No locations has been specified, primarily we believe it is up to the contract to site these so that the systems work as desired by the arena.

Question Reference Scope of Work, Section 12, Subsection 12.1, Point 12.1.1.3, Battery back-Up. Does the JCA require a battery solution or an Uninterruptible Power Supply (UPS)? Also, what amount of time (duration) does the JCA require for the power back-up system?

Answer 2 Battery gel packs should be used for each repeater as a backup.

Question Reference Scope of Work, Section 12, Subsection 12.2, Point 12.2.1.2, Warranty. If the radio units offered by the contractor have a three (3) year standard warranty, does the JCA want to have three (3) additional years of warranty for a total of six (6) years?
Answer Vendor to supply just the first 3 years

Question FCC licensing is not referred to in any of the documentation. Who is responsible for acquiring the necessary FCC license or have they already been applied for?
Answer SMG has already applied for the FCC licensing.

All other terms and conditions shall remain unchanged.

Issued this 14th Day of May 2013

Vince M. Mejer
Purchasing Agent

Addendum #4

Two-Way Radio System for Pinnacle Bank Arena

Bid No. 13-166

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:

Question Is this system connected to a Back-up generator?
Answer No, but the system being proposed shall be capable of being operable until such time as it takes to transfer to other power.

Question What is the coverage area?
Answer Inside the Arena and outside to the festival area

Question Do you have the frequencies?
Answer We have applied for them and should be 2-3 weeks. We realize you need the frequencies to order your equipment and will delay the installation, there for we want you to tell us in the notes section how many weeks it will take to install once we give you the frequencies. Put this in the notes section of your bid

Question You have listed 3 repeater, do you really think it will be enough? What if it takes more to do the job?
Answer We want a Digital system, if your system requires more repeaters than it is up to you to tell us and include it in your bid. Please refer to section 1.3 of the specifications.

Question What reliability rating do you want?
Answer We want the same as Public Safety, 95%

Question How many talk groups do you at once?
Answer We realize at the pre-bid we said 11, however after further review we believe as long as we get 6 of the 11 talk groups to be in use at any given time it will meet our needs.

Question Can we put an antenna on the roof and who supplies it?

Answer Please see section 1.3 of the specifications. We desire a full turnkey system. The platform and conduit is on the roof. Any additional cost shall be born by the successful firm. Successful firm must coordinate the installation with the general contractor Mortenson.

Question What is the outside skin of the building?

Answer Outside skin is aluminum, however the roof is different but the platform is there and the conduit does come through the roof.

Question What kind of racks and how tall do you want inside the building?

Answer The main requirement is a closed, lockable cabinet. The height is determined by the contractor and space available. Contractor must coordinate installation with the general contractor Mortenson.

Notes: Contractor must go through a general Safety class and a catwalk class before starting any work. Training is held every Monday and Wednesday at 7:00 AM.

As stated it is our intent to have a design build or turnkey system.

All other terms and conditions shall remain unchanged.

Issued this 20th day of May 2013

Vince M. Mejer

Addendum #5

Two-Way Radio System for Pinnacle Bank Arena

Bid No. 13-166

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:

Question There is no mention of individual chargers with the radios are those to be included with the cost of the radios?

Answer Yes, they should be included in the individual cost of a radio.

Question The standard radio package/price generally includes the radio, battery, antenna, belt clip, and individual charger...is that how the individual radios are to be priced?

Answer Yes.

Question The repeaters referenced in 12.1 also ask for a combiner (12.1.1.4,) duplexers (12.1.1.5,) and a multicoupler (12.1.1.6.) Duplexers are not necessary (and become useless) when a combiner and multicoupler are utilized. Do we still need to provide pricing for duplexers?

Answer Yes, but if not needed in a bidder's implementation, put this information in the notes.

Question Do the Davis-Bacon wages apply only to work done while on the premises or for all work done on the project?

Answer All work

All other terms and conditions shall remain unchanged

Issued this 22nd day of May 2013

Vince M. Mejer

Purchasing Agent

Two-Way Radio System
for Pinnacle Bank Arena
Bid No. 13-166

1. **SCOPE OF WORK**
   - 1.1 Work under this Contract includes all labor, materials, tools, transportation services, supervision, coordination, etc., necessary to complete the installation of the scope of work described, and illustrated in any associated drawings.
     - 1.1.1 The following is intended to further describe the work and clarify design and project intent and is not an exhaustive description of the project.
     - 1.1.2 The overall scope of work in this specification is to provide two-way radio infrastructure throughout the arena.
     - 1.1.3 Observe all locations and coordinate with the Construction Manager any site modifications at locations that may be required.
     - 1.1.4 Verification of dimensions and conditions at the job site.
     - 1.1.5 Preparation of submittal information.
     - 1.1.6 Provision of owner and service manuals.
     - 1.1.7 Warranty of provided equipment, accessories, mounts, hardware and workmanship.
   - 1.2 This is a performance specification intended to establish a standard of quality and functionality for installation of stated equipment.
   - 1.3 The nature of this Contract is "design-build".
     - 1.3.1 That is the Contractor is responsible for all subsequent selection and problem resolution in the course of installing the infrastructure.
     - 1.3.2 The Contractor is responsible for providing all hardware necessary to complete installation.
     - 1.3.3 Any changes or modifications required to make the hardware conform to the building shall be included at time of proposal and installed without claims for additional compensation.
   - 1.4 Additional Scope Information
     - 1.4.1 Hardware
       - 1.4.1.1 Coordinate delivery of hardware to the job site as described below.
       - 1.4.1.2 Verify that hardware is undamaged and powers up.
     - 1.4.2 Hardware Transport
       - 1.4.2.1 Stage shipment of hardware and software to the site in a manner which secures the hardware as it is deployed throughout the project.
       - 1.4.2.2 Securing of hardware before installation is the responsibility of this installer.
       - 1.4.2.3 Quantities must be verified at the project site by Construction Manager.

2. **RELATED WORK**
   - 2.1 Electrical Work
     - 2.1.1 Power may not exist.
     - 2.1.2 Coordinate with Mortenson construction for installation.
   - 2.2 Any additional required power will be reviewed for necessity and additional power requirements will be submitted to Gephart Electric for installation

2.3 RG-6/Coax, or other Low Voltage Cabling
- 2.3.1 May not exist.
- 2.3.2 Coordinate with Mortenson construction for installation.
- 2.3.3 Cost shall be include in the bid and winning bidder shall perform such required installation as needed.

3. RESPONSIBILITY AND RELATED WORK

3.1 Association of all software with the appropriate hardware.

3.2 Collation of manuals relating to each piece of hardware.

3.3 Removal of all trash once hardware has been inventoried.

3.4 Notwithstanding any detailed information in the Contract Documents, it is the responsibility of the Contractor to supply systems in full working order.

4. QUALITY ASSURANCE

4.1 Qualifications: Firm experienced in the installation of systems similar in complexity to those required for this project shall be included with the bid; and meet the following:
- 4.1.1 Must provide copies of qualification demonstrating:
- 4.1.2 Experience with comparable scale projects within the last three (3) years.
- 4.1.3 Maintain a fully staffed and equipped service facility.
- 4.1.4 Authorized to sell all equipment specified within this system.

4.2 Demonstrate that the following exist:
- 4.2.1 Must provide copies of qualifications demonstrating:
  - 4.2.1.1 Adequate plant and equipment to complete the work.
  - 4.2.1.2 Adequate staff with commensurate technical experience.
  - 4.2.1.3 Suitable financial status to meet the obligations of the work.

5. SUBMITTALS

5.1 Submit all hardware and software in accordance with Project Requirements.
- 5.1.1 Representative equipment labeling sizes, styles, and numbering.
- 5.1.2 A material list of all hardware to be furnished.
- 5.1.3 A list of all electronic software to be furnished.

5.2 Agree that all hardware and software is in accordance with requirements.

6. PROJECT CONDITIONS

6.1 Verify all conditions on the job-site applicable to this work.
- 6.1.1 Notify Construction Manager in writing of discrepancies, conflicts, or omissions promptly upon discovery.

6.2 If conditions exist at the job site which make it impossible to install work as described, recommend solutions and/or submit drawings to the Construction Manager for approval, showing how the work may be installed.

7. ACCEPTANCE TESTING

7.1 Upon completion of installation and adjustments specified in Part 3, acceptance testing shall be performed by the Owner.

7.2 Provide person familiar with all aspects of the system to assist the Owner's Representative during acceptance testing.

7.3 The process of acceptance testing the system may necessitate moving and adjusting certain component parts; perform such adjustments without claim for additional payment.

8. WARRANTY

8.1 Warranty labor, equipment, and materials provided under this agreement for three (3) years following the date of the final acceptance for complete and operational system.

8.2 Work is to be free of defects and deficiencies, and to conform to the drawings and specifications as to kind, quality, function, and characteristics; repair or replace defects occurring in labor or materials within the warranty period without charge.

8.3 This warranty shall not void specific warranties issued by manufacturers for greater periods of time.

8.3.1 Nor shall it void any rights guaranteed to the Owner by law.

8.4 Within the warranty period, answer service calls within eight (8) hours, and correct the problem within twenty-four (24) hours.

8.5 Register all manufacturers' warranties in Owner's name.

9. ALTERNATES

9.1 Hardware

9.1.1 Alternates to hardware must be approved.

9.1.2 Alternative hardware must have full documentation to prove it is a valid alternate.

9.2 Software

9.2.1 Alternates to software must be approved.

9.2.2 Alternative software must have full documentation to prove it is a valid alternate.

10. SPECIFIED PRODUCTS AND MANUFACTURERS

10.1 Model numbers and manufacturers included in this specification are listed as a standard of quality.

10.1.1 Regardless of the length or completeness of the descriptive paragraph herein, each device shall meet all of its published manufacturer's specifications.

10.1.2 Verify performance as required.

10.2 Other qualified manufacturers will be considered subject to approval of complete technical data, samples, and results of independent testing laboratory tests of proposed equipment, submitted in accordance with project requirements.

10.3 Include a list of previously installed projects using proposed equipment that are similar in nature to specified system.

10.4 If product is discontinued or made obsolete due to continuing product development, replace it with manufacturers' equivalent at time of installation at no additional cost.

11. GENERAL

11.1 Product must be New (not "B" or "C" stock, "refurbished", "re-manufactured" or "re-boxed"), free from defects and listed by UL or other acceptable testing agencies acceptable to local authorities with jurisdiction.

11.2 Provide product of a given type from one manufacturer, except where noted.

12. HARDWARE

12.1 Repeaters:

12.1.1 MTR3000 Base/Repeater - Quantity 3 or sufficient quantity to operate the desired system

12.1.1.1 Include X340MT 100W Power

12.1.1.2 HKLN4439A - Capacity+ Upgrade

12.1.1.3 All inclusive parts for full battery backup

12.1.1.4 Include TJ-3213 3Channel Combiner

12.1.1.5 Include Q3330E-3 Sinclair UHF Duplexer

12.1.1.6 Include RM305-208G4B Sinclair 4CH RX Multicoupler

12.1.2 Acceptable Manufactures

12.1.2.1 Motorola

12.2 Display Radios:

12.2.1 MOT XPR6550 - Quantity 40

12.2.1.1 UHF 4W 160CH FKP 450-512 MHZ W/ DISPLAY AND GPS

12.2.1.2 Three (3) year extended warranty

12.2.2 Acceptable Manufactures

12.2.2.1 Motorola

12.3 Non Display Radios:

12.3.1 MOT XPR6350 - Quantity 60

12.3.1.1 UHF 450-512 MHZ GPS

12.3.1.2 Three (3) year extended warranty

12.3.2 Acceptable Manufactures

12.3.2.1 Motorola

12.4 Accessories:

12.4.1 PMMN4025 Speaker Mic - Quantity 1

12.4.2 PMNN4077 Lithium Ion Batteries - Quantity 100

12.4.3 WPLN4212 6 Unit Charger - Quantity 1

12.4.4 Acceptable Manufactures

12.4.5 Motorola

12.5 Base Station:

12.5.1 AAM27QPH9LA1-N/B71 Base Station - Quantity 1

12.5.1.1 SEC 1223 - TES Samlex XPR Power Supply

12.5.2.2 RMN5050 - Motorola Desktop Mic

12.5.2 Acceptable Manufactures

12.5.1.1 Motorola

13. GENERAL EXECUTION

13.1 All equipment should be delivered as referenced.

13.2 Two (2), one (1) hour training sessions on operation with staff as requested should be included during UAT.

13.3 Any ancillary cabling necessary for proper operation of system shall be included with the bid.

13.3.1 This will include, but not limited to, patch cabling, mic cables, repeater crossover cables, etc.

14. ACCEPTANCE

14.1 Winning Bidder will verify inventory upon arrival.

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

Bid Information

Bid Creator	Deb Winkler Systems Administrator
Email	dwinkler@lincoln.ne.gov
Phone	1 (402) 441-7410
Fax	1 (402) 441-6513
Bid Number	13-166 Addendum 5
Title	Two-Way Radio System for Pinnacle Bank Arena
Bid Type	Bid
Issue Date	05/09/2013
Close Date	5/24/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Vince Mejer Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	1 (402) 441-8314
Fax	1 (402) 441-6513
Email	vmejer@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Bear Communications, Inc.
Address	2200 University Ave W. #180 St Paul, MN 55114
Contact	Craig Nelson
Department	
Building	
Floor/Room	
Telephone	1 (651) 646-1051
Fax	1 (651) 646-3155
Email	craig.nelson@bearcom.com
Submitted	5/24/2013 10:59:16 AM CT
Total	$114,215.00

Signature _____

Supplier Notes

EXCEPTION TO PERFORMANCE AND PAYMENT BOND-

It is not a general practice for BearCom to provide performance and payment bonds. Being Motorola's largest dealer worldwide and having a successful track record of stadium and arena installations, BearCom would not expect payment until the system has been accepted by owner.

However, we have included the maximum price for the bond in the itemized attachment as well as the final bid price. This cost could decrease to as low as $3500 dependent on the cost of the bond at the time of purchase.

Thank you for your consideration on this matter.

Bid Notes

Bid Activities

EXHIBIT A TO CONTRACT AGREEMENT

Date	Name	Description
5/16/2013 3:30:00 PM	Pre-Bid	There will be a pre-bid on Thursday, May 16, 2013 at 3:30 p.m. at PC Sports, 311 No. 8th St., Ste. 102, Lincoln, NE 68508 (Per Addendum No. 2)

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications and drawings/plans.	Yes
4	Vendor Responses	I have attached any additional information requested in the specifications to the Response Attachments section of this bid.	Yes
5	Performance/Payment 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
6	Tax Exempt Certification 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 excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
7	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
8	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
9	Davis Bacon	I acknowledge that Davis Bacon Rates apply to this bid.	Yes
10	Contact	Name of person submitting this bid:	Craig Nelson
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	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: Attached Addendum No. 1.	Yes
13	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: Attached Addendum No. 2.	Yes

EXHIBIT A TO CONTRACT AGREEMENT

14	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
15	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
16	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: Attached Addendum No. 5.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Turnkey Radio System for Pinnacle Bank Arena, as per specifications -- LUMP SUM	$114,215.00

Item Notes:

Supplier Notes: Standard radio package includes : Radio, battery, belt clip, antenna, single unit charger.
We have included options to delete the single charger for a credit of $18.00 each, this is helpfull if 6 unit multi chargers are used.
Extra batteries do not come with belt clips, we have included an option for extra belt clips.
The discount line of $6,572.00 is a Bearcom offered one time discount.
The trade discount is a Motorola current promotion, it is either offered as a rebate of $500.00 per each 10 radios purchased, or as $1000.00 per each 10 radios purchased with trade in. Bearcom will supply the trade in radios needed so we can offer this discount to you.

Response Total: $114,215.00

BEARCOM®
Wireless Worldwide

Motorola MotoTRBO Digital Two-way Radio System
For: Pinnacle Bank Arena

Response to

Request for Proposal

BearCom ®

EXHIBIT A TO CONTRACT AGREEMENT

BEARCOM®
Wireless Worldwide

2200 University Ave
Suite 180
St.Paul MN 55114
Tel: 651-646-1051
Fax: 651-646-3155
www.BearCom.com

June 3, 2013

In regards to: Pinnacle Bank Arena Radio Proposal

Vince Mejer
Purchasing
440 S.8th Street
Lincoln NE 68508

Subject: **Motorola MotoTRBO Digital Two-way Radio System**

To: Vince Mejer

BearCom presents the following proposal for a Motorola MotoTRBO Digital Two-way Radio System for Pinnacle Bank Arena. All details have been taken into consideration and our engineering department, project management team, and sales management have reviewed this tender. Please be advised that BearCom wishes it to be known that we are technically capable and financially stable to undertake a project of this magnitude. Furthermore, we welcome the opportunity to serve Pinnacle Bank Arena.

All details included in this proposal indicate a complete package as requested. We look forward to working with the Pinnacle Bank Arena team implementing the solution that BearCom presents for your consideration. This proposal includes a turn-key package with a one (3) year Warranty, unless specified by manufacturer.

Thank you in advance for allowing BearCom to participate in this process.

Sincerely,
Craig Nelson
Account Executive
BearCom *Wireless Worldwide*

Patrick Zebro
General Manager
BearCom *Wireless Worldwide*

BEARCOM®
Wireless Worldwide

Table of Contents

Executive Summary 4
Company Profile 4
Ownership, State of Incorporation 4
- Director of Technical Services Qualifications 5
- System Design/Project Management Qualifications 5
- Senior Level Technician/Project Coordinator 5
- Electrical Engineer 5
- Account Manager 5
- Bench Technicians 6
- Field Technicians 6
- Installers 6

BearCom Contact Representatives 6
Location of offices 6
Vendor Qualifications 6
Experience 7

BEARCOM®
Wireless Worldwide

Executive Summary

Company Profile

Ownership, State of Incorporation

Last Change In:	Date:	Current Individual:
Ownership	1995	Officers/Directors: 80% Others: 20%
President	1981	Jerry Denham
CFO	2001	Jerry Noonan
Director of Technical support	2005	Ian Torok
VP Customer Support	2000	Ken Nixon
VP Sales	2003	John Czapko
CMO	2006	Kent Huffman

- Number of employees: 415
- 110+ technical staff nationwide
- 18 service locations
- Depot facility
- 72-hour turn around
- 4,500 repairs monthly
- < 1.5% total warranty rate
- Customer service escalation process
- National field service
- Four man team to supplement branch support of installation projects
- 24/7 support

BearCom can provide a complete turn-key system, because the following personnel are available and responsible for the system design, set-up, optimization, installation, training, and support of the equipment:

BEARCOM®
Wireless Worldwide

Director of Technical Services Qualifications

More than 21 years of radio frequency (RF) engineering experience with designing and implementing on-site and mobile telecommunication systems; locally, regionally, and nationally. Manages national and international radio projects, along with technical staffs of more than 110 people.

Degree held in business management and RF theory and operations, certified in base station configuration, RF system design, Project Management, and trained in six sigma and TQM processes.

System Design/Project Management Qualifications

More than 20 years combined RF technical experience with designing and implementing on-site and wide area communication systems including paging, networking, trunking systems, RF over fiber, and voice-over IP (VoIP).

Factory certified/trained in all aspects of equipment from configuration to installation details.

Senior Level Technician/Project Coordinator

Factory trained and certified on consoles, dispatch stations, paging systems, and RF propagation. 30 years of combined experience in managing and coordinating large system implementations in the field.

Electrical Engineer

Experience encompasses product design, evaluation, prototyping, failure analysis, and product integration. Degree in electrical engineering and an FCC general radio telephone license.

Account Manager

Responsible for communications between partner companies and customer; in regards to installation schedules, equipment sales support, training assistance, and all other pre-sale and post-sale activities.

BEARCOM®
Wireless Worldwide

Bench Technicians

Responsible for all in-house set-up and optimization of paging systems prior to delivery. Provides working component level support of equipment and gives approval to move forward with installation.

Field Technicians

Responsible for site installation of components, system testing, and overall responsibility of installation team; for completion of product.

Installers

Assist with in-house set-up and in-field installation. Responsible for Antenna and component installation of tested equipment.

BearCom Contact Representatives

Craig Nelson
Account Executive
2200 University Ave W. #180
St. Paul, MN 55114
Cell: 651-707-7353
craig.nelson@bearcom.com

Bob Rajchel
Service Manager
2200 University Ave W. #180
St. Paul, MN 55114
Cell: 763-477-8000
bob.rajchel@bearcom.com

Location of offices

There are currently 26 branch locations for BearCom Wireless. The headquarters are located in Dallas, TX.

Local office:
BearCom
2200 University Ave W. #180
St. Paul, MN 55114
651-646-1051

Headquarters:
BearCom
4009 Distribution Dr. #200
Garland, TX 75041
214-340-8876

Vendor Qualifications

BearCom is the nation's largest independent distributor of Motorola two-way radio equipment. With 26 U.S. locations, BearCom is the world leader in the distribution of wireless communication equipment solutions. We have the necessary resources to manage all of your wireless needs. With more than 26 years of experience in the wireless communication industry, BearCom's consultants and engineers have the expertise and knowledge to develop and support your corporate communication solutions.

BEARCOM®
Wireless Worldwide

Experience

Previous notable radio equipment installations include the University of Minnesota TCF Bank 4 channel Motorola MotoTRBO system, Science Museum of MN., Seattle Safeco Field, Washington DC Nationals Park, Home Depot Arena, Staples Center, and the American Airlines Center.
Cargill Meat Plant Beardstown IL.

In 2007 and 2009, BearCom was named the 2006 and 2008 winner of Motorola's Pinnacle of Customer Excellence award, a prestigious award sought after by over 800 Motorola vendors.

Thank you for the opportunity to submit this proposal. If further information is required, or if you have any questions, please contact our team at any time:

Craig Nelson
Account Executive
2200 University Ave W. #180
St. Paul, MN 55114
Cell: 651-707-7353
craig.nelson@bearcom.com

Patrick Zebro
General Manager
2200 University Ave W. #180
St. Paul, MN 55114
Cell: 612-363-1165
pat.zebro@bearcom.com

Bob Rajchel
Service Manager
2200 University Ave W. #180
St. Paul, MN 55114
Cell: 763-477-8000
bob.rajchel@bearcom.com

BEARCOM®
Wireless Worldwide

Pinnacle Bank Arena

Prepared By: Craig Nelson
On: 06/03/13

Recommendation

06/03/13 14:28:58 Page - 1

Quote Date: 04/19/13 Branch 20204

Quote Number: 142346

BEARCOM®
Wireless Worldwide

Customer/Prospect Number 5259387

PINNACLE BANK ARENA
600 R STREET
LINCOLN NE 68508

Customer Contact: JASON MATHEWS Email: jmathews@pinnaclebankarena.com
Phone Number: 402 890-0865 Delivery Instr:

Quantity	Part Number		Unit Price		Extended Price	
3	T3000 100 WATT REPEATER MOT MTR3000 BASE/REPEATER		2,742.00		8,226.00	
3	X340MT MOT ADD:UHF 100W POWER 403-470		2,520.00		7,560.00	
3	HKLN4439A MOT MTR3000 CAPACITY+ UPGRADE*		1,310.00		3,930.00	
3	L1884 MOT 28VOLT BATT REVERTING CHRG		1,510.00		4,530.00	
3	Z691 MOT STATION - CHRG INTRFC CBL* *CDN6226*		52.00		156.00	
3	Z692 MOT BATT TO CHRG INTRFC CBL* *CDN6227*		66.00		198.00	
3	Z166 L1883/L1884 TEMPERATURE SENSOR *TDN9879*		43.00		129.00	
40	AAH55TDH9LA1-N MOT XPR6550 UHF 4W 160CH FKP 450-512 MHZ W/ DISPLAY AND GPS		712.00		28,480.00	
	BC Extended Warranty Coverage	*3 Year*	*98.00*	*3,920.00*		*Optional Part/Service*
60	AAH55TDC9LA1-N MOT XPR6350 450-512MHZ 4W 32CH GPS		661.00		39,660.00	
	BC Extended Warranty Coverage	*3 Year*	*98.00*	*5,880.00*		*Optional Part/Service*
20	PMMN4025 MOT XPR IMPRES SPEAKER MIC QA00505		69.00		1,380.00	
100	PMNN4077 MOT 2200MAH LIION IMPRES BATT		68.00		6,800.00	
10	WPLN4212 MOTOTRBO IMPRES 6 UNIT CHARGER		419.00		4,190.00	
60	H951TRBO MOT TRBO PORTABLE DELETE CHRGR		18.00-		1,080.00-	

Visit our Web site at : www.BearCom.com

Buy Rent Service

EXHIBIT A TO CONTRACT AGREEMENT

Quantity	Part Number		Unit Price	Extended Price	
100	2.5" BELT CLIP		10.50	1,050.00	
1	AAM27QPH9LA1-N/B71 MOT XPR4550 UHF 25-40W 160CH MIC DELETED		597.00	597.00	
	BC Extended Warranty Coverage	*3 Year*	*98.00*	*98.00*	*Optional Part/Service*
1	SEC1223-MOTOTRBO TES SAMLEX XPR POWER SUPPLY 305637		166.00	166.00	
1	RMN5050 MOT TRBO LTD DESKTOP MIC		98.00	98.00	
1	CONTROL STATION ANTENNA		65.00	65.00	
1	REPEATER/ANTENNA SYSTEM LABOR		9,200.00	9,200.00	
1	ANTENNA SYSTEM BUILDOUT		2,500.00	2,500.00	
1	TJ-3213 SINCLAIR UHF 3CH COMBINER* *NEEDS 3 TX FREQS-TESSCO#59393		5,850.00	5,850.00	
1	Q3330E-3 SINCLAIR UHF DUPLEXER 450-470 TESSCO# 24675		1,350.00	1,350.00	
1	RM305-208G4B SINCLAIR 4 CH RX MULTICOUPLER		2,200.00	2,200.00	
6	0112004B04 MOT CABLE, N MALE/ N MALE 24IN		74.00	444.00	
6	GEL CELL BATTERY		360.00	2,160.00	
1	DISCOUNT		6,572.00-	6,572.00-	
10	TRADE TRBO $100 EACH TRBO TRADE-IN 10 EFF APR 29-AUG 23		1,000.00-	10,000.00-	
1	BOND		6,000.00	6,000.00	
6	PMLN5275 MOT XPR H/D DUAL MUFF HEADSET		430.00	2,580.00	
20	PMLN6128 MOT 2 WIRE SURV MIC-BEIGE IMPRES		88.00	1,760.00	

Protect your investment now! Purchase an affordable BearCom Extended Warranty!

Quote valid until **05/26/13** **Confidential and Proprietary**

Sub Total	123,607.00
Shipping and Handling	TBD
Tax	TBD
Total	123,607.00

X_____

Customer Signature

Craig Nelson
Account Executive
Craig.Nelson@BearCom.com

ST PAUL Branch Office: 651-646-1051
FAX: 651-646-3155

More details on the following page.

Infrastructure Service Agreement:

8,226.00	*Year 1*	*250.00 /mos Bronze*	*300.00 /mos Silver*	*325.00 /mos Gold*	*Optional Service*
	Year 2	*500.00 /mos Bronze*	*600.00 /mos Silver*	*650.00 /mos Gold*	

***Service availability, terms and conditions apply. See your BearCom account executive for details.**

How We Are Different

BearCom's Professional Service Group manages the largest independent wireless equipment service/repair depot in America. Our team provides radio repair, field service, engineering, project management, systems integration, and customer service. We offer CSC service locations (USMSS), service level agreements, and first through third-level support with dispatch.

Service Level Agreements

An easy repair or quick service call could become costly without the proper service agreement. BearCom offers simple, cost-effective plans that could save you thousands of dollars in future repairs or service. We will customize a service agreement based on your specific needs. The three levels of support are:

- **Bronze:** Monday through Friday support with on-demand pickup of mobile and portable radio products, on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule.

Severity Level	Description	Phone Response Time	On Site
1	Mon-Fri, 8:00 a.m.-5:00 p.m. response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel	4 hours	Same day (after-hours T&M rates will be charged for work performed after service hours)
2	Mon-Fri, 8:00 a.m.-5:00 p.m. response to failures that degrade business operations but do not impact safety of personnel	4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)	Same day (for work performed during business hours; if not, will be addressed next business day)
3	Mon-Fri, 8:00 a.m.-5:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel	4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)	Next business day

- **Silver:** Monday through Sunday support with weekly scheduled pickup and delivery of mobile and portable radio products, on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule.

Severity Level	Description	Phone Response Time	On Site
1	Mon-Fri, 8:00 a.m.-5:00 p.m. response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel	2 hours	4 hours (after-hours T&M rates will be charged for work performed after service hours)
2	Mon-Fri, 8:00 a.m.-5:00 p.m. response to failures that degrade business operations but do not impact safety of personnel	4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)	Same day (for work performed during business hours; if not, will be addressed next business day)
3	Mon-Fri, 8:00 a.m.-5:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel	4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)	Next business day

- **Gold:** Monday through Sunday, 24-hour support with weekly scheduled half-day on-site technician providing real-time repair on minor accessory repairs, on-demand and on-site troubleshooting and repair of infrastructure-related communications equipment, and quarterly preventative maintenance schedule. Board-level failures will be picked up and delivered to the closest BearCom branch in the city supporting our customer.

Severity Level	Description	Phone Response Time	On Site
1	7x24 response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel	2 hours	4 hours
2	Mon-Fri, 8:00 a.m.-5:00 p.m. response to failures that degrade business operations but do not impact safety of personnel	2 hours (calls taken after 3:00 p.m. will be addressed by 8:00 a.m. next business day)	4 hours (for work performed during business hours; if not, will be addressed next business day)
3	Mon-Fri, 8:00 a.m.-5:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel	4 hours (calls taken after 2:00 p.m. will be addressed by 8:00 a.m. next business day)	Next business day

EXHIBIT B

Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012)

Approved by Law
6-5-2013

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 OMMISSION 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 of 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 or 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.

EXHIBIT C

Intentionally Omitted

Approved by Law
6-5-2013

EXHIBIT D

Other Contract Documents

Approved by Law
6-5-2013

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 practiceable 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; an d

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 satutory 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: _____

Name and Title:

Signature: _____

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

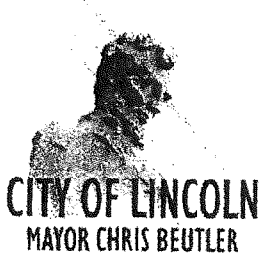
    15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, 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)

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

EXHIBIT D

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

EXHIBIT D

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

EXHIBIT D

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

EXHIBIT D

29 C.F.R. § 5.5

Code of Federal Regulations Currentness
Title 29. Labor
Subtitle A. Office of the Secretary of Labor
Part 5. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)
Subpart A. Davis-Bacon and Related Acts Provisions and Procedures

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when

Exhibit D

the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract,

Exhibit D

the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

Exhibit D

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the

name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-01
(a)(1)(ii)(C)	1215-01
(a)(1)(iv)	1215-01
(a)(3)(i)	1215-0140, 1215-00
(a)(3)(ii)(A)	1215-01
(c)	1215-0140, 1215-00

[29 FR 100, Jan. 4, 1964, as amended at 29 FR 13463, Sept. 30, 1964; 30 FR 13136, Oct. 15, 1965; 36 FR 19304, Oct. 2, 1971; 40 FR 30481, July 21, 1975; 41 FR 10063, March 9, 1976; 47 FR 145, Jan. 5, 1982; 51 FR 12265, April 9, 1986; 54 FR 4243, Jan. 27, 1989; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 61 FR 68641, Dec. 30, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 74 FR 2862, Jan. 16, 2009]

SOURCE: 48 FR 19541, April 29, 1983; 51 FR 12265, April 9, 1986; 61 FR 40716, Aug. 5, 1996; 65 FR 80278, Dec. 20, 2000; 73 FR 77511, Dec. 19, 2008, unless otherwise noted.

AUTHORITY: 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 et seq.; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 et seq.; and the laws listed in 5.1(a) of this part; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.; 40 U.S.C. 276a-276a-7; 40 U.S.C. 276c; 40 U.S.C. 327-332; Reorganization Plan No. 14 of 1950, 5 U.S.C. Appendix; 5 U.S.C. 301; and the statutes listed in section 5.1(a) of this part.

NOTES OF DECISIONS

29 C. F. R. § 5.5, 29 CFR § 5.5

Current through December 15, 2011; 76 FR 77913.

© 2011 Thomson Reuters

END OF DOCUMENT

(c) 2011 Thomson Reuters. No Claim to Orig. US Gov. Works.

Exhibit D

>

General Decision Number: NE130058 04/19/2013 NE58

Superseded General Decision Number: NE20120065

State: Nebraska

Construction Type: Building
BUILDING CONSTRUCTION INCLUDING WORK ON INDUSTRIAL SITES

County: Lancaster County in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	03/22/2013
2	04/19/2013

CARP0444-002 07/01/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only)	$ 21.18	9.98

ELEC0265-003 09/01/2012

	Rates	Fringes
ELECTRICIAN		
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:
Zone 1: 0 to 35 miles from the main Post Office in Lincoln
Zone 2: 36 to 50 miles from the main Post Office in Lincoln
Zone 3: 51 to 75 miles from the main Post Office in Lincoln
Zone 4: 76 miles and over from the main Post Office in Lincoln

---

ELEV0028-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC	$ 39.09	25.185+a+b

FOOTNOTE:
a. Vacation Pay: 8% for persons with 5 or more years of service, 6% for persons with less than 5 years of service.
b. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0571-004 10/01/2012

	Rates	Fringes
OPERATOR: Crane	$ 27.03	9.59
OPERATOR: Forklift	$ 21.65	9.59

IRON0021-002 06/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 26.37	11.95

LABO1140-003 01/01/2011

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod)	$ 18.13	7.85

PLUM0464-007 06/01/2012

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation)	$ 32.29	14.34

---

* SHEE0003-002 07/01/2012

	Rates	Fringes
SHEET METAL WORKER (Excludes Installation of HVAC Duct)	$ 31.71	13.34

SUNE2011-032 10/27/2011

	Rates	Fringes
BRICKLAYER	$ 24.44	0.00
CARPENTER	$ 18.50	1.80
CEMENT MASON/CONCRETE FINISHER	$ 15.73	2.06
ELECTRICIAN (Alarm Installation)	$ 19.68	4.12
ELECTRICIAN (Low Voltage Wiring)	$ 20.15	4.84
FORM WORKER	$ 14.97	2.06
LABORER: Common or General	$ 12.03	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 20.68	4.93
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.72	2.10

OPERATOR: Loader.....$ 19.27 4.00

PAINTER: Brush, Roller and
Spray.....$ 14.26 0.00

PLUMBER, Excludes HVAC Pipe
Installation.....$ 22.89 6.04

ROOFER.....$ 13.57 0.77

SHEET METAL WORKER (HVAC Duct
Installation Only).....$ 21.89 6.30

TRUCK DRIVER, Includes Dump
and Tandem Truck.....$ 14.09 2.49

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

==========

Unlisted classifications needed for work not included within 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

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

(S E A L)

WH 13-54 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the attached Contract Agreement between the West Haymarket Joint Public Agency and Commonwealth Electric for West Haymarket Joint Public Agency Guide and Wayfinding Signs Project 87091B, pursuant to Bid No. 13-169, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Contract on behalf of the Joint Public Agency.

The City Clerk is directed to return a fully executed original of the Contract to Rick Peo for transmittal to Commonwealth Electric.

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
BID NO. 13-169

C O N T R A C T A G R E E M E N T

THIS JPA GUIDE AND WAYFINDING SIGNS CONTRACT AGREEMENT ("Contract") is made and entered into as of the _____ day of June, 2013, by and between **COMMONWEALTH ELECTRIC**, 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 Guide & Wayfinding Signs Project 870951B
Bid No. 13-169

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, Instructions to Bidders, Addendums 1-5, Special Provisions and Plans/Drawings, and the Supplier 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 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 $460,509.35 payment thereof to be made in the manner provided in Article VIII of the City of Lincoln Standard Specifications for Municipal Construction (2011 Edition).

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 prior to the stated substantial and final completion dates.

TERMINATION OF CONTRACT

A. This Contract may be terminated by the Contractor if the JPA fails to adequately perform any material obligation required by this Contract ("Default"). Termination rights under this paragraph may be exercised only if the JPA fails to cure a Default within ten (10) calendar days after receiving written notice from the Contractor specifying the nature of the Default.

B. The JPA may terminate this Contract, in whole or part, for any reason for the JPA's own convenience upon at least ten days written notice to the Vendor.

If the Contract is terminated by either the JPA or Contractor as provided in A or B above, Contractor shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the above-mentioned Contract amount, up until the date of termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of termination.

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. 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.

If anything in the other Contract Documents is inconsistent with the Plans, Drawings, and Special Provisions ("Specifications"), the Specifications shall govern. If anything in the Specifications is inconsistent with this Contract, this Contract shall govern.

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: **COMMONWEALTH ELECTRIC**

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
6-3-13

CITY OF LINCOLN NEBRASKA

LANCASTER COUNTY NEBRASKA

Return to Login • Supplier Registration

Bid Opportunity Detail

Bid Number	13-169 Addendum 5 (West Haymarket JPA Guide and Wayfinding Signs Project 870951b (PW/U - Eng. Services))
Close Date & Time	5/29/2013 12:00:00 PM Central
Bid Duration	18 days 18 hours 57 minutes 58 seconds

Bid Information

Bid Type	Bid
Issue Date & Time	5/10/2013 5:02:01 PM Central
Close Date & Time	5/29/2013 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. Bid Close date changed to May 29, 2013, per Addendum No. 5

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

Award Attachments

Location	File Name	Description
Header	Bid Tabs.pdf (80KB)	ITEMIZED PRICING

Bid Documents

Document	Format	Description
Invitation Document	Acrobat (PDF)	PDF Invitation to Bid
Bid Tabulation by Supplier Spreadsheet	Excel 2007 (XLS)	Bid Tabulation by Supplier Spreadsheet
Bid Tabulation by Line Item Spreadsheet	Excel 2007 (XLS)	Bid Tabulation by Line Item Spreadsheet

Bid Attachments

Location	File Name	Description
Header	13-169 Adv.pdf (9KB)	Notice to Bidders
Header	FTP site.pdf (327KB)	Special Provision and Plans/Drawings
Header	Instructions to Bidders JPA - B 09-19-11.pdf (26KB)	Instructions to Bidders
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	Addendum 1.pdf (831KB)	Addendum No. 1
Header	13-169 GuideWayfinding Signs - SAMPLE CONTRACT.pdf (1KB)	Sample Contract, Per Addendum No. 1

Header	13-169 EX D - Other Contract Docs.pdf (1.57MB)	Exhibit D - Other Contract Docs., Per Addendum No. 1
Header	Addendum No.pdf (11KB)	Addendum No. 2
Header	Addendum 3.pdf (486KB)	Addendum No. 3
Header	Addendum 4.pdf (484KB)	Addendum No. 4
Header	Addendum 5.pdf (456KB)	Addendum No. 5
Line 1	13-169 Bid Proposal (2).xlsm (1KB)	Bid Proposal - Per Addendum No. 2

Event Activities

Activity Date	Title	Description
5/29/2013 12:00:00 PM CT	General Contractor Listing	General Contractors - Call 402-441-7416 or e-mail purchasing@lincoln.ne.gov to be added to this list.
5/29/2013 12:00:00 PM CT	Sub-Contractor Listing	Sub-Contractors - Call 402-441-7416 or e-mail purchasing@lincoln.ne.gov to be added to this list.

Event Participation

Supplier Name	City	State	Contact
A&J Donner Construction Inc.	Lincoln	NE	
A.M. Cohron & Son Inc.	Atlantic	IA	
ABC Electric Company, Inc.	Lincoln	NE	
Abhe & Svoboda, Inc.	Prior Lake	MN	
Ace Eaton Metals	Kearney	NE	
Alter Metal Recylcing	Lincoln	NE	
American Environmental Group Ltd.	Richfield	OH	
AmeriPride Services	Omaha	NE	
Anderson Excavating Co.	Omaha	NE	
Anderson Excavating Company	Omaha	NE	
Applegarth Concrete Construction	Lincoln	NE	
Armbrust Excavating Incorporated	Lincoln	NE	
ASP Enterprises, Inc.	Omaha	NE	
Associated Engineering & Surveying	Lincoln	NE	
Associated Supply Co.	Bismarck	ND	
ATC Associates	Omaha	NE	
AUI Inc.	Albuquerque	NM	
BAB INC	Adams	NE	
Barcel Mill & Lumber Co. Inc.	Bellwood	NE	
Barnard Telecommunications, Inc.	Bozeman	MT	
Bauer Underground Inc.	Norfolk	NE	
Becker Construction, Inc.	Valparaiso	NE	
Belair Excavating	New Brighton	MN	
BELFOR USA	Omaha	NE	
Bellamy Construction	Lincoln	NE	
BidClerk	Chicago	IL	Adam Weiss
Big Block, Inc.	Shawnee	KS	
Big C. Construction Inc.	Lincoln	NE	
Blessing Construction	Kearney	NE	
Bob and Don's Plumbing	Lincoln	NE	
BOULDER WORKS LANDSCAPING	Martell	NE	
Boyd Jones Construction Company	Lincoln	NE	Jim Holland
Brandt Excavating Company	Lincoln	NE	Sean
Brazos Urethane	Texas City	TX	
BRB Contractors, Inc.	Topeka	KS	
Brechtel Radial Collector Wells, LLC	Centerburg	OH	

Advertise 1 time
Friday, May 10, 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, May 24, 2013** for providing the following:

West Haymarket JPA
Guide & Wayfinding Signs
Project 870951b
(Re-bid)
Bid No. 13-169

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")

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of 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 **vmejer@lincoln.ne.gov**

INSTRUCTIONS TO BIDDERS
WEST HAYMARKET JOINT PUBLIC AGENCY
E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the West Haymarket Joint Public Agency, hereinafter referred to as "JPA", the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.5 Bids received after the time and date established for receiving bids will be rejected.

1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.

1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.

1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.

1.7.3 Said document is available on the web site.
http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.

2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.4 Bid security will be returned to the successful Bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by JPA.

2.4.2 For all other contracts: upon approval by JPA of the executed contract and bonds.

2.5 JPA shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to JPA as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:

2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided JPA, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.

3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.

4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.

4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on JPA; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

5.1 Addenda are instruments issued by JPA prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.

5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or JPA Board and staff except in the course of JPA sponsored inquiries, briefings, interviews, or presentations, unless requested by JPA.

8. BRAND NAMES

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of JPA that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with JPA's bidding documents.

9. DEMONSTRATIONS/SAMPLES

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from JPA.

9.2 Such demonstration can be at the JPA delivery location or a surrounding community.

9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by JPA of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.

10.2 JPA reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to JPA at the location specified by JPA, with all transportation charges paid.

10.4 At the time of delivery, a designated JPA employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:

11.1.1 Manufacturer's warranties and/or guarantees.

11.1.2 Bidder's maintenance policies and associated costs.

11.2 As a minimum requirement of JPA, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to JPA. Replacement parts of defective components shall be shipped at no cost to JPA. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this proposal shall remain the property of the Bidder until:

12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to JPA; and

12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.

12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, JPA reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of JPA, as required by the bidding documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by JPA of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to JPA, and as JPA deems will best serve the requirements and interests of JPA.

13.5 JPA reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of JPA.

13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by JPA. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 JPA reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

14.1 The Bidder shall indemnify and hold harmless JPA from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless JPA for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of JPA.

14.2 In any and all claims against JPA or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, JPA will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; 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 sign a certified statement which will accompany the contract. The certified statement shall state 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.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. LIVING WAGE

19.1 The Bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for all JPA contracts (see *Insurance Requirements for All JPA Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

____ a. **PURCHASE ORDER**, unless otherwise noted.

1. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

__X__ b. **CONTRACT,** unless otherwise noted.

1. JPA will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. JPA will sign and date the Contract.
4. Upon approval and signature, the JPA will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 JPA is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. AUDIT ADVISORY BOARD

23.1 All parties of any JPA agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

ADDENDUM NO. 1

WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENT
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B
BID NO. 13-169

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.

1. Refer to the Bid Form and the Summary of Quantities, Sheet 2 in the plans. The following bid item quantities have been updated as follows:

50.00010	Foundation Concrete	36 CY
50.00025	Reinforcing Steel	4,915 LBS

2. Refer to the Special Provisions, page 4, "Substantial and Final Completion". Delete the existing Special Provision and replace with the following:

SUBSTANTIAL AND FINAL COMPLETION

Work on this project will be done as a single contract in regard to determination of substantial and final completion dates. These milestone dates will have a corresponding liquidated damage amount assessed if the required work is not completed by the milestone date stipulated. The Contractor shall carefully review and familiarize themselves with the requirements for substantial and final completion for each contract phase and take this into consideration when preparing their bid. Liquidated damages shall apply as outlined in these Special Provisions.

The final completion date for this project is based upon the anticipated notice to proceed (NTP) date of June 17, 2013. The list below shows the liquidated damages amount per calendar day that will be charged to the Contractor in the event the work as outlined for substantial and final completion is not met unless an approved extension in contract time has been approved by the JPA.

- Substantial Completion – All Guide signs are in place, all wayfinding signs are in place and mounted per plan (pole, post, etc.).
  - Substantial Completion Date: 8-30-13
  - LD/Day - $1,000
- Final Completion – All work is complete including site clean-up.
  - Final Completion Date: 9-12-13
  - LD/Day - NA

Determination of Final Completion for the project shall be subject to the Program Manager and Engineer's approval.

This document was originally issued and sealed by Shane A. King, E-12448 on May 14, 2013. This media should not be considered a certified document.

3. Refer to the Special Provisions, page 10, "Install Special Pole". Delete the existing Special Provision and replace with the following:

INSTALL SPECIAL POLE

A Special Pole shall be installed at the location shown on the plans or as directed by the Engineer. The City of Lincoln will purchase the assembly (including anchor bolts) and the Contractor will pick it up and transport it to the site for installation.

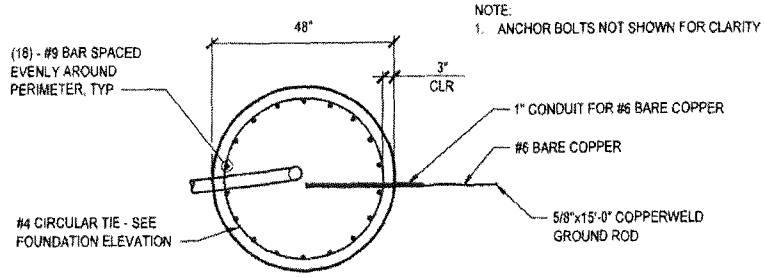
Installation methods will generally adhere to the City of Lincoln Standard Specifications and Standard Plans for Steel Poles unless indicated otherwise by the pole manufacturer. A schematic of Special Pole _ is provided in the plans and is for illustrative purposes only.

The construction of the foundation for special poles will be paid for separately from the pay item for the Special Pole and will be made in accordance with the appropriate bid items for the foundation concrete and reinforcing steel. The design of the foundation to be used for Special Poles 1 & 2 is on the next page.

Measurement and payment for installing Special Pole _ shall be made at the contract unit price bid per each for the pay item "Install Special Pole _". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals to install the pole.

This document was originally issued and sealed by Shane A. King, E-12448 on May 14, 2013. This media should not be considered a certified document.

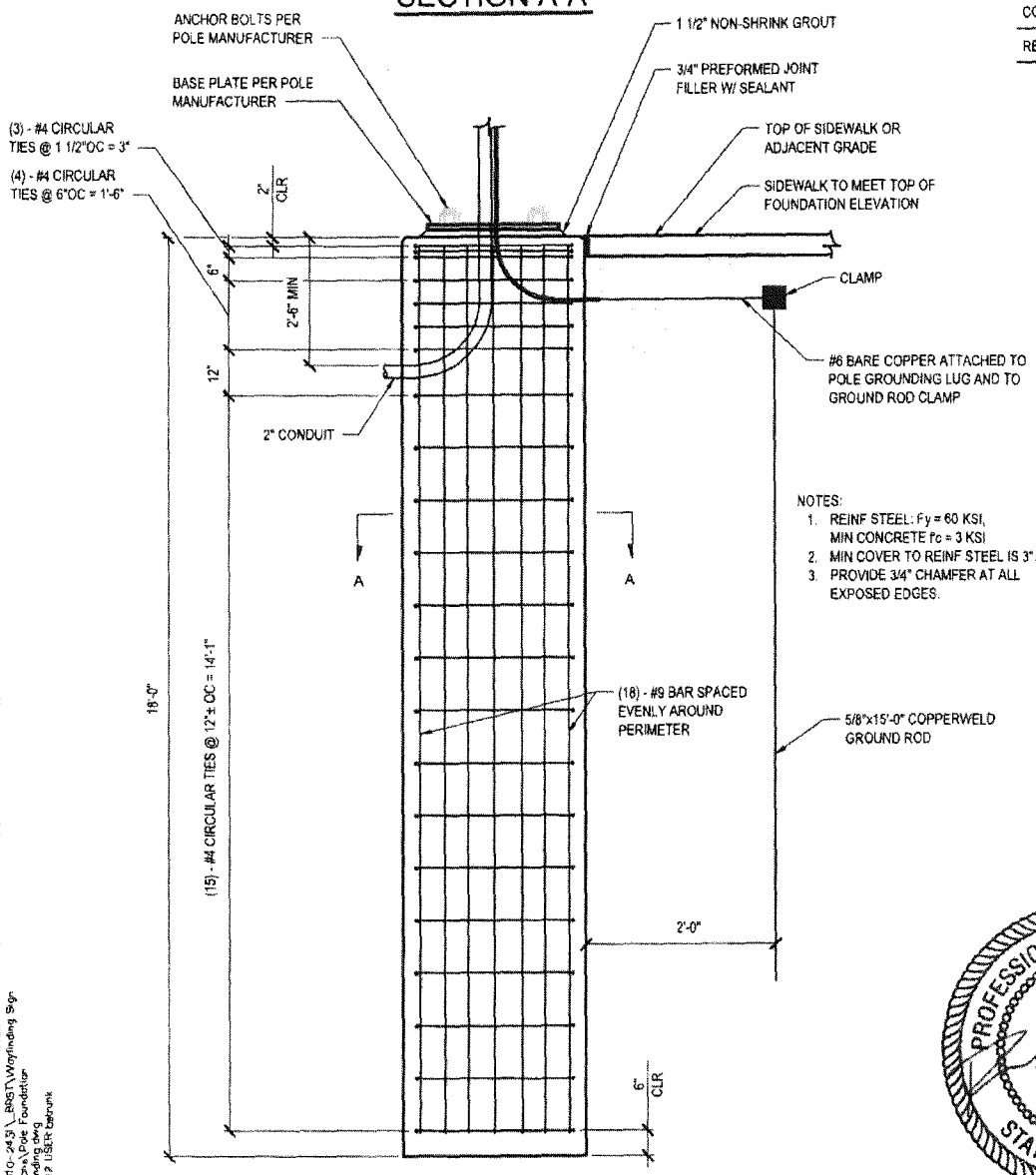
NOTE:
1. ANCHOR BOLTS NOT SHOWN FOR CLARITY



SECTION A-A

QUANTITIES
(FOR INFORMATION ONLY)

CONCRETE	8.4 CY
REINFORCING	1070 LBS



NOTES:
1. REINF STEEL: Fy = 60 KSI, MIN CONCRETE f'c = 3 KSI
2. MIN COVER TO REINF STEEL IS 3".
3. PROVIDE 3/4" CHAMFER AT ALL EXPOSED EDGES.

PROFESSIONAL CIVIL ENGINEER
ROSS D. BARRON
E-14018
5/13/13
STATE OF NEBRASKA

ELEVATION

F:\Projects\010-2431_B051\Wayfinding Sign Pole Foundations\Pole Foundation Design_Wayfinding.dwg
DATE 5/28/13 USER:bebrunk

FOUNDATION DESIGN FOR
SPECIAL POLE NO. 1 & 2

PROJECT: 010-2431
DRAWN BY: RDB
DATE: 05-13-13

FOUNDATION DESIGN
HAYMARKET WAYFINDING
LINCOLN, NEBRASKA

OLSSON ASSOCIATES
1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160
www.oaconsulting.com

This document was originally issued and sealed by Shane A. King, E-12448 on May 14, 2013. This media should not be considered a certified document.

4. Refer to the Special Provisions, page 10, "Foundation Concrete". Delete the existing Special Provision and replace with the following:

FOUNDATION CONCRETE

The foundations and bases shall be constructed and/or installed in accordance with the plans, Standard Plans, and pole specific plans.

All foundations shall be poured within 48 hours of excavation.

Positioning of anchor bolts shall ensure that all access and relative position of the structure and its components are in the position shown on the project plans. Anchor bolts shall be set so that 2 bolts are placed in tension and 2 in compression.

Mast Arm Pole foundations will not be measured for payment separately, but are considered subsidiary to the bid item for which payment is made.

Reinforced Concrete forms shall be firmly braced and secured in place. Forms shall not be removed until the concrete has set, and at no time shall they be removed within 12 hours after the concrete has been placed.

Prior to pole installation, anchor bolts and foundation holes shall be barricaded or suitably enclosed to protect the public from possible injury.

All reinforcement bars for concrete reinforcement shall be Grade 40 or Grade 60 steel and shall conform to the requirements of "Standard Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", ASTM Designation A 615, or "Standard Specifications for Raw Steel and Axle-Steel Deformed Bars for Concrete Reinforcement", ASTM Designation A 996. Bars shall be free from excess rust, scale or other substances which prevent the bonding of concrete to the reinforcement.

There shall, in all cases, be at least 3" of concrete between anchor bolts and steel reinforcing members at any edge of foundation or base.

No foundation or base shall be poured until they are free of water or debris including trash. The bottom of the foundations and bases shall rest securely on firm undisturbed ground. Both forms and excavations shall be thoroughly wet before placing concrete. An Observer shall be present for the pouring of all traffic signal foundations and bases. The Project Manager shall be contacted 24 hours in advance of the pour. Any foundations poured without the Observer present shall be subject to removal and replacement at the Contractor's expense.

The foundations and bases shall be L3500 concrete, poured monolithically and consolidated with a mechanical vibrator as it is placed, from the bottom to the top, in the form. No floating of steel allowed. The top and any exposed portion of the foundation or base shall be troweled smooth, true and level.

Anchor bolts shall protrude within the range shown on Special Plans with the nuts and threads covered to protect them during pouring.

Grinding concrete to form a chamfer shall not be permitted.

This document was originally issued and sealed by Shane A. King, E-12448 on May 14, 2013. This media should not be considered a certified document.

After the foundation or base has been poured, no modification shall be made. If the anchor bolts, conduit, or any part of the foundation or base are installed in an incorrect manner, as determined by the Project Manager, the entire foundation or base shall be removed and a new foundation or base installed. The Contractor shall bear all costs of replacing work, including cost of anchor bolts, deemed unsatisfactory by the Project Manager.

Pole shafts shall not be set on the foundations until the concrete has achieved a compressive strength of 2500 psi or an age of 72 hours. Mast arms shall not be installed until the concrete has achieved a compressive strength of 3000 psi or an age of 7 days.

The Contractor shall supply Certificates of Testing to document that the concrete placed meets all requirements.

Measurement and payment for Foundation Concrete shall be made at the contract unit price bid per cubic yard for the pay item "Foundation Concrete". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, excavation, backfill, forming, and incidentals.

Dated this 14th day of May 2013.

This document was originally issued and sealed by Shane A. King, E-12448 on May 14, 2013. This media should not be considered a certified document.

Addition to Addendum #1
WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENT
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B
BID NO. 13-169

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:

Adding Sample Contract and Exhibit D.

All other terms and conditions shall remain unchanged.

Dated this 14th day of May, 2013.

Vince Mejer
Purchasing Agent

ADDENDUM NO 2

WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENT
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B
BID NO. 13-169

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 acknowledged receipt of this addendum in the space provided in the Attribute Section.

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

THE BID OPENING DATE SHALL REMAIN FRIDAY, MAY 24, 2013 AT 12:OO NOON

1. The Bid Proposal Sheet has been revised

City of Lincoln
Engineering Services

ADDENDUM NO. 3

WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENT
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B
BID NO. 13-169

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.

1. Refer to the attached questions from prospective bidders and the associated responses.

Dated this 20th day of May 2013.

This document was originally issued and sealed by Shane A. King, E-12448 on May 20, 2013. This media should not be considered a certified document.

QUESTIONS/RESPONSES
Addendum No. 3
May 20, 2013

1. What size is the beam post at the different locations: NDOR has five different beam sizes for the breakaway posts. I have not found where the beam size is provided.

   Response: All five post sizes are listed on plan sheet 11 and are categorized by sign size. For this project, all Wayfinding signs are less than 85 square feet.

2. The total quantities for sign support structural steel is 10,288 lbs on sheet #2. Are there lengths for the posts at the different locations? I see the minimum lengths on sheet 13, but can the City provide overall lengths for the wayfinding posts?

   Response: The weight (pounds) was approximated for each location based on the mounting height requirements on plan sheet 13 and the sign dimension at the location. The quantity is approximate as the exact length required to meet minimum mounting height requirements will be dependent on the elevation (grade slope) at each site which shall be verified by the Contractor. The posts shall be cut off flush with the top of the Topper sign.

This document was originally issued and sealed by Shane A. King, E-12448 on May 20, 2013. This media should not be considered a certified document.

ADDENDUM NO. 4

WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENT
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B
BID NO. 13-169

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.

1. Refer to the attached question from prospective bidders and the associated response.

Dated this 21st day of May 2013.

This document was originally issued and sealed by Shane A. King, E-12448 on May 21, 2013. This media should not be considered a certified document.

QUESTION/RESPONSE
Addendum No. 4
May 21, 2013

1. Regarding the "guide" signs part of the sign project, are you requesting those to be digitally printed as well? It is recommended that you do so, in that they all have the same production process.

   Response: Refer to the Special Provisions – SIGN SHEETING, pages 12 thru 17.

   The Sign Sheeting special provision applies to all signs in the plans.

This document was originally issued and sealed by Shane A. King, E-12448 on May 21, 2013. This media should not be considered a certified document.

ADDENDUM NO. 5

WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENT
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B
BID NO. 13-169

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.

1. Refer to the Notice to Bidders and REVISE the bid date as follows:

   "Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 noon, Wednesday, May 29, 2013** for providing the following:

   JPA Haymarket Infrastructure Improvements
   Guide & Wayfinding Signs
   Project 870951B
   Bid No. 13-169

2. Refer to the Notice to Bidders and add the following:

   "All questions regarding the project shall be submitted to the Purchasing Agent no later than 12:00 (noon) on Thursday, May 23, 2013. Questions submitted after this date and time will not receive responses prior to bids being received for this project."

3. Refer to the attached question from prospective bidders and the associated response.

Dated this 22nd day of May 2013.

This document was originally issued and sealed by Shane A. King, E-12448 on May 22, 2013. This media should not be considered a certified document.

QUESTION/RESPONSE
Addendum No. 5
May 22, 2013

1. All the DOT Requirements in States and Cities we've worked in use reflective sheeting and do not digitally print large guide signs. This includes Nebraska, Iowa, Kansas, and Multiple Cities, including the City of Lincoln. We have also been told that this is the standard for the Federal MUTCD requirement also and if the signs have to be digitally printed it is going to limit who will be able to bid to someone that performs the printing.

   I just want to make sure that the city wants to move forward with the digitally printed signs instead of the standard method of using the reflective sheeting as has been done in the past.

   Response: The Special Provisions and Addendum 4 do not dictate digitally printing the Green guide signs. Addendum 4 was intended to direct Bidders to the requirements of the "Sign Sheeting" Special Provision. Again, Bidders should be aware of the requirements of the "Sign Sheeting" Special Provision; it contains verbiage regarding screen printing for ordinary color signs.

This document was originally issued and sealed by Shane A. King, E-12448 on May 22, 2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	1
Date: 6/7/2013	Drawn: TMR
	Checked: JPP
	Approved: SAK

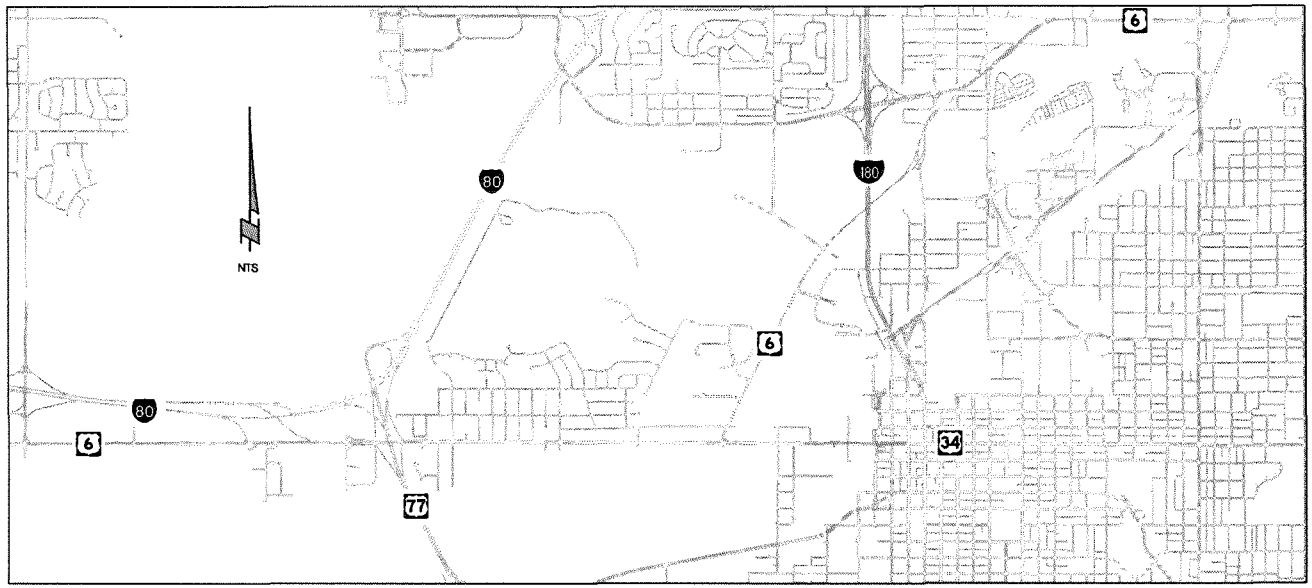
WEST HAYMARKET JOINT PUBLIC AGENCY (2013)
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B

Diggers Hotline Of Nebraska
Statewide (800) 331-5666 or "811" www.ne-diggers.com
Call Before You Dig... Its The Law

PRIOR TO CONSTRUCTION:

CALL : 1-800-331-5666 OR 811 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLEVISION AND CITY OF LINCOLN UTILITIES.

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.



SHT. NO.	SHEET INDEX
1	COVER
2	SUMMARY OF QUANTITIES
3	GENERAL NOTES
4 - 14	DETAILS
15	HORIZONTAL CONTROL
16 - 26	GUIDE SIGNING
27 - 49	WAYFINDING SIGNING

PROJECT CONTACT

CONSTRUCTION ENGINEER
ENGINEERING SERVICES:
901 W. BOND SUITE 100
LINCOLN, NE 68521
ATTN: CHAD BLAHAK.....(402) 309-4608

DESIGN ENGINEER
OLSSON ASSOCIATES:
1111 LINCOLN MALL
LINCOLN, NE 68508
ATTN: SHANE KING.....(402) 458-6011

CITY FIBER
ENGINEERING SERVICES:
901 W. BOND SUITE 100
LINCOLN, NE 68521
ATTN: DAVE BERNT.....(402) 430-5222

CITY SIGNALS
ENGINEERING SERVICES:
901 W. BOND SUITE 100
LINCOLN, NE 68521
ATTN: ERIN SOKOUK.....(402) 441-7711

PROGRAM MANAGER
PC SPORTS:
311 N 6TH STREET
LINCOLN, NE 68508
ATTN: CALEB SWANSON.....(402) 405-9932

AUTHORIZED FOR CONSTRUCTION

CITY ENGINEER'S OFFICE DATE

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

COVER

116-B-11

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ: Haymarket
USER: sking
DATE: 6/7/2013
DGN: P:\PROJECTS\870-849\Design\Sheets_Signs\General\870951COV.dgn

This document was originally issued and sealed by Shane A King, E-12448 on 06/06/2013. This media should not be considered a certified document.

TOTAL QUANTITIES			
ITEM	ITEM DESCRIPTION	UNIT	QUANTITY
01.00001	MOBILIZATION	LUMP SUM	1
01.01001	CONSTRUCTION STAKING	LUMP SUM	1
14.01110	REMOVE TRAFFIC SIGN ONLY	EACH	5
14.01111	REMOVE TRAFIC SIGN AND POST	EACH	4
15.00901	TRAFFIC CONTROL FOR CONSTRUCTION	LUMP SUM	1
24.01012	REMOVE STREET LIGHT POLE	EACH	3
24.01021	REMOVE STREET LIGHT POLE FOUNDATION	EACH	3
24.01030	REMOVE CABLE	LIN. FT.	162
24.01110	RELOCATE CABLE	LIN. FT.	2,079
24.03215	CONDUIT, 1.5" TRENCHED	LIN. FT.	10
24.03220	CONDUIT, 2" TRENCHED	LIN. FT.	20
24.08100	INSTALL MAST ARM POLE, MA-1 TO 46'	EACH	1
24.08200	INSTALL MAST ARM POLE, MA-2 TO 46'	EACH	1
24.12208	CABLE, NO 8 CIRCUIT GROUND	LIN. FT.	305
24.12506	CABLE, NO 6 STREET LIGHT	LIN. FT.	210
24.14140	LUMINAIRE, 400W HPSV-SC	EACH	3
50.00001	REMOVE GUIDE SIGN	EACH	8
50.00001	RELOCATE POLE MOUNTED TRASH CAN	EACH	1
50.00001	RELOCATE TRAFFIC SIGN TO POLE	EACH	10
50.00001	INSTALL SPECIAL POLE 1	EACH	1
50.00001	INSTALL SPECIAL POLE 2	EACH	1
50.00010	FOUNDATION CONCRETE	CU. YDS.	29.8
50.00015	EXTRA WORK	LUMP SUM	1
50.00015	SIGN SAMPLE	LUMP SUM	1
50.00025	REINFORCING STEEL	LBS	4,307
50.00025	SIGN SUPPORT STRUCTURAL STEEL	LBS	10,288
50.00045	TOPPER SIGN	SQ. FT.	119.4
50.00045	GUIDE SIGN	SQ. FT.	581.7
50.00045	WAYFINDING SIGN	SQ. FT.	503.0

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

SUMMARY OF QUANTITIES

This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, GuideS & Wayfinding Signs
PROG: Pat Parkside
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\010-2451\Design\Sheets_Signs\General\070951B000.dgn

118-B-11

PROJECT NO.	SHEET NO.
870951B	3
Date: 6/7/2013	Drawn: TMR Checked: JPP Approved: SAK

LINCOLN Haymarket Infrastructure "Lite" — WEST HAYMARKET

(Water Valve)
(Fire Hydrant)
(Spot Shot)
(Flared End Section)
(Pull Box)
(Decid Tree 12 To 23 Inches)
(Conif Tree Under 12 Inches)
(Light Pole)
(Sign)
(Utility Pole)
(Storm Sewer Inlet)
(Decid Tree Under 12 Inches)
(Conif Tree 12 To 23 Inches)
(Telephone Manhole)
(Sewer Manhole)
(Guy Anchor)
(Storm Sewer Inlet Grate)
(Gas Vavle)
(Water Stop Box)
(Lotcorner)
(Storm Drainage Manhole)
(Electric Manhole)
(Cbush)
(Dbush)
(Lawn Sprinkler Control Box)
(Electric Riser Box)
(Water Man Hole)
(Telephone Box)
(Decid Tree 24 To 35 Inches)
(Ornamental Light Pole)
(TV Riser)
(Center Line)

(Gutter)
Steps
(Top Of Retaining Wall)
(Bottom Of Retaining Wall)
(Building Corner)
(Edge of Concrete)
(Breakline)
(Edge of Asphalt)
(Misc Points)
(Sidewalk)
(Edge of Rock)
(Headwall Bottom)
(Headwall Top)
(Back of Curb)
(Reinforced Concrete Pipe)
(Edge of Gravel)
(Cbushrow)
(Guard Rail)
(Fence - Chain Link)
(Underground Elec)
(Underground San)
(Underground Water)
(Underground Gas)
(Underground Storm Drainage)
(Underground Telephone Fiber Op)

GENERAL PROJECT NOTES

1. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES UPON THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND CONSTRUCTIONS.
2. SEE SPECIAL PROVISIONS FOR MATERIAL SPECIFICATIONS, PROJECT CONTACTS, AND OTHER REQUIREMENTS.
3. ROUTING OF CABLE MAY BE ALTERED BY THE PROJECT ENGINEER, IF NECESSARY, TO SUIT FIELD CONDITIONS.
4. GROUNDING CONNECTIONS IN PULL BOXES AND JUNCTION BOXES SHALL BE MADE USING EXOTHERMIC WELDS.
5. LOCATION POINTS GIVEN ARE ON THE LANCASTER COUNTY GRID. SEE HORIZONTAL CONTROL SHEET.
6. REMOVED MATERIALS WILL BE RE-INSTALLED ON THE PROJECT OR DELIVERED TO A LOCATION AS INDICATED ON THE PLANS OR WILL BECOME THE PROPERTY OF THE CONTRACTOR.
7. ANY CONCRETE WORK NECESSARY FOR REMOVAL OF ITEMS OR INSTALLATION OF OTHERS SHALL BE CONSIDERED SUBSIDIARY UNLESS SPECIFIED OTHERWISE. THE CONTRACTOR WILL REPLACE ALL REMOVED CONCRETE TO MATCH EXISTING CONDITIONS AND MUST MEET CITY SPECIFICATIONS FOR APPROPRIATE APPLICATION; SIDEWALK, MEDIAN, ETC.
8. CONDUIT SPLICES NOTED ON THE PLANS ARE CONSIDERED SUBSIDIARY TO THE CONDUIT INTALLATION AND SHALL MEET THE REQUIREMENTS OF CITY STANDARD SPECIFICATIONS.
9. ADJUSTING THE VERTICAL "POSTS" ALONG THE OVERHEAD TRUSSES TO FACILITATE PROPER MOUNTING LOCATION OF THE NEW GUIDE SIGN IS CONSIDERED SUBSIDIARY TO THE SIGN INSTALLATION.
10. GUIDE AND WAYFINDING SIGN MOUNTING DETAILS ARE PROVIDED (NDOR STANDARD). THE CONTRACTOR SHALL FURNISH ALL NECESSARY MOUNTING MATERIALS.
11. WAYFINDING SIGN POST DETAILS ARE PROVIDED (NDOR STANDARD).
12. FOR MAST ARM MOUNTED GUIDE SIGNS, THE CONTRACTOR SHALL PROVIDE ALL MOUNTING MATERIALS AND MOUNT THE SIGN ON THE MAST ARM SIMILAR TO THE TYPICAL CITY "METRO STREET NAME" INSTALLATION METHODS.
13. FOR POLE MOUNTED WAYFINDING SIGNS, THE CONTRACTOR SHALL PROVIDE ALL MOUNTING MATERIALS AND MOUNT THE SIGN ON THE POLE SIMILAR TO THE TYPICAL CITY MOUNTING SPECIFICATIONS FOR "OTHER POLES".
14. PER THE DETAIL, WAYFINDING POST LENGTHS WILL VARY.
15. ALL SIGNS SHALL BE RETROREFLECTIVE AS OUTLINED IN THE SPECIAL PROVISIONS.

