

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD WEDNESDAY MARCH 30, 2011 AT 3:30 P.M.

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

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

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

3. Approval of the minutes from the JPA meeting held March 10, 2011 (Chair Snyder)
 - (Staff recommendation is for the JPA Board to approve the minutes as presented)
4. West Haymarket Progress Report (Jim Martin)
 - Public Comment
5. Bill No. WH 11-25 Resolution conditionally authorizing M.A. Mortenson Company (Construction Manager) to commence Construction Related Services and incur costs therefore. (Paula Yancey / Jim Martin)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
6. Bill No. WH 11-26 Resolution to approve the Land Exchange Agreement between the West Haymarket Joint Public Agency, City of Lincoln, Nebraska, and Star City Federal LLC, pertaining to an exchange of land between the parties to accommodate construction of the 10th and Salt Creek Roadway Project including construction of certain parking lot improvements on property Star City Federal is acquiring in order to make Star City Federal whole from any loss of parking and functionality at its existing parking lot operation. (Peo)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
7. Bill No. WH 11-27 Resolution to approve Change Order No. 2 to the Agreement with General Excavating, Inc. for additional work associated with diesel plume remediation. (Miki Esposito)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
8. Bill No. WH 11-28 Resolution to approve a contract with TCW Construction Inc. for construction of the Haymarket Infrastructure Improvement, 10th and Salt Creek Roadway, Project No. 870304 (Bid No. 11-053) for a cost of \$2,787,464.22. (Figard)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

9. Set Next Meeting Date: Thursday April 14, 2011 3:30 P.M. (City/County Bldg Room 303)

10. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
March 10, 2011

Meeting Began At: 9:04 A.M.

Meeting Ended At: 10:20 A.M.

Members Present: Tim Clare, Jayne Snyder, Chris Beutler

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

Chair Snyder opened the meeting and advised that the open meetings law is in effect and is posted in the back of the room.

Item 2 – Public Comment and Time Limit Notification

Snyder 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 February 16, 2011

Snyder asked for any corrections or changes to the minutes from February 16, 2011. Hearing none, Clare motioned for approval of the minutes. Beutler seconded the motion. Motion carried 3-0.

Item 4 – West Haymarket Progress Report

Jim Martin, Program Manager with SAIC, came forward and distributed a progress report to the Board. He explained that these reports will be e-mailed out to the Board monthly. He asked that they let him know if they still wish to receive hard copies.

Martin reported that the conceptual estimates done in January still stand. The 10th and Salt Creek project went out for bid on March 4th and closes at the end of the month. Once that comes back there will be a real hard budget for the first time on a project. As each contract is awarded, Martin will update the estimates and monitor them every month in the report.

The schematic design package for the arena was estimated to be 100% complete on February 25th. DLR and their partners were moving so quickly into design development, they have held off on issuing the entire package. DLR has sent a great deal of information to Mortenson and they are working on their first construction estimate which is anticipated by March 25th.

The master schedule has been updated, but is largely conceptual at this point. The infrastructure projects are moving along well and are in line with the schedule and budget. The site for District Energy has been selected; it will be located just south of Q Street in what is called the second garage. The design for the outlying intersections located at Sun Valley and West O Street and 1st and Cornhusker are being held until a funding source is found for them. The first closing with Burlington Northern has taken place and the critical path issue is the second closing in May.

Clare stated that he has been asked if the Board could consider two readings on a resolution before it is voted on and approved. He asked Martin if that would be feasible with the timeline this project is on. Martin felt that it was not feasible and explained that future resolutions coming to the Board will be time critical. For example, when the 10th and Salt Creek project is awarded it will be imperative to move it forward so work can be completed prior to the first football game. When a resolution is brought forward it has been carefully reviewed by staff who are recommending approval. Snyder added that as a member of the City Council they have first, second and third readings prior to a vote. She feels that process would be inappropriate for this agency due to the speed at which things are moving.

Clare requested that Martin update the Board on the status of internships. Martin advised that he met with Dr. Ted Weidner and Richard Byfield to discuss having a group of interns meet with the West Haymarket team so that they get an understanding of how each piece fits into the program. The University will do the vetting and the team will meet with the University to schedule regular meetings with the intern groups.

Item 5 – Approval of Payment Registers

Don Herz advised that there are two payment registers before the Board. One is a check register listing for the month of February for a total of \$978,022. The other shows the transfers for the work Public Works did in the same period for \$34,481. Herz pointed out that the payment made to the City of Lincoln was for approximately three months of salaries for three City positions. Other than that payment, the rest are similar to ones that have been brought before.

Snyder noted that there are some amounts toward the end with a negative sign on them. Herz explained that those may indicate a credit, but he will check with the accountant. From a budget perspective, everything is looking good.

Snyder asked for comments from the public. Hearing none, Clare made a motion to approve the payment registers. Beutler seconded the motion. Motion carried 3-0.

Item 6 – Review of the February 2011 Expenditure Reports

Herz informed the Board that all of the encumbrances are now included on the Construction Expenditure Report dated March 3, 2011. The Board will now have a complete set of expenditures and the commitments that have been made. On March 3rd there were about \$22 million of encumbrances in addition to \$57 million in expenditures. As new contracts are added the encumbrances will be included and they can be tracked better.

In the Operating Expenditure Report, the amount in Misc Contractual Services is for the salaries of the three individuals that the JPA is reimbursing the City for. Those amounts are now up to date. Clare asked if these reports are posted on the website and if they are in a format easily read and understood. Herz answered that the reports are on the website in the same format given to the Board.

Herz informed the Board that collection of the Occupation Tax began in January and the first amounts were due at the end of February. As of Monday \$743,000 has been collected. The bar and restaurant tax can be paid quarterly, so Herz won't have a complete picture until April. Some of the revenues, such as car rentals and hotels, will be somewhat seasonal. Herz is comfortable with the numbers as they are on target and may slightly exceed estimates.

Snyder asked for comments from the public. No one came forward.

Item 7 – Bill No. WH 11-19 Resolution to approve the financial audit and management letter from BKD CPA's for the period ending August 31, 2010

Herz introduced Roger Watton, Partner with BKD, and Jamie Johnson, Audit Manager with BKD, who acted as the primary reviewer for the JPA audit. Watton expressed his appreciation for the opportunity to serve in the first audit of the JPA. This audit went through the first fiscal year ending August 31, 2010. It is a clean unqualified opinion. While the financial transactions only run through August 31st, the footnotes extend out to the end of January with regard to commitments and bond issues.

Johnson reviewed the Financial Statements and noted that this audit is stand alone and does not include the City's operations. The format mirrors the City's, bringing in all capital assets and debt at the government wide level. Page 6 shows an overall picture starting out with the project fund. The accruals necessary to get to a Government Wide Presentation show up through the adjustments column where capital assets and deferred charges related to debt are included. Page 7 shows the annual activity of the project fund and the adjustments to get to the Government Wide Presentation, which is where it looks most similar to a private company or business. Note 6 on page 13 addresses the major activities that began to occur after the end of the fiscal year, such as debt offerings and contracts. This was included in the footnotes to point out that these major items occurred subsequent to the audit period but prior to the date the report was issued.

Johnson explained that they were required, per auditing standards, to issue an audit communication letter which includes the auditing scope and critical items in the financial statements. There were no items in the alternative accounting treatments that were questioned; everything was in good order. BKD noted that any related party transactions, which are transactions occurring between the JPA and the City, should be monitored. No audit adjustments were proposed, the accounting principles are in good order, and any other items in the listing are all very good. There were no issues found in procurement related to the JPA however they did have a comment they made to the City as a whole. They highlighted that the JPA should ensure that procurement policies are strong and in place as this is a highly scrutinized agency.

Snyder asked for an example of the related party transactions. Johnson said one example is in Note 5 of the financial statements which point out the administrative services and those fees that are being charged between the City of Lincoln and the JPA. Those would be the salaries that the City pays out and then requests reimbursement from the JPA. Those need to be included in the JPA's financial statement and for added disclosure BKD also placed them in the notes. Watton added that another example would be the expenditures made by the City that were then transferred into the JPA as part of the governance shown on page 7.

Clare noted that this audit accounted for two months of activity which included a very limited number of transactions. He inquired if there were any items the JPA could do better in regards to policies and procedures to prepare for a full audit next year. Johnson advised that the City is well equipped to handle the speed with which the project is moving. The City also operates in a fund accounting system and is careful to make sure that each cost is allocated to the proper fund and properly accounted for. Watton added that everything they have seen in the reports provided show that the agency has gone the extra mile in transparency and disclosure.

Clare asked if the audit information would be on the website. Herz indicated that the audit report will have a separate link specifically identified, so it doesn't get buried in the meeting attachments.

Snyder asked for comments from the public. Hearing none, Clare made a motion to accept the financial audit and management letter. Beutler seconded the motion. Motion carried 3-0.

Item 8 – Bill No. WH 11-20 Resolution to approve Memorandum of Understanding with N Street Company LLC (Alter Scrap Metal) regarding the purchase of property for the West Haymarket Project

Dan Marvin advised the Board that the item before them is a Memorandum of Understanding (MOU) between the JPA and Alter Scrap. There are very few property owners in the pathway of this development and the single largest is Alter Scrap. Marvin has been working with them rather intensely for the last six months and the culmination of that is this agreement. One of the key milestones that has to be reached is the second closing with Burlington Northern on May 8th. Part of the closing requirement is obtaining approval from the Surface Transportation Board (STB) to remove the spur track. In order to obtain approval, those property owners who are served by the spur must agree to have it removed. The spur serves both Alter Scrap and Watson Brickson. Watson Brickson has agreed to sign a letter that would go to the STB saying they don't care about the removal of the spur. This agreement would have Alter Scrap signing a similar letter that would go to the STB saying they would also not object to the removal of the spur. The spur is an important part of Alter's business, so it wasn't an easy task to get this agreement. The railroad won't remove the spur until Amtrak is relocated to its new site sometime in June or July of 2012, therefore Alter can continue to operate into 2012. Marvin is working with them find a new location and assist them in whatever way he can.

Rick Peo pointed out that there is a substitute agreement with this resolution. He was still in negotiations with Alter and Burlington Northern last Friday when the agenda and documents had to go out. He did not get an official comment back from Burlington Northern until yesterday as

to the terms and covenant they want Alter to sign. Alter agreed to the terms and Peo was able to get put the final draft of the MOU and covenant together yesterday afternoon. It does not add anything to the City's responsibilities it's only a clarification between Alter and Burlington Northern.

Snyder asked for comments from the public. Hearing none, Beutler made a motion to amend WH 11-20. Clare seconded the motion. Motion carried 3-0. Beutler then made a motion to adopt the resolution. Clare seconded the motion. Motion carried 3-0.

Item 9 – Bill No. WH 11-21 Resolution to approve NPDES/NPP Signatory Authorization Form naming Jayne Snyder, Chair, and Dan Marvin, Project Administrator, as Authorized Representatives to sign on behalf of the JPA

Miki Esposito explained that the Environmental Team is working with NDEQ on a site wide dewatering permit under the Clean Water Act. The area for this permit essentially covers the entire Haymarket site. This signatory authorization form is a procedural item designating Jayne Snyder as a cognizant official eligible to sign the permit. An authorized representative is also needed to receive information from NDEQ and complete the monitoring reports. With the Board's approval Dan Marvin has been elected to be that authorized representative.

Snyder asked for comments from the public. Hearing none, Beutler made a motion to approve the resolution. Clare seconded the motion. Motion carried 3-0.

Item 10 – WH 11-22 Resolution to approve the Notice of Intent for Requesting Dewatering Discharges Authorization under the General NPDES Permit NEG671000

Esposito indicated that this item is a little out of the ordinary. Generally the responsibility is put onto the contractors to fill out these dewatering permits and the liability lies with them. NDEQ has asked the Environmental Team to handle this with a site wide dewatering permit because the entire site has contaminated groundwater. The Environmental Team will facilitate the permit and ensure environmental compliance. The Team welcomes that responsibility so that they can deal with any issues up front. In order to manage the permit, provisions will be included in the contract for the contractor to become a co-permittee and be charged with following the environmental contingency plan that has been developed by the Team.

Snyder inquired if there will be one person on staff responsible to make sure NDEQ policies are followed by all of the construction permittees. Esposito will be the responsible person and she will be working closely with Frank Uhlarik from Benesch who will be filling out the Discharge Monitoring Reports each month. They have been coordinating with the Infrastructure Team to monitor which projects they are bringing forward. They will be on site when dewatering activities are scheduled. The groundwater will require testing by the Environmental Team and they will determine what happens to the groundwater depending on the results. Esposito will be very closely involved with each individual project coming forward within the site.

Beutler observed that once the permit is place there will be responsibilities that attach fines and penalties in the event the responsibilities are not met. He asked Esposito to describe the

relationship between the contractors and the City with regard to these liabilities. Esposito noted that under normal circumstances, the contractors are responsible for obtaining these permits. With this project, there will be a provision in the contracts that they become a co-permittee under the site wide permit and are separately liable if a problem exists. With this being an area of sensitivity, the State is looking to the JPA as the responsible party for dewatering activities even though there is a contractual relationship with the contractor. Therefore, it is best for the Environmental Team to be involved right away and be proactive instead of reactive.

Clare asked if NDEQ will give the Environmental Team a plan to mitigate any future water migration onto the site. Esposito didn't know the actual migration patterns, but noted that it is all going towards Salt Creek. Salt Creek is NDEQ's greatest concern because when dewatering to storm, it all ends up in the creek. Aside from the Title 200 diesel plume, there is no other identified major source of pollution. This area is classified as a Remedial Action Classification 3 because the groundwater is not drinkable and is dirty, but the levels vary all over the site. NDEQ is not concerned about a particular source but is concerned about the constituents that may be in the groundwater.

Clare observed that there was a lot of talk about the environmental concerns on this site prior to the election and asked if this was something that was budgeted and planned for. Esposito answered that this was not a surprise and is manageable within the schedule and budget.

Snyder asked for comments from the public. Hearing none, Beutler made a motion to approve the resolution. Clare seconded the motion. Motion carried 3-0.

Item 11 – Bill No. WH 11-23 Resolution to approve Change Order No. 1 to the Agreement with General Excavating, Inc. for additional work associated with diesel plume remediation

Esposito introduced Ernie Castillo with Urban Development who has been administering the Title 200 contracts with Benesch. The Environmental Team is made up of a number of people, but Urban Development has been a good partner in pursuing the Brownfield redevelopment project.

Esposito presented an Environmental Milestones sheet that she and Castillo put together. This will give the Board an idea of the project schedule. They are trying to meet the initial site preparation date of May 23, 2011. A two and a half month window for weather and other delays was built into the schedule. The initial completion date for this contract was March 9th and the Change Order has a revised completion date of May 10th, leaving 13 days to get to the initial site preparation complete. The contractor has said that things are going very well and they should come in well ahead of the May 10th date.

Esposito provided the Board with a substitute Change Order. Items 1 and 4 on the original Change Order needed further refinement and will be brought back to the Board at the next meeting. Esposito then reviewed the revised Change Order: (1) Revises the wording to authorize the contractor to reroute the existing sewer line instead of bypass pumping it. This was agreed to on the condition that the JPA would not pay any more than the lump sum previously

agreed to. (2) There were 14 wells registered with the State of Nebraska that were anticipated, however, they have found 12 additional wells that were not registered. The contractor has removed those wells, which increases the estimated quantity and subsequently leads to a \$7,416 increase in the contract price. (3) The contractor is requesting a 7 day extension due to a weather delay that occurred during the first part of February. (4) The contractor is requesting a 25 day extension due to an overhead power line that was supposed to be removed by Burlington Northern. When the time came for removal, there was a lot of back and forth about when that would occur. General Excavating stepped forward and said they would do it to stop the delay. (5) The cost associated with the removal of the overhead power line, \$8,500, will be paid to General Excavating instead of Burlington Northern. (6) The contractor is requesting a 2 day extension due to a similar situation with the demolition of a remediation shed. The work was supposed to be done by Burlington Northern but General Excavating completed the work to limit further delays. (7) The cost associated with the removal of the shed, \$2,425, will be paid to General Excavating instead of Burlington Northern. (8) The contractor is requesting a 28 day extension due to a large increase in the square footage of sheet piling. The initial estimates were found to be low when they were sent to Burlington Northern for approval. The shoring supports the existing rail line and must be done according to the standards set by Burlington Northern.

Esposito pointed out that she will be coming back in two weeks to ask for a cost increase due to the additional square footage of the shoring. They are further refining what that cost will be to make sure that it is correct, but they know it will be a substantial increase to the contract. Even with the increase it is within the budget and there will be grant funding coming into the project.

Clare asked if there was an estimate on how this increase will affect the overall project budget. Esposito advised that the original contract was just over \$800,000 and will probably end up at over \$1 million. That amount will be reduced by \$800,000 available in the State fund and so the overall JPA cost should come in at about \$400,000 to \$500,000.

Snyder asked for comments from the public. Hearing none, Beutler made a motion to Amend #1. Clare seconded the motion. Motion carried 3-0. Clare then made a motion to approve WH 11-23. Beutler seconded the motion. Motion carried 3-0.

Item 12 – Bill No. WH 11-24 Resolution to approve Amendment No. 4 to Consultant Agreement between the JPA and SAIC to provide professional services in connection with the design and construction of multiple facilities near downtown Lincoln otherwise known as the West Haymarket Redevelopment Project

Dan Marvin explained that SAIC was selected as the Program Manager last August and have been working under a temporary contract since that time. That contract has been amended a couple of times in order to work through coordination issues with Public Works and the other teams to ensure there is no duplication of tasks. Negotiations began at the end of December which ultimately resulted in the contract before the Board today. Marvin feels the JPA has a great value in having SAIC work on this project so that it can be completed on time and under budget. He therefore recommends approval.

Snyder inquired as to who was originally going to provide professional services for the project or if it was budgeted this way. Marvin answered that the Program Manager was included in the overall soft dollar budget. They went through an RFP process to find a Program Manager which is how SAIC was selected. This will be the last major professional services contract that will be brought before the Board. With this final contract, Marvin believes that the soft dollar contracts will be under what was budgeted.

Rick Peo added that this contract substantially follows the interim SAIC contract with a few changes. The insurance requirements were increased to reflect what is required under the agreements with Burlington Northern. The interim contract had a total liability limit of \$2 million. Peo deleted this provision believing it to be too low and inappropriate. Through further negotiations, SAIC has asked for that clause to be reinserted. The City's Risk Manager indicated that he would find a cap of \$5 million acceptable. If it is agreeable to the Board, Peo would like to have a verbal amendment to allow the reinsertion of Paragraph D to Article XV from the interim contract, with an increase in the dollar amount from \$2 million to \$5 million. Snyder asked if this change would add any costs to the contract. Peo stated that it would not change the contract cost at all.

Snyder asked for any comments from the public. Deena Winter came forward and noted that this item includes a contract with PC Sports asked why that's being added. Marvin answered that PC Sports will serve as a sub advisor to SAIC similar to the DLR contract in which DLR is the lead architect and they have a number of subs under them advising on a variety of issues. PC Sports would serve in that capacity as well.

Hearing no other comments, Beutler made a motion to adopt the resolution to approve Amendment #4 with the addition of a subsection D to Article XV that being a total liability provision with identical language to the interim contract, increasing the amount from \$2 to \$5 million. Clare seconded the motion. Motion carried 3-0.

Item 13 – Set Next Meeting Date

The next meeting will be held on Wednesday March 30, 2011 at 3:30 P.M. in Council Chambers.

Meeting adjourned at 10:20 A.M.

Prepared by: Melissa Ramos-Lammler, Engineering Services

ENVIRONMENTAL MILESTONES

Petroleum Remediation (Title 200 work)

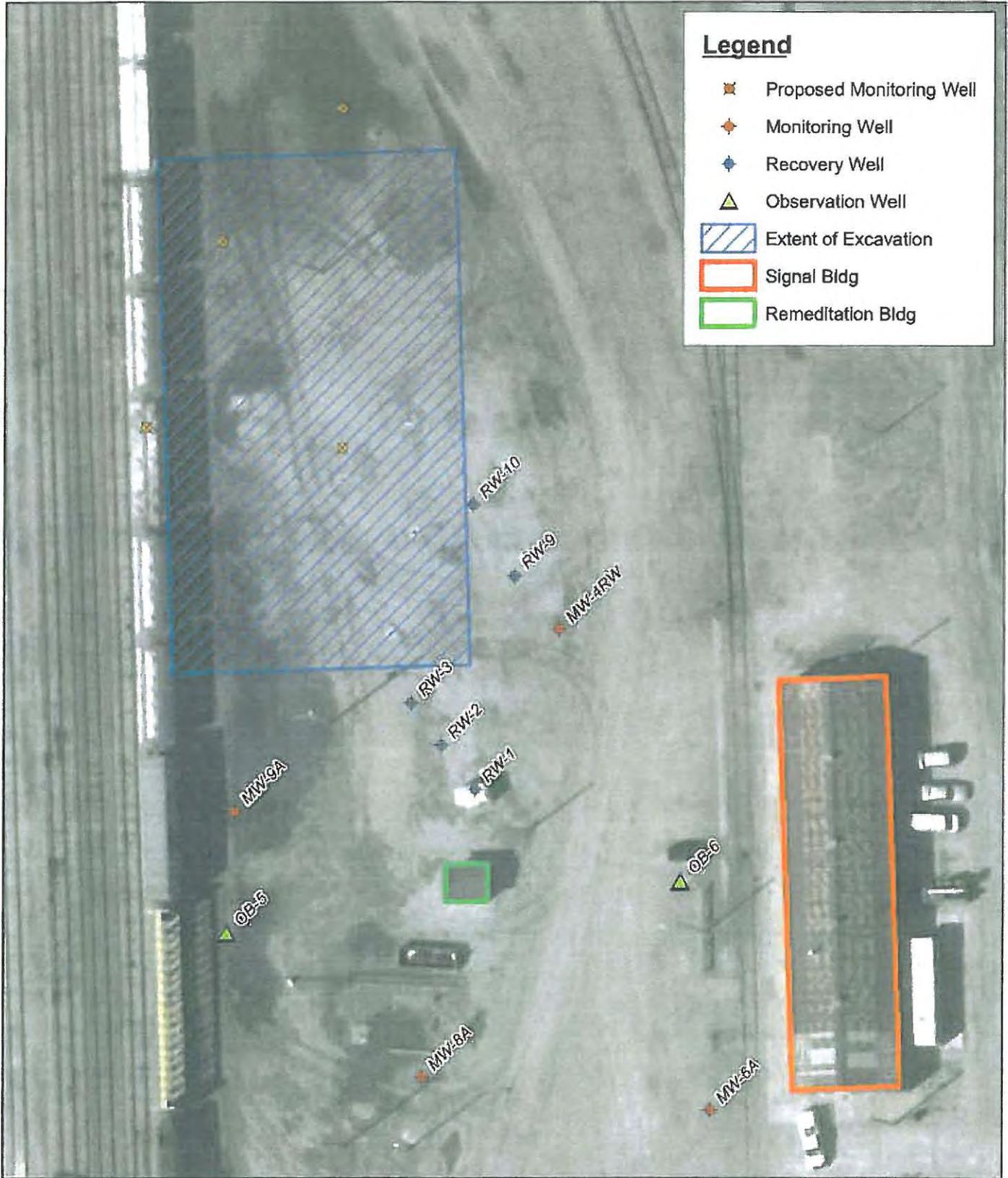
Notice to Proceed	January 13, 2011
Initial Completion Date	March 9, 2011
Contingencies/Possible Delays	March 9, 2011 – May 22, 2011 (2.5 months)
Revised Completion Date	May 10, 2011
Initial Site Preparation	May 23, 2011
Reimbursement Applications	Summer 2011 – Winter 2012
Performance Monitoring (1 year)	June 2011 – June 2012
Final Report (following monitoring period)	July 2012
Well Abandonment	August 2012
No Further Action/Closure Letter	Fall 2012 (Site Cleared for Development)

Voluntary Cleanup Program Phase I (Properties North of O Street)

Submit Interim Remedial Action Plan to NDEQ (Eastern Flank)	March 15, 2011
NDEQ Review & Public Participation Process	March 15 – May 12, 2011
NDEQ Approval of Interim Remedial Action Plan	May 13 – May 22, 2011 (Arena Footprint Cleared for Development)
Initial Site Preparation	May 23, 2011
Remedial Action (Eastern Flank)	May 23 – August 1, 2011
Submit Report & Remedial Action Plan (Western/Northern Portions)	August 1, 2011
NDEQ Review & Public Participation Process	August 1 – December 1, 2011
Remedial Action (Western/Northern Portions)	December 2011
Submit Final Report (Site-Wide)	February 2012
No Further Action/Closure Letter	March 2012

Legend

- ✦ Proposed Monitoring Well
- ◆ Monitoring Well
- ◆ Recovery Well
- ▲ Observation Well
- ▨ Extent of Excavation
- ▭ Signal Bldg
- ▭ Remediation Bldg



City of Lincoln 2007 Aerial Imagery

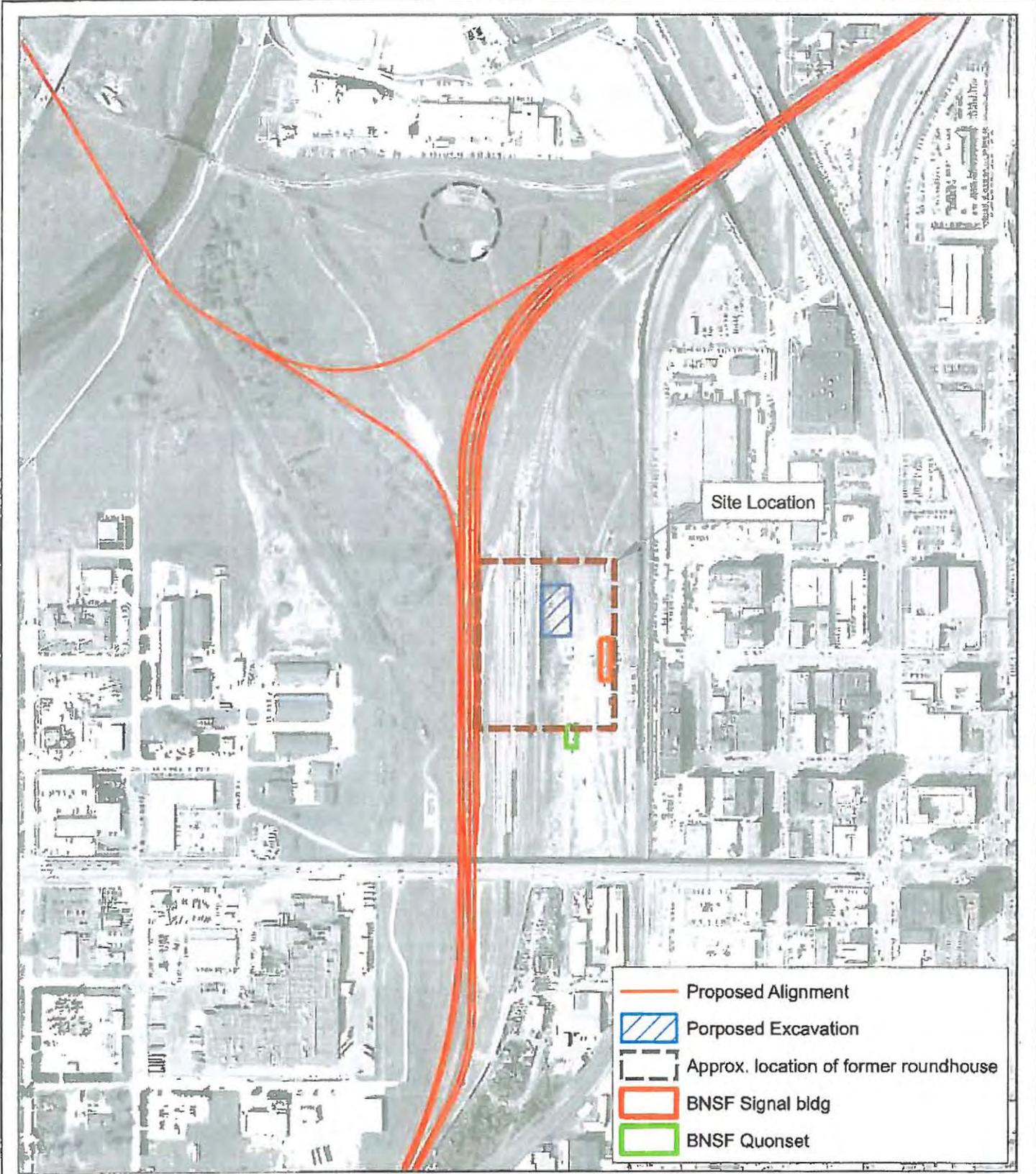


1 inch = 50 feet

West Haymarket Arena
BNSF Lincoln Depot., LINCOLN, NE

Location of Proposed Post
Remediation Monitoring Wells Map
FIGURE 6





- Proposed Alignment
- Proposed Excavation
- Approx. location of former roundhouse
- BNSF Signal bldg
- BNSF Quonset

NRCS Quad Map



0 125 250 500
 Feet
 1 inch = 500 feet

West Haymarket Arena
 BNSF Lincoln Depot, LINCOLN, NE

Site Location Map
 FIGURE 2

RESOLUTION NO. WH- _____

1 WHEREAS, M.A. Mortenson Company (“Construction Manager”) and the West
2 Haymarket Joint Public Agency (“Owner”) have entered into a contract for the Construction
3 Manager to provide preconstruction services for the West Haymarket Arena (“Preconstruction
4 Agreement”); and

5 WHEREAS, Section 4.1.2 of the Preconstruction Agreement provides that:

6 "In addition to the lump sum fee described in the preceding
7 paragraph, the Construction Manager shall be entitled to
8 reimbursement for Construction-Related Services at the hourly rates
9 set forth in Exhibit B and at the actual cost of the services of third
10 parties. Compensation for Construction-Related Services to be
11 performed during the Preconstruction Phase will be subject to prior
12 written approval of the Owner."

13 WHEREAS, Construction Manager submitted a letter dated March 17, 2011 requesting
14 authorization to commence Construction Related Services and incur costs therefor pursuant to said
15 Section 4.1.2 of the Preconstruction Agreement; and

16 WHEREAS, the Owner’s Program Manager has reviewed this Construction Manager’s
17 request and finds it is acceptable and in line with the Preconstruction Agreement.

18 NOW, THEREFORE, BE IT RESOLVED by the Board of Representatives of the West
19 Haymarket Joint Public Agency:

20 That Construction Manager’s request to commence Construction Related Services and
21 incur costs therefor, is hereby approved subject to the following conditions:

- 22 1. Construction Manager is hereby authorized to commence Construction Related
23 Services related to opening its project office, moving staff to Lincoln and engaging in

1 Subcontractor outreach and Subcontractor qualifications meeting prior to the establishment of the
2 Guaranteed Maximum Price (“GMP”). The estimated cost for personnel and office space fit-out /
3 setup in Lincoln and associated project expenses are \$75,000 to \$125,000 per month.

4 2. Billings for personnel are to be in accordance with the rates established in Exhibit B
5 attached to the Preconstruction Agreement.

6 3. Services of third parties shall not exceed actual costs.

7 4. The above costs will all be included in the GMP as part of the General Conditions
8 expenses.

9 5. At the time the GMP is established, the remaining un-billed portion of the General
10 Conditions will be reviewed and equal monthly payments established for the remainder of the
11 project.

12 6. Mortenson shall provide backup documentation for all expenses being requested for
13 reimbursement.