Traffic Signal Cable Designations

C is conductor (ie.. 3/C)
CC is Coaxial Cable, RG6
CCC is Camera Control Cable
CDC is Camera Detector Cable
CG is Circuit Ground
CPC is 4/C, 12 gauge Camera Power Cable
DB is Direct Buried
EDC is Emergency Detector Cable
EX is Existing
INS is Install
INT is Intraduct
LC is Lead-In Cable, 2/C
MM is Multi Mode Fiber Cable
NO is Number
PR is Pair of Communication (ie.. 6 PR)
REL is Relocate
REM is Remove
SC is Service Cable
SL is Street Light
SOC is Conduit Sock
SM is Single Mode Fiber Cable
ETW is Electric Tracer Wire
Cable is new if no designation

Conduit Designations

B is Conduit Bored (ie..3" B)
T is Conduit Trenched (ie..3" T)

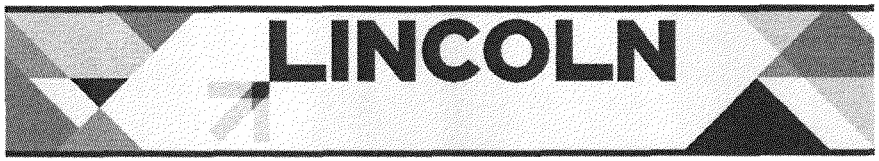
PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

GENERAL NOTES

118-B-11

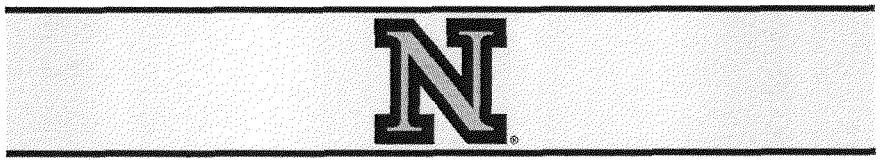
This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

118-B-11



CITY TOPPER

HAYMARKET TOPPER



UNL TOPPER

TOPPER NOTES:

1. TOPPER ILLUSTRATIONS ARE SHOWN.
2. ALL TOPPERS SHALL BE A SINGLE, FLAT PANEL.
3. SEE SPECIAL PROVISIONS FOR ADDITIONAL DETAILS REGARDING COLOR AND DESIGN.
4. TOPPERS ARE 8"x46" OR 12"x69".

DETAILS

PROJ: Dynamic Message, Guide, & Wayfinding Signs
FDR: PM, Parkside
USER: sdkng
DATE: 5/7/2013
DGN: P:\PROJECTS\870-2501\Design\Sheets_Signs\General\870951B0701.dgn

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

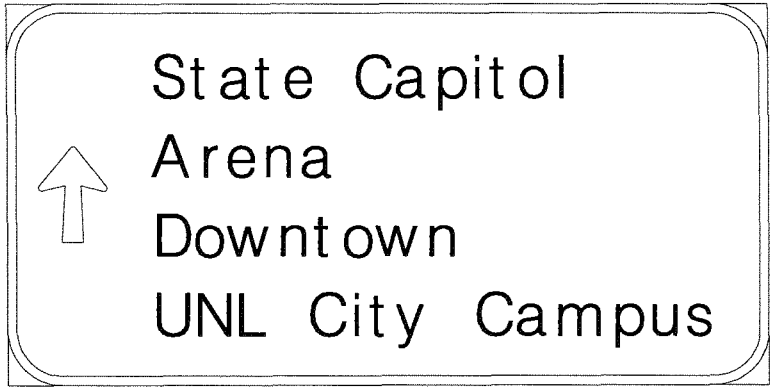
PROJECT NO.	SHEET NO.
870951B	5
Date: 6/17/2013	Drawn: TMR Checked: JPP Approved: SAK

LINCOLN Haymarket Infrastructure District

WEST HAYMARKET

118-B-11

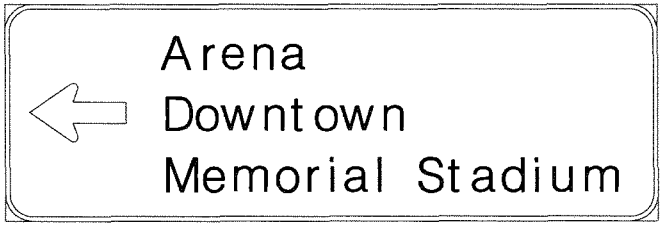
GUIDE SIGN G1 (SINGLE PANEL)



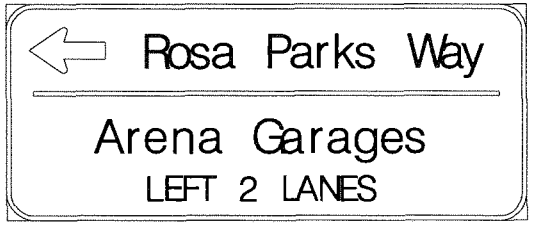
GUIDE SIGN G2 (EXTRUDED PANEL)

GUIDE SIGN NOTES:

1. FABRICATE SIGNS PER DETAILS IN SPECIAL PROVISIONS.
2. ALL GUIDE SIGNS ARE TYPICAL MUTCD GREEN AND WHITE.
3. SINGLE, FLAT PANEL OR EXTRUDED PANEL IS SPECIFIED.

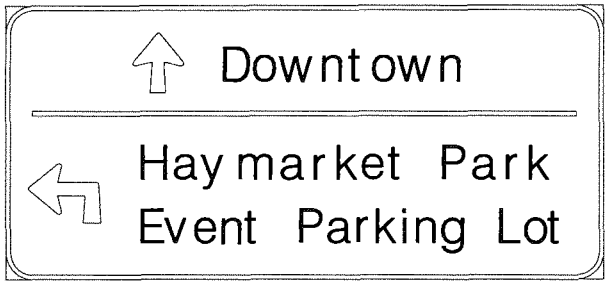


GUIDE SIGN G3 (EXTRUDED PANEL)



GUIDE SIGN G4 (EXTRUDED PANEL)

GUIDE SIGN G5 (SINGLE PANEL)



GUIDE SIGN G6 (EXTRUDED PANEL)

DETAILS

118-B-11

PROJ: Dynamic Message, Guide, & Wayfinding Signs
FILE: 118_Details
USER: sak7010
DATE: 6/17/2013
DGN: F:\PROJECTS\700-849\Design\Sheets_Signs\General\870951B\118-B-11.dgn

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

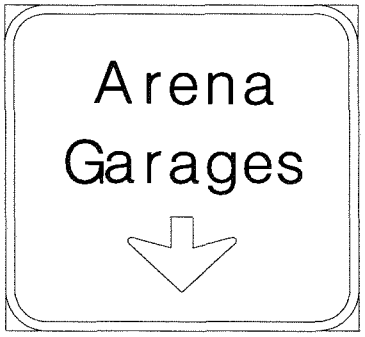
118-B-11

PROJECT NO.	SHEET NO.
870951B	6
Date: 5/7/2013	Drawn: TMR
	Checked: JFP
	Approved: SAK

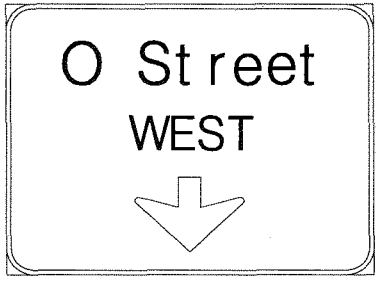
LINCOLN Nebraska's Infrastructure Team

WEST HAYMARKET

GUIDE SIGN G7 (EXTRUDED PANEL)
WITH ACCOMPANYING 12"x66" PLAQUE



GUIDE SIGN G8 (EXTRUDED PANEL)



GUIDE SIGN G9 (EXTRUDED PANEL)

GUIDE SIGN NOTES:

1. FABRICATE SIGNS PER DETAILS IN SPECIAL PROVISIONS.
2. ALL GUIDE SIGNS ARE TYPICAL MUTCD GREEN AND WHITE.
3. SINGLE, FLAT PANEL OR EXTRUDED PANEL IS SPECIFIED.

GUIDE SIGN G10 (SINGLE PANEL)

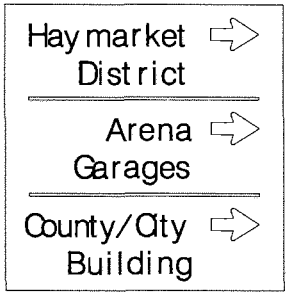
GUIDE SIGN G11 (SINGLE PANEL)

GUIDE SIGN G12 (EXTRUDED PANEL)

DETAILS

This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
FSER: Pat Trendulo
USER: pfrey
DATE: 5/7/2013
DGN: F:\PROJECTS\870-3401\Design\Sheets_Signs\General\870951b0703.dgn



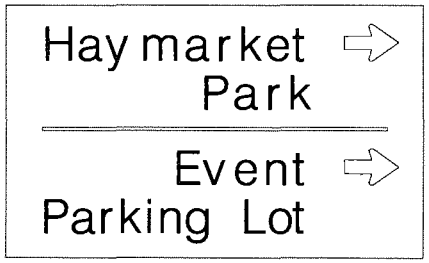
WAYFINDING SIGN C1

WAYFINDING SIGN C2

WAYFINDING SIGN C3

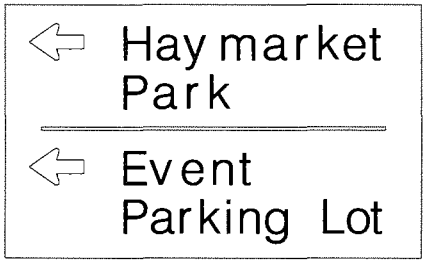
WAYFINDING SIGN NOTES:

1. FABRICATE SIGNS PER DETAILS IN SPECIAL PROVISIONS.
2. COLORS ARE SPECIFIED IN SPECIAL PROVISIONS.
3. ALL WAYFINDING SIGNS ARE SINGLE, FLAT PANEL.



WAYFINDING SIGN C4

WAYFINDING SIGN C5

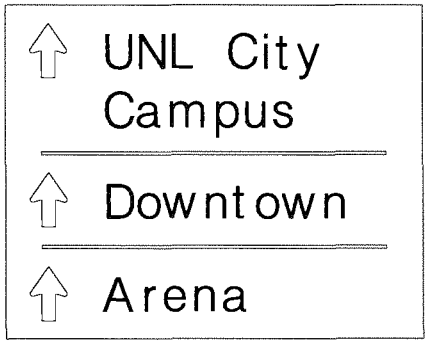


WAYFINDING SIGN C6

DETAILS

This document was originally issued and sealed by Shane A King. E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
FILE: 118-B-11.dgn
USER: Pw_tmaddox
DATE: 5/7/2013
DGN: F:\PROJECTS\870-2401\Design\Sheets_Signs\General\870951B\118-B-11.dgn



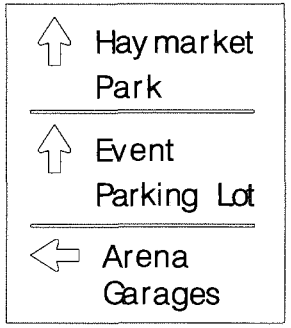
WAYFINDING SIGN C7

WAYFINDING SIGN C8

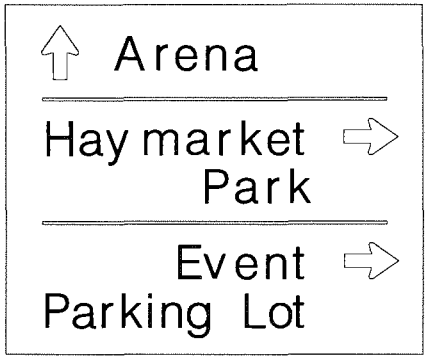
WAYFINDING SIGN C9

WAYFINDING SIGN NOTES:

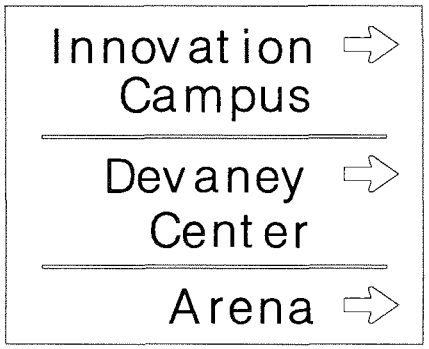
1. FABRICATE SIGNS PER DETAILS IN SPECIAL PROVISIONS.
2. COLORS ARE SPECIFIED IN SPECIAL PROVISIONS.
3. ALL WAYFINDING SIGNS ARE SINGLE, FLAT PANEL.



WAYFINDING SIGN C10



WAYFINDING SIGN C11

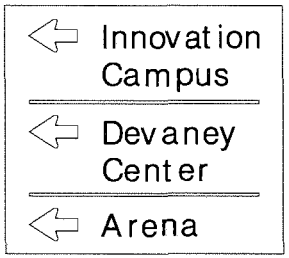


WAYFINDING SIGN C12

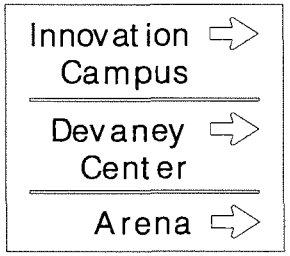
DETAILS

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

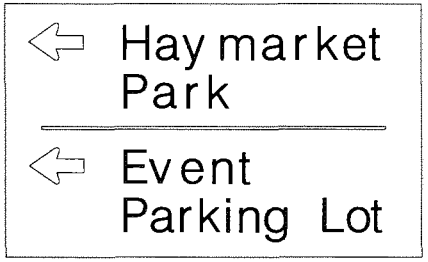
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROG: Pay Schedule
USER: sking
DATE: 6/7/2013
DGN: F:\PROJECTS\870-S401\Design\Sheets_Signs\General\870951B0708.dgn



WAYFINDING SIGN C13



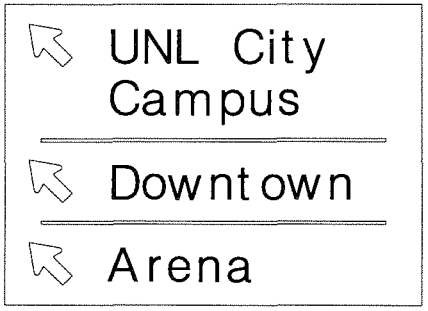
WAYFINDING SIGN C14



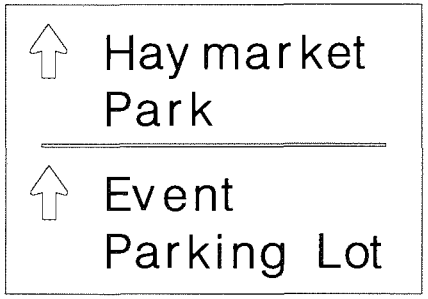
WAYFINDING SIGN C15

WAYFINDING SIGN NOTES:

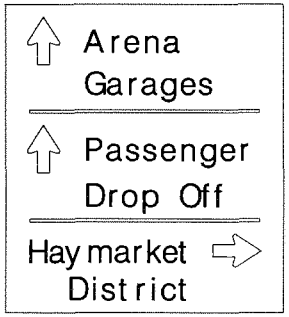
1. FABRICATE SIGNS PER DETAILS IN SPECIAL PROVISIONS.
2. COLORS ARE SPECIFIED IN SPECIAL PROVISIONS.
3. ALL WAYFINDING SIGNS ARE SINGLE, FLAT PANEL.



WAYFINDING SIGN C16



WAYFINDING SIGN C17



WAYFINDING SIGN H1

DETAILS

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
FILE: PM_Portable
USER: sakin
DATE: 5/7/2013
DGN: F:\PROJECTS\870-2451\Design\Sheets_Signs\General\870951b0705.dgn

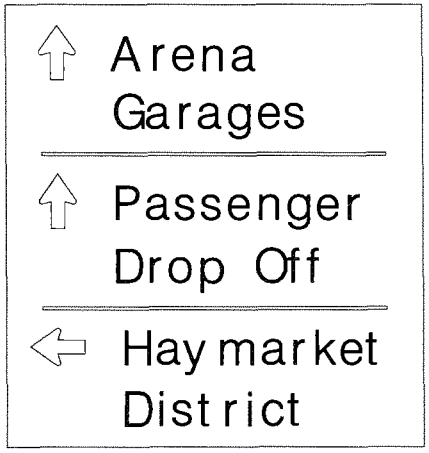
118-B-11

PROJECT NO.	SHEET NO.
970951B	10
Date: 5/7/2013	Drawn: TMR
	Checked: JPP
	Approved: SAK

LINCOLN Haymarket Infrastructure Team

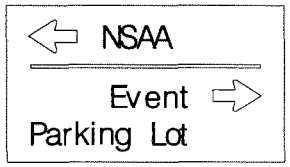
WEST HAYMARKET

118-B-11



WAYFINDING SIGN H2

WAYFINDING SIGN H3

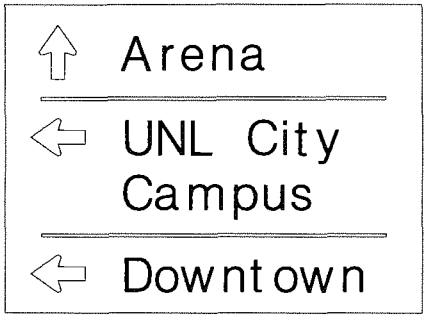


WAYFINDING SIGN H4

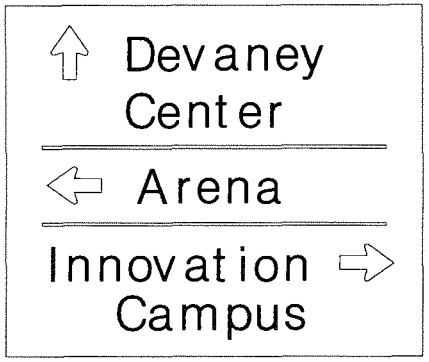
WAYFINDING SIGN H5

WAYFINDING SIGN NOTES:

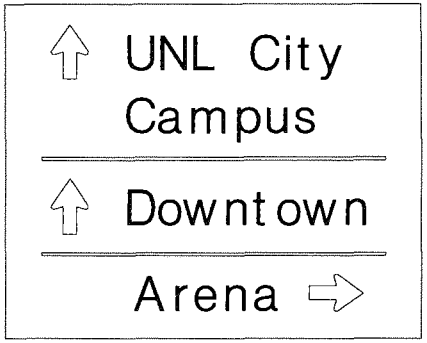
1. FABRICATE SIGNS PER DETAILS IN SPECIAL PROVISIONS.
2. COLORS ARE SPECIFIED IN SPECIAL PROVISIONS.
3. ALL WAYFINDING SIGNS ARE SINGLE, FLAT PANEL.



WAYFINDING SIGN U1



WAYFINDING SIGN U2



WAYFINDING SIGN U3

DETAILS

118-B-11

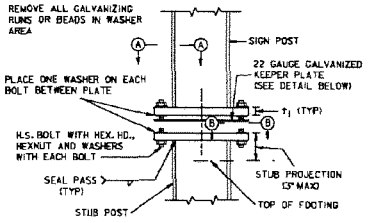
PROJ: Dynamic Message, Guide, & Wayfinding Signs
FSN: PM_Portstule
USER: akfong
DATE: 5/7/2013
DGN: P:\PROJECTS\200-2481\Design\Sheets_Signs\General\970951b2700f.dgn

118-B-11

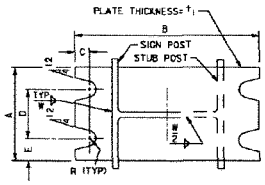
This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	11
Date: 6/7/2013	Drawn: TMR Checked: JPP Approved: SAK

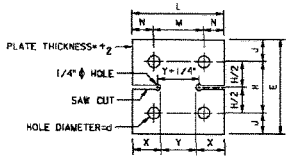
LINCOLN Haymarket Infrastructure Team — WEST HAYMARKET



SIGN POST & STUB POST ELEVATION

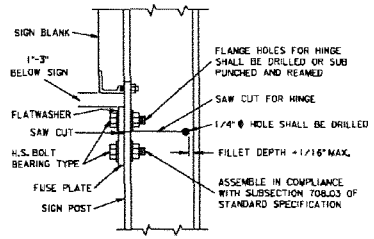


SECTION A-A SECTION B-B

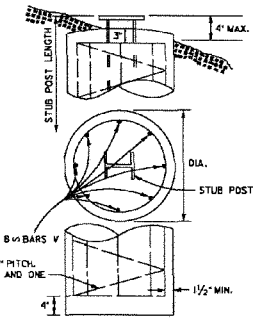


FUSE LINK PLATE DETAIL

USE H.S. BOLTS WITH HEX. HD. & HEX. NUT, ONE FLAT WASHER UNDER EACH BOLT HEAD AND UNDER EACH NUT.



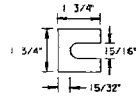
FUSE LINK PLATE INSTALLED



FOOTING DETAIL

STUB POST BASE CONNECTION TABLE												
SIGN AREA SQ. FT.	POST NO.	W SHAPES	BOLT SIZE, LENGTH & MAX. TORQUE	A	B	C	D	E	T_1	W	R	* CONNECTION WT. IN LBS.
0-85	I	W6 x 15	3/4" x 3-1/4" 80 FT.-LB.	6	10 1/4	3/4"	3 1/2	1 1/4	1	5/16	13/32	88
86-120	II	W8 x 18			12 1/2							105
121-170	III	W8 x 24	7/8" x 4" 100 FT.-LB.	8	13 1/8	7/8"	4	2	1 1/4	3/8	15/32	164
171-225	IV	W8 x 31			13 1/4							184
OVER 225	V	W8 x 48			13 3/4							238

* INCLUDES WEIGHTS OF 2 BASE CONNECTION PLATES, BOLTS, WASHERS, STUB POST, FUSE PLATE AND WELDING. WEIGHT OF POST, ABOVE BASE CONNECTION, SHALL BE COMPUTED AND ADDED FOR EACH LOCATION.

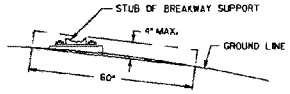


SHIM DETAIL

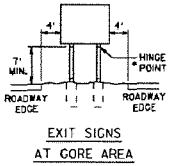
FURNISH 2 ω.012"± THICK AND 2 ω.032"± THICK SHIMS PER POST. SHIMS SHALL BE FABRICATED FROM BRASS SHIM STOCK OR STRIP CONFORMING TO A.S.T.M.-B36.

FUSE LINK PLATE TABLE													
											BOLT		PLATE
POST NO.	E	H	J	L	M	N	X	Y	d	t	DIA.	MIN. LENGTH	WT. IN lbs.
I	5 1/4	2 3/4	1 1/4	5	2 3/4	1 1/8	2 1/16	7/8	11/16	3/8	5/8	2 1/4	2.54
II	5 1/4	2 3/4	1 1/4	5	2 3/4	1 1/8	2 1/16	7/8	11/16	3/8	5/8	2 1/4	2.54
III	6 1/2	3 1/2	1 1/2	6 1/2	3 1/2	1 1/2	2	2 1/2	15/16	1/2	7/8	2 3/4	5.63
IV	6 1/2	3 1/2	1 1/2	6 1/2	3 1/2	1 1/2	2	2 1/2	15/16	1/2	7/8	3	5.63
V	6 1/2	3 1/2	1 1/2	6 1/2	3 1/2	1 1/2	2	2 1/2	15/16	1/2	7/8	3	5.63

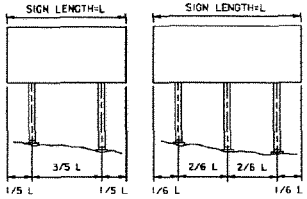
IF MINIMUM BOLT LENGTHS AS SHOWN IN TABLE ARE NOT AVAILABLE, USE NEXT LONGER STANDARD BOLT LENGTH.



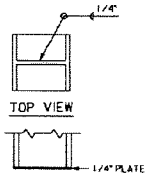
BREAKWAY SUPPORT STUB HEIGHT MEASUREMENT



EXIT SIGNS AT GORE AREA



POST SPACING



STUB POST BASE

FOR ALL W SHAPES

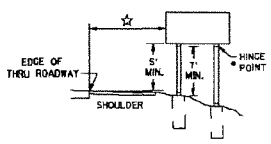
FUSE PLATE BOLT TENSION		
BOLT SIZE	REQUIRED MIN. BOLT TENSION (lbs.)	EQUIVALANT TENSION
1/2	12,050	*
5/8	19,200	*
3/4	28,400	*
7/8	39,250	*
1	51,500	*

* SEE NOTE 9

FOOTING TABLE						
POST NO.	STUB POST LENGTH	STUB POST PROJECTION	DIA.	DEPTH	CU. YDS. OF CONC.	VERTICAL REBAR SIZE
I	3'-0"	3"	24"	4'-6"	.52	#4
II	3'-0"	3"	30"	4'-6"	.82	#4
III	3'-0"	3"	30"	5'-0"	.91	#5
IV	3'-0"	3"	36"	5'-6"	1.44	#5
V	3'-0"	3"	36"	5'-6"	1.44	#5

NOTE: SEE STUB POST BASE CONNECTION TABLE FOR DIMENSIONS.

ALL TABLE DIMENSIONS IN INCHES EXCEPT AS INDICATED.

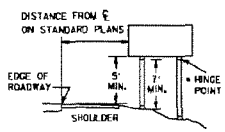


☆ RURAL FREEWAY (INTERSTATE): EDGE OF SIGN SHALL BE LOCATED A MINIMUM OF 35 FT. FROM EDGE OF ROADWAY.

RURAL EXPRESSWAY: EDGE OF SIGN SHALL BE LOCATED A MINIMUM OF 30 FT. FROM EDGE OF ROADWAY.

URBAN FREEWAY (INTERSTATE) OR EXPRESSWAY: EDGE OF SIGN SHALL BE LOCATED A MINIMUM OF 30 FT. FROM EDGE OF THRU ROADWAY.

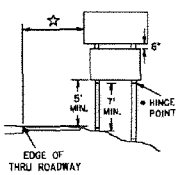
SIGNS LOCATED ADJACENT TO ROADWAY



RAMP SIGNS LOCATED OFF INTERSTATE

* THE HINGE POINT SHOULD BE AT LEAST 7 FEET ABOVE THE GROUND

NO SUPPLEMENTARY SIGN SHALL BE PLACED BELOW THE HINGES



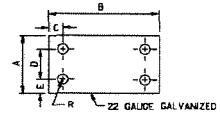
SUPPLEMENTARY SIGN MOUNTING

PROCEDURE FOR ASSEMBLY OF BASE CONNECTION

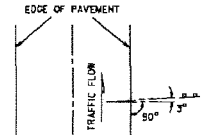
1. ASSEMBLE POST TO STUB WITH BOLTS, WITH ONE FLAT WASHER ON EACH BOLT BETWEEN PLATES.
2. SHIM AS REQUIRED TO PLUMB POST.
3. TIGHTEN ALL BOLTS THE MAXIMUM POSSIBLE WITH 12" TO 15" WRENCH TO BED WASHERS AND SHIMS AND TO CLEAN BOLT THREADS; THEN LOOSEN EACH BOLT IN TURN AND RETIGHTEN IN A SYSTEMATIC ORDER. THIS PROCEDURE SHALL BE REPEATED UNTIL ALL BOLTS HAVE BEEN PROPERLY TENSIONED BY THE TURN-OF-NUT METHOD (SEE NOTE 9).
4. BURR THREAD AT JUNCTION WITH NUT, USING A CENTER PUNCH TO PREVENT NUT LOOSENING.

GENERAL NOTES

1. THE FABRICATION OF THE SUPPORTS INVOLVING SUCH OPERATIONS AS CUTTING, DRILLING, WELDING AND CLEANING SHALL BE IN ACCORDANCE WITH SECTION 708. MILL TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO FABRICATION.
2. SIGNS SHALL BE ERECTED SO THE SIGN FACE IS TRULY VERTICAL AND AT A 93° ANGLE (AS SHOWN). WHEN THE SIGN IS 15' OR LESS FROM THE EDGE OF THE PAVEMENT, WHEN THE SIGN IS MORE THAN 15' FROM THE PAVEMENT EDGE, THE SIGN SHOULD BE PLACED NOT LESS THAN 90° TO THE DIRECTION OF TRAFFIC.
3. THE FOOTINGS ARE DESIGNED IN CYLINDRICAL SHAPE FOR USE WITH POWER EQUIPMENT, WHERE CONDITIONS PERMIT. CONCRETE MAY BE POURED AGAINST SOIL WITHOUT FORMING, EXCEPT FROM A MINIMUM OF 6" UNDER EXPOSED LOW SIDE (AS SHOWN) TO THE TOP OF THE FOOTING.
4. ALL CONCRETE SHALL BE CLASS "47B".
5. ALL STRUCTURAL STEEL SHALL COMPLY WITH ASTM-A36 OR EQUAL AND SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM-A123.
6. ALL BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED HIGH STRENGTH STEEL COMPLYING WITH ASTM-A325.
7. THE SAW CUT FOR THE HINGE SHOULD BE MADE ON THE JOB SITE TO AVOID DEFORMATION OF THE PRE-CUT POST IN SHIPPING. IF THE CONTRACTOR ELECTS TO SAW CUT FOR THE HINGE BEFORE GALVANIZING THE POST, THE POST SHALL BE CAREFULLY INSPECTED AT THE JOB SITE AND ANY DEFORMATION OF THE POST SHALL BE CAUSE OF REJECTING THE POST. IF THE SAW CUT IS FILLED WITH GALVANIZING MATERIAL ON ARRIVAL AT THE JOB SITE, THE CONTRACTOR SHALL BE REQUIRED TO REMOVE THE GALVANIZING FROM THE CUT. WHEN THE SAW CUT IS MADE AT THE JOB SITE, THE SAW CUT SHALL BE TREATED WITH A ZINC DUST-OXIDE PRIMER OR ZINC RICH PAINT COMPLYING WITH SECTION 1071.
8. ALL POSTS WITHIN A 7-FOOT PATH SHOULD NOT WEIGH MORE THAN 45 POUNDS PER FOOT AND THE TOTAL WEIGHT BELOW THE HINGE, BUT ABOVE THE SHEAR PLATE OF THE BREAKAWAY BASE, SHOULD NOT EXCEED 600 POUNDS.
9. FUSE PLATE BOLTS MUST BE TIGHTENED BY THE TURN-OF-NUT METHOD. SEE TABLE 708.04 FOR PROPER NUT ROTATION. ASSEMBLE IN COMPLIANCE WITH SUBSECTION 708.03.
10. SIGN POSTS SHALL BE CUT OFF FLUSH WITH THE TOP OF THE SIGN.



KEEPER PLATE



SIGN PLACEMENT

NOTES:

1. CONCRETE SHALL BE CLASS "47B-3500".
2. ALL APPLICABLE NDOR SPECIFICATIONS APPLY.

WAYFINDING SIGN POST

PROFESSIONAL CIVIL ENGINEER — SHANE A. KING — E-12448 — STATE OF NEBRASKA

DETAILS

118-B-11

PROJ: Dynamic Messages, Guide, & Wayfinding Signs
FILE: 118-B-11.dgn
USER: sang
DATE: 6/7/2013
DGN: F:\PROJECTS\70-3491\Design\Sheets_Signs\General\870951B\118.dgn

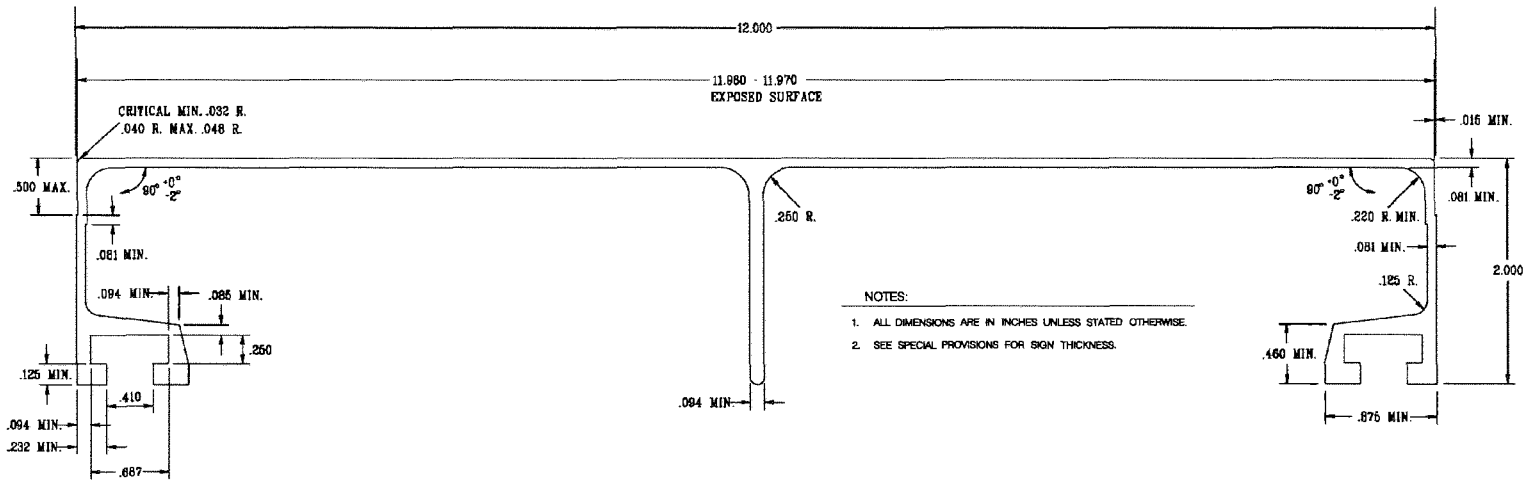
This document was originally issued and sealed by Shane A King, E-12448 on 06/06/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	12
Date: 6/7/2013	Drawn: TMR Checked: JPP Approved: SAK

LINCOLN Mid-Market Infrastructure "Early"

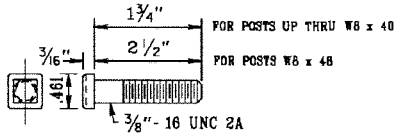
WEST HAYMARKET

118-B-11

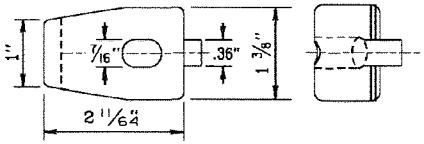


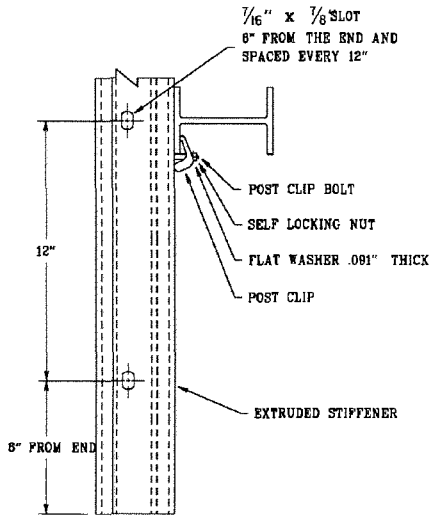
NOTES:

1. ALL DIMENSIONS ARE IN INCHES UNLESS STATED OTHERWISE.
2. SEE SPECIAL PROVISIONS FOR SIGN THICKNESS.

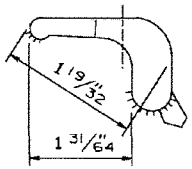


POST CLIP BOLT





TOP VIEW

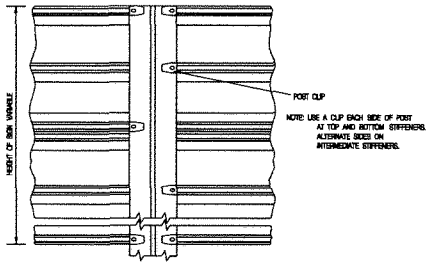


POST CLIP

EXTRUDED ALUMINUM PANEL

ALLOY 6063-T6 ALUMINUM
APPROXIMATE WEIGHT: 2.5#/LF

PANELS TO BE PROVIDED WITH SLOTTED BOLT HOLES
PANELS TO BE TREATED BY CHROMATE CONVERSION PROCESS AS PER ASTM B449, CLASS 2



TYPICAL MOUNTING FOR EXTRUSHEET SIGN PANEL

DETAILS

118-B-11

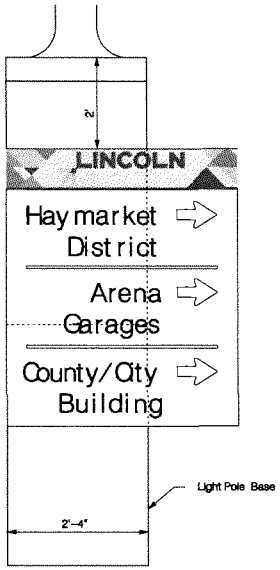
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PHASE: PS&E Template
USER: jpp
DATE: 6/7/2013
DGN: F:\PROJECTS\DG-2491\Design\Sheets_Signs\General\070951b0708.dgn

This document was originally issued and sealed by Shane A King, E-12448 on 06/06/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	13
Date: 6/7/2013	Drawn: TMR Checked: JPP Approved: SAK

LINCOLN Haymarket Infrastructure Team — WEST HAYMARKET

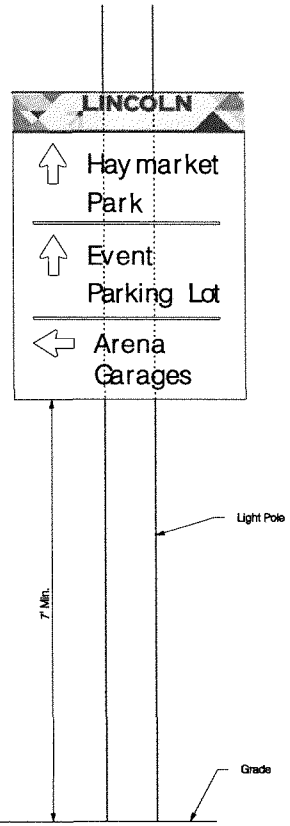
118-B-11



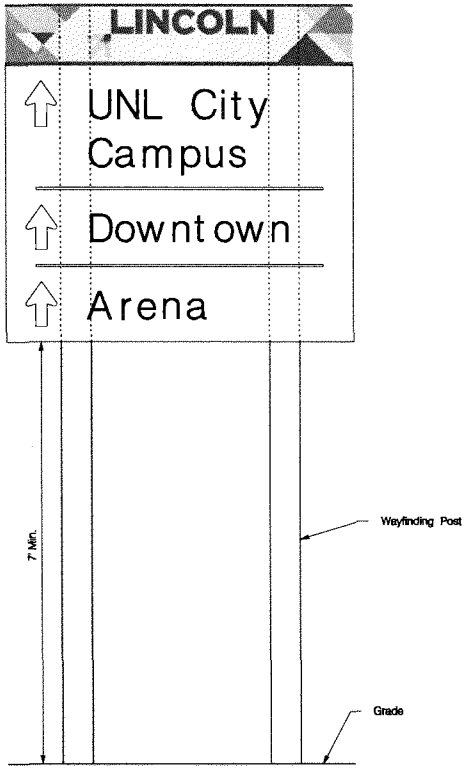
WAYFINDING SIGN C1 MOUNTING

WAYFINDING SIGN C1 NOTES:

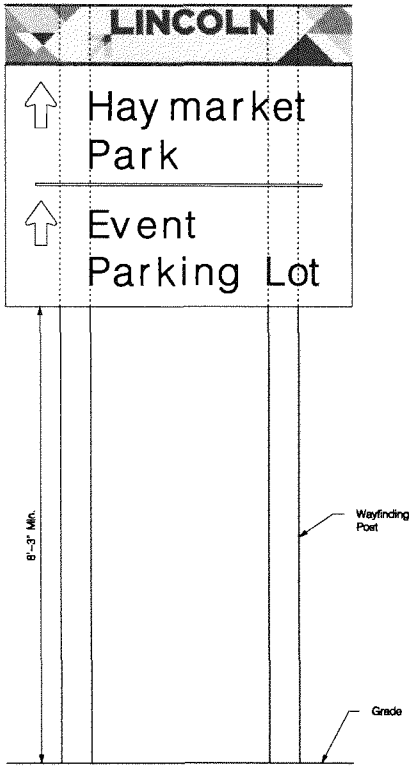
1. USE TWO ANCHORS IN THE TOPPER AND FOUR ANCHORS IN THE C1 SIGN.
2. SEE SPECIAL PROVISIONS FOR ADDITIONAL DETAILS AND MOUNTING/ANCHORING REQUIREMENTS.
3. DO NOT PLACE ANCHORS THROUGH SIGN TEXT.



TYPICAL WAYFINDING SIGN LIGHT POLE MOUNTING



TYPICAL WAYFINDING SIGN POST MOUNTING
(3 DESTINATIONS)



TYPICAL WAYFINDING SIGN POST MOUNTING
(2 DESTINATIONS)

MOUNTING NOTES:

1. NO GAP BETWEEN THE SIGN AND TOPPER.
2. 7' MOUNTING FOR 3 DESTINATIONS.
3. 8'-3" MOUNTING FOR 2 DESTINATIONS.

DETAILS

118-B-11

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ. No: Various
USER: sks
DATE: 6/7/2013
DGN: P:\PROJECTS\870-3481\Design\Sheets_Signs\General\870951B1710.dgn

118-B-11

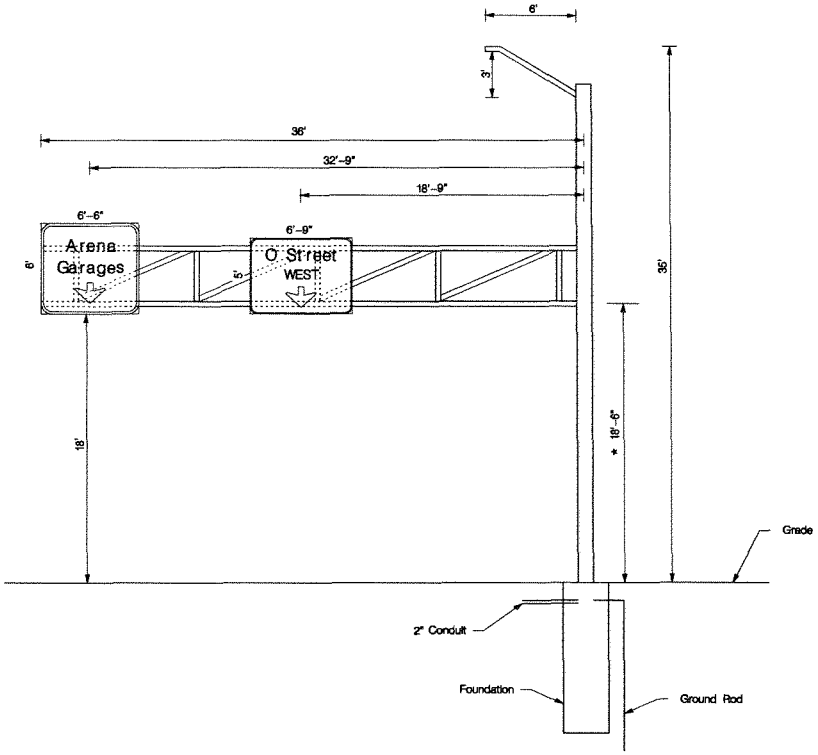
This document was originally issued and sealed by Shane A. King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	14
Date: 6/7/2013	Drawn: TMR
	Checked: JPP
	Approved: SAK

LINCOLN Northwest Infrastructure "24/7"

WEST HAYMARKET

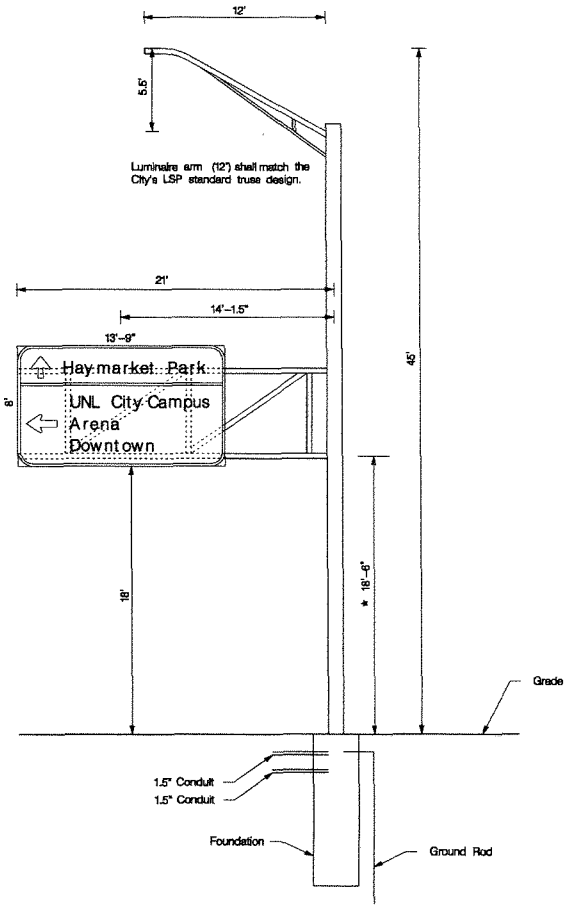
118-B-11



SPECIAL POLE 1 SCHEMATIC – NOT TO SCALE

* From the bottom of the base plate to center line of support arm.

Conduit and grounding shall also be installed as necessary per plans.



SPECIAL POLE 2 SCHEMATIC – NOT TO SCALE

* From the bottom of the base plate to center line of support arm.

NOTES:

1. SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS.

DETAILS

118-B-11

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PM: Pat Hawksbee
USER: Jeff Pry
DATE: 6/7/2013
DGN: F:\PROJECTS\100-249\Design\Sheets_Signs\General\870951B2TR.dgn

118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

BENCH MARKS

TAIL OF ARROW ON HYDRANT AT THE NORTHEAST CORNER OF 7TH AND 'P' STREETS.
EL = 1154.98 (NAVD88)

TAIL OF ARROW ON HYDRANT AT THE NORTHWEST CORNER OF 8TH AND 'O' STREETS.
EL = 1164.04 (NAVD88)

TAIL OF ARROW ON HYDRANT AT THE SOUTHEAST CORNER OF 8TH AND 'R' STREETS.
EL = 1163.95 (NAVD88)

CHISELED BOX ON TOP OF CURB AT MIDPOINT OF RETURN BETWEEN HANDICAP RAMP AT THE NORTHEAST CORNER OF 8TH AND 'S' STREETS.
N = 207022.0, E = 158011.6
EL = 1158.73 (NAVD88)

CHISELED BOX ON TOP OF CURB ON EAST SIDE OF INLET AT CUL-D-SAC AT NORTH END OF 8TH STREET BY PEDESTRIAN BRIDGE TO BASEBALL STADIUM.
N = 207512.1, E = 157997.1
EL = 1154.36 (NAVD88)

CHISELED BOX ON SOUTH ISLAND NOSE OF MIDDLE ISLAND INTO PARKING LOT ENTRANCE BY NORTHWEST CORNER OF UNL PARKING GARAGE ON 'U' STREET.
N = 207715.4, E = 158545.3
EL = 1163.64 (NAVD88)

TAIL OF ARROW ON HYDRANT AT THE NORTHEAST CORNER OF STADIUM DRIVE AND 'U' STREET.
EL = 1167.23 (NAVD88)

CHISELED BOX ON TOP OF CURB ON EAST SIDE OF STADIUM DRIVE ON NORTH SIDE OF DRIVEWAY AT NORTHWEST CORNER OF MEMORIAL STADIUM, 30 FEET SOUTH OF END OF PEDESTRIAN WALKWAY ON 10TH STREET.
N = 208275.2, E = 158835.2
EL = 1157.80 (NAVD88)

CHISELED BOX ON TOP OF CURB ON NORTH SIDE OF 'S' STREET AT MID POINT OF RETURN ON WEST SIDE OF 9TH STREET, NORTHEAST OF STORM SEWER MANHOLE.
N = 206979.3, E = 158334.2
EL = 1165.40 (NAVD88)

CHISELED BOX ON NORTHEAST CORNER OF RETAINING WALL ON WEST SIDE OF 7TH STREET ON SOUTH SIDE OF 'R' STREET.
N = 206526.9, E = 157626.6
EL = 1157.48 (NAVD88)

TAIL OF ARROW ON HYDRANT AT THE SOUTHWEST CORNER OF 7TH AND 'O' STREET.
EL = 1156.92 (NAVD88)

NGS BRASS CAP E 13, NORTHEAST CORNER OF 3RD AND 'J' STREETS NEAR POWER POLE
N = 203376.66, E = 156047.50
EL = 1150.84 (NAVD88)

NGS BRASS CAP W13 SET VERTICALLY IN SOUTH FACE OF LINCOLN STATION AT 201 NORTH 7TH STREET AT SOUTHWEST CORNER OF BUILDING.
EL = 1155.09 (NAVD88)

CONTROL POINTS

POINT	NORTH	EAST	DESCRIPTION
CP3	205410.83	155053.42	2" ALUM. CAP IN POT: 28' WEST OF WEST EDGE OF STREET LIGHT POLE BASE AND 3.6' SOUTH OF EDGE OF SIDEWALK. SW CORNER, SW QUARTER SEC. 23-10-6E
CP10	206567.30	157979.66	REBAR IN POT AT INTERSECTION OF 8TH AND "R" STREETS
CP60	206127.21	157673.31	PK NAIL IN ISLAND NOSE SOUTH OF 7TH AND "Q" STREETS
CP106	207783.74	158805.50	1/2" PIN IN POT AT INTERSECTION OF "U" STREET AND STADIUM DRIVE

NOTES:
1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES. UTILITIES SHOWN ARE PER RECORDS AND FIELD INFORMATION AS OF DECEMBER 29, 2010.

2. TREE SIZES ARE THE TRUNK SIZE AT APPROX. 3' FROM GROUND LEVEL. TREE CANOPY SIZES ARE NOT INCLUDED.

3. HORIZONTAL CONTROL IS: LANCASTER COUNTY GRID.

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

HORIZONTAL CONTROL

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

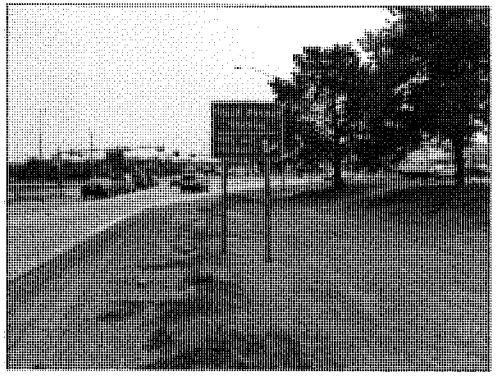
PROJ.: Dynamic Message, Guide, & Wayfinding Signs
PHASE: Schematic
USER: sak
DATE: 6/7/2013
DGN: P:\PROJECTS\200-2401\Design\Sheets_Signs\General\870951B-HZN.dgn

118-B-11

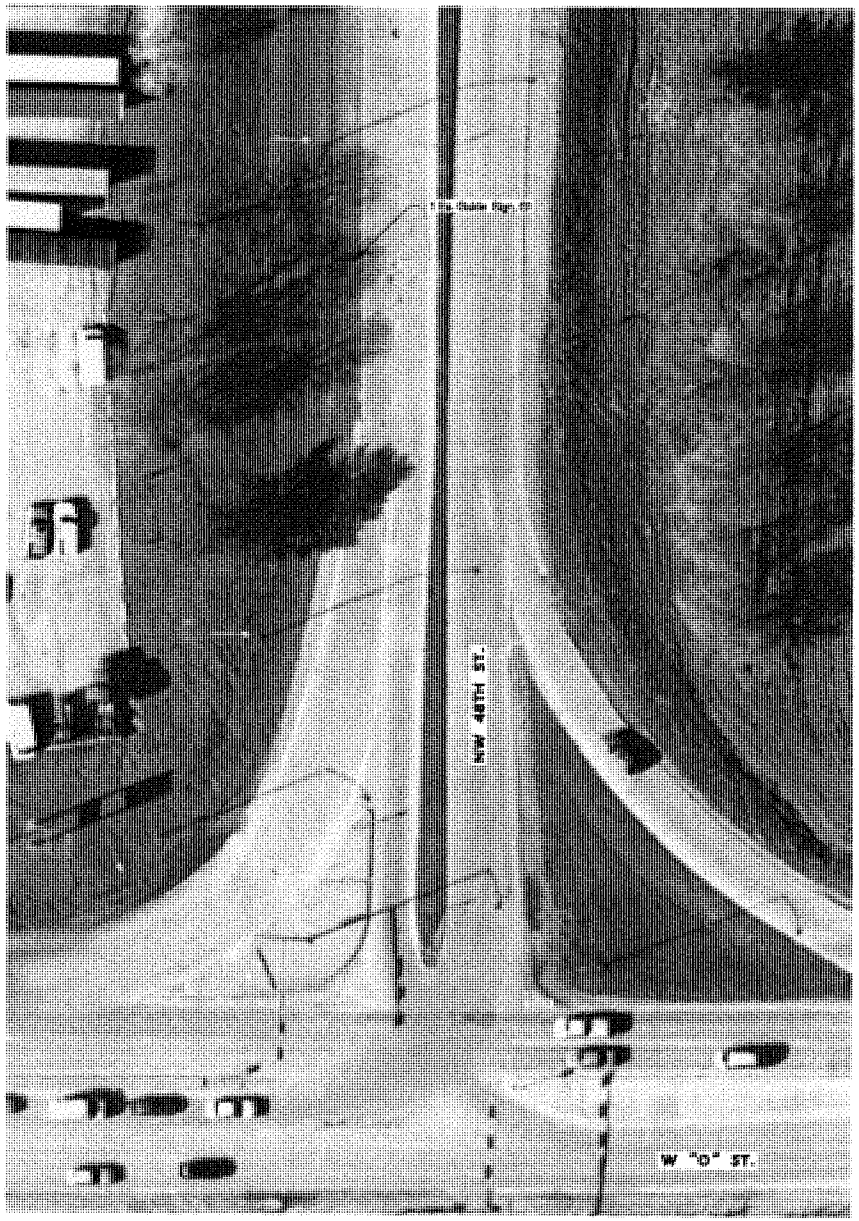
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PER: PM, Perlable
USER: Kelly Ryan
DATE: 8/7/2013
DGN: F:\PROJECTS\200-2481\Design\Sheets_Signs\Guide\870951b0261.dgn

LINCOLN Haymarket Infrastructure District	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	16
		Date: 8/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

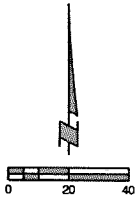
118-B-11



1. INSTALL G1 ON EXISTING WOOD POSTS BELOW EXISTING SIGN.



GUIDE SIGN G1



GUIDE SIGNING

118-B-11

118-B-11

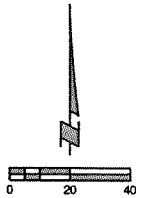
This document was originally issued and sealed by Shane A King, E-12448 on 08/08/2013. This media should not be considered a certified document.

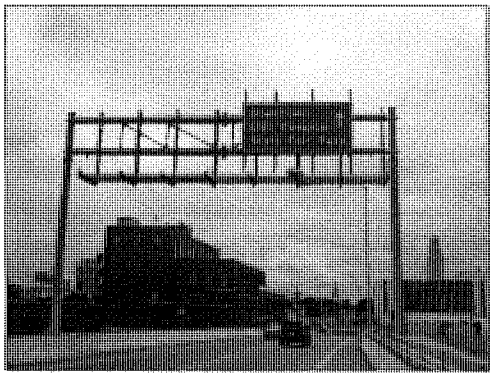
PROJECT NO.	SHEET NO.
870951B	17
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

LINCOLN Haymarket Infrastructure Team

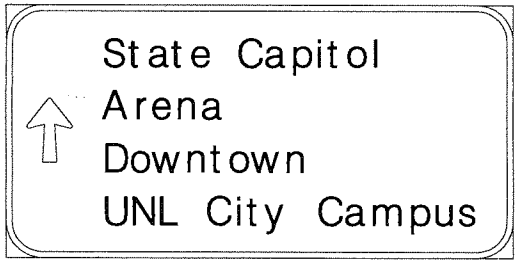
WEST HAYMARKET

118-B-11

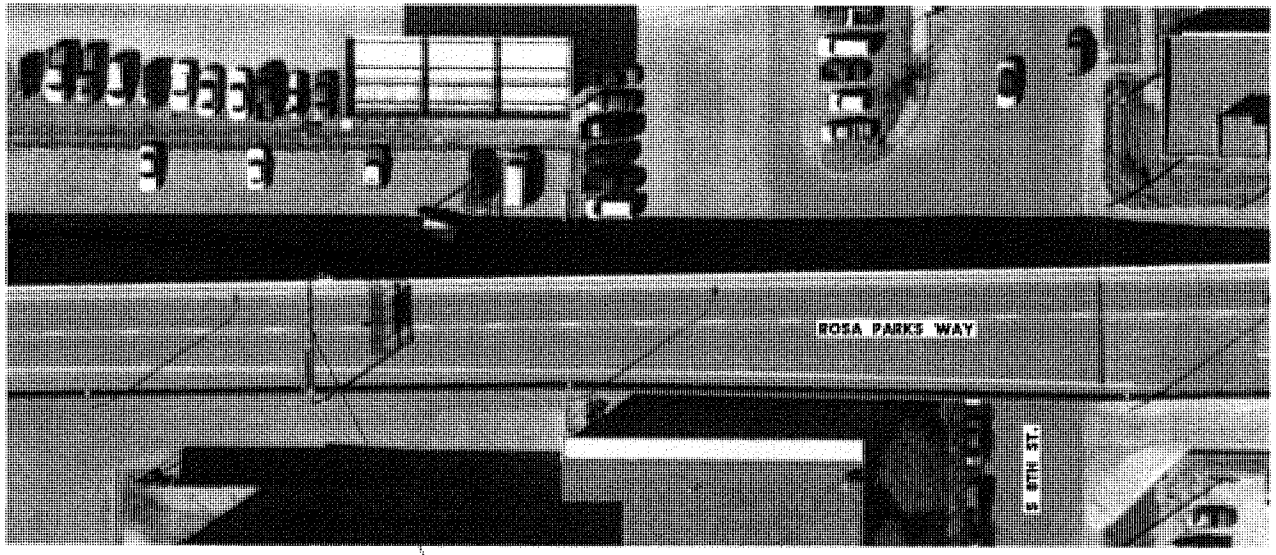




1. REMOVE EXISTING GUIDE SIGN.
2. INSTALL G2 ON THE EXISTING TRUSS, WITH THE RIGHT EDGE OVER THE CENTER (DASHED) LANE LINE.



GUIDE SIGN G2



1 Ea. Remove Guide Sign
1 Ea. Guide Sign, G2

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

GUIDE SIGNING

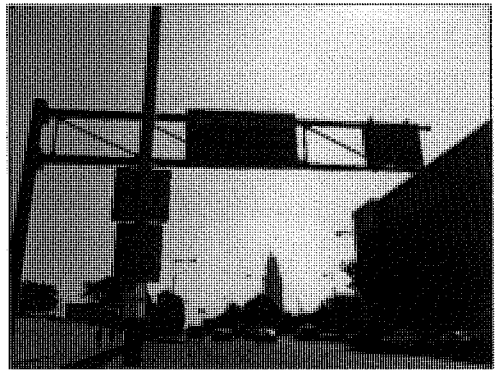
118-B-11

PROJ: Dynamic Message Guide A Wayfinding Signs
PROJ: 2013 Arterials
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\NIS-2491\Design\Sheets_Signs\Guide\870951bc0302.dgn

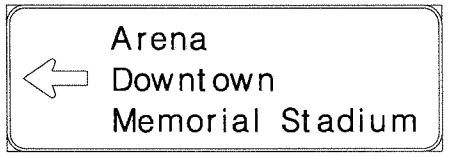
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

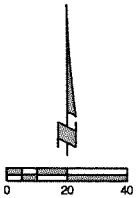
LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	18
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1 : 40	Checked: JPP
			Approved: SAK

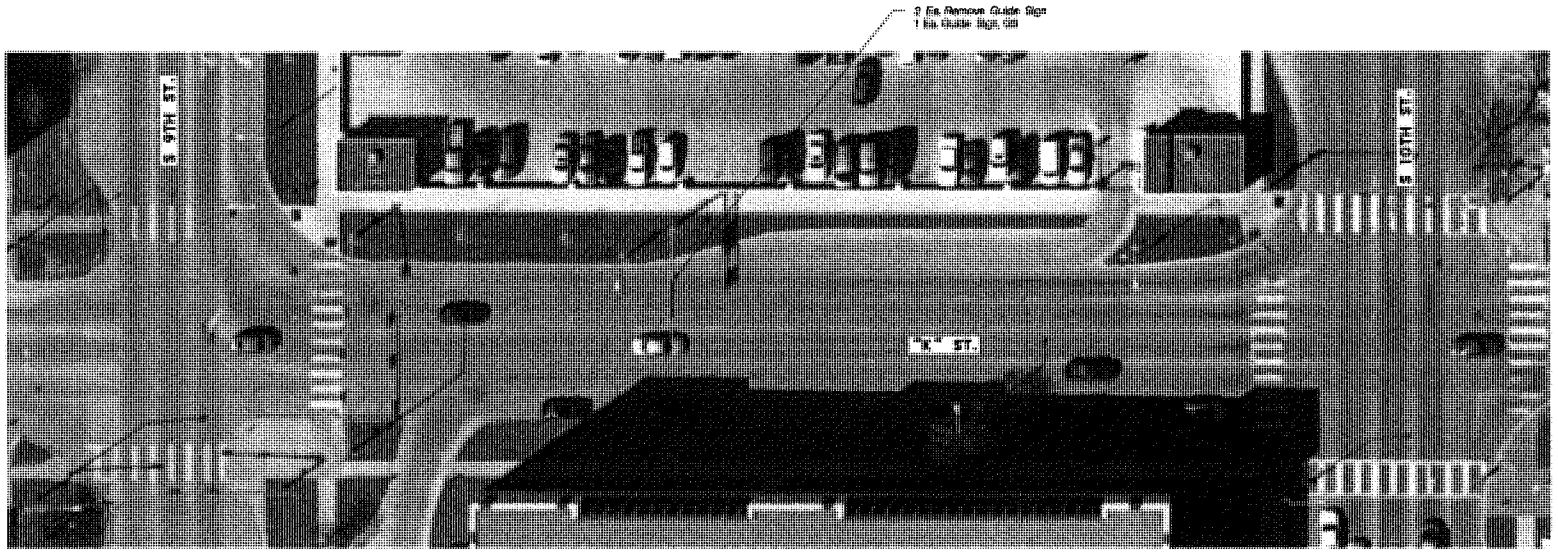


1. REMOVE EXISTING GUIDE SIGNS.
2. INSTALL G3 ON THE EXISTING TRUSS, CENTERED OVER THE NORTH LANE.



GUIDE SIGN G3



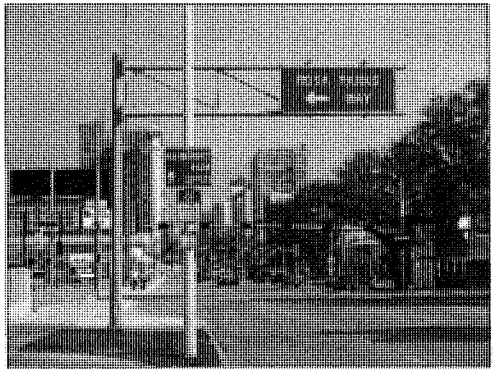


GUIDE SIGNING

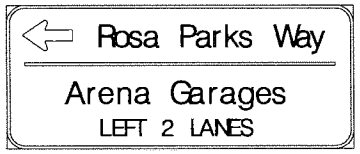
This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PEN: PM_Periodic
USER: akng
DATE: 5/7/2013
DGN: P:\Proj\L2270\870-2451\Design\Streets_Signs\Guide\870951\G003.dgn

LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	19
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

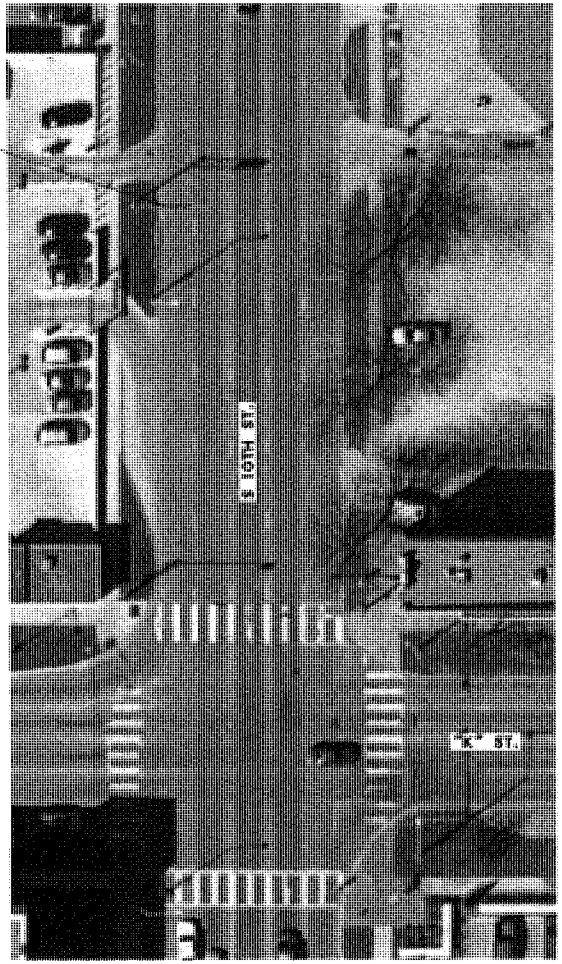


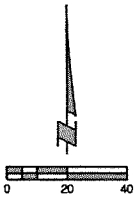
1. REMOVE EXISTING GUIDE SIGN.
2. INSTALL G4 ON THE EXISTING TRUSS, CENTERED OVER THE WEST LANE.



GUIDE SIGN G4

1 Ea. Remove Guide Sign
1 Ea. Guide Sign, G4





GUIDE SIGNING

118-B-11

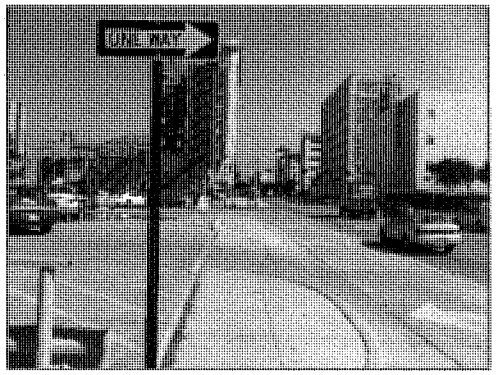
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ#: Pre Provide
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\015-2401\Design\Sheets_Signs\Guide\870951b0304.dgn

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

118-B-11

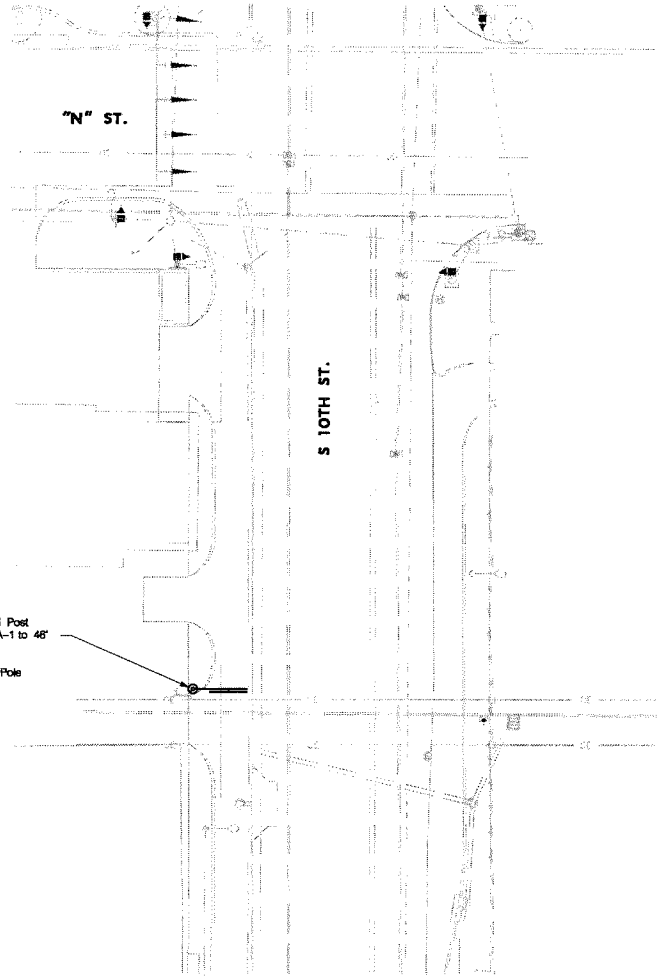
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROG: Phase 1 Prelude
USER: sking
DATE: 6/7/2013
DGN: F:\PROJECTS\870-2451\Design\Sheets_Signs\Guide\870951b0305.dgn

118-B-11

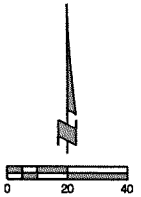


1. "ONE WAY" MOVED TO NEW POLE.
2. INSTALL G5 ON THE MAST ARM, WITH THE RIGHT EDGE AT THE END OF THE MAST ARM.

GUIDE SIGN G5



1 Ea. Remove Traffic Sign and Post
1 Ea. Install Mast Arm Pole, MA-1 to 46' MA1-18
N-204752.9, E-156742.4
1 Ea. Relocate Traffic Sign to Pole
1 Ea. Guide Sign, G5



LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	20
		Date: 6/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: BAK

118-B-11

GUIDE SIGNING

118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

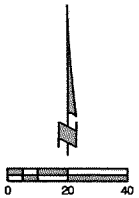
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ: Pre-Provide
USER: sking
DATE: 6/7/2013
DGN: P:\PROJECTS\70-2451\Design\Sheets_Signs\Guide\870951B08.dgn

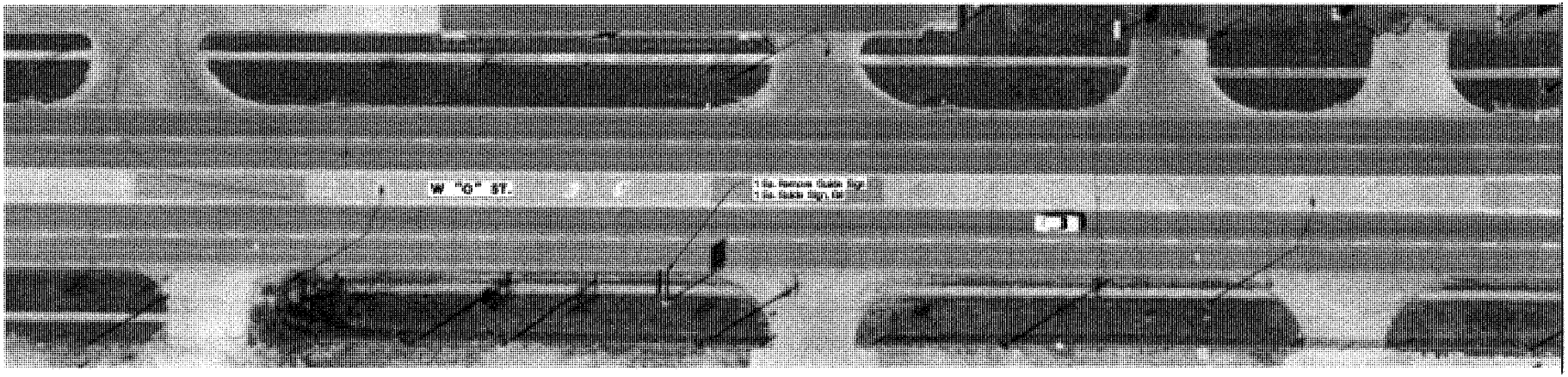
LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 21
		Date: 6/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

118-B-11

1. REMOVE EXISTING GUIDE SIGN.
2. INSTALL G6 ON THE EXISTING TRUSS, AS FAR RIGHT AS POSSIBLE.

GUIDE SIGN G6





MATCH LINE SHEET 22

GUIDE SIGNING

118-B-11

118-B-11

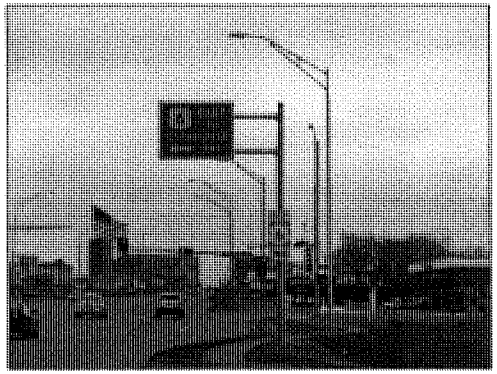
This document was originally issued and sealed by Shane A. King, E-12448 on 06/08/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	22
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

LINCOLN Haymarket Infrastructure Tax

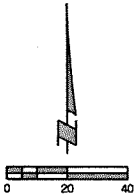
WEST HAYMARKET

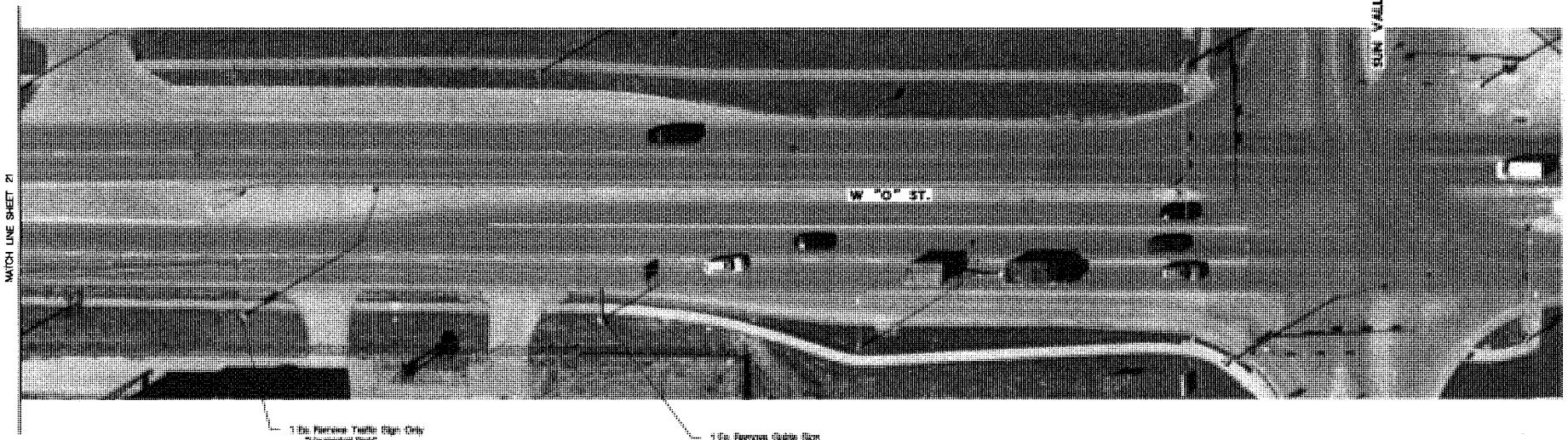
118-B-11



1. REMOVE EXISTING GUIDE SIGN.
2. INSTALL G7 ON THE EXISTING TRUSS, AS FAR RIGHT AS POSSIBLE.
3. SEE SPECIAL PROVISIONS FOR "ICE CENTER" COVER.

GUIDE SIGN G7





1 Ea. Remove Traffic Sign Only
"Haymarket Park"

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

GUIDE SIGNING

118-B-11

118-B-11

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PSN: PW Portable
USER: skng
DATE: 5/7/2013
DGN: P:\PROJECTS\870-249\Design\Sheets_Signs\Guide\870951b0307.dgn

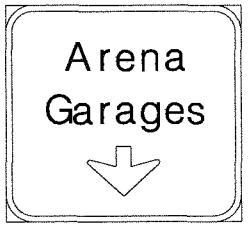
This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ: Arena Variable
USER: jeff.ryan
DATE: 5/7/2013
DGN: F:\PROJECTS\70-2451\Design\Sheets_Signs\Guide\870951b0008-09.dgn

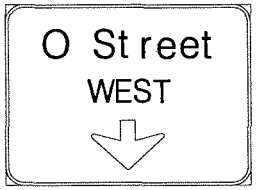
LINCOLN Haymarket Infrastructure "LIP"	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 23
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

118-B-11

1. ALL SIGNS ON EXISTING POLE MOVED TO NEW POLE.
2. INSTALL G8 ON THE SUPPORT ARM, CENTERED OVER THE 2ND LANE FROM THE WEST.
3. INSTALL G9 ON THE SUPPORT ARM, CENTERED OVER THE WEST LANE.

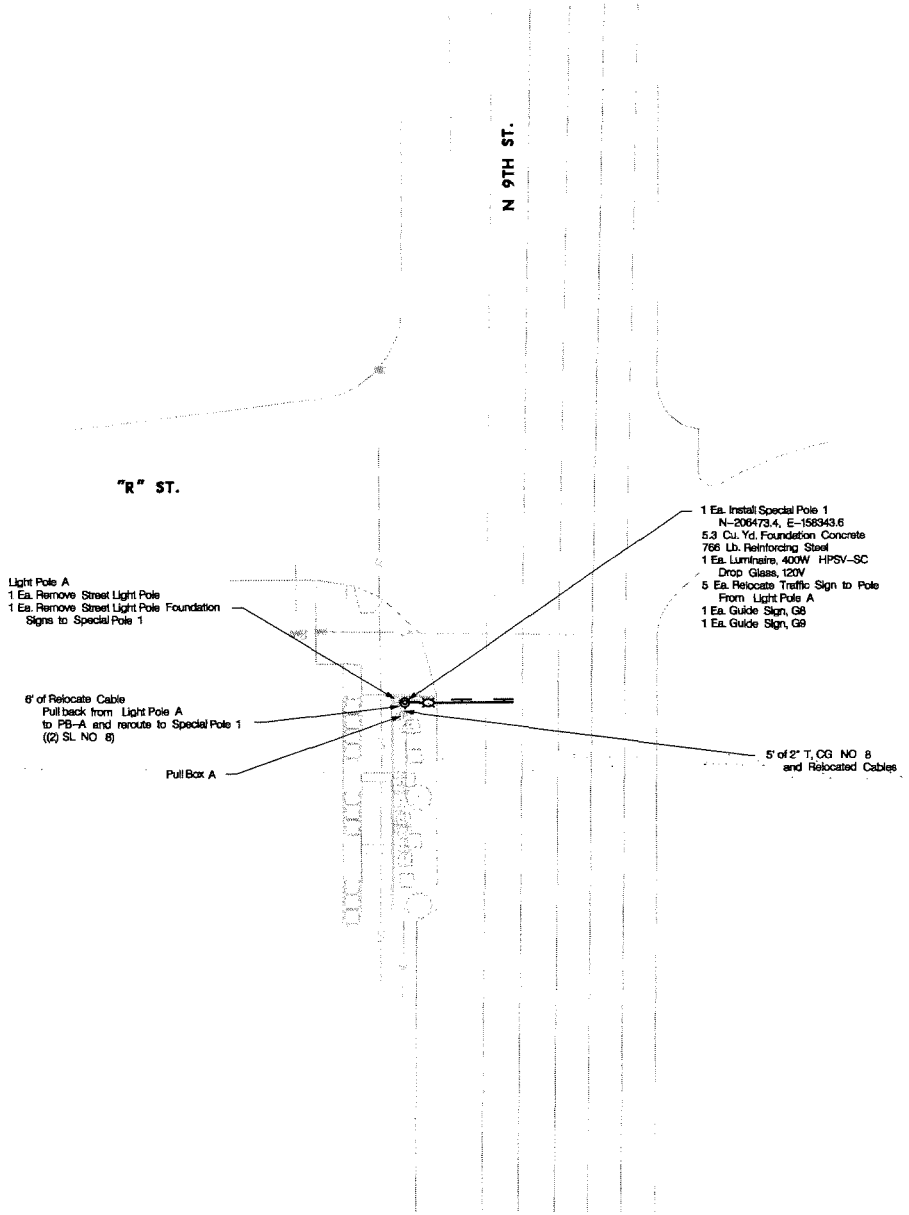


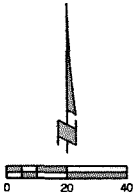
GUIDE SIGN G8



GUIDE SIGN G9

SIGN ORIENTATION FACING SOUTH





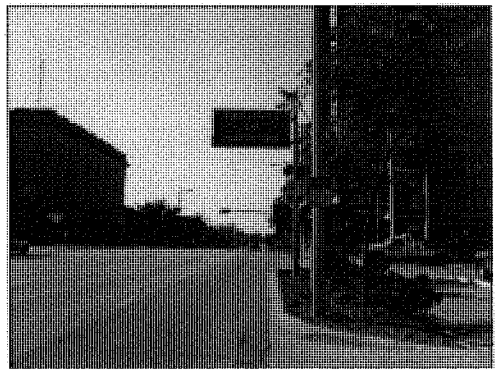
GUIDE SIGNING

118-B-11

118-B-11

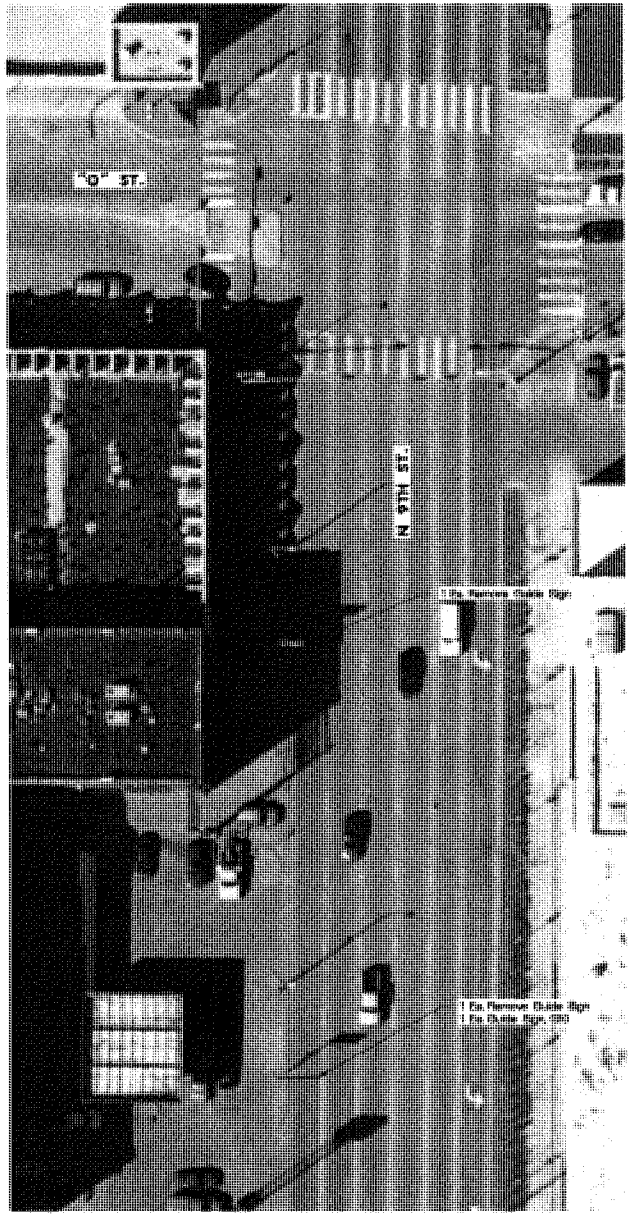
This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
REV: Arena Garages
USER: akng
DATE: 5/7/2013
DGN: P:\PROJECTS\870-2401\Design\Sheets_Signs\Guide\870951b\SH24.dgn



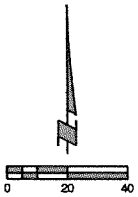
1. REMOVE EXISTING GUIDE SIGN.
2. INSTALL G10 ON THE EXISTING TRUSS, AS FAR RIGHT AS POSSIBLE.

GUIDE SIGN G10



LINCOLN Haymarket Infrastructure Task Force	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	24
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

118-B-11



GUIDE SIGNING

118-B-11

118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

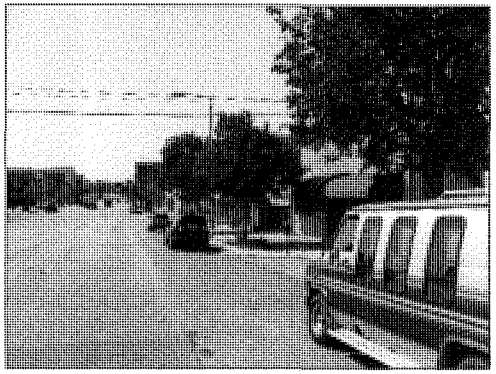
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROK: Pat Hendrickson
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\010-3401\Design\Sheets_Signs\Guide\870951B\B11.dgn

LINCOLN Haymarket Infrastructure "20/20"

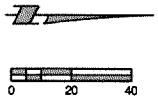
WEST HAYMARKET

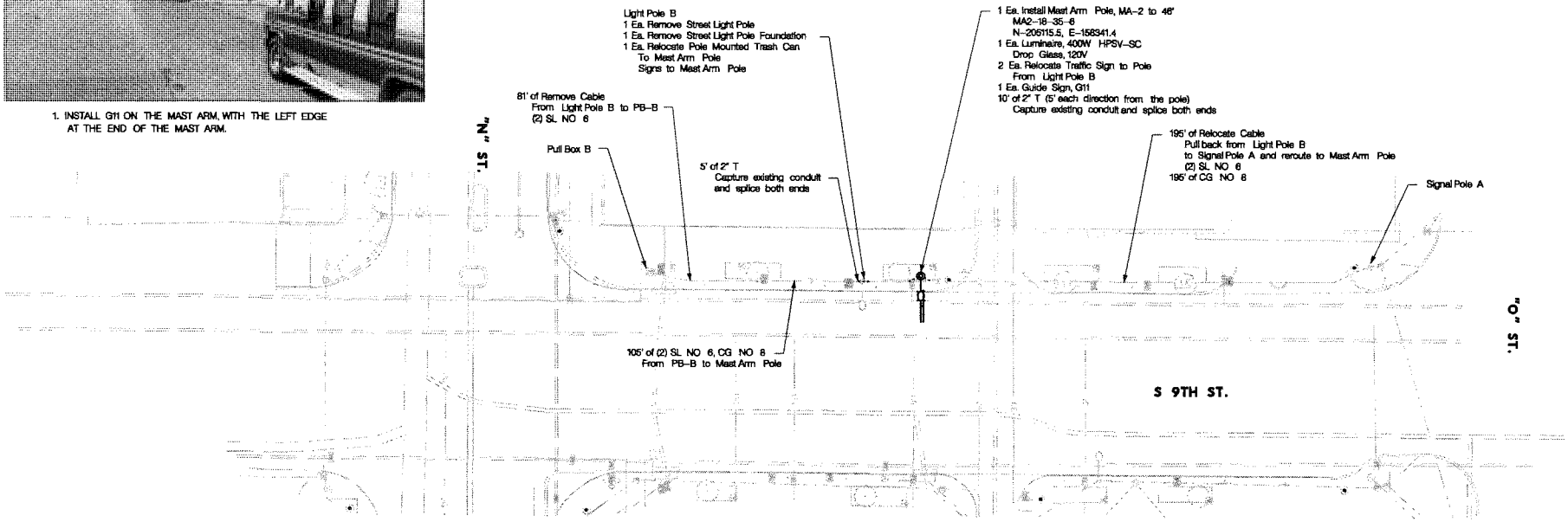
PROJECT NO.	SHEET NO.
870951B	25
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

118-B-11



1. INSTALL G11 ON THE MAST ARM, WITH THE LEFT EDGE AT THE END OF THE MAST ARM.





GUIDE SIGN G11

GUIDE SIGNING

118-B-11

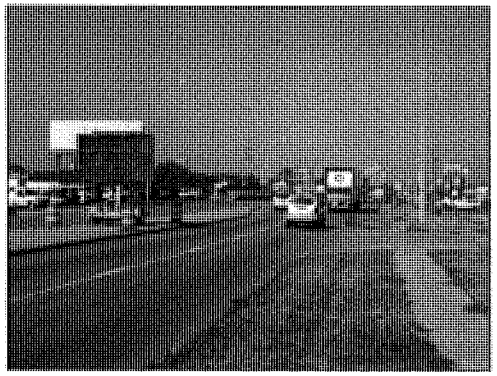
118-B-11

This document was originally issued and sealed by Shane A. King, E-12448 on 05/08/2013. This media should not be considered a certified document.

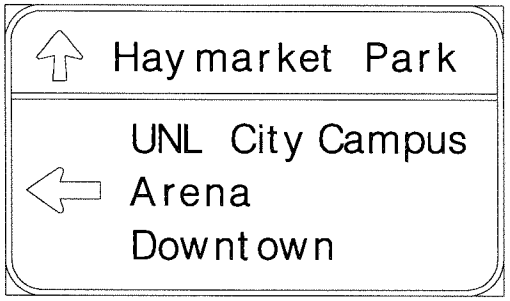
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROV: Pat Teasdale
USER: sking
DATE: 5/7/2013
DGN: F:\PROJECTS\870-2401\Design\Sheets_Signs\Guide\870951B\G12.dgn

LINCOLN Haymarket Infrastructure District	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 26
		Date: 5/7/2013 Horz. Scale 1: 40	Drawn: TMR Checked: JPP Approved: BAK

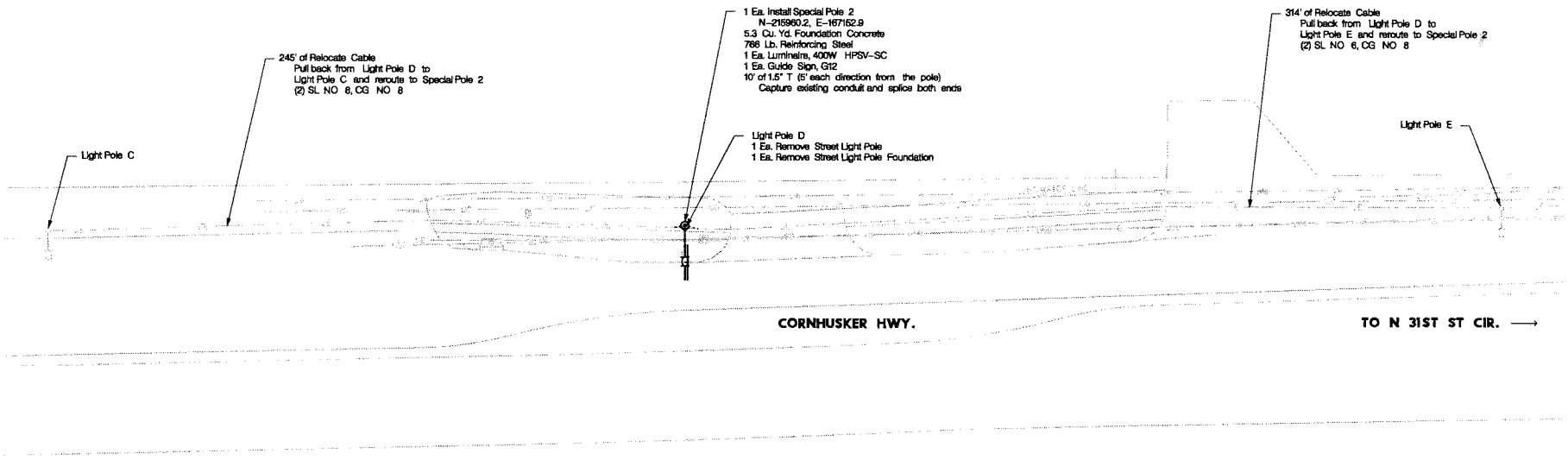
118-B-11

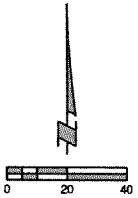


1. INSTALL G12 ON THE SUPPORT ARM, CENTERED OVER THE CURB.



GUIDE SIGN G12





GUIDE SIGNING

118-B-11

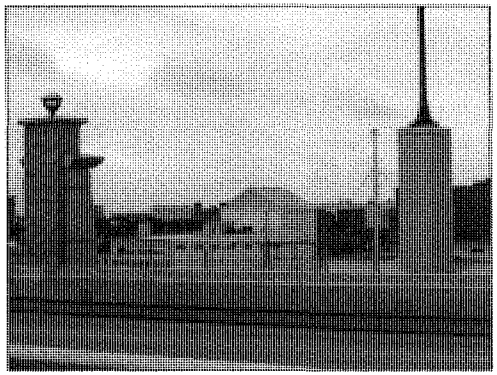
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PEN: PM_Pentable
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\700-2491\Design\Streets_Signs\Wayfinding\870951WB501.dgn

LINCOLN Haymarket Infrastructure District	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 27
		Date: 5/7/2013 Horz. Scale 1: 40	Drawn: TMR Checked: JPP Approved: BAK

118-B-11

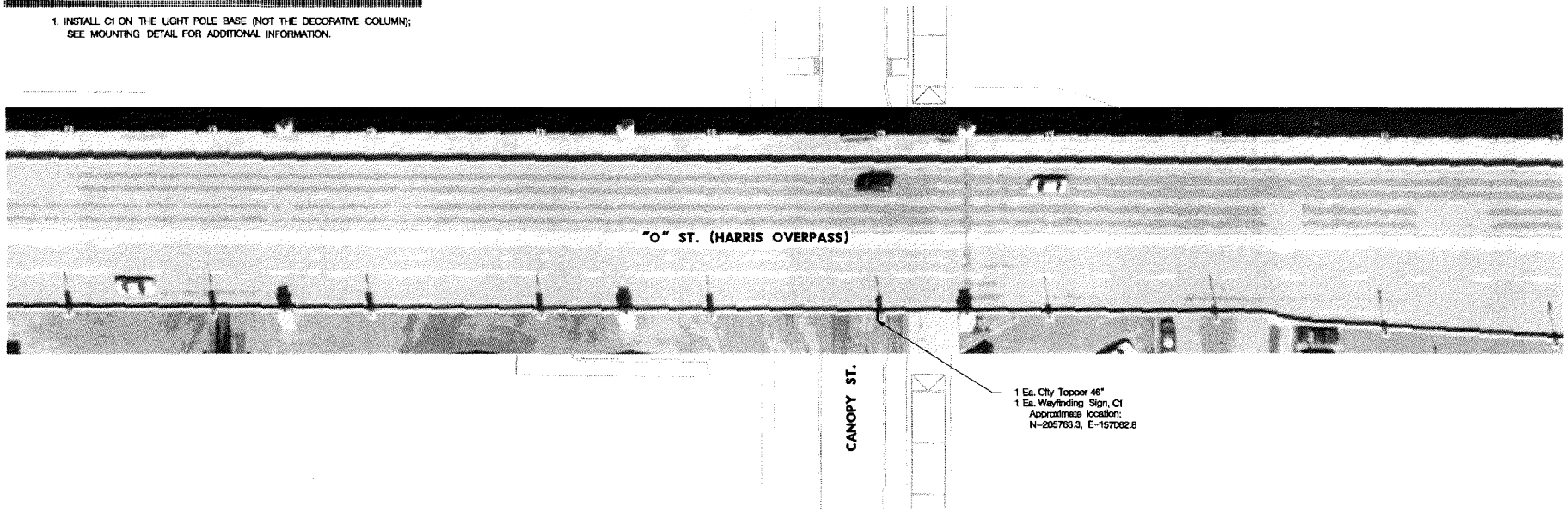


1. INSTALL C1 ON THE LIGHT POLE BASE (NOT THE DECORATIVE COLUMN); SEE MOUNTING DETAIL FOR ADDITIONAL INFORMATION.

Haymarket District ⇨
Arena Garages ⇨
County/City Building ⇨

WAYFINDING SIGN C1

0 20 40



PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ#: 87095IB
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\010-2481\Design\Sheets_Signs\Wayfinding\87095IBWF02.dgn

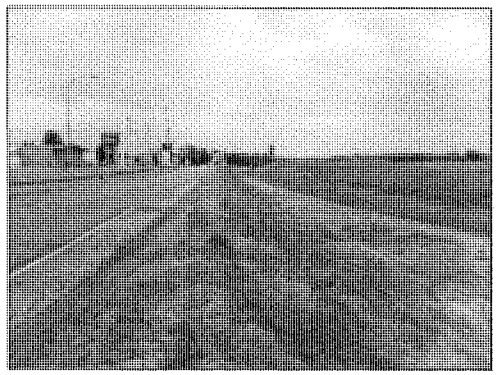
118-B-11

LINCOLN
Haymarket Infrastructure Team

WEST HAYMARKET

PROJECT NO.	SHEET NO.
87095IB	28
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1" = 40'	Checked: JPP
	Approved: SAK

118-B-11

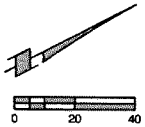


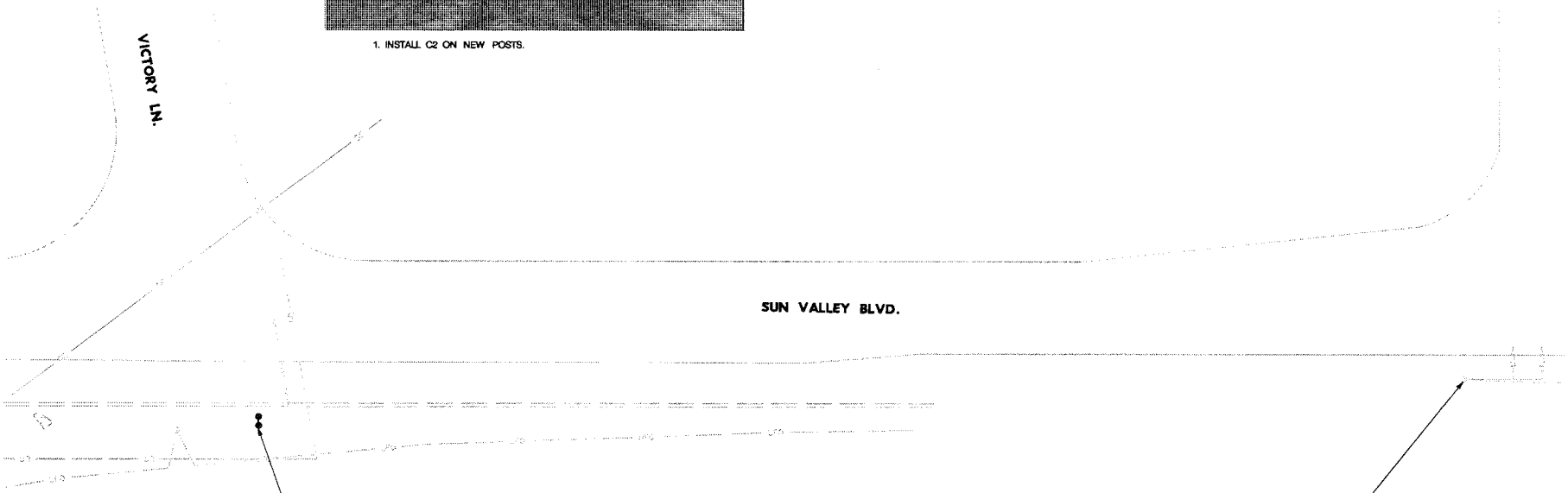
1. INSTALL C2 ON NEW POSTS.

Haymarket Park

Event Parking Lot

WAYFINDING SIGN C2





Wayfinding Posts
N-206476.3, E-154285.1
N-206474.7, E-154288.1
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
574 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C2

1 Ea. Remove Traffic Sign Only
"Haymarket Park"

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

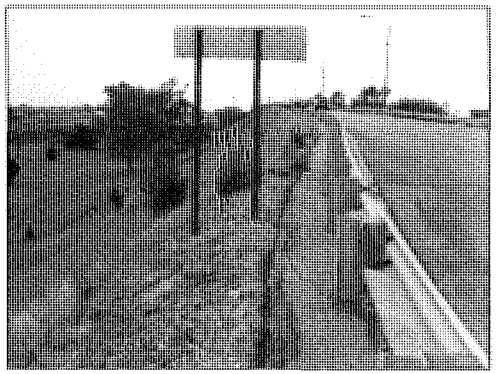
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROG: Sun Valley Parkway
USER: BRG
DATE: 6/7/2013
DGN: P:\PROJECTS\870-3481\Design\Sheets_Signs\Wayfinding\870951WF002.dgn

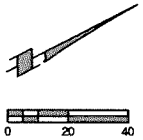
LINCOLN Haymarket Infrastructure District	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	29
		Date: 6/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

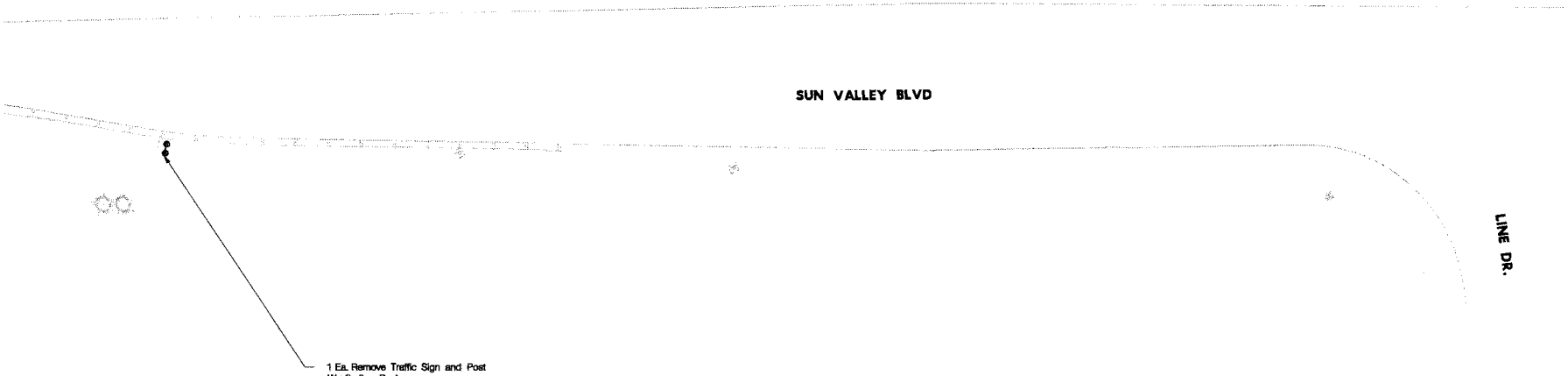
118-B-11



1. INSTALL C3 ON NEW POSTS.

WAYFINDING SIGN C3





1 Ea. Remove Traffic Sign and Post
Wayfinding Posts
N-208743.6, E-155439.4
N-208741.6, E-155442.2
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
559 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C3

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

118-B-11

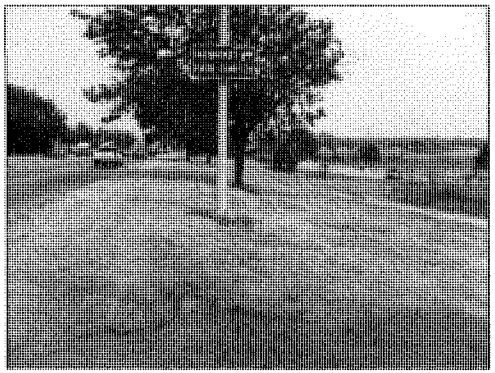
This document was originally issued and sealed by Shane A King, E-12448 on 05/09/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	30
Date: 6/7/2013	Drawn: TMR
Horz. Scale 1" = 40'	Checked: JPP
	Approved: SAK

LINCOLN Haymarket Infrastructure District

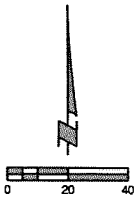
WEST HAYMARKET

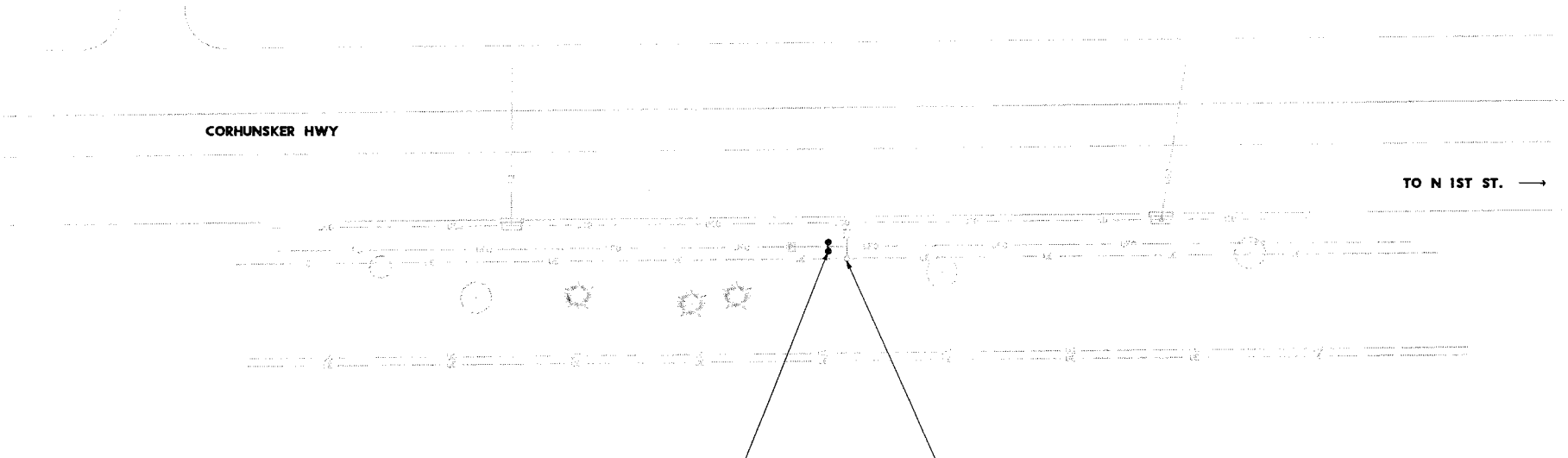
118-B-11



1. INSTALL C4 ON NEW POSTS.

WAYFINDING SIGN C4





Wayfinding Posts
N–213319.0, E–154416.8
N–213315.6, E–154416.8
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
559 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C4

1 Ea. Remove Traffic Sign Only
"Haymarket Park"

WAYFINDING SIGNING

118-B-11

PROJ: Dynamic Message, Gutts, & Wayfinding Signs
FILE: PM_Prelims
USER: sking
DATE: 6/7/2013
COOK: Y:\Proj\CTD\00-2451\Design\Sheets_Signs\Wayfinding\870951WB04.dgn

118-B-11

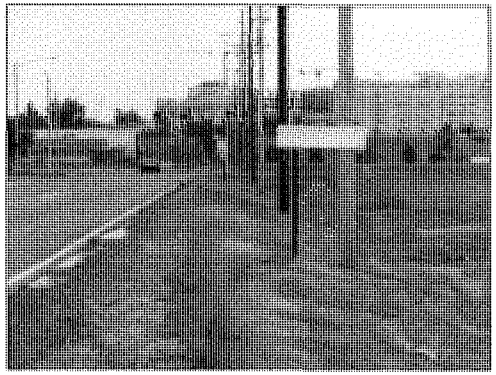
This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
670951B	31
Date: 6/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: BAK

LINCOLN Haymarket Infrastructure District

WEST HAYMARKET

118-B-11

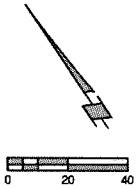


1. INSTALL C5 ON NEW POSTS.

Haymarket Park ⇨

Event Parking Lot ⇨

WAYFINDING SIGN C5



SUN VALLEY BLVD.

CHARLESTON ST.

1 Ea. Remove Traffic Sign and Post
Wayfinding Posts
N-210612.6, E-155853.9
N-210509.8, E-155851.9
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
559 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C5

WAYFINDING SIGNING

118-B-11

FILE: Dynamic Message Guide & Wayfinding Signs
REV: Rev 1 Include
USER: sking
DATE: 6/7/2013
DGN: F:\PROJECTS\670-2481\Design\Sheets_Signs\Wayfinding\670951bWS02.dgn

118-B-11

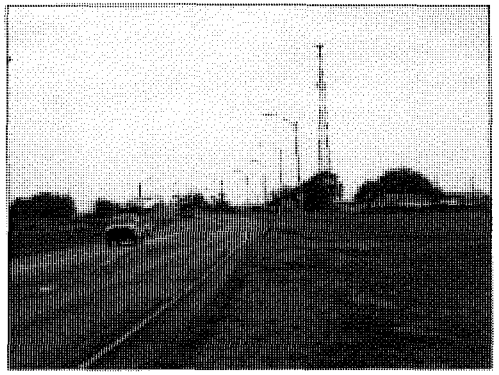
This document was originally issued and sealed by Shane A. King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROG: Wayfinding
USER: eking
DATE: 5/7/2013
DGN: F:\PROJECTS\870-2497\Design\Sheets_Signs\Wayfinding\870951WN006.dgn

118-B-11

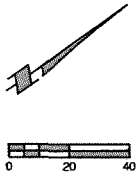
LINCOLN	WEST HAYMARKET	PROJECT NO.	SHEET NO.
Hay Market Infrastructure Trust		870951B	32
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

118-B-11

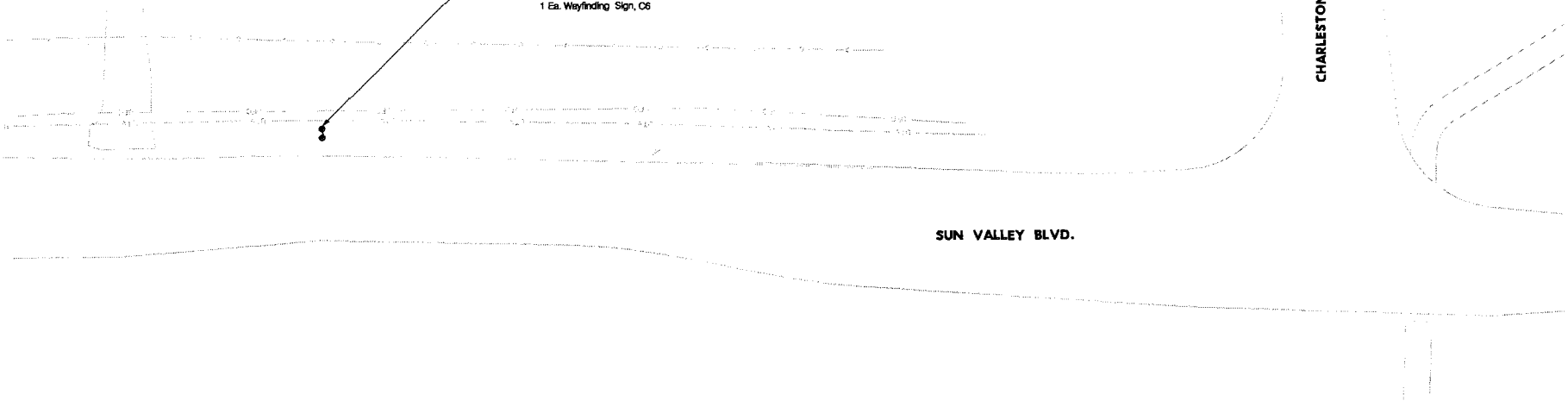


1. INSTALL C6 ON NEW POSTS.

WAYFINDING SIGN C6



Wayfinding Posts
N-209945.8, E-156061.1
N-209947.8, E-156058.2
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
559 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C6



WAYFINDING SIGNING

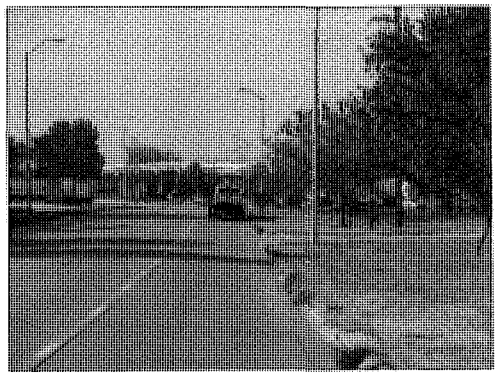
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
FILE: Plan Details
USER: skking
DATE: 6/7/2013
DGN: P:\PROJECTS\010-2400\Design\Streets_Signs\Wayfinding\870951\870951.dgn

LINCOLN Haymarket Infrastructure "Team"	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 33
		Date: 6/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

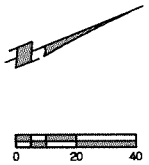
118-B-11



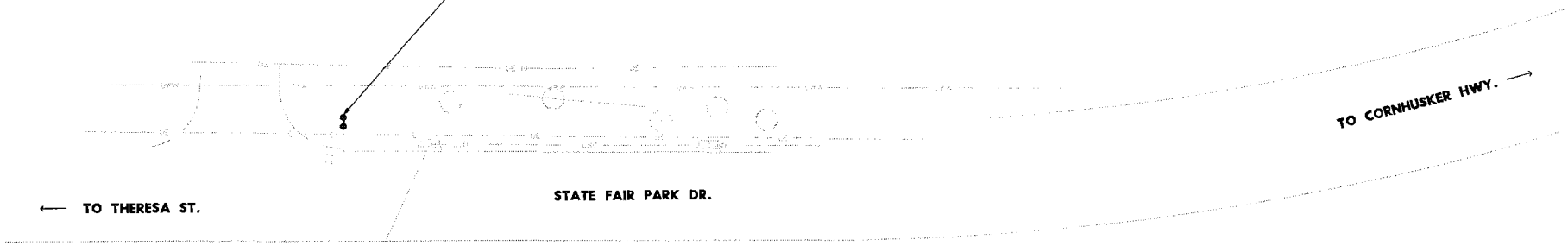
1. INSTALL C7 ON NEW POSTS.

UNL City Campus
Downtown
Arena

WAYFINDING SIGN C7



Wayfinding Posts
N-215091.9, E-166244.2
N-215093.2, E-166241.0
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
553 Lb. Sign Support Structural Steel
1 Ea. City Topper 89"
1 Ea. Wayfinding Sign, C7



PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

118-B-11

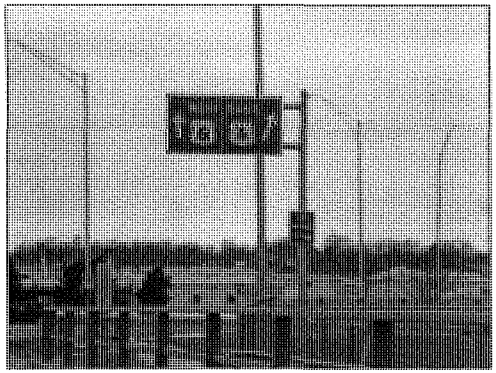
This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	34
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

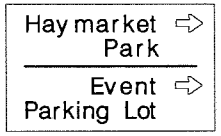
LINCOLN

WEST HAYMARKET

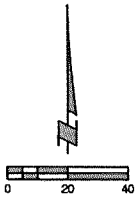
118-B-11

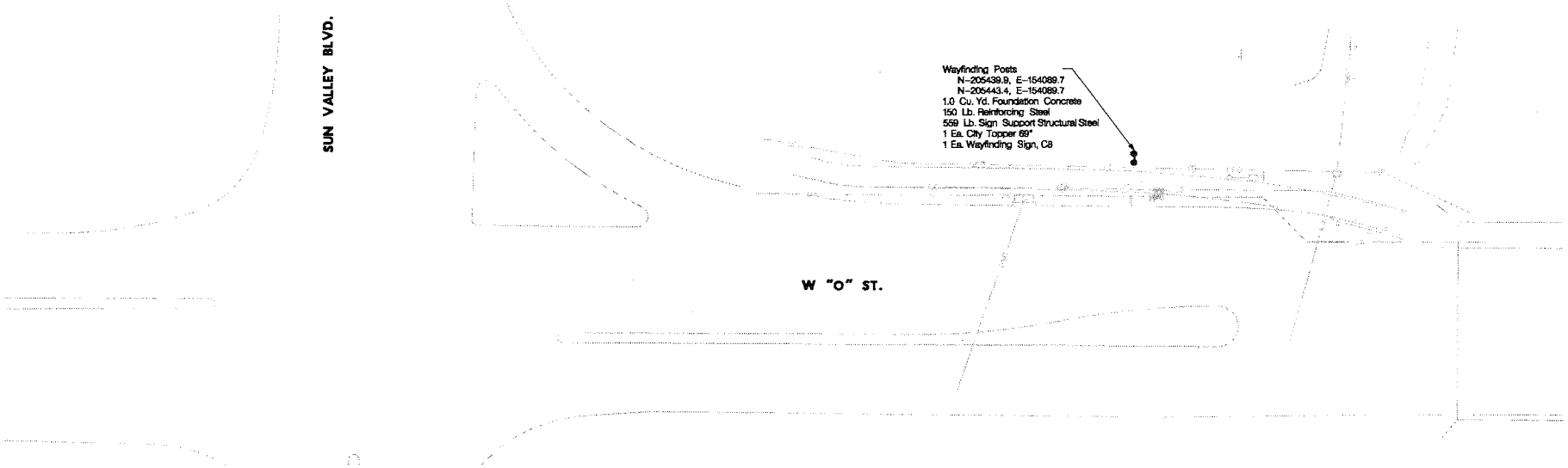


1. INSTALL C8 ON NEW POSTS.



WAYFINDING SIGN C8





PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ: Haymarket
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\870-2401\Design\Shane_Signs\Wayfinding\870951\W034.dgn

118-B-11

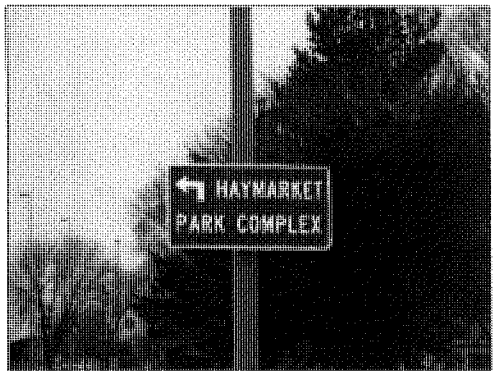
This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	35
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

LINCOLN

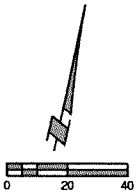
WEST HAYMARKET

118-B-11



1. INSTALL C9 ON NEW POSTS.

WAYFINDING SIGN C9



1 Ea. Remove Traffic Sign Only "Haymarket Park"

Wayfinding Posts
N-213503.8, E-155839.7
N-213507.2, E-155839.0
1.0 Cu. Yd. Foundation Concrete
160 Lb. Reinforcing Steel
559 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C9

← TO N 1ST ST.

CORNHUSKER HWY.

TO I-180 →

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

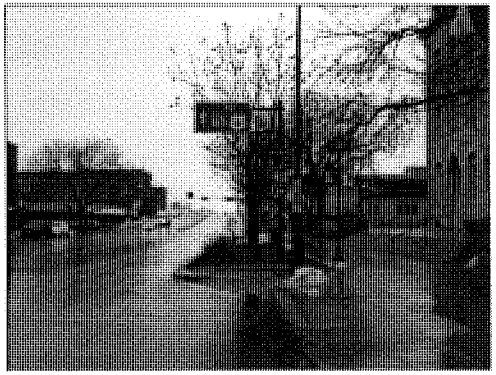
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROV: Pat Parkside
USER: skng
DATE: 5/7/2013
DGN: P:\PROJECTS\NN-2487\Design\Sheets_Signs\Wayfinding\870951BWR02.dgn

118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

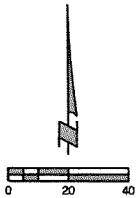
LINCOLN Haymarket Infrastructure District	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 36
		Date: 6/7/2013 Horz. Scale 1: 40	Drawn: TMR Checked: JPP Approved: SAK

118-B-11



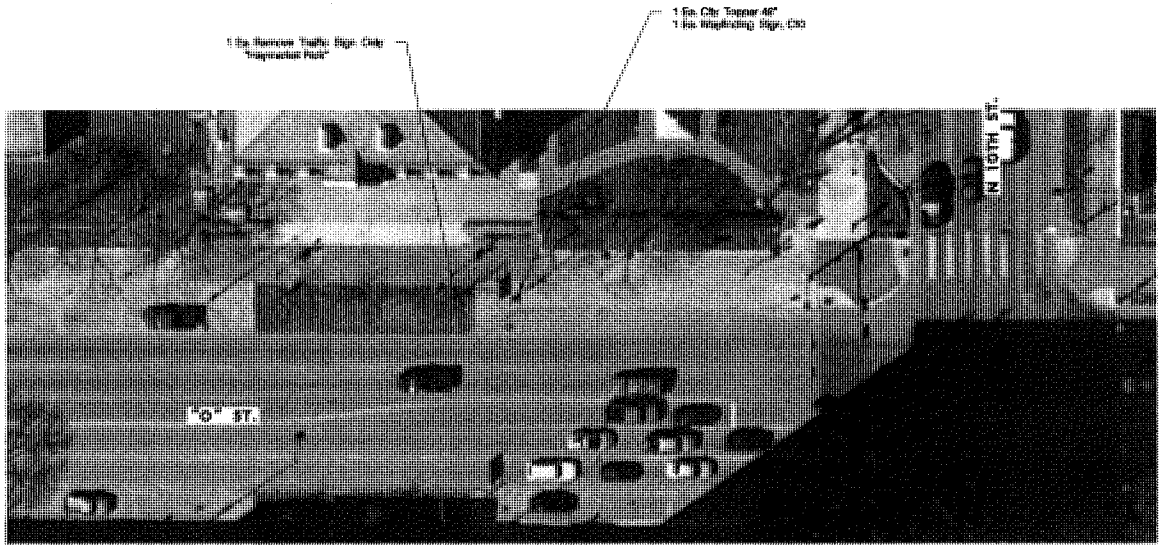
1. INSTALL C10 ON EXISTING LIGHT POLE.

WAYFINDING SIGN C10



MOUNTING NOTES:

1. USE 1 METRO STREET NAME SIGN MOUNTING ASSEMBLY ON THE TOPPER.
2. USE 2 METRO STREET NAME SIGN MOUNTING ASSEMBLIES ON THE WAYFINDING SIGN.



WAYFINDING SIGNING

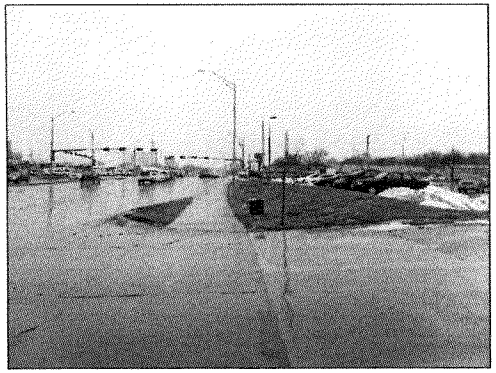
118-B-11

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PEN: Pil_Portrait
USER: akhg
DATE: 6/7/2013
DGN: P:\870951CDTD\00-2450\Design\Sheets_Signs\Wayfinding\870951WF010.dgn

118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 06/06/2013. This media should not be considered a certified document.

PROJ: Dynamic Message Guide & Wayfinding Signs
PROG: Plot Template
USER: sking
DATE: 5/7/2013
DGN: F:\PROJECTS\870-2401\Design\Sheets_Signs\Wayfinding\870951WH01.dgn



1. INSTALL C11 ON NEW POSTS.

Arena

Haymarket Park

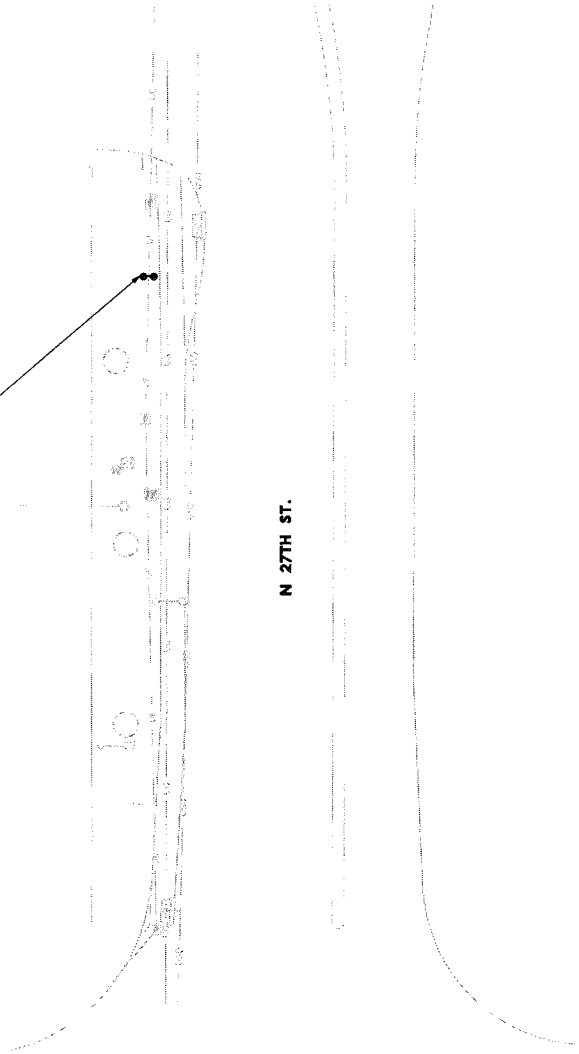
Event Parking Lot

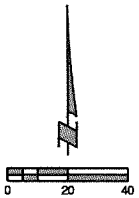
WAYFINDING SIGN C11

INSTALLATION NOTES:

1. THE UNDERGROUND POWER MUST BE EXPOSED PRIOR TO DRILLING HOLES FOR FOUNDATIONS.

Wayfinding Sign Posts
N-216211.7, E-185628.1
N-216211.7, E-185624.7
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
561 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C11





LINCOLN Haymarket Infrastructure Team

WEST HAYMARKET

PROJECT NO.	SHEET NO.
870951B	37
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

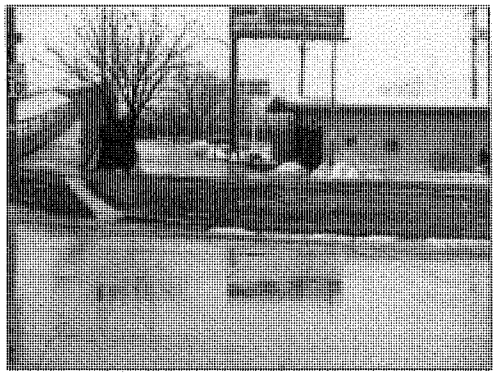
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

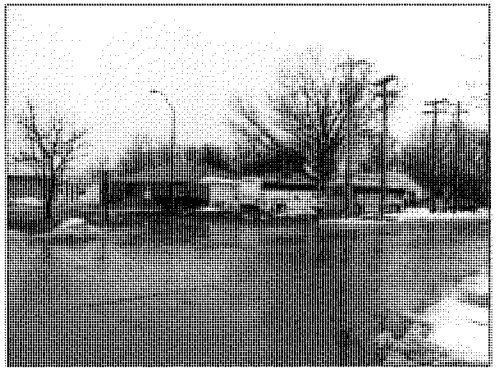
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PRN: PW Parkside
USER: aking
DATE: 5/7/2013
DGN: P:\PROJECTS\010-2451\Design\Sheets_Signs\Wayfinding\870951WS12-13.dgn

LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	38
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

118-B-11



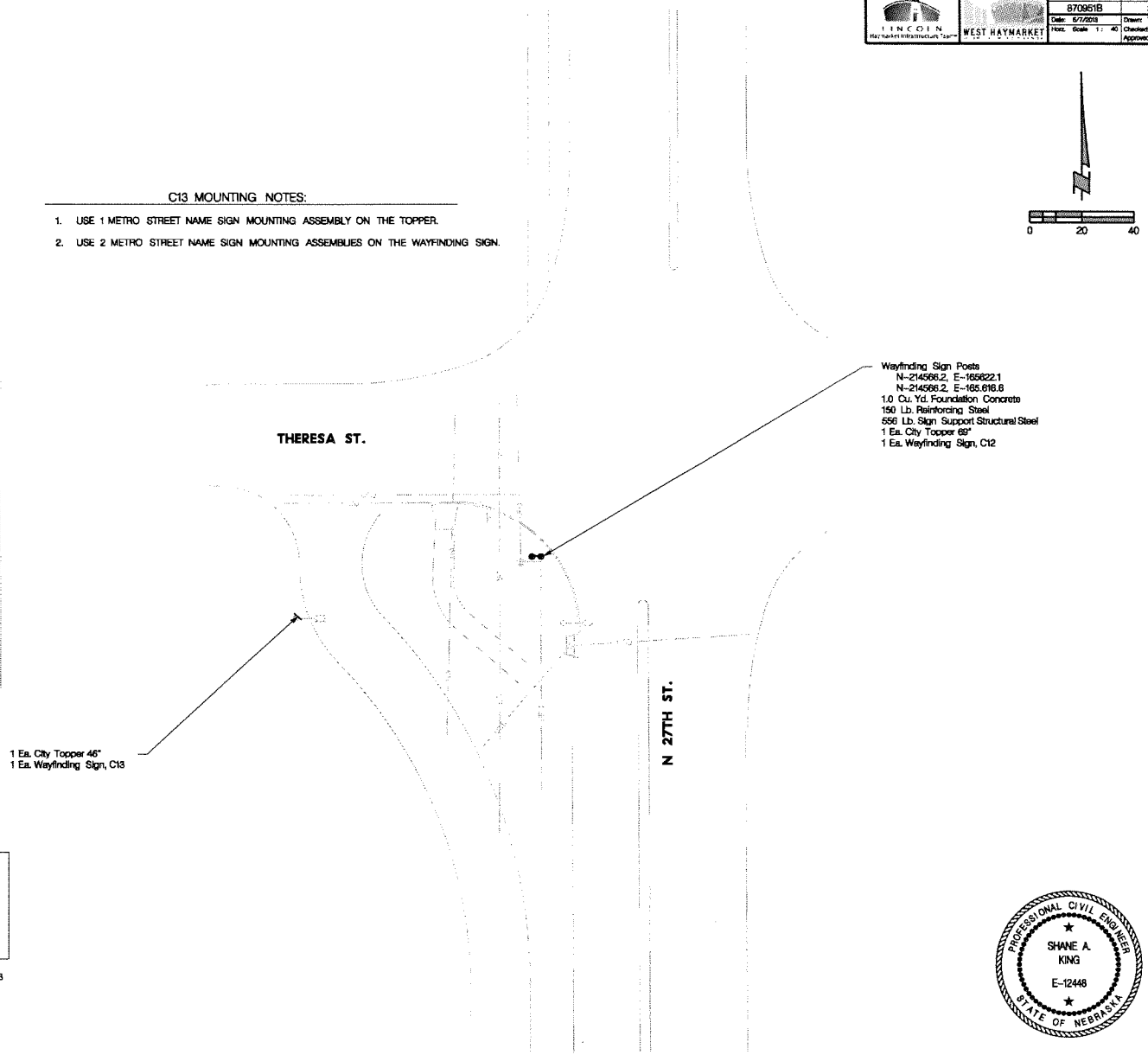
1. INSTALL C12 ON NEW POSTS.

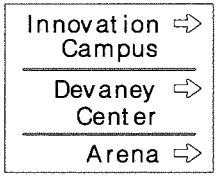


1. INSTALL C13 ON EXISTING LIGHT POLE.

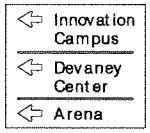
C13 MOUNTING NOTES:

1. USE 1 METRO STREET NAME SIGN MOUNTING ASSEMBLY ON THE TOPPER.
2. USE 2 METRO STREET NAME SIGN MOUNTING ASSEMBLIES ON THE WAYFINDING SIGN.





WAYFINDING SIGN C12



WAYFINDING SIGN C13

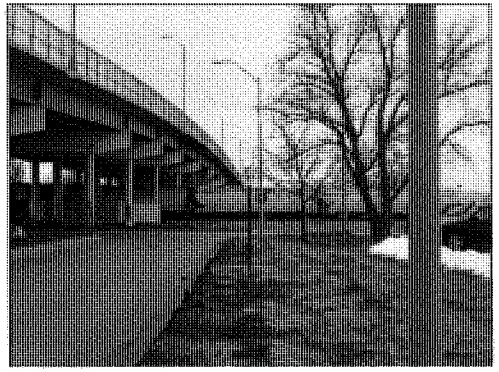
WAYFINDING SIGNING

118-B-11

118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROP: Pre Presentation
USER: sking
DATE: 5/7/2013
DGN: F:\PROJECTS\2012-2401\Design\Sheets_Signs\Wayfinding\870951WR14.dgn



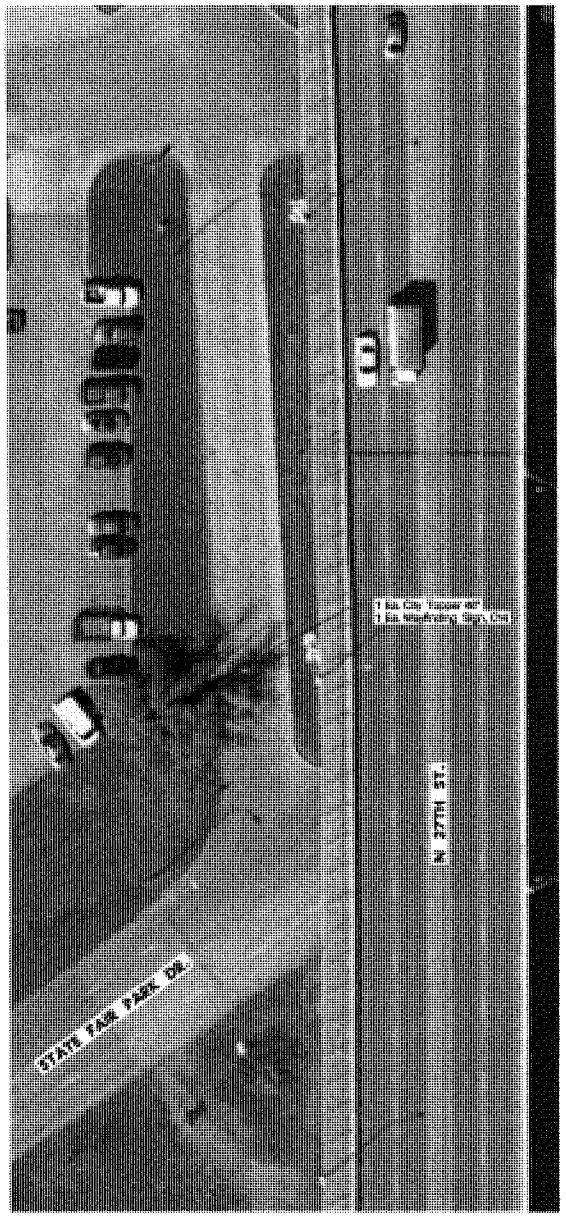
1. INSTALL C14 ON EXISTING LIGHT POLE.