14 Adopted this _____ day of March, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Jayne Snyder, Chair

Tim Clare

Chris Beutler

EXHIBIT B

SUPERVISORY STAFF BILLING RATE SCHEDULE

<u>POSITION</u>	<u>2011</u>
VICE PRESIDENT	\$ -
DIRECTOR OF OPERATIONS	\$ 177.00
PROJECT EXECUTIVE	\$ 140.00
SENIOR PROJECT MANAGER	\$ 105.00
PROJECT MANAGER II	\$ 83.00
SENIOR MEP COORDINATOR	\$ 85.00
PROJECT MANAGER I	\$ 72.00
ASSISTANT PROJECT MANAGER	\$ 69.00
CONSTRUCTION MANAGER	\$ 55.00
MEP COORDINATOR	\$ 62.00
FIELD ENGINEER II	\$ 47.00
FIELD ENGINEER I	\$ 45.00
GENERAL SUPERINTENDENT	\$ 125.00
SENIOR SUPERINTENDENT	\$ 92.00
SUPERINTENDENT II	\$ 83.00
SUPERINTENDENT I	\$ 76.00
ASSISTANT SUPERINTENDENT	\$ 73.00
AREA SUPERINTENDENT II	\$ 66.00
AREA SUPERINTENDENT I	\$ 60.00
SAFETY DIRECTOR	\$ 114.00
SENIOR SAFETY COORDINATOR	\$ 68.00
SAFETY COORDINATOR	\$ 51.00
ACCOUNTANT MANAGER	\$ 114.00
ACCOUNTANT	\$ 63.00
COMMUNITY PARTICIPATION DIRECTOR	\$ 114.00
ADMINISTRATIVE ASSISTANT	\$ 30.00
QUALITY DIRECTOR	\$ 114.00
QUALITY CONTROL MANAGER	\$ 92.00
SCHEDULING DIRECTOR	\$ 114.00
SCHEDULING ENGINEER	\$ 67.00
BIM MANAGER	\$ 114.00
BIM COORDINATOR	\$ 56.00
RISK MANAGER	\$ 114.00

*Billing rates adjusted annually at a rate of 4% per year.
Includes salary, taxes, benefits, and bonus.
Excludes relocation, subsistence, data access, and vehicles.*

Off-site staff

RESOLUTION NO. WH- _____

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

3 1. That the attached Land Exchange Agreement between Star City Federal LLC, the
4 City of Lincoln, Nebraska, and the West Haymarket Joint Public Agency is hereby approved and
5 the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
6 authorized to execute said Land Exchange Agreement on behalf of the JPA. This Land Exchange
7 Agreement commits the JPA to acquire certain property from the City of Lincoln (City Parcel Nos.
8 One and Two), convey certain easements to Lincoln Electric System and other named utility
9 companies and then convey City Parcel One and City Parcel Two to Star City Federal in exchange
10 for certain property owned by Star City Federal (Star City Federal Parcel) along with a boot
11 payment of approximately \$172,000.00 due to the difference in land values of the exchange
12 properties. The Land Exchange Agreement further requires the JPA to construct certain parking lot
13 improvements on City Parcel One in order to replace parking being lost by the JPA acquisition of
14 the Star City Federal Parcel.

15 2. That the Chairperson is hereby further authorized to execute the easements to LES
16 and the other named utility companies and the Right of Entry Agreement to Star City Federal, the
17 forms of which are attached to the Land Exchange Agreement as Exhibits H, I, and P-1.

18 Adopted this _____ day of March, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Jayne Snyder, Chair

Tim Clare

Chris Beutler

**LAND EXCHANGE AGREEMENT
(Star City Federal)**

This Land Exchange Agreement is made and entered into as of this 14th day of April, 2011 (“Effective Date”) by and between the West Haymarket Joint Public Agency, a political subdivision and body corporate politic of the State of Nebraska (“JPA”), the City of Lincoln, Nebraska, a municipal corporation (“City”), and Star City/Federal, LLC, a Nebraska limited liability company (“Star City Federal”).

RECITALS

A. Existing Star City Federal Property. Star City Federal presently owns Lots 1 and 2, Cornhusker Shadows 1st Addition. Said Lots 1 and 2 are currently used by Star City Federal for a commercial parking lot.

B. City Property.

(i) The City presently owns a tract of land composed of a part of Lots 2-7, C.J. Hulls Subdivision, a part of Lot 4, Block 14, North Lincoln Addition, a part of vacated 8th Street, and a part of vacated un-named right-of-way north of C.J. Hulls Subdivision, located in the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“City Parcel One”) as legally described and shown on Exhibit “A” which is attached hereto and incorporated herein by this reference.

(ii) The City also owns a tract of land composed of a part of the remaining portion of Lots 2 & 3, Block 14, North Lincoln Addition, a part of the remaining portion of Lot 1, Block 6, Original Town of Lincoln, and a part of the un-named right-of-way south of Block 14, North Lincoln Addition, all being part of land acquired with the 10th Street Viaduct Project, located in the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“City Parcel Two”) as legally described and shown on Exhibit “B” which is attached hereto and incorporated herein by this reference.

C. Lincoln Haymarket Arena Project. The City of Lincoln voters have approved the implementation of the Lincoln Haymarket Arena project as generally shown on Exhibit “D” which is attached hereto and incorporated herein by this reference. The Lincoln Haymarket Arena Project is located southwest of the Star City Federal property.

D. Facilities Agreement. The JPA and the City have entered into a Facilities Agreement dated July 26, 2010 providing that the JPA pay the cost of acquiring and constructing the Lincoln Haymarket Arena project for and on behalf of the City. Pursuant to the Facilities Agreement, the City intends to convey City Parcel One and City Parcel Two to the JPA with the understanding that the JPA will convey those certain easements listed as Permitted Exceptions in paragraph 2.A.(iv)(a) below to the City of Lincoln d/b/a Lincoln Electric System and the other named utility companies.

E. Land Exchange. In order to construct street improvements to provide additional access to the Lincoln Haymarket Arena project, the JPA needs to acquire a portion of Lot 2, Cornhusker Shadows 1st Addition (“Star City Federal Parcel”) as more particularly described on Exhibit “E” attached hereto and incorporated herein by this reference. Therefore, the City and JPA are requesting Star City Federal to enter into a Land Exchange Agreement which would provide for the exchange of the Star City Federal Parcel for City Parcel One and City Parcel Two. The Star City Federal Parcel, City Parcel One and City Parcel Two are sometimes referred to individually as the “Exchange Property” and when more than one as the “Exchange Properties.”

F. Star City Federal is willing to enter into the Land Exchange Agreement subject to (1) receiving a satisfactory report concerning marketable title and the environmental condition of City Parcel One and City Parcel Two based upon a due diligence investigation as described in paragraph 4 below; (2) the JPA, at its cost and expense, making Star City Federal whole from any loss of parking and functionality of its existing parking lot operation by reconfiguring and reconstructing the Star City Federal parking lot as shown on Exhibit “G” which is attached hereto and incorporated herein by this reference (collectively “Parking Lot Improvements”); and (3) the JPA, at its cost, removing the existing sidewalk, regrading and constructing new sidewalk on the east side of the USCIS building as shown on Exhibit “L” which is attached hereto and incorporated herein by this reference (collectively “Sidewalk Improvements”).

G. The City and JPA are willing to enter into the Land Exchange Agreement subject to (1) receiving a satisfactory report concerning marketable title and the environmental condition of the Star City Federal Parcel based upon a due diligence investigation as described in paragraph 4 below, and (2) Star City Federal granting the City and/or JPA the necessary permanent easements for Sidewalk Improvements and utilities and temporary easements for the construction of the Parking Lot Improvements.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and covenants contained herein, the parties agree as follows:

1. **DEFINITIONS.** A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as “Grantor” and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as “Grantee.”

2. **THE EXCHANGE TERMS.**

A. **Land Exchange.**

(i) **City/JPA Land Exchange.** At Closing, City will convey City Parcel One and City Parcel Two to JPA. JPA will convey an Easement for Utility Lines and/or Underground Utility Facilities over City Parcel Two to Lincoln Electric System, Windstream Nebraska, Inc., and Time Warner Entertainment-Advance/Newhouse Partnership and a Right-of-Way Easement over City Parcel One to the City of Lincoln d/b/a Lincoln Electric System.

(ii) Star City Federal/JPA Land Exchange. At Closing, Star City Federal will convey the Star City Federal Parcel to the JPA, and the JPA will convey City Parcel One and City Parcel Two to Star City Federal.

(iii) Exchange Value. The exchange value for each of the Exchange Properties will be its fair market value as determined by the appraisal performed by Great Plains Appraisal, Inc. as adjusted by the review appraisal conducted by Fred Briggs except that the cost of the parking improvements in the appraisal performed by Great Plains Appraisal, Inc. will be \$250,800 plus Star City Federal's cost of the "Wiring" in paragraph 2.C(i) below and plus the cost of the "Additional Lighting" in paragraph 2.C(i) below. If the exchange value of the Star City Federal Parcel is greater than the exchange value of the City Parcel One and City Parcel Two, the difference in value will be paid to Star City Federal at closing.

(iv) Deliveries at Closing by the Grantor. At each Closing, the Grantor shall deliver to Grantee, and the Grantee shall accept from the Grantor, the following:

(a) A Warranty Deed conveying to Grantee fee simple title to the Exchange Property, subject to the Permitted Exceptions. For purposes hereof, "Permitted Exceptions" shall mean (1) covenants, conditions and restrictions of record which shall be approved by Grantee if they do not interfere with Grantee's intended use of the Exchange Property; (2) taxes not yet due and payable; (3) public utility easements of record which shall be approved by the Grantee, if they do not interfere with Grantee's intended use of the Exchange Property; (4) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which will be satisfied and released by the payment of money at the time of closing and which Grantor is willing to and does so remove at closing; (5) title exceptions caused by the acts or omissions of the Grantee; (6) easements to be granted and/or reserved under this Agreement; and (7) any other title exceptions shown on the Title Commitment and which are not properly and timely objected to by the Grantee.

Permitted exceptions with respect to the JPA's conveyance of City Parcel One and City Parcel Two to Star City Federal shall include but not be limited to (i) an Easement for Utility Lines and/or Underground Utility Facilities to be conveyed by the JPA over City Parcel Two to Lincoln Electric System, Windstream Nebraska, Inc., and Time Warner Entertainment-Advance/Newhouse Partnership; and (ii) a Right-of-Way Easement to be conveyed by the JPA over City Parcel One to Lincoln Electric System; and (iii) a permanent aerial easement granted to the State of Nebraska Department of Roads as filed of record with the Register of Deeds for Lancaster County, Nebraska, as Instrument No. 96-033749. Said Easement for Utility Lines and/or Underground Utility Facilities and the Right-of-Way Easement are more particularly described and shown on Exhibit "H" and Exhibit "I," respectively, which are attached hereto and incorporated herein by reference.

(b) Such affidavits, statements and other documents as are reasonably required by the Title Company in order to issue the Title Policy in accordance with the Grantee's Title Commitment. If Star City Federal must request and receive a partial release from any mortgage/deed of trust lien holder as to the Star City Federal's Property, the JPA shall be responsible for payment of any administrative/review fee charged by any such lender for the partial release.

(v) Documents to be Delivered by Grantee. At each Closing, Grantee shall deliver to the Grantor, and the Grantor shall accept from Grantee such affidavits, statements and other documents as are reasonably required by the Title Company in order to issue the Title Policy in accordance with the Grantee's Title Commitment.

B. Grant of Easements to JPA. At Closing, if the Parking Lot Improvements and/or Sidewalk Improvements have not been completed under their respective Right of Entry, Star City Federal, without additional monetary consideration, will convey to the JPA (a) a temporary construction easement to occupy and use for construction of the Parking Lot Improvements a portion of Lots 1 and 2, Cornhusker Shadows 1st Addition and City Parcel One as shown and legally described on Exhibit "K," attached hereto and incorporated herein by this reference, and/or (b) a permanent pedestrian easement to occupy and use that portion of Lot 1, Cornhusker Shadows 1st Addition, as described and shown on Exhibit "L" for pedestrian access, and for the construction, reconstruction, repair and maintenance of sidewalks within said easement.

C. Star City Federal Improvements Parking Lot Improvements.

(i) JPA Requirements. The JPA, at its expense, will construct the Parking Lot Improvements as part of the JPA's 10th & Salt Creek Roadway Project in two phases as shown on Exhibit "G". Construction of the Parking Lot Improvements shall not commence until after the University of Nebraska-Lincoln's 2011 Spring Football Game. The Parking Lot Improvements will be constructed of 8-inch asphalt pavement with concrete curb and gutter along with necessary inlets and storm sewer pipes that are required to drain the new parking area. The Parking Lot Improvements will also include parking lot striping. Construction of the new parking area improvements along the west side of the existing parking lot in City Parcel One and in the existing parking lot as shown on Exhibit G as Phase 1 shall be completed prior to the JPA's removal of Star City Federal's existing parking lot improvements located on the Star City Federal Parcel (Phase II on Exhibit G). The JPA shall reimburse Star City Federal for Star City Federal's reasonable expenses associated with removal and relocation of existing light poles and lights (collectively "Lighting") from the Star City Federal Parcel to other locations within the new parking area. This reimbursement shall include the cost of relocation, wiring, and reconnection of existing electrical outlets, cable T.V. outlets, satellite dishes, and other accessories (collectively "Accessories") that are attached to the existing light poles and permit costs.

(ii) Star City Federal Requirements. Star City Federal, at JPA's expense, will cause its lighting contractor to wire and install conduits ("Wiring") in the new parking area prior to the JPA's contractor paving the new parking area. In order not to hold up the JPA's paving of the new parking area, Star City Federal agrees to have the Wiring installed between April 25, 2011 and May 1, 2011. Installation of the Wiring will include compacting the backfill at the trench to the requirements outlined in the City of Lincoln Standard Specifications. In the event the Wiring is not timely installed, Star City Federal will be required to bore the conduits for the Wiring under the new pavement at its own cost and expense and without reimbursement. Star City Federal agrees to remove and relocate the existing Lighting and Accessories from the Star City Federal Parcel within three weeks following the University of Nebraska Lincoln's Spring Football Game to be held on April 16, 2011. Star City Federal further understands and agrees that the Lighting and Accessories cannot be installed in the new parking area until after the JPA's construction work associated with

the new parking area is substantially complete. If Star City Federal is required to purchase and install additional light poles (“Additional Lighting”) in order to comply the City of Lincoln’s design Standards for Parking Lots and Design Standards for Outdoor Lighting, the cost thereof shall be at the JPA’s expense.

(iii) Sidewalk Improvements. the JPA, at its expense, shall remove the existing sidewalk, conduct minor grading and install new sidewalks along the east side of the Building. Disturbed grassy areas will be resodded. There will be no retaining walls and no slopes with a steepness greater than 4:1.

(iv) The Parking Lot Improvements and Sidewalk Improvements shall be constructed in conformance with the Plans and Specifications.

3. TRANSFERS OF INTEREST IN EXCHANGE PROPERTY PRIOR TO CLOSING. After the date of this Agreement, but prior to Closing, Grantor shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor’s Exchange Property without written consent from Grantee, which may be withheld for any reason.

4. DUE DILIGENCE INVESTIGATION OF EXCHANGE PROPERTIES. After the date of this Agreement, but prior to Closing, the JPA shall cause the following activities (“Due Diligence Investigation”) to be performed by the below listed applicable contractor or another contractor acceptable to Star City Federal:

A. Title review of the Exchange Properties by Nebraska Title Company for a Title Insurance Commitment to include a review of easements, restrictions and encumbrances of record.

B. An Alta Survey of the Exchange Properties by Olsson Associates to be coordinated with the title commitment.

C. Environmental Investigation of the Exchange Properties by Alfred Benesch. This investigation will consist of a Phase 1 Environmental Audit. The Phase I Environmental Audit will be followed by Phase 2 drilling and testing if deemed necessary by the results of the Phase 1 Audit.

5. RIGHT OF ENTRY.

A. Grant to JPA. Concurrently with the execution of this Agreement, Star City Federal shall grant to the JPA and its contractors a temporary Right of Entry, in the form attached hereto as Exhibit “P” and incorporated herein by reference, to enter upon Lots 1 and 2, Cornhusker Shadows 1st Addition, in order to construct the Parking Lot Improvements and Sidewalk Improvements.

B. Grant to Star City Federal. Concurrently with the execution of this Agreement, City shall grant to Star City Federal and its contractors a temporary Right of Entry in the form

attached hereto as Exhibit P-1 and incorporated herein by reference, to enter upon City Parcel One in order to construct the Wiring and Additional Lighting (if any).

6. TITLE INSURANCE. The JPA shall obtain a title commitment for each Exchange Property (“Title Commitment”) for an ALTA owner’s title insurance policy (“Title Policy”) issued by a title insurance company duly authorized to do business in Nebraska and acceptable to the Grantee (“Title Company”) covering title to the Grantor’s Exchange Property and showing the condition of title to the Grantor’s Exchange Property. The Grantee agrees to review the Title Commitment and advise the Grantor whether the Title Commitment discloses exceptions to title other than Permitted Exceptions or discloses matters that render title to the Grantor’s Exchange Property unmarketable. The Grantee shall notify Grantor of such title defects within thirty (30) days after receipt of the Title Commitment and the Grantor shall have thirty (30) days after written notice of such defects from Grantee to have the exceptions removed from the Title Commitment or to have the title insurer commit, in writing in a form and substance that is acceptable to the Grantee, to insure against loss or damage that may be occasioned by such exceptions or defects. In the event that Grantee shall be unable or unwilling to correct such title defects within the thirty (30) day period, Grantee shall have the option, by written notice delivered to Grantor within ten (10) days after expiration of the thirty (30) day period, to either terminate this Agreement or take title to the Grantor’s Exchange Property subject to such exceptions or defects. In the event Grantee provides timely notice to terminate this Agreement, the Agreement shall be deemed terminated, and the parties shall have no further obligation to one another. In the event the Grantee elects to take title to such exceptions or defects, said exceptions or defects shall be deemed to be Permitted Exceptions. The cost of the Title Policy for each Exchange Property shall be paid by the JPA at the Closing.

7. TAXES. Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor. Real estate taxes on the Exchange Property after the date of Closing shall be paid by Grantee. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

8. TERM OF AGREEMENT. This Land Exchange Agreement shall automatically expire and terminate if closing has not occurred as provided in paragraph 9 below.

9. CLOSING. Closing shall occur on or before May 1, 2011; except that either party may extend the Closing as reasonably needed to satisfy a Closing contingency.

Closing is contingent on the Grantee receiving a Phase I Environmental Assessment Report and Phase 2 Environmental Assessment Report (if any) on the Exchange Property satisfactory to Grantee that demonstrates that no Hazardous Materials now exist on the Exchange Property. In the event that the Phase I Environmental Assessment Report is unsatisfactory to the Grantee, the Grantee may request a Phase 2 Environmental Assessment. In the event that the Phase 2 Environmental Assessment Report is unsatisfactory to the Grantee or reveals the suspected presence of Hazardous Materials, either party may rescind this Agreement. For the purposes of this Agreement, Hazardous Materials shall include, but not be limited to, substances defined as “hazardous substances,” “hazardous materials,” or “toxic substances” in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601

et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; and in the regulations adopted and publications promulgated pursuant to said laws. The Grantee of an Exchange Property shall have the right to waive the foregoing Phase I Environmental Assessment Report and Phase II Environmental Assessment Report for such Exchange Property.

Closing is further contingent on the City Council for the City of Lincoln adopting an Ordinance(s) vacating the unnamed right-of-way south of Block 14, North Lincoln Addition, to be included in City Parcel Two and declaring City Parcel One and City Parcel Two surplus and authorizing the conveyance thereof.

10. **RISK OF LOSS.** Risk of loss or damage to the Exchange Property shall rest with Grantor until the time of delivery of possession.

11. **NO REAL ESTATE COMMISSION AND FINDER'S FEE.** The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to all other parties that it shall indemnify and hold harmless such parties for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

12. **CONDITION OF EXCHANGE PROPERTY.** Grantor acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor's agents. Grantee acknowledges Grantor is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement.

13. **DEFAULT.** Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

14. **SEVERABILITY.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

15. **FURTHER ASSURANCES.** Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Each undersigned party agrees to use its best efforts in cooperation to carry out the intent of this Agreement.

16. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against any 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. CONSTRUCTION. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by their respective legal counsel and that no inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

18. NON-MERGER. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

20. REPRESENTATION AND WARRANTY OF GRANTOR PARTY REGARDING ENVIRONMENTAL HAZARDS. To the best of Grantor's knowledge, the Grantor has not generated, treated, used, or stored, disposed of or deposited in or otherwise caused the release of any hazardous substances or conditions in or on any portion of the Grantor's Exchange Property. The Grantor's Exchange Property is exchanged "as-is" and the Grantor makes no representations as to the fitness, condition, or suitability of the Grantor's Exchange Property for any purposes whatsoever.

21. NOTICE AND DEMANDS. All notices herein provided for shall be in writing and shall be given by personal delivery or by U.S. Mail and shall take effect from the time of personal delivery or the mailing thereof, as the case may be.

22. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

23. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

24. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

25. TIME IS OF THE ESSENCE. The parties agree time is of the essence under this Agreement.

26. GENERAL DUTIES. JPA agrees to cause the Due Diligence Investigation consultant: (a) To timely and professionally complete the Due Diligence Investigation as described above, and to furnish their labor and pay all their own costs, equipment, materials, including any taxes, required to complete their work; (b) To furnish everything reasonably necessary to complete the work unless specifically provided otherwise in this Agreement; (c) To conduct all activities related to the work in a lawful manner; (d) Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement; and (e) Provide Star City Federal, at no extra cost, a copy of the applicable Due Diligence report when it is completed, reviewed and approved by the JPA.

27. INDEPENDENT CONTRACTOR. The JPA has sole and exclusive charge and control of the manner and means of performance of the Due Diligence Investigation consultant. The Due Diligence Investigation consultant shall perform as an independent contractor of the JPA and it is expressly understood that no Due Diligence Investigation consultant nor any of its staff are employees of Star City Federal and, thus they are not entitled to any benefits from Star City Federal including, but not limited to, overtime, retirement benefits, workers compensation, sick leave, or injury leave.

28. INTEGRATION, AMENDMENTS, ASSIGNMENT, SEVERABILITY, NEBRASKA LAW. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other parties, which consent shall not unreasonably be withheld. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

29. CAPACITY. The undersigned person representing the undersigned party does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the undersigned party to this Agreement.

IN WITNESS WHEREOF, City, JPA, and Star City Federal do hereby execute this Agreement.

City of Lincoln, Nebraska
a municipal corporation

By: _____
Title: _____
Address: _____

Date of Execution: _____

West Haymarket Joint Public Agency
a political subdivision and body corporate
politic of the State of Nebraska

By: _____
Title: _____
Address: _____

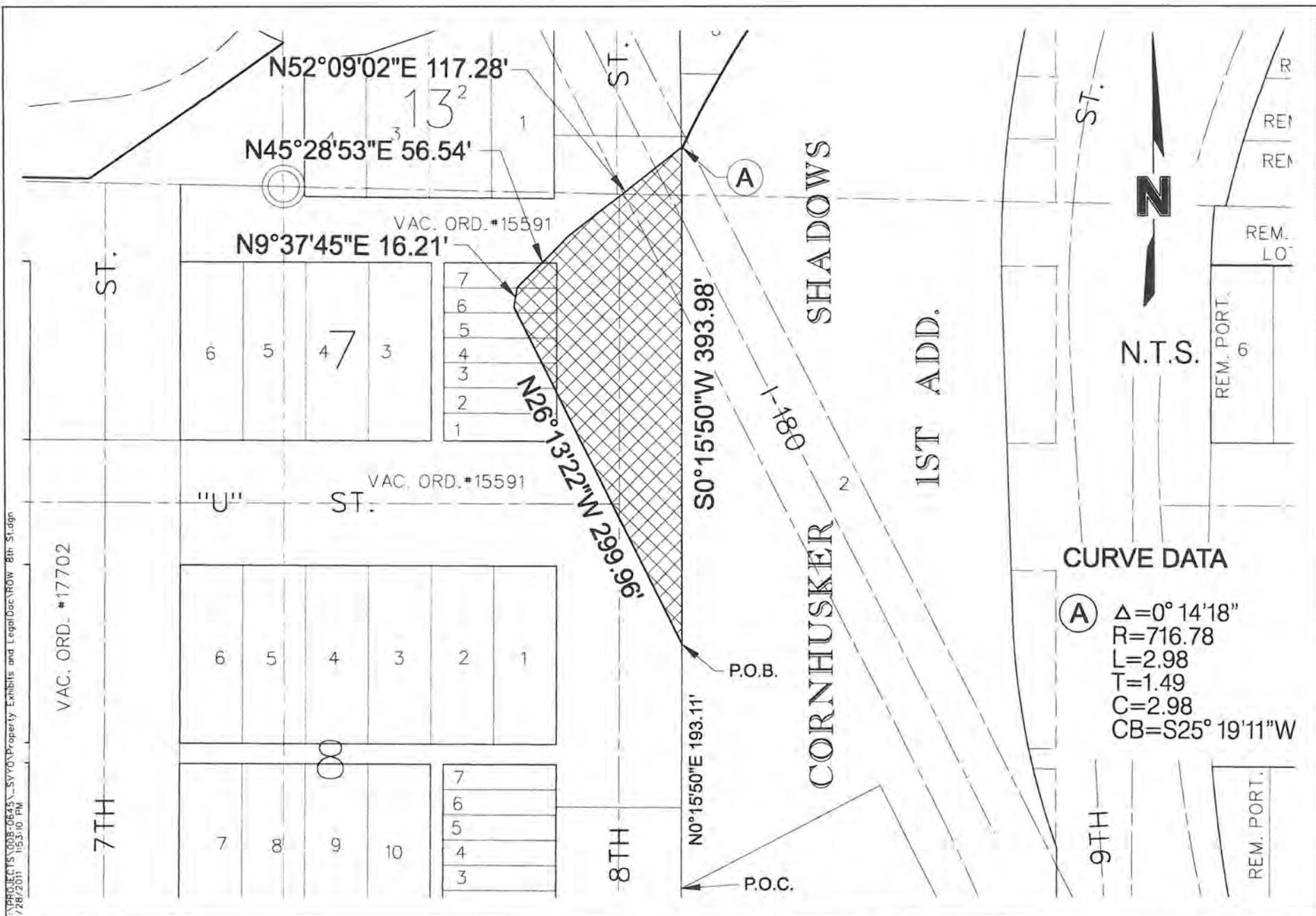
Date of Execution: _____

Star City/Federal, LLC
a Nebraska limited liability company

By: _____
Title: _____
Address: _____

Date of Execution: _____

PROJECTS\005-0645\SVY\Property Exhibits and LegalDoc\ROW 8th St.dgn
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PROJECT NO: 010-2431
 DRAWN BY: TDB
 DATE: February 28th, 2011

CITY PARCEL ONE

MOLSSON
ASSOCIATES

1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68501-4608
 TEL 402.474.6311
 FAX 402.474.5160

Exhibit
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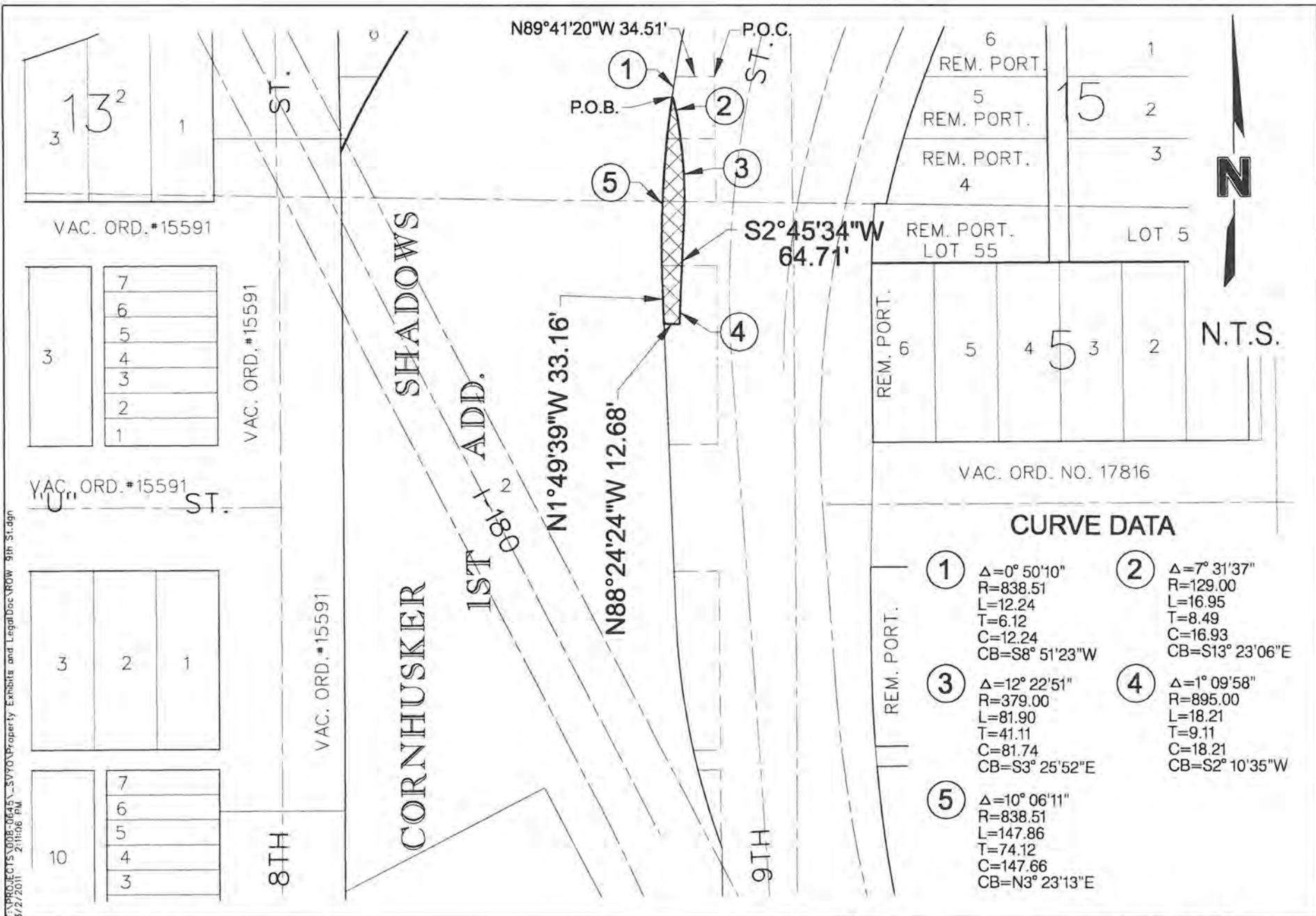
CITY PARCEL ONE

CITY PROPERTY TO BE TRANSFERED
LOTS 2-7, C.J. HULLS SUBDIVISION,
LOT 4, BLOCK 14, NORTH LINCOLN ADDITION,
VACATED 8TH STREET,
VACATED UN-NAMED RIGHT-OF-WAY NORTH OF C.J. HULLS SUBDIVISION

A TRACT OF LAND COMPOSED OF A PART OF LOTS 2-7, C.J. HULLS SUBDIVISION, A PART OF LOT 4, BLOCK 14, NORTH LINCOLN ADDITION, A PART OF VACATED 8TH STREET, AND A PART OF VACATED UN-NAMED RIGHT-OF-WAY NORTH OF C.J. HULLS SUBDIVISION, LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET, A DISTANCE OF 193.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 299.96 FEET TO A POINT; THENCE NORTH 9 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 16.21 FEET TO A POINT; THENCE NORTH 45 DEGREES 28 MINUTES 53 SECONDS EAST, A DISTANCE OF 56.54 FEET TO A POINT; THENCE NORTH 52 DEGREES 09 MINUTES 02 SECONDS EAST, A DISTANCE OF 117.28 FEET TO A POINT ON THE WEST LINE OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION, AND A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 2.98 FEET, HAVING A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 0 DEGREES 14 MINUTES 18 SECONDS, A CHORD BEARING OF SOUTH 25 DEGREES 19 MINUTES 11 SECONDS WEST, AND A CHORD DISTANCE OF 2.98 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET, A DISTANCE OF 393.98 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 27,751 SQUARE FEET, (0.64 ACRES) MORE OR LESS.