Innovation Campus ⇨
Devaney Center ⇨
Arena ⇨

WAYFINDING SIGN C14

MOUNTING NOTES:

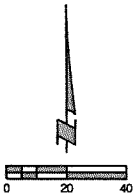
1. USE 1 METRO STREET NAME SIGN MOUNTING ASSEMBLY ON THE TOPPER.
2. USE 2 METRO STREET NAME SIGN MOUNTING ASSEMBLIES ON THE WAYFINDING SIGN.



LINCOLN Haymarket Infrastructure Team
WEST HAYMARKET

PROJECT NO.	SHEET NO.
870951B	39
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

118-B-11



WAYFINDING SIGNING

118-B-11

118-B-11

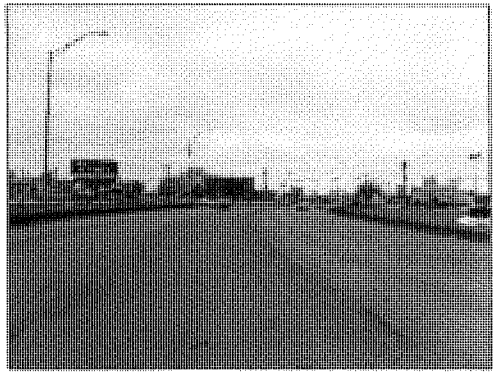
This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
670951B	40
Date: 6/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: SAK

LINCOLN Haymarket Infrastructure "Lab"

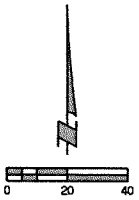
WEST HAYMARKET

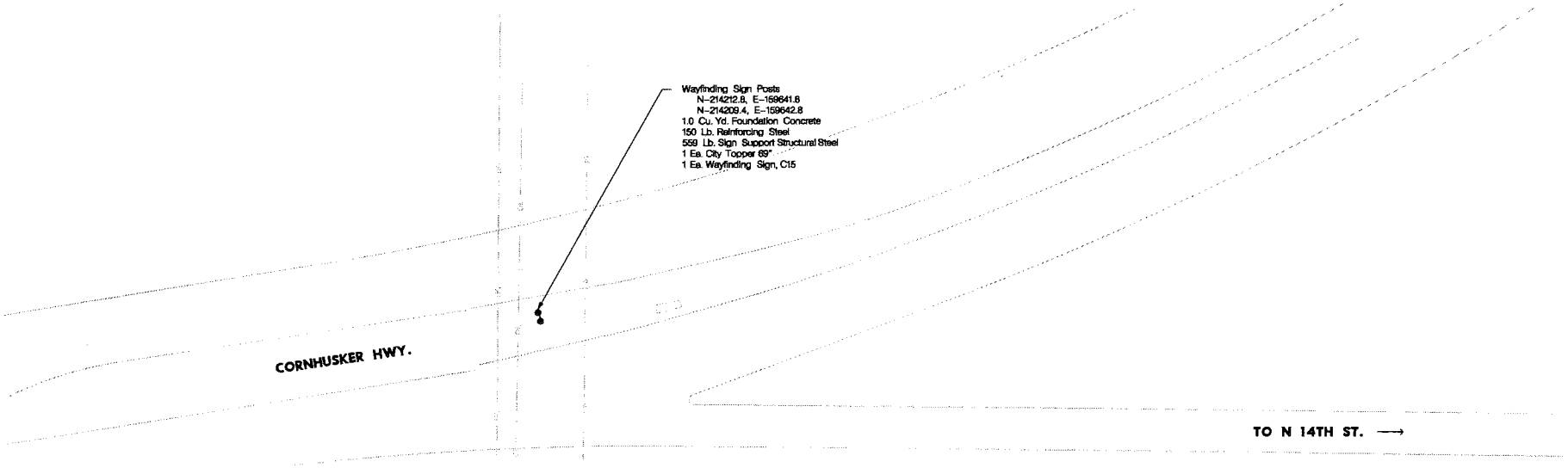
118-B-11



1. INSTALL C15 ON NEW POSTS.

WAYFINDING SIGN C15





WAYFINDING SIGNING

118-B-11

PROJ: Dynamic Message Guide & Wayfinding Signs
PROJ: Pre-Bidde
USER: akrg
DATE: 6/7/2013
DGN: F:\PROJECTS\670-2451\Design\Sheets_Sign\Wayfinding\670951WS15.dgn

118-B-11

This document was originally issued and sealed by Shane A. King, E-12448 on 05/08/2013. This media should not be considered a certified document.

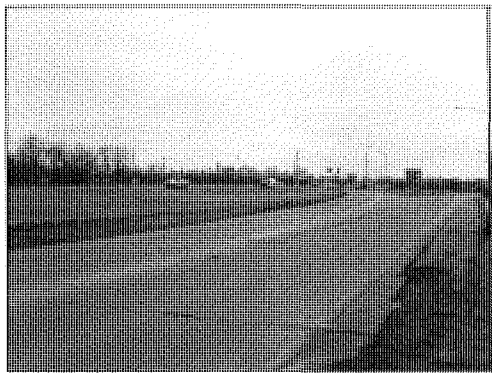
PROJ.: Dynamic Message, Guide, & Wayfinding Signs
PROP.: Pat Rewalde
USER: shng
DATE: 6/7/2013
DGN: P:\PROJECTS\J00-J400 Design\Streets_Signs\Wayfinding\670951\W918-17.dgn

LINCOLN Haymarket Infrastructure Team

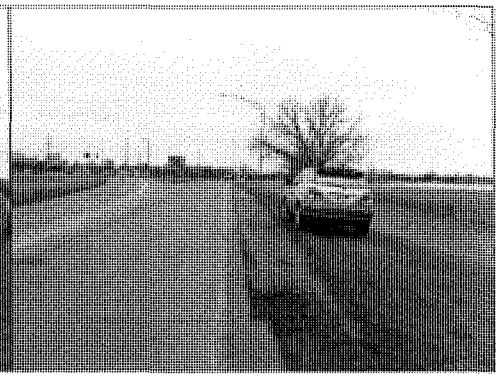
WEST HAYMARKET

PROJECT NO.	SHEET NO.
670951B	41
Date: 6/7/2013	Drawn: TMR
Horz. Scale 1" = 40'	Checked: JPP
	Approved: SAK

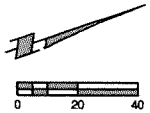
118-B-11



1. INSTALL C16 ON NEW POSTS.



1. INSTALL C17 ON NEW POSTS.



Wayfinding Sign Posts
N-212870.1, E-158658.8
N-212871.1, E-158655.5
1.0 Cu. Yd. Founation Concrete
150 Lb. Reinforcing Steel
574 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C17

SUN VALLEY BLVD.

N 10TH ST.

TO CORNHUSKER HWY. →

Wayfinding Sign Posts
N-212855.5, E-158705.8
N-212854.5, E-158709.0
1.0 Cu. Yd. Foundation Concrete
150 Lb. Reinforcing Steel
541 Lb. Sign Support Structural Steel
1 Ea. City Topper 69"
1 Ea. Wayfinding Sign, C16

UNL City Campus
Downtown
Arena

WAYFINDING SIGN C16

Haymarket Park
Event Parking Lot

WAYFINDING SIGN C17

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

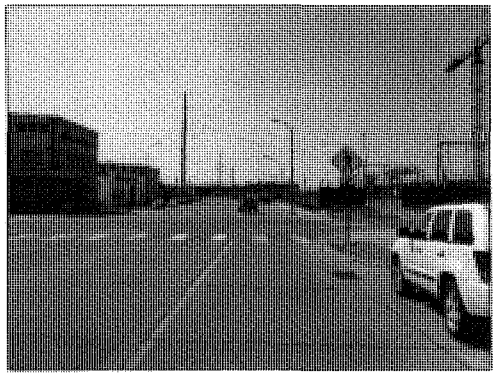
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 06/06/2013. This media should not be considered a certified document.

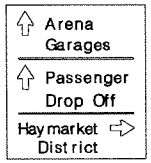
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PROJ#: 70-1 Westside
USER: sfrg
DATE: 6/7/2013
DGN: F:\PROJECTS\70-2401\Design\Sheets_Signs\Wayfinding\070951B\WS18.dgn

LINCOLN Haymarket Infrastructure District	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		670951B	42
		Date: 6/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

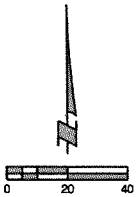
118-B-11



1. INSTALL H1 ON EXISTING LIGHT POLE.

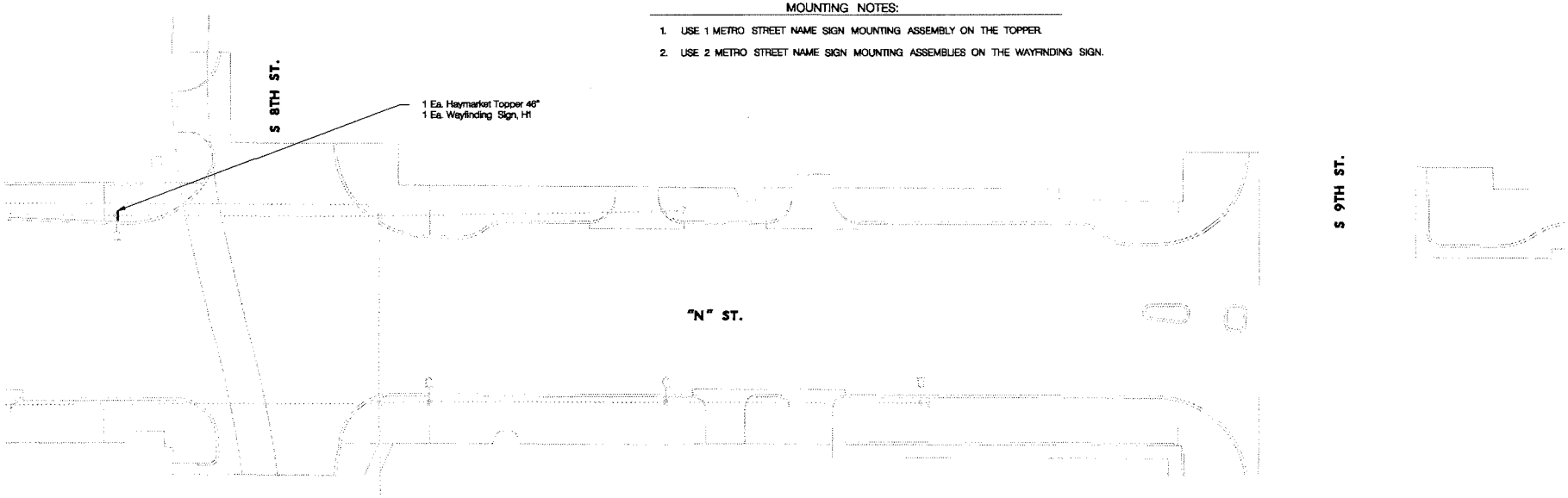


WAYFINDING SIGN H1



MOUNTING NOTES:

1. USE 1 METRO STREET NAME SIGN MOUNTING ASSEMBLY ON THE TOPPER.
2. USE 2 METRO STREET NAME SIGN MOUNTING ASSEMBLIES ON THE WAYFINDING SIGN.



WAYFINDING SIGNING

118-B-11

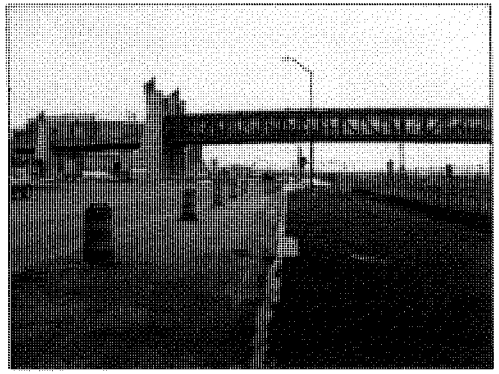
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

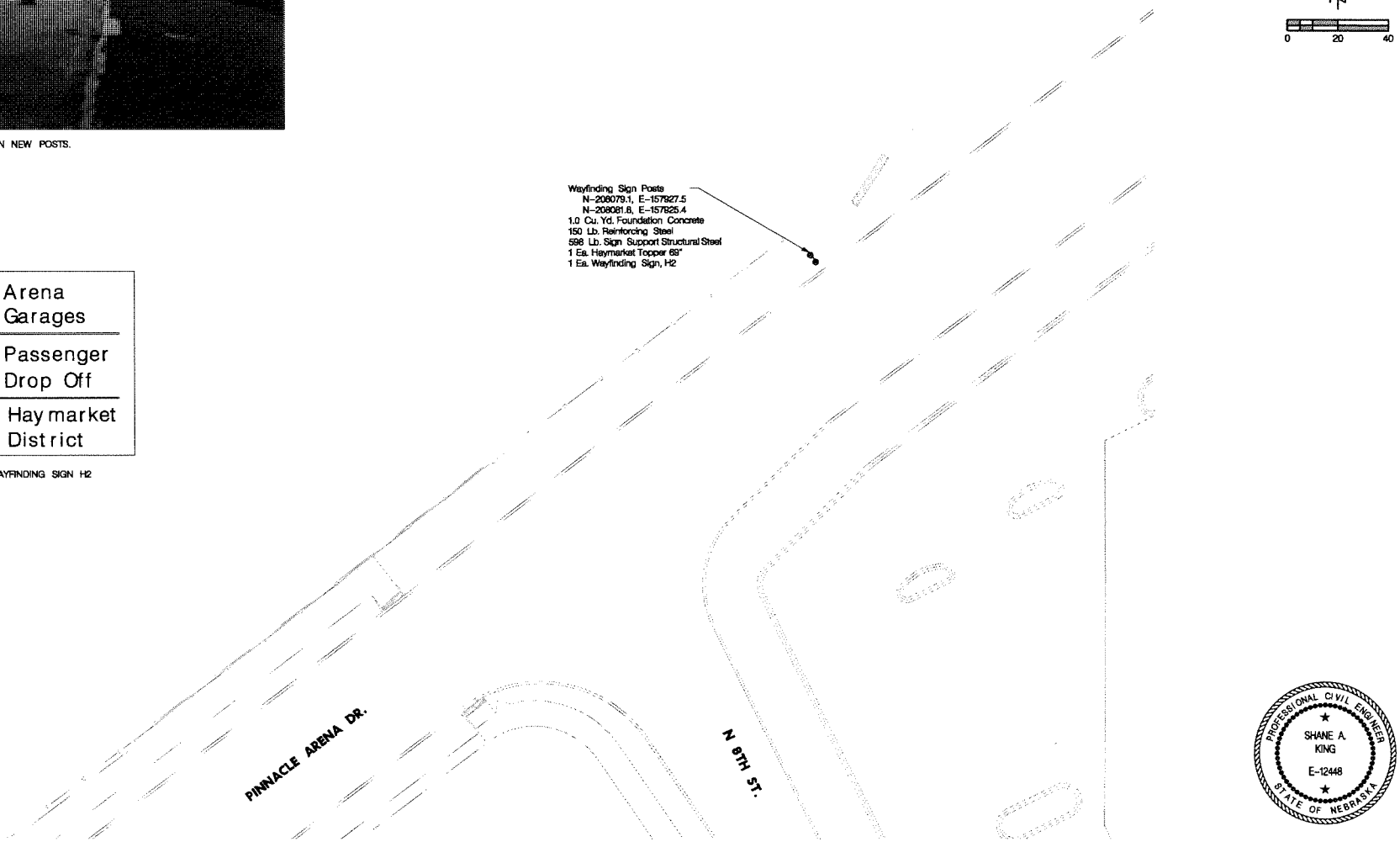
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PEN: PM_Parcelle
USER: efing
DATE: 5/7/2013
DGN: P:\PROJECTS\010-2451\Design\Streets_Signs\Wayfinding\870951WR19.dgn

LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 43
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1: 40	Checked: JPP
			Approved: SAK

118-B-11



1. INSTALL H2 ON NEW POSTS.



Arena Garages

Passenger Drop Off

Haymarket District

WAYFINDING SIGN H2

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

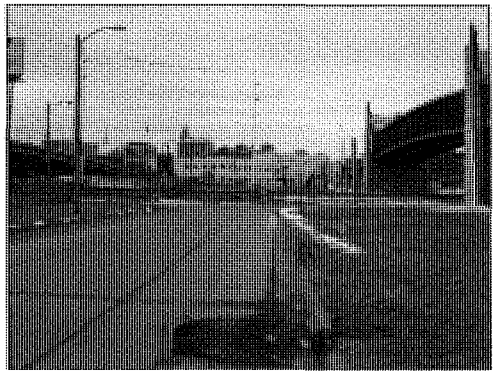
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

PROJ: Dynamic Message, Guide, & Wayfinding Signs
PEN: PM_Portrait
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\010-2451\Design\Sheets_Signs\Wayfinding-870951WR50.dgn

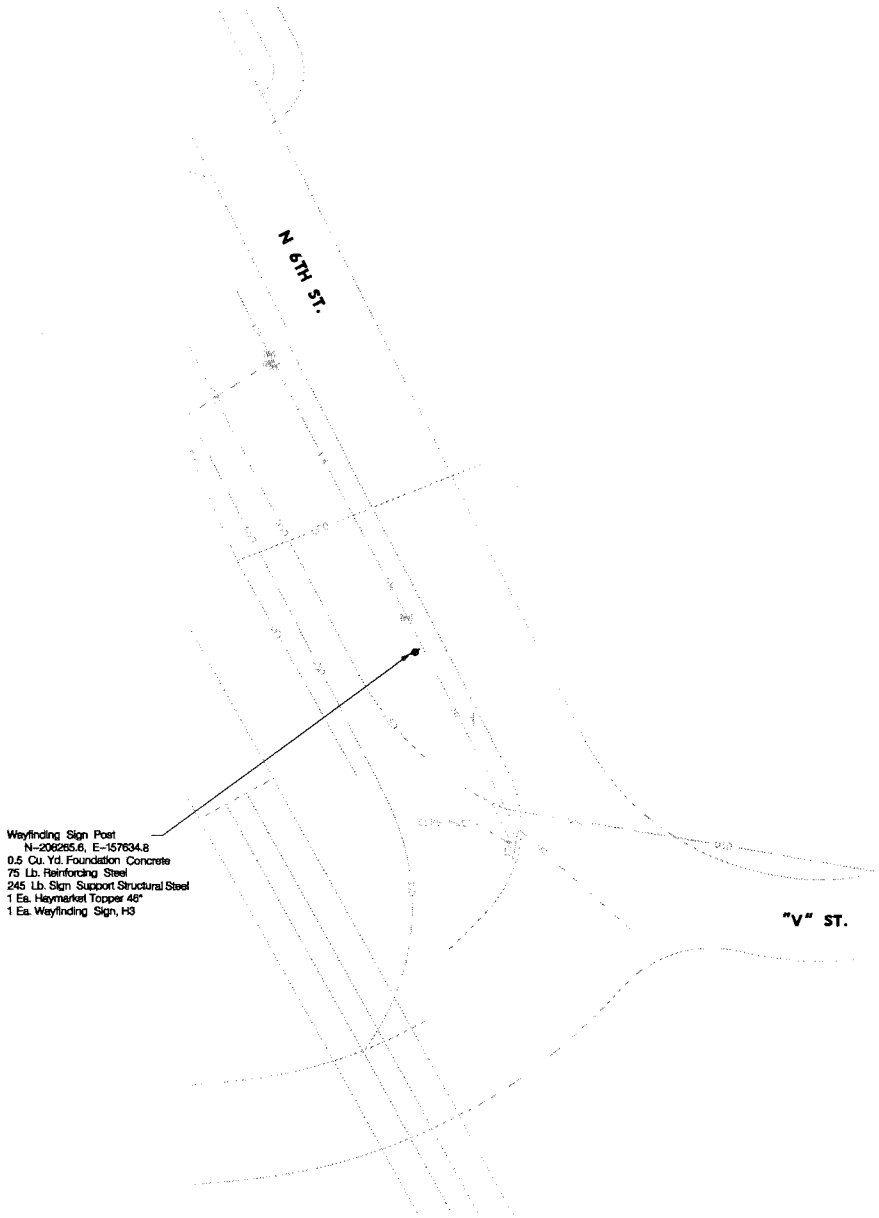
LINCOLN Haymarket Infrastructure District	WEST HAYMARKET	PROJECT NO. 870951B	SHEET NO. 44
		Date: 5/7/2013	Drawn: TMR
		Horz. Scale 1 : 40	Checked: JPP
			Approved: SAK

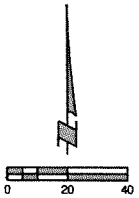
118-B-11



1. INSTALL H3 ON NEW POST.

WAYFINDING SIGN H3





WAYFINDING SIGNING

118-B-11

118-B-11

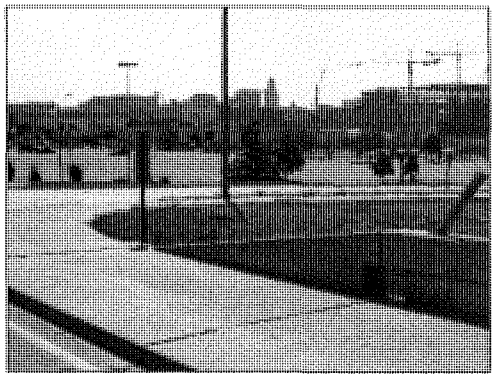
This document was originally issued and sealed by Shane A King, E-12448 on 05/09/2013. This media should not be considered a certified document.

PROJECT NO.	SHEET NO.
870951B	45
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1: 40	Checked: JPP
	Approved: BAK

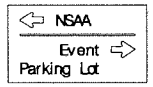
LINCOLN Haymarket Infrastructure District

WEST HAYMARKET

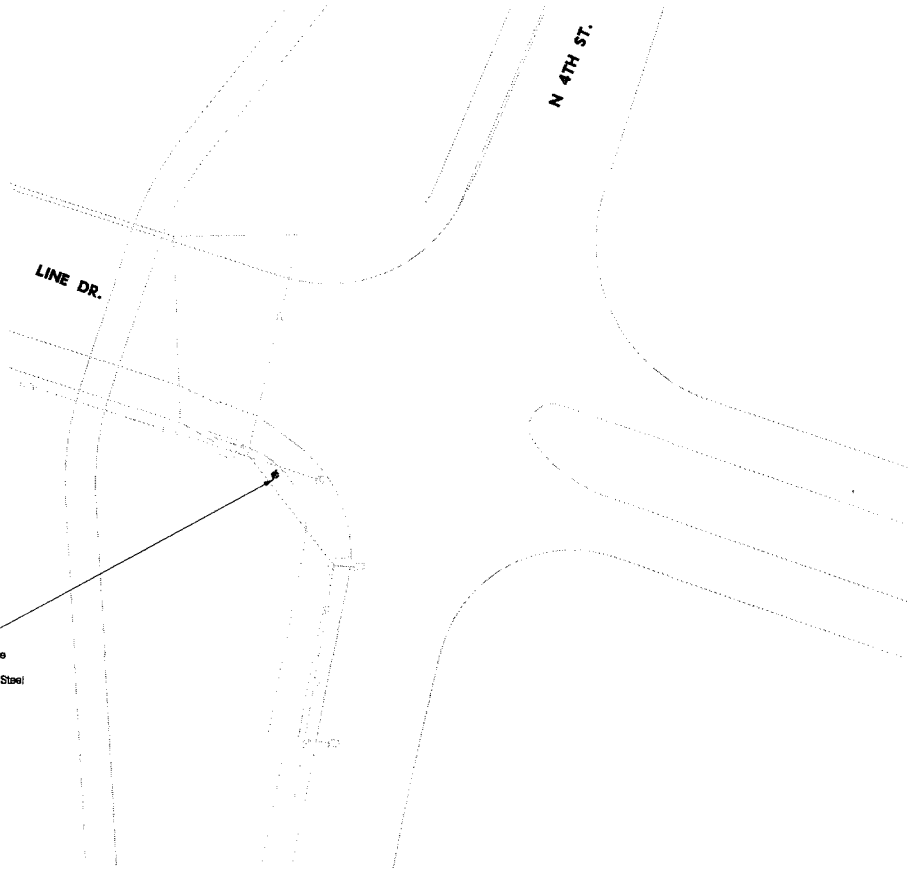
118–B–11



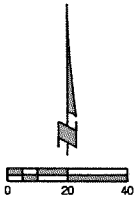
1. INSTALL H4 ON NEW POST.



WAYFINDING SIGN H4



Wayfinding Sign Post
N–209004.6, E–156118.1
0.5 Cu. Yd. Foundation Concrete
75 Lb. Reinforcing Steel
254 Lb. Sign Support Structural Steel
1 Ea. Haymarket Topper 46"
1 Ea. Wayfinding Sign, H4



PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E–12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118–B–11

PFSU: Dynamic Message, Guide, & Wayfinding Signs
PROJ: Pre Transits
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\870-2451\Design\Sheets_Signs\Wayfinding\870951BW001.dgn

118–B–11

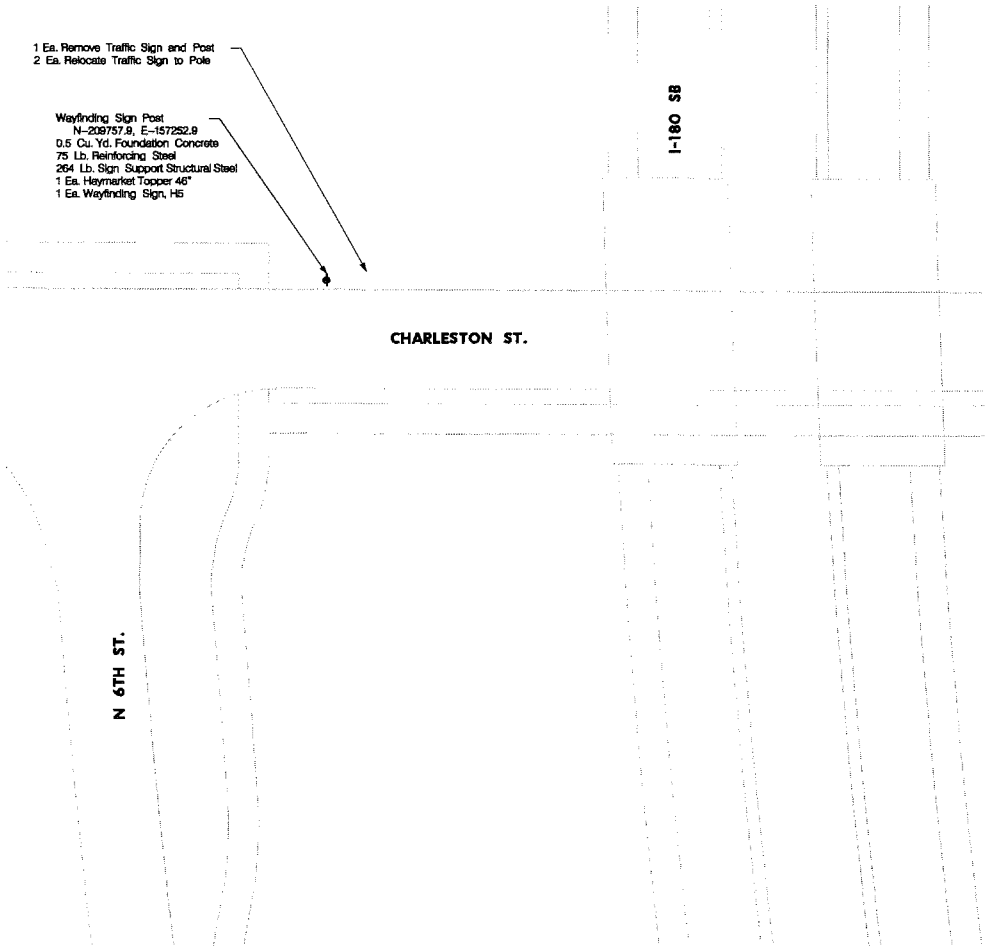
This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

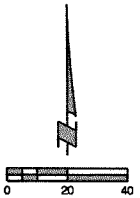
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PIN: PM Prestide
USER: sking
DATE: 6/7/2013
DGN: F:\Projects\870\010-3451\Design\Streets_Signs\Wayfinding\870951WR02.dgn

LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	46
		Date: 6/7/2013	Drawn: TMR
		Horz. Scale 1 : 40	Checked: JPP
			Approved: SAK

118-B-11

1. INSTALL H5 ON NEW POST EAST OF LIGHT POLE.
2. RELOCATE SIGNS TO WAYFINDING SIGN POST.





WAYFINDING SIGN H5

WAYFINDING SIGNING

118-B-11

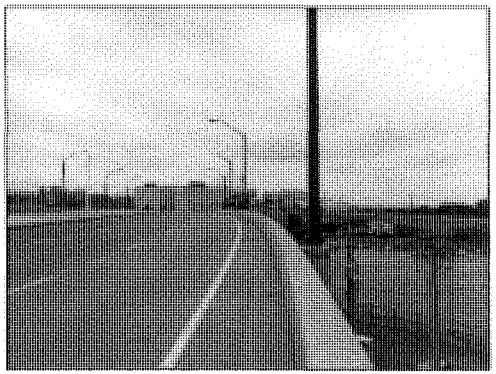
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

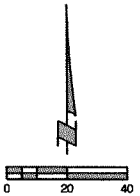
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PEN: PM Prelaids
USER: aking
DATE: 6/7/2013
DGN: P:\PROJECTS\010-2451\Design\Sheets_Signs\Wayfinding\870951WS23.dgn

LINCOLN Haymarket Infrastructure Team	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	47
		Date: 6/7/2013	Drawn: TMR
		Horz. Scale 1 : 40	Checked: JPP
			Approved: BAK

118-B-11



1. INSTALL U1 ON NEW POSTS.



WAYFINDING SIGN U1

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

118-B-11

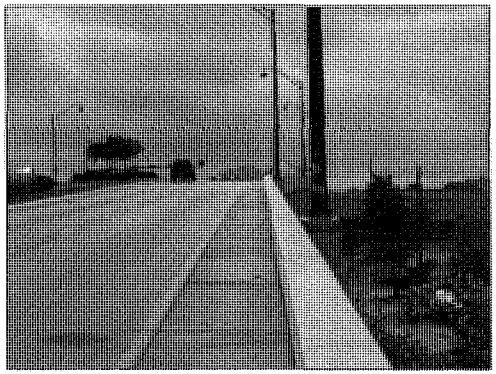
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/06/2013. This media should not be considered a certified document.

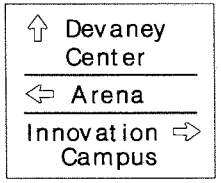
PROJ: Dynamic Message, Guide, & Wayfinding Signs
PRG: Pw Pwaddle
USER: sking
DATE: 5/7/2013
DGN: P:\PROJECTS\870951-2401\Design\Sheets_Sign\Wayfinding\870951WS24.dgn

PROJECT NO.	SHEET NO.
870951B	48
Date: 5/7/2013	Drawn: TMR
Horz. Scale 1 : 40	Checked: JPP
	Approved: SAK

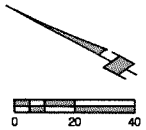
118-B-11



1. INSTALL U2 ON NEW POSTS.



WAYFINDING SIGN U2



Wayfinding Sign Posts
N-209801.2, E-161274.7
N-209799.6, E-161271.7
1.0 Cu. Yd. Foundation Concrete
160 Lb. Reinforcing Steel
561 Lb. Sign Support Structural Steel
1 Ea. UNL Topper 69"
1 Ea. Wayfinding Sign, U2

ANTELOPE VALLEY PKWY.

SALT CREEK RDWY.

PROFESSIONAL CIVIL ENGINEER
SHANE A. KING
E-12448
STATE OF NEBRASKA

WAYFINDING SIGNING

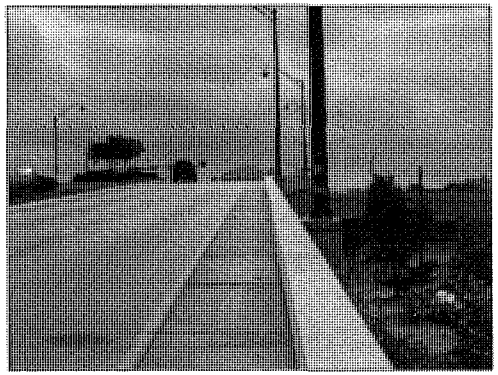
118-B-11

This document was originally issued and sealed by Shane A King, E-12448 on 05/08/2013. This media should not be considered a certified document.

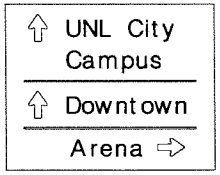
PROJ: Dynamic Message, Guide, & Wayfinding Signs
FER: PM_Pomeroy
USER: aking
DATE: 5/7/2013
DGN: P:\PROJECTS\70-249\Design\Sheets_Signs\Wayfinding\870951WB28.dgn

LINCOLN	WEST HAYMARKET	PROJECT NO.	SHEET NO.
		870951B	49
		Date: 5/7/2013	Drawn: TMR
		Hoz. Scale 1 : 40	Checked: JPP
			Approved: BAK

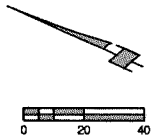
118-B-11

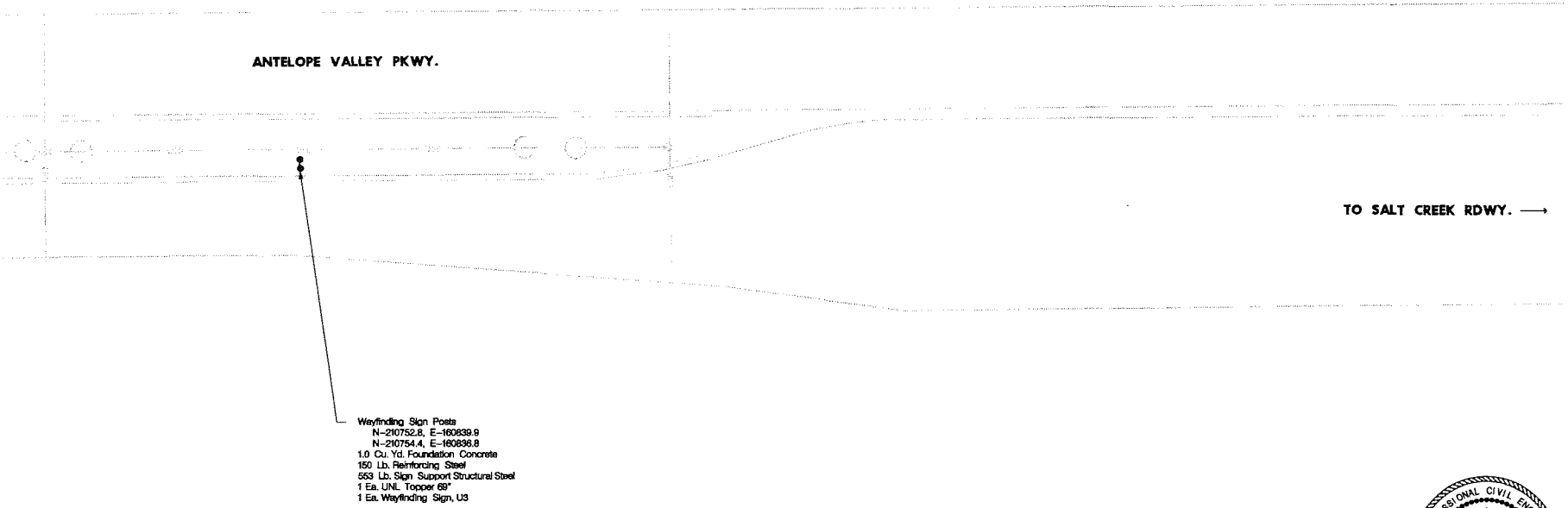


1. INSTALL U3 ON NEW POSTS.



WAYFINDING SIGN U3





WAYFINDING SIGNING

118-B-11

118-B-11

This document was originally issued and sealed by Shane A King. E-12448 on 05/06/2013. This media should not be considered a certified document.

LINCOLN
Haymarket Infrastructure Team©

SPECIAL PROVISIONS

WEST HAYMARKET JOINT PUBLIC AGENCY (2013)

HAYMARKET INFRASTRUCTURE IMPROVEMENTS

GUIDE &

WAYFINDING SIGNS

PROJECT NO. 870951B

BID NO. 13-169

MAY 2013

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B

TABLE OF CONTENTS

General Contract Requirements 1
Bonding Period 2
Changes in Work 2
Change in Scope of Services 3
Verification of Existing Conditions 3
Special Bidding Conditions 3
Substantial and Final Completion 4
Work Schedule 4
Special Prosecution and Progress 4
Davis Bacon Wage Requirements 5
Extra Work 5
Status of Right-of-Way 6
Status of Utilities 6
Utilities 7
Worker Visibility 7
Technical Provisions 8
Construction Staking 8
Remove Traffic Sign Only 8
Roadway Lighting, Luminaires and Lamps 8
Remove Guide Sign 9
Relocate Pole Mounted Trash Can 9
Relocate Traffic Sign to Pole 9
Install Special Pole 10
Foundation Concrete 10
Reinforcing Steel 12
Sign Support Structural Steel 12
Irrigation 12
Sign Sheeting 12
Topper Sign 17
Guide Sign 18
Sign G7 19
Wayfinding Sign 32
Sign Sample 58
Sign C1 Mounting 58
Color Plan Sheets 58

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

SPECIAL PROVISIONS
WEST HAYMARKET JOINT PUBLIC AGENCY (2013)
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
GUIDE & WAYFINDING SIGNS
PROJECT NO. 870951B

GENERAL CONTRACT REQUIREMENTS

The work as detailed on the plans shall be completed in accordance with the requirements of the 2011 City of Lincoln Standard Specifications for Municipal Construction as supplemented by the Nebraska Department of Road's 2007 Standard Specifications for Highway Construction. The 2011 City of Lincoln Standard Specifications for Municipal Construction and the Nebraska Department of Road's 2007 Standard Specifications for Highway Construction (NDOR Standard Specifications), including all amendments, Supplemental Specifications and additions thereto effective at the date of the contract, the Special Provisions, plans, and all supplementary documents are essential parts of the contract. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

The Contractor shall not take advantage of any apparent error, discrepancy or omission in the plans or specifications. Upon discovery of such an error, discrepancy or omission, the Contractor shall notify the Engineer immediately. The Engineer will then make such corrections or interpretations as necessary to fulfill the intent of the plans and specifications.

Materials or work described in words which, so applied, have known technical or trade meaning shall be held to refer to such recognized standards.

Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and the Engineer's decision thereon shall be final. Correction of errors or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

The JPA reserves the right to award any, all, or none of the base bid work. Pictures contained in the plans can be made available upon request.

Any reference to the City, or OWNER, in the City of Lincoln Standard Specifications for Municipal Construction shall be considered reference to the West Haymarket Joint Public Agency (JPA), its employees, or representatives hired by the JPA as a consultant for construction project management, observation or testing services. The JPA's address is 555 South 10th Street, Lincoln, Nebraska 68508.

JPA: JPA shall mean the West Haymarket Joint Public Agency, a joint administrative entity under the Interlocal Cooperation Act, comprised of the City of Lincoln and the University of Nebraska – Lincoln for the purpose of implementing and overseeing the operation of the West Haymarket arena and infrastructure improvement projects.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

BONDING PERIOD

The City of Lincoln Standard Specifications, General Provisions and Requirements has been amended as follows:

A. Award and Execution of Contract.

B. Construction Performance and Construction Payment Bonds and Execution of Contract.

Within five (5) days after the acceptance of the bid, the successful Bidder must execute a written Contract between the Bidder and the JPA, said Contract will incorporate the JPA's Contract Documents and be on forms provided by the JPA, Construction Performance and Construction Payment Bonds, in a sum not less than the contract price, executed by the Bidder and by a corporate surety company authorized to transact business in the State of Nebraska.

CHANGES IN WORK

As part of the normal prosecution of site and utility work, unforeseen conditions may be encountered that could not reasonably have been anticipated based upon the available information at the time the plans and contract documents were prepared. To address these conditions additional work may be necessary that was not included within the original project scope of work as outlined in the contract documents. Prior to performing the additional work the Contractor or JPA construction site representative shall contact the Program Manager and provide them with a written description of the work, an approximate cost to complete the additional work and any request for additional contract time required to complete the work. The Program Manager shall review the information and provide the Contractor written direction on how to proceed.

The Contractor can expect the Program Manager to respond to the additional work request within the following timeframe following receipt of information and provide the Contractor direction on how to proceed:

- For minor changes in the work that have an additional cost less than $25,000 and that can be completed using existing unit prices, a negotiated price or on actual time and expense, the Contractor can expect a response within 24 hours from the time the Program Manager receives the information from the Contractor or JPA construction site representative.
- For major changes in the work that have an additional cost between $25,000 and $100,000, the Contractor can expect a response within 72 hours from the time the Program Manager receives the information from the Contractor or JPA construction site representative.
- Major changes in the work greater than $100,000 will require approval by the JPA Board. This will require 21 days from the time the Program Manager receives the information from the Contractor or JPA construction site representative.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

All approved additional work shall be documented in writing. Additional work completed by the Contractor without the prior approval of the Program Manager shall not be paid for under this contract. The Program Manager point of contact for the review and approval of all changes in the work under this contract is Caleb Swanson. He can be contacted at 402-477-0487 or 402-405-9932. In the event the Contractor or JPA site representative cannot reach Caleb they shall contact Paula Yancey at 210-601-3053 or PC Sports at 402-477-0487.

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.

VERIFICATION OF EXISTING CONDITIONS

All prospective bidders shall visit the site to familiarize themselves with the existing site conditions, access locations, site constraints, existing utilities, and other construction currently underway or planned within the project area. Verification of existing site conditions and utility locations shall not be paid for directly except where shown on the plans or as directed by the Engineer.

The Contractor should be aware that some of the design files shown in the plans set reference previously completed work or work that is currently in progress.

The Contractor and JPA construction site representative are responsible for continuously reviewing existing site conditions and constraints as the work progresses to ensure that the proposed work is compatible with the existing conditions. If discrepancies are discovered that may impact the proposed work then the Contractor or site representative shall immediately report them to the Engineer for resolution prior to starting work in the particular area in question.

SPECIAL BIDDING CONDITIONS
(Liquidated Damages)

Schedule is a critical element of the West Haymarket Project. As such, the work to be completed under this contract will support the opening and use of the Arena. It is the desire of the JPA that the work on this project be substantially complete by September 12, 2013.

The Contractor shall familiarize themselves with this date and the required scheduling of resources that will be required to meet this date based upon the anticipated Notice to Proceed date shown. Given the project schedule, it is possible that the Contractor may need to mobilize multiple work crews and complete different phases or work operations concurrently in order to meet the scheduled completion date.

Determination of the Substantial and Final Completion dates of the project shall be subject to the Engineer's approval. The amount of liquidated damages assessed for failure to achieve the required substantial and final completion dates of the project will be deducted from the money

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of the assessed disincentives, the JPA shall have the right to recover the difference from the Contractor or the Contractor's Surety.

SUBSTANTIAL AND FINAL COMPLETION

Work on this project will be done as a single contract in regard to determination of substantial and final completion dates. These milestone dates will have a corresponding liquidated damage amount assessed if the required work is not completed by the milestone date stipulated. The Contractor shall carefully review and familiarize themselves with the requirements for substantial and final completion for each contract phase and take this into consideration when preparing their bid. Liquidated damages shall apply as outlined in these Special Provisions.

The final completion date for this project is based upon the anticipated notice to proceed (NTP) date of June 10, 2013. The list below shows the liquidated damages amount per calendar day that will be charged to the Contractor in the event the work as outlined for substantial and final completion is not met unless an approved extension in contract time has been approved by the JPA.

- Substantial Completion – All Guide signs are in place, all wayfinding signs are in place and mounted per plan (pole, post, etc.).
    - Substantial Completion Date: 8-30-13
    - LD/Day - $1,000
- Final Completion – All work is complete including site clean-up.
    - Final Completion Date: 9-12-13
    - LD/Day - NA

Determination of Final Completion for the project shall be subject to the Program Manager and Engineer's approval.

WORK SCHEDULE

The Contractor will be required to submit a schedule of work within one week of the Notice to Proceed.

SPECIAL PROSECUTION AND PROGRESS

The following prosecution and progress of work shall be used in developing the baseline schedule for the project.

Traffic Control

The Contractor shall be responsible for providing the traffic control plan and submitting to the owner for approval for each phase of the work. The Contractor shall also be responsible for supplying all temporary construction signs and traffic control devices for the project as outlined in the City of Lincoln Standard Specifications for Municipal Construction.

Access During Construction

The Contractor shall not close any portion of the public roads or begin any work which may impact drive access to adjacent properties without the permission of the Engineer. Only lane closures are anticipated.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

Pedestrian Accommodations

Sidewalk closures and detours shall be clearly posted and maintained throughout the course of the project to direct pedestrians around the work area. The Contractor will be required to maintain pedestrian access to the adjacent properties as directed by the Engineer throughout the duration of the project. All temporary pedestrian pathways shall be a continuous hard surface throughout the entire length of the temporary facility and shall be ADA compliant.

DAVIS BACON WAGE REQUIREMENTS

The Contractor and all subcontractors shall comply with the requirements of the Davis-Bacon Act for all work to be performed on this project. This shall include the following:

- Pay all laborers, mechanics and other employees working on the project not less than the federal prevailing wages listed in the current wage determination in effect the date of the bid opening for this project.
- Submit weekly certified payroll records of all employees working on the project to the JPA or their authorized representative.
- Post the applicable Davis-Bacon wage determinations with the Davis Bacon poster on the job site in a prominent and accessible place where they can be easily seen by the Contractor's workers and all subcontractors.
- The Contractor shall require all subcontractors to fully comply with all requirements of the Davis Bacon Act and pay their employees not less than the federal prevailing wages listed in the current wage determination in effect the date of the bid for this project for work performed on the project.
- The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all requirements of the Davis Bacon Act and the Effective Wage Decision.

The current Davis Bacon Wage requirements in effect at the date of the bid opening shown for "Highway Construction Projects" shall apply to all work completed on this project. All bidders shall familiarize themselves with the Davis Bacon requirements as well as the requirements outlined on the sample contract document that is attached as part of the bidding documents.

EXTRA WORK

Included in the proposal is a lump sum fixed price bid item for "Extra Work". This fixed price bid item is a lump sum amount of $30,000.00 as shown in the proposal that shall be used as approved by the Program Manager to provide compensation for additional work items that may be required due to unforeseen circumstances, additional work not originally included in the contract or approved change orders to date. Upon approval of a change in the work and additional compensation by the Program Manager, and upon completion of the extra work, the Contractor may submit for payment a percentage of the lump sum amount of the fixed price for the "Extra Work" pay item. The percentage of the fixed price "Extra Work" item will be paid, contingent upon the Program Manager's approval up to the maximum amount of the lump sum "Extra Work" bid item approved as part of the original contract and any subsequent approved contract change orders. No payment shall be made for any percentage of this lump sum amount without the prior written approval of the additional work by the Program Manager or the JPA's authorized representative.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

STATUS OF RIGHT-OF-WAY

All work to be completed shall be performed in existing public right-of-way. The Contractor will not be allowed to perform work outside the public right-of-way.

STATUS OF UTILITIES

The following information is current as of March 21, 2013. The Contractor should request a utility status update at the project pre-construction meeting, and/or prior to starting work. The Contractor shall coordinate all construction activities with affected utilities.

City of Lincoln
The City of Lincoln has existing utilities and conduit / cables within the limits of the project. All existing cable functions shall remain operational during work. The Contractor will have to coordinate obtaining access to signal cabinets the cabinet penetration task.

The points of contact for the City of Lincoln are:

City of Lincoln Engineering Services
Contact: Chad Blahak
Phone: (402) 309-4608

City of Lincoln Engineering Services
Contact: Dave Bernt
Phone: (402) 441-7711

City of Lincoln Engineering Services
Contact: Erin Sokolik
Phone: (402) 441-7711

City of Lincoln Water System
Contact: Steve Owen
Phone: (402) 441-5925

City of Lincoln Wastewater System
Contact: Brian Kramer
Phone: (402) 441-7987

Private Utilities
The following utilities are known to exist within the Project limits. No utility relocates are anticipated as a result of the project.

Black Hills Energy
The point of contact for Black Hills Energy is:

Contact: Randy Kreifels
Phone: (402) 437-1715

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

Lincoln Electric System (LES)
The point of contact for LES is:

Contact: Larry Kathol
Phone: (402) 467-7642

Windstream
The point of contact for Windstream is:

Contact: Ken Adams
Phone: (402) 429-0753

Time Warner Cable (TWC)
The point of contact for TWC is:

Contact: Mike Willey
Phone: (402) 421-0394 – office, (402) 651-9328 – cell

Unite Private Networks
The point of contact for Unite is:

Contact: Joe Melvin
Phone: (402) 617-4787

UTILITIES

Add the following paragraphs to Article II, Section A (EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK):

The Contractor shall notify the Digger's Hotline of Nebraska (HOTLINE), Phone Number 1-800-331-5666, at least 48 hours in advance of the commencement of work at any site to allow the member utilities to examine the construction site and mark the location of the utilities' respective facilities.

The Contractor acknowledges that some (or all) of the utility companies, with facilities shown on the drawings may not be members of the Hotline and, therefore, not automatically contacted by the above-referenced telephone number. The Contractor shall be responsible for making itself aware of utility company facilities not reported by the Hotline, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The Contractor shall also be responsible for verifying that each utility has responded to such notification.

WORKER VISIBILITY

Pursuant to Part 634, Title 23, Code of Federal Regulations, the following modified rule is being implemented:

Effective on January 1, 2008, all workers within the right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

the work area shall wear high-visibility safety apparel.

High-visibility safety apparel is defined to mean personal protective safety clothing that:

1. Is intended to provide conspicuity during both daytime and nighttime usage, and

2. Meets the Performance Class 2 or Class 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standards for High-Visibility Safety Apparel and Headwear."

If the Contractor fails to comply with the worker visibility requirements and as a result, Federal and State authorities withhold Federal Funds, then JPA reserves the right to seek reimbursement from the Contractor for the loss of federal funds that are attributed to the Contractor's non-compliance.

TECHNICAL PROVISIONS

The following Special Provisions amend or supplement the 2011 City of Lincoln Standard Specifications for Municipal Construction and the State of Nebraska Standard Specifications for Highway Construction, 2007 Edition. All provisions which are not so amended or supplemented remain in full force and effect.

CONSTRUCTION STAKING

The Contractor shall use the horizontal and vertical control points as shown on the plans for use in establishing the exact location and elevations for the project. The Contractor shall be responsible for preserving (or reestablishing) these control points if necessary. The Contractor shall use this control to provide all construction staking that is required for the project. This shall include staking for utility construction and all other survey work to complete the project in accordance with the details shown on the plans.

The Contractor's staking records shall be recorded in a bound notebook, in a format approved by the Engineer. Record notebooks will be submitted to the City of Lincoln at the completion of the project.

Basis of Payment - Construction staking shall not be measured, but shall be paid for at the Contract Lump Sum amount bid for the pay item "Construction Staking". The amount of the lump sum to be included in each partial payment shall be in proportion to the value of the work completed with respect to the total amount of the original bid.

REMOVE TRAFFIC SIGN ONLY

Removed signs shall be delivered to the City of Lincoln sign shop.

ROADWAY LIGHTING, LUMINAIRES AND LAMPS

The following changes apply to the City of Lincoln Standard Specifications and are numbered to correspond with those specifications.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

24.14 ROADWAY LIGHTING, LUMINAIRES AND LAMPS

B. Electronic Photoelectric Controls

2. Load Rating 1000 Watts

E. Surge Protection

2. Joules Rating 640 Minimum

F. Housing and Markings

1. Color Blue

I. Warranty

Approved manufacturers and catalog numbers are:

Dark to Light (DTL)	DLL127 1.5 BK
Sun-Tech	TRS-2
Ripley	6390L-BK

J. Circuit Board Silicone Coated

REMOVE GUIDE SIGN

Existing overhead guide signs shall be removed at the locations shown on the plans or as directed by the Engineer. Removal of the guide sign shall not be differentiated by size.

Removal of the guide sign shall include all sign panels, extruded stiffeners, and post clips. The vertical mounting posts shall be left in place on the overhead truss. The sign panels shall be delivered to the City of Lincoln sign shop. The Contractor must coordinate their schedule such that where new guide signs are to be installed at the location of a guide sign removal; the new sign shall be installed the same day that the existing one is removed.

Measurement and payment for removal of guide signs shall be made at the contract unit price bid per each for the pay item "Remove Guide Sign". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals to remove the guide sign.

RELOCATE POLE MOUNTED TRASH CAN

An existing pole mounted trash can shall be relocated to a new pole at the location shown on the plans or as directed by the Engineer. The trash can shall be mounted with the materials and per the methods outlined in the City of Lincoln Standard Specifications for pole mounted sign.

Measurement and payment for relocating the pole mounted trash can shall be made at the contract unit price bid per each for the pay item "Relocate Pole Mounted Trash Can". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals to relocate the trash can.

RELOCATE TRAFFIC SIGN TO POLE

Traffic signs shall be mounted on poles at the locations shown on the plans or as directed by the Engineer. The signs shall be installed with the materials and per the methods outlined in the City of Lincoln Standard Specifications for pole mounted sign.

Measurement and payment for relocating traffic signs to poles shall be made at the contract unit price bid per each for the pay item "Relocate Traffic Sign to Pole". Such payment shall be full

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

compensation for furnishing all labor, equipment, tools, materials, and incidentals to install the traffic sign.

INSTALL SPECIAL POLE

A Special Pole shall be installed at the location shown on the plans or as directed by the Engineer. The City of Lincoln will purchase the assembly (including anchor bolts) and the Contractor will pick it up and transport it to the site for installation. The City will also provide the structure's design details as soon as they are available. Pole reactions are as follows:

Special Pole	Arm (ft)	Moment (lb-ft)	Torsion (lb-ft)	Shear (lb)	Axial (lb)
1	36	92,000	87,000	7,700	8,500
2	21	114,000	67,000	5,400	3,600

Installation methods will generally adhere to the City of Lincoln Standard Specifications and Standard Plans for Steel Poles unless indicated otherwise by the pole manufacturer. A schematic of Special Pole _ is provided in the plans and is for illustrative purposes only.

The construction of the foundation for special poles will be paid for separately from the pay item for the Special Pole and will be made in accordance with the appropriate bid items for the foundation concrete and reinforcing steel. The design of the foundation shall be the responsibility of the Contractor and shall be completed in accordance with the manufacturer requirements/loadings, to accommodate the specific signs(s) and pole reactions, and necessary grounding and conduits. Foundation design will not be paid for directly but shall be considered subsidiary to the bid item "Install Special Pole _". All foundations and soil testing required to design the foundation shall be the responsibility of the Contractor and shall be prepared and sealed by a Professional Engineer licensed in the State of Nebraska.

Measurement and payment for installing Special Pole _ shall be made at the contract unit price bid per each for the pay item "Install Special Pole _". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals to install the pole along with the design for the pole foundation.

FOUNDATION CONCRETE

The foundations and bases shall be constructed and/or installed in accordance with the plans, Standard Plans, and pole specific plans.

All foundations shall be poured within 48 hours of excavation.

Positioning of anchor bolts shall ensure that all access and relative position of the structure and its components are in the position shown on the project plans. Anchor bolts shall be set so that 2 bolts are placed in tension and 2 in compression.

Mast Arm Pole foundations will not be measured for payment separately, but are considered subsidiary to the bid item for which payment is made.

The design of the foundation for the Special Poles shall be the responsibility of the Contractor.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

For bidding purposed, the quantities for payment of the Special Pole foundations are based upon the quantities shown for a type F-8 Foundation for Steel Poles found in Lincoln Standard Plan 82 (3'-6" in diameter by 15' deep). Based upon the final design of the foundation by the Contractor, the final pay quantities for the concrete and reinforcing steel for the foundations may be adjusted and payment made in accordance with the prices bid for the pole foundation concrete and reinforcing steel.

Reinforced Concrete forms shall be firmly braced and secured in place. Forms shall not be removed until the concrete has set, and at no time shall they be removed within 12 hours after the concrete has been placed.

Prior to pole installation, anchor bolts and foundation holes shall be barricaded or suitably enclosed to protect the public from possible injury.

All reinforcement bars for concrete reinforcement shall be Grade 40 or Grade 60 steel and shall conform to the requirements of "Standard Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement", ASTM Designation A 615, or "Standard Specifications for Raw Steel and Axle-Steel Deformed Bars for Concrete Reinforcement", ASTM Designation A 996. Bars shall be free from excess rust, scale or other substances which prevent the bonding of concrete to the reinforcement.

There shall, in all cases, be at least 3" of concrete between anchor bolts and steel reinforcing members at any edge of foundation or base.

No foundation or base shall be poured until they are free of water or debris including trash. The bottom of the foundations and bases shall rest securely on firm undisturbed ground. Both forms and excavations shall be thoroughly wet before placing concrete. An Observer shall be present for the pouring of all traffic signal foundations and bases. The Project Manager shall be contacted 24 hours in advance of the pour. Any foundations poured without the Observer present shall be subject to removal and replacement at the Contractor's expense.

The foundations and bases shall be L3500 concrete, poured monolithically and consolidated with a mechanical vibrator as it is placed, from the bottom to the top, in the form. No floating of steel allowed. The top and any exposed portion of the foundation or base shall be troweled smooth, true and level.

Anchor bolts shall protrude within the range shown on Special Plans with the nuts and threads covered to protect them during pouring.

Grinding concrete to form a chamfer shall not be permitted.

After the foundation or base has been poured, no modification shall be made. If the anchor bolts, conduit, or any part of the foundation or base are installed in an incorrect manner, as determined by the Project Manager, the entire foundation or base shall be removed and a new foundation or base installed. The Contractor shall bear all costs of replacing work, including cost of anchor bolts, deemed unsatisfactory by the Project Manager.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

Pole shafts shall not be set on the foundations until the concrete has achieved a compressive strength of 2500 psi or an age of 72 hours. Mast arms shall not be installed until the concrete has achieved a compressive strength of 3000 psi or an age of 7 days.

The Contractor shall supply Certificates of Testing to document that the concrete placed meets all requirements.

Measurement and payment for Foundation Concrete shall be made at the contract unit price bid per cubic yard for the pay item "Foundation Concrete". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, excavation, backfill, forming, and incidentals.

REINFORCING STEEL

Reinforcing steel shall be furnished and installed in the foundations as indicated in the plans and Lincoln Standard Plans. The bars shall adhere to requirements in the plans and these Special Provisions.

Measurement and payment for Reinforcing Steel shall be made at the contract unit price bid per pound for the pay item "Reinforcing Steel". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals.

SIGN SUPPORT STRUCTURAL STEEL

Sign support structural steel shall be furnished and installed for the wayfinding sign posts at the locations indicated in the plans or as directed by the Engineer. The wayfinding post detail and mounting height detail outline the type and length of steel beams necessary.

Measurement and payment for Sign Support Structural Steel shall be made at the contract unit price bid per pound for the pay item "Sign Support Structural Steel". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals.

IRRIGATION

The Contractor will be responsible for repairing any damaged irrigation lines due to the placement of new foundations. All work associated with reconstruction and testing of the irrigation systems shall comply with the requirements outlined in the City Standard Specifications. This work may include but is not limited to water meter/backflow preventer, enclosure, control boxes, sprinkler heads, valves, and piping. Any irrigation repair will be considered subsidiary to the bid item for which payment is made.

SIGN SHEETING

The following requirements shall apply to all signs contained in the plans.

Scope
This specification covers flexible white or colored, Super-High Efficiency Full Cube Retroreflective Sheeting (hereinafter called sheeting), tape and related processing materials

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

designed to enhance nighttime visibility of traffic control signs and objects. The sheeting shall consist of full cube prismatic lens elements with a distinctive interlocking diamond seal pattern visible from the face of a smooth surface. The sheeting shall have a precoated adhesive protected by an easily removable liner.

The sheeting shall be part of a family of matched component products required for the manufacture and imaging of traffic control signs.

Prequalification
Materials (sheeting, process colors, and overlay films) shall be considered for use only when, in the opinion of the JPA sufficient evidence exists to ensure that the materials and services offered can reliably conform to this specification.

Classification and Conformance
The sheeting shall conform to ASTM D4956 as modified by this specification.

Items to be Included in Bids
Process Colors

- The manufacturer of the sheeting shall manufacture and offer process colors in standard traffic colors, clears and thinners recommended for the sheeting to meet the performance requirements of this specification.
- The process colors shall be a single line of traffic colors which may be applied before and after sheeting is applied to a substrate, require no component premixing, and will air dry for packing with proper ventilation in 3 hours or less and require no clear coating.

Overlay Films

- The sheeting manufacturer shall also manufacture colored acrylic imaging films and clear protective overlays, which are compatible with the sheetings, and when used in accordance with the sheeting manufacturer's instructions, shall not lessen the warranty.

Test Panels and Test Conditions
Unless otherwise specified herein, sheeting shall be applied to test panels in accordance with ASTM D4956-09, section 7.2 and test conditions shall conform to ASTM D4956-09 section 7.1.

Requirements
Color Requirements

- Color shall be as specified and shall conform to the Daytime and Nighttime Color Specification Limits of ASTM D4956. Daytime luminance factors shall conform to ASTM D4956-09 Table 2.
- Ordinary Colors: Conformance to standard chromaticity (x, y) and luminance factor (Y%) requirements shall be determined by instrumental method in accordance with ASTM E1164 on sheeting applied to smooth aluminum test panels cut from Alloy 6061-T6 or 5052-H38. The values shall be determined on a HunterLab ColorFlex 45/0 spectrophotometer. Computations shall be done for CIE Illuminant D65 and the 2° standard observer.*
- Fluorescent Colors: Conformance to standard chromaticity (x,y) and luminance factor (Y%) requirements shall be determined by instrumental method in accordance with ASTM E991 on sheeting applied to smooth aluminum test panels cut from Alloy 6061-

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

T6 or 5052-H38. The values shall be determined on a HunterLab ColorFlex 45/0 spectrophotometer. Computations shall be done for CIE Illuminant D65 and the 2° standard observer.*

* The instrumentally determined color values of ordinary and fluorescent colored retroreflective sheeting can vary significantly depending on the make and model of colorimetric spectrophotometer as well as the color and retroreflective optics of the sheeting (David M. Burns and Timothy J. Donahue, Measurement Issues in the Color Specification of Fluorescent-Retroreflective Materials for High Visibility Traffic Signing and Personal Safety Applications, Proceedings of SPIE: Fourth Oxford Conference on Spectroscopy, 4826, pp. 39-49, 2003). For the purposes of this document, the HunterLab ColorFlex 45/0 spectrophotometer shall be the referee instrument.

Coefficient of Retroreflection Minimum Requirements

- Three 8 in. x 8 in. samples spaced evenly across and down a representative piece of sheeting shall be taken. The Coefficient of Retroreflection (R_A) shall be determined for each of the three samples per ASTM E810. The average of the three values shall comply with the stated minimum table value and no single sample shall be less than 80% of the table value.
- The observation angles shall be 0.2°, 0.5°, 1.0°.
- The entrance angles shall be -4° and 30°.
- For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for corresponding color in Table I of this specification.

Fractional Retroreflectance

The optical design of the sheeting shall be such that when measured at an entrance angle of –4° the fractional retroreflectance within a 2° observation angle cone, as defined in ASTM E808 as R_T with $\alpha_{max} = 2°$, is at least 55%.

Table I
Minimum Coefficient of Retroreflection
(cd/lux/m^2)

White	-4	30
0.2	580	220
0.5	420	150
1.0	120	45

Blue	-4	30
0.2	26	10
0.5	19	7.0
1.0	5.0	2.0

Yellow	-4	30
0.2	435	165
0.5	315	110
1.0	90	34

FYG	-4	30
0.2	460	180
0.5	340	120
1.0	96	36

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

Table I
Minimum Coefficient of Retroreflection
(cd/lux/m^2)

Red	-4	30
0.2	87	33
0.5	63	23
1.0	18	7

FY	-4	30
0.2	350	130
0.5	250	90
1.0	72	27

Green	-4	30
0.2	58	22
0.5	42	15
1.0	12	5.0

FO	-4	30
0.2	175	66
0.5	125	45
1.0	36	14

Brown	-4	30
0.2	17	7.0
0.5	13	5.0
1.0	4.0	1.0

Color Processing
The retroreflective sheeting shall be designed to work in concert with recommended imaging systems. Color processing with compatible transparent and opaque process colors shall be possible in accordance with the sheeting manufacturer's recommendation at temperatures of 60° to 100°F (16° to 38°C) and relative humidity of 20% to 80%. The sheeting shall be heat resistant and permit force curing without staining of applied or unapplied sheeting at temperatures recommended by the sheeting manufacturer.

Shrinkage
The retroreflective sheeting shall comply with the shrinkage requirements contained in ASTM D4956-09 section 6.6.

Adhesive
The retroreflective sheeting shall comply with the liner removal and adhesion requirements contained in ASTM D4956-09 sections 6.8 and 6.9 respectively.

Optical Stability

- Three samples of retroreflective sheeting applied to test panels and conditioned as in Section 5.0 shall each first have their photometric properties characterized by measuring the coefficients of retroreflection in accordance with ASTM E810 at all test geometries shown in Table I. These panels shall then be exposed in an air circulating oven at 160 ± 5°F (71± 3°C) for a period of 24 hours. After exposure the panels shall be allowed to condition according to the provisions of Section 5.0. These panels will again be characterized for photometric properties by measuring the coefficients of retroreflection at all test geometries measured before exposure.
- The coefficients of retroreflection measured after exposure shall be between 85% and 115% of the values measured before exposure for each of the three samples.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

Fungus Resistance
The retroreflective sheeting shall comply with the supplementary requirements contained in section S1 of ASTM D4956-09.

General Characteristics and Packaging

- The retroreflective sheeting as supplied shall be of good appearance, free from ragged edges, cracks, and extraneous materials and shall be furnished in either rolls or sheets.
- When furnished in continuous rolls, the number of splices shall not be more than two per 50 yards (45.7 m) of material, with a maximum of three pieces in any 50-yard (45.7 m) length. Splices shall be butted and shall be suitable for continuous application as furnished.
- The sheeting shall be packaged in accordance with commercially accepted standards. Each carton shall clearly stipulate the brand, quantity, size, lot or run number, and color. Stored under normal conditions the retroreflective sheeting as furnished shall be suitable for use for a minimum period of one year.

Performance Requirements and Obligations
Certification
The sheeting manufacturer shall submit with each lot or shipment, a certification that states the material supplied will meet all the requirements listed herein.

Field Performance Requirements for Permanent Signing – Ordinary Colors

- Sheeting manufactured of ordinary colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for at least 12 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed.
    - 80 % of values listed in Table I up to 7 years
    - 70% of values listed in Table I up to 12 years
- Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the sign and shall be replaced under the manufacturer's replacement obligations.
- For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding integral color.
- All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

Field Performance Requirements for Permanent Signing – Custom Colors

- Sheeting manufactured of custom colors and processed and applied to sign blank materials in accordance with sheeting manufacturer's recommendations, shall perform effectively for at least 8 years. The retroreflective sheeting will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimum specified for that sheeting during that period listed.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

- 80 % of values listed in Table I up to 7 years
- 70% of values listed in Table I up to 12 years

- Failure of process colors or overlay films provided and/or sold for use on recommended sheeting shall constitute a failure of the sign and shall be replaced under the manufacturer's replacement obligations.
- For screen printed transparent colored areas or transparent colored overlay films on white sheeting, the coefficients of retroreflection shall not be less than 70% of the values for the corresponding integral color.
- All measurements shall be made after sign cleaning according to the sheeting manufacturer's recommendations.

Sheeting Manufacturer's Replacement Obligation – Ordinary Colors

- For ordinary colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations have not met the performance requirements, the sheeting manufacturer shall cover restoration costs as follows for sheetings shown to be unsatisfactory during:
  - For the entire 12 years, the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness.
  - In addition, during the first 7 years, the sheeting manufacturer will cover the cost of restoration of the sign surface to its original effectiveness at no cost to the JPA for materials and labor.

Sheeting Manufacturer's Replacement Obligation – Custom Colors

- For custom colors where it can be shown that retroreflective signs, supplied and used according to the sheeting manufacturer's recommendations have not met the performance requirements, the sheeting manufacturer shall cover restoration costs as follows for sheetings shown to be unsatisfactory during:
  - For the entire 8 years, the sheeting manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness.
  - In addition, during the first 5 years, the sheeting manufacturer will cover the cost of restoration of the sign surface to its original effectiveness at no cost to the JPA for materials and labor.

Applicable Documents

The following documents, of the issues in effect on the date of invitation for bids or request for proposal, form a part of this specification to the extent specified herein.

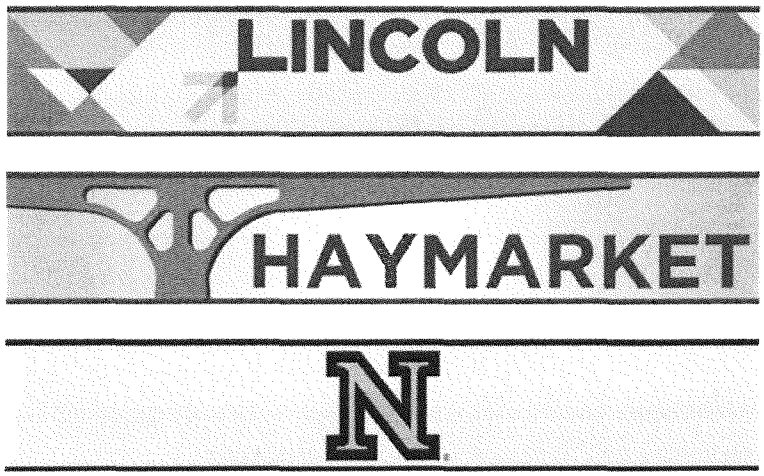
ASTM Standards

- D4956 Standard Specification for Retroreflective Sheeting for Traffic Control.
- E810 Standard Test Method for Coefficient of Retroreflection of Retroflective Sheeting.

TOPPER SIGN

Topper signs shall be furnished by the Contractor and installed as indicated on the plans. There are three topper types: City, Haymarket, and UNL with two sizes: 8"x46" and 12"x69". All toppers shall be a single, flat panel and 0.08" thick. Color images are provided below for illustrative purposes.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



The Contractor will be provided topper design details upon receiving a notice to proceed.

General colors for the topper signs are as follows:
City / Haymarket Red– R241, G41, B56
City / Haymarket Orange – R255, G111, B32
City / Haymarket Light Orange – R253, G187, B48
City / Haymarket Dark Gray – R164, G151, B145
City / Haymarket Light Gray – see UNL Gray
UNL Red – R136, G51, B32
UNL Gray – R225, G224, B216

These color combinations will be used as a starting point to determine an approved set. The Contractor should not order all toppers necessary for the project until final approval of a color combination is received from the JPA.

Refer to the plan sheets for specific mounting instructions. Some toppers will be mounted using the City's mounting assembly / brackets typically used for metro street name signs. All necessary mounting hardware will be considered subsidiary to the bid item for which payment is made.

Measurement and payment for furnishing and installing topper signs shall be made at the contract unit price bid per square foot for the pay item "Topper Sign". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals.

GUIDE SIGN

Guide signs shall be furnished by the Contractor and installed as indicated on the plans. Design details for each sign are provided in the plan set. Additionally, the plans specify which should be a single, flat panel and which are to be of extruded panel design. All flat panel guide signs shall be 0.125" thick. All Guide signs will be standard MUTCD colors of green and white.

All necessary mounting hardware, clips, brackets, etc. will be considered subsidiary to the bid item for which payment is made. In order to mount the new guide signs on existing structures, the Contractor may have to adjust the spacing of the vertical mounting posts. This too will be

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

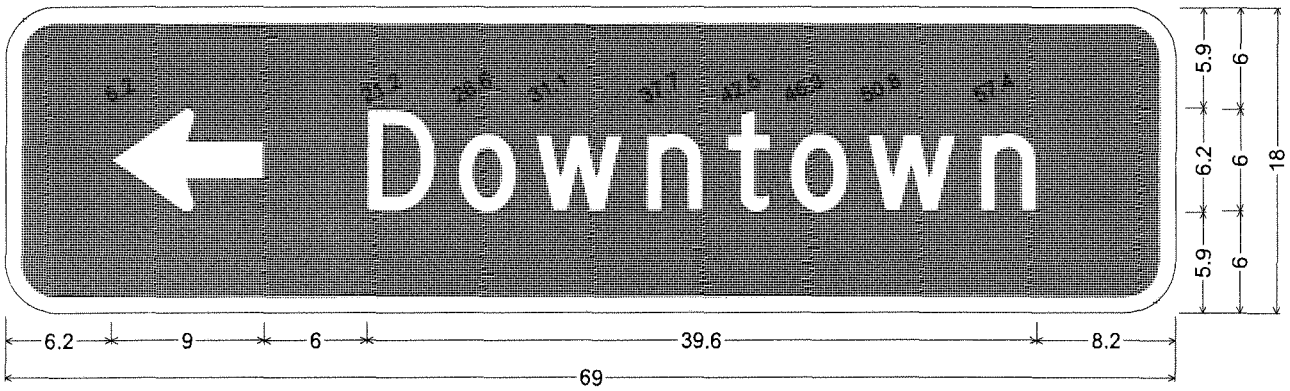
considered subsidiary work. The Contractor must coordinate their schedule such that where new guide signs are to be installed at the location of a guide sign removal; the new sign shall be installed the same day that the existing one is removed.

Measurement and payment for furnishing and installing guide signs shall be made at the contract unit price bid per square foot for the pay item "Guide Sign". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals.

SIGN G7

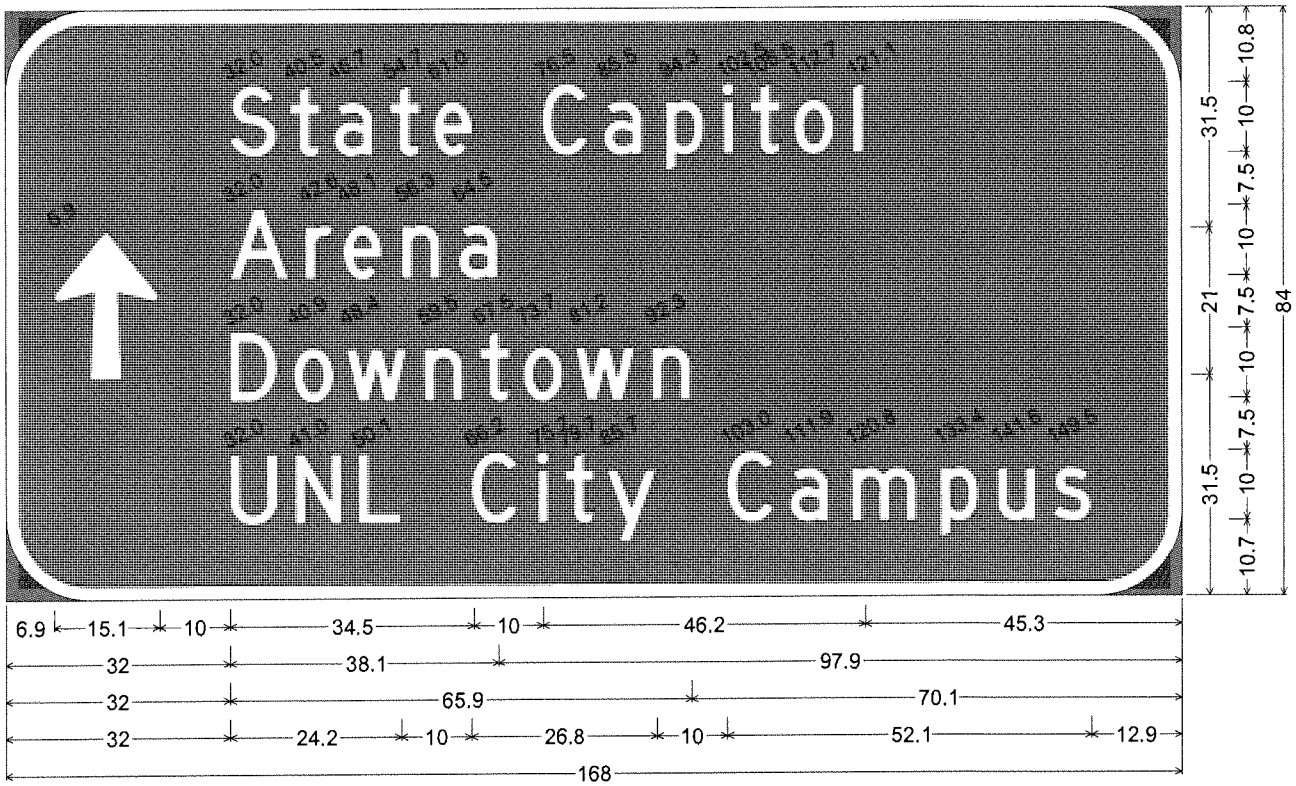
Guide sign G7 shall include a 12"x66" solid green plaque which will cover "Ice Center". The area for the plaque is calculated into the area of the G7 sign and therefore, no additional payment will be made for the plaque. The plaque shall be bolted to the G7 extruded sign panels such that "Ice Center" is not visible. Labor, equipment, tools, materials, and incidentals shall fall under the Guide Sign bid item.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



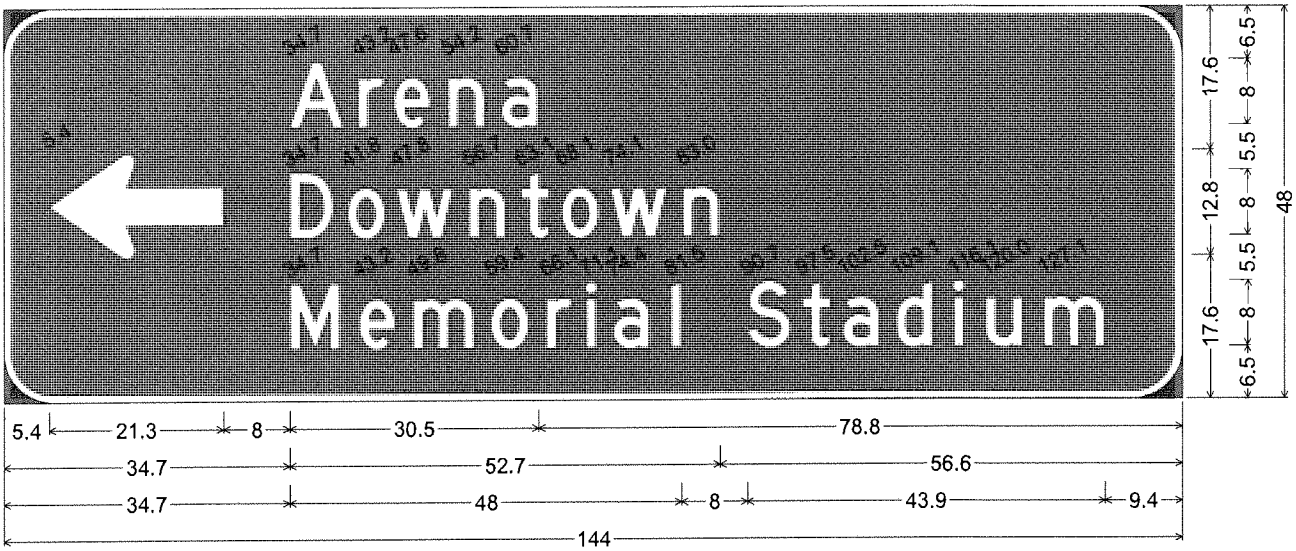
G1: NW 48th SB; N of West O; 3.0" Radius, 1.0" Border, White on Green;
Standard Arrow Custom 9.0" X 6.1" 180°; "Downtown" D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



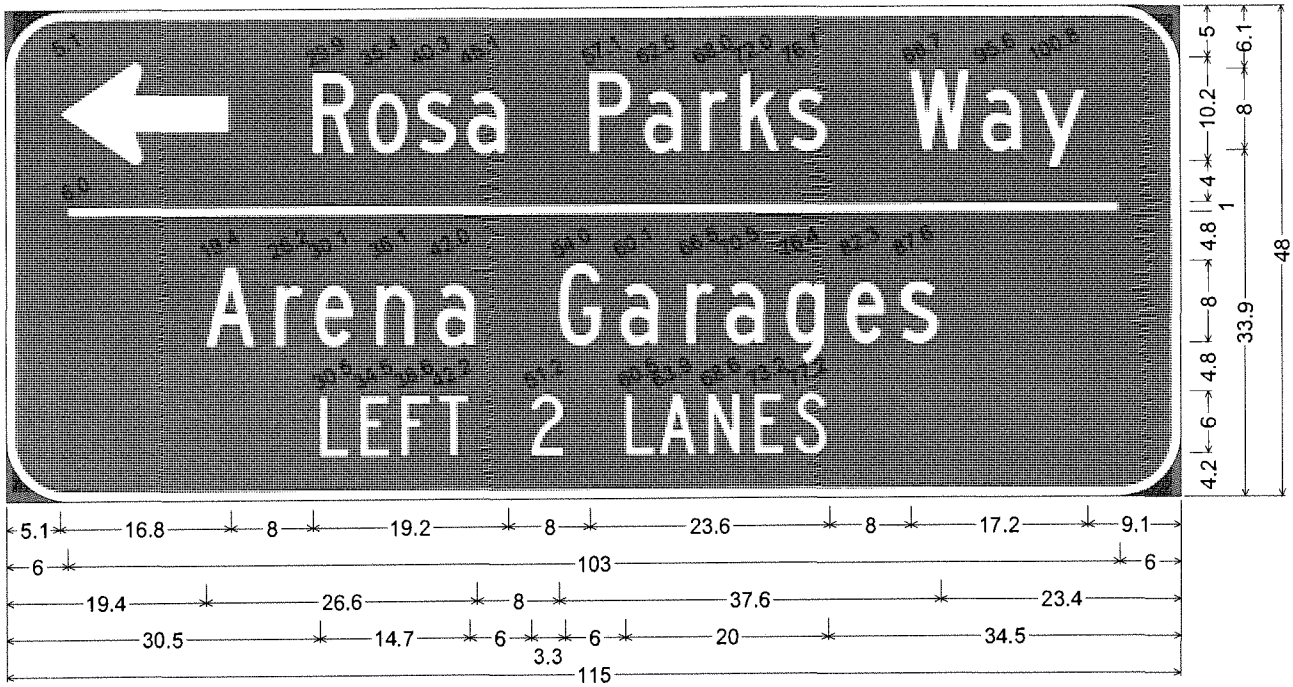
G2: Rosa Parks EB; W of 9th; 12.0" Radius, 2.0" Border, White on Green;
Arrow Custom - 21.0" X 15.1" 90°; "State Capitol" D; "Arena" D; "Downtown" D; "UNL City Campus" D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



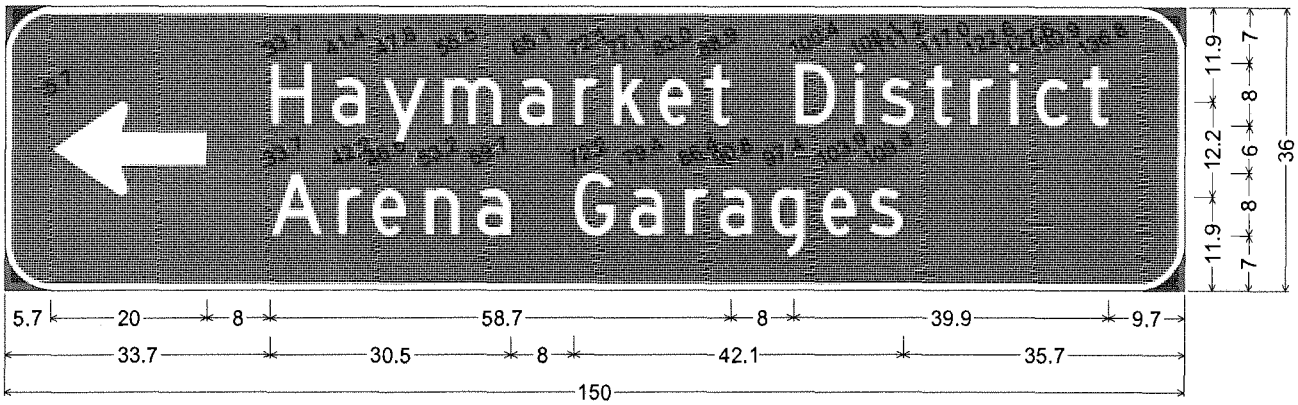
G3: K St; 9th - 10th; 6.0" Radius, 1.0" Border, White on Green;
Standard Arrow Custom 21.3" X 12.9" 180°; "Arena" D; "Downtown" D; "Memorial Stadium" D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



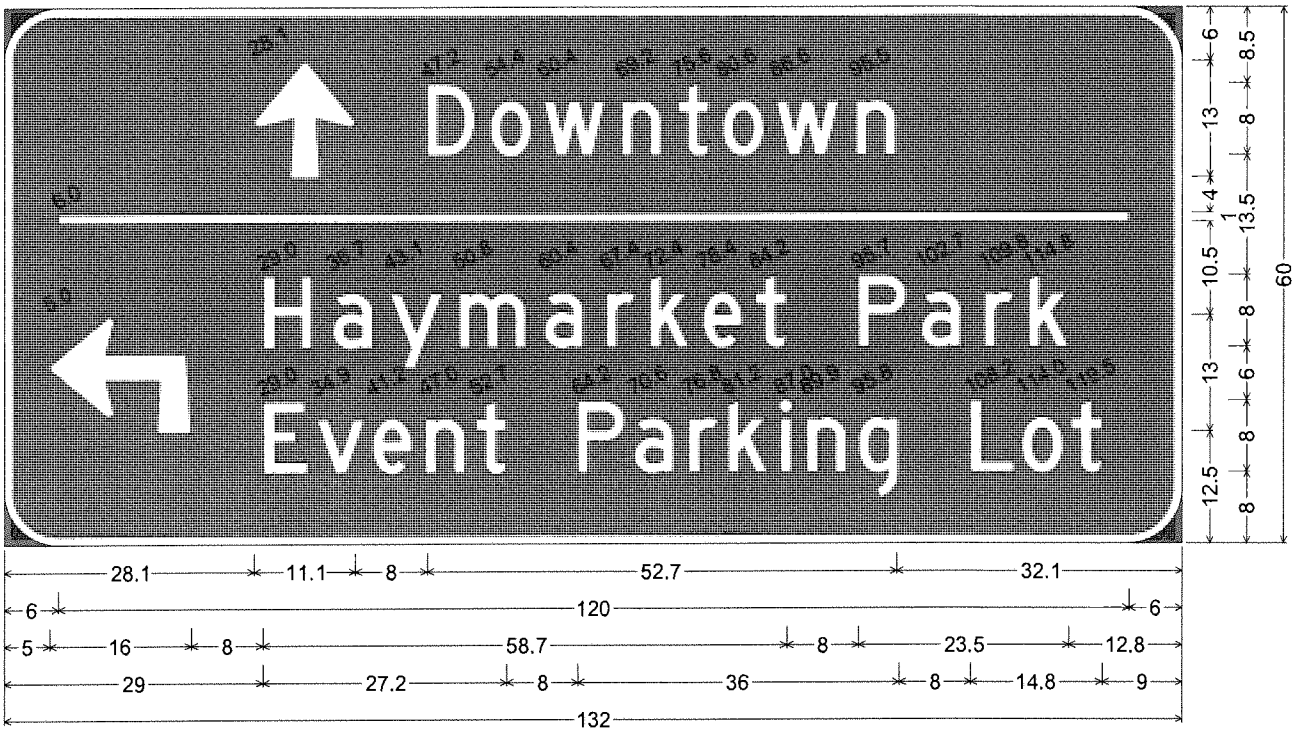
G4: 10th; K - L; 6.0" Radius, 1.0" Border, White on Green;
Standard Arrow Custom 16.8" X 10.1" 180°; "Rosa Parks Way" C 65% spacing; "Arena Garages" C;
"LEFT 2 LANES" C;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



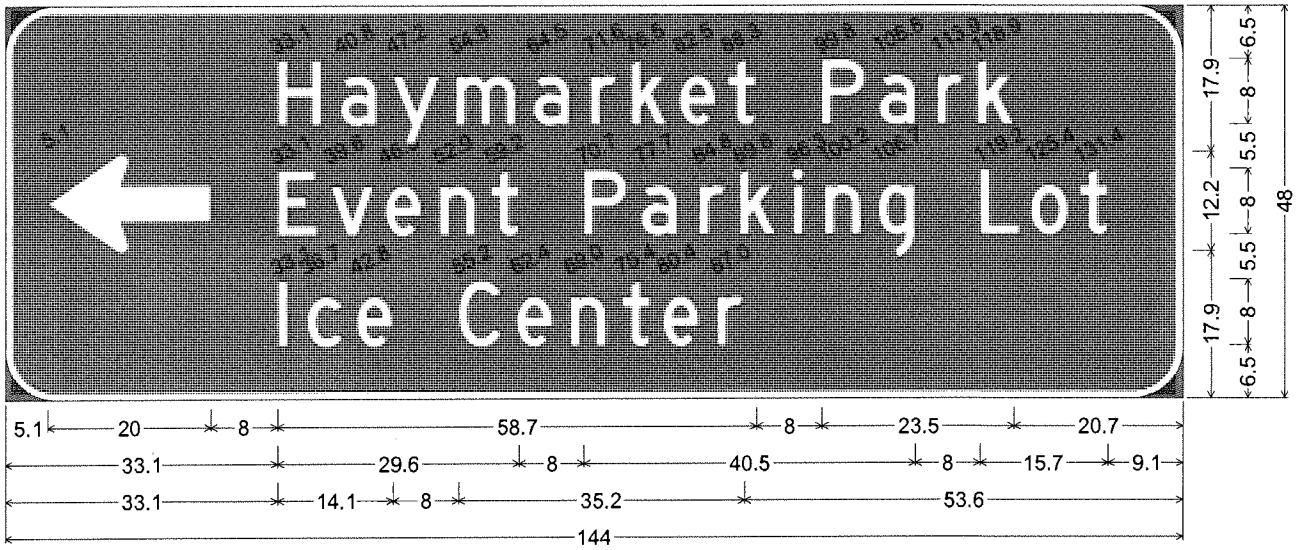
G5: 10th; M - N; 6.0" Radius, 1.0" Border, White on Green;
Standard Arrow Custom 20.0" X 12.1" 180°; "Haymarket District" D; "Arena Garages" D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



G6: West O EB; W of Sun Valley; 6.0" Radius, 1.0" Border, White on Green;
Arrow 5 - 13.0" X 11.2" 90°; "Downtown" D; 90 Deg Advanced Turn Arrow 16.0" X 13.0"; "Haymarket Park" D;
"Event Parking Lot" D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

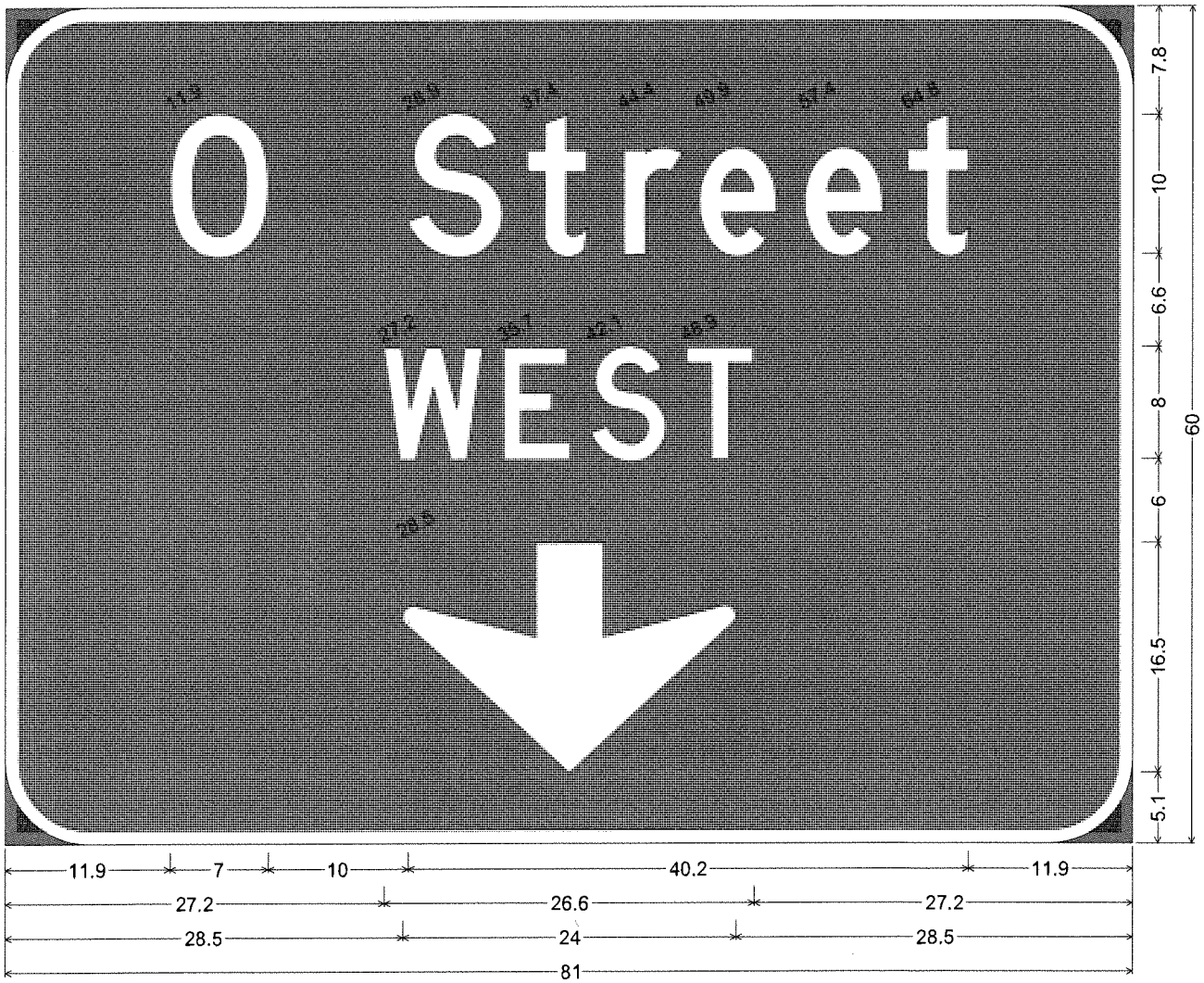


G7: West O EB; W of Sun Valley; 6.0" Radius, 1.0" Border, White on Green;
Standard Arrow Custom 20.0" X 12.1" 180°; "Haymarket Park" D; "Event Parking Lot" D; "Ice Center" D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

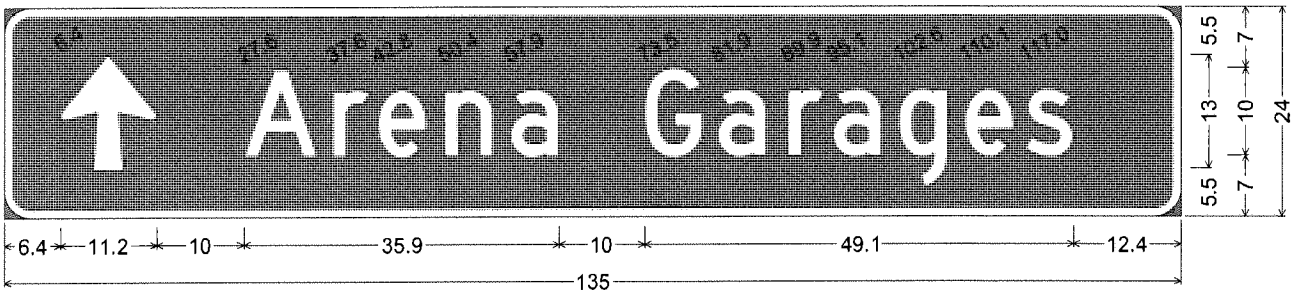
G8: 9th: R - Q; 9.0" Radius, 2.0" Border, White on Green;
"Arena" D; "Garages" D; Down Arrow 16.0" X 24.0" 270°;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



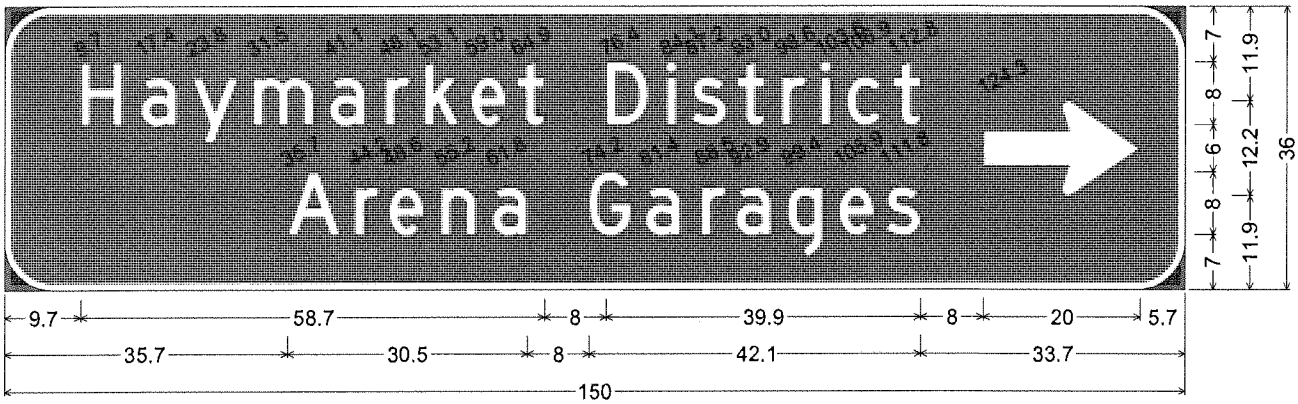
G9: 9th; R - Q; 6.0" Radius, 1.0" Border, White on Green;
"O Street" D; "WEST" D; Down Arrow 16.0" X 24.0" 270°;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



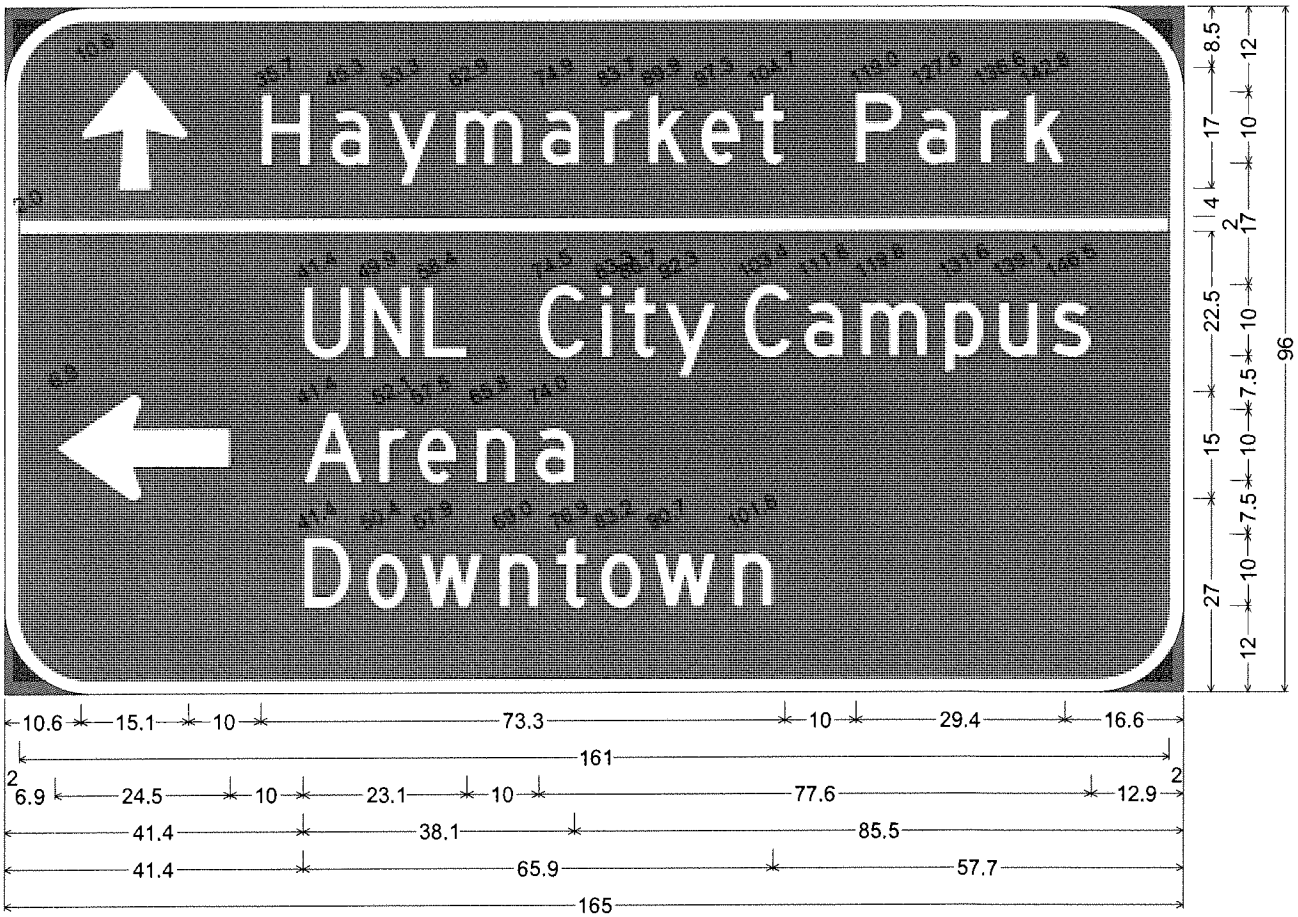
G10: 9th; Q - P; 3.0" Radius, 1.0" Border, White on Green;
Arrow 5 - 13.0" X 11.2" 90°; "Arena Garages" D 75% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



G11: 9th; O - N; 6.0" Radius, 1.0" Border, White on Green;
"Haymarket District" D; "Arena Garages" D; Standard Arrow Custom 20.0" X 12.1" 0°;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



G12: Cornhusker WB; W of 31st; 12.0" Radius, 2.0" Border, White on Green;
Arrow 6 - 17.0" X 15.1" 90°; "Haymarket Park" D; Standard Arrow Custom 24.5" X 15.0" 180°;
"UNL CityCampus" D 75% spacing; "Arena" D; "Downtown" D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

WAYFINDING SIGN

Wayfinding signs shall be furnished by the Contractor and installed as indicated on the plans. Design details for each sign are provided in the plan set. All wayfinding signs are to be a single, flat panel and 0.125" thick.

All text and arrows shall be standard MUTCD white. The background color shall be gray, and the horizontal line shall be red.

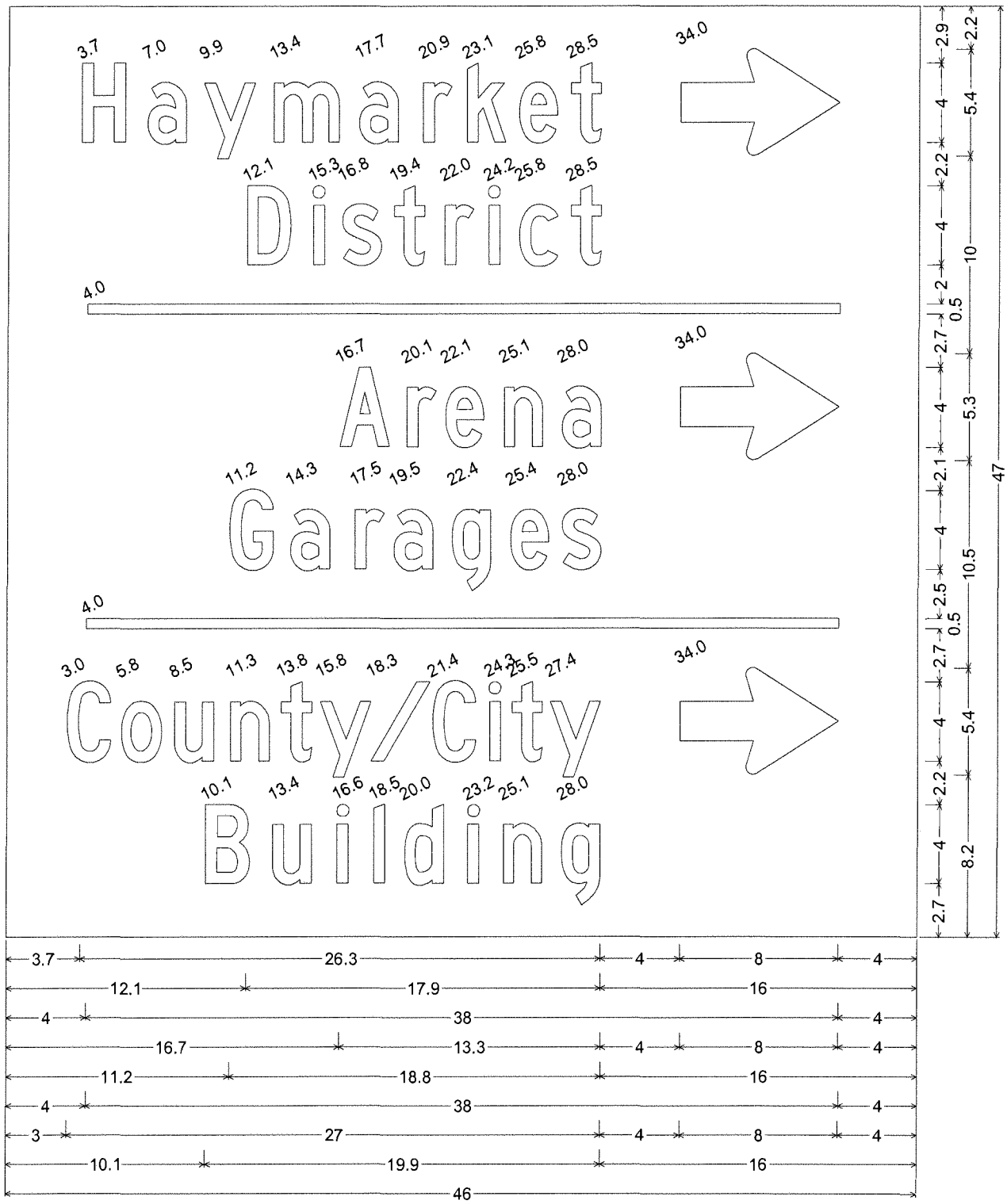
General colors for the wayfinding signs are as follows:
Wayfinding Red– R241, G41, B56
Wayfinding Dark Gray – R78.2, G80.9, B81.9
Wayfinding White – standard MUTCD white

These color combinations will be used as a starting point to determine an approved set. The Contractor should not order all wayfinding signs necessary for the project until final approval of a color combination is received from the JPA.

Refer to the plan sheets for specific mounting instructions. Some wayfinding signs will be mounted using the City's mounting assembly / brackets typically used for metro street name signs. All necessary mounting hardware will be considered subsidiary to the bid item for which payment is made.

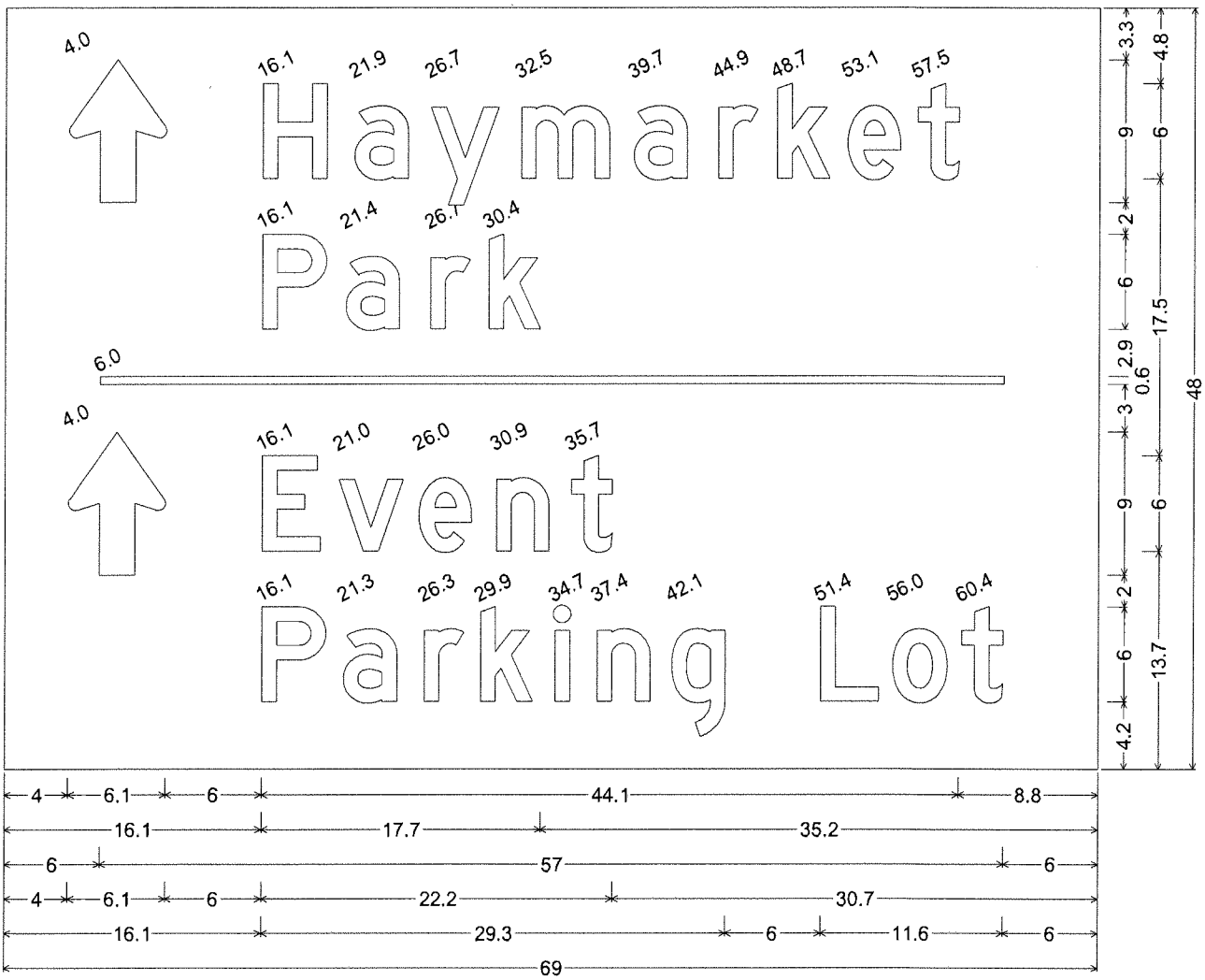
Measurement and payment for furnishing and installing wayfinding signs shall be made at the contract unit price bid per square foot for the pay item "Wayfinding Sign". Such payment shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



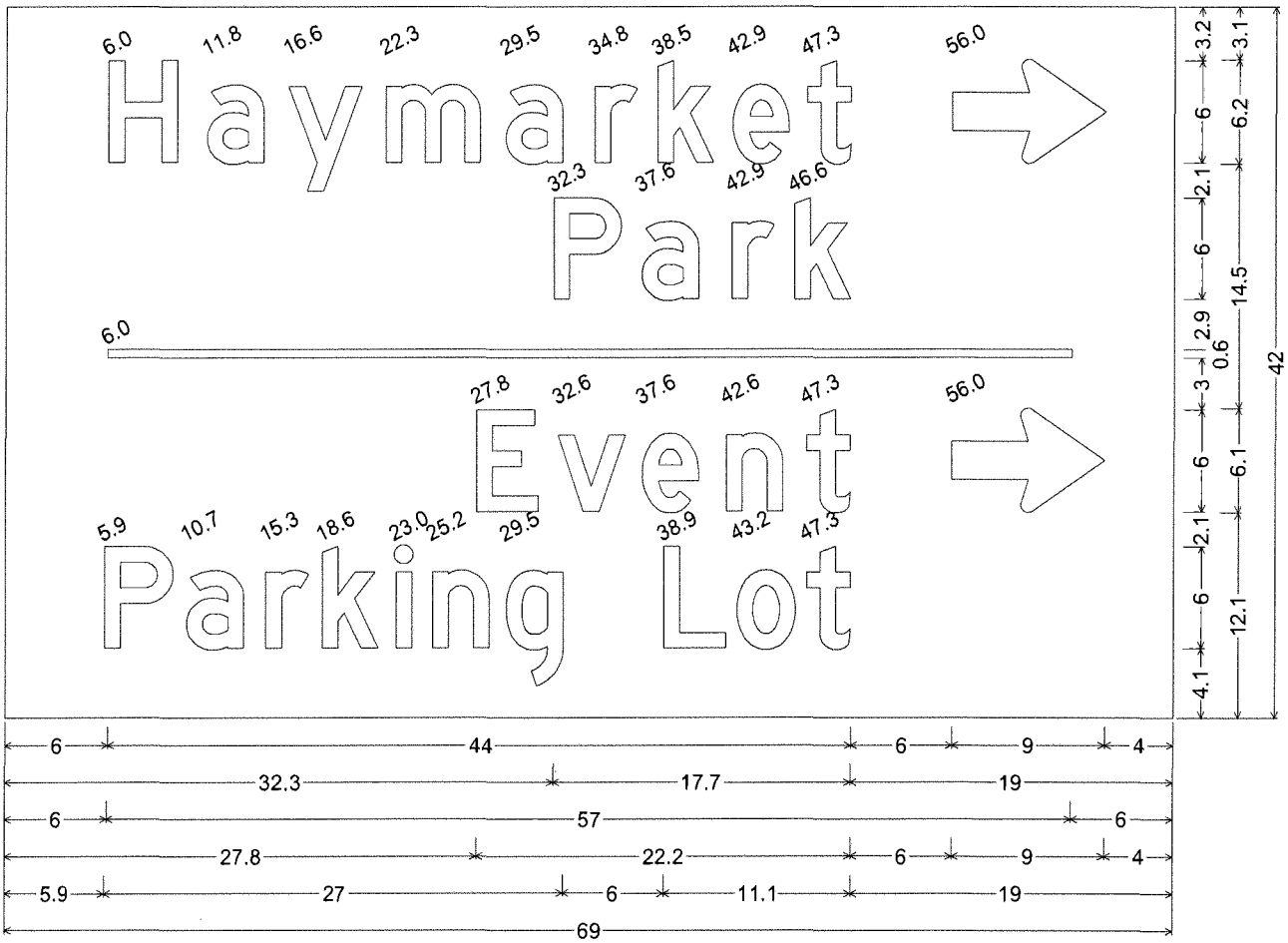
C1: Harris EB; W of 9th; No border, None on None;
"Haymarket" White C; Standard Arrow Custom 8.0" X 5.4" 0° White; "District" White C; "Arena" White C;
Standard Arrow Custom 8.0" X 5.4" 0° White; "Garages" White C; "County/City" White C 65% spacing;
Standard Arrow Custom 8.0" X 5.4" 0° White; "Building" White C;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



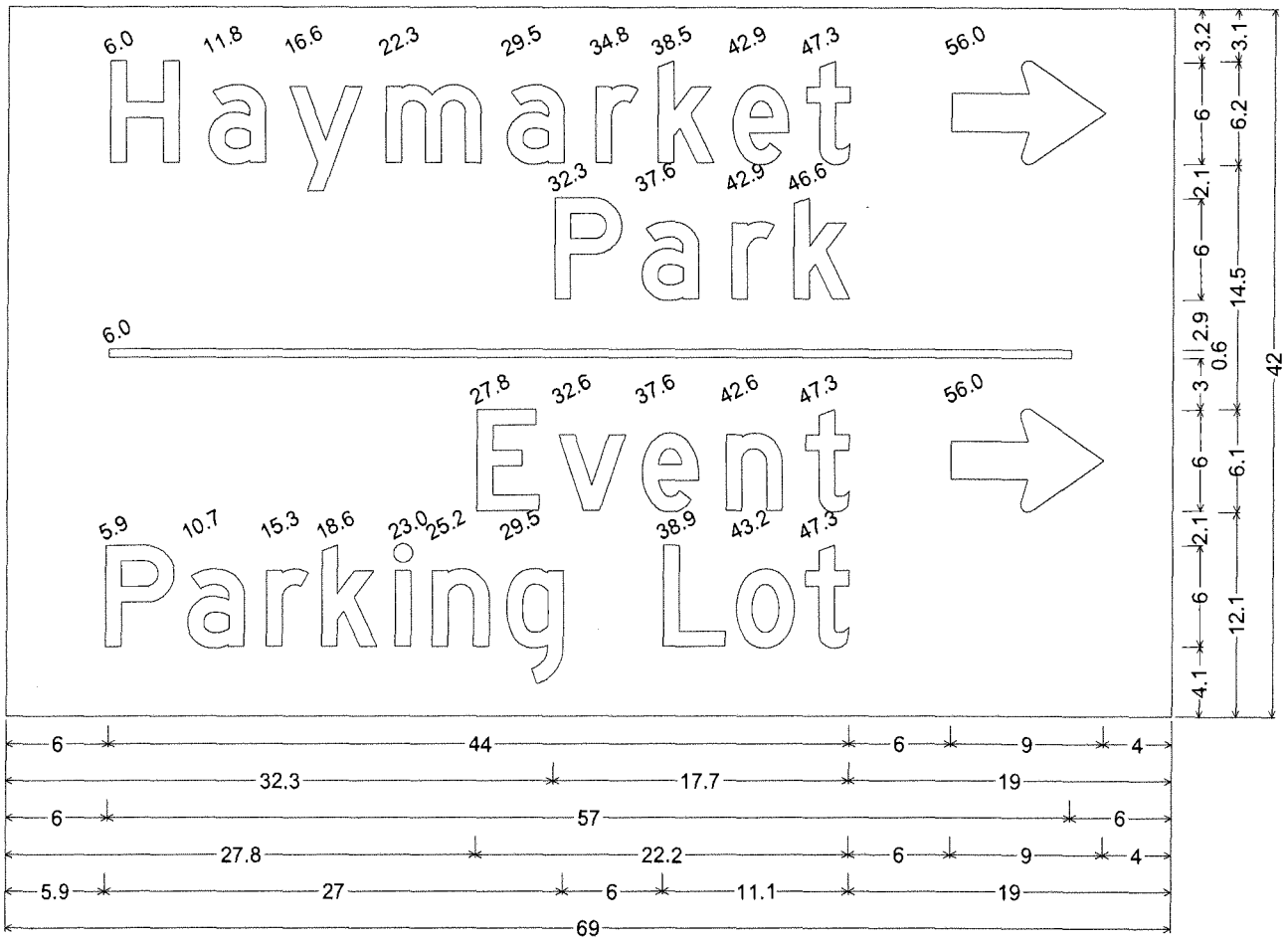
C2: Sun Valley NB; N of West O; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Haymarket" White D; "Park" White D;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Event" White D; "Parking Lot" White D 89% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



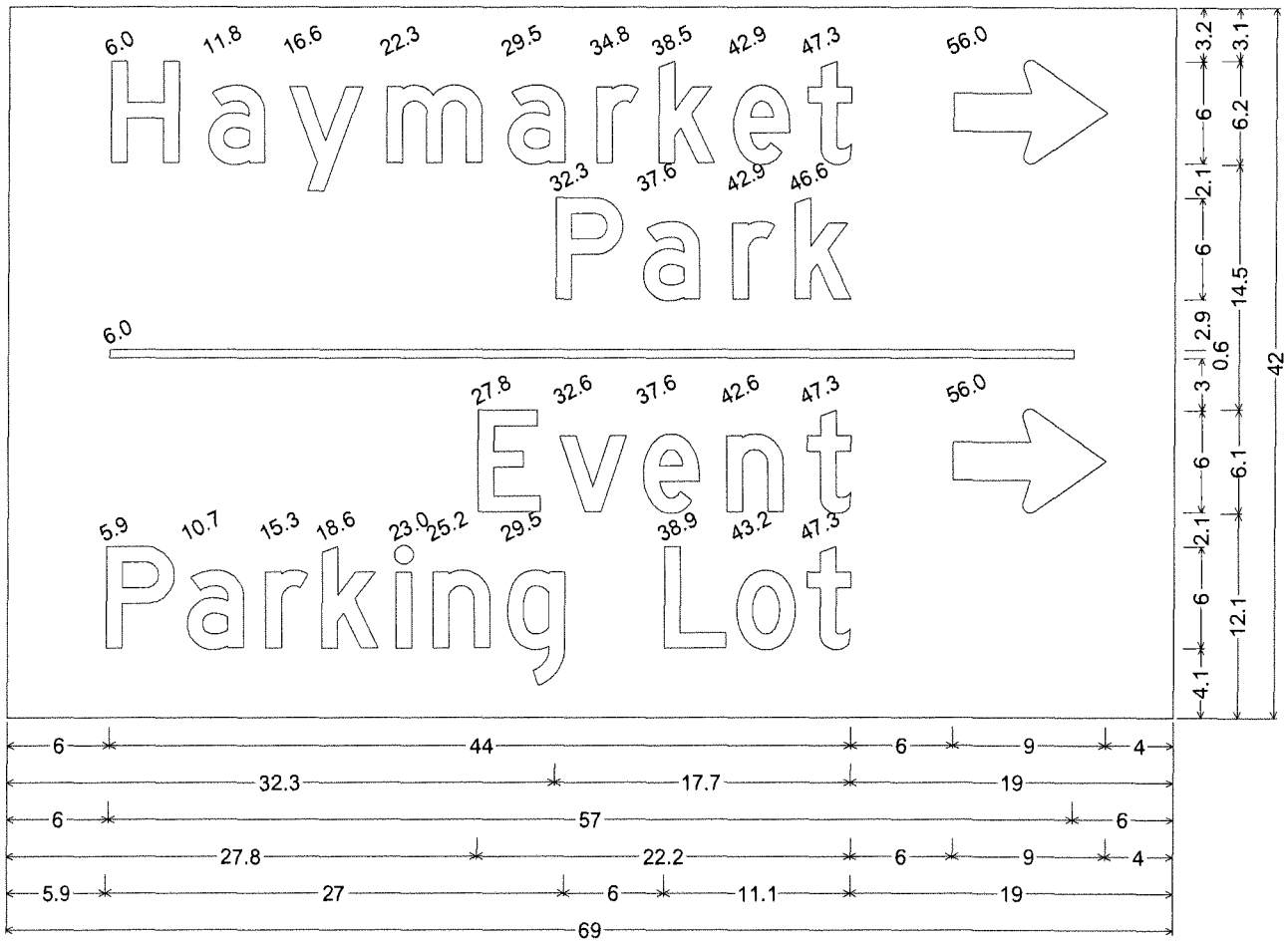
C3: Sun Valley NB; S of Line Drive; No border, None on None;
"Haymarket" White D 99% spacing; Standard Arrow Custom 9.0" X 6.1" 0° White; "Park" White D; "Event" White D;
Standard Arrow Custom 9.0" X 6.1" 0° White; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



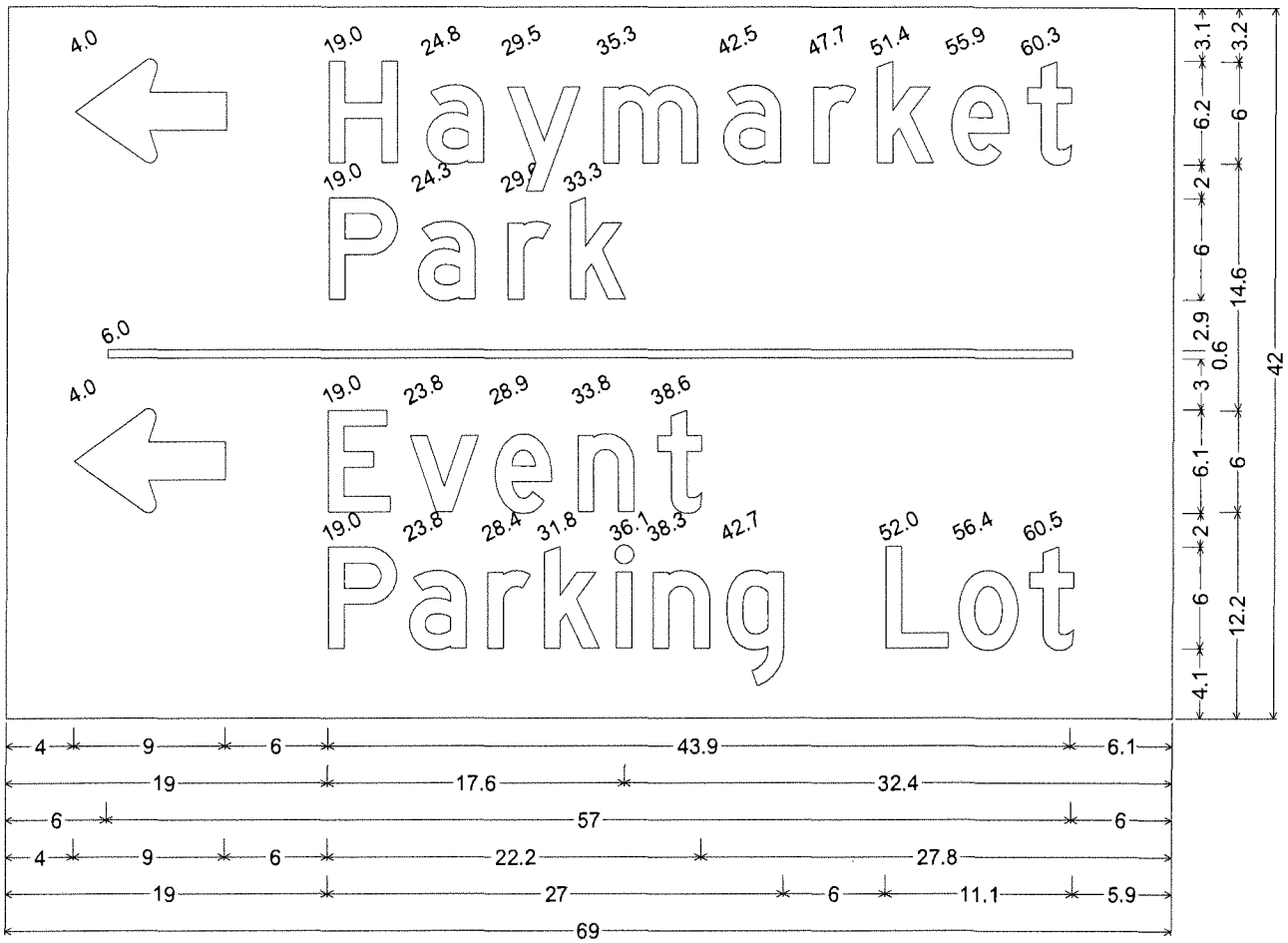
C4: Cornhusker EB; W of 1st; No border, None on None;
"Haymarket" White D 99% spacing; Standard Arrow Custom 9.0" X 6.1" 0° White; "Park" White D; "Event" White D; Standard Arrow Custom 9.0" X 6.1" 0° White; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



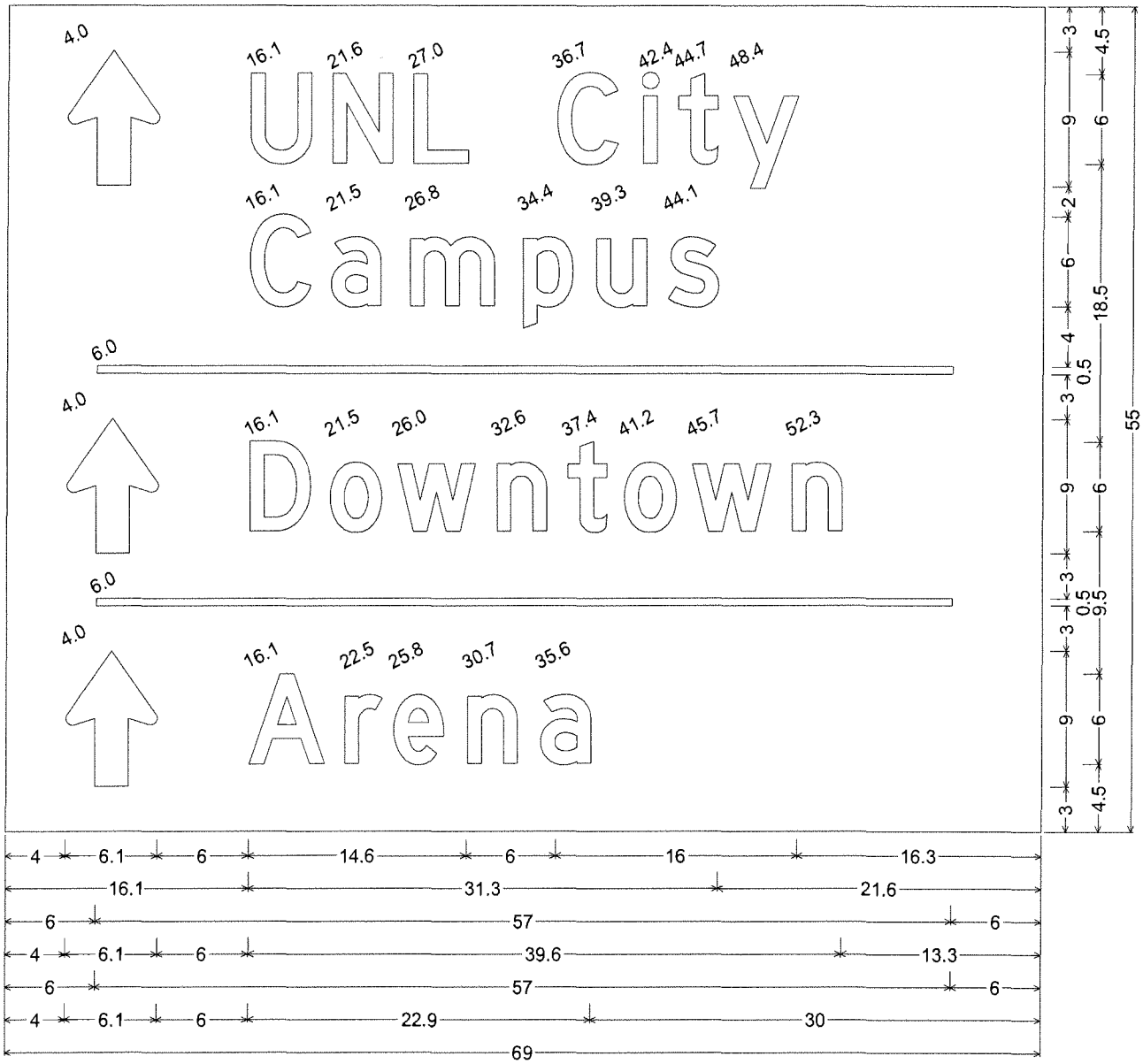
C5: Charleston EB; W of Sun Valley; No border, None on None;
"Haymarket" White D 99% spacing; Standard Arrow Custom 9.0" X 6.1" 0° White; "Park" White D; "Event" White D; Standard Arrow Custom 9.0" X 6.1" 0° White; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



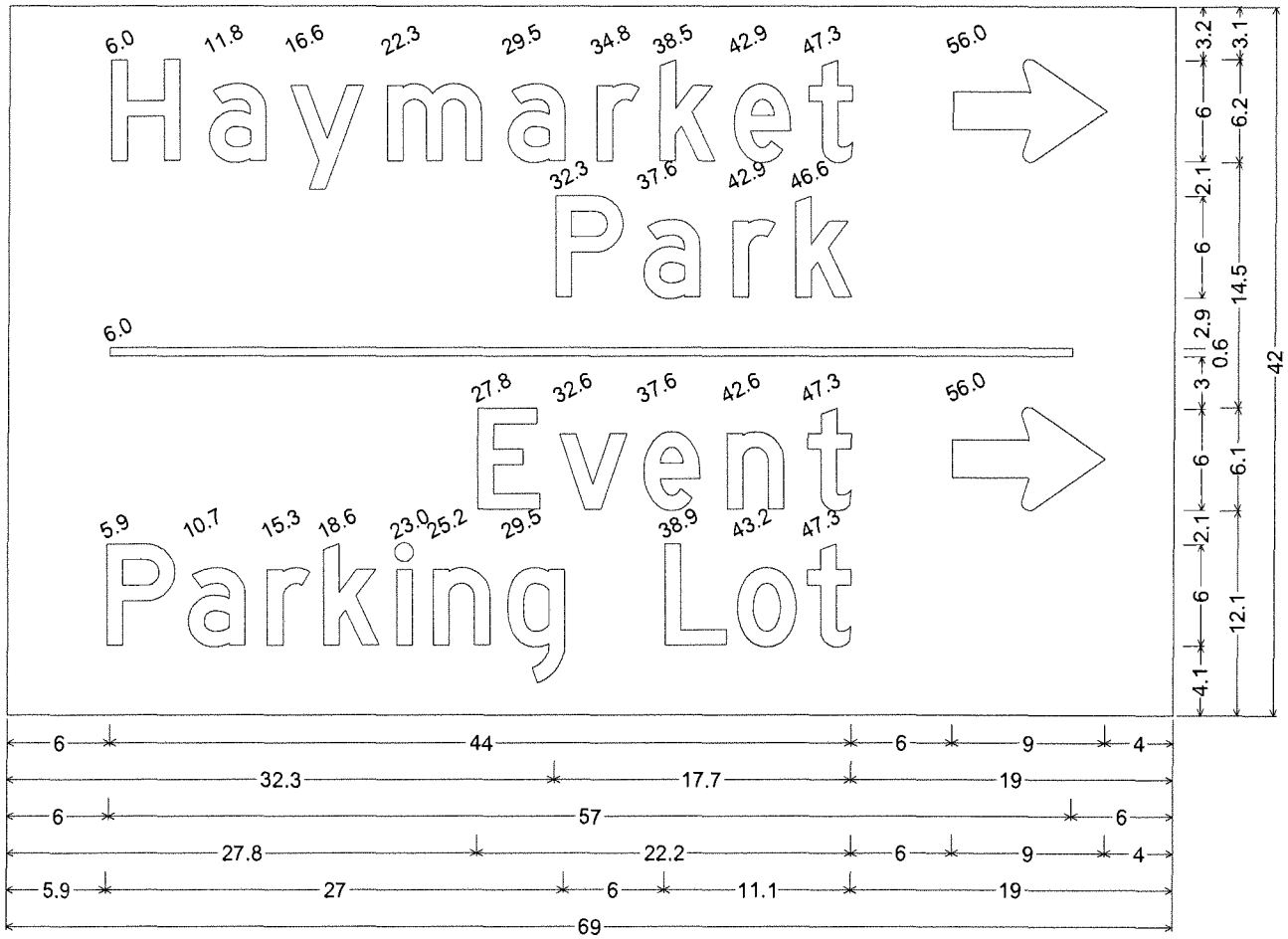
C6: Sun Valley SB; N of Line Drive; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 180° White; "Haymarket" White D 99% spacing; "Park" White D;
Standard Arrow Custom 9.0" X 6.1" 180° White; "Event" White D; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



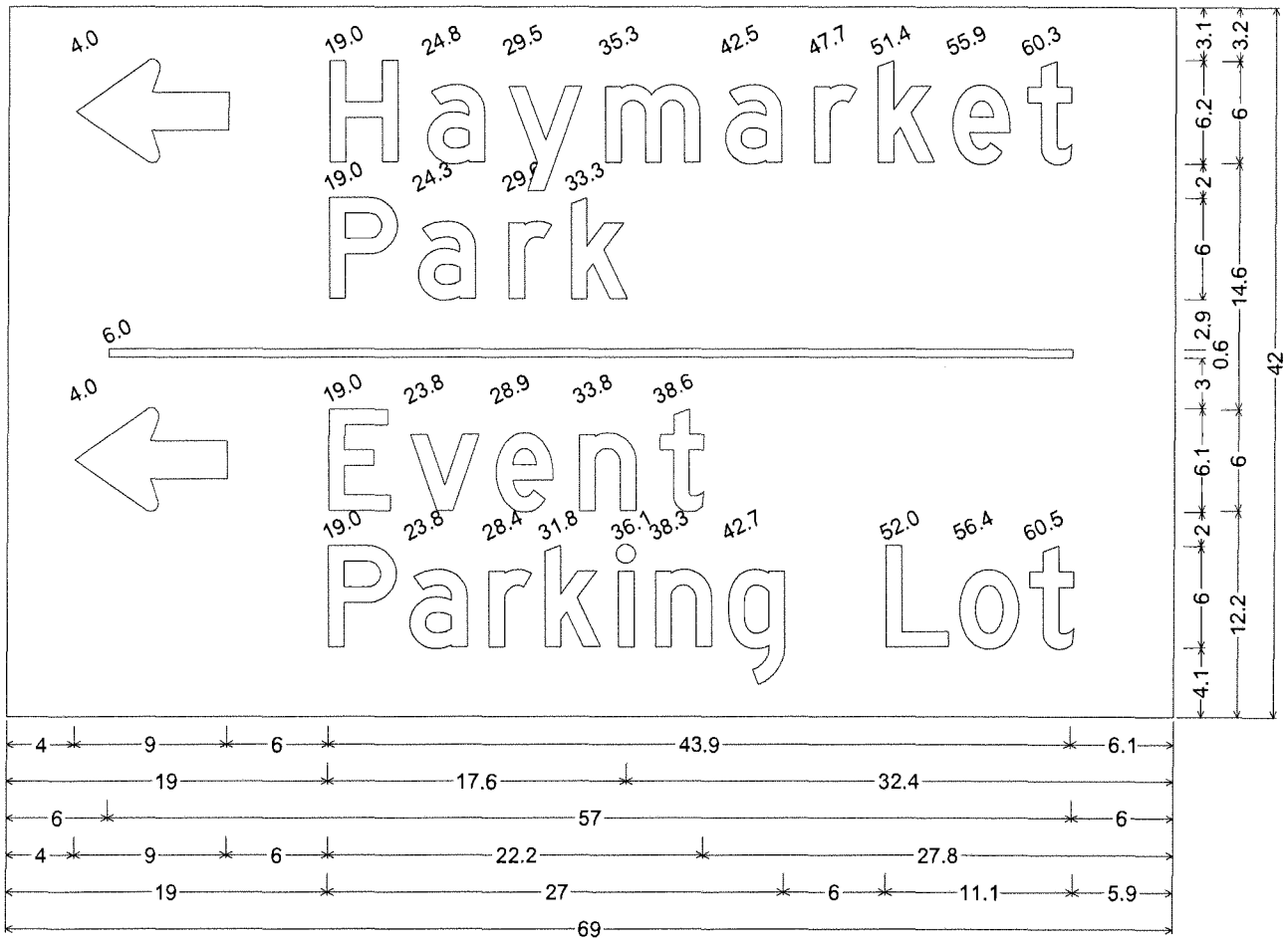
C7: State Fair SB; S of Cornhusker; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "UNL City" White D; "Campus" White D;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Downtown" White D;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Arena" White D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