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PROJECT NO: 010-2431
 DRAWN BY: TDB
 DATE: February 28th, 2011

CITY PARCEL TWO

MOLSSON
 ASSOCIATES
 1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68501-4608
 TEL 402.474.6311
 FAX 402.474.5160

Exhibit
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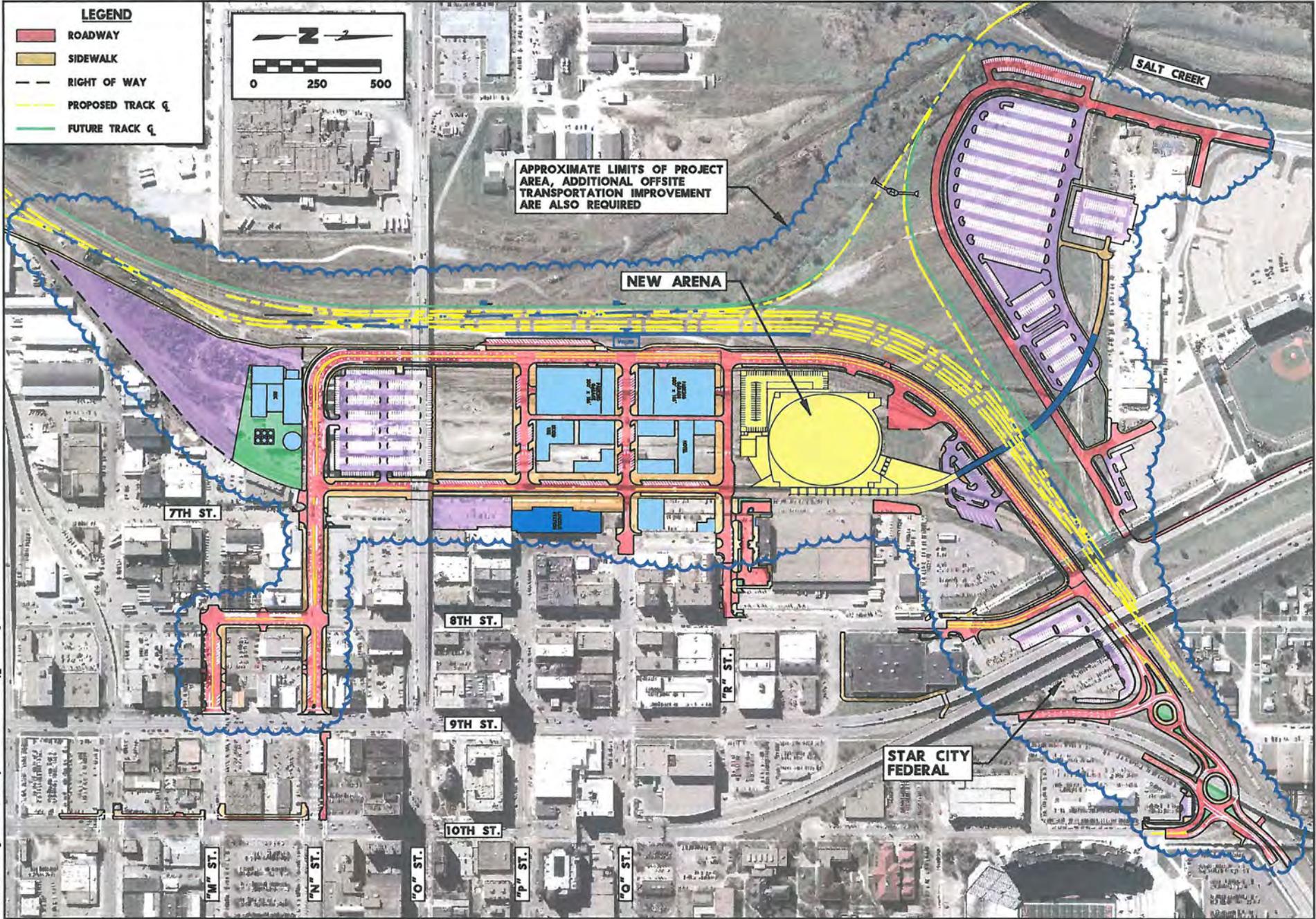
CITY PARCEL TWO

CITY PROPERTY TO BE TRANSFERED

LOTS 2 & 3, BLOCK 14, NORTH LINCOLN ADDITION,
LOT 1, BLOCK 6, ORIGINAL TOWN OF LINCOLN,
THE UN-NAMED RIGHT-OF-WAY SOUTH OF BLOCK 14, N. LINCOLN ADD.

A TRACT OF LAND COMPOSED OF A PART OF THE REMAINING PORTION OF LOTS 2 & 3, BLOCK 14, NORTH LINCOLN ADDITION, A PART OF THE REMAINING PORTION OF LOT 1, BLOCK 6, ORIGINAL TOWN OF LINCOLN, AND A PART OF THE UN-NAMED RIGHT-OF-WAY SOUTH OF BLOCK 14, NORTH LINCOLN ADDITION, ALL BEING PART OF LAND ACQUIRED WITH THE 10TH STREET VIADUCT PROJECT, LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF SAID LOT 2, BLOCK 14, NORTH LINCOLN ADDITION; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 34.51 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 12.24 FEET, HAVING A RADIUS OF 838.51 FEET, A CENTRAL ANGLE OF 0 DEGREES 50 MINUTES 10 SECONDS, A CHORD BEARING OF SOUTH 8 DEGREES 51 MINUTES 23 SECONDS WEST, AND A CHORD DISTANCE OF 12.24 FEET A POINT OF CURVATURE AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 16.95 FEET, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 37 SECONDS, A CHORD BEARING OF SOUTH 13 DEGREES 23 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 16.93 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 81.90 FEET, HAVING A RADIUS OF 379.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 51 SECONDS, A CHORD BEARING OF SOUTH 3 DEGREES 25 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 81.74 FEET TO A POINT; THENCE SOUTH 2 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 64.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 18.21 FEET, HAVING A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 1 DEGREE 09 MINUTES 58 SECONDS, A CHORD BEARING OF SOUTH 2 DEGREES 10 MINUTES 35 SECONDS WEST, AND A CHORD DISTANCE OF 18.21 FEET TO A POINT; THENCE NORTH 88 DEGREES 24 MINUTES 24 SECONDS WEST, A DISTANCE OF 12.68 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, CORNHUSKER SHADOWS 1ST ADDITION; THENCE NORTH 1 DEGREE 49 MINUTES 39 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.16 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 147.86 FEET, HAVING A RADIUS OF 838.51 FEET, A CENTRAL ANGLE OF 10 DEGREES 06 MINUTES 11 SECONDS, A CHORD BEARING OF NORTH 3 DEGREES 23 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 147.66 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 2,477 SQUARE FEET, (0.06 ACRES) MORE OR LESS.



DATE: 2/28/2011
 DRAWN BY: JJW
 PROJECT NO: 010-2431
 DESIGN: F:\PROJECTS\010-2431\Design\Exhibits\Star City Federal Exhibits\Star City Exhibit D.dgn

PROJECT NO:	010-2431
DRAWN BY:	JJW
DATE:	2/28/2011

WEST HAYMARKET REDEVELOPMENT AREA

	EXHIBIT D
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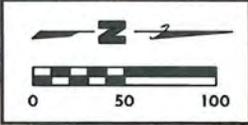
TRACT NO 4
STAR CITY / FEDERAL, LLC

RIGHT-OF-WAY
A PART OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

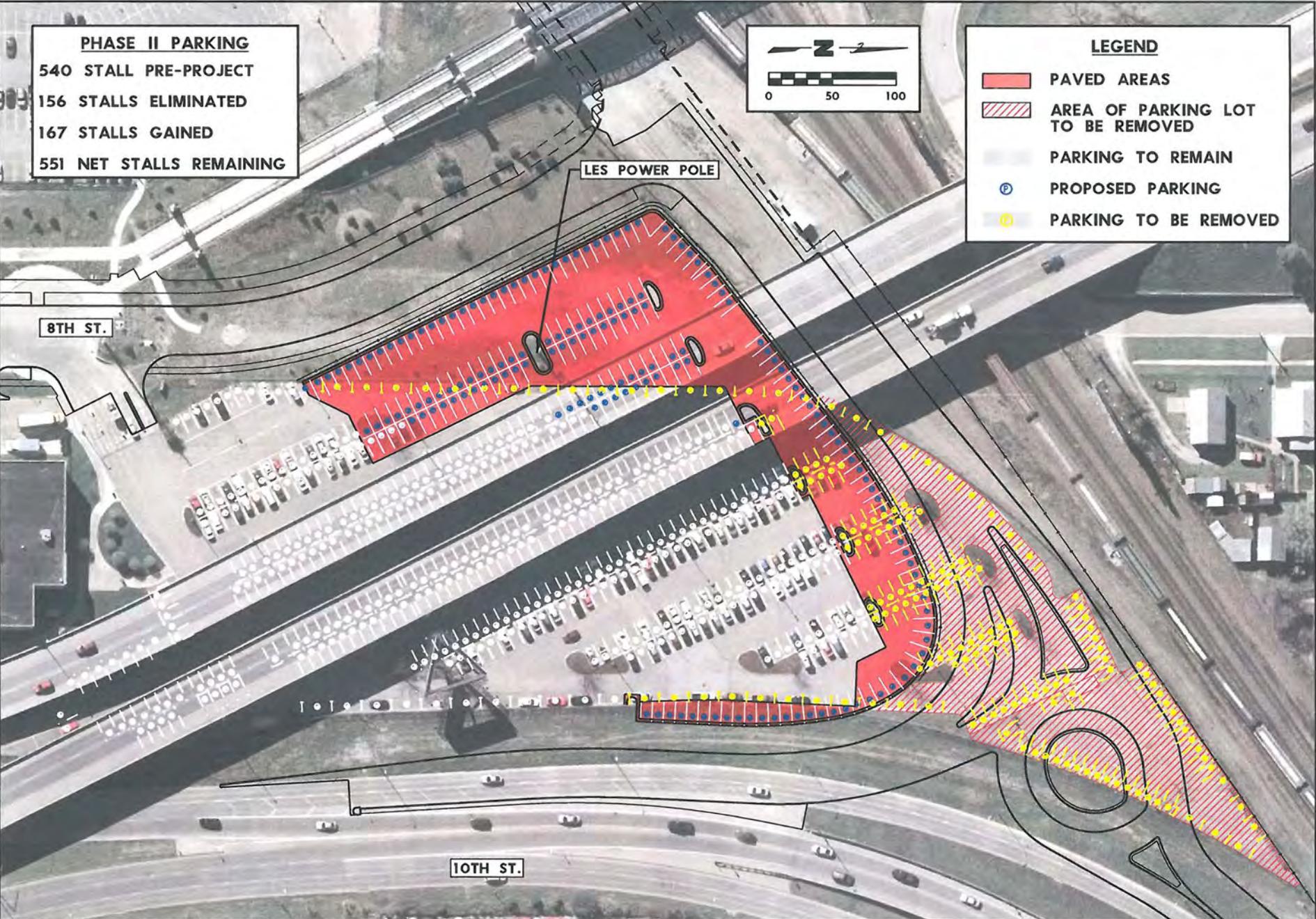
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING 50.00 FEET EAST OF THE CENTERLINE OF VACATED 8TH STREET; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, ON A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 0 DEGREES 14 MINUTES 18 SECONDS, A CHORD BEARING OF NORTH 25 DEGREES 19 MINUTES 11 SECONDS EAST, AND A CHORD DISTANCE OF 2.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 268.77 FEET, HAVING A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 21 DEGREES 29 MINUTES 03 SECONDS, A CHORD BEARING OF NORTH 36 DEGREES 10 MINUTES 51 SECONDS EAST, AND A CHORD DISTANCE OF 267.20 FEET TO A POINT ON THE EAST LINE OF THE NORTH/SOUTH ALLEY IN BLOCK 11, NORTH LINCOLN ADDITION; THENCE NORTH 00 DEGREES 15 MINUTES 22 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTH/SOUTH ALLEY, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 9.33 FEET TO A POINT; THENCE NORTH 55 DEGREES 19 MINUTES 03 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 301.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT 2, ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 388.91 FEET, HAVING A RADIUS OF 838.51 FEET, A CENTRAL ANGLE OF 26 DEGREES 34 MINUTES 28 SECONDS, A CHORD BEARING OF SOUTH 21 DEGREES 43 MINUTES 32 SECONDS WEST, AND A CHORD DISTANCE OF 385.44 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 43.05 FEET, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 19 DEGREES 07 MINUTES 08 SECONDS, A CHORD BEARING OF NORTH 26 DEGREES 42 MINUTES 28 SECONDS WEST, AND A CHORD DISTANCE OF 42.85 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 88.37 FEET, HAVING A RADIUS OF 69.00 FEET, A CENTRAL ANGLE OF 73 DEGREES 22 MINUTES 41 SECONDS, A CHORD BEARING OF NORTH 72 DEGREES 57 MINUTES 23 SECONDS WEST, AND A CHORD DISTANCE OF 82.45 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 136.30 FEET, HAVING A RADIUS OF 429.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 12 MINUTES 15 SECONDS, A CHORD BEARING OF SOUTH 61 DEGREES 15 MINUTES 10 SECONDS WEST, AND A CHORD DISTANCE OF 135.73 FEET TO A POINT; THENCE SOUTH 52 DEGREES 09 MINUTES 02 SECONDS WEST, A DISTANCE OF 57.67 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 41,075 SQUARE FEET, (0.94 ACRES) MORE OR LESS.

PHASE II PARKING
 540 STALL PRE-PROJECT
 156 STALLS ELIMINATED
 167 STALLS GAINED
 551 NET STALLS REMAINING



LEGEND

- PAVED AREAS
- AREA OF PARKING LOT TO BE REMOVED
- PARKING TO REMAIN
- PROPOSED PARKING
- PARKING TO BE REMOVED

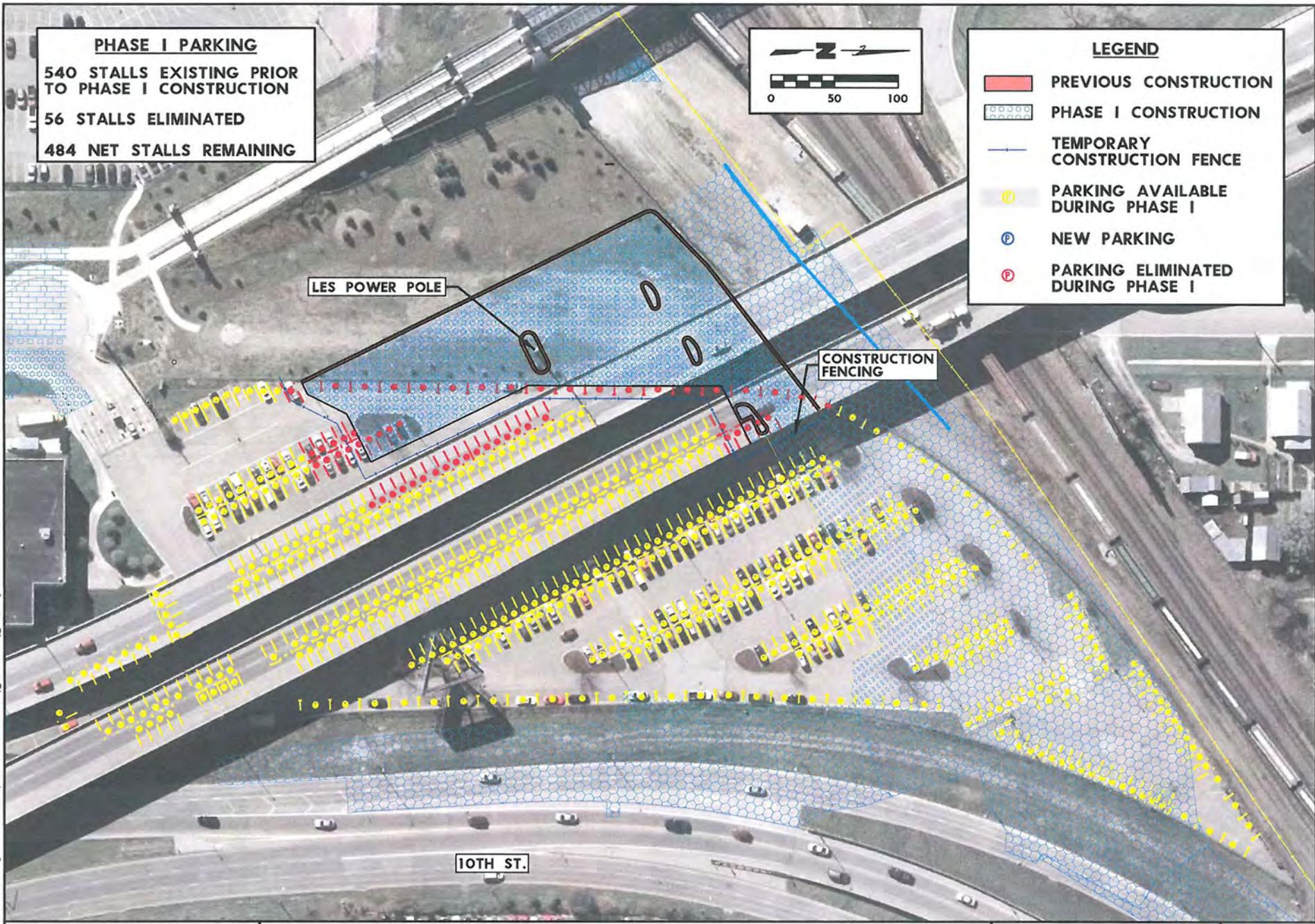


DATE: 2/28/2011
 DGN: F:\Projects\010-2431\Design\Exhibits\Star City_Final Parking_Exhibit.dgn

PROJECT NO: 010-2431
DRAWN BY: JJW
DATE: 2/28/2011

FINAL PARKING LOT LAYOUT



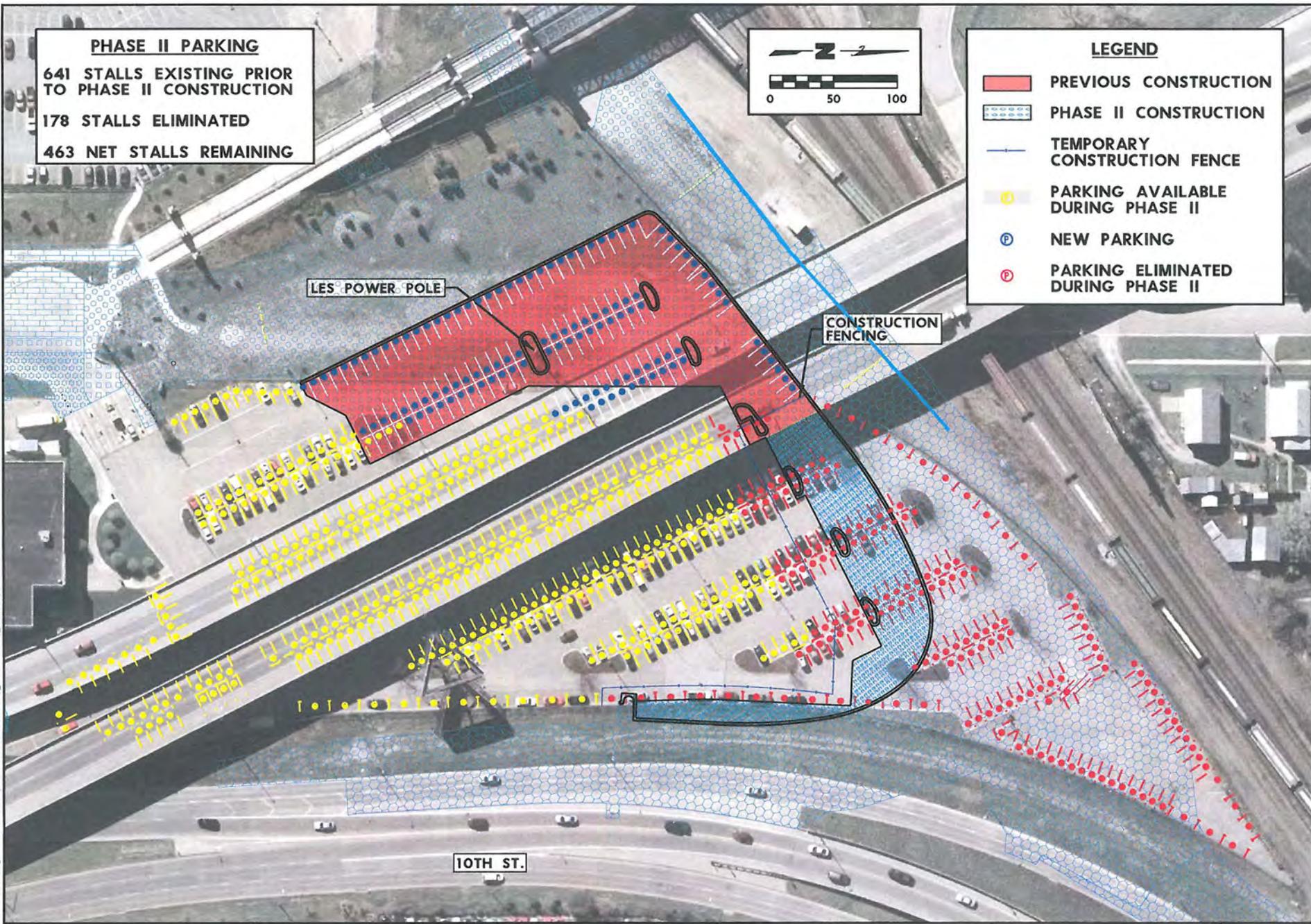


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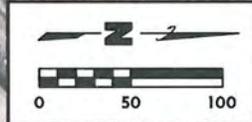
PROJECT NO:	010-2431
DRAWN BY:	JJW
DATE:	2/28/2011

PHASE I PARKING LOT CONSTRUCTION





PHASE II PARKING
 641 STALLS EXISTING PRIOR TO PHASE II CONSTRUCTION
 178 STALLS ELIMINATED
 463 NET STALLS REMAINING



LEGEND

- PREVIOUS CONSTRUCTION
- PHASE II CONSTRUCTION
- TEMPORARY CONSTRUCTION FENCE
- PARKING AVAILABLE DURING PHASE II
- NEW PARKING
- PARKING ELIMINATED DURING PHASE II

DATE: 2/28/2011
 DGN: F:\Projects\010-2431\Design\Exhibits\Star City PH 2 Parking Exhibit.dgn

PROJECT NO: 010-2431
DRAWN BY: JJW
DATE: 2/28/2011

PHASE II PARKING LOT CONSTRUCTION



PERMANENT EASEMENT

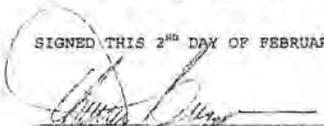
LOTS 2 & 3, BLOCK 14, NORTH LINCOLN ADDITION,
LOT 1, BLOCK 6, ORIGINAL TOWN OF LINCOLN,
THE UN-NAMED RIGHT-OF-WAY SOUTH OF BLOCK 14, NORTH LINCOLN ADD.

DESCRIPTION OF A UTILITY EASEMENT ACROSS A TRACT OF LAND COMPOSED OF A PART OF THE REMAINING PORTION OF LOTS 2 & 3, BLOCK 14, NORTH LINCOLN ADDITION, A PART OF THE REMAINING PORTION OF LOT 1, BLOCK 6, ORIGINAL TOWN OF LINCOLN, AND A PART OF THE UN-NAMED RIGHT-OF-WAY SOUTH OF SAID BLOCK 14, NORTH LINCOLN ADDITION, ALL BEING PART OF LAND ACQUIRED FOR RIGHT-OF-WAY WITH THE 10TH STREET VIADUCT PROJECT, LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF LOT 2, BLOCK 14, NORTH LINCOLN ADDITION, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 34.51 FEET TO A POINT ON THE EASTERLY LINE OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 12.24 FEET, HAVING A RADIUS OF 838.51 FEET, A CENTRAL ANGLE OF 0 DEGREES 50 MINUTES 10 SECONDS, A CHORD BEARING OF SOUTH 8 DEGREES 51 MINUTES 23 SECONDS WEST, AND A CHORD DISTANCE OF 12.24 FEET A POINT OF CURVATURE AND THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 16.95 FEET, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 7 DEGREES 31 MINUTES 37 SECONDS, A CHORD BEARING OF SOUTH 13 DEGREES 23 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 16.93 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 81.90 FEET, HAVING A RADIUS OF 379.00 FEET, A CENTRAL ANGLE OF 12 DEGREES 22 MINUTES 51 SECONDS, A CHORD BEARING OF SOUTH 3 DEGREES 25 MINUTES 52 SECONDS EAST, AND A CHORD DISTANCE OF 81.74 FEET TO A POINT; THENCE SOUTH 2 DEGREES 45 MINUTES 34 SECONDS WEST, A DISTANCE OF 64.71 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 18.21 FEET, HAVING A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 1 DEGREE 09 MINUTES 58 SECONDS, A CHORD BEARING OF SOUTH 2 DEGREES 10 MINUTES 35 SECONDS WEST, AND A CHORD DISTANCE OF 18.21 FEET TO A POINT; THENCE NORTH 88 DEGREES 24 MINUTES 24 SECONDS WEST, A DISTANCE OF 12.68 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, CORNHUSKER SHADOWS 1ST ADDITION; THENCE NORTH 1 DEGREE 49 MINUTES 39 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.16 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 147.86 FEET, HAVING A RADIUS OF 838.51 FEET, A CENTRAL ANGLE OF 10 DEGREES 06 MINUTES 11 SECONDS, A CHORD BEARING OF NORTH 3 DEGREES 23 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 147.66 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 2,477 SQUARE FEET, (0.06 ACRES) MORE OR LESS.

I HEREBY CERTIFY THE LOCATION OF THE EASEMENT ACROSS THE PROPERTY DESCRIBED ABOVE, WHICH WAS LOCATED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNED THIS 2ND DAY OF FEBRUARY, 2011


THOMAS D. BRUGGEMAN LS NO 454



RIGHT OF WAY EASEMENT

That the West Haymarket Joint Public Agency, a political subdivision of the State of Nebraska, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00 and OVC), duly paid the receipt whereof is duly acknowledged, and the further consideration of the performance of the covenants and agreements by Grantee as hereinafter set out and expressed, does hereby GRANT, REMISE, and RELINQUISH unto the CITY OF LINCOLN, NEBRASKA, a municipal corporation, d/b/a/ LINCOLN ELECTRIC SYSTEM, its successors and assigns, herein called "LES" as follows:

The permanent right, privilege, and easement to survey, construct, reconstruct, relocate, maintain, inspect, operate, alter and replace electric transmission lines and appurtenances thereto including structures, structure foundations, poles, pole foundations, down guys, anchors, insulators, underground cables, communication lines, wires and supports upon, above, along, under, in and across the following described real property, more particularly described on:

Exhibit A, Page 1 of 2 and Page 2 of 2
Attached hereto

TO HAVE AND TO HOLD UNTO THE CITY OF LINCOLN, NEBRASKA, d/b/a LINCOLN ELECTRIC SYSTEM, its successors and assigns, forever, or until released by LES.

LES shall have the right of reasonable ingress and egress to and from the easement area from public roads and streets and from adjacent properties for its employees, contractors, vehicles, and equipment, and shall have the right to remove, control, impede the growth of, trim, and clear away any trees, weeds, rocks, shrubs, roots, limbs or other surface materials which now or at any future time are located on, overhang, or extend onto the easement area and which interfere with or jeopardize lines to be constructed or installed by the terms of this easement. Grantor hereby grants to LES the right to top or remove any trees which, in falling would come within 15 feet of the nearest electric line conductor. LES will remove all brush, trimmings and debris at its expense.

It is the intention of the parties hereto that Grantor is hereby granting the uses herein specified without divesting Grantor of title and ownership of the rights to use and enjoy the above-described property for any purpose except the construction of buildings or structures, storage of any flammable material, metal, or other personal property, or use of the area in any way which would, endanger or be a hazard to or interfere with, the rights of LES to use the same for the purpose herein expressed in accordance with the terms hereof and subject to any prior leases or easements of record heretofore granted to other parties. Grantor shall not change or alter the grade of the right-of-way described hereinabove without the prior written approval of LES.

As soon as possible following completion of any construction by LES in the easement area, LES will cause to be removed from the property hereinabove described all debris and construction equipment and restore the premises to the extent practical.

Since this Easement traverses a parking lot critical to the continued viability of the office building located on Lot 1 Cornhusker Shadows 1st Addition to Lincoln Lancaster Co., NE, LES agrees that the transmission line built on this easement shall not reduce the number of allowed parking stalls below 551, and except in connection with maintenance or repair purposes on the transmission line, LES shall not unreasonably interfere with the usual vehicle movements within said parking lot. LES further agrees the relocated pole shall be located in the location shown on Exhibit A, attached hereto.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, lessees, successors, and assigns of the respective parties, and the easements, rights, obligations, and privileges of LES created by this instrument shall not in any manner be released, waived, or in any way terminated or affected by any delay, failure, or lack of use by LES for any period of time.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20 _____.

X _____

X _____
Chair, West Haymarket JPA Board of Representatives

X _____

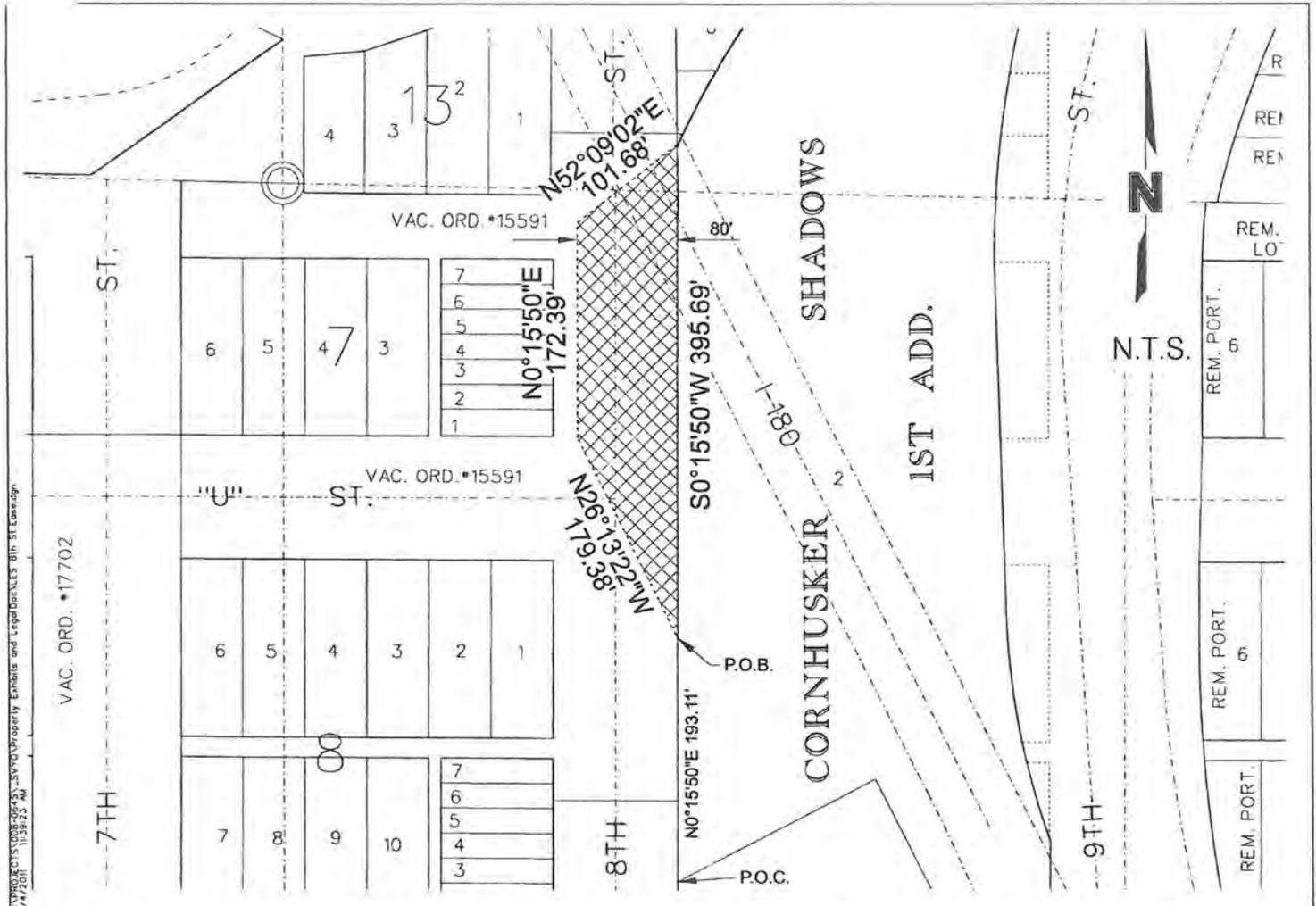
X _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Before me, a Notary Public, qualified for and in said County, personally came: _____
Chair of the West Haymarket JPA Board of Representatives, known to me to be the identical person(s) who signed the foregoing instrument and acknowledged the execution thereof to be a voluntary act and deed

WITNESS my hand and notarial seal on this _____ day of _____, 20 _____.