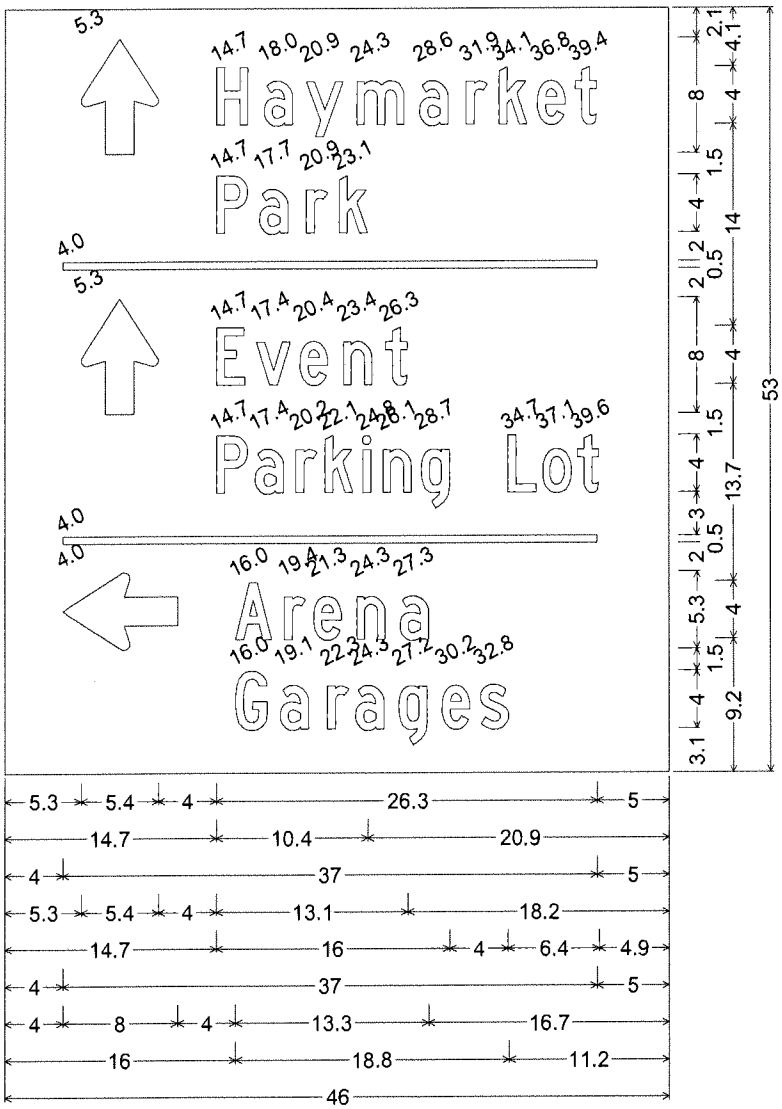
C8: West O WB; E of Sun Valley; No border, None on None;
"Haymarket" White D 99% spacing; Standard Arrow Custom 9.0" X 6.1" 0° White; "Park" White D; "Event" White D;
Standard Arrow Custom 9.0" X 6.1" 0° White; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



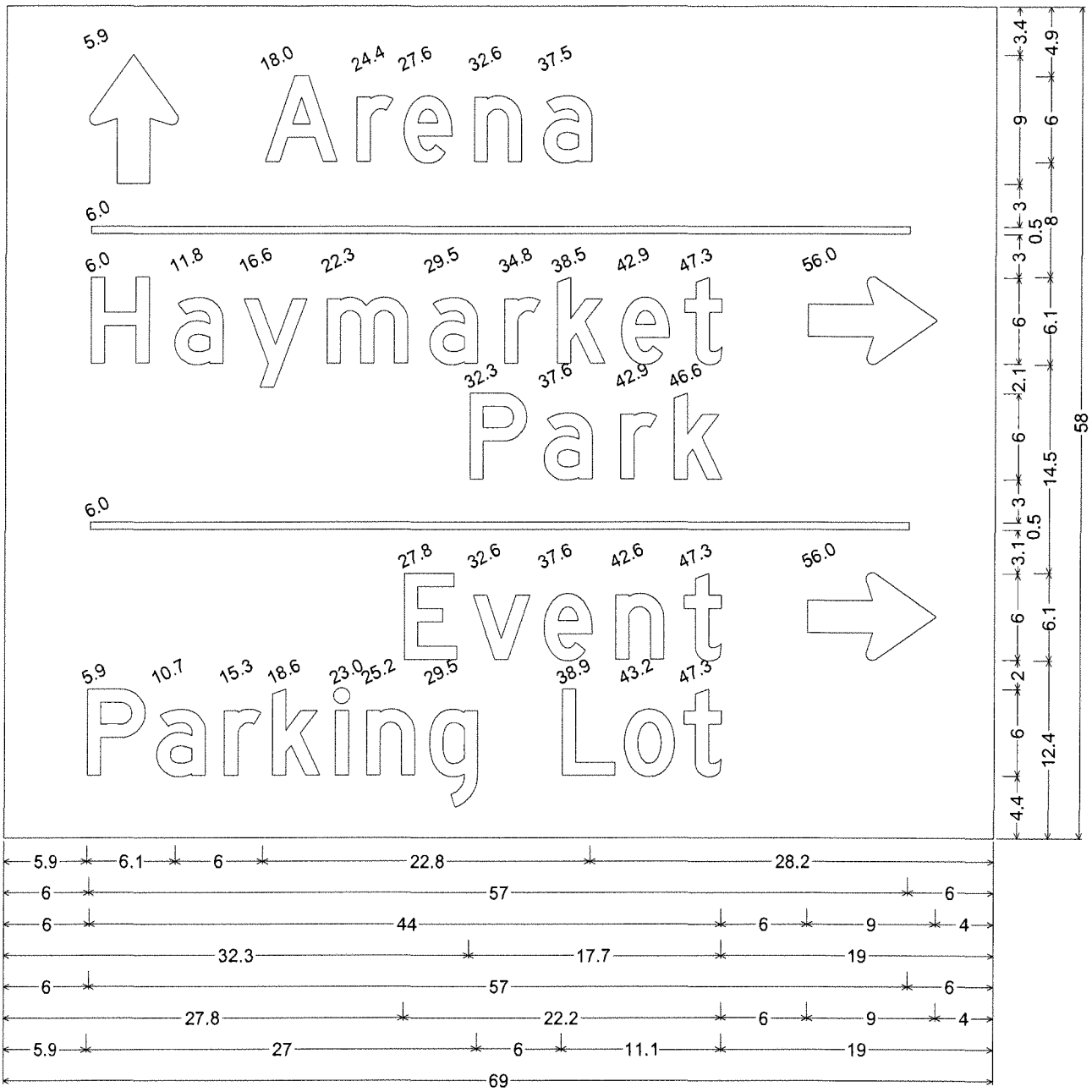
C9: Cornhusker WB; E of 1st; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 180° White; "Haymarket" White D 99% spacing; "Park" White D;
Standard Arrow Custom 9.0" X 6.1" 180° White; "Event" White D; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



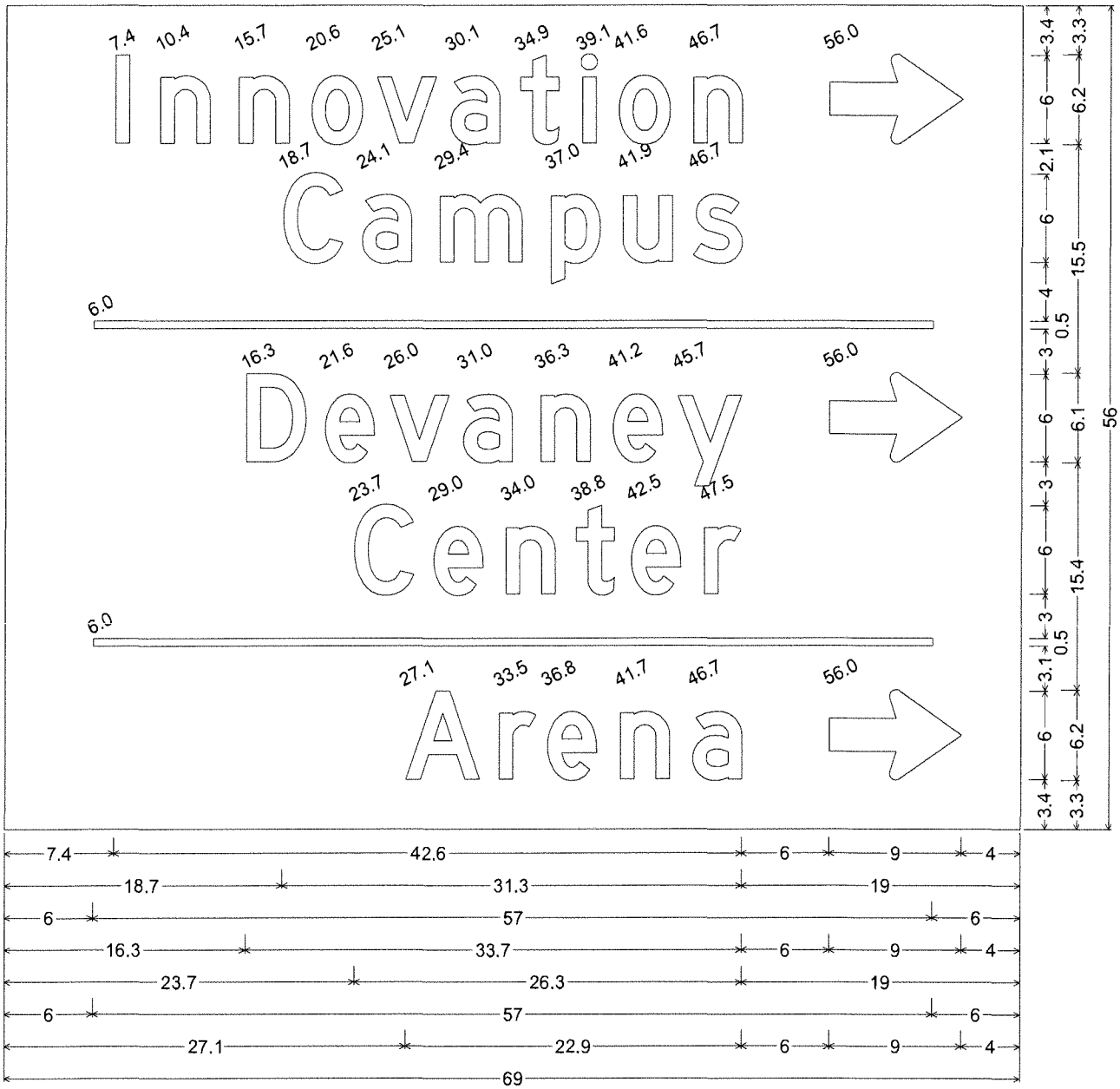
C10: O St WB; E of 9th; No border, None on None;
Standard Arrow Custom 8.0" X 5.4" 90° White;
"Haymarket" White C; "Park" White C;
Standard Arrow Custom 8.0" X 5.4" 90° White; "Event" White C;
"Parking Lot" White C 65% spacing;
Standard Arrow Custom 8.0" X 5.4" 180° White; "Arena" White C;
"Garages" White C;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



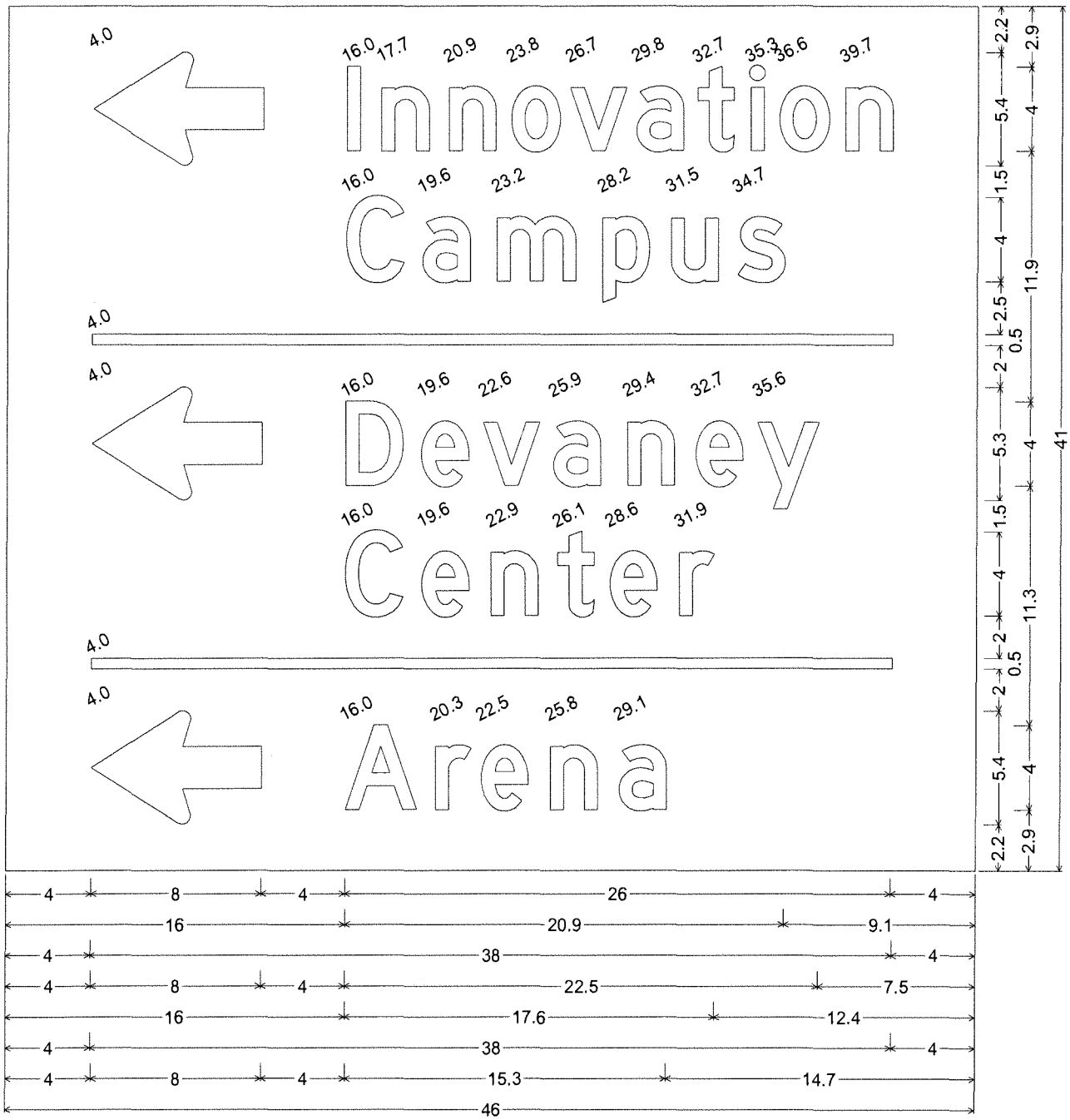
C11: 27th SB; N of Cornhusker; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Arena" White D; "Haymarket" White D 99% spacing;
Standard Arrow Custom 9.0" X 6.1" 0° White; "Park" White D; "Event" White D;
Standard Arrow Custom 9.0" X 6.1" 0° White; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



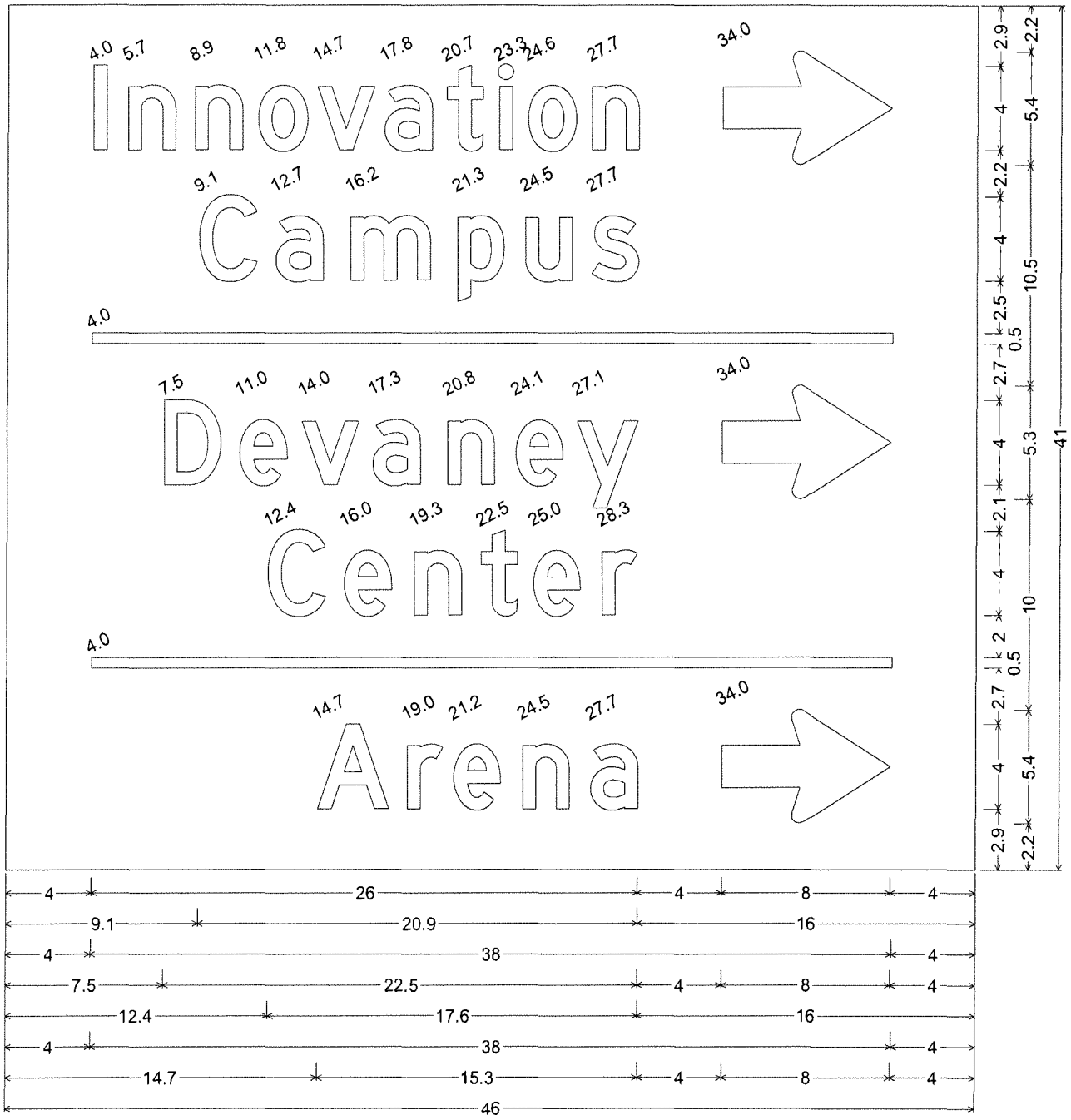
C12: 27th SB; N of Theresa; No border, None on None;
"Innovation" White D; Standard Arrow Custom 9.0" X 6.1" 0° White; "Campus" White D; "Devaney" White D;
Standard Arrow Custom 9.0" X 6.1" 0° White; "Center" White D; "Arena" White D;
Standard Arrow Custom 9.0" X 6.1" 0° White;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



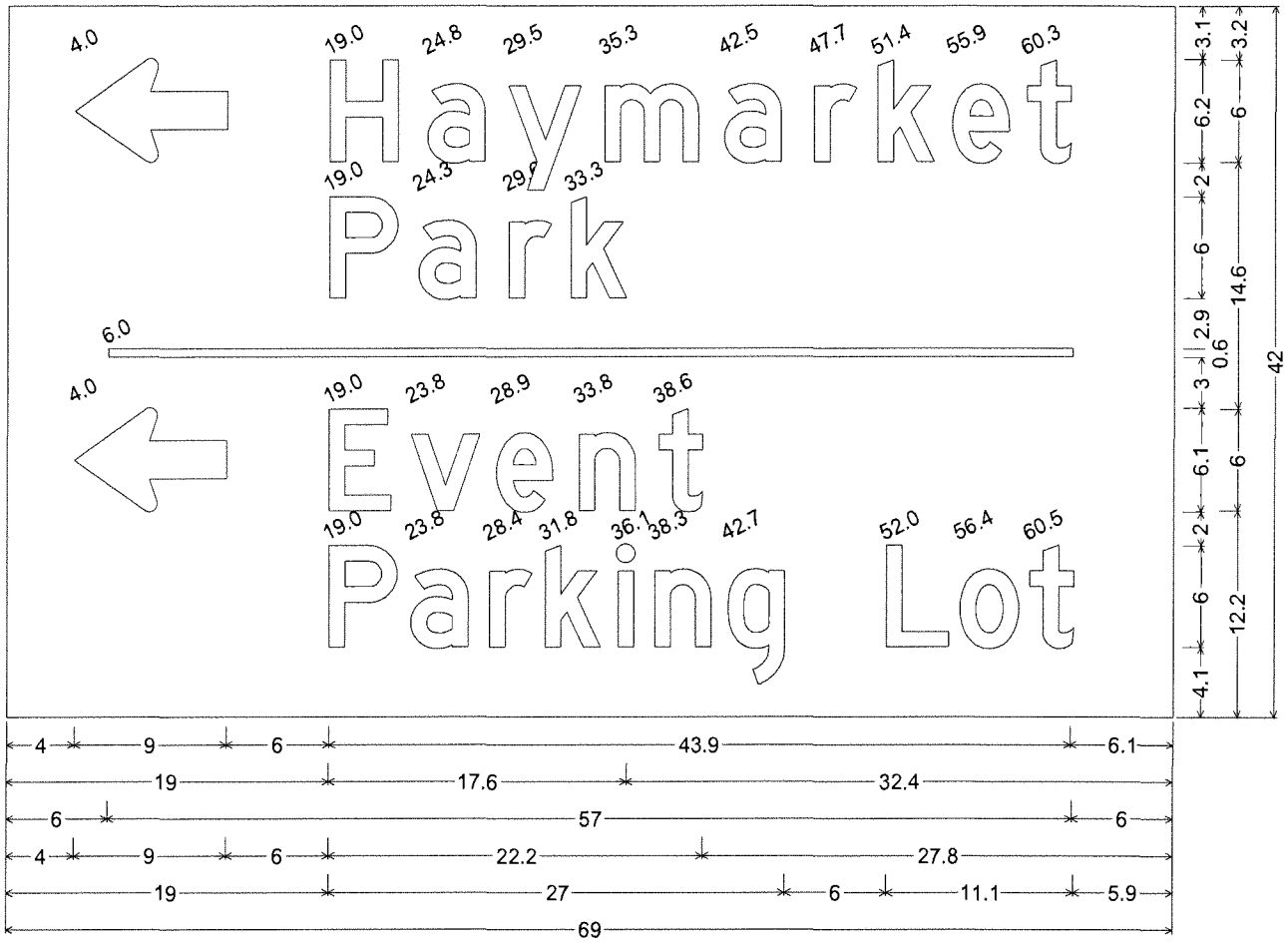
C13: Industrial SB; W of 27th; No border, None on None;
Standard Arrow Custom 8.0" X 5.4" 180° White; "Innovation" White D 73% spacing; "Campus" White D;
Standard Arrow Custom 8.0" X 5.4" 180° White; "Devaney" White D; "Center" White D;
Standard Arrow Custom 8.0" X 5.4" 180° White; "Arena" White D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



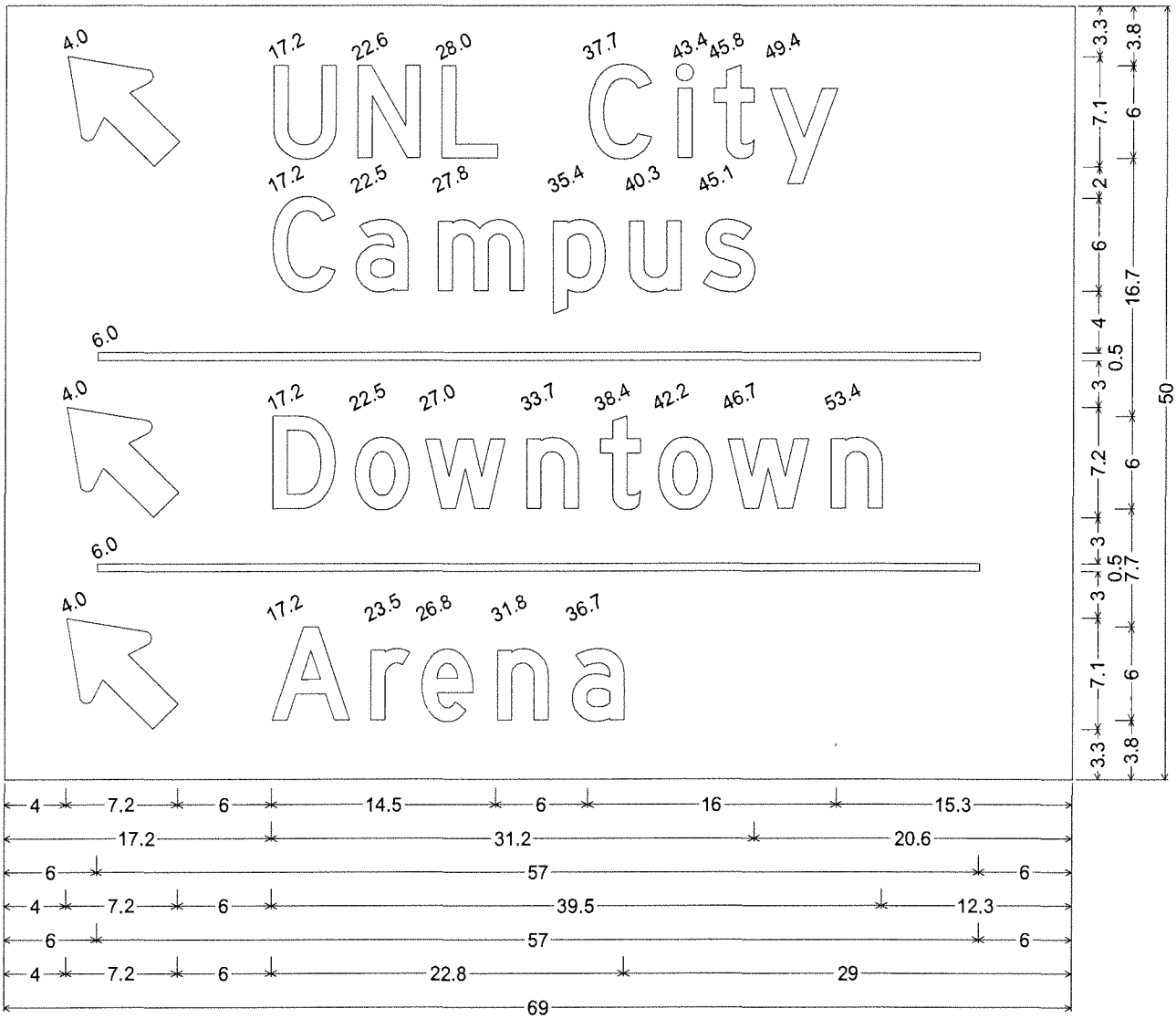
C14: Industrial SB; N of State Fair; No border, None on None;
"Innovation" White D 73% spacing; Standard Arrow Custom 8.0" X 5.4" 0° White; "Campus" White D;
"Devaney" White D; Standard Arrow Custom 8.0" X 5.4" 0° White; "Center" White D; "Arena" White D;
Standard Arrow Custom 8.0" X 5.4" 0° White;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



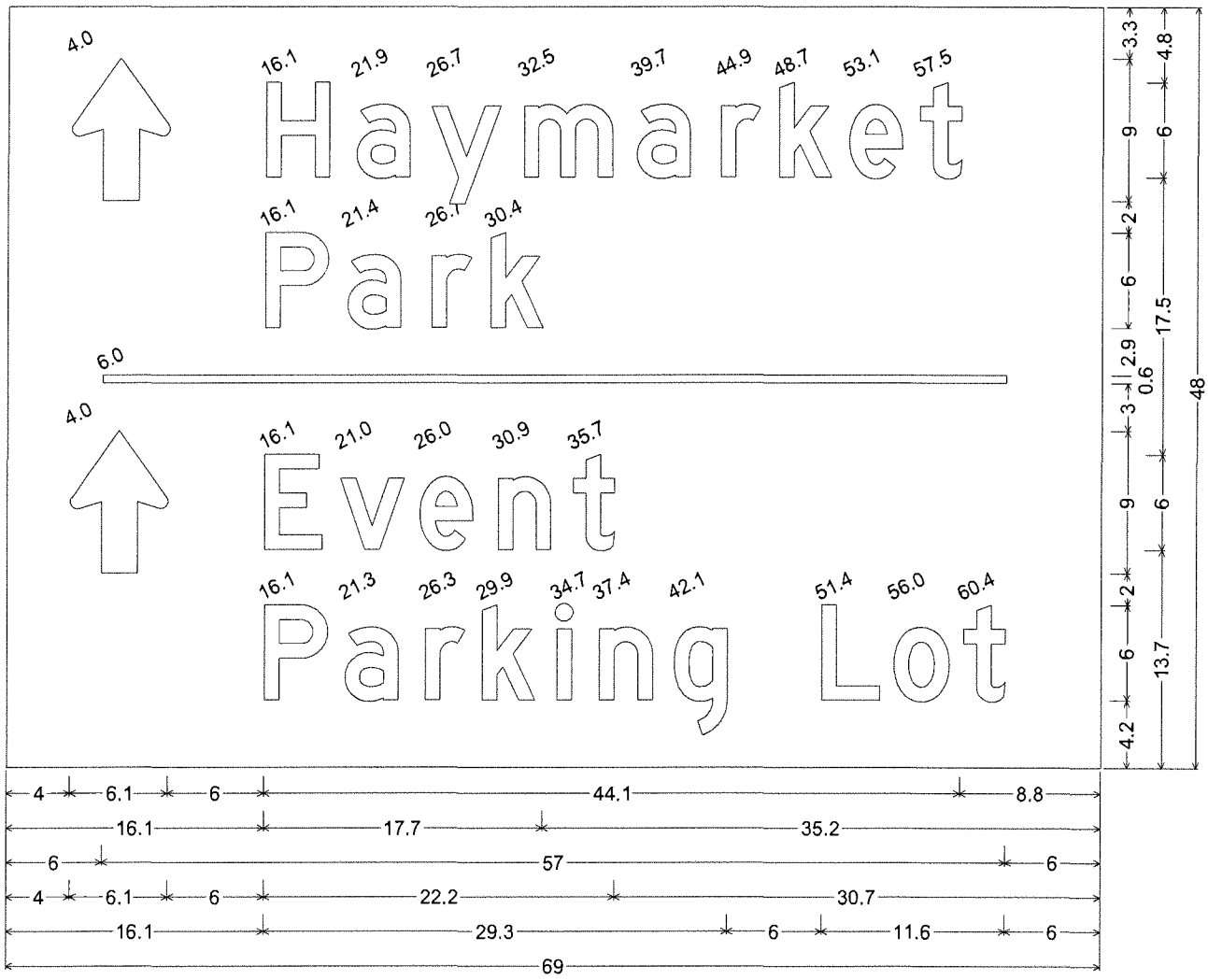
C15: Cornhusker WB; E of 11th; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 180° White; "Haymarket" White D 99% spacing; "Park" White D;
Standard Arrow Custom 9.0" X 6.1" 180° White; "Event" White D; "Parking Lot" White D 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



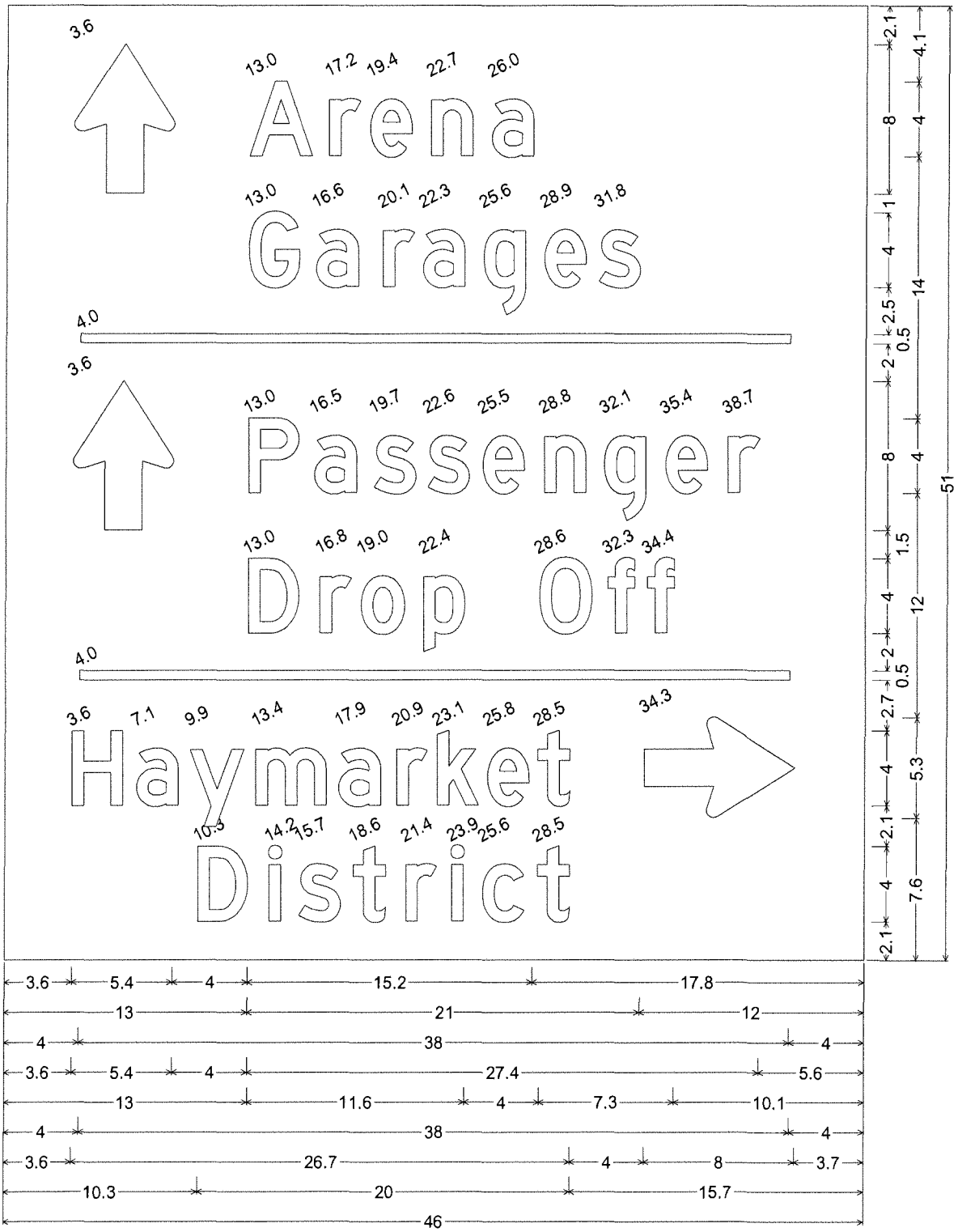
C16: 11th SB; S of Cornhusker; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 135° White; "UNL City" White D; "Campus" White D;
Standard Arrow Custom 9.0" X 6.1" 135° White; "Downtown" White D;
Standard Arrow Custom 9.0" X 6.1" 135° White; "Arena" White D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



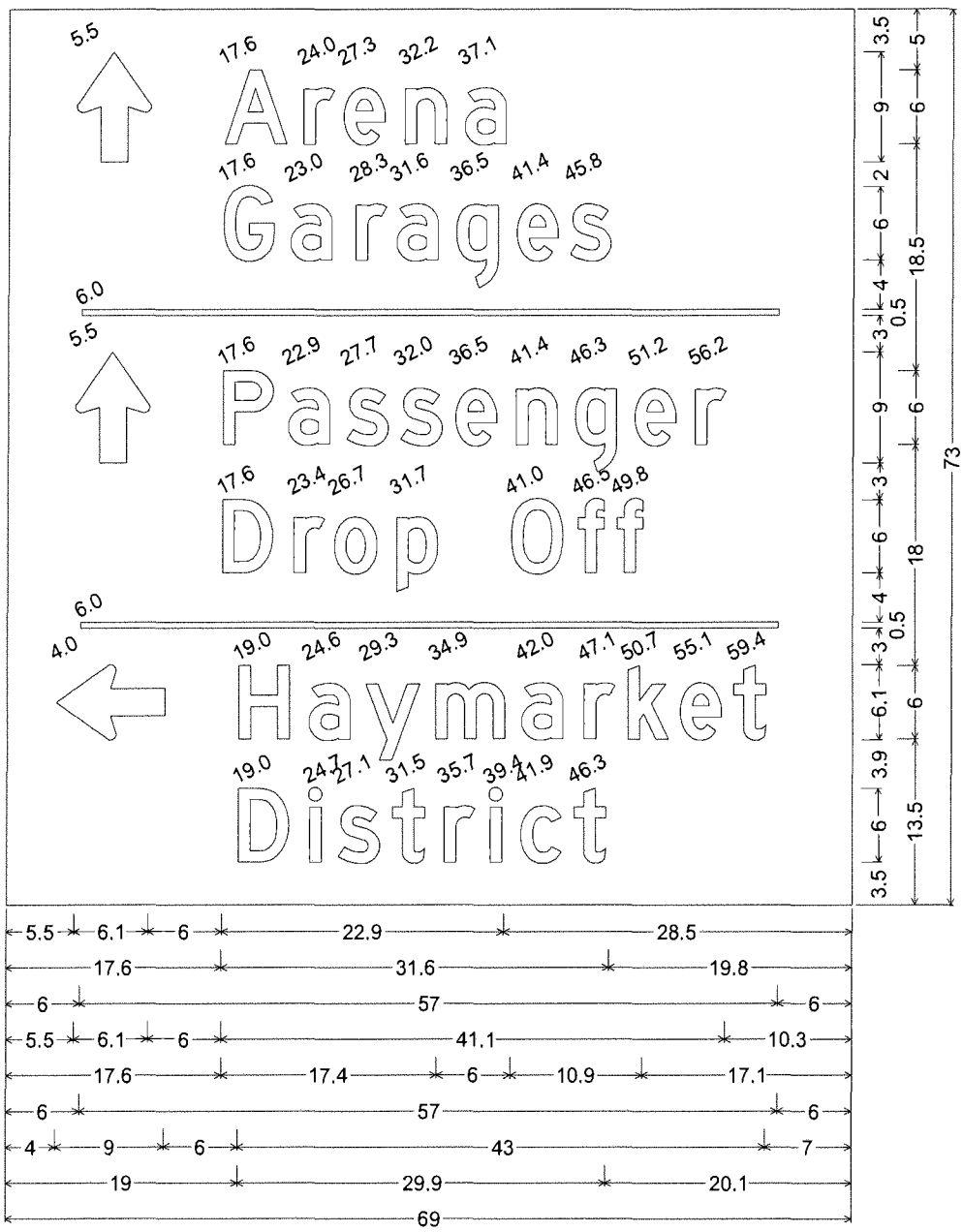
C17: 11th SB; S of Cornhusker; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Haymarket" White D; "Park" White D;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Event" White D; "Parking Lot" White D 89% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



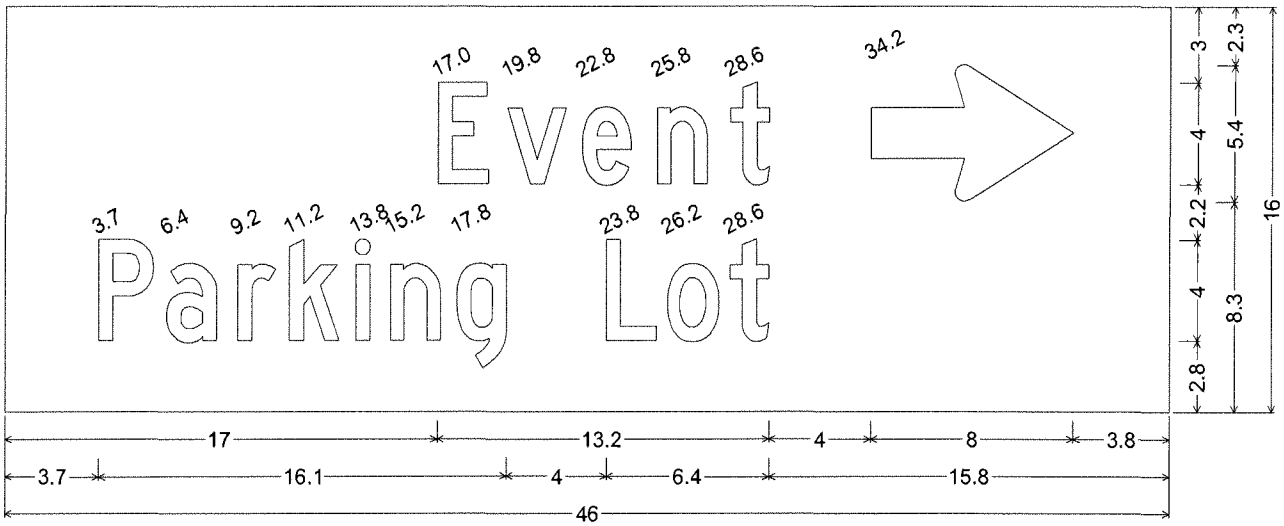
H1: N St WB; E of 8th; No border, None on None;
Standard Arrow Custom 8.0" X 5.4" 90° White; "Arena" White D; "Garages" White D;
Standard Arrow Custom 8.0" X 5.4" 90° White; "Passenger" White D; "Drop Off" White D;
"Haymarket" White D 65% spacing; Standard Arrow Custom 8.0" X 5.4" 0° White; "District" White D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



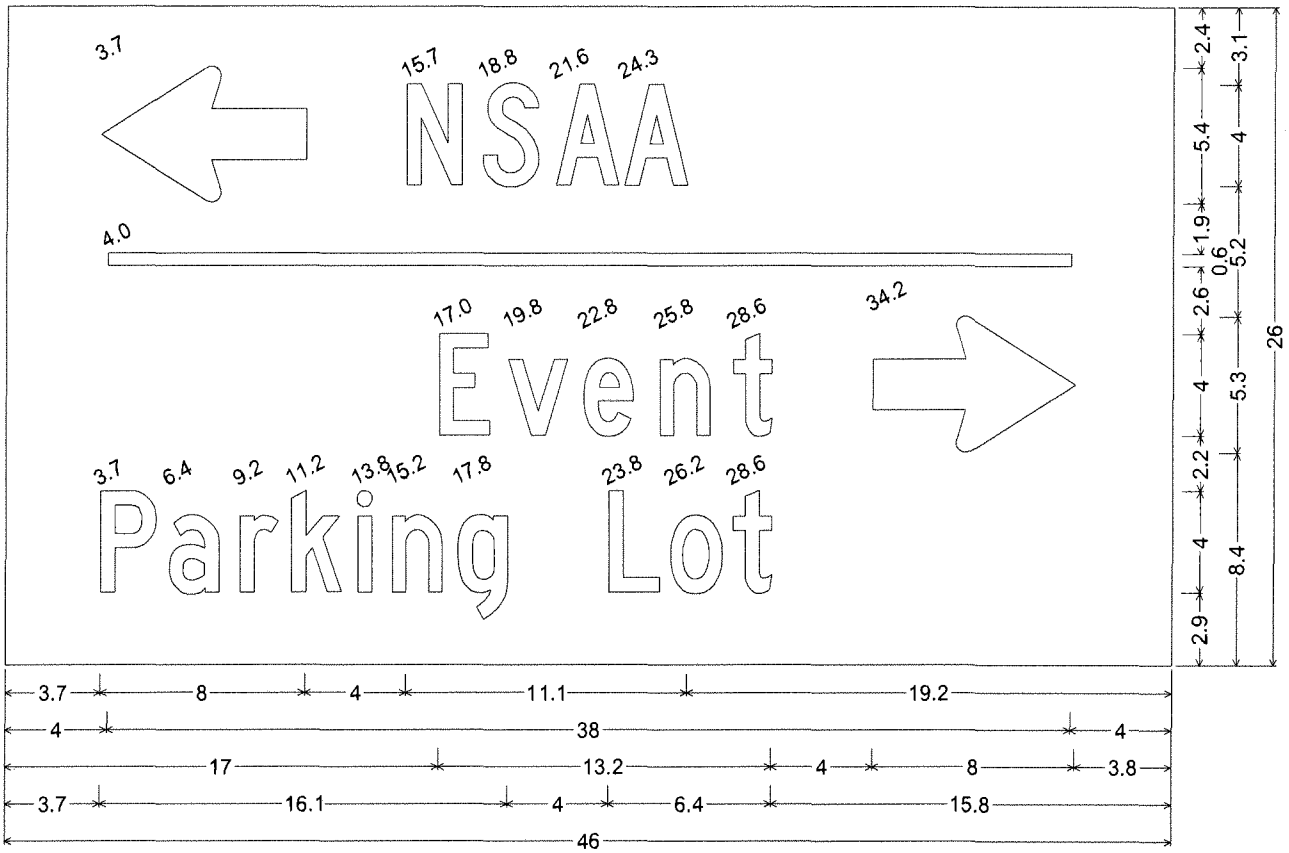
H2: Arena Dr WB; E of 8th; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Arena" White D; "Garages" White D;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Passenger" White D;
"Drop Off" White D; Standard Arrow Custom 9.0" X 6.1" 180° White;
"Haymarket" White D 91% spacing; "District" White D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



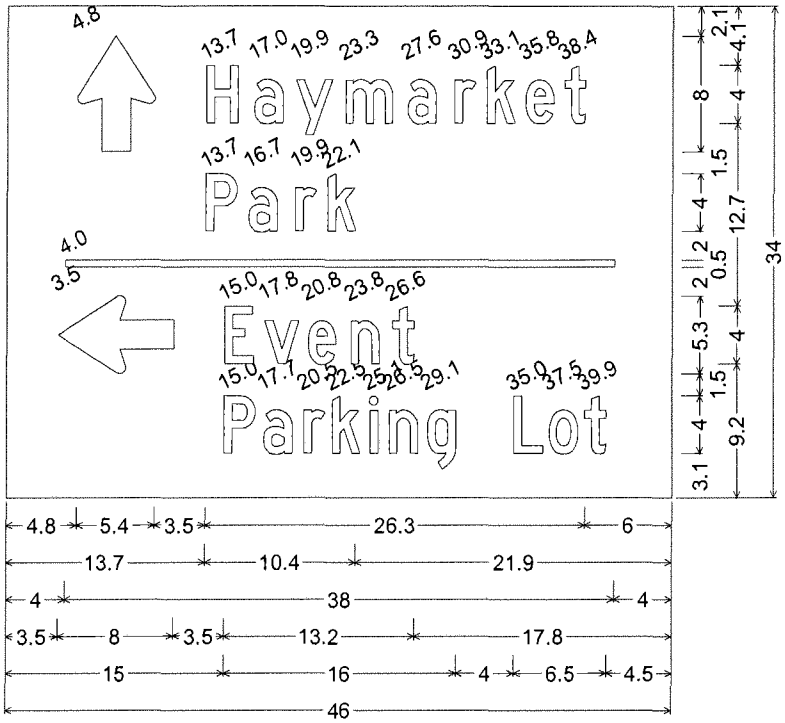
H3: 6th SB; N of V; No border, None on None;
"Event" White C; Standard Arrow Custom 8.0" X 5.4" 0° White; "Parking Lot" White C 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



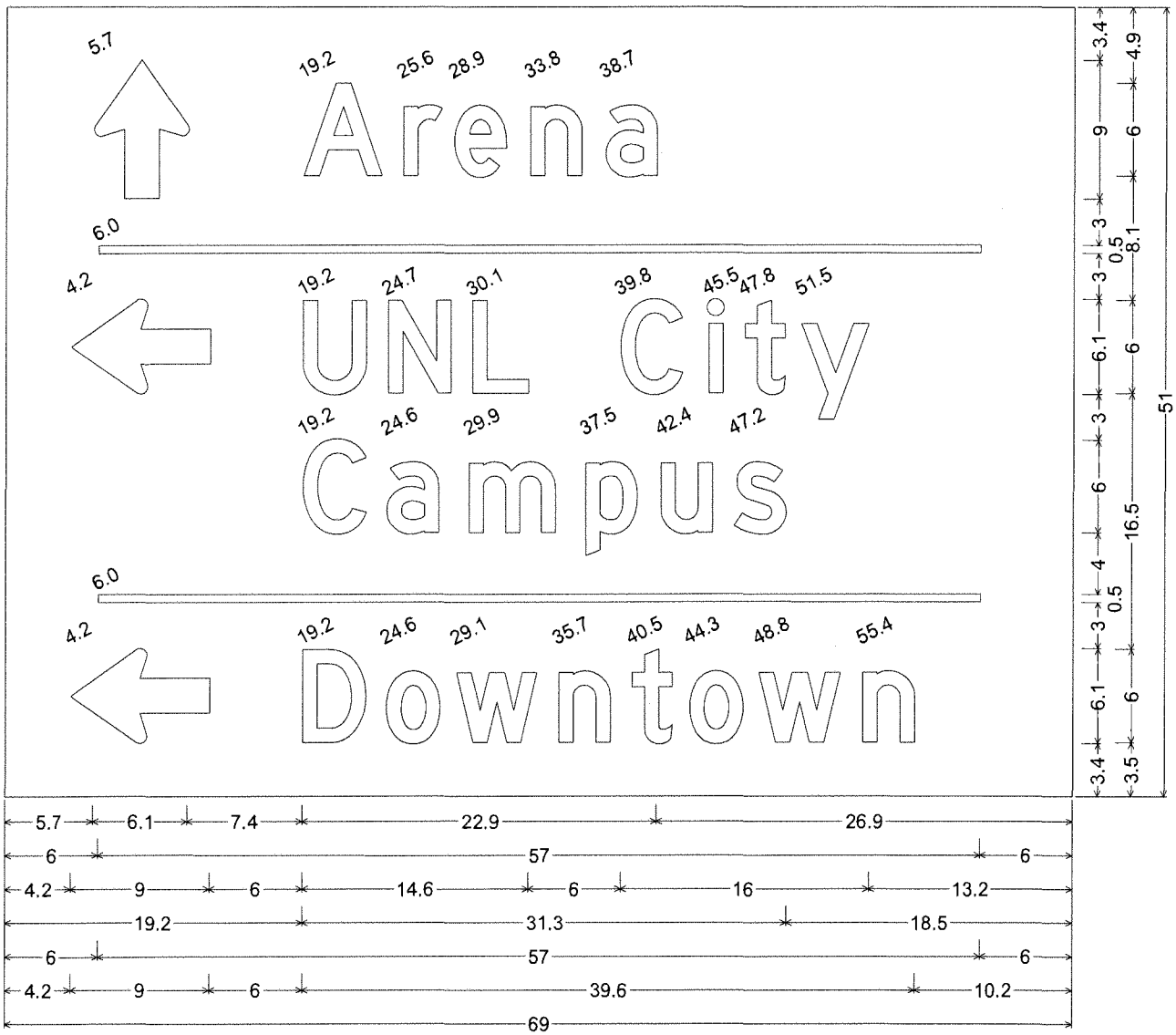
H4: Line Dr EB; W of 4th; No border, None on None;
Standard Arrow Custom 8.0" X 5.4" 180° White; "NSAA" White C; "Event" White C;
Standard Arrow Custom 8.0" X 5.4" 0° White; "Parking Lot" White C 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



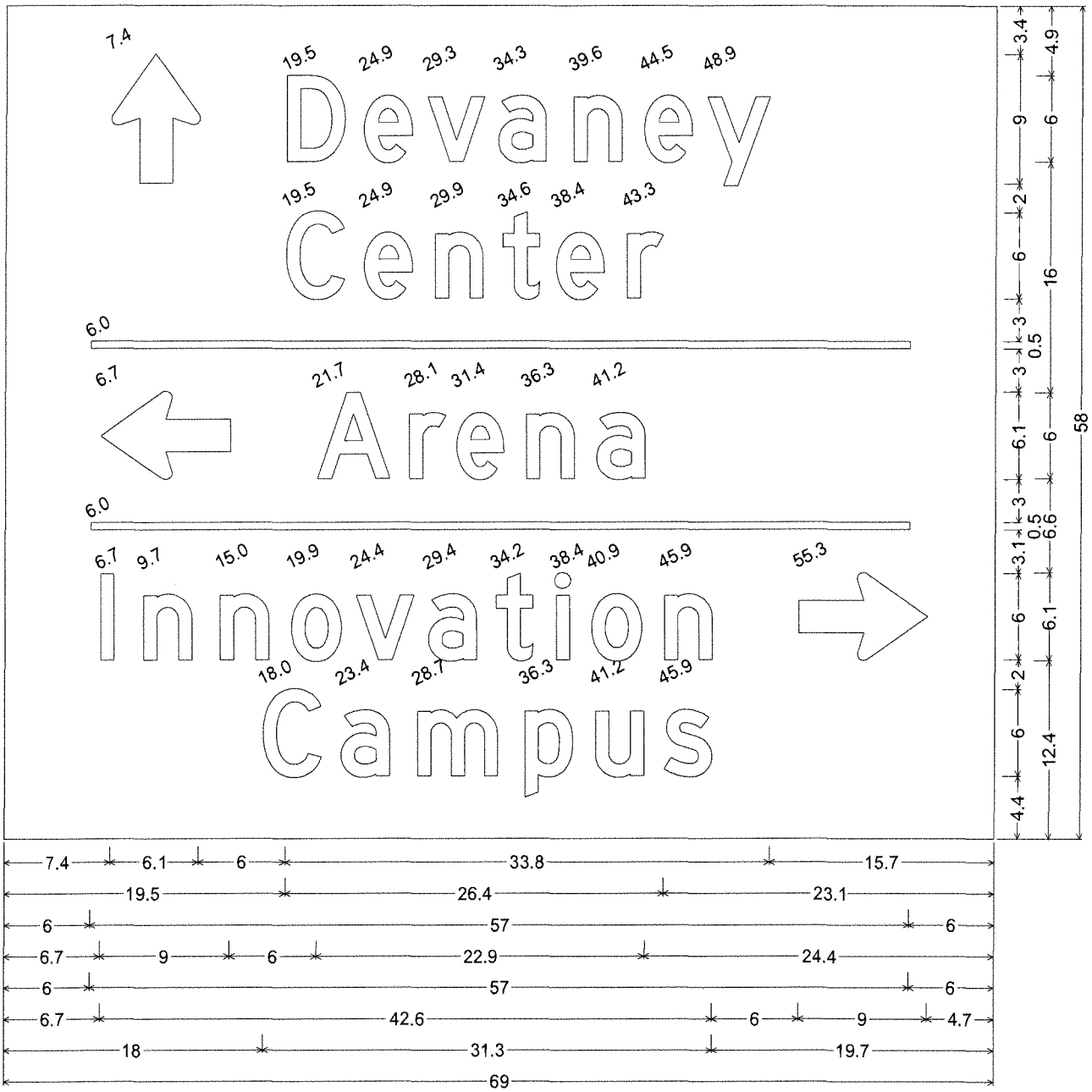
H5: Charleston WB; E of 6th; No border, None on None;
Standard Arrow Custom 8.0" X 5.4" 90° White;
"Haymarket" White C; "Park" White C;
Standard Arrow Custom 8.0" X 5.4" 180° White; "Event" White C;
"Parking Lot" White C 65% spacing;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



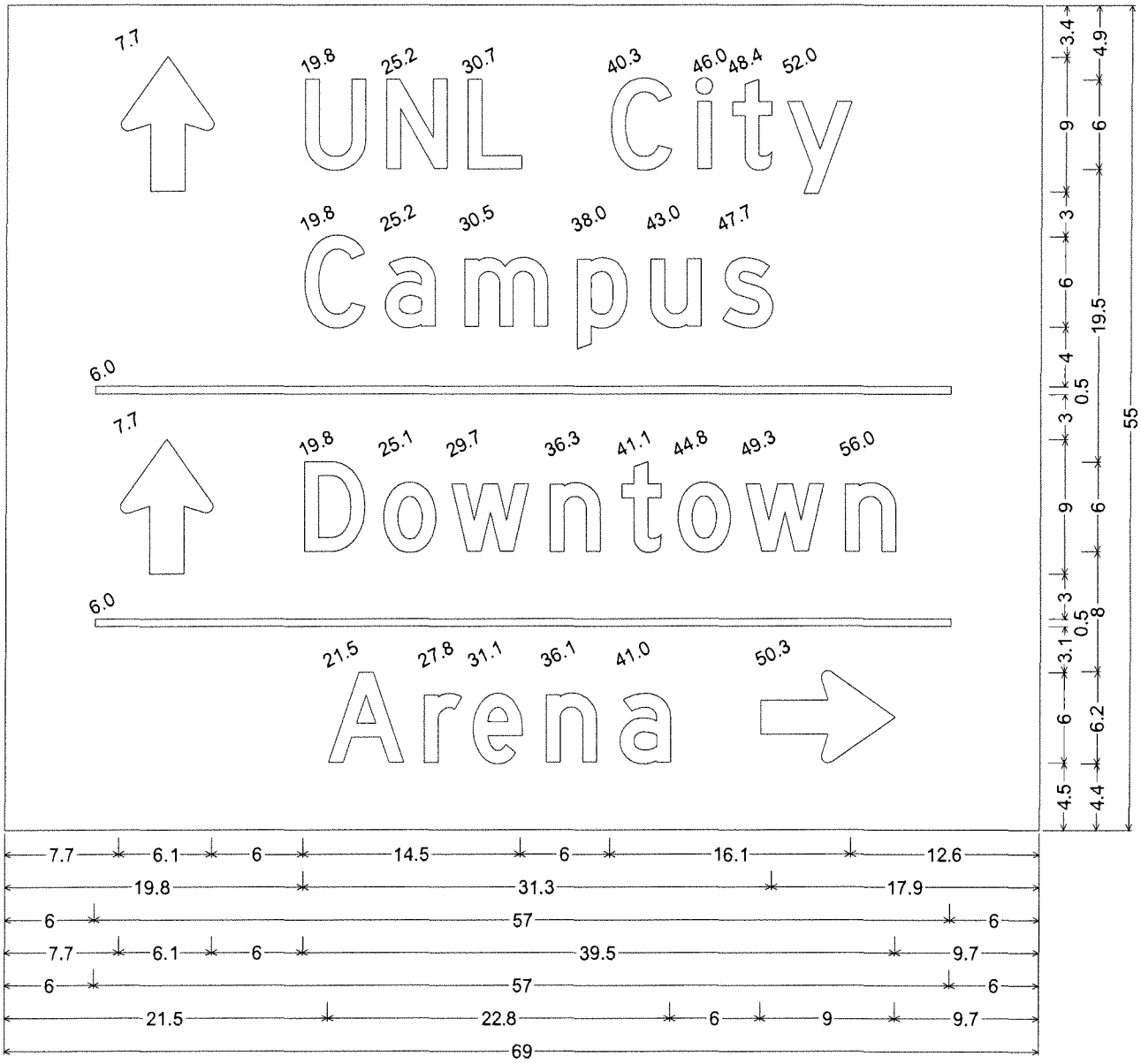
U1: Salt Creek WB; E of Antelope Valley; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Arena" White D; Standard Arrow Custom 9.0" X 6.1" 180° White; "UNL City" White D; "Campus" White D; Standard Arrow Custom 9.0" X 6.1" 180° White; "Downtown" White D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



U2: Antelope Valley NB; S of Salt Creek; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Devaney" White D; "Center" White D;
Standard Arrow Custom 9.0" X 6.1" 180° White; "Arena" White D; "Innovation" White D;
Standard Arrow Custom 9.0" X 6.1" 0° White; "Campus" White D;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



U3: Antelope Valley SB; N of Salt Creek; No border, None on None;
Standard Arrow Custom 9.0" X 6.1" 90° White; "UNL City" White D; "Campus" White D;
Standard Arrow Custom 9.0" X 6.1" 90° White; "Downtown" White D; "Arena" White D;
Standard Arrow Custom 9.0" X 6.1" 0° White;

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

SIGN SAMPLE

The Contractor will be required to provide an 8"x46" sample of each topper (3 total) and a 46" wide sample of one wayfinding sign. The samples should be the retroreflective sheeting, the aluminum back panel is not necessary. These samples will be reviewed by the City/JPA/Engineer for approval. The JPA reserves the right to provide back to the Contractor one modified set of RGB color combinations if deemed necessary and receive a 2nd sample set of the three toppers and/or wayfinding sign. Providing up to six 8"x46" toppers and two 46" wayfinding signs may be required.

The Contractor should not order all toppers or wayfinding signs necessary for the project until final approval of a color combination is received from the JPA.

Measurement and payment for furnishing sign samples shall be made at the contract unit price bid per lump sum for the pay item "Sign Sample". Such payment shall be full compensation for furnishing all materials, and incidentals.

SIGN C1 MOUNTING

Wayfinding sign C1 (and accompanying topper) shall be mounted against the vertical face of the light pole base as indicated on the plans. The HIT-RE 500 Epoxy Adhesive Anchoring System (or approved equal) shall be used with anchors being ½" diameter with a 2 ¼" embedment. See link.

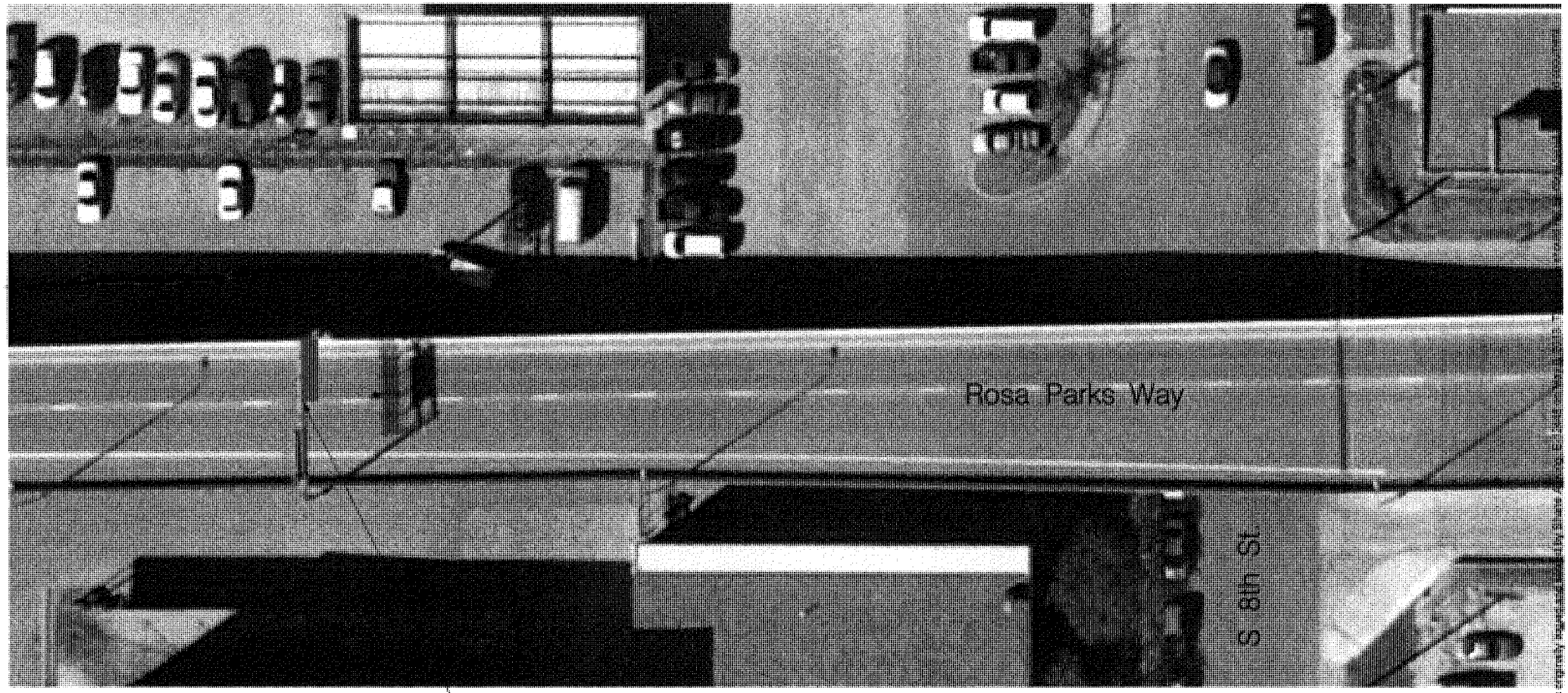
http://www.us.hilti.com/holus/page/module/techlib/teli_results.jsf?nodeId=-114925&selectedOid=-452986

COLOR PLAN SHEETS

For informational purposes only, plan sheets that have aerial backgrounds are provided on the following pages in color to provide better clarity.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

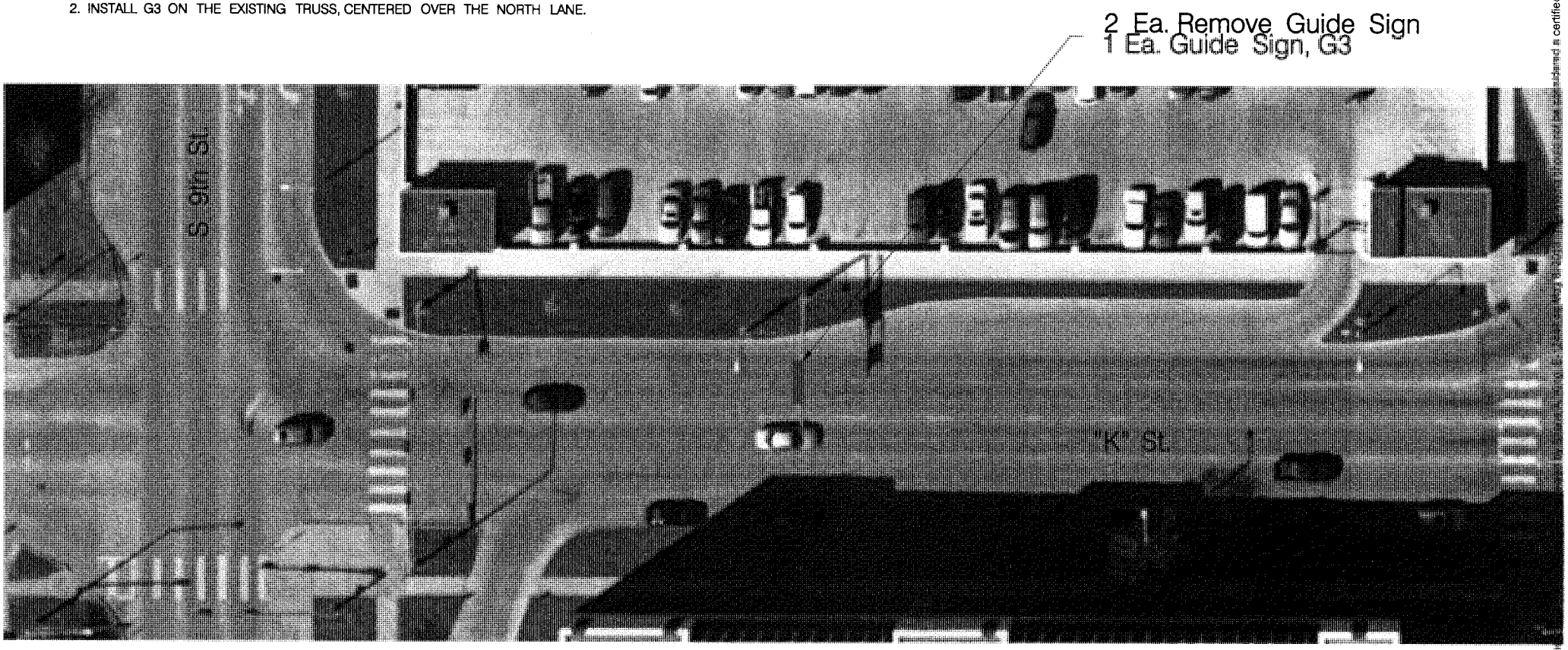
This document was originally issued and sealed by Shane A. Wang, E-12448 on May 8, 2013. This media should not be considered a certified document.