Notary Public



PROJECT NO: 010-2431
 DRAWN BY: TDB
 DATE: February 2nd, 2011

**LES TRANSMISSION LINE EASEMENT
 WITHIN VACATED 8TH STREET ROW**

OLSSON
 ASSOCIATES

1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68601-4608
 TEL 402.474.8311
 FAX 402.474.5180

Exhibit
A
 Page 1 of 2

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EXHIBIT "A"
PAGE 2 OF 2

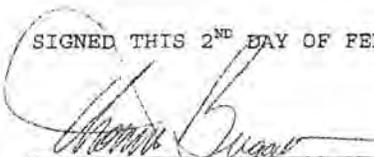
PERMANENT EASEMENT
VACATED 8TH STREET,

DESCRIPTION OF A TRANSMISSION LINE EASEMENT ACROSS A TRACT OF LAND COMPOSED OF A PORTION OF VACATED 8TH STREET RIGHT-OF-WAY, LOCATED IN THE EAST HALF OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

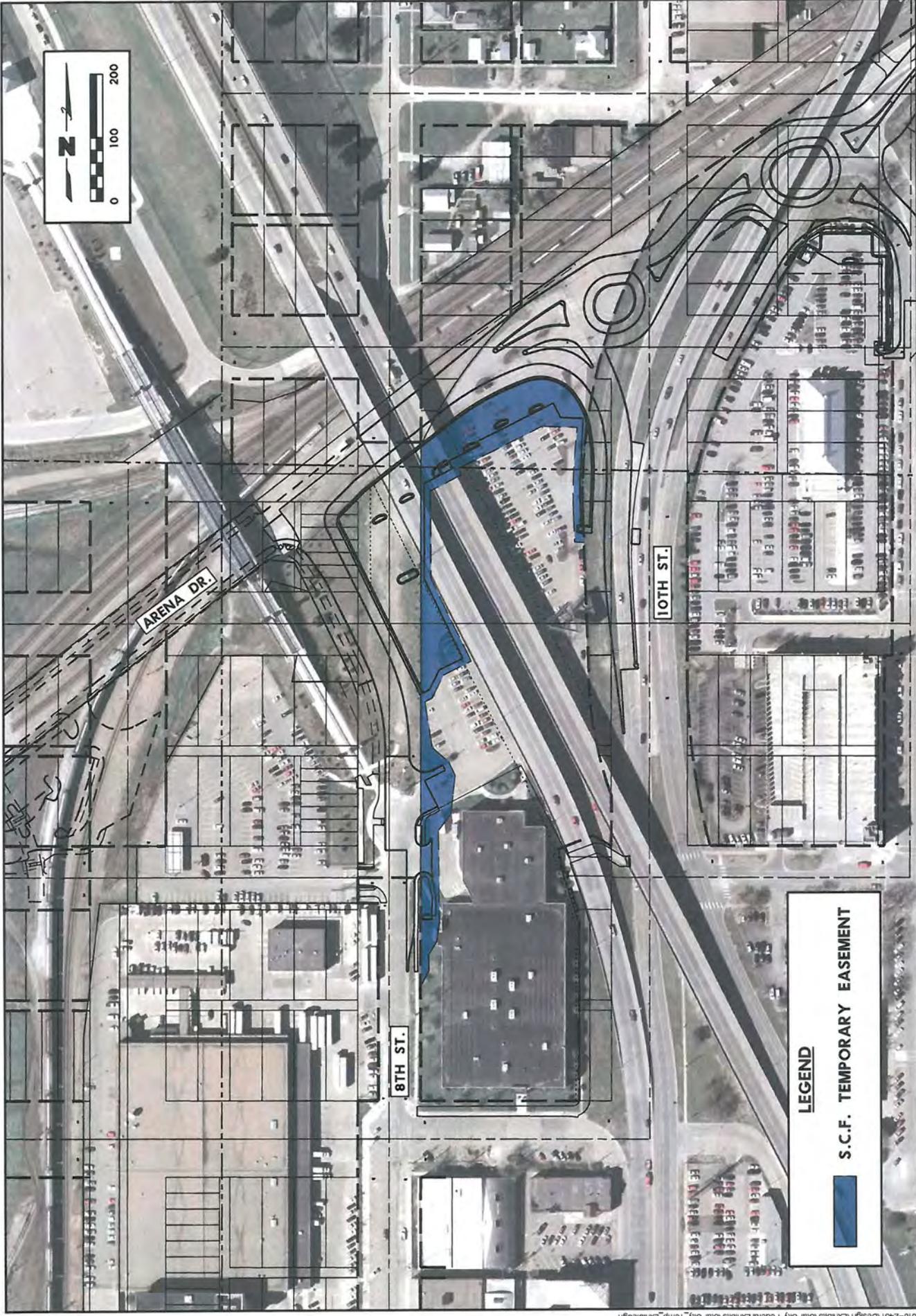
COMMENCING FROM THE SOUTHWEST CORNER OF LOT 2, CORNHUSKER SHADOWS 1ST ADDITION; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET, A DISTANCE OF 193.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 26 DEGREES 13 MINUTES 22 SECONDS WEST, A DISTANCE OF 179.38 FEET TO A POINT 80.00 FEET WEST OF THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET; THENCE NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG A LINE 80.00 FEET WEST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET, A DISTANCE OF 172.39 FEET TO A POINT; THENCE NORTH 52 DEGREES 09 MINUTES 02 SECONDS EAST, A DISTANCE OF 101.68 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET; THENCE SOUTH 0 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF VACATED 8TH STREET, A DISTANCE OF 395.69 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 22,723 SQUARE FEET, (0.52 ACRES) MORE OR LESS.

I HEREBY CERTIFY THE LOCATION OF THE EASEMENT ACROSS THE PROPERTY DESCRIBED ABOVE, WHICH WAS LOCATED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNED THIS 2ND DAY OF FEBRUARY, 2011


THOMAS D. BRUGGEMAN LS NO 454





LEGEND

 S.C.F. TEMPORARY EASEMENT

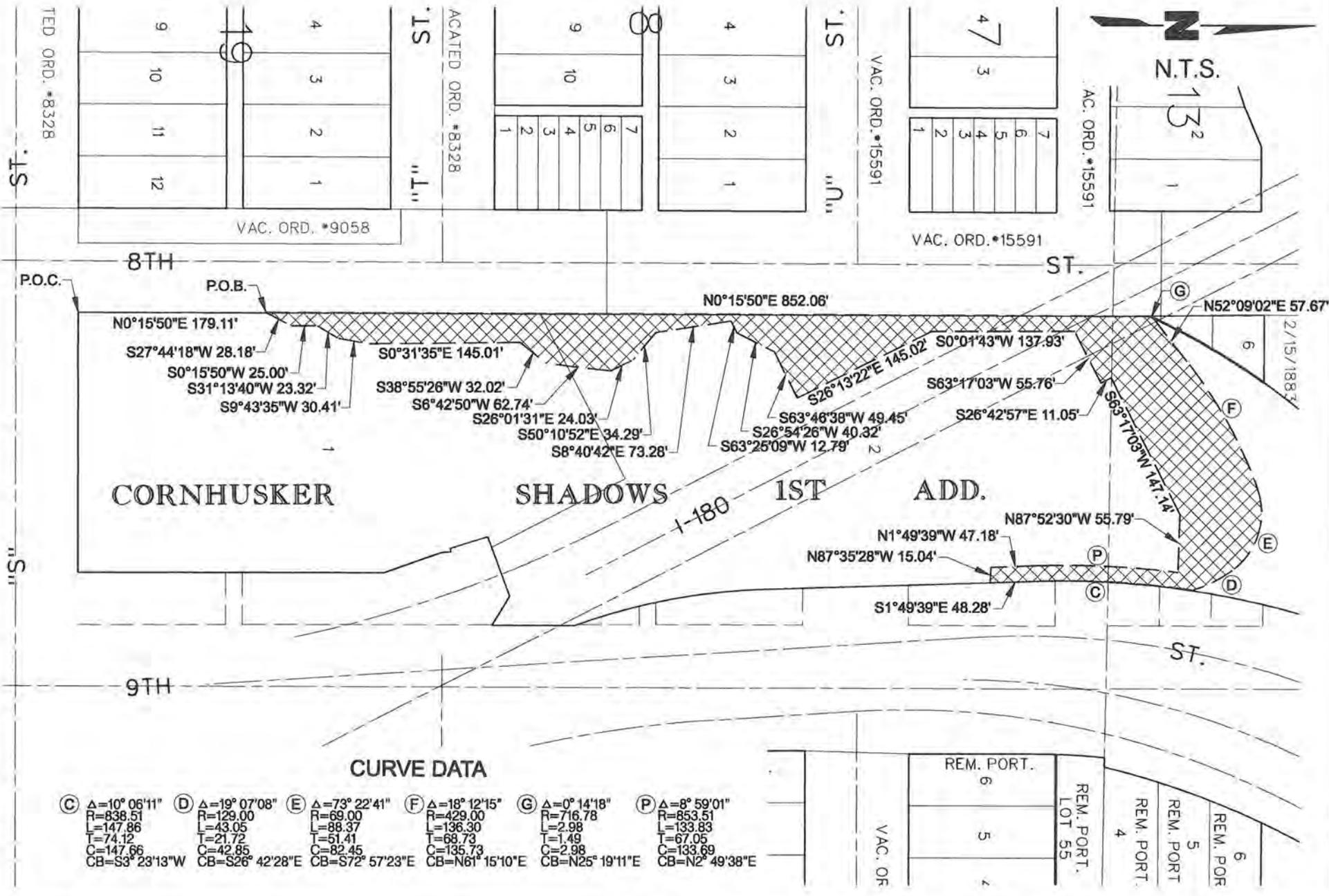
PROJECT NO: 010-2431
 DRAWN BY: JWW
 DATE: 3/23/2011

MOLSSON
 ASSOCIATES

TEMPORARY EASEMENTS

DATE: 3/23/2011 DGN: F:\Projects\010-2431\Design\Exhibits\Star City Federal Exhibits\Star City_Temp_Exhibit.dgn

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PROJECT NO: 010-2431
 DRAWN BY: TDB
 DATE: February 28th, 2011

**TEMPORARY EASEMENT WITHIN
 THE STAR/CITY FEDERAL PROPERTY**

1111 Lincoln Mall, Suite 111
 P.O. Box 84608
 Lincoln, NE 68501-4608
 TEL 402.474.8311
 FAX 402.474.5160

TRACT NO 4
STAR CITY / FEDERAL, LLC

TEMPORARY EASEMENT

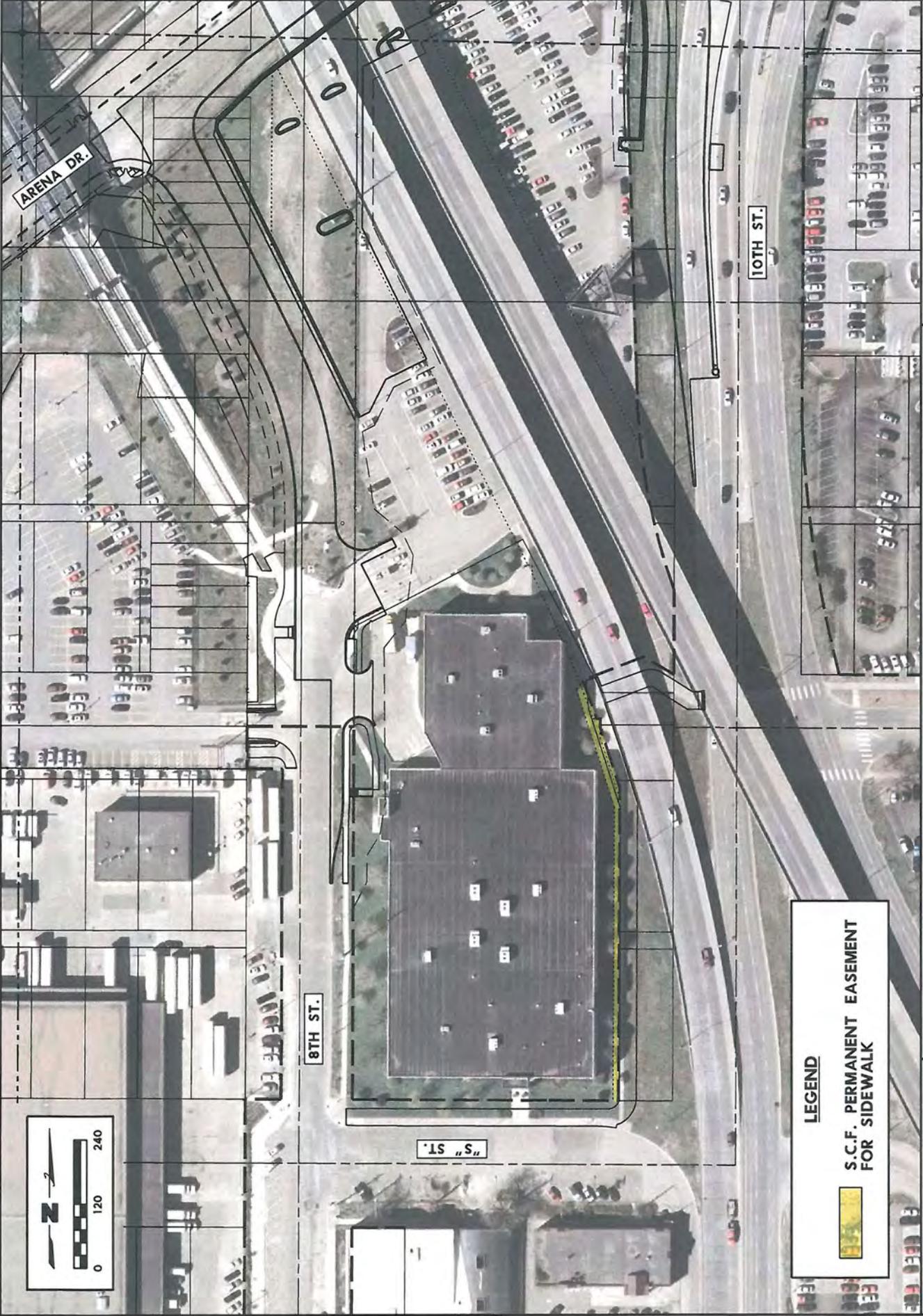
A PART OF LOTS 1 & 2, CORNHUSKER SHADOWS 1ST ADDITION

A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 1 & 2, CORNHUSKER SHADOWS 1ST ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 179.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE WEST LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 852.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT BEING 50.00 FEET EAST OF THE CENTERLINE OF VACATED 8TH STREET; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 2.98 FEET, HAVING A RADIUS OF 716.78 FEET, A CENTRAL ANGLE OF 0 DEGREES 14 MINUTES 18 SECONDS, A CHORD BEARING OF NORTH 25 DEGREES 19 MINUTES 11 SECONDS EAST, SAID BEARING BEING ASSUMED, AND A CHORD DISTANCE OF 2.98 FEET TO A POINT; THENCE NORTH 52 DEGREES 09 MINUTES 02 SECONDS EAST, A DISTANCE OF 57.67 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 136.30 FEET, HAVING A RADIUS OF 429.00 FEET, A CENTRAL ANGLE OF 18 DEGREES 12 MINUTES 15 SECONDS, A CHORD BEARING OF NORTH 61 DEGREES 15 MINUTES 10 SECONDS EAST, AND A CHORD DISTANCE OF 135.73 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 88.37 FEET, HAVING A RADIUS OF 69.00 FEET, A CENTRAL ANGLE OF 73 DEGREES 22 MINUTES 41 SECONDS, A CHORD BEARING OF SOUTH 72 DEGREES 57 MINUTES 23 SECONDS EAST, AND A CHORD DISTANCE OF 82.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 43.05 FEET, HAVING A RADIUS OF 129.00 FEET, A CENTRAL ANGLE OF 19 DEGREES 07 MINUTES 08 SECONDS, A CHORD BEARING OF SOUTH 26 DEGREES 42 MINUTES 28 SECONDS EAST, AND A CHORD DISTANCE OF 42.85 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 147.86 FEET, HAVING A RADIUS OF 838.51 FEET, A CENTRAL ANGLE OF 10 DEGREES 06 MINUTES 11 SECONDS, A CHORD BEARING OF SOUTH 3 DEGREES 23 MINUTES 13 SECONDS WEST, AND A CHORD DISTANCE OF 147.66 FEET TO A POINT; THENCE SOUTH 01 DEGREES 49

EXHIBIT K
SHEET 4 OF 4

MINUTES 39 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 48.28 FEET TO A POINT; THENCE NORTH 87 DEGREES 35 MINUTES 28 SECONDS WEST, A DISTANCE OF 15.04 FEET TO A POINT; THENCE NORTH 1 DEGREES 49 MINUTES 39 SECONDS WEST, A DISTANCE OF 47.18 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ON A CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 133.83 FEET, HAVING A RADIUS OF 853.51 FEET, A CENTRAL ANGLE OF 8 DEGREES 59 MINUTES 01 SECONDS, A CHORD BEARING OF NORTH 2 DEGREES 49 MINUTES 38 SECONDS EAST, AND A CHORD DISTANCE OF 133.69 FEET TO A POINT; THENCE NORTH 87 DEGREES 52 MINUTES 30 SECONDS WEST, A DISTANCE OF 55.79 FEET TO A POINT; THENCE SOUTH 63 DEGREES 17 MINUTES 03 SECONDS WEST, A DISTANCE OF 147.14 FEET TO A POINT; THENCE SOUTH 26 DEGREES 42 MINUTES 57 SECONDS EAST, A DISTANCE OF 11.05 FEET TO A POINT; THENCE SOUTH 63 DEGREES 17 MINUTES 03 SECONDS WEST, A DISTANCE OF 55.76 FEET TO A POINT; THENCE SOUTH 0 DEGREES 01 MINUTES 43 SECONDS WEST, A DISTANCE OF 137.93 FEET TO A POINT; THENCE SOUTH 26 DEGREES 13 MINUTES 22 SECONDS EAST, A DISTANCE OF 145.02 FEET TO A POINT; THENCE SOUTH 63 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 49.45 FEET TO A POINT; THENCE SOUTH 26 DEGREES 54 MINUTES 26 SECONDS WEST, A DISTANCE OF 40.32 FEET TO A POINT; THENCE SOUTH 63 DEGREES 25 MINUTES 09 SECONDS WEST, A DISTANCE OF 12.79 FEET TO A POINT; THENCE SOUTH 8 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 73.28 FEET TO A POINT; THENCE SOUTH 50 DEGREES 10 MINUTES 52 SECONDS EAST, A DISTANCE OF 34.29 FEET TO A POINT; THENCE SOUTH 26 DEGREES 01 MINUTES 31 SECONDS EAST, A DISTANCE OF 24.03 FEET TO A POINT; THENCE SOUTH 06 DEGREES 42 MINUTES 50 SECONDS WEST, A DISTANCE OF 62.74 FEET TO A POINT; THENCE SOUTH 38 DEGREES 55 MINUTES 26 SECONDS WEST, A DISTANCE OF 32.02 FEET TO A POINT; THENCE SOUTH 00 DEGREES 31 MINUTES 35 SECONDS EAST, A DISTANCE OF 145.01 FEET TO A POINT; THENCE SOUTH 09 DEGREES 43 MINUTES 35 SECONDS WEST, A DISTANCE OF 30.41 FEET TO A POINT; THENCE SOUTH 31 DEGREES 13 MINUTES 40 SECONDS WEST, A DISTANCE OF 23.32 FEET TO A POINT; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT; THENCE SOUTH 27 DEGREES 44 MINUTES 18 SECONDS WEST, A DISTANCE OF 28.18 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 47,523 SQUARE FEET (1.09 ACRES) MORE OR LESS.



LEGEND

 S.C.F. PERMANENT EASEMENT FOR SIDEWALK



TRACT NO 4
STAR CITY / FEDERAL, LLC

PERMANENT EASEMENT
A PART OF LOT 1, CORNHUSKER SHADOWS 1ST ADDITION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, CORNHUSKER SHADOWS 1ST ADDITION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 39 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF "S" STREET, A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 20 MINUTES 01 SECONDS EAST, ALONG A LINE 5.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 275.79 FEET TO A POINT; THENCE NORTH 17 DEGREES 44 MINUTES 20 SECONDS WEST, A DISTANCE OF 115.69 FEET TO A POINT; THENCE NORTH 33 DEGREES 22 MINUTES 22 SECONDS EAST, A DISTANCE OF 10.42 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE SOUTH 20 DEGREES 02 MINUTES 36 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 38.19 FEET TO A EAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 42 MINUTES 38 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 3.11 FEET TO A EAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 03 MINUTES 59 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 8.62 FEET TO A EAST CORNER OF SAID LOT 1; THENCE SOUTH 18 DEGREES 05 MINUTES 01 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 59.31 FEET TO A EAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 20 MINUTES 01 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 293.76 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 2,523 SQUARE FEET, (0.06 ACRES) MORE OR LESS.

RIGHT OF ENTRY AGREEMENT
(Parking Lot & Sidewalk Improvements)

This Right of Entry Agreement is made and entered into this ___ day of _____, 2011, by and between the **WEST HAYMARKET JOINT PUBLIC AGENCY**, a political subdivision and corporate body politic of the State of Nebraska (“JPA”), and **STAR CITY FEDERAL LLC**, a Nebraska limited liability company (“Star City Federal”).

RECITALS

1. Existing Star City Federal Property. Star City Federal presently owns Lots 1 and 2, Cornhusker Shadows 1st Addition. Said Lots 1 and 2 are currently used by Star City Federal for a commercial parking lot.

2. City Property. The City of Lincoln, Nebraska (“City”) presently owns a tract of land composed of a part of Lots 2-7, C.J. Hulls Subdivision, a part of Lot 4, Block 14, North Lincoln Addition, a part of vacated 8th Street, and a part of vacated un-named right-of-way north of C.J. Hulls Subdivision, located in the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“City Parcel One”) as legally described and shown on Exhibit “A” to the Land Exchange Agreement (defined below).

The City also owns a tract of land composed of a part of the remaining portion of Lots 2 & 3, Block 14, North Lincoln Addition, a part of the remaining portion of Lot 1, Block 6, Original Town of Lincoln, and a part of the un-named right-of-way south of Block 14, North Lincoln Addition, all being part of land acquired with the 10th Street Viaduct Project, located in the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“City Parcel Two”) as legally described and shown on Exhibit “B” to the Land Exchange Agreement (defined below).

3. Facilities Agreement. The JPA and the City have entered into a Facilities Agreement dated July 26, 2010 providing that the JPA pay the cost of acquiring and constructing the Lincoln Haymarket Arena project for and on behalf of the City.

4. Land Exchange. In order to construct street improvements to provide additional access to the Lincoln Haymarket Arena project, the JPA needs to acquire a portion of Lot 2, Cornhusker Shadows 1st Addition (“Star City Federal Parcel”) as more particularly described on Exhibit “E” to the Land Exchange Agreement. Therefore, the City, JPA and Star City Federal have entered into a Land Exchange Agreement which provides for the exchange of the Star City Federal Parcel for City Parcel One and City Parcel Two. The Star City Federal Parcel, City Parcel One, and City Parcel Two are sometimes referred to individually as the “Exchange Property” and when more than one as the “Exchange Properties.”

5. Star City Federal entered into the Land Exchange Agreement subject to (1) receiving a satisfactory report concerning marketable title and the environmental condition of City Parcel One and City Parcel Two; (2) the JPA, at its cost and expense, making Star City Federal whole from any loss of parking and functionality of its existing parking lot operation by reconfiguring and

reconstructing the Star City Federal parking lot as shown on Exhibit "G" to the Land Exchange Agreement (collectively "Parking Lot Improvements"); and (3) the JPA constructing the Sidewalk Improvements.

6. In order to accommodate the construction schedule for the planned improvements on the Star City Parcel and City Parcel One, it is necessary for the parties to enter into this Right of Entry Agreement in order to allow the Parking Lot Improvements and Sidewalk Improvements to commence prior to transfer of the Exchange Properties.

NOW, THEREFORE, in consideration of and based upon the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

I. Right of Entry.

A. In consideration of the mutual benefits and obligations of this Agreement, Star City Federal hereby grants the JPA the right to enter upon those portions of Lots 1 and 2, Cornhusker Shadows 1st Addition as shown and described on Exhibit K (Parking Lot Improvements) and Exhibit L (Sidewalk Improvements) ("Right of Entry") for the following purposes and no others:

(i) Star City Federal Parking Lot Improvements.

(1) JPA Requirements. The JPA, at its expense, will construct the Parking Lot Improvements as part of the JPA's 10th & Salt Creek Roadway Project in two phases as shown on Exhibit "G". Construction of the Parking Lot Improvements shall not commence until after the University of Nebraska-Lincoln's 2011 Spring Football Game. The Parking Lot Improvements will be constructed of 8-inch asphalt pavement with concrete curb and gutter along with necessary inlets and storm sewer pipes that are required to drain the new parking area. The Parking Lot Improvements will also include parking lot striping. Construction of the new parking area improvements along the west side of the existing parking lot in City Parcel One and in the existing parking lot as shown on Exhibit G as Phase 1 shall be completed prior to the JPA's removal of Star City Federal's existing parking lot improvements located on the Star City Federal Parcel (Phase II on Exhibit G). The JPA shall reimburse Star City Federal for Star City Federal's reasonable expenses associated with removal and relocation of existing light poles and lights (collectively "Lighting") from the Star City Federal Parcel to other locations within the new parking area. This reimbursement shall include the cost of relocation, wiring, and reconnection of existing electrical outlets, cable T.V. outlets, satellite dishes, and other accessories (collectively "Accessories") that are attached to the existing light poles and permit costs.

(2) Star City Federal Requirements. Star City Federal, at JPA's expense, will cause its lighting contractor to wire and install conduits ("Wiring") in the new parking area prior to the JPA's contractor paving the new parking area. In order not to hold up the JPA's paving of the new parking area, Star City Federal agrees to have the Wiring installed between April 25, 2011 and May 1, 2011. Installation of the Wiring will include compacting the backfill at the trench to the requirements outlined in the City of Lincoln Standard Specifications. In the event the Wiring is not timely installed, Star City Federal will be required to bore the conduits for the Wiring under the new pavement at its own cost and expense and without reimbursement. Star City Federal agrees to remove and relocate the existing Lighting and Accessories from the Star City Federal Parcel within

three weeks following the University of Nebraska Lincoln's Spring Football Game to be held on April 16, 2011. Star City Federal further understands and agrees that the Lighting and Accessories cannot be installed in the new parking area until after the JPA's construction work associated with the new parking area is substantially complete. If Star City Federal is required to purchase and install additional light poles ("Additional Lighting") in order to comply the City of Lincoln's design Standards for Parking Lots and Design Standards for Outdoor Lighting, the cost thereof shall be at the JPA's expense.

(ii) Sidewalk Improvements. the JPA, at its expense, shall remove the existing sidewalk, conduct minor grading and install new sidewalks along the east side of the Building. Disturbed grassy areas will be resodded. There will be no retaining walls and no slopes with a steepness greater than 4:1.

(iii) The Parking Lot Improvements and Sidewalk Improvements shall be constructed in conformance with the Plans and Specifications.

B. It is understood and agreed that JPA shall not be liable for trespass or any other damages or taking of any kind arising out of entering onto the above described portions of Lots 1 and 2, Cornhusker Shadows 1st Addition, for the purposes provided herein, except to the extent caused by negligence or willful misconduct of JPA, its agents, or employees.

C. JPA shall require its contractor or any subcontractors thereof to carry workers' compensation insurance and employer's liability insurance, general liability insurance and automobile liability insurance as specified in the Insurance Requirements for all City Contracts.

D. No work shall commence under this Right of Entry until JPA's contractor and subcontractors thereof have obtained all insurance required under paragraph 1.C. above and such insurance has been approved by the City Attorney for the City of Lincoln.

E. JPA shall require its contractor to conduct all activities in compliance with applicable federal, state, and local laws, rules and regulations including obtaining any necessary permits, approvals, or notifications.

F. This Right of Entry shall be in force and effect from and after the beginning of the work described in paragraph I.A. above and shall terminate upon completion of said work. It is anticipated the work will commence on or about April 18, 2011.

II. Indemnification. JPA agrees to indemnify and hold the Star City Federal harmless against and will reimburse the Star City Federal upon demand for any payment, loss, cost or expense (including reasonable attorney fees) made or incurred by or asserted against the Star City Federal with respect to any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or nonfulfillment of any term, provision, covenant, or agreement on the part of JPA contained in this Agreement.

III. Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, enforceable or invalid.

IV. Construction. The parties hereto acknowledge and agree that each party has participated in the drafting of this Right of Entry Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that no inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

V. Authority. This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation of each party, enforceable against the same in accordance with its terms. Star City Federal is the owner of Lots 1 and 2, Cornhusker Shadows 1st Addition and no other persons have any interest in such real estate which would detrimentally affect the JPA's ability to use the Right of Entry for the purposes stated herein.

VI. Integration and Amendments. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended or modified only in writing signed by both parties.

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and corporate body politic of the State of Nebraska

By: _____
Jayne Snyder, Chair
West Haymarket Joint Public Agency
Board of Representatives

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Jayne Snyder, Chairperson of the West Haymarket Joint Public Agency Board of Representatives, on behalf of the West Haymarket Joint Public Agency.

Notary Public

STAR CITY/FEDERAL, LLC
a Nebraska limited liability company

By: _____
Title: _____
Address: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____, managing member of Star City Federal, LLC, a Nebraska limited liability
company, on behalf of said limited liability company.

Notary Public

RIGHT OF ENTRY AGREEMENT
(Wiring and Additional Lighting)

This Right of Entry Agreement is made and entered into this ___ day of _____, 2011, by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation (“City”), and **STAR CITY FEDERAL LLC**, a Nebraska limited liability company (“Star City Federal”).

RECITALS

1. Existing Star City Federal Property. Star City Federal presently owns Lots 1 and 2, Cornhusker Shadows 1st Addition. Said Lots 1 and 2 are currently used by Star City Federal for a commercial parking lot.

2. City Property. The City presently owns a tract of land composed of a part of Lots 2-7, C.J. Hulls Subdivision, a part of Lot 4, Block 14, North Lincoln Addition, a part of vacated 8th Street, and a part of vacated un-named right-of-way north of C.J. Hulls Subdivision, located in the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“City Parcel One”) as legally described and shown on Exhibit “A” to the Land Exchange Agreement (defined below).

The City also owns a tract of land composed of a part of the remaining portion of Lots 2 & 3, Block 14, North Lincoln Addition, a part of the remaining portion of Lot 1, Block 6, Original Town of Lincoln, and a part of the un-named right-of-way south of Block 14, North Lincoln Addition, all being part of land acquired with the 10th Street Viaduct Project, located in the East Half of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska (“City Parcel Two”) as legally described and shown on Exhibit “B” to the Land Exchange Agreement (defined below).

3. Facilities Agreement. The West Haymarket Joint Public Agency (“JPA”) and the City have entered into a Facilities Agreement dated July 26, 2010 providing that the JPA pay the cost of acquiring and constructing the Lincoln Haymarket Arena project for and on behalf of the City.

4. Land Exchange. In order to construct street improvements to provide additional access to the Lincoln Haymarket Arena project, the JPA needs to acquire a portion of Lot 2, Cornhusker Shadows 1st Addition (“Star City Federal Parcel”) as more particularly described on Exhibit “E” to the Land Exchange Agreement. Therefore, the City, JPA and Star City Federal have entered into a Land Exchange Agreement which provides for the exchange of the Star City Federal Parcel for City Parcel One and City Parcel Two. The Star City Federal Parcel, City Parcel One, and City Parcel Two are sometimes referred to individually as the “Exchange Property” and when more than one as the “Exchange Properties.”

5. Star City Federal entered into the Land Exchange Agreement subject to (1) receiving a satisfactory report concerning marketable title and the environmental condition of City Parcel One and City Parcel Two; (2) the JPA, at its cost and expense, making Star City Federal whole from any loss of parking and functionality of its existing parking lot operation by reconfiguring and reconstructing the Star City Federal parking lot as shown on Exhibit “G” to the Land Exchange

Agreement (collectively "Parking Lot Improvements"); and (3) the JPA constructing the Sidewalk Improvements. The Land Exchange Agreement further requires Star City Federal to install the Wiring and Additional Lighting associated with the Parking Lot Improvements.