1 Ea. Remove Guide Sign
1 Ea. Guide Sign, G2

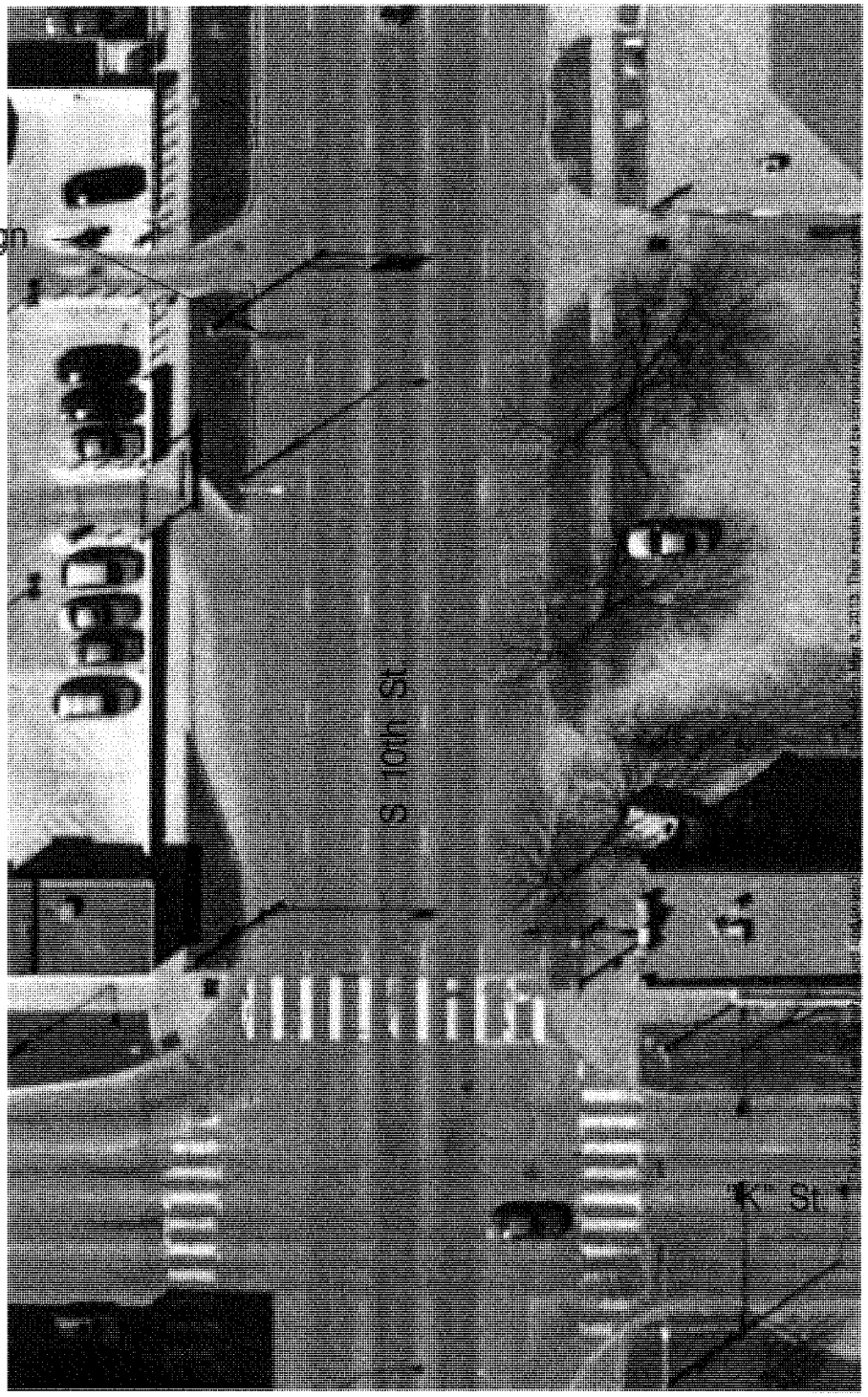
This document was originally produced electronically

2. INSTALL G3 ON THE EXISTING TRUSS, CENTERED OVER THE NORTH LANE.



This document is considered a certified document.

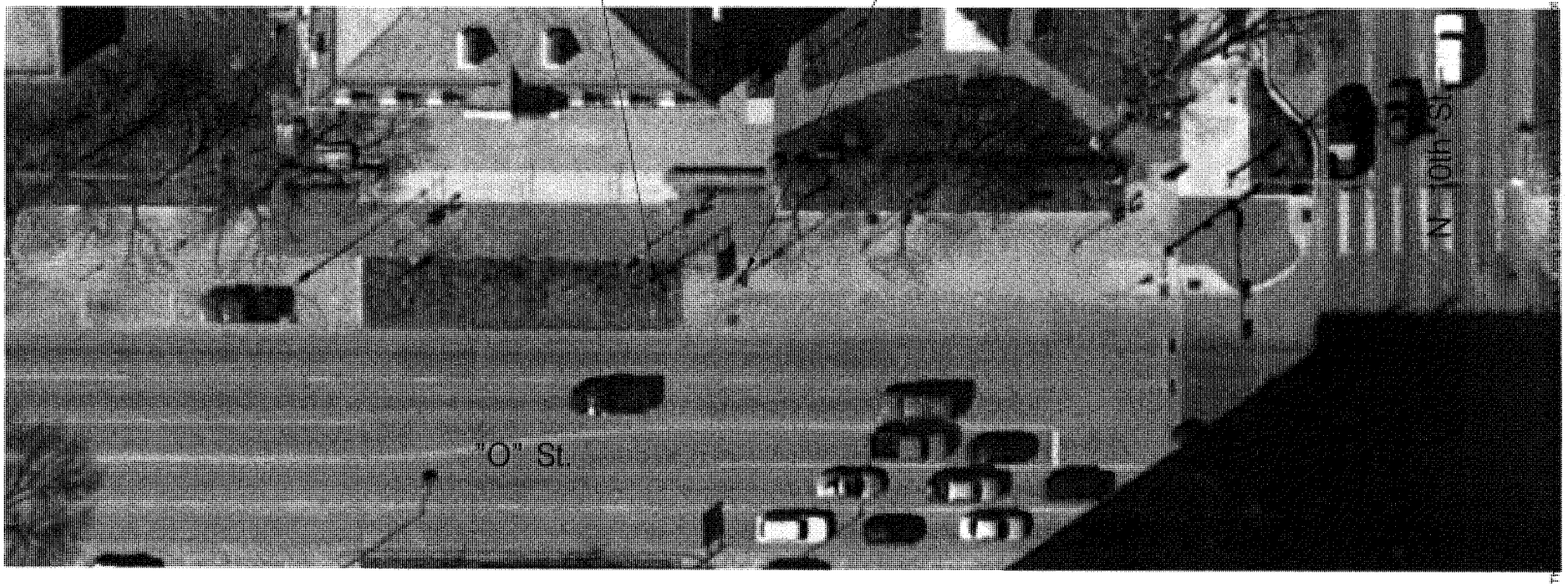
1 Ea. Remove Guide Sign
1 Ea. Guide Sign, G4



This document was originally issued and sealed electronically and may not be considered a certified document.

This document was originally issued and sealed by the Florida Department of Transportation, and should be considered a certified document.

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.



This document is considered a certified document.

1 Ea City Topo
1 Ea 36" Wayfinding Sign, C14

LINCOLN
Haymarket Infrastructure

This document was originally issued and sealed by Shane A. King, E-12448 on May 8, 2013. This media should not be considered a certified document.

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

Bid Information

Bid Creator	Vince Mejer Purchasing Agent
Email	vmejer@lincoln.ne.gov
Phone	1 (402) 441-8314
Fax	1 (402) 441-6513
Bid Number	13-169 Addendum 5
Title	West Haymarket JPA Guide and Wayfinding Signs Project 870951b (PW/U - Eng. Services)
Bid Type	Bid
Issue Date	05/10/2013
Close Date	5/29/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Vince Mejer Purchasing Agent
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-8314
Fax	1 (402) 441-6513
Email	vmejer@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Commonwealth Electric Company of the Midwest
Address	1901 Y Street, Suite 100 PO Box 80638 Lincoln, NE 68503
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 474-1341
Fax	1 (402) 474-0114
Email	
Submitted	5/29/2013 11:26:59 AM CT
Total	$460,509.35

Signature _____

Supplier Notes

The sign manufacturer's lead time is 4-6 weeks upon receipt of approval, this may effect the completion date.

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 Close date changed to May 29, 2013, per Addendum No. 5

Bid Activities

Date	Name	Description
5/29/2013 12:00:00 PM	General Contractor Listing	General Contractors - Call 402-441-7416 or e-mail purchasing@lincoln.ne.gov to be added to this list.

5/29/2013 12:00:00 PM	Sub-Contractor Listing	Sub-Contractors - Call 402-441-7416 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/stndspec/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 scanned and attached 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 no later than September 12 , 2013.	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, notorize and attach the Employee Classification Act Affidavit to my contract.	Yes
16	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid.</B>	18-542-2433
17	SAM Requirement	Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO <B>IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account.	YES
18	Davis Bacon Rates	I acknowledge reading and understanding the Davis Bacon Rates.	Yes
19	Contact	Name of person submitting this bid:	Micah Edson
20	Electronic Signature	Please check here for your electronic signature.	Yes
21	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

22	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
23	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
24	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
25	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
26	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

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	West Haymarket JPA Guide & Wayfinding Signs Project 870951b (PW/U - Eng. Services)--Total Lump Sum of Bid -- Total Lump Sum of Bid	$460,509.35

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

Supplier Notes:

Response Total: $460,509.35

13-169

Line No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
01	01.00001	Mobilization	1.0000	LS	$40,000.00	$40,000.00
02	01.01001	Const Staking	1.0000	LS	$7,350.00	$7,350.00
03	14.01110	Remove Traffic Sign Only	5.0000	EA	$600.00	$3,000.00
04	14.01111	Remove Traffic Sign and Post	4.0000	EA	$900.00	$3,600.00
05	15.09001	Traffic Control for Const	1.0000	LS	$24,750.00	$24,750.00
06	24.01012	Rem Street Light Pole	3.0000	EA	$600.00	$1,800.00
07	24.01021	Rem Street Light Pole Foundation	3.0000	EA	$1,200.00	$3,600.00
08	24.01030	Rem Cable	162.0000	LF	$2.00	$324.00
09	24.01110	Rel Cable	2,079.0000	LF	$5.00	$10,395.00
10	24.03215	Conduit, 1 1/2", Trenched	10.0000	LF	$18.00	$180.00
11	24.03220	Conduit, 2", Trenched	20.0000	LF	$19.00	$380.00
12	24.08100	Pole, Inst Mast Arm, MA-1 to 46'	1.0000	EA	$6,950.00	$6,950.00
13	24.08200	Pole, Inst Mast Arm, MA-2 to 46'	1.0000	EA	$7,900.00	$7,900.00
14	24.12208	Cable, No 8 Circuit Ground	305.0000	LF	$4.00	$1,220.00
15	24.12506	Cable, No 6 Street Light	210.0000	LF	$4.25	$892.50
16	24.14140	Luminaire, 400W HPSV-SC	3.0000	EA	$495.00	$1,485.00
17	50.00001	Remove Guide Sign	8.0000	EA	$2,050.00	$16,400.00
18	50.00001	Relocate Pole Mounted Trash Can	1.0000	EA	$350.00	$350.00
19	50.00001	Relocate Traffic Sign to Pole	10.0000	EA	$750.00	$7,500.00
20	50.00001	Install Special Pole 1	1.0000	EA	$18,633.75	$18,633.75
21	50.00001	Install Special Pole 2	1.0000	EA	$17,383.75	$17,383.75
22	50.00010	Foundation Concrete	36.0000	CY	$968.75	$34,875.00
23	50.00015	Extra Work	1.0000	LS	$30,000.00	$30,000.00
24	50.00015	Sign Sample	1.0000	LS	$1,133.80	$1,133.80
25	50.00025	Reinforcing Steel	4,915.0000	LBS	$4.36	$21,429.40
26	50.00025	Sign Support Structural Steel	10,288.0000	LBS	$8.11	$83,435.68
27	50.00045	Topper Sign	119.4000	SF	$104.36	$12,460.58
28	50.00045	Guide Sign	581.7000	SF	$99.08	$57,634.84
29	50.00045	Wayfinding Sign	503.0000	SF	$90.35	$45,446.05
						$460,509.35

EXHIBIT B

Intentionally Omitted

Approved by Law
6-3-13

EXHIBIT C

Intentionally Omitted

Approved by Law
6-3-13

EXHIBIT D

Other Contract Documents

Approved by Law
6-3-13

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 practiceable after the amount is determined tender payment therefore to the Owner; or

2. Deny liability in whole or in part and nctify 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; an d

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 satutory 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: _____

Name and Title:

Signature: _____

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 OMMISSION 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 of 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 or 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.

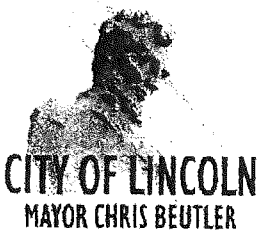
A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the 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

EXHIBIT D

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

EXHIBIT D

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

EXHIBIT D

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

EXHIBIT D

>

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	

EXHIBIT D

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.

EXHIBIT D

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

(S E A L)

WH 13-55 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the Purchasing Agent is hereby authorized to purchase the following FF&E items for the Arena: Housekeeping Equipment (Bid No. 13-163) and Stanchions/Crowd Control (Bid No. 13-168). Purchase orders may be issued to Tennant Sales & Services and Amsan Omaha for the purchase of the Housekeeping Equipment and to Prostanchion for purchase of the Stanchions/Crowd Control.

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

WH 13-56 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the attached Aid to Construction Agreement with TDP Phase One LLC and TDP Phase Two LLC to allocate aid to construction payments to DEC from TIF proceeds is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Agreement on behalf of the West Haymarket Joint Public Agency.

The City Clerk is directed to return a copy of this Resolution and the Aid to Construction to Rick Peo, City Law Department, for transmittal to TDP Phase One LLC and TDP Phase Two LLC.

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

_____
Doug Emery

AID TO CONSTRUCTION AGREEMENT

This Aid to Construction Agreement ("Agreement") is made and entered into among and by TDP Phase One LLC (TDP Phase One), a Nebraska limited liability company, TDP Phase Two, LLC (TDP Phase Two), a Nebraska limited liability company, and the West Haymarket Joint Public Agency (JPA).

RECITALS

A. The JPA and the District Energy Corporation ("DEC") have entered into an Energy Services Agreement wherein the JPA and DEC agreed for the DEC to construct a district energy plant and distribution system equipment to serve the Pinnacle Bank Arena and certain other private buildings and facilities in the West Haymarket Redevelopment Area. Under the Energy Services Agreement the JPA is and will remain the DEC's sole customer and it is the JPA's responsibility to split off the proportional cost of the DEC energy charges billed to the Arena and the other buildings and facilities receiving heating and cooling from the energy services provided by the DEC to the JPA.

B. TDP Phase One LLC and the City of Lincoln, Nebraska have entered into the West Haymarket Redevelopment Agreement wherein TDP Phase One LLC agreed to construct certain private improvements including the 117,000 square feet of improvements located on Lot 2, Block 4, West Haymarket Addition, Lincoln, Lancaster County, Nebraska (hereinafter the "Canopy Lofts"); 53,000 square feet of office and retail improvements on Lot 1, Block 5, West Haymarket Addition, Lincoln, Lancaster County, Nebraska (hereinafter "Railyard"); and 135,000 square feet of hotel, residential and retail improvements on Lot 3, Block 4, West Haymarket Addition, Lincoln, Lancaster County, Nebraska (hereinafter "Hyatt Regency Hotel"). Subsequently, TDP Phase One assigned and TDP Phase Two assumed the redevelopment obligations of TDP Phase One for construction of the Hyatt Regency Hotel. TDP Phase One and TDP Phase Two desire Energy Services to be delivered by the JPA to the Canopy Lofts, Railyard and Hyatt Regency Hotel.

C. Under the Redevelopment Agreement, TIF Proceeds generated from construction of the Canopy Lofts and the Hyatt Regency Hotel are to be used to make aid to construction payments to the DEC in order to reduce DEC's bonded indebtedness to finance the DEC Facilities. Specifically, the aid to construction payments are in the amount of $175,000.00 from the Canopy Lofts and $1,100,000.00 from the Hyatt Regency Hotel. In consideration of the aid to construction payments to DEC the JPA agreed to deduct the total annual savings to DEC from TDP Phase One's Canopy Lofts and TDP Phase Two's Hyatt Regency Hotel Customer Monthly Demand Charge - Facilities Financing attributable to their aid to construction payments. TDP Phase One and TDP Phase Two have subsequently determined that it is in the best interest of TDP Phase One and TDP Phase Two that for purposes of calculating their Customer Demand Charge - Facilities Financing under their Customer Energy Service Agreements with the JPA the total amount of aid to construction payments be distributed equally among the Canopy Lofts, Railyard and Hyatt Regency Hotel based upon the ratio of their individual square footage compared to the combined total of their square footage. Based upon those ratios, TDP Phase

One and TDP Phase Two have determined that the $1,275,000.00 in aid to construction payments be distributed as follows: Canopy Lofts - $489,098.00; the Railyard - $221,557.00; and the Hyatt Regency Hotel - $564,345.00.

D. TDP Phase One and TDP Phase Two desire that the JPA use the above distribution of the $1,275,000.00 aid to construction payments for the purpose of calculating the Demand Charge - Facilities Financing and the Customer's Total Amount of Annual Savings on Debt Service in their applicable Customer Energy Service Agreement with the JPA for the Canopy Lofts, Railyard and Hyatt Regency Hotel. The JPA is willing to calculate the Customer Demand Charge - Facility Financing and the Customer Total Amount of Annual Saving on Debt Service for TDP Phase One and TDP Phase Two as provided in Recital C above for the Canopy Lofts, Railyard and Hyatt Regency Hotel.

NOW, THEREFORE, IN CONSIDERATION of the above recitals and the terms and conditions below, the parties agree as follows:

1. That the aid to construction payments to DEC from TIF proceeds in the total amount of $1,275,000.00 as provided for in the Redevelopment Agreement shall be allocated to TDP Phase One and TDP Phase Two in their applicable Customer Energy Service Agreements with the JPA as follows: $489,098.00 for the Canopy Lofts; $221,557.00 for the Railyard; and $564,345.00 for the Hyatt Regency Hotel

2. The JPA agrees to use the allocated aid to construction payments to TDP Phase One and TDP Phase Two as provided in paragraph 1 above in calculating the Demand Charge - Facilities Financing and the Total Amount of Annual Savings on Debt Service under the Customer Energy Service Agreement between the parties. Said calculation is set forth in the formula for calculating the Customer Monthly Demand Charge - Facilities Financing in Exhibit A attached to their Customer Service Agreements with the JPA.

Executed by TDP Phase One, LLC this _____ day of _____, 2013.

TDP PHASE ONE, LLC, a Nebraska limited liability company

By: WRK Management, LLC,
Manager of TDP Phase One, LLC

By: WRK, L.L.C.,
Manager of WRK Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, LLC

By: _____
Robert E. Scott, Co-Manager of WRK, LLC

Executed by TDP Phase Two, LLC this _____ day of _____, 2013.

TDP PHASE TWO, LLC, a Nebraska limited liability company

By: WRK Management, LLC,
Manager of TDP Phase Two, LLC

By: WRK, L.L.C.,
Manager of WRK Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, LLC

By: _____
Robert E. Scott, Co-Manager of WRK, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William D. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company, and TDP Phase Two, LLC, a Nebraska limited liability company.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert E. Scott, Co-Manager of WRK, LLC on behalf of TDP Phase One, LLC, a Nebraska limited liability company, and TDP Phase Two, LLC, a Nebraska limited liability company.

_____
Notary Public

Executed by the West Haymarket JPA this _____ day of _____, 2013.

WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____
Chris Beutler, Chair

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Chair of the Board of Representatives of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

_____
Notary Public

WH 13-57 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the West Haymarket Joint Public Agency Thermal Energy Rate Class 2 formula rate charges attached hereto as Exhibit A for all Rate Class 2 customers receiving energy services from the West Haymarket Joint Public Agency is hereby adopted and approved..

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

EXHIBIT "A"

WEST HAYMARKET JOINT PUBLIC AGENCY

THERMAL ENERGY SERVICES RATE CLASS 2

APPLICABLE: The Customer will be placed on this rate upon the Effective Date of the Customer Service Agreement.

CUSTOMER ENERGY SERVICE: Customer Energy Service shall be as defined in Article 1 of the Customer Service Agreement.

BILL: Demand Charges (Facilities Financing and Other) + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + All Surcharges (if any) + overhead and administrative charges (if any); based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS typically range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates or a date agreeable with the JPA for final readings. There will be twelve billing periods per year.

RATE: (Elements)

Demand Charge – Facilities Financing	$_____ per Billing Period
Demand Charge – Other	$_____ per Billing Period
Commodity Charge for Chilled Water	$_____ per MMBTU for cooling thermal energy per Billing Period
Commodity Charge for Hot Water	$_____ per MMBTU for heating thermal energy per billing period

Customer's Monthly Demand Charge – Facilities Financing for each billing shall be:

(Customer Area Ratio) x (Private Sector Share) x (Total Annual Cost of Debt Service "TACDS") - Customer's Total Annual Savings on Debt Service "Customer's TASDS" ÷ 12 = monthly payment.

Example (assumes the Premises is 135,000 SF, the Private Sector Area is 385,000 SF, the Public Sector Area is 460,000 SF, TACDS is $1,127,687, and Customer's TASDS is $63,613.11):

(Customer Area Ratio x Private Sector Share x TACDS) – (Customer's TASDS) ÷ 12 = Monthly Payment

(.35065 x .31 x $1,127,687.00) – ($63,613.11) ÷ 12 = $4,914.00/month

Calculation of Customer's Monthly Demand Charge – Other:

The Customer's Monthly Demand Charge-Other for each billing shall be the result of the monthly JPA Demand Charge – Other from DEC for the same billing period divided by the Total Area available to receive Energy Services times the total sq. ft. of the Premises.

Customer's Monthly Commodity Charge:

The Customer's Monthly Commodity Charge shall be the Customer's actual share of the JPA Monthly Commodity Charge based upon the meter reading at the Point of Delivery for the Premises.

Upon request of Customer, JPA will, if practical, provide recorded energy consumption readings for the purpose of allocating Demand and Commodity Charges.

MINIMUM BILL: (Demand Charge – Facilities Financing) + (Demand Charge – Other) + (administrative, overhead, and other expenses necessary to perform the Agreement) + applicable taxes. The minimum bill shall be subject to the limitations in Article 4.

Adopted June 14, 2013

DEFINITIONS

The following definitions shall apply to Rate Class 2, unless otherwise specified:

DEC

means District Energy Corporation acting through its duly appointed board members and agents acting within the scope of their duties and responsibilities, and its successors and assigns.

Energy Services

means the delivery of thermal energy by DEC to the JPA, through the generation, transmission, and distribution system and facilities operated by DEC (thermal energy system), for the purpose of heating and cooling public and private buildings and facilities in the West Haymarket Redevelopment Area.

Customer Energy Services

means the delivery of thermal energy by JPA to the Customer through the thermal energy system for the purpose of heating and cooling the Premises.

Service Piping

means the piping connecting the DEC distribution facilities to Customer's service pipe flange.

Point of Delivery

means the point where the JPA supplies thermal energy to the Premises and which, unless otherwise agreed between the JPA and Customer, shall be the point where DEC Piping is joined to the Customer's Service Piping and DEC thermal metering is installed.

Meter

means the device or devices including all auxiliary equipment necessary to measure and register a thermal quantity (energy or demand) that is supplied by JPA to the Point of Delivery.

Facilities

means the property and thermal energy system equipment used by DEC to provide Energy Services to the JPA and the Customer.

Parallel Production

means all forms of thermal energy which could be operated by JPA or the Customer in parallel with the Facilities or Customer Energy Services. Such equipment may include, but is not limited to, heat-pumps, chillers or boilers, or geothermal loop field systems or facilities.

JPA Demand Charge - Facilities Financing

means the monthly charge the DEC will charge the JPA for DEC's Total Annual Cost of Debt Service on the Total Indebtedness.

JPA Demand Charge - Other

means the monthly charge DEC will charge the JPA to provide Energy Services to the JPA. Demand Charge - Other includes the monthly electrical demand charge that LES charges the DEC to provide power at peak demand points, and also includes a charge for operation and maintenance which is comprised of (1) the cost of operating and maintaining the Facilities (O&M), (2) administrative and general cost of managing the Facilities (A&G), and (3) the cost of debt service coverage to generate funds for future capital needs.

JPA Commodity Charge

means the monthly charge DEC will charge the JPA for energy used to produce and deliver thermal energy to the JPA.

JPA Total Charge

means the sum total of the JPA Demand Charge - Facilities Financing, the JPA Demand Charge - Other, and the JPA Commodity Charge.

Total Indebtedness

means the total cost of construction of the Facilities as incurred by DEC and payable by JPA.

Total Annual Cost of Debt Service

means principle, interest, fees, and costs of financing Total Indebtedness incurred by DEC and payable by JPA on an annual basis.

Private Sector Area

means the total square footage of buildings and structures owned by entities other than JPA that is receiving heating and cooling from

Public Sector Area

means the total square footage of buildings and structures owned by JPA that is receiving heating and cooling from JPA

Private Sector Share

means the JPA determined portion of the Total Area allocated to the Private Sector Area for purposes of calculating JPA Demand Charge-Facilities Financing .

Customer Area Ratio

means the square footage of the Premises divided by the Private Sector Area.

Total Area

means the sum of the Private Sector Area and the Public Sector Area.

Adopted June 14, 2013

WH 13-58 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the attached Rate Class 2 Customer Energy Service Agreements between the West Haymarket Joint Public Agency and TDP Phase One LLC, and TDP Phase Two LLC, for the delivery of thermal energy to the Railyard Premises, Canopy Lofts Premises, and Hyatt Regency Hotel Premises are hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute each Agreement on behalf of the West Haymarket Joint Public Agency.

The Chairperson is further authorized to execute the respective Memorandum of Customer Energy Services Agreement attached hereto on behalf of the West Haymarket Joint Public Agency.

The City Clerk is directed to return a copy of this Resolution and each Agreement to Rick Peo, City Law Department, for transmittal of the applicable Agreement to TDP Phase One LLC and TDP Phase Two LLC.

The City Clerk is further directed to return the original Memorandum of Customer Energy Services Agreement for each Agreement to Rick Peo, City Law Department, to be filed of record with the Register of Deeds and indexed against the District Energy Corporation's Premises and the Customer Premises.

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery

CUSTOMER ENERGY SERVICE AGREEMENT

Between

West Haymarket Joint Public Agency

And

TDP Phase One, LLC

RAILYARD PREMISES

CUSTOMER ENERGY SERVICE AGREEMENT

This Customer Energy Service Agreement ("Agreement") is entered into as of this _____ day of June, 2013, by and between West Haymarket Joint Public Agency, and its successors and assigns ("JPA") and TDP Phase One, LLC, a Nebraska limited liability company, and its successors and assigns ("Customer").

WITNESSETH:

WHEREAS, the Customer desires Energy Services (herein defined) be delivered to its approximately 53,000 square feet of office and retail improvements on property generally located on the east side of Canopy between "Q" Street and "R" Street Lincoln, NE and legally described as Lot 1, Block 5, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Premises"); and

WHEREAS, District Energy Corporation, a nonprofit Nebraska corporation organized by The City of Lincoln, Nebraska and The County of Lancaster, Nebraska pursuant to (a) the Nebraska Interlocal Cooperation Act and (b) the Nebraska Nonprofit Corporation Act, and its successors and assigns ("DEC") will provide Energy Services for sale to such buildings and projects as may be authorized from time to time; and

WHEREAS, the JPA and the DEC have entered into an Energy Services Agreement, dated October 1, 2011 wherein the JPA and DEC agreed for the DEC to construct a district energy plant on Lot 1, Block 6, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Plant Site") and distribution system equipment within public right-of-ways or easements and provide Energy Services (as defined in the Energy Services Agreement) to the Arena and certain other private buildings and facilities in the West Haymarket Redevelopment Area, including the Premises; and

WHEREAS, the DEC will charge the JPA the following monthly charges (defined in Art. I) pursuant to the Energy Services Agreement:

Demand Charge - Facilities Financing
Demand Charge - Other
Commodity Charge; and

WHEREAS, under the Energy Services Agreement, the JPA is and will remain the DEC's sole customer and it is the JPA's responsibility to split off the proportional cost of the DEC bill to the Arena and the Points of Delivery to other buildings and facilities receiving heating and cooling from the Energy Services provided by the DEC to the JPA; and

WHEREAS, the Energy Services provided to the JPA will be developed as needed with the initial allocation of charges for providing Energy Services to the JPA based upon a service capacity of 845,000 sq. ft. (460,000 sq. ft. public and 385,000 sq. ft. private, including the

Premises). Energy Services (the Demand Charge - Facilities Financing, Demand Charge - Other, and the Commodity Charge) will be allocated to end users on a square foot basis, except that for the Demand Charge - Facilities Financing, the end user percentage of total cost will be split 69% public and 31% private as negotiated between the parties and reflected in the formula in Rate Class 2 below; and

WHEREAS, the JPA has developed Rate Class 2 (set forth in Exhibit A) as a pass-through rate that enables JPA to recover its actual capital costs as well as its actual operating costs, without including any JPA or DEC profits; and

WHEREAS, the JPA does not intend to subsidize other rate classes, customers, or JPA facilities that do not benefit the Premises with charges paid by the Customer; and

WHEREAS, the JPA and DEC have entered into an Addendum to the Energy Service Agreement ("Addendum") dated January 24, 2013 wherein DEC agrees to provide Energy Services to the Points of Delivery identified in Exhibit C attached to the Addendum, including the Premises, to read the Meter at each Point of Delivery and record such readings on a consistent monthly basis, calculate the amount to be billed to each Point of Delivery and mail monthly statements for JPA Customer Energy Services in the amounts calculated pursuant to Section 4.01 of this Agreement for each Point of Delivery to the address provided by the JPA; and

WHEREAS, in order for JPA to furnish such Customer Energy Services to the Customer, it is necessary, desirable and advisable that the Customer and JPA enter into this Agreement for such service.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

1.01 <u>DEC</u>

means District Energy Corporation acting through its duly appointed board members and agents acting within the scope of their duties and responsibilities, and its successors and assigns.

1.02 <u>Energy Services</u>

means the delivery of thermal energy by DEC to the JPA, through the generation, transmission, and distribution system and facilities operated by DEC (thermal energy

system), for the purpose of heating and cooling public and private buildings and facilities in the West Haymarket Redevelopment Area.

1.03 Customer Energy Services

means the delivery of thermal energy by JPA to the Customer through the thermal energy system for the purpose of heating and cooling the Premises.

1.04 Service Piping

means the piping connecting the DEC distribution facilities to Customer's service pipe flange.

1.05 Point of Delivery
means the point where the JPA supplies thermal energy to the Premises and which, unless otherwise agreed between the JPA and Customer, shall be the point where DEC Piping is joined to the Customer's Service Piping and DEC thermal metering is installed.

1.06 Meter

means the device or devices including all auxiliary equipment necessary to measure and register a thermal quantity (energy or demand) that is supplied by JPA to the Point of Delivery.

1.07 Facilities

means the property and thermal energy system equipment used by DEC to provide Energy Services to the JPA and the Customer.

1.08 Parallel Production

means all forms of thermal energy which could be operated by JPA or the Customer in parallel with the Facilities or Customer Energy Services. Such equipment may include, but is not limited to, heat-pumps, chillers or boilers, or geothermal loop field systems or facilities.

1.09 JPA Demand Charge - Facilities Financing

means the monthly charge the DEC will charge the JPA for DEC's Total Annual Cost of Debt Service on the Total Indebtedness.

1.10 JPA Demand Charge - Other

means the monthly charge DEC will charge the JPA to provide Energy Services to the JPA. Demand Charge - Other includes the monthly electrical demand charge that LES charges the DEC to provide power at peak demand points, and also includes a charge for

operation and maintenance which is comprised of (1) the cost of operating and maintaining the Facilities (O&M), (2) administrative and general cost of managing the Facilities (A&G), and (3) the cost of debt service coverage to generate funds for future capital needs.

1.11 JPA Commodity Charge

means the monthly charge DEC will charge the JPA for energy used to produce and deliver thermal energy to the JPA.

1.12 JPA Total Charge

means the sum total of the JPA Demand Charge - Facilities Financing, the JPA Demand Charge - Other, and the JPA Commodity Charge.

1.13 Total Indebtedness

means the total cost of construction of the Facilities as incurred by DEC and payable by JPA.

1.13.1 Total Financed Indebtedness

means the Total Indebtedness minus the Aid to Construction Payments.

1.13.2 Total Aid to Construction Payments

means the total of all payments received from Customer and any other customer of the JPA reducing the amount of bonded indebtedness to finance the Facilities.

1.13.3 Total Annual Savings on Debt Service

means the difference in the annual debt service on the Total Indebtedness and the annual debt service on the Total Financed Indebtedness.

1.13.4 Customer's Total Annual Savings on Debt Service

means the result of the Customer's Aid to Construction Payment divided by the Total Aid to Construction Payments times the Annual Savings on Debt Service.

1.14 Total Annual Cost of Debt Service

means principle, interest, fees, and costs of financing Total Indebtedness incurred by DEC and payable by JPA on an annual basis.

1.15 Private Sector Area

means the total square footage of buildings and structures owned by entities other than JPA that is receiving heating and cooling from JPA.

1.16 Public Sector Area

means the total square footage of buildings and structures owned by JPA that is receiving heating and cooling from JPA.

1.17 Private Sector Share

means the JPA determined portion of the Total Indebtedness allocated to the Private Sector Area for purposes of calculating JPA Demand Charge-Facilities Financing.

1.18 Customer Area Ratio

means the square footage of the Premises divided by the Private Sector Area.

1.19 Total Area

means the sum of the Private Sector Area and the Public Sector Area.

ARTICLE 2
AGREEMENT TERM

2.01 This Agreement shall remain in effect and binding upon the Customer and JPA and their assigns for thirty-five (35) years from the Effective Date (defined below); provided that, the Customer shall have the exclusive option to extend this Agreement for three (3) additional five (5) year terms. The Customer shall provide written notice of exercising an option not less than one year prior to expiration of the Agreement or an option term.

2.02 This Agreement shall become effective on the date of substantial completion of the Premises ("Effective Date") unless, prior to the Effective Date, another Effective Date is agreed to by both the JPA and the Customer.

2.03 In the event the building improvements located on the Premises are destroyed and not rebuilt, then the Customer may terminate this Agreement by providing sixty (60) days written notice of termination of this Agreement, where upon this Agreement shall terminate.

ARTICLE 3
SERVICE

3.01 JPA will provide Customer Energy Services to Customer and Customer will accept and use Customer Energy Services for all of Customer's heating and cooling purposes at the

Premises throughout the Term specified in Article 2, subject to Section 3.02 and Section 11.02.

3.02 The parties acknowledge that the Customer and/or its tenant(s) or lender, may require or elect to have Parallel Production system(s) for redundant, back-up or supplementary heating and/or cooling system(s) and/or alternative energy source(s) to heat and/or cool the Premises and/or a tenant's space and shall be operated pursuant to Section 11.02.

3.03 JPA reserves the right to interrupt the supply of Customer Energy Services to enable DEC to make any necessary repairs or connections to its Facilities. JPA will attempt to give Customer 24 hours advance notice of such interruption.

3.04 JPA will use commercially reasonable efforts at all times to provide Customer with a regular and uninterrupted supply of Customer Energy Services throughout the year on a twenty-four-hour-a-day basis except as interruptions may be required by DEC to make any necessary repairs or connections to its Facilities, but JPA does not warrant or guarantee uninterrupted service, and JPA shall not be liable for any special, indirect or consequential damages relating to or arising from an interruption in service. In the event of any interruption of service, both parties shall be prompt and diligent in attempting to remove and overcome the cause of the interruption, and nothing contained herein shall be construed as permitting JPA to refuse to deliver, or Customer to refuse to accept, Customer Energy Services after the cause of interruption has been removed.

3.05 The Customer agrees and acknowledges that DEC currently owns all of the Facilities and is responsible for the operation, repairs, and maintenance of such Facilities on behalf of JPA. The parties further agree and acknowledge that the DEC is the agent of the JPA with regard to delivery of the Customer Energy Services. The Customer shall contact the JPA or a designated agent regarding all issues of billing and customer service. For purposes of this Agreement, the Customer consents to allowing JPA, DEC, or any of their employees, agents or contractors on or in the Premises, to the extent necessary, and at all times that are reasonable in order to repair or maintain the Facilities.

ARTICLE 4
TOTAL CHARGE RATES AND CHARGES

4.01 Upon the Effective Date, the Customer shall pay on a monthly basis the formula rate charges calculated by JPA for all customers in Rate Class 2 based upon the Rate Class 2 formula rate charge attached hereto and marked as Exhibit A. Under no circumstances shall JPA derive a profit from the Customer. JPA reserves the right to include administrative costs and overhead expenses necessary for performing this Agreement. The formula rate charges for Rate Class 2 shall be included in the books and records of the JPA.

a. The Customer agrees that the Appendix to Exhibit A is an illustration of the formula rate charges for Rate Class 2 and is provided for informational purposes only. The Customer further agrees that the amount of each of the JPA Charges in said

Appendix is not a representation or warranty by the JPA as to the actual amount of the JPA Charges to be billed to Customer and Customer understands and acknowledges that the cost for the JPA Charges in said Appendix are only estimated budget forecasts which are not guaranteed and which are subject to change.

b. Any new or expanded Private Sector Area greater than 385,00 square feet will result in a recalculation under the formula for Rate Class 2.

c. Rates and charges paid by the Customer to JPA shall not be used to subsidize any other rate class, customer or JPA facility that does not benefit the Premises.

4.02 The JPA shall have the right to amend, modify, or change the rate schedule for Rate Class 2, subject to this Section, following forty-five (45) days' notice to the Customer and an opportunity for the Customer to contest the amendment, modification, or change at a hearing of the JPA Board of Representatives. A request for a hearing must be made within thirty (30) days of the notice of amendment, modification, or change of the rate schedule. Any amendment, modifications or changes by JPA to the rate schedule will not discriminate against the Customer and will be based on necessary adjustments to any or all elements of the JPA Total Charge and will be based upon the actual pass-through costs without including any JPA or DEC profits.

4.03 Energy Services provided by JPA to any building or other structure belonging to a third party that begins after execution of this Agreement by both parties shall not result in an increase in any costs to the Customer and the Customer's monthly charges under this Agreement shall be recalculated pursuant to the formula established for Rate Class 2.

4.04 JPA shall not charge the Customer nor shall the Customer pay for any Demand Charge-Facilities Financing as defined in Rate Class 2 (Exhibit A) for any month in which the Customer did not use or consume any Customer Energy Services from JPA.

ARTICLE 5
DELIVERY POINT

5.01 JPA rates are based upon the supply of Energy Services to the entire Premises through a single delivery and metering point. If JPA agrees to supply Energy Service to more than one Point of Delivery at the Premises, each Point of Delivery will be considered a separate service, provided however, meter readings shall be combined for billing purposes. Equipment which can transfer load between separately metered Energy Services may be allowed with the consent of the JPA.

5.02 The Parties acknowledge that the Energy Delivery Points described in Exhibit B of the Addendum as "Railyard, 7th St. & "Q" St., Lincoln, NE 68508" is the same as the Premises. The location of the connection point on the Premises between DEC's system and the Customer's system shall be agreed upon by the JPA and Customer and must be approved by DEC.

ARTICLE 6
PAYMENT AND BILLING

6.01 Charges for Customer Energy Services shall be calculated monthly in accordance with Article 4 above.

6.02 JPA shall be paid monthly for Customer Energy Services made available to the Customer. Payment is due and payable at the accounting office of JPA at 555 S. 10th Street, Suite 103, Lincoln, NE 68508 upon the Customer's receipt of the monthly billing statement and is delinquent if not paid to JPA within thirty (30) days from the date rendered. Billing statements for the Premises Point of Delivery shall be sent to TDP Phase One, LLC, 440 North 8th Street, Suite 140, Lincoln, NE 68508, unless the Customer provides a different party or address. Any overdue balance is subject to a late charge of one percent per month.

6.03 Termination of Customer Energy Services may occur for nonpayment of an undisputed bill over sixty (60) days in arrears. JPA will provide written notice of delinquency status and termination thirty (30) days prior to termination of Customer Energy Services.

6.04 JPA may disconnect the Customer Energy Service to the Premises for the following causes:

a. Without notice in the event of a condition determined by JPA or DEC to be hazardous or unsafe to the general public or any part of the thermal energy system.

b. Without notice in the event of JPA determining that Customer equipment is being used in such a manner as to adversely affect the Facilities or Energy Services to the JPA.

c. Without notice in the event of any unapproved Parallel Production installations by the Customer.

d. Without notice in the event of a violation of the provisions of Article 12 of this Agreement.

e. Upon 30 days' written notice in the event of any other violation or noncompliance with this Agreement.

f. Upon 30 days' notice for failure of the Customer to provide and maintain to DEC unobstructed access to the Facilities by JPA.

6.05 JPA may terminate the Customer Energy Service to the Premises for the causes in Section 6.04 after providing the Customer written notice and such failure continues for more than thirty (30) days after written notice thereof from JPA unless such failure cannot reasonably be cured within such thirty (30) day period and Tenant shall within such period commence and diligently pursue the curing of such failure.

6.06 In the event this Agreement is terminated under any provision of Article 6 herein, the JPA reserves the right to seek damages from Customer to compensate JPA for all actual losses, costs, expenses and damages, but not indirect, special, incidental or consequential damages, suffered by JPA as a result of Customer's breach of this Agreement.

6.07 Upon termination of this Agreement under this Article 6, JPA and DEC shall have the right to enter the Premises and remove all of DEC's equipment including, without limitation, all meters installed therein.

6.08 If the Premises is reconnected after disconnection, JPA may include a reconnection charge covering the cost of restoring Customer Energy Services including labor, material and equipment billed to the JPA by the DEC.

6.09 If the Customer questions the accuracy of the calculations of any monthly statement for Customer Energy Services, it shall be deemed to be a disputed bill. The Customer must present the disputed points in writing within thirty (30) days to avoid termination for nonpayment pursuant to Section 6.02. JPA will provide in writing a response to the disputed points within twenty (20) days of the receipt of Customer's dispute. The Customer has the right to contest the remaining disputed points at a hearing of the JPA Board of Representatives. A request for a hearing must be made within ten (10) days of receipt of JPA's written response.

6.10 DEC's standard rules and regulations for providing Energy Services to the JPA as in effect during the Term of this Agreement and as may be amended shall be applicable to the provision of Customer Energy Services under this Agreement and are incorporated herein by this reference. JPA, will provide the Customer a copy of the DEC's standard rules and regulations, including any amendments thereto. If there is a dispute regarding the DEC's standard rules and regulations, the Customer must present the disputed points in writing within thirty (30) days. JPA will provide in writing a response to the disputed points within twenty (20) days of the receipt of Customer's dispute. The Customer has the right to contest the remaining disputed points at a hearing of the JPA Board of Representatives. A request for a hearing must be made within ten (10) days of receipt of JPA's written response.

6.11 The Customer shall be responsible for payment of all applicable taxes due as a result of the service provided under this Agreement. The JPA shall include such taxes in the billing statement.

ARTICLE 7
SERVICE INSTALLATION

7.01 Prior to connection of the Premises to the Facilities, the Customer's piping and other equipment and controls must conform to DEC requirements or such other requirements of applicable governmental authorities or local utilities. It is the Customer's responsibility to obtain from applicable governmental authorities or local utilities, all information needed for the Customer's design of the Customer's heating and cooling equipment including but not limited to all required mechanical and control equipment, and the maximum pressure, flow and temperature available at the Point of Delivery.

7.02 The location of the Service Piping and Meters shall be determined by JPA in coordination with the Customer. Any piping installed without first determining the Point of Delivery shall be brought into conformance by the Customer upon notification by JPA. It is the Customer's responsibility to provide and maintain unobstructed access to the Meters for JPA. JPA, at its expense, (i) will cause the DEC to extend the Facilities under a Access Easement area abutting the Premises' Point of Delivery on the west, including causing DEC to make the service tap connection, to the Building and (ii) will cause DEC to design and install all other DEC equipment and controls needed in order for the DEC to deliver Energy Services to the New Building, on or before October 1, 2013 and in accordance with DEC requirements. The Point of Delivery, including service tap location and location of the meter shall be in a reasonable location as determined by DEC in coordination with the Customer.

7.03 JPA has obtained and will continue to have the necessary fee title or easements for the Facilities to provide Customer Energy Services to the Premises during the Term of this Agreement.

7.04 JPA will authorize the connection of Service Piping as soon as practical after final inspection by the appropriate authority(s) and DEC.

7.05 The Customer shall notify JPA and DEC of any expected changes in Customer Energy Services which requires delivery of thermal energy for heating or cooling purposes at a level which exceeds 120% of the Customer's prior maximum level of thermal energy delivered for heating or cooling purposes. Such notice shall be given at least twelve (12) months prior to the expected change.

7.06 The Customer shall provide any devices necessary to protect the Customer's equipment from loss or damage due to disturbances in Customer Energy Services. It is expressly understood that the JPA has no liability for any such loss or damage and Customer shall bear the risk of all such loss or damage.

7.07 The Customer shall provide unrestricted access to a location on the JPA side of the Point of Delivery for the installation, maintenance and operation of DEC operated cutoff valves and thermal energy metering equipment.

ARTICLE 8
METERING

8.01 The JPA shall cause DEC to furnish all Meters required to measure the Customer Energy Services supplied, and to keep such Meters accurate within the limits specified in 8.02.

8.02 Either party at its own cost and expense may, at any reasonable time, request that any Meter used for billing purposes installed pursuant to the Agreement be tested by DEC. If a Meter is found to violate tolerances set by equipment manufacturer's specifications or to be otherwise defective, the JPA shall cause the Meter to be repaired or replaced by DEC and at no cost to the Customer. Customer shall be afforded an opportunity to have its representative present during all testing which has been requested by the Customer.

8.03 If any test of the Meters discloses inaccuracy in excess of the equipment manufacturer's specifications, the Customer's billing statement shall be adjusted for:

a. If the period can be determined, the actual period during which inaccurate measurements were made;

b. If the period cannot be determined, the adjustments shall be made for the previous month or from the date of the latest test (if within the previous month) and for the elapsed period in the month during with the test was made. Overpayment shall be refunded to the Customer.

8.04 Should any Meter at any time fail to register or should the registration thereof be so erratic as to be meaningless, the amounts of Customer Energy Services provided shall be determined from the best data available.

ARTICLE 9
CONSTRUCTION AND GRADE CHANGES

9.01 The Customer shall be liable to JPA for (i) all costs incurred in the relocation and repair of Facilities necessitated by construction work or grade changes on the Premises or (ii) the Customer Area Ratio as defined in herein required by other changes to the Energy Services or circumstances beyond the control of JPA and/or DEC.

ARTICLE 10
SYSTEM DISTURBANCES

10.01 Customer will install corrective equipment, to be approved by DEC and meeting the specifications of local utilities, if DEC has reasonably determined the operation of the Customer's equipment would result in a violation of DEC's standard rules and regulations for providing Energy Services to the JPA.

10.02 The Customer will protect DEC's distribution systems from accidental or intermittent contamination from the Premises. No mixing of DEC and Customer potable water shall occur. DEC will not supply either hot or cold water for consumption by Customer.

10.03 The Customer shall be responsible for the isolation of Customer's potable water system from possible contamination contained from DEC's distribution system equipment.

ARTICLE 11
CUSTOMER PARALLEL OPERATION

11.01 The Customer shall only be allowed to interconnect thermal production equipment with the Facilities upon meeting written DEC's Parallel Production requirements which shall be part of DEC's standard rules and regulations for providing Energy Services to the JPA.

11.02 A Parallel Production system(s) may be installed and operated by the Customer or tenant of the Customer in circumstances when: (a) the JPA cannot or is not supplying sufficient amounts of Customer Energy Services for any reason other than those set forth in Sections 6.03 and 6.04; (b) the Customer has heating and cooling needs in excess of the capacity of the Customer Energy Services; (c) when the Customer or a tenant of the Customer is experimenting or operating a different heating and cooling technology than the steam and chilled water supplied by the Customer Energy Services supplied by the JPA; or (d) certain uses or situations on or in the Premises that require a substantially different cooling or heating requirement(s) than can be provided by JPA through the Customer Energy Services.

In the event that JPA cannot or is not supplying heating and cooling for any reason other than set forth in Sections 6.03 and 6.04, or is not due to (b) or (c) above, then the Customer may immediately begin operating a Parallel Production system(s). When Customer Energy Services are restored by JPA under (a) above, then the Customer shall cease operation of the Parallel Production system(s) unless (b), (c) or (d) above applies.

In the event the Customer anticipates that the Premises will need additional heating or cooling that may exceed the capacity of the Customer Energy Services under (b) above, then the Customer shall consult with JPA and DEC before operating any Parallel Production system(s). If the JPA and DEC can reasonably supply the needed heating and cooling, within the time reasonably needed by the Customer, then the Customer shall accept such Customer Energy Services from JPA as long as the Rate Class 2 formula is not increased. If the JPA and DEC cannot supply all necessary heating and cooling for the Premises, then the Customer shall accept and pay for the maximum amount of heating and cooling that can be supplied by the JPA and DEC and the Customer shall be permitted to supplement the heating and cooling with its Parallel Production System(s).

In the event the Customer or a tenant of the Customer seeks to experiment or operate a new heating and cooling technology on the Premises under (c) above, then the Customer or Customer and tenant shall consult with JPA and DEC before beginning any

experiment or operation of the new technology that affects the heating and cooling system of the Premises. For purposes of experimentation or operation, the Customer may request a reduction in the amount of heating and cooling needed for the Premises during such experiment or operation. The Customer shall also be responsible for insuring that any such new heating and cooling technology complies with all applicable state and local statutes, codes, and rules for development or operation of heating and cooling equipment and facilities. If (c) above applies, then JPA may resume supply of Customer Energy Services on a date and time that the JPA and Customer or the tenant of the Customer may agree upon. The Customer agrees to indemnify and hold the JPA and DEC harmless from any direct damages to the operation, maintenance, repair to the Customer Energy Service, resulting from the negligent design, construction, installation, operation, maintenance, repair, or removal of any heating and cooling system owned or operated by the Customer or a tenant of the Customer.

ARTICLE 12
ASSIGNMENT AND SUCCESSORS

12.01 The Premises and Plant Site shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to this Agreement and shall inure to the benefit of, shall run with the land, an shall be binding upon the Premises and Plant Site (hereinafter referred to individually as a "Parcel" and collectively as the "Parcels") and each of which shall apply to and bind the heirs, assignees and successors in interest of each and every owner of a Parcel or Parcels. The provisions of this Agreement shall be binding upon parties and their successors and assigns; provided, however, that the obligations of parties pursuant to this Agreement shall be binding upon such party and its successors and assigns only during their respective periods of ownership.

12.02 Subject to Section 12.01, this Agreement shall not otherwise be assigned in whole or in part by either party without the prior written approval of the other party. This Agreement shall be binding upon the successors and permitted assigns of each party.

ARTICLE 13
INDEMNIFICATION

13.01 The Customer shall, to the extent and as permitted by law, indemnify and hold JPA and DEC and their directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent or intentional acts, errors, or omissions of the Customer or caused by the breach of any of the representations, warranties or covenants of the Customer herein arising out of or in connection with the delivery of Customer Energy Services under this Agreement. Under no circumstances shall the Customer and its manager, members, directors, officers, employees, contractors, or agents, be liable to the JPA and DEC for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages.

13.02 The JPA shall, to the extent and as permitted by law, indemnify and hold the Customer and its manager, members, directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent or intentional acts, errors, or omissions of JPA or caused by the breach of any of the representations, warranties or covenants of the JPA herein arising out of or in connection with the delivery of Customer Energy Services under this Agreement. Under no circumstances shall JPA and its directors, officers, employees, contractors, or agents, be liable to the Customer for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages. Nothing herein shall be construed to constitute a waiver of sovereign immunity to the extent applicable.

ARTICLE 14
NOTICES

14.01 Except as otherwise provided herein, any notices or communications permitted or required herein shall be deemed given where sent in writing by first class mail with sufficient postage affixed thereto to the following addresses of the parties. Notice shall be deemed to be given 3 days following the date such notice is delivered to the United States Postal System or upon the date of actual delivery to the Party if another delivery system is used.

a. If to the JPA: 555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to Customer: : TDP Phase One, LLC
440 N. 8th Street
Suite 140
Lincoln, Nebraska 68508

ARTICLE 15
ENTIRETY

15.01 This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Notwithstanding any indication to the contrary in this Agreement, Customer acknowledges that DEC is not a party to this Agreement and that Customer's sole rights and remedies with respect to the matters contained and described in this Agreement are against the JPA and not DEC. All prior written or oral understanding, offers or other communications of every kind pertaining to the sale of Customer Energy Services to the Customer by JPA are hereby superseded and replaced.

ARTICLE 16

FORCE MAJEURE

16.01 If JPA shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through strikes, lightning, rain, wind, riots, fire, flood, invasion, insurrection, civil commotion, accident, equipment failures, the order of any court, judge or civil authority, war, any act of God, the public enemy, or any other similar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, JPA shall be excused from whatever performance is prevented by such event to the extent so prevented, and JPA shall not be liable for any damage or loss resulting there from.

ARTICLE 17
ADDITIONAL PROVISIONS

17.01 Pursuant to Section 3.01 of the Energy Service Agreement, JPA warrants and represents the following:

a. the DEC and JPA have determined that there will be, during the term of this Agreement, availability of Energy Services and Facilities to provide Customer Energy Services to the Premises.

b. DEC has advised JPA of the available capacity, pressure and temperature for Energy Services and JPA will cause DEC to provide the available capacity, pressure and temperature for Customer Energy Services to the Customer or Customer's design team.

17.02 It is intended by the parties that this Agreement and the incorporated, attached and referenced documents shall be an integrated contract, but that invalidation of any of its provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect unless such court action shall materially change the intent of this Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

17.03 A Memorandum of this Agreement shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Premises and Plant Site, at the Redeveloper's expense.

17.04 This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate politic of the State of Nebraska

_____ By: _____

Secretary Chair

TDP PHASE ONE, LLC

By: WRK Management, LLC, Manager of TDP Phase One, LLC

By: WRK, LLC, Manager of WRK Management, LLC

By: _____

William D. Scott, Co-Manager of WRK, L.L.C.

By: _____

Robert E. Scott, Co-Manager of WRK, L.L.C.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Chair of the Board of Representatives of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

_____

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William D. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert E. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

EXHIBIT A

RATE CLASS 2 RATE SCHEDULE

DATED: APRIL 29, 2013

APPLICABLE: The Customer will be placed on this rate upon the Effective Date of the Customer Service Agreement.

CUSTOMER ENERGY SERVICE: Customer Energy Service shall be as defined in Article 1 of the Customer Service Agreement.

BILL: Demand Charges (Facilities Financing and Other) + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + All applicable taxes (if any); based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS typically range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates or a date agreeable with the JPA for final readings. There will be twelve billing periods per year.

RATE: (Elements)

Demand Charge – Facilities Financing	$_____ per Billing Period
Demand Charge – Other	$_____ per Billing Period
Commodity Charge for Chilled Water	$_____ per MMBTU for cooling thermal energy per Billing Period
Commodity Charge for Hot Water	$_____ per MMBTU for heating thermal energy per billing period

Customer's Monthly Demand Charge – Facilities Financing for each billing shall be:

(Customer Area Ratio) x (Private Sector Share) x (Total Annual Cost of Debt Service) ÷ 12 = monthly payment.

Example (assumes the Premises is 53,000 SF, the Private Sector Area is 385,000 SF, the Public Sector Area is 460,000 SF, and TACDS is $1,127,687):

(Customer Area Ratio x Private Sector Share x TACDS) ÷ 12 = Monthly Payment
(.13766 x .31 x $1,127,687.00 - $12,813.00) ÷ 12 = $2,942.55/month

Calculation of Customer's Monthly Demand Charge – Other:

> The Customer's Monthly Demand Charge-Other for each billing shall be the result of the monthly JPA Demand Charge – Other from DEC for the same billing period divided by the Total Area available to receive Energy Services times the total sq. ft. of the Premises.

Customer's Monthly Commodity Charge:

> The Customer's Monthly Commodity Charge shall be the Customer's actual share of the JPA Monthly Commodity Charge based upon the meter reading at the Point of Delivery for the Premises.

Upon request of Customer, JPA will, if practical, provide recorded energy consumption readings for the purpose of allocating Demand and Commodity Charges.

MINIMUM BILL: (Demand Charge – Facilities Financing) + (Demand Charge – Other) + applicable taxes. The minimum bill shall be subject to the limitations in Article 4.

SAMPLE BILLING STATEMENT

APPLICABLE: The Customer will be placed on this rate upon the Effective Date of the Customer Energy Service Agreement.

CUSTOMER ENERGY SERVICE: Customer Energy Service shall be as defined in Article 3 of the Customer Service Agreement.

BILL: Demand Charges (Facilities Financing and Other) + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + applicable taxes; based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS will range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates or a date agreeable with the JPA for final readings. There are twelve billing periods per year.

RATE: (Elements)

Demand Charge – Facilities Financing:	$_____ per Billing Period
Demand Charge – Other:	$_____ per Billing Period
Commodity Charge for Chilled Water:	$_____ per MMBTU for cooling thermal energy per Billing Period
Commodity Charge for Hot Water:	$_____ per MMBTU for heating thermal energy per billing period
Applicable Taxes	$_____
TOTAL:	$_____

APPENDIX TO EXHIBIT A

A. DEMAND CHARGE – FACILITIES FINANCING

Assumptions:	Square feet
Premises	53,000
Private Sector Area	385,000
Public Sector Area	460,000
Total Area	845,000
Customer Area Ratio	53,000 ÷ 385,000 = .13766

Amount of Total Indebtedness	$ 19,500,000.00
Annual Interest Rate	4.0%
Term – Years	30
Total Annual Cost of Debt Service	$ 1,127,700.00
Private Sector Share	31%
Amount of Total Indebtedness	$ 19,500,000.00
Total Aid to Construction Payments	$ 1,275,000.00
Amount of Total Financed Indebtedness	$ 18,225,000.00

Annual Interest Rate	4.0%
Term – Years	30
Annual Cost of Debt Service on Total Financed Indebtedness	$ 1,053,954.00
Total Annual Savings on Debt Service *($1,275,000 - $1,053,954 = $73,733.38)*	$ 73,733.38
Customer Aid to Construction Payment	$ 221,557.00
Customer's Total Amount of Annual Savings On Debt Service *($221,557 ÷ $1,275,000 x 73,733.38)*	$ 12,813.00

B. JPA DEMAND CHARGE – OTHER

Electrical Demand Charge (based upon LES Experience)	$ 444,000.00/year
O&M Demand Charge	$ 312,000.00/year
TOTAL	$ 756,000.00/year

C. JPA COMMODITY CHARGE (estimated)

Estimate Chilled Water Commodity Charge	$ 66,670.00/year
Estimate Hot Water Commodity Charge	$ 94,943.00/year
TOTAL	$ 161,613.00/year

The above JPA Demand Charge – Facilities Financing is a budget forecast based upon the estimated cost of the Facilities to be financed by the issuance of bonded indebtedness in the amount of $19.5 million with an assumed annual interest rate of 4% and 30 year term.

The above JPA Demand Charge – Other and JPA Commodity Charge are estimated charges based upon budget forecasts for the 2014 operating year (first full year of DEC operation of the Facilities) using historical costs at other DEC facilities.

NEW OR EXPANDED SQUARE FOOTAGE: Any new or expanded private sector square footage greater than 385,000 square feet will result in a recalculation under the formula for Rate Class 2.

Return the Original to:

City Attorney's Office
Attention: Chris Connolly
555 South 10th Street
Lincoln, NE 68508

MEMORANDUM OF CUSTOMER ENERGY SERVICE AGREEMENT
RAILYARD PREMISES

This Memorandum of Customer Energy Service Agreement ("**Memorandum**") is entered into as of this ____ day of _____, 2013 ("**Effective Date**"), by and between West Haymarket Joint Public Agency, and its successors and assigns ("**JPA**") and TDP Phase One, LLC, a Nebraska limited liability company, and its successors and assigns ("**Customer**").

1. Customer Energy Service Agreement and Premises. The JPA, and Customer have entered into that certain Customer Energy Service Agreement dated as of this even date ("**Customer Agreement**"), describing the delivery of Customer Energy Services as defined in the Customer Agreement be delivered to its approximately 53,000 square feet of office and retail improvements on property generally located on the east side of Canopy Street, between Q Street and R Street, Lincoln, NE and legally described as **Lot 1, Block 5, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Premises")**.

2. **Plant Site**. The JPA and the District Energy Corporation ("**DEC**") have entered into an Energy Services Agreement, dated October 1, 2011 wherein the JPA and DEC agreed for the DEC to construct a district energy plant on **Lot 1, Block 6, West Haymarket Addition, Lincoln, Lancaster County, Nebraska** ("**Plant Site**") and distribution system equipment within public right-of-ways or easements and provide Energy Services (as defined in the Energy Services Agreement) to the public arena and certain other private buildings and facilities in the West Haymarket Redevelopment Area, including the Premises.

3. **Term**. The Customer Agreement shall remain in effect and binding upon the Customer and JPA and their assigns for thirty-five (35) years from the substantial completion of the building improvement located upon the Premises or other date mutually agreed upon by the parties ("**Completion Date**"); provided that, the Customer shall have the exclusive option to extend the Customer Agreement for additional five (5) year terms through the useful life of the building improvements located on the Premises. The Customer shall provide written notice of

exercising an option not less than one year prior to expiration of the Agreement or an option term.

4. **Inquiries**. Except as otherwise provided herein, any inquiries, notices or communications may be sent as follows:

a. If to the JPA: 555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to Customer: TDP Phase One, LLC
440 N. 8th Street
Suite 140
Lincoln, Nebraska 68508

5. **Remaining Terms**. The rest and remaining terms of the Customer Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Customer Agreement may be inspected at the office of the City Clerk of Lincoln, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first above written.

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate politic of the State of Nebraska

_____
Secretary

By: _____
Chair

TDP PHASE ONE, LLC

By: WRK Management, LLC, Manager of TDP Phase One, LLC

By: WRK, LLC, Manager of WRK Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, L.L.C.

By: _____
Robert E. Scott, Co-Manager of WRK, L.L.C.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Chair of the Board of Representatives of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William D. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert E. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

CUSTOMER ENERGY SERVICE AGREEMENT

Between

West Haymarket Joint Public Agency

And

TDP Phase One, LLC

Canopy Lofts Premises

June 14, 2013

[v1 5-14-13]

CUSTOMER ENERGY SERVICE AGREEMENT

This Customer Energy Service Agreement ("Agreement") is entered into as of this _____ day of June, 2013, by and between West Haymarket Joint Public Agency, and its successors and assigns ("JPA") and TDP Phase One, LLC, a Nebraska limited liability company, and its successors and assigns ("Customer").

WITNESSETH:

WHEREAS, the Customer desires Energy Services (herein defined) be delivered to its approximately 117,000 square feet of improvements on property generally located on the southwest corner of Canopy Drive and "P" Streets Lincoln, NE and legally described as Lot 2, Block 4, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Premises"); and

WHEREAS, District Energy Corporation, a nonprofit Nebraska corporation organized by The City of Lincoln, Nebraska and The County of Lancaster, Nebraska pursuant to (a) the Nebraska Interlocal Cooperation Act and (b) the Nebraska Nonprofit Corporation Act, and its successors and assigns ("DEC") will provide Energy Services for sale to such buildings and projects as may be authorized from time to time; and

WHEREAS, the JPA and the DEC have entered into an Energy Services Agreement, dated October 1, 2011 wherein the JPA and DEC agreed for the DEC to construct a district energy plant on Lot 1, Block 6, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Plant Site") and distribution system equipment within public right-of-ways or easements and provide Energy Services (as defined in the Energy Services Agreement) to the Arena and certain other private buildings and facilities in the West Haymarket Redevelopment Area, including the Premises; and

WHEREAS, the DEC will charge the JPA the following monthly charges (defined in Art. I) pursuant to the Energy Services Agreement:

Demand Charge - Facilities Financing
Demand Charge - Other
Commodity Charge; and

WHEREAS, under the Energy Services Agreement, the JPA is and will remain the DEC's sole customer and it is the JPA's responsibility to split off the proportional cost of the DEC bill to the Arena and the Points of Delivery to other buildings and facilities receiving heating and cooling from the Energy Services provided by the DEC to the JPA; and

WHEREAS, the Energy Services provided to the JPA will be developed as needed with the initial allocation of charges for providing Energy Services to the JPA based upon a service capacity of 845,000 sq. ft. (460,000 sq. ft. public and 385,000 sq. ft. private, including the Premises). Energy Services (the Demand Charge - Facilities Financing, Demand Charge - Other,

and the Commodity Charge) will be allocated to end users on a square foot basis, except that for the Demand Charge - Facilities Financing, the end user percentage of total cost will be split 69% public and 31% private as negotiated between the parties and reflected in the formula in Rate Class 2 below; and

WHEREAS, the JPA has developed Rate Class 2 (set forth in Exhibit A) as a pass-through rate that enables JPA to recover its actual capital costs as well as its actual operating costs, without including any JPA or DEC profits; and

WHEREAS, the JPA does not intend to subsidize other rate classes, customers, or JPA facilities that do not benefit the Premises with charges paid by the Customer; and

WHEREAS, the JPA and DEC have entered into an Addendum to the Energy Service Agreement ("Addendum") dated January 24, 2013 wherein DEC agrees to provide Energy Services to the Points of Delivery identified in Exhibit C attached to the Addendum, including the Premises, to read the Meter at each Point of Delivery and record such readings on a consistent monthly basis, calculate the amount to be billed to each Point of Delivery and mail monthly statements for JPA Customer Energy Services in the amounts calculated pursuant to Section 4.01 of this Agreement for each Point of Delivery to the address provided by the JPA; and

WHEREAS, in order for JPA to furnish such Customer Energy Services to the Customer, it is necessary, desirable and advisable that the Customer and JPA enter into this Agreement for such service.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

1.01 <u>DEC</u>

means District Energy Corporation acting through its duly appointed board members and agents acting within the scope of their duties and responsibilities, and its successors and assigns.

1.02 <u>Energy Services</u>

means the delivery of thermal energy by DEC to the JPA, through the generation, transmission, and distribution system and facilities operated by DEC (thermal energy system), for the purpose of heating and cooling public and private buildings and facilities in the West Haymarket Redevelopment Area.

1.03 Customer Energy Services

means the delivery of thermal energy by JPA to the Customer through the thermal energy system for the purpose of heating and cooling the Premises.

1.04 Service Piping

means the piping connecting the DEC distribution facilities to Customer's service pipe flange.

1.05 Point of Delivery

means the point where the JPA supplies thermal energy to the Premises and which, unless otherwise agreed between the JPA and Customer, shall be the point where DEC Piping is joined to the Customer's Service Piping and DEC thermal metering is installed.

1.06 Meter

means the device or devices including all auxiliary equipment necessary to measure and register a thermal quantity (energy or demand) that is supplied by JPA to the Point of Delivery.

1.07 Facilities

means the property and thermal energy system equipment used by DEC to provide Energy Services to the JPA and the Customer.

1.08 Parallel Production

means all forms of thermal energy which could be operated by JPA or the Customer in parallel with the Facilities or Customer Energy Services. Such equipment may include, but is not limited to, heat-pumps, chillers or boilers, or geothermal loop field systems or facilities.

1.09 JPA Demand Charge - Facilities Financing

means the monthly charge the DEC will charge the JPA for DEC's Total Annual Cost of Debt Service on the Total Indebtedness.