6. In order to accommodate the construction schedule for the planned improvements on the Star City Parcel and City Parcel One, it is necessary for the parties to enter into this Right of Entry Agreement in order to allow the Wiring and Additional Lighting to commence prior to transfer of the Exchange Properties.

NOW, THEREFORE, in consideration of and based upon the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

I. Right of Entry.

A. In consideration of the mutual benefits and obligations of this Agreement, the City hereby grants Star City Federal the right to enter upon City Parcel One as shown on Exhibit G ("Right of Entry") to install the Wiring and Additional Lighting as provided below:

(i) Star City Federal Parking Lot Improvements.

(1) JPA Requirements. The JPA, at its expense, will construct the Parking Lot Improvements as part of the JPA's 10th & Salt Creek Roadway Project in two phases as shown on Exhibit "G". Construction of the Parking Lot Improvements shall not commence until after the University of Nebraska-Lincoln's 2011 Spring Football Game. The Parking Lot Improvements will be constructed of 8-inch asphalt pavement with concrete curb and gutter along with necessary inlets and storm sewer pipes that are required to drain the new parking area. The Parking Lot Improvements will also include parking lot striping. Construction of the new parking area improvements along the west side of the existing parking lot in City Parcel One and in the existing parking lot as shown on Exhibit G as Phase 1 shall be completed prior to the JPA's removal of Star City Federal's existing parking lot improvements located on the Star City Federal Parcel (Phase II on Exhibit G). The JPA shall reimburse Star City Federal for Star City Federal's reasonable expenses associated with removal and relocation of existing light poles and lights (collectively "Lighting") from the Star City Federal Parcel to other locations within the new parking area. This reimbursement shall include the cost of relocation, wiring, and reconnection of existing electrical outlets, cable T.V. outlets, satellite dishes, and other accessories (collectively "Accessories") that are attached to the existing light poles and permit costs.

(2) Star City Federal Requirements. Star City Federal, at JPA's expense, will cause its lighting contractor to wire and install conduits ("Wiring") in the new parking area prior to the JPA's contractor paving the new parking area. In order not to hold up the JPA's paving of the new parking area, Star City Federal agrees to have the Wiring installed between April 25, 2011 and May 1, 2011. Installation of the Wiring will include compacting the backfill at the trench to the requirements outlined in the City of Lincoln Standard Specifications. In the event the Wiring is not timely installed, Star City Federal will be required to bore the conduits for the Wiring under the new pavement at its own cost and expense and without reimbursement. Star City Federal agrees to remove and relocate the existing Lighting and Accessories from the Star City Federal Parcel within three weeks following the University of Nebraska Lincoln's Spring Football Game to be held on

April 16, 2011. Star City Federal further understands and agrees that the Lighting and Accessories cannot be installed in the new parking area until after the JPA's construction work associated with the new parking area is substantially complete. If Star City Federal is required to purchase and install additional light poles ("Additional Lighting") in order to comply the City of Lincoln's design Standards for Parking Lots and Design Standards for Outdoor Lighting, the cost thereof shall be at the JPA's expense.

(ii) Sidewalk Improvements. the JPA, at its expense, shall remove the existing sidewalk, conduct minor grading and install new sidewalks along the east side of the Building. Disturbed grassy areas will be resodded. There will be no retaining walls and no slopes with a steepness greater than 4:1.

(iii) The Parking Lot Improvements and Sidewalk Improvements shall be constructed in conformance with the Plans and Specifications.

B. It is understood and agreed that Star City Federal shall not be liable for trespass or any other damages or taking of any kind arising out of entering onto City Parcel One for the purposes provided herein, except to the extent caused by negligence or willful misconduct of Star City Federal, its agents, or employees.

C. Star City Federal shall require its contractor or any subcontractors thereof to carry workers' compensation insurance and employer's liability insurance, general liability insurance and automobile liability insurance as specified in the Insurance Requirements for all City Contracts.

D. No work shall commence under this Right of Entry until Star City Federal's contractor and subcontractors thereof have obtained all insurance required under paragraph 1.C. above and such insurance has been approved by the City Attorney for the City of Lincoln.

E. Star City Federal shall require its contractor to conduct all activities in compliance with applicable federal, state, and local laws, rules and regulations including obtaining any necessary permits, approvals, or notifications.

F. This Right of Entry shall be in force and effect from and after the beginning of the work described in paragraph I.A. above and shall terminate upon completion of said work. It is anticipated the work will commence on or about April 18, 2011.

II. Indemnification. Star City Federal agrees to indemnify and hold the City harmless against and will reimburse the City upon demand for any payment, loss, cost or expense (including reasonable attorney fees) made or incurred by or asserted against the City with respect to any and all damages or deficiencies resulting from any omission, misrepresentation, breach of warranty, or nonfulfillment of any term, provision, covenant, or agreement on the part of Star City Federal contained in this Agreement.

III. Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any

particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, enforceable or invalid.

IV. Construction. The parties hereto acknowledge and agree that each party has participated in the drafting of this Right of Entry Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that no inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

V. Authority. This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation of each party, enforceable against the same in accordance with its terms. City is the owner of City Parcel One and no other persons have any interest in such real estate which would detrimentally affect the Star City Federal’s ability to use the Right of Entry for the purposes stated herein.

VI. Integration and Amendments. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended or modified only in writing signed by both parties.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,
corporate body politic of the State of Nebraska

By: _____
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public

STAR CITY/FEDERAL, LLC
a Nebraska limited liability company

By: _____
Title: _____
Address: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,
by _____, managing member of Star City Federal, LLC, a Nebraska limited liability
company, on behalf of said limited liability company.

Notary Public

RESOLUTION NO. WH- _____

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

3 That the attached Change Order No. 2 to the Contract Agreement between the West
4 Haymarket Joint Public Agency and General Excavating, Inc. for additional work associated with
5 diesel plume remediation is hereby accepted and approved. The Chair is hereby authorized to
6 execute said Change Order on behalf of the Agency.

7 Adopted this _____ day of March, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Jayne Snyder, Chair

Tim Clare

Chris Beutler

CHANGE ORDER NO. 2
West Haymarket Diesel Fuel Plume Remediation
Bid No. 10-230

PROJECT DESCRIPTION: West Haymarket Diesel Plume Remediation

CONTRACTOR Ken Imig, Project Manager
ADDRESS: General Excavating
6701 Cornhusker Hwy
Lincoln, NE 68507-3313

NOTICE TO PROCEED: January 13, 2011
SUBSTANTIAL COMPLETION DATE: May 10, 2011

CHANGE ORDER: The West Haymarket Joint Public Agency (JPA), City of Lincoln, Nebraska and General Excavating, Inc. agree to the following revisions to the above-mentioned contract:

- 1) Soil hauling and disposal of approximately 4560 tons of overburden soil at a rate of \$10.89/ton.
- 2) Rates proposed on the placement of granular material and fabric for the excavation stabilization:
 - a. Granular Material – 3500 placed tons at \$34.78/ton.
 - b. Geo-Textile Fabric – 5555 SY placed at \$4.59/SY.
- 3) Sheet Piling Shoring Increase
 - a. Rail – 4821 additional square feet at \$45.60/sq. ft.
 - b. Manhole – 2133 additional square feet at \$43.40/sq. ft.

All other provisions of this contract shall remain the same. The changes included in this change order are to be accomplished in accordance with the terms, stipulations, and conditions of the original contract as though included therein.

ACCEPTED BY THE CONTRACTOR ON March 24th 2011.

By: 

Title: Vice President

Company: General Excavating

RESOLUTION NO. WH- _____

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

3 That the attached contract with TCW Construction Inc. for construction of the Haymarket
4 Infrastructure Improvement, 10th and Salt Creek Roadway, Project No. 870304 (Bid No. 11-053)
5 for a cost of \$2,787,464.22 is hereby accepted and approved and the Chairperson of the West
6 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said
7 Contract on behalf of the JPA.

8 Adopted this _____ day of March, 2011.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Jayne Snyder, Chair

Tim Clare

Chris Beutler

**Advertise 1 time
Friday, March 4, 2011**

**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, March 23, 2011 for the following bid:

**West Haymarket Joint Public Agency
Haymarket Infrastructure Improvement
10th & Salt Creek Roadway
Project No. 870304
Bid No. 11-053**

A Pre-bid meeting will be held Tuesday, March 15, 2011 at 1:00 p.m., at Engineering Services, 901 West Bond, Suite 100, Lincoln, NE. All interested Vendors are strongly encouraged to attend.

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

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid.

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8314 or (402) 441-7410 or ymejer@lincoln.ne.gov. No telephone inquiries will be accepted by any JPA representative.

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Deb Winkler Systems Administrator	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	dwinkler@lincoln.ne.gov	Contact	Vince Mejer Purchasing Agent	Contact
Phone	1 (402) 441-7410	Department		Department
Fax	1 (402) 441-6513	Building		Building
Bid Number	11-053 Addendum 1	Floor/Room		Floor/Room
Title	Haymarket Infrastructure Improvement - 10th & Salt Creek Roadway, Project No. 870304 (PW/U - Eng. Services)	Telephone	1 (402) 441-8314	Telephone
Bid Type	Bid	Fax	1 (402) 441-6513	Fax
Issue Date	03/04/2011	Email	vmejer@lincoln.ne.gov	Email
Close Date	3/23/2011 12:00:00 PM CST			
Need by Date				

Supplier Information

Company TCW Construction Inc.
 Address 141 M St.
 Lincoln, NE 68508

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4755030
 Fax 1 (402) 4755049
 Email
 Submitted 3/23/2011 11:28:27 AM CST
 Total \$2,787,464.22

Signature _____

Supplier Notes

Bid Notes

NOTE: West Haymarket Joint Public Agency (JPA) is Owner.

If you need assistance in preparing your bid, there are several options.

1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt>

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/stdndspec/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	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Specifications	I acknowledge reading and understanding the Specifications.	Yes
6	Plan, Profile & Detail Sheets	I acknowledge reading and understanding the Plan, Profile & Detail Sheets included with this bid.	Yes
7	Davis Bacon	I acknowledge reading and understanding the Davis Bacon documents.	Yes
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	Form of Bonds	I acknowledge that the Performance Bond and Payment Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	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	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 no later than November 4, 2011.	YES
13	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
14	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
15	Contact	Name of person submitting this bid:	Casey Thompson
16	Electronic Signature	Please check here for your electronic signature.	Yes
17	Special Provisions/Traffic Control Provisions	I acknowledge reading and understanding the Special Provisions and/or Traffic Control Provisions.	Yes
18	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
19	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 and Revised Pricing Sheet.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Haymarket Infrastructure Improvement - 10th & Salt Creek Roadway, Project No. 870304 – Total Lump Sum for Bid	\$2,787,464.22

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

Supplier Notes:

Response Total: \$2,787,464.22

11-053

TCW CONSTRUCTION, INC

Line No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
001	00.2000	Const Staking	1.0000	LS	\$65,900.00	\$65,900.00
002	00.4000	Mobilization	1.0000	LS	\$93,000.00	\$93,000.00
003	01.0100	Pavt & Sidewalk Rem	4,043.0000	CY	\$9.50	\$38,408.50
004	01.0170	Adj MH to Grade, Cmpl	3.0000	EA	\$238.00	\$714.00
005	01.0180	Adj Water Valve Box To Grade, Cmpl	1.0000	EA	\$138.00	\$138.00
006	01.0190	Std Monument Box (In Place)	16.0000	EA	\$185.00	\$2,960.00
007	01.0200	Std Dead End Barricade, Ty III, (In Place)	9.0000	EA	\$877.00	\$7,893.00
008	01.0210	Sawing, Type "A"	1,596.0000	LF	\$4.00	\$6,384.00
009	01.0220	Sawing, Type "B"	736.0000	LF	\$4.00	\$2,944.00
010	01.0230	Sawing, Type "C"	141.0000	LF	\$5.75	\$810.75
011	02.0010	Gen Clearing & Grubbing	1.0000	LS	\$4,867.00	\$4,867.00
012	02.0120	Parking Space Finish	15,439.0000	SY	\$2.05	\$31,649.95
013	02.0301	Excavation	8,135.0000	CY	\$3.05	\$24,811.75
014	02.0401	Excavation - Disposal	3,858.0000	CY	\$4.25	\$16,396.50
015	02.0601	Earthwork Measured in Embankment	4,277.0000	CY	\$3.50	\$14,969.50
016	03.0030	PCC Pavt, 8"	151.0000	SY	\$38.00	\$5,738.00
017	03.0060	PCC Pavt w/Int Curb, 9"	15,444.0000	SY	\$36.00	\$555,984.00
018	06.0010	Conc Header	71.0000	LF	\$8.25	\$585.75
019	06.0020	Combined Curb & Gutter	1,834.0000	LF	\$15.50	\$28,427.00
020	06.0050	Conc Median Nose, (In Place)	9.0000	EA	\$418.00	\$3,762.00
021	06.0060	Conc Median Surfacing, 4"	2,301.0000	SF	\$3.05	\$7,018.05
022	07.0020	Conc Sidewalk, 4"	5,374.0000	SF	\$3.45	\$18,540.30
023	07.0030	Conc Driveway, 6"	778.0000	SF	\$4.10	\$3,189.80
024	07.0045	Conc Bikeway, 5"	16,440.0000	SF	\$3.10	\$50,964.00
025	07.0100	Detectable Warning Panels	179.0000	SF	\$30.50	\$5,459.50
026	08.0010	Reinf Stl for Steps & Retain Walls (In Place)	26,683.0000	LBS	\$2.00	\$53,366.00
027	08.0020	Conc for Steps & Retaining Walls (In Place)	279.9000	CY	\$314.00	\$87,888.60
028	09.0070	Pipe Railing Fence (In Place), 48"	100.0000	LF	\$31.00	\$3,100.00
029	10.0010	Crushed Rock Surfacing (In Place)	1,000.0000	Ton	\$18.00	\$18,000.00

030	13.0275	Paint Mkg, 4" W	3,874.0000	LF	\$0.65	\$2,518.10
031	13.0409	Grvd Prfmd Plstc Mkg, Lt Arrow	3.0000	EA	\$438.00	\$1,314.00
032	13.0410	Grvd Prfmd Plstc Mkg, Rt Arrow	4.0000	EA	\$438.00	\$1,752.00
033	13.0411	Grvd Prfmd Plstc Mkg, Strt Arrow	8.0000	EA	\$409.00	\$3,272.00
034	13.0429	Polyurea Mkg, 8" Y	142.0000	EA	\$8.25	\$1,171.50
035	13.0430	Polyurea Mkg, 4" Y	170.0000	EA	\$1.80	\$306.00
036	13.0433	Polyurea Mkg, 12" Y	91.0000	EA	\$11.00	\$1,001.00
037	13.0442	Grvd Polyurea Mkg, 4" Y	3,826.0000	LF	\$1.80	\$6,886.80
038	13.0443	Grvd Polyurea Mkg, 4" W	2,449.0000	LF	\$1.80	\$4,408.20
039	13.0444	Grvd Polyurea Mkg, 8" W	669.0000	LF	\$8.25	\$5,519.25
040	13.0445	Grvd Polyurea Mkg, 12" Y	71.0000	LF	\$11.00	\$781.00
041	13.0446	Grvd Polyurea Mkg, 12" W	124.0000	LF	\$11.00	\$1,364.00
042	13.0501	Grvd Polyurea Mkg, 8" Y	49.0000	LF	\$8.25	\$404.25
043	13.0560	Raised Pavement Markers	32.0000	EA	\$7.25	\$232.00
044	13.0570	Flexible Tubular Markers	4.0000	EA	\$64.00	\$256.00
045	14.0001	Traffic Sign, < 4 Sq Ft	6.0000	EA	\$111.00	\$666.00
046	14.0003	Traffic Sign, 4 Sq Ft < 9 Sq Ft	40.0000	EA	\$134.00	\$5,360.00
047	14.0005	Traffic Sign, 9 Sq Ft or >	14.0000	EA	\$228.00	\$3,192.00
048	14.0007	"U" Channel Sign Post	652.0000	LF	\$8.75	\$5,705.00
049	14.0009	Street Name (Round) Post	14.0000	LF	\$17.50	\$245.00
050	14.0013	Remove Traffic Sign Only	4.0000	EA	\$64.00	\$256.00
051	14.0015	Remove Traffic Sign and Post	18.0000	EA	\$88.00	\$1,584.00
052	14.0050	Ground Sleeve	7.0000	EA	\$112.00	\$784.00
053	14.0201	Relocate Sign and Post	3.0000	EA	\$146.00	\$438.00
054	15.0001	Traffic Ctrl for Const	1.0000	LS	\$61,380.00	\$61,380.00
055	21.0060	RCP Storm Sewer, CI III, 42"	239.0000	LF	\$159.00	\$38,001.00
056	21.0090	RCP Storm Sewer, CI III, 24"	876.0000	LF	\$79.00	\$69,204.00
057	21.0100	RCP Storm Sewer, CI III, 18"	766.0000	LF	\$53.00	\$40,598.00
058	21.0110	RCP Storm Sewer, CI III, 15"	1,096.0000	LF	\$46.50	\$50,964.00
059	21.0770	Storm Sewer Inlet (Cmpl), 72"	15.0000	EA	\$2,775.00	\$41,625.00
060	21.0780	Canted Storm Sewer Inlet (Cmpl), 72"	24.0000	EA	\$2,775.00	\$66,600.00
061	21.0790	Radius Storm Sewer Inlet (Cmpl), 72"	1.0000	EA	\$2,775.00	\$2,775.00
062	21.0820	Grate Inlet, Ty "F-1" (Cmpl)	1.0000	EA	\$2,378.00	\$2,378.00
063	21.0830	Grate Inlet, Ty "F-2" (Cmpl)	1.0000	EA	\$2,643.00	\$2,643.00
064	21.0860	Storm Sewer MH, 66"-72" (Cmpl)	1.0000	EA	\$6,607.00	\$6,607.00
065	21.0885	Storm Sewer MH, 42" (Cmpl)	2.0000	EA	\$4,625.00	\$9,250.00
066	21.0895	Storm Sewer MH, 15"-30" (Cmpl)	16.0000	EA	\$3,700.00	\$59,200.00
067	21.0920	Conc for Structures (In Place)	0.8600	CY	\$793.00	\$681.98

068	21.0930	Reinf Steel for Structures (In Place)	166.0000	LBS	\$1.30	\$215.80
069	21.0940	Conc for Collars, Elbows & Hdwls (In Place)	0.8400	CY	\$793.00	\$666.12
070	21.0950	Reinf Steel for Collars, Elbows & Hdwls (In Place)	61.0000	LBS	\$1.30	\$79.30
071	21.1040	Convert Inlet to MH (Cmpl)	1.0000	EA	\$1,321.00	\$1,321.00
072	21.1050	Tap Ex Storm Sewer MH & Replace	4.0000	EA	\$1,321.00	\$5,284.00
073	21.1070	Tap Ex RCP	3.0000	EA	\$132.00	\$396.00
074	21.1080	Tap Ex RC Box	2.0000	EA	\$198.00	\$396.00
075	21.1270	Rem Storm Sewer Pipe, 36"	255.0000	LF	\$13.00	\$3,315.00
076	21.1290	Rem Storm Sewer Pipe, 24"	249.0000	LF	\$13.00	\$3,237.00
077	21.1310	Rem Storm Sewer Pipe, 18"	678.0000	LF	\$13.00	\$8,814.00
078	21.1320	Rem Storm Sewer Pipe, 15"	112.0000	LF	\$13.00	\$1,456.00
079	21.1325	Rem Storm Sewer Pipe, 12"	287.0000	LF	\$13.00	\$3,731.00
080	21.1700	Rem Storm Sewer MH (Cmpl)	7.0000	EA	\$264.00	\$1,848.00
081	21.1710	Rem Ex Inlet (Cmpl)	17.0000	EA	\$198.00	\$3,366.00
082	21.1740	Rem Ex Grate Inlet (Cmpl)	4.0000	EA	\$198.00	\$792.00
083	23.0006	Water Main, 12"	1,604.0000	LF	\$77.00	\$123,508.00
084	23.0007	Water Main, 8"	9.0000	LF	\$67.00	\$603.00
085	23.0008	Water Main, 6"	50.0000	LF	\$54.00	\$2,700.00
086	23.0270	Tapping Sleeve & Valve, MJ, 12" x 8"	1.0000	EA	\$2,592.00	\$2,592.00
087	23.0290	Tapping Sleeve & Valve, MJ, 12" x 4"	1.0000	EA	\$1,870.00	\$1,870.00
088	23.0440	Gate Valve, MJ, 12"	3.0000	EA	\$1,735.00	\$5,205.00
089	23.0450	Gate Valve, MJ, 8"	1.0000	EA	\$1,002.00	\$1,002.00
090	23.0460	Gate Valve, MJ, 6"	3.0000	EA	\$730.00	\$2,190.00
091	23.0490	Hydrant, Complete L=5.5"	4.0000	EA	\$2,398.00	\$9,592.00
092	23.0510	Retainer Glands, MJ, 12"	54.0000	EA	\$90.00	\$4,860.00
093	23.0520	Retainer Glands, MJ, 8"	12.0000	EA	\$45.00	\$540.00
094	23.0530	Retainer Glands, MJ, 6"	2.0000	EA	\$30.50	\$61.00
095	23.0536	Deg Bend, MJ, 12" X 90	2.0000	EA	\$256.00	\$512.00
096	23.0544	Deg Bend, MJ, 12" X 45	10.0000	EA	\$223.00	\$2,230.00
097	23.0545	Deg Bend, MJ, 8" X 45	1.0000	EA	\$115.00	\$115.00
098	23.0552	Deg Bend, MJ, 12" X 22.5	1.0000	EA	\$203.00	\$203.00
099	23.0560	Deg Bend, MJ, 12" X 11.25	2.0000	EA	\$193.00	\$386.00
100	23.0578	Tee, MJ, 12" X 12"	1.0000	EA	\$363.00	\$363.00
101	23.0579	Tee, MJ, 12" x 8"	1.0000	EA	\$294.00	\$294.00
102	23.0580	Tee, MJ, 12" X 6"	3.0000	EA	\$263.00	\$789.00
103	23.0592	Anchoring Elbow, MJ, 6"	2.0000	EA	\$120.00	\$240.00
104	23.0594	Anchoring Coupling, MJ (L=18"), 6"	3.0000	EA	\$113.00	\$339.00
105	23.0624	Reducer, MJ, 12" X 6"	1.0000	EA	\$139.00	\$139.00

106	23.0648	Solid Sleeve, MJ (L=12"), 12"	3.0000	EA	\$210.00	\$630.00
107	23.0649	Solid Sleeve, MJ (L=12"), 8"	3.0000	EA	\$133.00	\$399.00
108	23.0665	Conc for Thrust Blocks & Anchorages (In Place)	14.2200	CY	\$304.00	\$4,322.88
109	23.0670	Reinf Stl for Thrust Blks & Anchorages	472.4000	LBS	\$1.35	\$637.74
110	23.0680	Construct Water Service	1.0000	EA	\$1,567.00	\$1,567.00
111	23.0685	Reconstruct Water Service	1.0000	EA	\$1,320.00	\$1,320.00
112	23.0695	Copper Water Service Pipe, 2"	13.0000	LF	\$45.00	\$585.00
113	23.0930	Remove 12" Water Main	409.0000	LF	\$12.00	\$4,908.00
114	23.0940	Remove 8" Water Main	57.0000	LF	\$13.00	\$741.00
115	23.0960	Remove and Salvage Hydrant (Complete)	1.0000	EA	\$250.00	\$250.00
116	23.1000	Remove and Salvage Gate Valve and Box (Complete)	1.0000	EA	\$143.00	\$143.00
117	24.0102	SL, Rem, Cmpl	7.0000	EA	\$209.00	\$1,463.00
118	24.0104	Found, Rem SL Pole	17.0000	EA	\$387.00	\$6,579.00
119	24.0105	Remove Pull Box	4.0000	EA	\$95.00	\$380.00
120	24.0110	Cable, Rem	5,913.0000	LF	\$0.65	\$3,843.45
121	24.0223	Pole, Rel SL, Cmpl (req found)	11.0000	EA	\$603.00	\$6,633.00
122	24.0806	PB-T6	1.0000	EA	\$495.00	\$495.00
123	24.0809	PB-T9	1.0000	EA	\$567.00	\$567.00
124	24.0810	PB-FOR27	2.0000	EA	\$913.00	\$1,826.00
125	24.0895	Conduit, 2" B	60.0000	LF	\$15.00	\$900.00
126	24.0897	Conduit, 4" B	3,745.0000	LF	\$14.00	\$52,430.00
127	24.0903	Conduit, 1 1/2" T	2,986.0000	LF	\$2.75	\$8,211.50
128	24.0904	Conduit, 2" T	243.0000	LF	\$3.80	\$923.40
129	24.0906	Conduit, 4" T	4,578.0000	LF	\$6.00	\$27,468.00
130	24.1050	Tracer Wire	8,551.0000	LF	\$0.65	\$5,558.15
131	24.1063	Cable, No 4 CG	563.0000	LF	\$3.15	\$1,773.45
132	24.1064	Cable, No 6 CG	2,089.0000	LF	\$2.65	\$5,535.85
133	24.1065	Cable, No 8 CG	346.0000	LF	\$2.10	\$726.60
134	24.1071	Cable, No 2 SL	1,126.0000	LF	\$3.60	\$4,053.60
135	24.1072	Cable, No 4 SL	4,178.0000	LF	\$2.65	\$11,071.70
136	24.1073	Cable, No 6 SL	692.0000	LF	\$2.20	\$1,522.40
137	24.6020	Locate Stick	3.0000	EA	\$251.00	\$753.00
138	30.0050	Seeding, Ty "B"	2.1800	AC	\$5,185.00	\$11,303.30
139	31.0001	Topsoil	735.0000	CY	\$24.50	\$18,007.50
140	32.0040	Synthetic Fabric Silt Fence Inst	2,051.0000	LF	\$2.30	\$4,717.30
141	32.0050	Synthetic Fabric Silt Fence Maint	4,102.0000	LF	\$0.90	\$3,691.80
142	32.0070	Inst Storm Drain Inlet Protection	51.0000	EA	\$111.00	\$5,661.00
143	32.0080	Storm Drain Inlet Protetion Maint	102.0000	EA	\$29.00	\$2,958.00

144	32.0090	Rem Storm Drain Inlet Protection	51.0000	EA	\$11.50	\$586.50
145	50.0001	Pipe Bollard	8.0000	EA	\$712.00	\$5,696.00
146	50.0001	Mountable Curb Inlet	5.0000	EA	\$5,946.00	\$29,730.00
147	50.0001	Remove Bollard	22.0000	EA	\$131.00	\$2,882.00
148	50.0001	Grvd Prfmd Plstc Mkg, Lt/Strt Arrow	7.0000	EA	\$614.00	\$4,298.00
149	50.0001	Grvd Prfmd Plstc Mkg, Rt/Strt Arrow	2.0000	EA	\$614.00	\$1,228.00
150	50.0001	Grvd Prfmd Plstc Mkg, Lt Roundabout Arrow	2.0000	EA	\$710.00	\$1,420.00
151	50.0001	Grvd Prfmd Plstc Mkg, Lt/Strt Roundabout Arrow	4.0000	EA	\$672.00	\$2,688.00
152	50.0001	Grvd Prfmd Plstc Mkg, Lt/Rt Roundabout Arrow	2.0000	EA	\$849.00	\$1,698.00
153	50.0001	Grvd Polyurea Mkg, "Yield"	10.0000	EA	\$555.00	\$5,550.00
154	50.0001	Grvd Polyurea Mkg, "ONLY"	3.0000	EA	\$555.00	\$1,665.00
155	50.0001	Relocate Traffic Sign Only	3.0000	EA	\$64.00	\$192.00
156	50.0001	Install Fiber Vault	12.0000	EA	\$937.00	\$11,244.00
157	50.0001	Modify Crossarm	2.0000	EA	\$167.00	\$334.00
158	50.0001	Pole, Type "A"	12.0000	EA	\$5,466.00	\$65,592.00
159	50.0001	Pole, Type "B"	2.0000	EA	\$5,466.00	\$10,932.00
160	50.0001	Luminaire Type "C", Inst 250W HPSV-PC	1.0000	EA	\$1,193.00	\$1,193.00
161	50.0001	Luminaire Type "D", Inst 250W HPSV-SC	1.0000	EA	\$1,193.00	\$1,193.00
162	50.0001	Relocate Existing Meter Pedestals	1.0000	EA	\$1,516.00	\$1,516.00
163	50.0001	Horizontal Sliding Gate, 96" Height	1.0000	EA	\$2,736.00	\$2,736.00
164	50.0001	14"-0" Wide Vinyl Coated Double Swing Gate	1.0000	EA	\$988.00	\$988.00
165	50.0001	Remove Concrete Column (Complete)	2.0000	EA	\$531.00	\$1,062.00
166	50.0001	Remove & Salvage Tapping Sleeve and Valve (Complete)	2.0000	EA	\$300.00	\$600.00
167	50.0001	Temporary Hydrant and Blow-Off	1.0000	EA	\$3,037.00	\$3,037.00
168	50.0001	Pothole Water Service	2.0000	EA	\$196.00	\$392.00
169	50.0005	Conduit, 3/4" T	112.0000	LF	\$2.85	\$319.20
170	50.0005	Grvd Polyurea Marking, 18" W	123.0000	LF	\$18.00	\$2,214.00
171	50.0005	4 X 6 Wood Sign Support	139.0000	LF	\$19.00	\$2,641.00
172	50.0005	Concrete Protection Barrier	343.0000	LF	\$24.50	\$8,403.50
173	50.0005	Rem Storm Sewer Pipe, 8"	91.0000	LF	\$13.00	\$1,183.00
174	50.0005	Rem Storm Sewer Pipe, 10"	30.0000	LF	\$13.00	\$390.00
175	50.0005	PVC Storm Sewer, 8"	33.0000	LF	\$22.00	\$726.00
176	50.0005	96" Vinyl Coated Chain Link Fence (In Place)	1,213.0000	LF	\$24.00	\$29,112.00
177	50.0005	Temporary Chain Link Fence	2,947.0000	LF	\$3.60	\$10,609.20
178	50.0005	Remove Fence	2,384.0000	LF	\$1.05	\$2,503.20
179	50.0005	Remove Retaining Wall	85.0000	LF	\$7.00	\$595.00
180	50.0005	Chain Link Fence, 96" (In Place)	296.0000	LF	\$19.00	\$5,624.00
181	50.0010	Removal of Unsuitable Material	600.0000	CY	\$6.75	\$4,050.00

182	50.0015	GPS Information for Water Main Construction	1.0000	LS	\$4,256.00	\$4,256.00
183	50.0015	Construct Irrigation System	1.0000	LS	\$11,840.00	\$11,840.00
184	50.0015	Reconstruct Irrigation System-Salt Creek Roadway	1.0000	LS	\$11,840.00	\$11,840.00
185	50.0015	Reconstruct Irrigation System-8th Street	1.0000	LS	\$11,840.00	\$11,840.00
186	50.0015	Reconstruct Irrigation System-UNL/Champions Club	1.0000	LS	\$11,840.00	\$11,840.00
187	50.0020	Cover Crop Seeding	3.0400	AC	\$1,140.00	\$3,465.60
188	50.0035	8" Asphaltic Concrete Pavement, Type 2	2,589.0000	TON	\$71.00	\$183,819.00
189	50.0040	Temporary Surfacing	654.0000	SY	\$41.00	\$26,814.00
190	50.0040	Temporary Sidewalk	200.0000	SY	\$26.00	\$5,200.00
191	50.0040	9" Concrete Truck Apron (Colored & Stenciled)	955.0000	SY	\$79.00	\$75,445.00
192	50.0040	9" High Early Strength Concrete W/ Integral Curb	1,336.0000	SY	\$45.50	\$60,788.00
193	50.0045	Type B Sign	200.2500	SF	\$25.00	\$5,006.25
194	50.0045	Sodding, Buffalo Grass	26,070.0000	SF	\$1.20	\$31,284.00
195	50.0045	Sodding, Fescue	17,922.0000	SF	\$0.70	\$12,545.40
196	50.0045	Conc Median Surfacing, 4" (Colored)	456.0000	SF	\$7.25	\$3,306.00
197	50.0045	Conc Median Surfacing, 4" (Colored & Stenciled)	5,698.0000	SF	\$6.75	\$38,461.50
198	50.0050	Construction Staking for Utilities	50.0000	HR	\$114.00	\$5,700.00
199	50.0001	Remove Foundation (Complete)	3.0000	EA	\$580.00	\$1,740.00
200	50.0001	Remove Power Pole (Complete)	1.0000	EA	\$451.00	\$451.00

\$2,787,464.22

WEST HAYMARKET JOINT PUBLIC AGENCY(JPA)

HAYMARKET INFRASTRUCTURE IMPROVEMENT
10TH & SALT CREEK ROADWAY
PROJECT 870304
BID NO. 11-053

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 24 day of MARCH, 2011 by and
between TCW CONSTRUCTION

hereinafter called the Contractor and the WEST HAYMARKET JOINT PUBLIC AGENCY, a
municipal corporation, hereinafter called JPA.

WITNESS, that:

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 advertisement for and in connection
with said Work, to wit:

HAYMARKET INFRASTRUCTURE IMPROVEMENT 10TH & SALT CREEK ROADWAY
PROJECT 870304 ; and

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

WHEREAS, JPA, in the manner prescribed by law, has publicly advertised, opened,
examined, and canvassed the Proposals 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 Proposal, a copy thereof
being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the
agreements herein contained, the Contractor and JPA have agreed and hereby agree as follows:

CONTRACT AGREEMENT

CONTRACT AGREEMENT

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, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereto, as follows:

ALL OF THE PROPOSAL SUBMITTED BY TCW CONSTRUCTION IN CONNECTION WITH THE JPA HAYMARKET INFRASTRUCTURE IMPROVEMENT 10TH & SALT CREEK ROADWAY PROJECT 870304 DATED MARCH 23, 2011

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 Contract award and designated above, payment thereof to be made in the manner provided in the General Provisions and Requirements.

COMPLETION DATE – The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be no later than NOVEMBER 4, 2011.

GUARANTEE – The guarantee periods as stated in Section IX, Paragraph A of the City of Lincoln Standard Specifications for Municipal Construction shall not be applicable to this project.

CONTRACT DOCUMENTS – The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Standard Specifications for Municipal Construction (2006 Edition)
2. Proposal Forms
3. Contract Agreement Forms
4. Commentary to Accompany Construction Bonds
5. Construction Performance Bond
6. Construction Payment Bond
7. Special Provisions
8. Lincoln Standard Plans 2010
9. Standard Specifications for Highway Construction Nebraska Department of Roads (2007 Edition)
10. Plan and Profile Detail Sheets
11. Any executed Addenda or Change Orders
12. 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.**
13. The **remainder** of this project, including items exclusively used for providing fire protection, such as fire hydrants, **are exempt from sales and use taxes.**
14. Sales tax exempt forms will be provided upon award of bid.

CONTRACT AGREEMENT

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

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

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

EXECUTION BY JPA

ATTEST:

JPA (Seal)

BY: _____
JPA CHAIR

Dated: _____

JOINT PUBLIC AGENCY

EXECUTION BY CONTRACTOR

IF A CORPORATION

(Name of Corporation)

ATTEST:

(Address)

(Seal)

By: _____
(Duly Authorized Official)

(Legal Title of Official)

IF OTHER TYPE ORGANIZATION

(Name and Type of Organization)

(Address)

(Member)

(Member)

(Member)

IF AN INDIVIDUAL

By: _____
(Name)

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name TCW Construction			Name City of Lincoln.		
Street or Other Mailing Address 141 M Street			Street or Other Mailing Address 555 South 10th Street		
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln	NE	68508
Name and Location of Project			Appointment Information		
Name Market Infrastructure Improvement 10th & Salt Creek Roadway Project 870304			Effective Date (see Instructions) March 23, 2011		
Street or Other Mailing Address			Expiration Date November 4, 2011		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		
			N/A		

Identify Project **NOTE: This form cannot be used to purchase materials used for WATER SERVICES. Materials used for WATER SERVICES are taxable per Reg 066.14A**

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here** ▶

Authorized Signature of Governmental Unit or Exempt Organization

Purchasing Agent

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY			
Name and Address of Subcontractor		Delegation Information	
Name		Effective Date	
Street or Other Mailing Address		Expiration Date	
City	State	Zip Code	Portion of Project

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here** ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly or through its contractor pays for the building materials.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization

Visit our Web site: www.revenue.ne.gov or call 1-800-742-7474 (toll free in NE and IA) or 1-402-471-5729.

issuing the Form 17. The original is to be retained by the prime contractor. Copies of this form must be made by the prime contractor for delegation purposes to any subcontractors working on the project identified on this form.

APPOINTMENT INFORMATION. Enter the dates the purchasing agent appointment will become effective and when it will expire. This appointment will not allow any purchases without payment of the tax by the prime contractor or subcontractor before the effective date or after the expiration date. The dates the delegation becomes effective and the expiration dates must be completed. The phrase "upon completion" or similar phrase is not acceptable as an expiration date. The governmental unit or exempt organization may need to issue another Form 17 if the project is not completed within the prior "effective" and "expiration" dates. Exempt organizations must enter their Nebraska Sales and Use Tax Exemption number.

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY. The prime contractor may delegate his or her authority to act as the purchasing agent of the governmental unit or exempt organization to a subcontractor. The prime contractor must complete his or her copy of Form 17 for each subcontractor who is delegated authority to act as a purchasing agent. Reproductions of this delegation must be provided to the subcontractor, who must retain a copy for his or her records, and to the governmental unit or exempt organization.

Enter the dates the delegation of the subcontractor will become effective, when it will expire, and the portion of the project delegated. This delegation will not allow any purchases without payment of the tax by the subcontractor before the delegation date or after the expiration date. Any further delegation from a subcontractor to additional subcontractors must be delegated by providing a copy of the Form 17 that they received from the prime contractor and attaching it to a separate Form 17 with any further delegation to other subcontractors. The purchasing agent appointment is limited to the contractor's purchase of building materials and/or fixtures for the specific project and is only valid during the appointment dates shown on the Form 17.

EXEMPT SALE CERTIFICATE. A prime contractor who has been appointed to act as a purchasing agent by a governmental unit or exempt organization, and who hires a subcontractor operating as an Option 1 contractor, must provide to that subcontractor a completed copy of Form 17 and a Nebraska Resale or Exempt Sale Certificate, Form 13, with Section C, Part 2, completed. The subcontractor will retain these forms in his or her records, and will not charge the contractor sales tax on any portion of the invoice involving the annexation of materials to the specific project identified on the Form 17. If these forms are not provided to the subcontractor operating under Option 1, the subcontractor must collect and remit sales tax on the charge for the separately stated building materials portion of the invoice. If the Option 1 subcontractor does not separately state the charge

for the building materials from contractor labor, then the entire charge is taxable to the prime contractor.

Contractors operating under Option 2 (maintaining a tax-paid inventory) who have been issued a Form 17 from a governmental unit or an exempt organization, must furnish each vendor a copy of the Form 17 and a Form 13, completing Section C, Part 2, when purchasing building materials that will be annexed to real estate. Forms 13 and 17 must be retained with the vendor's and contractor's records for audit purposes. A contractor or subcontractor may reproduce copies of these documents which will be furnished to the vendors for each invoice or order made by them.

Invoices from vendors for the purchase of building materials by the contractor as purchasing agent, or the authorized subcontractor, must clearly identify that such purchase is for the specific Form 17 project.

CREDIT/REFUND OF SALES AND USE TAX. A contractor or subcontractor who has been appointed as a purchasing agent before any materials are annexed, may withdraw sales or use tax-paid materials from inventory that will be annexed to real estate or used to repair property annexed to real estate and receive a credit for the sales or use tax amount previously paid on those materials.

The contractor or subcontractor may take a credit either against his or her current tax liability, or file a Claim for Overpayment of Sales and Use Tax, Form 7, and receive a refund of the sales or use tax paid on those materials.

TOOLS, EQUIPMENT, AND SUPPLIES. The purchase, rental, or lease of tools, supplies, or equipment (i.e., scaffolding, barricades, machinery, etc.) by a contractor for use in the completion of an exempt project CANNOT be purchased tax free, even if the contractor has been issued a Form 17. These items do not become annexed to the real estate.

OPTION 1 CONTRACTOR ONLY. If an Option 1 contractor is the **only** contractor involved in performing work for a governmental unit or exempt organization, a Form 17 is NOT required. The Option 1 contractor must only obtain a Form 13, Section B, from the exempt project owner.

PENALTY. Any person who signs this document with the intent to evade payment of tax is liable for the sales and use tax, interest, and penalty, and may be found guilty of a misdemeanor. A contractor can confirm the exempt status of a governmental unit or organization by contacting the Nebraska Department of Revenue.

AUTHORIZED SIGNATURE. The Purchasing Agent Appointment must be signed by an officer of the exempt organization or proper government official. The Delegation of Prime Contractor's Authority must be signed by the owner, partner, corporate officer, or other individual authorized to sign by a power of attorney on file with the Nebraska Department of Revenue.

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 rewriting of construction bond forms was to make them more understandable and 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 a 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 meetings 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 contract.

To accompany the Construction Performance Bond (EJCDC No. 1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)

Prepared by the Engineers' Joint Contract Documents Committee

Project Name:

Project No.:

Bond No.: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The City of Lincoln, Nebraska ("The City") has awarded to _____
_____ as Principal a contract dated the _____ day of _____,
20____, (the "Contract"), which Contract is by this reference made a part hereof, for the work described as follows:

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Principal and _____
as Surety, are held and firmly bound unto The City in the sum of _____
dollars (\$ _____), to be paid to The City or its successory and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The City, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by The City, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless The City as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever Principal shall be and declared by The City to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly:

1. Undertake through its agents or independent contractors, reasonably acceptable to The City, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages, or, at Surety's election, or, if required by The City,

Project Name:

Project No.:

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by The City of the lowest responsible bidder, arrange for a contract between such bidder and The City and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by The City to the Principal under the Contract and any amendments thereto, less the amount paid by The City to Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than The City or its successors or assigns.

Surety may join in any arbitration proceedings brought under the Contract and shall be bound by any arbitration award.

In the event suit is brought upon this bond by The City, Surety shall pay reasonable attorney's fees and costs incurred by The City in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20__.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address for Notices:

NOTE: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.

Project Name:

Project No.:

Bond No.: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The City of Lincoln, Nebraska ("The City") has awarded to _____
_____ as Principal a contract dated the _____ day of _____,
20____, (the "Contract") for the work described as follows:

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and _____,
as Surety, are held and firmly bound unto The City in the sum of _____
dollars (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The City, or its subcontractors shall fail to pay any of the persons named in the City Charter or state statutes, or amounts due with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of Nebraska from the wages of employees of Principal and subcontractors with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The City's rights against the other.

Project Name:

Project No.:

In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

Principal: _____
(Name of Firm)

Surety: _____
(Name of Firm)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

Address for Notices:

NOTE: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

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

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

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

TITLE: _____

State of Nebraska)
) ss.
County of _____)

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

Notary Public

General Decision Number: NE100002 10/29/2010 NE2

Superseded General Decision Number: NE20080002

State: Nebraska

Construction Types: Heavy and Highway

Counties: Adams, Antelope, Arthur, Banner, Blaine, Boone, Box Butte, Boyd, Brown, Buffalo, Burt, Butler, Cedar, Chase, Cherry, Cheyenne, Clay, Colfax, Cuming, Custer, Dakota, Dawes, Dawson, Deuel, Dixon, Dodge, Dundy, Fillmore, Franklin, Frontier, Furnas, Gage, Garden, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Johnson, Kearney, Keith, Keya Paha, Kimball, Knox, Lancaster, Lincoln, Logan, Loup, Madison, McPherson, Merrick, Morrill, Nance, Nemaha, Nuckolls, Otoe, Pawnee, Perkins, Phelps, Pierce, Platte, Polk, Red Willow, Richardson, Rock, Saline, Scotts Bluff, Seward, Sheridan, Sherman, Sioux, Stanton, Thayer, Thomas, Thurston, Valley, Wayne, Webster, Wheeler and York Counties in Nebraska.

HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges).

Modification Number	Publication Date
0	03/12/2010
1	10/29/2010

SUNE1999-001 06/16/1999

	Rates	Fringes
CARPENTER.....	\$ 13.30	
CEMENT FINISHER.....	\$ 12.50	
ELECTRICIAN.....	\$ 11.90	
Flagger.....	\$ 7.60	
Form Setter.....	\$ 10.80	
LABORER.....	\$ 8.30	
MANHOLE BUILDER.....	\$ 10.20	
MECHANIC.....	\$ 12.95	
PAINTER.....	\$ 8.35	
Pile driver lead person.....	\$ 8.35	
Power equipment operators:		
All purpose spreader.....	\$ 9.50	
Asphalt distributor.....	\$ 9.65	
Asphalt paving machine (screed).....	\$ 10.45	

Asphalt paving machine.....	\$ 12.35
Asphalt roller, self-propelled.....	\$ 11.20
Backhoe excavator (track type).....	\$ 12.55
Bulldozer or push tractors:	
115 drawbar h.p. and over..	\$ 12.80
Less than 115 drawbar h.p..	\$ 11.60
Clamshell, dragline, crane, pile driver/shovel...	\$ 13.60
Concrete cure machine.....	\$ 9.20
Concrete finishing machine or slip form paver.....	\$ 12.80
Concrete saw operator.....	\$ 11.20
Concrete texture machine....	\$ 9.20
Crusher (including those with integral screening plant).....	\$ 11.75
Dredge pump.....	\$ 9.50
Front end loaders:	
4 cu. yds. or less.....	\$ 11.40
Over 4 cu. yds.....	\$ 12.10
Hydrohammer.....	\$ 9.60
Loader/backhoe (rubber-tired).....	\$ 9.85
Material stockpiler.....	\$ 10.20
Motor grader (finisher)....	\$ 13.15
Motor grader (rough).....	\$ 10.90
Power broom operator.....	\$ 9.15
Power grader machine (trimmer & profiler).....	\$ 12.80
Roller or compactor, earthwork, self-propelled.....	\$ 10.05
Scraper.....	\$ 12.40
Skid steer loader.....	\$ 9.50
Stationary plant (asphalt or concrete).....	\$ 12.75
Stationary plant (base or stabilization).....	\$ 11.75
Tractor (farm type).....	\$ 9.50
Traveling plant stabilization.....	\$ 11.60
Trenching machine.....	\$ 9.85
Water tankers:	
6000 gallons and over.....	\$ 11.20
Under 6000 gallons.....	\$ 9.65

Truck drivers:

Semi-trailer or lowboy.....	\$ 10.85
Single axle.....	\$ 8.40
Tandem axle.....	\$ 9.65
Transit mix.....	\$ 9.65

WELDER.....\$ 12.25

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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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



Olsson Associates | Schemmer | Benesch | Clark Enersen
Farris Engineering | Sinclair Hille | Davis Design

March 24, 2011

Mr. Chad Blahak
West Haymarket Joint Public Agency
555 South 10th Street - Suite 201
Lincoln, Nebraska 68508

Re: West Haymarket Infrastructure Project
10th and Salt Creek Roadway Improvements
JPA Project No. 870304

Dear Chad:

Enclosed for your review is a copy of the summary of bids received for the referenced project. Also included is a copy of the bid tab and current Engineer's Estimate. There were a total of three bids received for the project, TCW Construction Inc., Constructor's Inc. and Dobson Brothers Construction Company.

The bid from TCW Construction Inc. is the lowest responsive bid for the referenced project. Based upon our review of the bids received, it is our recommendation to proceed with award of a contract for the West Haymarket Infrastructure 10th and Salt Creek Roadway Improvement Project in the amount of \$2,787,464.22 to TCW Construction Inc.

Please review the enclosed material and contact me at 402-458-5619 if you have any questions concerning this matter.

Sincerely,

Thomas A. Leikam
Senior Transportation Engineer
Lincoln Haymarket Infrastructure Team

Encls.

cc: Roger Figard - City of Lincoln w/encls
Dan Marvin - JPA w/encls
Jim Martin - SAIC w/encls
John Olsson - LHIT w/encls
Rick Peo - City Law w/encls

SUMMARY OF BIDS

West Haymarket Infrastructure 10th and Salt Creek Roadway Project

JPA Project No. 870304

Bids Received 12:00 p.m., March 23, 2011

Project Name	JPA Project No.	TCW Construction Inc.		Constructor's Inc		Dobson Brothers Construction Co.		Total Bid	DBE Goal Met	Total Bid	DBE Goal Met
		Total Bid	DBE Goal Met	Total Bid	DBE Goal Met	Total Bid	DBE Goal Met				
10th and Salt Creek Roadway	870304	\$2,787,464.22	NA	\$2,879,663.60	NA	\$3,989,362.48	NA				

		Total Bid	Variance From Low Bid		
Lowest Bid:	TCW Construction Inc.	\$2,787,464.22	\$0.00		
Second Low Bid:	Constructor's Inc	\$2,879,663.60	\$92,199.38		
Third Low Bid:	Dobson Brothers Constr	\$3,989,362.48	\$1,201,898.26		
Engineer's Estimate =	\$2,776,309.15	Variance from Low Bid	(\$11,155.07)	Percent Difference From Low Bid =	-0.40%

ADDENDUM NO. 1

**WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE IMPROVEMENT
10TH & SALT CREEK ROADWAY
PROJECT NO. 870304 -- BID NO. 11-053**

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

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

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

1. The bid form has been updated to include the following bid items:

<u>Line No.</u>	<u>Pay Item No.</u>	<u>Description</u>	<u>Quantity</u>
199	50.001	Remove Foundation (Complete)	EA
200	50.001	Remove Power Pole (Complete)	EA

2. **Question:** Will the contractor be allowed to work on different phases of the project simultaneously?

Answer: There will be overlap of phases and the contractor will be required to work on multiple phases simultaneously. Work prior to May 9, 2011 will be isolated to the 8th Street corridor and the west portion of the Star City Federal Parking Lot. No work will be allowed on the existing Star City Federal Parking Lot or in the vicinity of 9th & 10th Streets, Salt Creek Roadway, Stadium Drive or the Nebraska Champions Club Parking lot until after May 9, 2011.

3. **Question:** Will the contractor be allowed to substitute precast retaining wall units in place of the cast-in-place concrete retaining walls?

Answer: Precast retaining wall units will not be allowed as a substitute on this project. Per the City's GP&P site, cast-in-place concrete retaining walls are the preferred method for constructing retaining walls when walls are located within the City's right of way. The cast-in-place concrete wall is also the University of Nebraska's preferred wall type for this specific location as well. The width of the walls played a major factor in the decision on not to allow the precast retaining wall units.

4. **Question:** Would the City approve the use of A2000 profile wall PVC pipe with integral bell and spigot [ASTM F 949] for sizes 15" through 36" [Items 56, 57 & 58] and DuraMaxx for the 42" [Item 55] and larger?

Answer: Although special provision 21.02 provides a means for the use of HDPE pipe in the storm sewer system, given the time critical nature of this project, HDPE and other plastic pipe materials will not be allowed as an alternate due to the 30 day minimum time period required for testing of the pipe.

5. The agenda, sign-in sheet, and meeting minutes have been included with this addendum.

Dated this 18th day of March 2011.



Olsson Associates | Schemmer | Benesch | Clark Enersen
Farris Engineering | Sinclair Hille | Davis Design

MEETING AGENDA- PRE-BID
West Haymarket Joint Public Agency
Haymarket Infrastructure Improvement
10th & Salt Creek Roadway Improvements – Project 870304
Bid Number 11-053

DATE/TIME: March 15, 2011, 1:00 pm - 3:00 pm

LOCATION: Engineering Services

I. Project Overview

Grading, Paving, Storm Sewer, Water Main, Retaining Wall, Parking Lot Construction, Irrigation

Bid Opening Date: 12:00pm, Wednesday, March 23, 2011

Anticipated Notice to Proceed: Monday, April 18, 2011

Davis Bacon Wages Apply

II. Discussion Topics

a. Construction/Contract Phasing

i. Critical Dates

1. UNL Spring Football Game: April 16, 2011
2. NTP: April 18, 2011
3. Lincoln Marathon: May 1, 2011
4. UNL Commencement/Graduation: May 7, 2011
5. Contract Phase A Completion: May 27, 2011
6. Contract Phase B Completion: June 10, 2011
7. Contract Phase D Completion: June 17, 2011
8. Contract Phase C Completion: August 27, 2011
9. UNL Fall Football Game 1: September 3, 2011
10. Final Completion: November 4, 2011

b. Status of Utilities

c. Coordination with Others

d. BNSF Railway Special Provisions – Page 43 – 62

e. Phasing Dates

- | | |
|--|-----------------------|
| i. Phase I – 8th Street: | April 18th – May 27th |
| ii. Phase I – SCF Parking Lot | April 18th – May 9th |
| iii. Phase II – SCF Parking Lot | May 9th – June 10th |
| iv. Phase II – Champions Club Parking Lot | May 9th – June 17th |
| v. Phase III&IV – Arena Drive/ Roundabouts | May 9th – August 27th |

MEETING ATTENDANCE

PRE-BID

Type and/or Topic: 10th & SALT CREEK Roadway

Date & Time of Meeting: 3/15/11 1:00 - 3:00pm Location:

Chair (Staff Representative): Jon Olsen, Olsson Assoc. Secretary:



Name (Please Print)	Organization	Phone No.	E-Mail
Dan Carey Jon Olsen	OLSSON ASSOC. Olsson	402-458-5629 402-458-5614	dcarey@oaconsulting.com jolsen@oaconsulting.com
DEREK ISOOKSTROM Red Dobsa	ISOOKSTROM Dobsa Bros	402-464-4342 (402) 474-5115	DEREK@HRSOOKSTROM.COM rdobsa@dobsabrothers.com
Dennis Hansen	Hansen Const	402-435-0163	hansenconstruction@windstream.com
Bob Lewis	Workman Precast	402-540-1245	blewis@workmanprecast.com
Marty Habrock	Roloff	402-861-7721	montyh@rolloffinc.com
Norm Harrison	Roloff	402-861-1721	normh@rolloffinc.com
STEVE GRUBER	Vision Underground	402-525-8110	steveg@vision-underground.com
DICK LUDWIG	CONTECH	402-525-8597	dludwig@contech-cpi.com
Ray Lipsy	Lipsy	402 420 2929	
MICAH EDSON	COMMONWEALTH	402 473 2207	medson@commonwealthelectric.com
PANDY HOWARD	CONSTRUCTORS, INC	402 474 1725	
Casey Thompson	TCW Construction	402-475-5030	cthompson@tcwconstruction.com
Dave Edwards	TCW Construction Inc.	402-475-5030	dledwards@tcwconstruction.com
JOE DELGADO	TCW CONSTRUCTION	475-5030	JDELGADO@TCWCONSTRUCTION.COM
Tony A. Kuhnge	TCW Construction, Inc.	402-475-5030	tkuhnge@tcwconstruction.com
Gary Varley	Land Construction	402-477-5263	gvarley@landconstruction.com



Olsson Associates | Schemmer | Benesch | Clark Enersen
Farris Engineering | Sinclair Hille | Davis Design

MEETING MINUTES – March 15, 2011 - West Haymarket Infrastructure 10th & Salt Creek Roadway Improvements Pre-Bid Meeting - Project 870304

ATTENDEES: (SEE ATTACHED ATTENDANCE SHEET)

FROM: Dan Carey - OA

I. General Project Overview

Jon gave an overview of the project and project limits including bid opening date and anticipated notice to proceed date. See attached agenda for more information.

II. Discussion Topics

1. Construction/Contract phasing
 - (a) Critical dates – Jon summarized project critical dates and mentioned that incentives/disincentives apply to these dates and are spelled out in the project special provisions. Jon gave an overview of the construction phasing and critical dates associated with each phase.
2. Status of Utilities
 - (a) LES is planning on relocating the 115 kv pole starting on Saturday March 19, 2011. This work will take approximately 3 days.
 - (b) There are potential conflicts with the proposed storm sewer and LES feeder lines and distribution lines and the contractor will need to coordinate the relocation/modification of the existing lines with LES. LES modification of the feeder lines may take weeks to complete. Contractor must plan this work accordingly.
 - (c) Black Hills Energy plans to start their relocation work on March 21, 2011. This work should take approximately three weeks to complete.
 - (d) Windstream will have their relocations completed by May 1, 2011.
 - (e) The plans include specific provisions regarding the phasing of the water main work.
3. Coordination with others
 - (a) The contractor will need to coordinate work at the Nebraska Champions Club parking lot with UNL's contractor as it relates to the removing and replacing the existing fence around the parking lot.

- (b) The contractor will be required to coordinate the work on the Star City Federal parking lot and entrances to the parking lot with the property owners.
- 4. BNSF Railway Special Provisions
 - (a) Due to the proximity to the BNSF Railway, the contractor must meet all the BNSF construction requirements. These requirements can be found on pages 43-62 of the project special provisions.
- 5. Phasing Dates
 - (a) Phasing dates are summarized in the attached meeting agenda

III. Questions

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

- 1. **Question:** Will the contractor be allowed to work on different phases of the project simultaneously?

Answer: There will be overlap of phases and the contractor will be required to work on multiple phases simultaneously. Work prior to May 9th, 2011 will be isolated to the 8th Street corridor and the west portion of the Star City Federal Parking Lot. No work will be allowed on the existing Star City Federal Parking Lot or in the vicinity of 9th & 10th Streets, Salt Creek Roadway, Stadium Drive or the Nebraska Champions Club Parking lot until after May 9th, 2011.

- 2. **Question:** Will the contractor be allowed to substitute precast retaining wall units in place of the cast-in-place concrete retaining walls?

Answer: Precast retaining wall units will not be allowed as a substitute on this project. Per the City's GP&P site, cast-in-place concrete retaining walls are the preferred method for constructing retaining walls when walls are located within the City's right of way. The cast-in-place concrete wall is also the University of Nebraska's preferred wall type for this specific location as well. The width of the walls played a major factor in the decision on not to allow the precast retaining wall units.

WEST HAYMARKET JOINT PUBLIC AGENCY (2011)
HAYMARKET INFRASTRUCTURE IMPROVEMENTS
10TH AND SALT CREEK ROADWAY
PROJECT NO. 870304



GENERAL CONTRACT REQUIREMENTS

The work as detailed on the plans shall be completed in accordance with the requirements of the 2006 City of Lincoln Standard Specifications for Municipal Construction, as supplemented by the Nebraska Department of Road's 2007 Standard Specifications for Highway Construction. The 2006 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

In case of a discrepancy:

1. Special Provisions shall govern over the City of Lincoln Standard Specification for Municipal Construction.
2. The Special Provisions shall govern over the Plans.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. Upon discovery of such an error 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

Any reference 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.

BONDING PERIOD

The City of Lincoln Standard Specifications, General Provisions and Requirements have been amended as follows:

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.

SALES TAX

This language modifies and clarifies Section VI, Paragraph S of the General Conditions and Requirements of the City of Lincoln's 2006 Standard Specification for Municipal Construction.

Sales and Uses Tax

Any portion of this project used for providing water service, such as pipe and fittings for water mains, is subject to sales and use taxes.

The remainder of this project, including items exclusively used for providing fire protection, such as fire hydrants, are exempt from sales and use taxes.

No one shall issue the Purchasing Agent Appointment (PAA) certificate forms except the Purchasing Agent. When the contractor requests these forms they need to inform the Purchasing Agent what materials they are buying and for which project (identify with project description and number).

SUBSTANTIAL AND FINAL COMPLETION

Work on this project has been broken down into four separate contract phases in regard to determination of substantial and final completion. Each of these contract phases may include portions of or all of the work as shown on the plans for various construction phases.

- Contract Phase A – includes all work associated with the construction of the new roadway and utilities along the extension of 8th Street from "T" Street to Arena Drive. This shall include the construction of the right turn lane at the parking lot as well as reconstruction of the driveway to the parking lot and the driveway to the CIS loading dock area. This work is included in Construction Phases IA, IB, IC, ID and IE;

- Contract Phase B – includes construction of the new parking areas and reconstruction of the parking lot at the Star City Federal property (Tract 4) as shown on the plans. This shall include grading, pavement construction, storm sewer construction, fencing and striping at the parking lot. This work is included in Construction Phases IA and Construction Phase II;
- Contract Phase C – includes construction of the new roadways along Arena Drive, Salt Creek Roadway, 9th and 10th Streets, and Stadium Drive including the new roundabouts. This work is included in Construction Phases III and IV;
- Contract Phase D – includes reconstruction of the parking lot at the UNL Champion's Club. This work is included in Construction Phase II.

The various phases of the project will have separate substantial completion dates as outlined below. The substantial and final completion dates for each of the contact phases are based upon the Contractor receiving a notice to proceed with the project on or before April 18, 2011. Furthermore, substantial completion of the contract phases is based upon the City having acquired all right-of-way or obtained a right-of-entry to all tracts by the anticipated acquisition dates shown in the Status of Right-of-Way or the Notice to Proceed date, which ever date is later.

Upon receipt of a notice to proceed with work on the project the Contractor shall be allowed to begin work within the existing right-of-way and City owned properties along 8th Street. This work would include the necessary preparation work for installation of the new utilities, grading and paving for the new 8th Street roadway as well as preliminary work for the new parking lot construction at the Star City Federal property. The Contractor will not be allowed to begin any work that would disrupt the use of or access to the existing parking lot at the Star City Federal property until April 18, 2011.

The Contractor will not be allowed to begin any work associated with removal of the existing northern portion of the existing parking lot at the Star City Federal property until the new parking lot construction adjacent to 8th Street is completed and ready for use by the property owner. This shall include all pavement construction, storm sewer work, permanent fencing and parking lot pavement marking work completed and accepted by the owner.

The Contractor will not be allowed to begin any work that would interrupt the use of the existing roadways at 9th Street, 10th Street, Salt Creek Roadway or Stadium Drive until May 9, 2011. In addition, the Contractor will not be allowed to begin any work at the UNL Champion's Club until May 9, 2011.

Substantial completion for Contract Phase A shall mean the completion of all work associated with the new roadway and utilities along 8th Street between "T" Street and Arena Drive to allow the roadway to be opened to construction traffic for the new arena. This shall include the pavement construction, driveway construction to the Star City Federal parking lot and loading dock area, sidewalk construction, storm sewer construction, finish grading, temporary seeding and pavement markings/signing at 8th Street. Pavement construction that cannot be completed until the existing LES power pole or the existing BNSF signal facilities have been relocated shall not be considered part of the work for substantial completion of this contract phase. Substantial completion for this contract phase shall be on or before May 27, 2011.

Substantial completion for Contract Phase B shall mean the completion of all work associated with the new and reconstructed parking lot at the Star City Federal property (Tract 4). This shall

include the pavement construction, storm sewer work, finish grading, temporary/permanent seeding or sodding within the fenced area of the parking lot, fence installation and installation of the pavement markings at the parking lot. Substantial completion for this contract phase shall be on or before June 10, 2011 based upon a construction start date at the parking of April 18, 2011. If the Contractor requests and the Engineer approves a change in the construction start date, than the revised substantial completion date shall be revised based upon the new start date to provide the Contractor 54 calendar days to substantially complete this phase of the contract.

Substantial completion for Contract Phase C shall mean the completion of all work associated with the construction of the new roadways and utilities along Arena Drive/Salt Creek Roadway; the construction of the new roundabouts; construction along 9th and 10th Street; and construction along Stadium Drive. This shall include all pavement and sidewalk construction, storm sewer construction, grading, water main construction, utility construction, roadway lighting, temporary seeding or sodding and pavement markings/signing at all roadways. Pavement construction at Arena Drive near 8th Street that cannot be completed until the BNSF signal facilities are relocated shall not be considered part of the work for substantial completion of this contract phase. Substantial completion for this contract phase shall be on or before August 27, 2011.

Substantial completion for Contract Phase D shall mean the completion of all work associated with the reconstruction of the parking lot at the UNL Champions Club property (Tract 5). This shall include the pavement construction, storm sewer construction, retaining wall construction, finish grading, temporary/permanent seeding or sodding within the fenced area of the parking lot and installation of the pavement markings at the parking lot. Substantial completion for this contract phase shall be on or before June 17, 2011 based upon a construction start date at the parking lot of May 9, 2011. If the Contractor cannot begin work at the Champion's Club on May 9, 2011 due to right-of-way not being acquired or if the Contractor requests a later start date and the Engineer approves the change, than the revised substantial completion date shall be revised based upon the new approved start date to provide the Contractor 40 calendar days to substantially complete this phase of the contract. However, the final completion of work on this contract phase shall not extend beyond August 12, 2011.