1.10 JPA Demand Charge - Other

means the monthly charge DEC will charge the JPA to provide Energy Services to the JPA. Demand Charge - Other includes the monthly electrical demand charge that LES charges the DEC to provide power at peak demand points, and also includes a charge for operation and maintenance which is comprised of (1) the cost of operating and maintaining the Facilities (O&M), (2) administrative and general cost of managing the

Facilities (A&G), and (3) the cost of debt service coverage to generate funds for future capital needs.

1.11 JPA Commodity Charge

means the monthly charge DEC will charge the JPA for energy used to produce and deliver thermal energy to the JPA.

1.12 JPA Total Charge

means the sum total of the JPA Demand Charge - Facilities Financing, the JPA Demand Charge - Other, and the JPA Commodity Charge.

1.13 Total Indebtedness

means the total cost of construction of the Facilities as incurred by DEC and payable by JPA.

1.13.1 Total Financed Indebtedness

means the Total Indebtedness minus the Aid to Construction Payments.

1.13.2 Total Aid to Construction Payments

means the total of all payments received from Customer and any other customer of the JPA reducing the amount of bonded indebtedness to finance the Facilities.

1.13.3 Total Annual Savings on Debt Service

means the difference in the annual debt service on the Total Indebtedness and the annual debt service on the Total Financed Indebtedness.

1.13.4 Customer's Total Annual Savings on Debt Service

means the result of the Customer's Aid to Construction Payment divided by the Total Aid to Construction Payments times the Annual Savings on Debt Service.

1.14 Total Annual Cost of Debt Service

means principle, interest, fees, and costs of financing Total Indebtedness incurred by DEC and payable by JPA on an annual basis.

1.15 Private Sector Area

means the total square footage of buildings and structures owned by entities other than JPA that is receiving heating and cooling from JPA.

1.16 Public Sector Area

means the total square footage of buildings and structures owned by JPA that is receiving heating and cooling from JPA.

1.17 Private Sector Share

means the JPA determined portion of the Total Indebtedness allocated to the Private Sector Area for purposes of calculating JPA Demand Charge-Facilities Financing.

1.18 Customer Area Ratio

means the square footage of the Premises divided by the Private Sector Area.

1.19 Total Area

means the sum of the Private Sector Area and the Public Sector Area.

ARTICLE 2
AGREEMENT TERM

2.01 This Agreement shall remain in effect and binding upon the Customer and JPA and their assigns for thirty-five (35) years from the Effective Date (defined below); provided that, the Customer shall have the exclusive option to extend this Agreement for three (3) additional five (5) year terms. The Customer shall provide written notice of exercising an option not less than one year prior to expiration of the Agreement or an option term.

2.02 This Agreement shall become effective on the date of substantial completion of the Premises ("Effective Date") unless, prior to the Effective Date, another Effective Date is agreed to by both the JPA and the Customer.

2.03 In the event the building improvements located on the Premises are destroyed and not rebuilt, then the Customer may terminate this Agreement by providing sixty (60) days written notice of termination of this Agreement, where upon this Agreement shall terminate.

ARTICLE 3
SERVICE

3.01 JPA will provide Customer Energy Services to Customer and Customer will accept and use Customer Energy Services for all of Customer's heating and cooling purposes at the Premises throughout the Term specified in Article 2, subject to Section 3.02 and Section 11.02.

3.02 The parties acknowledge that the Customer and/or its tenant(s) or lender, may require or elect to have Parallel Production system(s) for redundant, back-up or supplementary heating and/or cooling system(s) and/or alternative energy source(s) to heat and/or cool the Premises and/or a tenant's space and shall be operated pursuant to Section 11.02.

3.03 JPA reserves the right to interrupt the supply of Customer Energy Services to enable DEC to make any necessary repairs or connections to its Facilities. JPA will attempt to give Customer 24 hours advance notice of such interruption.

3.04 JPA will use commercially reasonable efforts at all times to provide Customer with a regular and uninterrupted supply of Customer Energy Services throughout the year on a twenty-four-hour-a-day basis except as interruptions may be required by DEC to make any necessary repairs or connections to its Facilities, but JPA does not warrant or guarantee uninterrupted service, and JPA shall not be liable for any special, indirect or consequential damages relating to or arising from an interruption in service. In the event of any interruption of service, both parties shall be prompt and diligent in attempting to remove and overcome the cause of the interruption, and nothing contained herein shall be construed as permitting JPA to refuse to deliver, or Customer to refuse to accept, Customer Energy Services after the cause of interruption has been removed.

3.05 The Customer agrees and acknowledges that DEC currently owns all of the Facilities and is responsible for the operation, repairs, and maintenance of such Facilities on behalf of JPA. The parties further agree and acknowledge that the DEC is the agent of the JPA with regard to delivery of the Customer Energy Services. The Customer shall contact the JPA or a designated agent regarding all issues of billing and customer service. For purposes of this Agreement, the Customer consents to allowing JPA, DEC, or any of their employees, agents or contractors on or in the Premises, to the extent necessary, and at all times that are reasonable in order to repair or maintain the Facilities.

ARTICLE 4
TOTAL CHARGE RATES AND CHARGES

4.01 Upon the Effective Date, the Customer shall pay on a monthly basis the formula rate charges calculated by JPA for all customers in Rate Class 2 based upon the Rate Class 2 formula rate charge attached hereto and marked as Exhibit A. Under no circumstances shall JPA derive a profit from the Customer. JPA reserves the right to include administrative costs and overhead expenses necessary for performing this Agreement.

The formula rate charges for Rate Class 2 shall be included in the books and records of the JPA.

a. The Customer agrees that the Appendix to Exhibit A is an illustration of the formula rate charges for Rate Class 2 and is provided for informational purposes only. The Customer further agrees that the amount of each of the JPA Charges in said Appendix is not a representation or warranty by the JPA as to the actual amount of the JPA Charges to be billed to Customer and Customer understands and acknowledges that the cost for the JPA Charges in said Appendix are only estimated budget forecasts which are not guaranteed and which are subject to change.

b. Any new or expanded Private Sector Area greater than 385,00 square feet will result in a recalculation under the formula for Rate Class 2.

c. Rates and charges paid by the Customer to JPA shall not be used to subsidize any other rate class, customer or JPA facility that does not benefit the Premises.

4.02 The JPA shall have the right to amend, modify, or change the rate schedule for Rate Class 2, subject to this Section, following forty-five (45) days' notice to the Customer and an opportunity for the Customer to contest the amendment, modification, or change at a hearing of the JPA Board of Representatives. A request for a hearing must be made within thirty (30) days of the notice of amendment, modification, or change of the rate schedule. Any amendment, modifications or changes by JPA to the rate schedule will not discriminate against the Customer and will be based on necessary adjustments to any or all elements of the JPA Total Charge and will be based upon the actual pass-through costs without including any JPA or DEC profits.

4.03 Energy Services provided by JPA to any building or other structure belonging to a third party that begins after execution of this Agreement by both parties shall not result in an increase in any costs to the Customer and the Customer's monthly charges under this Agreement shall be recalculated pursuant to the formula established for Rate Class 2.

4.04 JPA shall not charge the Customer nor shall the Customer pay for any Demand Charge-Facilities Financing as defined in Rate Class 2 (Exhibit A) for any month in which the Customer did not use or consume any Customer Energy Services from JPA.

ARTICLE 5
DELIVERY POINT

5.01 JPA rates are based upon the supply of Energy Services to the entire Premises through a single delivery and metering point. If JPA agrees to supply Energy Service to more than one Point of Delivery at the Premises, each Point of Delivery will be considered a separate service, provided however, meter readings shall be combined for billing purposes. Equipment which can transfer load between separately metered Energy Services may be allowed with the consent of the JPA.

5.02 The Parties acknowledge that the Energy Delivery Points described in Exhibit B of the Addendum as "Canopy Lofts, Canopy Rd., & "R" St., Lincoln, NE 68508" is the same as the Premises. The location of the connection point on the Premises between DEC's system and the Customer's system shall be agreed upon by the JPA and Customer and must be approved by DEC.

ARTICLE 6
PAYMENT AND BILLING

6.01 Charges for Customer Energy Services shall be calculated monthly in accordance with Article 4 above.

6.02 JPA shall be paid monthly for Customer Energy Services made available to the Customer. Payment is due and payable at the accounting office of JPA at 555 S. 10th Street, Suite 103, Lincoln, NE 68508 upon the Customer's receipt of the monthly billing statement and is delinquent if not paid to JPA within thirty (30) days from the date rendered. Billing statements for the Premises Point of Delivery shall be sent to TDP Phase One, LLC, 440 North 8th Street, Suite 140, Lincoln, NE 68508, unless the Customer provides a different party or address. Any overdue balance is subject to a late charge of one percent per month.

6.03 Termination of Customer Energy Services may occur for nonpayment of an undisputed bill over sixty (60) days in arrears. JPA will provide written notice of delinquency status and termination thirty (30) days prior to termination of Customer Energy Services.

6.04 JPA may disconnect the Customer Energy Service to the Premises for the following causes:

a. Without notice in the event of a condition determined by JPA or DEC to be hazardous or unsafe to the general public or any part of the thermal energy system.

b. Without notice in the event of JPA determining that Customer equipment is being used in such a manner as to adversely affect the Facilities or Energy Services to the JPA.

c. Without notice in the event of any unapproved Parallel Production installations by the Customer.

d. Without notice in the event of a violation of the provisions of Article 12 of this Agreement.

e. Upon 30 days' written notice in the event of any other violation or noncompliance with this Agreement.

f. Upon 30 days' notice for failure of the Customer to provide and maintain to DEC unobstructed access to the Facilities by JPA.

6.05 JPA may terminate the Customer Energy Service to the Premises for the causes in Section 6.04 after providing the Customer written notice and such failure continues for more than thirty (30) days after written notice thereof from JPA unless such failure cannot reasonably be cured within such thirty (30) day period and Tenant shall within such period commence and diligently pursue the curing of such failure.

6.06 In the event this Agreement is terminated under any provision of Article 6 herein, the JPA reserves the right to seek damages from Customer to compensate JPA for all actual losses, costs, expenses and damages, but not indirect, special, incidental or consequential damages, suffered by JPA as a result of Customer's breach of this Agreement.

6.07 Upon termination of this Agreement under this Article 6, JPA and DEC shall have the right to enter the Premises and remove all of DEC's equipment including, without limitation, all meters installed therein.

6.08 If the Premises is reconnected after disconnection, JPA may include a reconnection charge covering the cost of restoring Customer Energy Services including labor, material and equipment billed to the JPA by the DEC.

6.09 If the Customer questions the accuracy of the calculations of any monthly statement for Customer Energy Services, it shall be deemed to be a disputed bill. The Customer must present the disputed points in writing within thirty (30) days to avoid termination for nonpayment pursuant to Section 6.02. JPA will provide in writing a response to the disputed points within twenty (20) days of the receipt of Customer's dispute. The Customer has the right to contest the remaining disputed points at a hearing of the JPA Board of Representatives. A request for a hearing must be made within ten (10) days of receipt of JPA's written response.

6.10 DEC's standard rules and regulations for providing Energy Services to the JPA as in effect during the Term of this Agreement and as may be amended shall be applicable to the provision of Customer Energy Services under this Agreement and are incorporated herein by this reference. JPA will provide the Customer a copy of the DEC's standard rules and regulations, including any amendments thereto. If there is a dispute regarding the DEC's standard rules and regulations, the Customer must present the disputed points in writing within thirty (30) days. JPA will provide in writing a response to the disputed points within twenty (20) days of the receipt of Customer's dispute. The Customer has the right to contest the remaining disputed points at a hearing of the JPA Board of Representatives. A request for a hearing must be made within ten (10) days of receipt of JPA's written response.

6.11 The Customer shall be responsible for payment of all applicable taxes due as a result of the service provided under this Agreement. The JPA shall include such taxes in the billing statement.

ARTICLE 7
SERVICE INSTALLATION

7.01 Prior to connection of the Premises to the Facilities, the Customer's piping and other equipment and controls must conform to DEC requirements or such other requirements of applicable governmental authorities or local utilities. It is the Customer's responsibility to obtain from applicable governmental authorities or local utilities, all information needed for the Customer's design of the Customer's heating and cooling equipment including but not limited to all required mechanical and control equipment, and the maximum pressure, flow and temperature available at the Point of Delivery.

7.02 The location of the Service Piping and Meters shall be determined by JPA in coordination with the Customer. Any piping installed without first determining the Point of Delivery shall be brought into conformance by the Customer upon notification by JPA. It is the Customer's responsibility to provide and maintain unobstructed access to the Meters for JPA. JPA, at its expense, (i) will cause the DEC to extend the Facilities under a Access Easement area abutting the Premises' Point of Delivery on the west, including causing DEC to make the service tap connection, to the Building and (ii) will cause DEC to design and install all other DEC equipment and controls needed in order for the DEC to deliver Energy Services to the New Building, on or before October 1, 2013 and in accordance with DEC requirements. The Point of Delivery, including service tap location and location of the meter shall be in a reasonable location as determined by DEC in coordination with the Customer.

7.03 JPA has obtained and will continue to have the necessary fee title or easements for the Facilities to provide Customer Energy Services to the Premises during the Term of this Agreement.

7.04 JPA will authorize the connection of Service Piping as soon as practical after final inspection by the appropriate authority(s) and DEC.

7.05 The Customer shall notify JPA and DEC of any expected changes in Customer Energy Services which requires delivery of thermal energy for heating or cooling purposes at a level which exceeds 110% of the Customer's prior maximum level of thermal energy delivered for heating or cooling purposes. Such notice shall be given at least twelve (12) months prior to the expected change.

7.06 The Customer shall provide any devices necessary to protect the Customer's equipment from loss or damage due to disturbances in Customer Energy Services. It is expressly understood that the JPA has no liability for any such loss or damage and Customer shall bear the risk of all such loss or damage.

7.07 The Customer shall provide unrestricted access to a location on the JPA side of the Point of Delivery for the installation, maintenance and operation of DEC operated cutoff valves and thermal energy metering equipment.

ARTICLE 8
METERING

8.01 The JPA shall cause DEC to furnish all Meters required to measure the Customer Energy Services supplied, and to keep such Meters accurate within the limits specified in 8.02.

8.02 Either party at its own cost and expense may, at any reasonable time, request that any Meter used for billing purposes installed pursuant to the Agreement be tested by DEC. If a Meter is found to violate tolerances set by equipment manufacturer's specifications or to be otherwise defective, the JPA shall cause the Meter to be repaired or replaced by DEC and at no cost to the Customer. Customer shall be afforded an opportunity to have its representative present during all testing which has been requested by the Customer.

8.03 If any test of the Meters discloses inaccuracy in excess of the equipment manufacturer's specifications, the Customer's billing statement shall be adjusted for:

a. If the period can be determined, the actual period during which inaccurate measurements were made;

b. If the period cannot be determined, the adjustments shall be made for the previous month or from the date of the latest test (if within the previous month) and for the elapsed period in the month during with the test was made. Overpayment shall be refunded to the Customer.

8.04 Should any Meter at any time fail to register or should the registration thereof be so erratic as to be meaningless, the amounts of Customer Energy Services provided shall be determined from the best data available.

ARTICLE 9
CONSTRUCTION AND GRADE CHANGES

9.01 The Customer shall be liable to JPA for (i) all costs incurred in the relocation and repair of Facilities necessitated by construction work or grade changes on the Premises or (ii) the Customer Area Ratio as defined in herein required by other changes to the Energy Services or circumstances beyond the control of JPA and/or DEC.

ARTICLE 10
SYSTEM DISTURBANCES

10.01 Customer will install corrective equipment, to be approved by DEC and meeting the specifications of local utilities, if DEC has reasonably determined the operation of the Customer's equipment would result in a violation of DEC's standard rules and regulations for providing Energy Services to the JPA.

10.02 The Customer will protect DEC's distribution systems from accidental or intermittent contamination from the Premises. No mixing of DEC and Customer potable water shall occur. DEC will not supply either hot or cold water for consumption by Customer.

10.03 The Customer shall be responsible for the isolation of Customer's potable water system from possible contamination contained from DEC's distribution system equipment.

ARTICLE 11
CUSTOMER PARALLEL OPERATION

11.01 The Customer shall only be allowed to interconnect thermal production equipment with the Facilities upon meeting written DEC's Parallel Production requirements which shall be part of DEC's standard rules and regulations for providing Energy Services to the JPA.

11.02 A Parallel Production system(s) may be installed and operated by the Customer or tenant of the Customer in circumstances when: (a) the JPA cannot or is not supplying sufficient amounts of Customer Energy Services for any reason other than those set forth in Sections 6.03 and 6.04; (b) the Customer has heating and cooling needs in excess of the capacity of the Customer Energy Services; (c) when the Customer or a tenant of the Customer is experimenting or operating a different heating and cooling technology than the steam and chilled water supplied by the Customer Energy Services supplied by the JPA; or (d) certain uses or situations on or in the Premises that require a substantially different cooling or heating requirement(s) than can be provided by JPA through the Customer Energy Services.

In the event that JPA cannot or is not supplying heating and cooling for any reason other than set forth in Sections 6.03 and 6.04, or is not due to (b) or (c) above, then the Customer may immediately begin operating a Parallel Production system(s). When Customer Energy Services are restored by JPA under (a) above, then the Customer shall cease operation of the Parallel Production system(s) unless (b), (c) or (d) above applies.

In the event the Customer anticipates that the Premises will need additional heating or cooling that may exceed the capacity of the Customer Energy Services under (b) above, then the Customer shall consult with JPA and DEC before operating any Parallel Production system(s). If the JPA and DEC can reasonably supply the needed heating and cooling, within the time reasonably needed by the Customer, then the Customer shall accept such Customer Energy Services from JPA as long as the Rate Class 2 formula is not increased. If the JPA and DEC cannot supply all necessary heating and cooling for the Premises, then the Customer shall accept and pay for the maximum amount of heating and cooling that can be supplied by the JPA and DEC and the Customer shall be permitted to supplement the heating and cooling with its Parallel Production System(s).

In the event the Customer or a tenant of the Customer seeks to experiment or operate a new heating and cooling technology on the Premises under (c) above, then the Customer or Customer and tenant shall consult with JPA and DEC before beginning any

experiment or operation of the new technology that affects the heating and cooling system of the Premises. For purposes of experimentation or operation, the Customer may request a reduction in the amount of heating and cooling needed for the Premises during such experiment or operation. The Customer shall also be responsible for insuring that any such new heating and cooling technology complies with all applicable state and local statutes, codes, and rules for development or operation of heating and cooling equipment and facilities. If (c) above applies, then JPA may resume supply of Customer Energy Services on a date and time that the JPA and Customer or the tenant of the Customer may agree upon. The Customer agrees to indemnify and hold the JPA and DEC harmless from any direct damages to the operation, maintenance, repair to the Customer Energy Service, resulting from the negligent design, construction, installation, operation, maintenance, repair, or removal of any heating and cooling system owned or operated by the Customer or a tenant of the Customer.

ARTICLE 12
ASSIGNMENT AND SUCCESSORS

12.01 The Premises and Plant Site shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to this Agreement and shall inure to the benefit of, shall run with the land, an shall be binding upon the Premises and Plant Site (hereinafter referred to individually as a "Parcel" and collectively as the "Parcels") and each of which shall apply to and bind the heirs, assignees and successors in interest of each and every owner of a Parcel or Parcels. The provisions of this Agreement shall be binding upon parties and their successors and assigns; provided, however, that the obligations of parties pursuant to this Agreement shall be binding upon such party and its successors and assigns only during their respective periods of ownership.

12.02 Subject to Section 12.01, this Agreement shall not otherwise be assigned in whole or in part by either party without the prior written approval of the other party. This Agreement shall be binding upon the successors and permitted assigns of each party.

ARTICLE 13
INDEMNIFICATION

13.01 The Customer shall, to the extent and as permitted by law, indemnify and hold JPA and DEC and their directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent or intentional acts, errors, or omissions of the Customer or caused by the breach of any of the representations, warranties or covenants of the Customer herein arising out of or in connection with the delivery of Customer Energy Services under this Agreement. Under no circumstances shall the Customer and its manager, members, directors, officers, employees, contractors, or agents, be liable to the JPA and DEC for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages.

13.02 The JPA shall, to the extent and as permitted by law, indemnify and hold the Customer and its manager, members, directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent or intentional acts, errors, or omissions of JPA or caused by the breach of any of the representations, warranties or covenants of the JPA herein arising out of or in connection with the delivery of Customer Energy Services under this Agreement. Under no circumstances shall JPA and its directors, officers, employees, contractors, or agents, be liable to the Customer for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages.. Nothing herein shall be construed to constitute a waiver of sovereign immunity to the extent applicable.

ARTICLE 14
NOTICES

14.01 Except as otherwise provided herein, any notices or communications permitted or required herein shall be deemed given where sent in writing by first class mail with sufficient postage affixed thereto to the following addresses of the parties. Notice shall be deemed to be given 3 days following the date such notice is delivered to the United States Postal System or upon the date of actual delivery to the Party if another delivery system is used.

a. If to the JPA: 555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to Customer: TDP Phase One, LLC
440 N. 8th Street
Suite 140
Lincoln, Nebraska 68508

ARTICLE 15
ENTIRETY

15.01 This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Notwithstanding any indication to the contrary in this Agreement, Customer acknowledges that DEC is not a party to this Agreement and that Customer's sole rights and remedies with respect to the matters contained and described in this Agreement are against the JPA and not DEC. All prior written or oral understanding, offers or other communications of every kind pertaining to the sale of Customer Energy Services to the Customer by JPA are hereby superseded and replaced.

ARTICLE 16
FORCE MAJEURE

16.01 If JPA shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through strikes, lightning, rain, wind, riots, fire, flood, invasion, insurrection, civil commotion, accident, equipment failures, the order of any court, judge or civil authority, war, any act of God, the public enemy, or any other similar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, JPA shall be excused from whatever performance is prevented by such event to the extent so prevented, and JPA shall not be liable for any damage or loss resulting there from.

ARTICLE 17
ADDITIONAL PROVISIONS

17.01 Pursuant to Section 3.01 of the Energy Service Agreement, JPA warrants and represents the following:

a. the DEC and JPA have determined that there will be, during the term of this Agreement, availability of Energy Services and Facilities to provide Customer Energy Services to the Premises.

b. DEC has advised JPA of the available capacity, pressure and temperature for Energy Services and JPA will cause DEC to provide the available capacity, pressure and temperature for Customer Energy Services to the Customer or Customer's design team.

17.02 It is intended by the parties that this Agreement and the incorporated, attached and referenced documents shall be an integrated contract, but that invalidation of any of its provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect unless such court action shall materially change the intent of this Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

17.03 A Memorandum of this Agreement shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Premises and Plant Site, at the Redeveloper's expense.

17.04 This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate politic of the State of Nebraska

_____ By: _____

Secretary Chair

TDP PHASE ONE, LLC

By: WRK Management, LLC, Manager of TDP Phase One, LLC

By: WRK, LLC, Manager of WRK Management, LLC

By: _____

William D. Scott, Co-Manager of WRK, L.L.C.

By: _____

Robert E. Scott, Co-Manager of WRK, L.L.C.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Chair of the Board of Representatives of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

_____

Notary Public

[v1 5-14-13]

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William D. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert E. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

EXHIBIT A

RATE CLASS 2 RATE SCHEDULE

APPLICABLE: The Customer will be placed on this rate upon the Effective Date of the Customer Service Agreement.

CUSTOMER ENERGY SERVICE: Customer Energy Service shall be as defined in Article 1 of the Customer Service Agreement.

BILL: Demand Charges (Facilities Financing and Other) + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + All applicable taxes (if any); based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS typically range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates or a date agreeable with the JPA for final readings. There will be twelve billing periods per year.

RATE: (Elements)

Demand Charge – Facilities Financing	$_____ per Billing Period
Demand Charge – Other	$_____ per Billing Period
Commodity Charge for Chilled Water	$_____ per MMBTU for cooling thermal energy per Billing Period
Commodity Charge for Hot Water	$_____ per MMBTU for heating thermal energy per billing period

Customer's Monthly Demand Charge – Facilities Financing for each billing shall be:

(Customer Area Ratio) x (Private Sector Share) x (Total Annual Cost of Debt Service "TACDS") - Customer's Total Annual Savings on Debt Service "Customer's TASDS" ÷ 12 = monthly payment.

Example (assumes the Premises is 117,000 SF, the Private Sector Area is 385,000 SF, the Public Sector Area is 460,000 SF, TACDS is $1,127,687, and Customer's TASDS is $10,120.27):

(Customer Area Ratio x Private Sector Share x TACDS) – (Customer's TASDS) ÷ 12 = Monthly Payment

(.30389 x .31 x $1,127,687.00) – ($28,285.00) ÷ 12 = $6,495.81/month

[v1 5-14-13]

Calculation of Customer's Monthly Demand Charge – Other:

> The Customer's Monthly Demand Charge-Other for each billing shall be the result of the monthly JPA Demand Charge – Other from DEC for the same billing period divided by the Total Area available to receive Energy Services times the total sq. ft. of the Premises.

Customer's Monthly Commodity Charge:

> The Customer's Monthly Commodity Charge shall be the Customer's actual share of the JPA Monthly Commodity Charge based upon the meter reading at the Point of Delivery for the Premises.

Upon request of Customer, JPA will, if practical, provide recorded energy consumption readings for the purpose of allocating Demand and Commodity Charges.

MINIMUM BILL: (Demand Charge – Facilities Financing) + (Demand Charge – Other) + applicable taxes. The minimum bill shall be subject to the limitations in Article 4.

SAMPLE BILLING STATEMENT

APPLICABLE: The Customer will be placed on this rate upon the Effective Date of the Customer Energy Service Agreement.

CUSTOMER ENERGY SERVICE: Customer Energy Service shall be as defined in Article 3 of the Customer Service Agreement.

BILL: Demand Charges (Facilities Financing and Other) + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + applicable taxes; based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS will range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates or a date agreeable with the JPA for final readings. There are twelve billing periods per year.

RATE: (Elements)

Demand Charge – Facilities Financing:	$_____ per Billing Period
Demand Charge – Other:	$_____ per Billing Period
Commodity Charge for Chilled Water:	$_____ per MMBTU for cooling thermal energy per Billing Period
Commodity Charge for Hot Water:	$_____ per MMBTU for heating thermal energy per billing period
Applicable Taxes	$_____
TOTAL:	$_____

[v1 5-14-13]

APPENDIX TO EXHIBIT A

A. DEMAND CHARGE – FACILITIES FINANCING

Assumptions:	Square feet
Premises	117,000
Private Sector Area	385,000
Public Sector Area	460,000
Total Area	845,000
Customer Area Ratio	117,000 ÷ 385,000 = .30389

Amount of Total Indebtedness	$ 19,500,000.00
Annual Interest Rate	4.0%
Term – Years	30
Annual Cost of Debt Service on Total Indebtedness	$ 1,127,700.00
Private Sector Share	31%

Amount of Total Indebtedness	$ 19,500,000.00
Total Aid to Construction Payments	$ 1,275,000.00
Amount of Total Financed Indebtedness	$ 18,225,000.00

Annual Interest Rate	4.0%
Term – Years	30
Annual Cost of Debt Service on Total Financed Indebtedness	$ 1,053,954.00
Total Annual Savings on Debt Service *($1,275,000 - $1,053,954 = $73,733.38)*	$ 73,733.38
Customer Aid to Construction Payment	$ 489,098.00
Customer's Total Amount of Annual Savings On Debt Service *($489,098 ÷ $1,275,000 x 73,733.38)*	$ 28,285.00

B. JPA DEMAND CHARGE – OTHER

Electrical Demand Charge (based upon LES Experience)	$ 444,000.00/year
O&M Demand Charge	$ 312,000.00/year
TOTAL	$ 756,000.00/year

[v1 5-14-13]

C. JPA COMMODITY CHARGE (estimated)

Estimate Chilled Water Commodity Charge	$ 66,670.00/year
Estimate Hot Water Commodity Charge	$ 94,943.00/year
TOTAL	$ 161,613.00/year

The above JPA Demand Charge – Facilities Financing is a budget forecast based upon the estimated cost of the Facilities to be financed by the issuance of bonded indebtedness in the amount of $19.5 million with an assumed annual interest rate of 4% and 30 year term.

The above JPA Demand Charge – Other and JPA Commodity Charge are estimated charges based upon budget forecasts for the 2014 operating year (first full year of DEC operation of the Facilities) using historical costs at other DEC facilities.

NEW OR EXPANDED SQUARE FOOTAGE: Any new or expanded private sector square footage greater than 385,000 square feet will result in a recalculation under the formula for Rate Class 2.

Return the Original to:

City Attorney's Office
Attention: Chris Connolly
555 South 10th Street
Lincoln, NE 68508

MEMORANDUM OF CUSTOMER ENERGY SERVICE AGREEMENT
CANOPY LOFTS PREMISES

This Memorandum of Customer Energy Service Agreement ("**Memorandum**") is entered into as of this ____ day of _____, 2013 ("**Effective Date**"), by and between West Haymarket Joint Public Agency, and its successors and assigns ("**JPA**") and TDP Phase One, LLC, a Nebraska limited liability company, and its successors and assigns ("**Customer**").

1. Customer Energy Service Agreement and Premises. The JPA, and Customer have entered into that certain Customer Energy Service Agreement dated as of this even date ("**Customer Agreement**"), describing the delivery of Customer Energy Services as defined in the Customer Agreement be delivered to its approximately 117,000 square feet of residential and retail improvements on property generally located on the southwest corner of Canopy Street and R Street, Lincoln, NE and legally described as **Lot 2, Block 4, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Premises")**.

2. **Plant Site**. The JPA and the District Energy Corporation ("**DEC**") have entered into an Energy Services Agreement, dated October 1, 2011 wherein the JPA and DEC agreed for the DEC to construct a district energy plant on **Lot 1, Block 6, West Haymarket Addition, Lincoln, Lancaster County, Nebraska** ("**Plant Site**") and distribution system equipment within public right-of-ways or easements and provide Energy Services (as defined in the Energy Services Agreement) to the public arena and certain other private buildings and facilities in the West Haymarket Redevelopment Area, including the Premises.

3. **Term**. The Customer Agreement shall remain in effect and binding upon the Customer and JPA and their assigns for thirty-five (35) years from the substantial completion of the building improvement located upon the Premises or other date mutually agreed upon by the parties ("**Completion Date**"); provided that, the Customer shall have the exclusive option to extend the Customer Agreement for additional five (5) year terms through the useful life of the building improvements located on the Premises. The Customer shall provide written notice of

exercising an option not less than one year prior to expiration of the Agreement or an option term.

4. **Inquiries**. Except as otherwise provided herein, any inquiries, notices or communications may be sent as follows:

a. If to the JPA: 555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to Customer: TDP Phase One, LLC
440 N. 8th Street
Suite 140
Lincoln, Nebraska 68508

5. **Remaining Terms**. The rest and remaining terms of the Customer Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Customer Agreement may be inspected at the office of the City Clerk of Lincoln, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first above written.

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate politic of the State of Nebraska

_____
Secretary

By: _____
Chair

TDP PHASE ONE, LLC

By: WRK Management, LLC, Manager of TDP Phase One, LLC

By: WRK, LLC, Manager of WRK Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, L.L.C.

By: _____
Robert E. Scott, Co-Manager of WRK, L.L.C.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Chair of the Board of Representatives of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William D. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert E. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase One, LLC, a Nebraska limited liability company.

_____
Notary Public

CUSTOMER ENERGY SERVICE AGREEMENT

Between

West Haymarket Joint Public Agency

And

TDP Phase Two, LLC

Hyatt Regency Hotel Premises

CUSTOMER ENERGY SERVICE AGREEMENT

This Customer Energy Service Agreement ("Agreement") is entered into as of this _____ day of June, 2013, by and between West Haymarket Joint Public Agency, and its successors and assigns ("JPA") and TDP Phase Two, LLC, a Nebraska limited liability company, and its successors and assigns ("Customer").

WITNESSETH:

WHEREAS, the Customer desires Energy Services (herein defined) be delivered to its approximately 135,000 square feet of hotel, residential and retail improvements on property generally located on the northwest corner of Canopy Drive and "Q" Streets Lincoln, NE and legally described as Lot 3, Block 4, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Premises"); and

WHEREAS, District Energy Corporation, a nonprofit Nebraska corporation organized by The City of Lincoln, Nebraska and The County of Lancaster, Nebraska pursuant to (a) the Nebraska Interlocal Cooperation Act and (b) the Nebraska Nonprofit Corporation Act, and its successors and assigns ("DEC") will provide Energy Services for sale to such buildings and projects as may be authorized from time to time; and

WHEREAS, the JPA and the DEC have entered into an Energy Services Agreement, dated October 1, 2011 wherein the JPA and DEC agreed for the DEC to construct a district energy plant on Lot 1, Block 6, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Plant Site") and distribution system equipment within public right-of-ways or easements and provide Energy Services (as defined in the Energy Services Agreement) to the Arena and certain other private buildings and facilities in the West Haymarket Redevelopment Area, including the Premises; and

WHEREAS, the DEC will charge the JPA the following monthly charges (defined in Art. I) pursuant to the Energy Services Agreement:

Demand Charge - Facilities Financing
Demand Charge - Other
Commodity Charge; and

WHEREAS, under the Energy Services Agreement, the JPA is and will remain the DEC's sole customer and it is the JPA's responsibility to split off the proportional cost of the DEC bill to the Arena and the Points of Delivery to other buildings and facilities receiving heating and cooling from the Energy Services provided by the DEC to the JPA; and

WHEREAS, the Energy Services provided to the JPA will be developed as needed with the initial allocation of charges for providing Energy Services to the JPA based upon a service capacity of 845,000 sq. ft. (460,000 sq. ft. public and 385,000 sq. ft. private, including the

Premises). Energy Services (the Demand Charge - Facilities Financing, Demand Charge - Other, and the Commodity Charge) will be allocated to end users on a square foot basis, except that for the Demand Charge - Facilities Financing, the end user percentage of total cost will be split 69% public and 31% private as negotiated between the parties and reflected in the formula in Rate Class 2 below; and

WHEREAS, the JPA has developed Rate Class 2 (set forth in Exhibit A) as a pass-through rate that enables JPA to recover its actual capital costs as well as its actual operating costs, without including any JPA or DEC profits; and

WHEREAS, the JPA does not intend to subsidize other rate classes, customers, or JPA facilities that do not benefit the Premises with charges paid by the Customer; and

WHEREAS, the JPA and DEC have entered into an Addendum to the Energy Service Agreement ("Addendum") dated January 24, 2013 wherein DEC agrees to provide Energy Services to the Points of Delivery identified in Exhibit C attached to the Addendum, including the Premises, to read the Meter at each Point of Delivery and record such readings on a consistent monthly basis, calculate the amount to be billed to each Point of Delivery and mail monthly statements for JPA Customer Energy Services in the amounts calculated pursuant to Section 4.01 of this Agreement for each Point of Delivery to the address provided by the JPA; and

WHEREAS, in order for JPA to furnish such Customer Energy Services to the Customer, it is necessary, desirable and advisable that the Customer and JPA enter into this Agreement for such service.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

1.01 <u>DEC</u>

means District Energy Corporation acting through its duly appointed board members and agents acting within the scope of their duties and responsibilities, and its successors and assigns.

1.02 <u>Energy Services</u>

means the delivery of thermal energy by DEC to the JPA, through the generation, transmission, and distribution system and facilities operated by DEC (thermal energy

system), for the purpose of heating and cooling public and private buildings and facilities in the West Haymarket Redevelopment Area.

1.03 Customer Energy Services

means the delivery of thermal energy by JPA to the Customer through the thermal energy system for the purpose of heating and cooling the Premises.

1.04 Service Piping

means the piping connecting the DEC distribution facilities to Customer's service pipe flange.

1.05 Point of Delivery
means the point where the JPA supplies thermal energy to the Premises and which, unless otherwise agreed between the JPA and Customer, shall be the point where DEC Piping is joined to the Customer's Service Piping and DEC thermal metering is installed.

1.06 Meter

means the device or devices including all auxiliary equipment necessary to measure and register a thermal quantity (energy or demand) that is supplied by JPA to the Point of Delivery.

1.07 Facilities

means the property and thermal energy system equipment used by DEC to provide Energy Services to the JPA and the Customer.

1.08 Parallel Production

means all forms of thermal energy which could be operated by JPA or the Customer in parallel with the Facilities or Customer Energy Services. Such equipment may include, but is not limited to, heat-pumps, chillers or boilers, or geothermal loop field systems or facilities.

1.09 JPA Demand Charge - Facilities Financing

means the monthly charge the DEC will charge the JPA for DEC's Total Annual Cost of Debt Service on the Total Indebtedness.

1.10 JPA Demand Charge - Other

means the monthly charge DEC will charge the JPA to provide Energy Services to the JPA. Demand Charge - Other includes the monthly electrical demand charge that LES charges the DEC to provide power at peak demand points, and also includes a charge for

operation and maintenance which is comprised of (1) the cost of operating and maintaining the Facilities (O&M), (2) administrative and general cost of managing the Facilities (A&G), and (3) the cost of debt service coverage to generate funds for future capital needs.

1.11 JPA Commodity Charge

means the monthly charge DEC will charge the JPA for energy used to produce and deliver thermal energy to the JPA.

1.12 JPA Total Charge

means the sum total of the JPA Demand Charge - Facilities Financing, the JPA Demand Charge - Other, and the JPA Commodity Charge.

1.13 Total Indebtedness

means the total cost of construction of the Facilities as incurred by DEC and payable by JPA.

1.13.1 Total Financed Indebtedness

means the Total Indebtedness minus the Aid to Construction Payments.

1.13.2 Total Aid to Construction Payments

means the total of all payments received from Customer and any other customer of the JPA reducing the amount of bonded indebtedness to finance the Facilities.

1.13.3 Total Annual Savings on Debt Service

means the difference in the annual debt service on the Total Indebtedness and the annual debt service on the Total Financed Indebtedness.

1.13.4 Customer's Total Annual Savings on Debt Service

means the result of the Customer's Aid to Construction Payment divided by the Total Aid to Construction Payments times the Annual Savings on Debt Service.

1.14 Total Annual Cost of Debt Service

means principle, interest, fees, and costs of financing Total Indebtedness incurred by DEC and payable by JPA on an annual basis.

1.15 Private Sector Area

means the total square footage of buildings and structures owned by entities other than JPA that is receiving heating and cooling from JPA.

1.16 Public Sector Area

means the total square footage of buildings and structures owned by JPA that is receiving heating and cooling from JPA.

1.17 Private Sector Share

means the JPA determined portion of the Total Indebtedness allocated to the Private Sector Area for purposes of calculating JPA Demand Charge-Facilities Financing.

1.18 Customer Area Ratio

means the square footage of the Premises divided by the Private Sector Area.

1.19 Total Area

means the sum of the Private Sector Area and the Public Sector Area.

ARTICLE 2
AGREEMENT TERM

2.01 This Agreement shall remain in effect and binding upon the Customer and JPA and their assigns for thirty-five (35) years from the Effective Date (defined below); provided that, the Customer shall have the exclusive option to extend this Agreement for three (3) additional five (5) year terms. The Customer shall provide written notice of exercising an option not less than one year prior to expiration of the Agreement or an option term.

2.02 This Agreement shall become effective on the date of substantial completion of the Premises ("Effective Date") unless, prior to the Effective Date, another Effective Date is agreed to by both the JPA and the Customer.

2.03 In the event the building improvements located on the Premises are destroyed and not rebuilt, then the Customer may terminate this Agreement by providing sixty (60) days written notice of termination of this Agreement, where upon this Agreement shall terminate.

ARTICLE 3
SERVICE

3.01 JPA will provide Customer Energy Services to Customer and Customer will accept and use Customer Energy Services for all of Customer's heating and cooling purposes at the Premises throughout the Term specified in Article 2, subject to Section 3.02 and Section 11.02.

3.02 The parties acknowledge that the Customer and/or its tenant(s) or lender, may require or elect to have Parallel Production system(s) for redundant, back-up or supplementary heating and/or cooling system(s) and/or alternative energy source(s) to heat and/or cool the Premises and/or a tenant's space and shall be operated pursuant to Section 11.02.

3.03 JPA reserves the right to interrupt the supply of Customer Energy Services to enable DEC to make any necessary repairs or connections to its Facilities. JPA will attempt to give Customer 24 hours advance notice of such interruption.

3.04 JPA will use commercially reasonable efforts at all times to provide Customer with a regular and uninterrupted supply of Customer Energy Services throughout the year on a twenty-four-hour-a-day basis except as interruptions may be required by DEC to make any necessary repairs or connections to its Facilities, but JPA does not warrant or guarantee uninterrupted service, and JPA shall not be liable for any special, indirect or consequential damages relating to or arising from an interruption in service. In the event of any interruption of service, both parties shall be prompt and diligent in attempting to remove and overcome the cause of the interruption, and nothing contained herein shall be construed as permitting JPA to refuse to deliver, or Customer to refuse to accept, Customer Energy Services after the cause of interruption has been removed.

3.05 The Customer agrees and acknowledges that DEC currently owns all of the Facilities and is responsible for the operation, repairs, and maintenance of such Facilities on behalf of JPA. The parties further agree and acknowledge that the DEC is the agent of the JPA with regard to delivery of the Customer Energy Services. The Customer shall contact the JPA or a designated agent regarding all issues of billing and customer service. For purposes of this Agreement, the Customer consents to allowing JPA, DEC, or any of their employees, agents or contractors on or in the Premises, to the extent necessary, and at all times that are reasonable in order to repair or maintain the Facilities.

ARTICLE 4
TOTAL CHARGE RATES AND CHARGES

4.01 Upon the Effective Date, the Customer shall pay on a monthly basis the formula rate charges calculated by JPA for all customers in Rate Class 2 based upon the Rate Class 2 formula rate charge attached hereto and marked as Exhibit A. Under no circumstances shall JPA derive a profit from the Customer. JPA reserves the right to include administrative costs and overhead expenses necessary for performing this Agreement.

The formula rate charges for Rate Class 2 shall be included in the books and records of the JPA.

a. The Customer agrees that the Appendix to Exhibit A is an illustration of the formula rate charges for Rate Class 2 and is provided for informational purposes only. The Customer further agrees that the amount of each of the JPA Charges in said Appendix is not a representation or warranty by the JPA as to the actual amount of the JPA Charges to be billed to Customer and Customer understands and acknowledges that the cost for the JPA Charges in said Appendix are only estimated budget forecasts which are not guaranteed and which are subject to change.

b. Any new or expanded Private Sector Area greater than 385,00 square feet will result in a recalculation under the formula for Rate Class 2.

c. Rates and charges paid by the Customer to JPA shall not be used to subsidize any other rate class, customer or JPA facility that does not benefit the Premises.

4.02 The JPA shall have the right to amend, modify, or change the rate schedule for Rate Class 2, subject to this Section, following forty-five (45) days' notice to the Customer and an opportunity for the Customer to contest the amendment, modification, or change at a hearing of the JPA Board of Representatives. A request for a hearing must be made within thirty (30) days of the notice of amendment, modification, or change of the rate schedule. Any amendment, modifications or changes by JPA to the rate schedule will not discriminate against the Customer and will be based on necessary adjustments to any or all elements of the JPA Total Charge and will be based upon the actual pass-through costs without including any JPA or DEC profits.

4.03 Energy Services provided by JPA to any building or other structure belonging to a third party that begins after execution of this Agreement by both parties shall not result in an increase in any costs to the Customer and the Customer's monthly charges under this Agreement shall be recalculated pursuant to the formula established for Rate Class 2.

4.04 JPA shall not charge the Customer nor shall the Customer pay for any Demand Charge-Facilities Financing as defined in Rate Class 2 (Exhibit A) for any month in which the Customer did not use or consume any Customer Energy Services from JPA.

ARTICLE 5
DELIVERY POINT

5.01 JPA rates are based upon the supply of Energy Services to the entire Premises through a single delivery and metering point. If JPA agrees to supply Energy Service to more than one Point of Delivery at the Premises, each Point of Delivery will be considered a separate service, provided however, meter readings shall be combined for billing purposes. Equipment which can transfer load between separately metered Energy Services may be allowed with the consent of the JPA.

5.02 The Parties acknowledge that the Energy Delivery Points described in Exhibit B of the Addendum as "Hyatt Regency Hotel, Canopy Rd. & "Q" St., Lincoln, NE 68508" is the

same as the Premises. The location of the connection point on the Premises between DEC's system and the Customer's system shall be agreed upon by the JPA and Customer and must be approved by DEC.

ARTICLE 6
PAYMENT AND BILLING

6.01 Charges for Customer Energy Services shall be calculated monthly in accordance with Article 4 above.

6.02 JPA shall be paid monthly for Customer Energy Services made available to the Customer. Payment is due and payable at the accounting office of JPA at 555 S. 10th Street, Suite 103, Lincoln, NE 68508 upon the Customer's receipt of the monthly billing statement and is delinquent if not paid to JPA within thirty (30) days from the date rendered. Billing statements for the Premises Point of Delivery shall be sent to TDP Phase Two, LLC, 440 North 8th Street, Suite 140, Lincoln, NE 68508, unless the Customer provides a different party or address. Any overdue balance is subject to a late charge of one percent per month.

6.03 Termination of Customer Energy Services may occur for nonpayment of an undisputed bill over sixty (60) days in arrears. JPA will provide written notice of delinquency status and termination thirty (30) days prior to termination of Customer Energy Services.

6.04 JPA may disconnect the Customer Energy Service to the Premises for the following causes:

a. Without notice in the event of a condition determined by JPA or DEC to be hazardous or unsafe to the general public or any part of the thermal energy system.

b. Without notice in the event of JPA determining that Customer equipment is being used in such a manner as to adversely affect the Facilities or Energy Services to the JPA.

c. Without notice in the event of any unapproved Parallel Production installations by the Customer.

d. Without notice in the event of a violation of the provisions of Article 12 of this Agreement.

e. Upon 30 days' written notice in the event of any other violation or noncompliance with this Agreement.

f. Upon 30 days' notice for failure of the Customer to provide and maintain to DEC unobstructed access to the Facilities by JPA.

6.05 JPA may terminate the Customer Energy Service to the Premises for the causes in Section 6.04 after providing the Customer written notice and such failure continues for more than thirty (30) days after written notice thereof from JPA unless such failure cannot reasonably be cured within such thirty (30) day period and Tenant shall within such period commence and diligently pursue the curing of such failure.

6.06 In the event this Agreement is terminated under any provision of Article 6 herein, the JPA reserves the right to seek damages from Customer to compensate JPA for all actual losses, costs, expenses and damages, but not indirect, special, incidental or consequential damages, suffered by JPA as a result of Customer's breach of this Agreement.

6.07 Upon termination of this Agreement under this Article 6, JPA and DEC shall have the right to enter the Premises and remove all of DEC's equipment including, without limitation, all meters installed therein.

6.08 If the Premises is reconnected after disconnection, JPA may include a reconnection charge covering the cost of restoring Customer Energy Services including labor, material and equipment billed to the JPA by the DEC.

6.09 If the Customer questions the accuracy of the calculations of any monthly statement for Customer Energy Services, it shall be deemed to be a disputed bill. The Customer must present the disputed points in writing within thirty (30) days to avoid termination for nonpayment pursuant to Section 6.02. JPA will provide in writing a response to the disputed points within twenty (20) days of the receipt of Customer's dispute. The Customer has the right to contest the remaining disputed points at a hearing of the JPA Board of Representatives. A request for a hearing must be made within ten (10) days of receipt of JPA's written response.

6.10 DEC's standard rules and regulations for providing Energy Services to the JPA as in effect during the Term of this Agreement and as may be amended shall be applicable to the provision of Customer Energy Services under this Agreement and are incorporated herein by this reference. JPA will provide the Customer a copy of the DEC's standard rules and regulations, including any amendments thereto. If there is a dispute regarding the DEC's standard rules and regulations, the Customer must present the disputed points in writing within thirty (30) days. JPA will provide in writing a response to the disputed points within twenty (20) days of the receipt of Customer's dispute. The Customer has the right to contest the remaining disputed points at a hearing of the JPA Board of Representatives. A request for a hearing must be made within ten (10) days of receipt of JPA's written response.

6.11 The Customer shall be responsible for payment of all applicable taxes due as a result of the service provided under this Agreement. The JPA shall include such taxes in the billing statement.

ARTICLE 7
SERVICE INSTALLATION

7.01 Prior to connection of the Premises to the Facilities, the Customer's piping and other equipment and controls must conform to DEC requirements or such other requirements of applicable governmental authorities or local utilities. It is the Customer's responsibility to obtain from applicable governmental authorities or local utilities, all information needed for the Customer's design of the Customer's heating and cooling equipment including but not limited to all required mechanical and control equipment, and the maximum pressure, flow and temperature available at the Point of Delivery.

7.02 The location of the Service Piping and Meters shall be determined by JPA in coordination with the Customer. Any piping installed without first determining the Point of Delivery shall be brought into conformance by the Customer upon notification by JPA. It is the Customer's responsibility to provide and maintain unobstructed access to the Meters for JPA. JPA, at its expense, (i) will cause the DEC to extend the Facilities under a Access Easement area abutting the Premises' Point of Delivery on the west, including causing DEC to make the service tap connection, to the Building and (ii) will cause DEC to design and install all other DEC equipment and controls needed in order for the DEC to deliver Energy Services to the New Building, on or before October 1, 2013 and in accordance with DEC requirements. The Point of Delivery, including service tap location and location of the meter shall be in a reasonable location as determined by DEC in coordination with the Customer.

7.03 JPA has obtained and will continue to have the necessary fee title or easements for the Facilities to provide Customer Energy Services to the Premises during the Term of this Agreement.

7.04 JPA will authorize the connection of Service Piping as soon as practical after final inspection by the appropriate authority(s) and DEC.

7.05 The Customer shall notify JPA and DEC of any expected changes in Customer Energy Services which requires delivery of thermal energy for heating or cooling purposes at a level which exceeds 110% of the Customer's prior maximum level of thermal energy delivered for heating or cooling purposes. Such notice shall be given at least twelve (12) months prior to the expected change.

7.06 The Customer shall provide any devices necessary to protect the Customer's equipment from loss or damage due to disturbances in Customer Energy Services. It is expressly understood that the JPA has no liability for any such loss or damage and Customer shall bear the risk of all such loss or damage.

7.07 The Customer shall provide unrestricted access to a location on the JPA side of the Point of Delivery for the installation, maintenance and operation of DEC operated cutoff valves and thermal energy metering equipment.

ARTICLE 8
METERING

8.01 The JPA shall cause DEC to furnish all Meters required to measure the Customer Energy Services supplied, and to keep such Meters accurate within the limits specified in 8.02.

8.02 Either party at its own cost and expense may, at any reasonable time, request that any Meter used for billing purposes installed pursuant to the Agreement be tested by DEC. If a Meter is found to violate tolerances set by equipment manufacturer's specifications or to be otherwise defective, the JPA shall cause the Meter to be repaired or replaced by DEC and at no cost to the Customer. Customer shall be afforded an opportunity to have its representative present during all testing which has been requested by the Customer.

8.03 If any test of the Meters discloses inaccuracy in excess of the equipment manufacturer's specifications, the Customer's billing statement shall be adjusted for:

a. If the period can be determined, the actual period during which inaccurate measurements were made;

b. If the period cannot be determined, the adjustments shall be made for the previous month or from the date of the latest test (if within the previous month) and for the elapsed period in the month during with the test was made. Overpayment shall be refunded to the Customer.

8.04 Should any Meter at any time fail to register or should the registration thereof be so erratic as to be meaningless, the amounts of Customer Energy Services provided shall be determined from the best data available.

ARTICLE 9
CONSTRUCTION AND GRADE CHANGES

9.01 The Customer shall be liable to JPA for (i) all costs incurred in the relocation and repair of Facilities necessitated by construction work or grade changes on the Premises or (ii) the Customer Area Ratio as defined in herein required by other changes to the Energy Services or circumstances beyond the control of JPA and/or DEC.

ARTICLE 10
SYSTEM DISTURBANCES

10.01 Customer will install corrective equipment, to be approved by DEC and meeting the specifications of local utilities, if DEC has reasonably determined the operation of the Customer's equipment would result in a violation of DEC's standard rules and regulations for providing Energy Services to the JPA.

10.02 The Customer will protect DEC's distribution systems from accidental or intermittent contamination from the Premises. No mixing of DEC and Customer potable water shall occur. DEC will not supply either hot or cold water for consumption by Customer.

10.03 The Customer shall be responsible for the isolation of Customer's potable water system from possible contamination contained from DEC's distribution system equipment.

ARTICLE 11
CUSTOMER PARALLEL OPERATION

11.01 The Customer shall only be allowed to interconnect thermal production equipment with the Facilities upon meeting written DEC's Parallel Production requirements which shall be part of DEC's standard rules and regulations for providing Energy Services to the JPA.

11.02 A Parallel Production system(s) may be installed and operated by the Customer or tenant of the Customer in circumstances when: (a) the JPA cannot or is not supplying sufficient amounts of Customer Energy Services for any reason other than those set forth in Sections 6.03 and 6.04; (b) the Customer has heating and cooling needs in excess of the capacity of the Customer Energy Services; (c) when the Customer or a tenant of the Customer is experimenting or operating a different heating and cooling technology than the steam and chilled water supplied by the Customer Energy Services supplied by the JPA; or (d) certain uses or situations on or in the Premises that require a substantially different cooling or heating requirement(s) than can be provided by JPA through the Customer Energy Services.

In the event that JPA cannot or is not supplying heating and cooling for any reason other than set forth in Sections 6.03 and 6.04, or is not due to (b) or (c) above, then the Customer may immediately begin operating a Parallel Production system(s). When Customer Energy Services are restored by JPA under (a) above, then the Customer shall cease operation of the Parallel Production system(s) unless (b), (c) or (d) above applies.

In the event the Customer anticipates that the Premises will need additional heating or cooling that may exceed the capacity of the Customer Energy Services under (b) above, then the Customer shall consult with JPA and DEC before operating any Parallel Production system(s). If the JPA and DEC can reasonably supply the needed heating and cooling, within the time reasonably needed by the Customer, then the Customer shall accept such Customer Energy Services from JPA as long as the Rate Class 2 formula is not increased. If the JPA and DEC cannot supply all necessary heating and cooling for the Premises, then the Customer shall accept and pay for the maximum amount of heating and cooling that can be supplied by the JPA and DEC and the Customer shall be permitted to supplement the heating and cooling with its Parallel Production System(s).

In the event the Customer or a tenant of the Customer seeks to experiment or operate a new heating and cooling technology on the Premises under (c) above, then the Customer or Customer and tenant shall consult with JPA and DEC before beginning any

experiment or operation of the new technology that affects the heating and cooling system of the Premises. For purposes of experimentation or operation, the Customer may request a reduction in the amount of heating and cooling needed for the Premises during such experiment or operation. The Customer shall also be responsible for insuring that any such new heating and cooling technology complies with all applicable state and local statutes, codes, and rules for development or operation of heating and cooling equipment and facilities. If (c) above applies, then JPA may resume supply of Customer Energy Services on a date and time that the JPA and Customer or the tenant of the Customer may agree upon. The Customer agrees to indemnify and hold the JPA and DEC harmless from any direct damages to the operation, maintenance, repair to the Customer Energy Service, resulting from the negligent design, construction, installation, operation, maintenance, repair, or removal of any heating and cooling system owned or operated by the Customer or a tenant of the Customer.

ARTICLE 12
ASSIGNMENT AND SUCCESSORS

12.01 The Premises and Plant Site shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to this Agreement and shall inure to the benefit of, shall run with the land, an shall be binding upon the Premises and Plant Site (hereinafter referred to individually as a "Parcel" and collectively as the "Parcels") and each of which shall apply to and bind the heirs, assignees and successors in interest of each and every owner of a Parcel or Parcels. The provisions of this Agreement shall be binding upon parties and their successors and assigns; provided, however, that the obligations of parties pursuant to this Agreement shall be binding upon such party and its successors and assigns only during their respective periods of ownership.

12.02 Subject to Section 12.01, this Agreement shall not otherwise be assigned in whole or in part by either party without the prior written approval of the other party. This Agreement shall be binding upon the successors and permitted assigns of each party.

ARTICLE 13
INDEMNIFICATION

13.01 The Customer shall, to the extent and as permitted by law, indemnify and hold JPA and DEC and their directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent or intentional acts, errors, or omissions of the Customer or caused by the breach of any of the representations, warranties or covenants of the Customer herein arising out of or in connection with the delivery of Customer Energy Services under this Agreement. Under no circumstances shall the Customer and its manager, members, directors, officers, employees, contractors, or agents, be liable to the JPA and DEC for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages.

13.02 The JPA shall, to the extent and as permitted by law, indemnify and hold the Customer and its manager, members, directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent or intentional acts, errors, or omissions of JPA or caused by the breach of any of the representations, warranties or covenants of the JPA herein arising out of or in connection with the delivery of Customer Energy Services under this Agreement. Under no circumstances shall JPA and its directors, officers, employees, contractors, or agents, be liable to the Customer for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages.. Nothing herein shall be construed to constitute a waiver of sovereign immunity to the extent applicable.

ARTICLE 14
NOTICES

14.01 Except as otherwise provided herein, any notices or communications permitted or required herein shall be deemed given where sent in writing by first class mail with sufficient postage affixed thereto to the following addresses of the parties. Notice shall be deemed to be given 3 days following the date such notice is delivered to the United States Postal System or upon the date of actual delivery to the Party if another delivery system is used.

a. If to the JPA: 555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to Customer: TDP Phase Two, LLC
440 N. 8th Street
Suite 140
Lincoln, Nebraska 68508

ARTICLE 15
ENTIRETY

15.01 This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Notwithstanding any indication to the contrary in this Agreement, Customer acknowledges that DEC is not a party to this Agreement and that Customer's sole rights and remedies with respect to the matters contained and described in this Agreement are against the JPA and not DEC. All prior written or oral understanding, offers or other communications of every kind pertaining to the sale of Customer Energy Services to the Customer by JPA are hereby superseded and replaced.

ARTICLE 16
FORCE MAJEURE

16.01 If JPA shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through strikes, lightning, rain, wind, riots, fire, flood, invasion, insurrection, civil commotion, accident, equipment failures, the order of any court, judge or civil authority, war, any act of God, the public enemy, or any other similar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, JPA shall be excused from whatever performance is prevented by such event to the extent so prevented, and JPA shall not be liable for any damage or loss resulting there from.

ARTICLE 17
ADDITIONAL PROVISIONS

17.01 Pursuant to Section 3.01 of the Energy Service Agreement, JPA warrants and represents the following:

a. the DEC and JPA have determined that there will be, during the term of this Agreement, availability of Energy Services and Facilities to provide Customer Energy Services to the Premises.

b. DEC has advised JPA of the available capacity, pressure and temperature for Energy Services and JPA will cause DEC to provide the available capacity, pressure and temperature for Customer Energy Services to the Customer or Customer's design team.

17.02 It is intended by the parties that this Agreement and the incorporated, attached and referenced documents shall be an integrated contract, but that invalidation of any of its provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect unless such court action shall materially change the intent of this Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

17.03 A Memorandum of this Agreement shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Premises and Plant Site, at the Redeveloper's expense.

17.04 This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate politic of the State of Nebraska

_____ By: _____

Secretary Chair

TDP PHASE TWO, LLC

By: WRK Management, LLC, Manager of TDP Phase Two, LLC

By: WRK, LLC, Manager of WRK Management, LLC

By: _____

William D. Scott, Co-Manager of WRK, L.L.C.

By: _____

Robert E. Scott, Co-Manager of WRK, L.L.C.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Chair of the Board of Representatives of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

_____

Notary Public

[v1 5-14-13]

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William D. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase Two, LLC, a Nebraska limited liability company.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert E. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase Two, LLC, a Nebraska limited liability company.

_____
Notary Public

EXHIBIT A

RATE CLASS 2 RATE SCHEDULE

APPLICABLE: The Customer will be placed on this rate upon the Effective Date of the Customer Service Agreement.

CUSTOMER ENERGY SERVICE: Customer Energy Service shall be as defined in Article 1 of the Customer Service Agreement.

BILL: Demand Charges (Facilities Financing and Other) + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + All Applicable Taxes (if any) based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS typically range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates or a date agreeable with the JPA for final readings. There will be twelve billing periods per year.

RATE: (Elements)

Demand Charge – Facilities Financing	$_____ per Billing Period
Demand Charge – Other	$_____ per Billing Period
Commodity Charge for Chilled Water	$_____ per MMBTU for cooling thermal energy per Billing Period
Commodity Charge for Hot Water	$_____ per MMBTU for heating thermal energy per billing period

Customer's Monthly Demand Charge – Facilities Financing for each billing shall be:

(Customer Area Ratio) x (Private Sector Share) x (Total Annual Cost of Debt Service "TACDS") - Customer's Total Annual Savings on Debt Service "Customer's TASDS" ÷ 12 = monthly payment.

Example (assumes the Premises is 135,000 SF, the Private Sector Area is 385,000 SF, the Public Sector Area is 460,000 SF, TACDS is $1,127,687, and Customer's TASDS is $63,613.11):

(Customer Area Ratio x Private Sector Share x TACDS) – (Customer's TASDS) ÷ 12 = Monthly Payment

(.35065 x .31 x $1,127,687.00) – ($32,636.00) ÷ 12 = $7,495.44/month

[v1 5-14-13]

Calculation of Customer's Monthly Demand Charge – Other:

> The Customer's Monthly Demand Charge-Other for each billing shall be the result of the monthly JPA Demand Charge – Other from DEC for the same billing period divided by the Total Area available to receive Energy Services times the total sq. ft. of the Premises.

Customer's Monthly Commodity Charge:

> The Customer's Monthly Commodity Charge shall be the Customer's actual share of the JPA Monthly Commodity Charge based upon the meter reading at the Point of Delivery for the Premises.

Upon request of Customer, JPA will, if practical, provide recorded energy consumption readings for the purpose of allocating Demand and Commodity Charges.

MINIMUM BILL: (Demand Charge – Facilities Financing) + (Demand Charge – Other) + applicable taxes. The minimum bill shall be subject to the limitations in Article 4.

SAMPLE BILLING STATEMENT

APPLICABLE: The Customer will be placed on this rate upon the Effective Date of the Customer Energy Service Agreement.

CUSTOMER ENERGY SERVICE: Customer Energy Service shall be as defined in Article 3 of the Customer Service Agreement.

BILL: Demand Charges (Facilities Financing and Other) + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + + applicable taxes; based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS will range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates or a date agreeable with the JPA for final readings. There are twelve billing periods per year.

RATE: (Elements)

Demand Charge – Facilities Financing:	$_____ per Billing Period
Demand Charge – Other:	$_____ per Billing Period
Commodity Charge for Chilled Water:	$_____ per MMBTU for cooling thermal energy per Billing Period
Commodity Charge for Hot Water:	$_____ per MMBTU for heating thermal energy per billing period
Applicable Taxes	$_____
TOTAL:	$_____

[v1 5-14-13]

APPENDIX TO EXHIBIT A

A. DEMAND CHARGE – FACILITIES FINANCING

Assumptions:	Square feet
Premises	135,000
Private Sector Area	385,000
Public Sector Area	460,000
Total Area	845,000
Customer Area Ratio	135,000 ÷ 385,000 = .35065

Amount of Total Indebtedness	$ 19,500,000.00
Annual Interest Rate	4.0%
Term – Years	30
Annual Cost of Debt Service on Total Indebtedness	$ 1,127,700.00
Private Sector Share	31%

Amount of Total Indebtedness	$ 19,500,000.00
Total Aid to Construction Payments	$ 1,275,000.00
Amount of Total Financed Indebtedness	$ 18,225,000.00

Annual Interest Rate	4.0%
Term – Years	30
Annual Cost of Debt Service on Total Financed Indebtedness	$ 1,053,954.00
Total Annual Savings on Debt Service *($1,275,000 - $1,053,954 = $73,733.38)*	$ 73,733.38
Customer Aid to Construction Payment	$ 564,345.00
Customer's Total Amount of Annual Savings On Debt Service *($564,345 ÷ $1,275,000 x 73,733.38)*	$ 32,636.00

B. JPA DEMAND CHARGE – OTHER

Electrical Demand Charge (based upon LES Experience)	$ 444,000.00/year
O&M Demand Charge	$ 312,000.00/year
TOTAL	$ 756,000.00/year

[v1 5-14-13]

C. JPA COMMODITY CHARGE (estimated)

Estimate Chilled Water Commodity Charge	$ 66,670.00/year
Estimate Hot Water Commodity Charge	$ 94,943.00/year
TOTAL	$ 161,613.00/year

The above JPA Demand Charge – Facilities Financing is a budget forecast based upon the estimated cost of the Facilities to be financed by the issuance of bonded indebtedness in the amount of $19.5 million with an assumed annual interest rate of 4% and 30 year term.

The above JPA Demand Charge – Other and JPA Commodity Charge are estimated charges based upon budget forecasts for the 2014 operating year (first full year of DEC operation of the Facilities) using historical costs at other DEC facilities.

NEW OR EXPANDED SQUARE FOOTAGE: Any new or expanded private sector square footage greater than 385,000 square feet will result in a recalculation under the formula for Rate Class 2 as described in Section 4.01 b. of the Agreement.

Return the Original to:

City Attorney's Office
Attention: Chris Connolly
555 South 10th Street
Lincoln, NE 68508

MEMORANDUM OF CUSTOMER ENERGY SERVICE AGREEMENT
HYATT REGENCY HOTEL

This Memorandum of Customer Energy Service Agreement ("**Memorandum**") is entered into as of this ____ day of _____, 2013 ("**Effective Date**"), by and between West Haymarket Joint Public Agency, and its successors and assigns ("**JPA**") and TDP Phase Two, LLC, a Nebraska limited liability company, and its successors and assigns ("**Customer**").

1. Customer Energy Service Agreement and Premises. The JPA, and Customer have entered into that certain Customer Energy Service Agreement dated as of this even date ("**Customer Agreement**"), describing the delivery of Customer Energy Services as defined in the Customer Agreement be delivered to its approximately 135,000 square feet of hotel and residential improvements on property generally located on the northwest corner of Canopy Street and Q Street on property legally described as **Lot 3, Block 4, West Haymarket Addition, Lincoln, Lancaster County, Nebraska ("Premises")**.

2. **Plant Site**. The JPA and the District Energy Corporation ("**DEC**") have entered into an Energy Services Agreement, dated October 1, 2011 wherein the JPA and DEC agreed for the DEC to construct a district energy plant on **Lot 1, Block 6, West Haymarket Addition, Lincoln, Lancaster County, Nebraska** ("**Plant Site**") and distribution system equipment within public right-of-ways or easements and provide Energy Services (as defined in the Energy Services Agreement) to the public arena and certain other private buildings and facilities in the West Haymarket Redevelopment Area, including the Premises.

3. **Term**. The Customer Agreement shall remain in effect and binding upon the Customer and JPA and their assigns for thirty-five (35) years from the substantial completion of the building improvement located upon the Premises or other date mutually agreed upon by the parties ("**Completion Date**"); provided that, the Customer shall have the exclusive option to extend the Customer Agreement for additional five (5) year terms through the useful life of the building improvements located on the Premises. The Customer shall provide written notice of

exercising an option not less than one year prior to expiration of the Agreement or an option term.

4. **Inquiries**. Except as otherwise provided herein, any inquiries, notices or communications may be sent as follows:

a. If to the JPA: 555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to Customer: TDP Phase Two, LLC
440 N. 8th Street
Suite 140
Lincoln, Nebraska 68508

5. **Remaining Terms**. The rest and remaining terms of the Customer Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Customer Agreement may be inspected at the office of the City Clerk of Lincoln, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Memorandum has been executed as of the date first above written.

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate politic of the State of Nebraska

_____
Secretary

By: _____
Chair

TDP PHASE TWO, LLC

By: WRK Management, LLC, Manager of TDP Phase Two, LLC

By: WRK, L.L.C., Manager of WRK Management, LLC

By: _____
William D. Scott, Co-Manager of WRK, L.L.C.

By: _____
Robert E. Scott, Co-Manager of WRK, L.L.C.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Chris Beutler, Chair of the Board of Representatives of the West Haymarket Joint Public Agency, a political subdivision and corporate body politic of the State of Nebraska, on behalf of the West Haymarket Joint Public Agency.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by William D. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase Two, LLC, a Nebraska limited liability company.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert E. Scott, Co-Manager of WRK, L.L.C. on behalf of TDP Phase Two, LLC, a Nebraska limited liability company.

_____
Notary Public

WH 13-59 Introduce: 6-14-13

RESOLUTION NO. WH- _____

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

That the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to enter into a Furniture Contract with Office Interiors & Design for the purchase, delivery and installation of Systems Office Furniture (Bid No. 13-105), and with Sheppards Business Interiors, Office Interiors & Design, and AOI Corporation for the purchase, delivery and installation of Arena Furniture (Bid No. 13-160).

Adopted this _____ day of _____, 2013.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Chris Beutler, Chair

_____
Tim Clare

_____
Doug Emery