Final completion of all work including permanent seeding, site clean-up, and all other incidental work required to provide a complete and functional project for Contract Phases A and C shall be completed by November 4, 2011. Final completion of Contract Phases B and D shall correspond with the substantial completion date specified. Determination of Substantial Completion and Final Completion shall be subject to Engineer's approval.

Notice to Proceed with work on this project is anticipated to be given to the Contractor on or before April 18, 2011. It is imperative that the Contractor is ready to begin work at the 8th Street corridor and adjacent parking lot as soon as possible upon receipt of the notice to proceed since 8th Street is proposed as a preliminary access route for the initial site preparation grading work for the arena project.

SPECIAL BIDDING CONDITIONS (Incentives/Disincentives)

This project has been broken down into four contract phases in regard to incentives and disincentives as shown below. Each of these contract phases may include portions of or all of the work as shown on the plans for various construction phases.

- Contract Phase A – includes all work associated with the construction of the new roadway and utilities along the extension of 8th Street from “T” Street to Arena Drive. This shall include the construction of the right turn lane at the parking lot as well as reconstruction of the driveway to the parking lot and the driveway to the CIS loading dock area. This work is included in Construction Phases IA, IB, IC, ID and IE;
- Contract Phase B – includes construction of the new parking areas and reconstruction of the parking lot at the Star City Federal property (Tract 4) as shown on the plans. This shall include grading, pavement construction, storm sewer construction, fencing and striping at the parking lot. This work is included in Construction Phase IA and Construction Phase II;
- Contract Phase C – includes construction of the new roadways along Arena Drive, Salt Creek Roadway, 9th and 10th Streets, and Stadium Drive including the new roundabouts. This work is included in Construction Phases III and IV;
- Contract Phase D – includes reconstruction of the parking lot at the UNL Champion’s Club. This work is included in Construction Phase II.

Contract Phase A

If the Contractor fails to complete all work associated with the substantial completion of Contract Phase A of the Project by May 27, 2011, considering approved extensions of time for this contract phase, disincentives will be charged for each calendar day that the items of work required for substantial completion remain unfinished. Disincentives shall be \$1,000 per day for each day that the work specified in these special provisions for substantial completion of Contract Phase A is not completed. If the Contractor substantially completes the work outlined for Contract Phase A, ahead of the date stipulated in these Special Provisions, then the Contractor will receive incentive payments of \$1,000 per day for each full day the work is completed prior to the substantial completion date up to a maximum of \$10,000.

Contract Phase B

If the Contractor fails to complete all work associated with the substantial/final completion of Contract Phase B of the Project by June 10, 2011 or within the specified number of calendar days as outlined in the Substantial and Final Completion Special Provision, considering approved extensions of time for this contract phase, disincentives will be charged for each calendar day that the items of work required for substantial completion remain unfinished. Disincentives shall be \$1,000 per day for each day that the work specified in these special provisions for substantial/final completion of Contract Phase B is not completed. If the Contractor completes the work outlined for Contract Phase B, ahead of the date stipulated in these Special Provisions, then the Contractor will receive incentive payments of \$1,000 per day for each full day the work is completed prior to the substantial/final completion date up to a maximum of \$7,000.

Contract Phase C

If the Contractor fails to complete all work associated with the substantial completion of Contract Phase C of the Project by August 27, 2011, considering approved extensions of

time for this contract phase, disincentives will be charged for each calendar day that the items of work required for substantial completion remain unfinished. Disincentives shall be \$5,000 per day for each day that the work specified in these special provisions for substantial completion of Contract Phase C is not completed. If the Contractor substantially completes the work outlined for Contract Phase C, ahead of the date stipulated in these Special Provisions, then the Contractor will receive incentive payments of \$5,000 per day for each full day the work is completed prior to the substantial completion date up to a maximum of \$75,000.

Contract Phase D

If the Contractor fails to complete all work associated with the substantial completion of Contract Phase D of the Project by June 17, 2011 or within the specified number of calendar days as outlined in the Substantial and Final Completion Special Provision, considering approved extensions of time for this contract phase, disincentives will be charged for each calendar day that the items of work required for substantial completion remain unfinished. Disincentives shall be \$1,000 per day for each day that the work specified in these special provisions for substantial/final completion of Contract Phase D is not completed. If the Contractor completes the work outlined for Contract Phase D, ahead of the date stipulated in these Special Provisions, then the Contractor will receive incentive payments of \$1,000 per day for each full day the work is completed prior to the substantial/final completion date up to a maximum of \$7,000.

Disincentives associated with final completion of the work stipulated for each of the Contract Phases shall be \$1,000 per calendar day and shall apply to each day past the final completion date that any phase of the work remains unfinished.

Determination of the Substantial Completion and Final Completion dates for each contract phase of the project shall be subject to Engineer’s approval. The amount of disincentives assessed for failure to achieve the required substantial or final completion dates for the various contract phases of the project will be deducted from the money 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.

STATUS OF RIGHT-OF-WAY

All work to be completed shall be performed in existing public right-of-way, new right-of-way or private properties where a right-of-entry or temporary or permanent construction easements will be obtained. The JPA is currently negotiating with the adjacent property owners to acquire the additional right-of-way and easements to construct the project. The status of the unacquired right-of-way tracts is estimated as follows.

TRACT NO.	CONTRACT APPROVAL DATE	HEARING DATE	IMPROVEMENTS REMAINING THIS DATE	ANTICIPATED ACQUISITION DATE	ESTIMATED RELOCATION DATE
3	Negotiating		NA	4-8-11	NA
4	Negotiating		NA	4-8-11	NA

TRACT NO.	CONTRACT APPROVAL DATE	HEARING DATE	IMPROVEMENTS REMAINING THIS DATE	ANTICIPATED ACQUISITION DATE	ESTIMATED RELOCATION DATE
2	Negotiating		NA	4-22-11	NA

The Contractor will not be allowed to perform work outside the existing public right-of-way on any tract listed above until legal and physical possession has been acquired by the City or a right-of-entry has been acquired by the City that will allow the Contractor to work on the property. If necessary, the Contractor will be granted an extension of time for completion of work on the project if it is substantiated by the Contractor that a delay in the completion of the work is caused because of the above tract(s) not being acquired by the anticipated acquisition date.

STATUS OF UTILITIES

The following information is current as of March 1, 2011. The Contractor should request a utility status update at the project pre-construction conference, and/or prior to starting work. The Contractor shall coordinate all construction activities with affected utilities that have identified relocations which are to be completed concurrent with the project.

Utilities known to have facilities in the project area:

Contractor Utility Relocates

The following utilities shall be relocated by the Contractor as part of the Project as shown on the plans.

City of Lincoln

The City of Lincoln has existing water mains within the limits of the project. All necessary adjustments and relocations of water mains shall be completed by the Contractor as part of the project as shown on the plans. To the extent possible, all new water main work shall be installed prior to connecting into the existing system in order to minimize the down time of the existing system.

The Contractor will be required to install a new 12" water main within Arena Drive beginning along the south side and crossing over to the north side with a tee connection to a new 12" water main required along the west side of existing Stadium Drive. The limits of this relocation are in general from Stadium Drive to just west of 8th Street. This relocation will be required to take place during Phase II with the exception of any early work that can be completed without disturbing access along Salt Creek Roadway, 9th Street, 10th Street or Stadium Drive. The new 12" water main relocation will require coordination with UNL, City of Lincoln Water System, and the Engineer to minimize the impact on scheduled events and daily activities.

The point of contact for the City of Lincoln is:

City of Lincoln Water System
 Contact: Steve Owen
 Phone: (402) 441-5925

Private Utilities

The following utilities are known to exist within the Project limits, and may need to be relocated as a result of the Project. The Contractor shall take into consideration the associated durations of utility relocations, and these associated durations should be considered in the baseline schedule, and prosecution of the Work. The Contractor shall conduct ongoing coordination meetings with all utility owners to facilitate these relocations.

Black Hills Energy

Black Hills Energy (BHE) will be abandoning the existing gas mains located along Stadium Drive and in the vicinity of the 10th Street Viaduct. This includes the removal of the gas regulator located to the north of the Nebraska Champions Club parking lot. BHE will be installing a new 4" high pressure gas main through the limits of the project concurrently with the work following removal of the.

The Contractor shall coordinate their work with BHE to allow this work to be completed concurrently with construction of the project. BHE will require 10 working days to complete the work associated with construction of the gas main and abandoning the existing facilities. The working days outlined to complete this work shall begin two weeks following the date BHE receives written notice from the Contractor that the site will be ready for them to begin work. Working days do not include weekends or days when inclement weather renders the conditions at the site unsafe to perform the work. Failure of the Contractor to provide BHE the required advanced notice shall not be grounds for an extension in contract time.

The Contractor shall conduct their work in such a manner so as not to adversely impact or interfere with the construction work for the gas main or abandonment of the existing facilities.

The point of contact for Black Hills Energy is:

Contact: Randy Kreifels
Phone: (402) 437-1715

Lincoln Electric System (LES)

LES has an existing 115kV line which runs along the east side of the proposed 8th Street paving. There is an existing steel power pole located along this line that falls within the limits of the proposed pavement on 8th Street. At this time LES is investigating alternatives that may allow this pole to be relocated prior to April 18, 2011. If LES is able to relocate the pole this Spring then the Contractor will be required to coordinate their initial construction activities along the 8th Street corridor with LES.

If LES is unable to relocate the pole this spring, than the Contractor will be required to omit a portion of the 8th Street paving around the pole until the Fall of 2011. If this occurs than the Contractor may be required to provide temporary shoring or bracing around the pole foundation and this will be paid for on an "Extra Work" basis. Upon completion of the pole relocation in the Fall of 2011, the Contractor shall have a maximum of 21 calendar days following relocation of the pole to complete the necessary pavement construction and associated pavement marking work at the area where the pole has been removed.

As part of the 115 kV pole relocation work, LES will cut off the upper portion of the existing pole and abandon it in place. The Contractor will be required to remove the lower portion of the existing pole prior to the construction of the new paving on 8th Street as shown on the plans and as stipulated later in these Special Provisions.

In addition to the work associated with the 115 kV power line, LES will be installing new conduits along the BNSF right of way through the limits of the project as well as lowering existing buried cables that may conflict with the new storm sewer or water main construction. This work will be performed concurrently with the project and the Contractor shall perform the necessary potholing of the utilities in advance of the start of the work to notify LES of any potential conflict or required relocation that may need to be completed.

LES will require 5 working days to complete the work associated with installation of the new conduits along the north side of Arena Drive and Salt Creek Roadway. The working days outlined to complete the 115 kV power pole relocation and installation of the new LES conduits shall begin two weeks following the date LES receives written notice from the Contractor that the site will be ready for them to begin work on each of the respective work items. Working days do not include weekends or days when inclement weather renders the conditions at the site unsafe to perform the work. Failure of the Contractor to provide LES the required advanced notice shall not be grounds for an extension in contract time.

The Contractor shall coordinate their work with LES to allow the work associated with relocation of the 115 kV power pole to be completed concurrently with construction of the project. LES will require 5 working days to complete the work associated relocation of the 115 kV power pole and overhead conductors. In addition the Contractor shall coordinate their work with LES to allow the work associated with installation of the new conduits along the north side of Arena Drive and Salt Creek Roadway to be completed concurrently with the project as well as any necessary relocations of other buried facilities to accommodate the storm sewer and water main work.

The point of contact for LES is:

Contact: Steve Wallingford
Phone: (402) 467-7680

Windstream

Windstream has an existing communication line pedestal that is located along the west side of the 9th Street right-of-way that will need to be relocated prior to construction of the adjacent parking lot. Windstream will be relocating the pedestal to the east to fall outside the limits of the new fence and parking lot. This work is currently scheduled to be completed by May 9, 2011. In addition Windstream has existing buried lines that may need to be relocated concurrently with the project.

The Contractor shall coordinate their work with Windstream to allow relocation of the Windstream cables to be completed concurrently with construction of the project. Windstream will require 7 working days to complete the work associated with relocation of the cables. The working days outlined to complete this work shall begin two weeks following the date Windstream receives written notice from the Contractor that the site will be ready for them to begin work. Working days do not include weekends or days when inclement weather renders the

conditions at the site unsafe to perform the work. Failure of the Contractor to provide Windstream the required advanced notice shall not be grounds for an extension in contract time.

The Contractor shall coordinate their work with Windstream to facilitate the relocation of their buried cable concurrently with the project.

The point of contact for Windstream is:

Contact: Ken Adams
Phone: (402) 467-7680

BNSF Railway

The BNSF Railway has existing buried and overhead fiber, signal and other communication lines within the project area that are being relocated as part of the railroad track relocation project. The BNSF relocation work for their communication lines and signal lines will be on-going with this project and the Contractor shall be required to coordinate all work within the existing BNSF right-of-way with the BNSF Railway representatives throughout the course of the work. Failure of the Contractor to coordinate with the BNSF and adjust their work activities as necessary to avoid impacting existing railroad facilities that are being relocated shall not be grounds for an extension in contract time unless otherwise approved by the Engineer.

The Contractor shall not perform any excavation work on existing BNSF property without having contacted the appropriate BNSF staff to locate and flag all underground utilities.

The primary point of contact for the BNSF Railway is:

Contact: Gerald Maczuga – BNSF Project Engineer
Phone: (402) 458- 7537 (office)
(206) 265-2427 (cell)

Additional contact for BNSF communication work is:

Contact: Byron Mitchell
Phone: (402) 458- 7600

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 shall also notify the BNSF Railway as stipulated in the Contractor Requirements for work on the BNSF property that is included with these Special Provisions.

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

PERMITS AND LICENSES

Add the following to Article VI, Section M. (PERMITS AND LICENSES):

The OWNER will provide the following permits:

- 1) NPDES Construction Storm Water Permit
- 2) Nebraska Department of Roads Permit to Occupy State Right-of-way

The CONTRACTOR shall be responsible for complying with the requirements of all permits acquired by the JPA.

The CONTRACTOR shall acquire all permits required by Laws or Regulations, including, without limitation, the following specific permits (if applicable):

- 1) Certificates and permits are required for uses such as, but not limited to:
 - a) Fuel burning equipment
 - b) Gasoline and petroleum distillate storage containers
 - c) Land disturbing activities
 - d) Odors
- 2) All associated building demolition permits
- 3) City, State, and County Transportation Encroachment permits
- 4) Permit-Required Confined Space
The workplace in which the WORK is to be performed may contain permit-required confined spaces (permit spaces) as defined 29 CFR 1910.146 and, if so, permit space entry is allowed only through compliance with a confined space entry program meeting the requirements of 29 CFR 1910.146. Contractor shall submit a confined space entry program or submit in writing that compliance with the City's program will be made.
- 5) Dewatering Permits as required by the NDEQ and Lower Platte South Natural Resources District.
- 6) Fugitive Dust Control Permit

STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with the industrial activity from the construction site. For reference the general permit is posted on the City's web site, www.lincoln.ne.gov ; keyword: NPDES.

Additionally, the Contractor, as evidenced by their signature on this proposal, agrees and understands that, if awarded the contract on this project, he/she:

1. becomes a co-permittee, along with the owner(s), to the Nebraska Department of Environmental Quality NPDES General Permit for Stormwater Discharge from construction sites on this project; and
2. is legally bound to comply with the Clean Water Act to ensure compliance with the terms and conditions of the stormwater pollution prevention plan as developed under the NPDES permit and the terms of the NPDES permit; and
3. will hold owners harmless for damages and fines arising as a result of noncompliance with the terms of the stormwater permits and authorizations associated with the work on this project; and
4. shall be responsible for the maintenance of the sediment control measures until permanent stabilization and cover crop is established; and
5. shall complete permanent or temporary stabilization within seven (7) calendar days of soil disturbance to the surface of all perimeter controls, topsoil stockpiles, and any other disturbed or graded areas on the project site which are not being used for material storage, or on which actual earth moving activities are not being performed; and
6. shall complete the approved inspection forms and inspect/maintain all sediment or erosion control practices required under this contract at least once every seven (7) calendar days and after any storm event of greater than 0.5 inches of precipitation, on the site, during any 24-hour period; any necessary repairs or cleanup to maintain the effectiveness of the best management practices shall be made by contractor immediately; and
7. shall update the approved SWPPP plan immediately following any changes or additions to the plan, keep all inspection forms with the SWPPP plan, preferably on site in a mailbox, and provide copies of all inspection forms and modifications to the SWPPP plan to the JPA's Construction Project Manager, within 48 hours of inspection.

SPECIAL PROSECUTION AND PROGRESS - MATERIALS

Add the following paragraph to Article IV (CONTROL OF MATERIALS):

The Contractor will be allowed to order storm sewer pipe, water main and other items that are approved as necessary for early construction by the Engineer upon award of the contract. In the event that the contract is not fully executed by reason beyond the control of the Contractor, and the materials have been delivered or firm delivery commitments have been made, the JPA will purchase this material from the Contractor at paid invoice prices plus 10 percent of the total invoice amount for the Contractor's operating and overhead costs.

SPECIAL PROSECUTION AND PROGRESS – CONSTRUCTION PHASING

The following prosecution and progress of work shall be used in developing the baseline schedule for the project. The Contractor will be required to generally proceed with sequencing the construction work as shown on the phasing plans unless otherwise approved by the Engineer.

All work on University of Nebraska owned property shall be coordinated with the University's designated representative. All work on BNSF owned property shall be coordinated with the BNSF's designated project representative as shown on the plans. Continuous vehicular and pedestrian access shall be maintained to the Star City Federal and Nebraska Champions Club parking lots at all times during the construction of the project. Vehicular access to the loading docks off of 8th Street at the United States Citizenship and Immigration Services (USCIS) Building shall be maintained at all times unless approved by the Engineer and the USCIS.

The Contractor shall be responsible for providing the traffic control plan, stamped and signed by a registered professional engineer, licensed in Nebraska, 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.

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. The Contractor shall at all times, to the extent practical, provide facilities of ingress and egress to and from the public street to maintain access to adjacent properties throughout the duration of the project as noted on the plans or as directed by the Engineer.

This may require the Contractor to construct new drives or pavement in phases to allow access from the public street during construction, use high early strength concrete for drive construction, or to provide temporary drives as shown on the plans or as directed by the Engineer. All temporary drives and approaches to provide ingress and egress at adjacent properties shall be provided and maintained by the Contractor. All temporary drives which have active sidewalks (permanent or temporary sidewalks) crossing the drive shall be constructed using temporary hard surfacing and shall be ADA compliant. Crushed rock surfacing shall not be used at temporary drives that have permanent or temporary pedestrian access routed across the drives.

As directed by the Engineer, the Contractor shall furnish and install six foot high temporary chain link fence as shown on the plans to prevent pedestrians from entering the construction area or entering into the BNSF property. The six foot high temporary chain link construction fence may be required at other locations as directed by the Engineer. Temporary chain link fence, six foot in height shall be a contract pay item. The temporary chain link fence along the BNSF tracks shall be constructed prior to the start of other construction work on the project.

All temporary construction fencing that is to be installed adjacent to pedestrian areas and sidewalks shall be ADA compliant. When temporary fencing is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the entire length of the facility such that pedestrians using a cane can follow it. These detectable edgings should adhere to the provisions outlined in the current MUTCD for "Detectable Edging for Pedestrians".

Sidewalk closures and detours shall be clearly posted and maintained throughout the course of the project to direct pedestrians around the construction site. The Contractor will be required to maintain pedestrian access to the adjacent parking lots, the USCIS building, other existing businesses and the UNL Champions Club 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. Temporary sidewalks shall be 4" concrete or 4" asphalt and shall be paid in accordance with the appropriate pay item shown

in the proposal. Removal of temporary sidewalk shall be paid for as Pavement and Sidewalk Removal. Temporary sidewalks shall be constructed as directed by the Engineer to facilitate pedestrian access.

Phase I shall generally include all work associated with construction of the west half of the Star City Federal parking lot and the new pavement on 8th Street as shown on the phasing plans. This phase has been divided into multiple parts consisting of Phase IA through Phase 1E. These sub-phases have been established to allow the construction to proceed while maintaining access to the adjacent parking lot at the Star City Federal property as well as the loading dock area at the USCIS building. During construction of this phase of the project, the Contractor shall maintain vehicular and pedestrian access to the remainder of the parking lot as well as to the loading dock at the USCIS building at all times.

During Phase I the Contractor shall install temporary construction fence along the BNSF property to maintain a continuous fence to prevent unauthorized access into the railroad right-of-way. In addition, temporary fencing shall be installed at the Star City Federal Parking lot to maintain a continuous fence around the parking area to prevent unauthorized entry.

There is an existing LES 115 kV power pole located within the limits of the proposed 8th Street paving near "T" Street. This pole is proposed to be relocated and LES is looking at alternatives that may allow the relocation to be completed by April 18, 2011. If LES is unable to relocate the pole this spring, the relocation work will be deferred until the fall of 2011 after October 15th. In the event the pole relocation is deferred until the fall, then the Contractor may be required to provide temporary shoring or bracing at the pole to allow for excavation to construct the adjacent paving and the Contractor will be paid for these services on an "Extra Work" basis. This will allow the Contractor to construct at least one lane width of paving around the pole to provide construction access along 8th Street. The remaining paving would then be completed in the fall of 2011 following relocation of the power pole.

Phase II shall generally include the removal of the existing pavement at the intersection of the 9th and Salt Creek Roadway intersection and the north end of the existing Star City Federal parking lot; construction of the east half of the Star City Federal parking lot; construction of the Nebraska Champions Club parking lot; and construction of the proposed water main. The Contractor shall be required to construct temporary surfacing as shown at Stadium Drive prior to removal of the existing pavement at Salt Creek Roadway and Stadium Drive.

Phase II work cannot begin until the west portion of the new parking lot at the Star City Federal Property is completed and placed in service for parking by the property owner. This shall require that the new parking lot pavement, storm sewer, pavement markings and fence along the new parking lot is completed including all seeding/sodding at turf areas. In addition, no work on Phase II that would affect existing traffic along Salt Creek Roadway, 9th Street, 10th Street or Stadium Drive will be allowed to start prior to May 9, 2011.

Phase III shall generally include the grading, storm sewer and pavement construction along Arena Drive, 9th Street and Salt Creek Roadway including the new roundabouts. During this phase through traffic along Salt Creek Roadway and 9th Street shall be detoured and local traffic access shall be maintained along the south half of Salt Creek Roadway to Stadium Drive from 14th Street as shown on the phasing plans.

Temporary surfacing will be constructed at Stadium Drive to facilitate access prior to the closure of the roadways associated with this Phase II. The construction of the temporary surfacing at

Stadium Drive can be completed concurrently with work on Phase I of the project. The Contractor will be required to maintain access along Salt Creek Roadway and Stadium Drive during the time the temporary surfacing is being constructed. Lane closures may be allowed as stipulated in the Standard Specifications.

Phase IV shall include the remaining construction at Salt Creek Roadway and at Stadium Drive. This phase shall not begin until the majority of the work associated with Phase III is nearly complete so that once the work on this phase is done, all new roadways should be substantially complete and ready to open to traffic. The time allowed to complete Phase IV shall be limited to a maximum of 15 working days unless otherwise approved by the Engineer in advance. If work on this phase extends beyond the 15 working days the Contractor shall be assessed liquidated damages in the amount of \$1,000 per day for each calendar day access to Stadium Drive from Salt Creek Roadway is restricted.

The Contractor shall notify the property owners a minimum of 7-days in advance of any roadway closures or changes in access to their properties during the work on all phases of this project. The Contractor shall provide temporary hard surfacing as directed by the Engineer to provide access to adjacent properties along the roadways during the construction of the project. To the extent practical, the Contractor shall make every effort to minimize the time access is restricted to the adjacent properties.

For work at the Star City Federal parking lot the Contractor shall coordinate with the property owner and their representative who manages the parking lot to provide them a minimum of 7-days advanced notice of changes to the available parking areas at the lot as a result of the proposed construction. In addition the Contractor shall make all transitions between the work at this parking lot between Phase I and Phase II on weekends to minimize disruption to existing parkers. This shall include all relocations of temporary construction fencing required to delineate the proposed work area. The Contractor shall also coordinate with the property owner, parking lot manager and the USCIS representatives on the timing for proposed construction at the roadway adjacent to the parking lots and the driveways to the lots or loading dock area to provide a minimum of 7-days of advanced notice of when this work will begin.

The Contractor may submit a revised construction phasing plan to the Engineer for review and approval. The revised construction phasing plan shall identify all streets that will remain open to accommodate local and through traffic within the project area during each construction phase of the project. The revised phasing plan shall take into consideration all traffic requirements and impacts to existing traffic as stipulated in the original phasing plan. The Contractor shall not alter the proposed sequencing shown on the phasing plans without approval of the Engineer and the JPA.

At completion of construction work at the adjacent property, the Contractor shall promptly remove and dispose of all debris and waste material from the site. The Contractor shall not use the temporary construction easement areas for general storage of materials, equipment, or employee parking unless otherwise approved by the Engineer and the adjacent property owner. The Contractor shall limit the time the temporary construction easement areas are disturbed to the time required to complete the work as detailed on the plans. If the Contractor will require additional space outside the street right-of-way for storage of equipment and material during the duration of the project, then the Contractor, at his expense, shall be responsible to secure temporary property rights from the adjacent property owners.

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 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.

COORDINATION WITH OTHERS

The Contractor shall coordinate their work on this project with work on the initial site preparation project for the arena. The initial site preparation project is tentatively scheduled to begin work May 9, 2011. An initial access point across the BNSF Passenger Mains to the arena site has been identified at approximately 7th and "T" Street. As such 8th Street has been identified as a primary access route to this temporary crossing to allow access to the arena site for the initial site preparation work. Therefore it is imperative that the Contractor complete the work along 8th Street as quickly as possible so as not to adversely impact the completion of the initial arena site preparation work. Upon completion of the 8th Street paving the roadway will be opened to construction traffic that will need to access the arena site.

The Contractor shall also coordinate their construction work with Black Hills Energy, LES and other utilities that will need to construct or relocate utilities within the street right-of-way concurrently with the construction of the project. Additional information is provided in the status of utilities.

The Contractor shall be required to coordinate their construction work with the University of Nebraska regarding the work at the Champions Club, the work along Stadium Drive, access to existing parking areas, and reconstruction of the existing water main (due to potential interruption of water service to the North Stadium facilities). In addition UNL has a current project underway for renovation of the East Stadium that has identified Stadium Drive as an access route for construction vehicles. The Contractor shall coordinate with UNL and the East Stadium Contractor throughout the course of the construction to minimize impacts to the work being completed by other contractor's within the campus area.

For the work at the Champion's the Contractor shall coordinate with UNL and the UNL Contractor who will be removing and reinstalling the fencing around the north end of the lot following the completion of the parking lot reconstruction work. The Contractor shall contact the UNL fence contractor to schedule the removal/reinstallation of the fence and shall coordinate with the fence contractor prior to constructing the concrete sidewalk surfacing between the back of curb and the retaining wall to allow the fence posts to be installed prior to construction of this paving or to determine if sleeves or other means may need to be incorporated into the surfacing to facilitate installation of the fence posts.

In addition the Contractor shall coordinate directly with the UNL Project Representative listed below to provide information regarding upcoming street closures and proposed work that may affect existing UNL property or access to the campus area. The following are the appropriate UNL contact and the contacts for UNL's fence contractor for work at the Champion's Club.

The UNL Project Representative is:

Charlie Griesen C.P.C.
Construction Coordinator
UNL - Utility Services
Office: (402) 472-8612
Fax: (402) 472-5908
Cell: (402) 730-2200

The UNL fence contractor is:

Mike Welniak
S&W Fence
15803 Pacific Street
Omaha, NE 68118
Cell: (402) 490-5060
Fax: (402) 333-2054

In addition the Contractor shall coordinate their work along 8th Street in the vicinity of the United States Citizenship and Immigration Services (USCIS) building to ensure that proper security is maintained at the building and access is provided to the loading dock area at all times during the hours that USCIS normally operates. The Contractor shall notify the USCIS representative a minimum of 10 calendar days in advance of the start of work adjacent to the property which would include work at the right turn lane, driveway to the loading docks, pavement adjacent to the existing parking lot and driveway construction to the parking lot.

The USCIS Project Representative is:

Donald J. Phillips - Assistant Center Director
U.S. Department of Homeland Security
P.O. Box 87001
Lincoln, NE 68501-7001
Office: (402) 219-6070
Fax: (402) 219-6110
Cell: (402) 304-8016

The Contractor shall also coordinate their work on this project with the BNSF Railway who will be completing relocation work associated with the communication and signal systems along the railroad tracks as part of the track relocation project that is being completed to accommodate construction of the new arena. The BNSF has existing buried utilities within the project area and the Contractor shall exercise extreme care so as not to damage any of these facilities during construction of this project. In addition the BNSF has an existing signal facility that is located along the north side of Arena Drive near 8th Street that may not be relocated until later in the Fall of 2011. As such a portion of the existing paving at the north outside lane along Arena Drive cannot be completed until this signal facility has been removed.

The BNSF Railway Project Engineer is:

Gerald Maczuga – BNSF Project Engineer
BNSF Railway
Office: (402) 458-7537
Cell: (206) 265-2427

The Contractor shall coordinate their work at the Star City Federal property parking lot with the property owner and their parking lot manager. This shall include providing a minimum of 7 days advance notification to the property owner and parking lot manager of any work activities that will affect access to the lot or alter the number of stalls available for parking within the lot.

The Star City Federal Property Owner Representative is:

Cynthia Makinster
Marathon Commercial Investment Real Estate
Office: (402) 330-2656, Extension 111

The Contractor shall coordinate with the Lincoln Parks and Recreation Department regarding the removal of the existing trees along the east side of the existing Haymarket Pedestrian Bridge that will be in conflict with the proposed construction. The Parks and Recreation Department has indicated that they would like to remove some of the trees along the east side of the existing Haymarket Pedestrian Bridge prior to start of work in this area. In addition the Contractor shall coordinate with the Parks and Recreation Department on the required modifications to the existing irrigation system in this area.

The Parks and Recreation contact is:

Mark Canney
Lincoln Parks and Recreation
Office: (402) 441-7847
Fax: (402) 441-8706

TECHNICAL PROVISIONS

The following Special Provisions amend or supplement the 2006 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 shall be responsible for the placement and preservation of adequate ties and references necessary to complete his work. Any additional stakes, templates and other materials necessary for marking and maintaining all reference points and lines shall be the responsibility of the Contractor. The Contractor shall be solely and completely responsible for the accuracy of the line and grade for all features of the work. All work shall be completed to the lines, grades, and elevations indicated on the drawings. The Contractor shall remove and reconstruct work that is improperly located at his expense.

The Contractor shall be required to coordinate with the private and public utilities and shall stake all needed references points or lines needed for the private utilities to adequately construct or relocate their utilities to avoid conflicts with the proposed construction. This shall include all needed finished elevations, tie-in points, line and grades for proposed utilities to be installed by the Contractor or any other points approved by the Engineer. Construction staking for utilities that are not to be relocated as part of this contract shall be approved by the Engineer prior to performing the work.

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.

Construction staking to facilitate relocation of public or private utilities not included as part of the project shall be measured by the survey crew hour required to stake the work. The time shall be based upon the amount of time the survey crew is on site to complete the work including an allowance for reasonable travel time to the site (travel time allowance to the site shall not exceed one half hour per trip). The final measured time for the work shall be as measured by the construction site manager and shall be subject to the approval of the Engineer. Payment for the utility staking shall be paid for in accordance with the amount bid per hour for the item

“Construction Staking for Utilities”, Said payment shall include all costs associated with office preparation, reasonable travel time to the site and completion of the staking work by a survey field crew including all labor, equipment, materials and incidentals.

REMOVAL OF UNSUITABLE MATERIAL

It is anticipated that the Contractor may be required to remove additional material not detailed on the plans due to unsuitable material being encountered at elevations below the excavation limits shown on the plans or cross sections to provide an acceptable subgrade for pavement or utility construction. Removal of unsuitable material from approved over excavations on this project (over excavations defined as additional excavation below the limits of the grading shown on the plans and cross sections or below the bottom of the utility trench), shall be removed from the site and disposed of by the Contractor. The Contractor will be required to properly dispose of any unsuitable material at an approved landfill.

Contaminated soil that may be encountered and need to be removed shall be considered and extra work item and will not be paid for as “Removal of Unsuitable Material”. Refer to the Environmental protocol for additional information on handling of contaminated soils that may be encountered during construction.

Payment for removal and disposal of unsuitable material from over excavations at roadways and utility trenches, including all costs associated with furnishing, placement and compaction of approved backfill material to replace the unsuitable material, as authorized by the Engineer, shall be paid for in accordance with the price bid per cubic yard for the pay item “Removal of Unsuitable Material”. Such payment shall be full compensation for removal and disposal of the unsuitable material including furnishing approved borrow material and backfilling the over excavated area in accordance with the Standard Specifications and these Special Provisions.

Only quantities approved by the Engineer shall be considered for payment. Overruns due to over excavation not authorized by the Engineer shall not be considered for payment. The limits of unsuitable material removal for payment at roadway and pavement construction shall be calculated based upon the area between the proposed excavation line shown on the plans and cross sections and the actual depth of the over excavation limit. The limits of unsuitable material removal for payment at utility trenches shall be calculated based upon the area between the proposed excavation line shown on LSP-185 Pipe Bedding and the actual depth of the over excavation limit.

DIVERSION AND CARE OF WATER

Methods and details for care and diversion of water are not detailed on the plans. Full responsibility for the diversion and care of water from whatever source, including, but not limited to, direct rainfall, groundwater, surface runoff and sources outside of the construction area shall be borne by the Contractor until completion of work under this contract. The Contractor shall provide all materials, labor, and equipment, and perform all work necessary to facilitate construction and to protect the work in progress from damage by water. The Contractor shall make his own investigation and determination of existing and anticipated conditions concerning care of water. Plans for diversion and care of water during construction shall be submitted to the Engineer, for information only, within 10 calendar days after receipt of Notice to Proceed, and shall show location, material, and method for dewatering the work area and

disposal of the water. Discharge of water shall comply with all provisions outlined in the NPDES Permits that have been issued for the project. Direct payment will not be made for diversion and care of water. Work associated with diversion and care of water shall be considered incidental to the work.

CRUSHED ROCK (FOR TEMPORARY SURFACING)

Crushed rock for temporary surfacing and construction entrances shall be furnished and placed at the locations shown on the plans or as directed by the Engineer to provide access to adjacent properties or the construction site. All crushed rock for temporary surfacing shall be removed and disposed of off-site by the Contractor upon completion of the paving work for the project. All crushed rock for construction entrances shall be 2 inch to 3.5 inch rock or recycled concrete as shown on L.S.P. 176.

Crushed rock for temporary surfacing and construction entrances including all incidental items associated with placement, compaction of the material and removal and disposal of the material upon completion of the new paving shall be measured and paid for at the contract unit price bid per ton for the item "Crushed Rock Surfacing (In Place)". This shall be full compensation for furnishing placing, compacting, removal and disposal of the material off-site in accordance with the details shown on the plans or as directed by the Engineer.

TEMPORARY SURFACING

Temporary surfacing shall be provided as shown on the plans or as directed by the Engineer to facilitate construction of the work and to accommodate traffic or access to adjacent properties as directed by the Engineer. The temporary surfacing shall be either 6" Concrete Pavement or 8" Asphaltic Concrete Pavement. Asphalt shall be Asphaltic Concrete Surface Course Type 2P in accordance with the requirements of these Special Provisions. The Contractor shall have the option to provide either material for the temporary surfacing subject to availability of the material and the approval of the Engineer.

Payment for temporary surfacing shall be paid for at the contract unit price bid per square yard for "Temporary Surfacing" and shall include both placement and removal of the temporary surfacing as required to construct the improvements as shown on the plans. Such payment shall be full compensation for all labor, equipment, and material to furnish and place the temporary surfacing, subgrade preparation, and removal of the temporary surfacing at the locations shown on the plans or as directed by the Engineer. Removal of the temporary surfacing to allow construction of the new pavement or grading adjacent to the roadway shall not be paid for directly and these costs shall be included in the price bid per square yard for the temporary surfacing.

CONCRETE PROTECTION BARRIERS

The Contractor shall furnish and install concrete protection barriers in accordance with the requirements of Section 422 of the State of Nebraska Supplemental Specifications to the Standard Specifications for Highway Construction, 2007 Edition. The concrete protection barriers shall be installed at the locations shown on the plans or as directed by the Engineer. All concrete protection barriers furnished and installed by the Contractor shall be NCHRP 350 compliant and shall be installed in accordance with the details shown on the plans.

Measurement and payment for concrete protection barriers furnished and installed by the Contractor and that shall be removed by the Contractor at the completion of the project (with the Contractor retaining ownership of the concrete barriers) shall be paid for by the linear foot in accordance with the contract bid item "Concrete Protection Barrier". The payment for concrete protection barriers shall be based upon the maximum needed length for any construction phase. Said payment shall be full compensation for furnishing all labor, equipment, materials and incidentals required to install, maintain and remove the concrete protection barriers that are to be used during the construction of the project.

Relocation and resetting of the concrete protection barriers to accommodate the various construction phases shall be in accordance with the requirements of Section 422 of the State of Nebraska Supplemental Specifications to the Standard Specifications for Highway Construction, 1997 English and Metric Units Edition. Relocation of concrete protection barriers to accommodate the construction phasing for the project shall be paid for by the linear foot in accordance with the contract bid item "Reset Concrete Protection Barrier". Said payment shall be full compensation for furnishing all labor, equipment, materials and incidentals required to relocate and reset the concrete protection barriers to be used during the construction of the project.

CHAIN LINK FENCE

The Contractor shall construct permanent chain link fence at the locations shown on the plans or as directed by the Engineer. The permanent chain link fence along the railroad right-of-way line shall be galvanized and vinyl coated and shall be 8'-0" high . Permanent chain link fence at other locations shall be galvanized fence with the height as shown on the plans. Construction of the chain link fence shall be in accordance with the details shown on the plans and the requirements outlined in Chapter 9.00 of the City of Lincoln Standard Specifications for Municipal Construction and Section 02821 of these Special Provisions for the vinyl coated fencing.

Measurement and payment for the permanent chain link fence shall be made per linear foot of fence installed and accepted by the Engineer in accordance with the contract bid items "Chain Link Fence, ___" (In Place)" or "96" Vinyl Coated Chain Link Fence (In Place)". Said payment shall be full compensation for furnishing all labor, equipment, materials and incidentals required to install the fence in accordance with the details shown on the plans and in accordance with the specifications including all fencing, foundations for the fence posts, excavation, backfill and all other incidental items.

Measurement and payment for furnishing and installation of fence gates shall be measured and paid for per each in accordance with the contract bid items "___ Wide Double Swing Gate", "___ Wide Vinyl Coated Double Swing Gate", or "___ Wide Walk Gate". Said payment shall be full compensation for furnishing all labor, equipment, materials and incidentals required to install the gates at the locations shown on the plans or as directed by the Engineer in accordance with the requirements of Chapter 9.00 of the City Standard Specifications and Section 02821 of these Special Provisions.

CHAIN LINK FENCE HORIZONTAL SLIDING/ROLLING GATES

The Contractor shall construct chain link fence horizontal sliding gates with rollers at the locations shown on the plans or as directed by the Engineer. Horizontal sliding gates shall conform to the requirements of ASTM F1184 Type II, Class 1 gates for steel or aluminum framed gates using external rollers. The gate shall provide a minimum clear opening of 30'-0" as shown on the plans.

The gates shall be galvanized in accordance with ASTM F 1083 and shall have chain link mesh to match the adjacent fence to be constructed under this project. The height of the gate shall be sized to match the height of the adjacent chain link fence. All chain link mesh shall conform to the requirements outlined for the adjacent chain link fence. Gate posts and adjacent line posts shall be sized as recommended by the gate manufacturer to ensure proper operation and support for the gate system. Welding for the gates shall comply with the requirements of AWS D1.2.

The gate shall be provided with appropriate hardware to secure the gate in the closed position from unauthorized entry. The hardware should allow the owner to utilize a standard commercial pad lock to secure the gates or other manufacturer approved locking mechanism as approved by the Engineer.

The Contractor shall submit product data, including the gate manufacturer's product data sheets for each gate to be supplied. The Contractor shall submit shop drawings showing the layout and details of gates including details of all posts and post foundations required to properly support the gate system and referenced specifications for gate material and finishes.

The Contractor shall comply with the manufacturer's recommendation for installation of the gates, including all product technical bulletins, product catalog installation instructions and product carton instructions that are provided with the gate.

All gate posts and supporting posts for the gate system shall be set a minimum of 36-inches below grade with concrete foundations provided at each post. The top of the concrete foundation at the post shall be finished with a slope to direct water away from the posts. All posts shall be set plumb and in alignment with adjacent posts and shall be maintained in such a position during the placement and finishing of the concrete post foundations.

The Contractor shall exercise care to ensure the gates are installed level for proper operation. All gate hardware shall be attached by means which will prevent unauthorized removal. The Contractor shall adjust the gate following initial installation to ensure smooth operation of the gate and locking system.

Measurement and payment for furnishing and installation of horizontal sliding gates shall be measured and paid for per each in accordance with the contract bid item for "Horizontal Sliding Gate, __" Height". Said payment shall be full compensation for furnishing all labor, equipment, materials and incidentals required to install the gates including all gate posts, concrete pad for the rollers to ride upon, post foundations and all other incidentals to provide a complete and operational sliding gate in accordance with the requirements of this Special Provision and Chapter 9.00 of the City Standard Specifications.

TEMPORARY CHAIN LINK FENCE

The work covered by this section shall consist of furnishing all labor, equipment, tools, materials and incidentals necessary to construct an 6-foot high temporary chain link fence at the locations shown on the plans or as directed by the Engineer to prohibit unauthorized access into the parking lots during the reconstruction work at the Star City Federal property or into the BNSF Railway property. The temporary chain link fence shall be constructed in accordance with the requirements outlined in Chapter 9 of the Standard Specifications.

The line and terminal posts at the temporary fence shall be driven into the ground and permanent concrete footings are not required. Temporary fence at existing hard surfaces shall have a suitable base to support the fence and to prevent it from tipping. Pipe railings shall be installed at the top and bottom of the temporary fence. The fabric shall be installed with hog ring clips at a maximum spacing of two feet along the top and bottom of the rails. Post spacing shall not exceed ten feet.

All temporary construction fencing that is to be installed adjacent to pedestrian areas and sidewalks shall be ADA compliant. When temporary fencing is used to delineate a pedestrian pathway, a continuous detectable edging should be provided throughout the entire length of the facility such that pedestrians using a cane can follow it. These detectable edgings should adhere to the provisions outlined in the current MUTCD for "Detectable Edging for Pedestrians".

The fence shall be maintained by the Contractor throughout the duration of the construction in a satisfactory manner as directed by the Engineer. The fence shall be removed at the completion of the work or as necessary to complete sidewalk construction and finish grading.

Temporary chain link construction fence that is installed at the direction of the Engineer shall be measured and paid for at the contract unit price bid per linear foot for the pay item "Temporary Chain Link Fence". Said payment shall include furnishing all labor, equipment, materials and incidentals required to install the fence, maintain the fencing and removal/disposal of the fence at the completion of the project.

REMOVE BOLLARD

The Contractor shall remove existing bollards including foundations at the locations noted on the plans or as directed by the Engineer. The Contractor shall backfill the area where the foundation or concrete base for the bollard is removed to match the existing grade elevations or the subgrade elevation for the proposed surfacing or the finished ground elevations at turf areas. Foundations or concrete bases for bollards shall be completely removed and promptly disposed of offsite.

Measurement and payment for removal of existing bollards will not be differentiated by size or type and shall be paid for at the contract unit price bid per each for the pay item "Remove Bollard". Said payment shall be full compensation for furnishing all labor, equipment, and material required for removal, disposal, backfill and compaction, and all other incidental items required to remove and dispose of the existing bollards.

REMOVE RETAINING WALL

The Contractor shall remove existing retaining walls at the locations shown on the plans or as directed by the Engineer. Removal of the retaining walls shall include the entire stem and footing. All material resulting from the removal of the walls shall be promptly disposed of off-site. Retaining walls that are to be partially removed with a portion of the wall to remain in place shall be carefully saw cut to provide neat lines and a smooth surface at the point of removal. The Contractor shall be required to provide any grouting or concrete repair work adjacent to the removal line to provide a sound surface at those portions of the wall to remain in place as directed by the Engineer. The Contractor shall backfill the area where the retaining walls are removed to match the existing grade elevations or the subgrade elevation for the proposed surfacing or the finished ground elevations at turf areas.

Payment for removal of existing retaining walls will not be differentiated by size or type and shall be paid for at the contract unit price bid per linear foot for the pay item "Remove Retaining Wall". This shall be full compensation for furnishing all labor, equipment, and material required for removal, disposal, backfill and compaction, and all other incidental items including saw cutting and grouting and concrete surface repair work required at those portions of existing walls that are to remain in place.

REMOVE FOUNDATION, COMPLETE

The Contractor shall remove existing foundations for the sculpture to be relocated from the area near Stadium Drive and Salt Creek Roadway as shown on the plans or as directed by the Engineer. The Contractor shall promptly dispose of all material and rubble resulting from the foundation removal off-site. The Contractor shall backfill the area where the foundation is removed to match the existing grade elevations or the subgrade elevation for the proposed surfacing or the finished ground elevations at turf areas. Foundations shall be completely removed unless otherwise directed by the Engineer.

Payment for removal of the existing foundations will not be differentiated by size and shall be paid for at the contract unit price bid per each for the pay item "Remove Foundation, Complete". This shall be full compensation for furnishing all labor, equipment, and material required for removal, disposal, backfill and compaction, and all other incidental items required to remove and dispose of the existing foundation for the sculpture.

REMOVE CONCRETE COLUMN, COMPLETE

The Contractor shall remove existing concrete columns located at the gate in the northeast corner of the Nebraska Champions Club near Stadium Drive and Salt Creek Roadway as shown on the plans or as directed by the Engineer. The Contractor shall promptly dispose of all material and rubble resulting from the column removal off-site. The Contractor shall backfill the area where the columns are removed to match the existing grade elevations or the subgrade elevation for the proposed surfacing or the finished ground elevations at turf areas. The columns shall be completely removed unless otherwise directed by the Engineer.

Payment for removal of the existing concrete columns shall be paid for at the contract unit price bid per each for the pay item "Remove Concrete Column, Complete". This shall be full

compensation for furnishing all labor, equipment, and material required for removal, disposal, backfill and compaction, and all other incidental items required to remove and dispose of the existing concrete column.

REMOVE POWER POLE, COMPLETE

The Contractor shall remove the lower portion of the existing 115 kV power pole that is to be abandoned by LES. The upper portion of the pole will be removed by LES and the inside of the pole area will be filled with a granular material. The Contractor will be required to remove the existing concrete and embedded steel pole to a minimum depth of two feet below the finished subgrade line at the new 8th Street pavement and backfill the area with clean, compacted fill material. The Contractor shall promptly dispose of all material and rubble resulting from the foundation removal off-site.

Payment for removal of the existing power pole shall be paid for at the contract unit price bid per each for the pay item "Remove Power Pole, Complete". This shall be full compensation for furnishing all labor, equipment, and material required for removal, disposal, backfill and compaction, and all other incidental items required to remove and dispose of the existing power pole and foundation to a minimum of two feet below the proposed subgrade elevation for the new 8th Street pavement.

REMOVE FENCE

The Contractor shall remove the existing fences including all foundations at the locations noted on the plans or as directed by the Engineer. The Contractor shall contact the adjacent property owner prior to removal of the fence to determine if the property owner would like to retain the salvaged fence. If the property owner does not want the salvaged fence material then the Contractor shall properly dispose of the fence off site. The Contractor shall exercise care in the removal of all fence material that is to be salvaged so as not to damage the fence.

The Contractor shall backfill the area where the foundation or concrete base for the fence posts are removed to match the existing grade elevations or the subgrade elevation for the proposed surfacing or the finished ground elevations at turf areas. Foundations or concrete bases for the fencing to be removed shall be completely removed and promptly disposed of offsite.

Measurement and payment for removal of existing fences shall not be differentiated by size or type and shall be paid for at the contract unit price bid per each for the pay item "Remove Fence". Said payment shall be full compensation for furnishing all labor, equipment, and material required for removal, disposal, backfill and compaction, and all other incidental items required to remove and dispose of the existing fence or to salvage the removed fence in the event the adjacent property owner would like to retain the material.

PIPE BOLLARD

The Contractor shall furnish and install standard schedule 40 steel pipe bollards at the locations shown on the plans or as directed by the Engineer. All pipe shall meet the requirements of ASSTM A53 Grade B and shall be of the nominal diameter shown on the plans. The steel pipe bollards shall be set in concrete and filled with concrete as shown on the plans. All pipe bollards

shall be hot dipped galvanized, brush blasted and painted after installation using an approved polyurethane paint system with primer system compatible for use on galvanized surfaces.

Payment for pipe bollards shall be paid for at the contract unit price bid per each for the item "Pipe Bollard". Said payment shall be full compensation for all furnishing all labor, equipment, and material required to construct the pipe bollards including excavation, installation, backfill, painting, concrete fill and all other incidental items required to install the bollards at the locations shown on the plans

72" STORM SEWER INLET

The Contractor shall provide steps at all 72" storm sewer inlets with depths greater than four feet. The depth of the inlet shall be measured from the top of the ring and cover to the flowline of the lowest pipe at the inlet. The steps shall be securely set in the walls of the inlet vault with concrete grout and in accordance with the requirements outlined in Chapter 21 of the Standard Specifications. The steps shall be in accordance with the details shown on L.S.P. 162. Direct payment shall not be made for furnishing and installing steps at storm sewer inlets and the cost associated with this work shall be considered subsidiary to the pay item for the storm sewer inlet.

PAVEMENT MARKING LANE UTILIZATION ARROWS

The Contractor shall furnish and install the lane utilization arrows at the locations shown on the plans or as directed by the Engineer. This work shall be completed in accordance with the requirements outlined in Chapter 13 of the City of Lincoln Standard Specifications and as noted on the plans. The lane utilization arrows shall be grooved and consist of preformed plastic marking, identical to the left, straight and right arrows installed as shown in the plans.

All arrows shall be in conformance with requirements included in "Standard Alphabets for Highway Signs and Pavement Marking" book by the Federal Highway Administration. All arrows shall be white.

Measurement and payment shall be made in accordance with the contract unit price bid per each for the items "Grooved Preformed Plastic Marking, Left/Straight Arrow", "Grooved Preformed Plastic Marking, Right/Straight Arrow", "Grooved Preformed Plastic Marking, Left Roundabout Arrow", "Grooved Preformed Plastic Marking, Left/Straight Roundabout Arrow", "Grooved Preformed Plastic Marking, Left/Right Roundabout Arrow". Such payment shall be full compensation for furnishing all labor, equipment, materials and incidental items required to complete the work as shown on the plans.

PAVEMENT MARKING MESSAGE WORDS

The Contractor shall furnish and install the "YIELD" and "ONLY" message words at the locations shown on the plans or as directed by the Engineer. This work shall be completed in accordance with the requirements outlined in Chapter 13 of the City of Lincoln Standard Specifications and as noted on the plans. The message words shall be grooved and consist of polyurea marking applied to a stenciled plate on the roadway.

All letters shall be in conformance with requirements included in "Standard Alphabets for Highway Signs and Pavement Marking" book by the Federal Highway Administration. All letters shall be white.

Measurement and payment shall be made in accordance with the contract unit price bid per each for the items "Grooved Polyurea Marking, "YIELD"" and "Grooved Polyurea Marking, "ONLY"". Such payment shall be full compensation for furnishing all labor, equipment, materials and incidental items required to complete the work as shown on the plans.

18" WHITE PAVEMENT MARKING

The Contractor shall furnish and install the 18" white yield line markings at the locations shown on the plans or as directed by the Engineer. This work shall be completed in accordance with the requirements outlined in Chapter 13 of the City of Lincoln Standard Specifications and as noted on the plans. The 18" yield line markings shall be grooved and consist of polyurea marking.

Measurement and payment shall be made in accordance with the contract unit price bid per each for the item "Grooved Polyurea Marking, 18" White". Such payment shall be full compensation for furnishing all labor, equipment, materials and incidental items required to complete the work as shown on the plans.

DIAGRAMMATIC HIGHWAY SIGNS

This work shall consist of all materials and labor necessary to provide, fabricate, and install the diagrammatic highway signs at the locations shown in the plans. These signs shall be constructed in accordance with the details shown on the plans and the requirements stipulated in Section 417 of the NDOR Standard Specifications except as otherwise modified by these Special Provisions.

The Contractor shall drill a hole in the 6 inch face of the wood posts above the final ground elevation as shown in the plans to provide a breakaway feature. Providing, fabricating, and installing the Type B signs shall be measured by the square foot. Providing, fabricating and installing word supports for Type B signs shall be measured for payment by the linear foot.

Payment for the diagrammatic highway signs shall be as follows:

<u>Pay Item</u>	<u>Pay Unit</u>
Type B Sign	Square Foot
4 x 6 Wood Sign Support	Linear Foot

Said payment shall be full compensation for furnishing all labor, equipment, materials and incidental items required to construct the diagrammatic highway signs as shown in the plans.

STANDARD DEAD END BARRICADE, TYPE III

The Contractor shall furnish and install Standard Dead End Barricades, Type III at the locations shown on the plans and as directed by the Engineer. Measurement for furnishing and installing Standard Dead End Barricades, Type III shall be based upon a barricade width equal to one traffic lane rather than the full width of the roadway as stated in the Standard Specifications for

Municipal Construction. Payment for construction of barricades shall be made at the contract unit price bid per each for the appropriate pay item shown in the proposal.

All Standard Dead End Barricades, Type III that are specified to be installed on new concrete pavement shall be anchored in such a manner to support the barricade during high winds and to prevent unauthorized movement of the barricades unless otherwise directed by the Engineer. The installation on new pavement shall be completed in such a manner so as not to adversely impact or impair the integrity of the new pavement and shall be acceptable to the Engineer. Dead end barricades installed on new pavement are temporary traffic control devices and shall be removed by others under a future project.

RELOCATE TRAFFIC SIGN ONLY

The Contractor shall relocate existing sign plates located within the right-of-way where shown on the plans or as directed by the Engineer. Existing sign plates that are shown to be reset along the right-of-way shall be mounted on the new or relocated light poles as noted on the plans or as directed by the Engineer. Measurement and payment for relocation of sign plates shall be made at the contract unit price bid per each for the pay item "Relocate Traffic Sign Only". This shall be full compensation for all labor, equipment, material and incidental items required for removal and relocation of the sign plate to the new location.

FIBER VAULT

The Contractor shall furnish and install fiber vaults at the locations shown on the plans and as directed by the Engineer. The fiber vaults and their covers are required to conform to all test provisions of ANSI/SCTE 77 "Specifications For Underground Enclosure Integrity" Tier 22 and labeled as such inside the vault and on top of the cover. All covers are required to have a minimum coefficient of friction of 0.05 in accordance with ASTM C1028. Independent third party verification or test reports stamped by a registered Professional Engineer certifying that all test provisions of this specification have been met are required with each submittal.

The fiber vault shall be constructed of epoxy or polyester resin mortar with woven glass fiber reinforcement and have appropriate aggregate dimensions of 30" X 48" X 36"(Depth) with an open bottom. Fiber vault covers shall have a split lid and be labeled "FIBER" on top as indicated in plans.

The fiber vault shall rest firmly on a bed of $\frac{3}{4}$ " washed crushed limestone rock with a minimum depth of 12" below the bottom, extending at least 3" beyond the outside edges of the vault. Avoid placing these vaults in concrete. Set handholes flush with the finished surface of the surrounding ground. Do not install lid bolts. Fiber vault edges, lid and lifting eye shall be kept clear of concrete and foreign material. Conduit shall enter the handhole from the bottom and extend conduit ends between four (4) and six (6) inches above the aggregate bedding. Side penetrations are not permitted.

Fiber vaults, complete, in place and accepted by the Engineer, will be measured for payment as single units and shall be paid for at the contract unit price bid per each for the pay item "Fiber Vault (30" X 48" X 36)". This price shall be full compensation for all excavation required; for furnishing and installing the pull box; for conduit, conduit stub out, concrete, and crushed rock; and for all labor equipment, tools, materials, and incidentals required to complete the work.

RELOCATE EXISTING METER PEDESTAL

The Contractor shall relocate existing meter pedestals including existing cabinets or other appurtenances at the locations shown on the plans or as directed by the Engineer. All meter pedestals and cabinets to be relocated shall be installed in accordance with all requirements of the Lincoln Electric System and the Contractor will be required to secure all necessary permits to relocate the meter and cabinet from the City of Lincoln Building and Safety Department and LES. The Contractor shall contact LES to determine an acceptable location for the relocated meter pedestal and this location shall be reviewed and approved by the Engineer.

Relocation of existing meter pedestals shall include all incidental work required to relocate the meter and pedestal including all conduit, wiring and grounding devices. In addition the relocation of the existing meter pedestal shall include the construction of a new concrete pad for relocation of the adjacent pad mount transformer. The concrete transformer pad shall be constructed in accordance with the standard requirements and details shown on LES Standards for pad mount transformer installation. This shall include the installation of all conduit sweeps for both the primary and secondary side of the transformer as shown on the LES standards or as stipulated in their specified owner furnished items for electrical service. All electrical work shall be completed in accordance with the requirements outlined in Chapter 24 of the Standard Specification for Municipal Construction, the National Electric Code, all LES requirements and all other state and local code requirements.

Measurement and payment for relocation of existing meter pedestals shall be made at the contract unit price bid per each for the pay item "Relocate Existing Meter Pedestal". This shall be full compensation for all labor, equipment, material and incidental items required for relocation of the meter pedestal, cabinet and appurtenances in accordance with the requirements of the Lincoln Electric System including extension of all conduits, wiring, grounding systems, trenching, backfill, construction of a new concrete transformer pad with conduit sweeps and all other incidental items required to provide a complete and functional metering system.

MODIFY CROSSARM

The Contractor shall modify existing crossarms at the locations shown on the plans or as directed by the Engineer. Modification of existing crossarms shall include all work required to cut off the curved end for installation of the new luminaire and all other incidental items required to facilitate the mounting of the new luminaire. Measurement and payment for modification of existing crossarms shall be made at the contract unit price bid per each for the pay item "Modify Crossarm". This shall be full compensation for all labor, equipment, material and incidental items required for modification of the crossarm to facilitate the installation of the new luminaire.

STREET LIGHT POLES

The Contractor shall furnish and install the following roadway lighting units that include the fixture, pole, foundation and incidentals at the locations shown on the plans. Luminaires of the various types complete, in place and accepted by the Engineer, shall be measured as single units and shall be paid for at the contract unit price bid per each for the item. This price and payment shall be full compensation for furnishing and/or installing the Luminaires and for furnishing lamps, labor, equipment, tools, materials, and incidentals necessary to complete the Work.

Pole, Type "A": Roadway Lighting Unit with Type 2 distribution, Hadco Profiler PA31HTH2250HGR. (Unit to have photo control receptacle.)

The Roadway Lighting Pole will be a Valmont: #AV60105010030012SF283HHNCAB, 35' fixture mounting height, designed for 2 banner arms. The banner arms are to be Kalamazoo Banner Works "Bannerflex". Mast arm will be DS6012-Clamp Style-F283-Dark Bronze. The poles, mast arms and fixtures color shall be standard dark bronze.

Measurement and Payment for the Pole, Type "A" shall be made at the contract unit price bid per each for the pay item "Pole, Type A". This shall be full compensation for all labor, equipment, material and incidental items required to install the lighting units in accordance with the details shown on the plans.

Pole, Type "B": Roadway Lighting Unit with Type 2 distribution, Hadco Profiler PA31HTH2250HGR. (Unit to have shorting cap.)

The Roadway Lighting Pole will be a Valmont: #AV60105010030012SF283HHNCAB, 35' fixture mounting height, designed for 2 banner arms. The banner arms are to be Kalamazoo Banner Works "Bannerflex". Mast arm will be DS6012-Clamp Style-F283-Dark Bronze. The poles, mast arms and fixtures color shall be standard dark bronze.

Measurement and Payment for the Pole, Type "B" shall be made at the contract unit price bid per each for the pay item "Pole, Type B". This shall be full compensation for all labor, equipment, material and incidental items required to install the lighting units in accordance with the details shown on the plans.

The Contractor shall install the roadway lighting units and foundations as detailed in these special provisions. The Contractor shall supply all necessary poles, foundations, luminaires, bolts, nuts, washers, internal wiring and wiring devices required for a complete installation for each type of lighting unit.

STREET LIGHT LUMINAIRES

The Contractor shall furnish and install the following lighting fixture and incidentals at the locations shown on the plans. Luminaires of the various types complete, in place and accepted by the Engineer, shall be measured as single units and shall be paid for at the contract unit price bid per each for the item. This price and payment shall be full compensation for furnishing and/or installing the Luminaires and for furnishing lamps, labor, equipment, tools, materials, and incidentals necessary to complete the Work.

Luminaire, Type "C": Roadway Lighting Unit with Type 2 distribution, Hadco Profiler PA31HTH2250HGR. (Unit to have photo control receptacle.)

The fixture color shall be standard dark bronze.

Measurement and Payment for the Luminaire, Type "C" shall be made at the contract unit price bid per each for the pay item "Luminaire, Type "C". This shall be full compensation for all labor, equipment, material and incidental items required to install the lighting units in accordance with the details shown on the plans.

Luminaire, Type "D": Roadway Lighting Unit with Type 2 distribution, Hadco Profiler PA31HTH2250HGR. (Unit to have shorting cap.)

The fixture color shall be standard dark bronze.

Measurement and Payment for the Luminaire, Type "D" shall be made at the contract unit price bid per each for the pay item "Luminaire, Type "D". This shall be full compensation for all labor, equipment, material and incidental items required to install the lighting units in accordance with the details shown on the plans.

HIGH EARLY STRENGTH P.C. CONCRETE PAVEMENT

The Contractor shall provide High Early Strength Portland Cement Concrete for use at roadways and drives as shown on the plans or as directed by the Engineer to facilitate access to adjacent properties or opening of the roadways. High Early Strength Portland Cement Concrete for roadways and drives shall be City of Lincoln L5500 Concrete.

The Contractor, at his option, may elect to use the High Early Strength Concrete at other locations to facilitate his operations, subject to approval of the Engineer. Additional payment will not be made over and above the unit price bid for Concrete Pavement, for use of High Early Strength Concrete under these circumstances.

Payment for High Early Strength Concrete as shown on the plans shall be in accordance with the appropriate pay item and contract unit bid price. To facilitate construction of the project, the Engineer may direct the Contractor to use High Early Strength Concrete at locations other than those shown on the plans.

At locations where the contract has not established a unit price for the type and thickness of the High Early Strength Portland Cement Concrete to be constructed, the Contractor shall receive an additional payment of \$12.00 per cubic yard (based upon the volume of the in-place concrete), in addition to the unit price specified for the type and thickness of the concrete pavement shown on the plans, for use of High Early Strength Portland Cement Concrete Pavement that is authorized by the Engineer.

The in-place volume of the concrete shall be calculated using the depth shown on the plans or shall be the depth specified by the Engineer.

No substitution of fly ash for Portland Cement will be allowed for High Early Strength Concrete on this project.

COLORED AND STENCILED CONCRETE

Where shown on the plans, concrete to be colored and stenciled for new pavement or concrete median surfacing shall have a stenciled pattern to provide a textured surface with a heavy duty dry-shake color hardener applied to the concrete to provide the desired color. The selected color hardener to be used for the colored and stenciled concrete shall be Bomanite Heavy Duty Grade Color Hardner, or Engineer approved equal. The color of the hardner shall be Rust Brown (CH-00203-60) or Autumn Brown (CH-00013-60), or Engineer approved equal.

The color hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet (or the rate recommended by the manufacturer). It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating. While concrete is still in its plastic state, apply the textured pattern to the surface according to manufacturers recommendations. The selected texture pattern to be used is Running Bond Brick or approved equal.

The Contractor shall submit color samples along with product data for the dry shake color hardener and the textured pattern to the Engineer for review and approval prior to start of any work project that requires the use of color hardener. The Contractor shall provide a 4' x 4' poured sample of the colored and stenciled pavement in a location as specified by the Engineer prior to the start of any work on the project.

The curing agent for Stenciled Colored Concrete shall comply with ASTM C309 and be approved by color additive manufacturer for use with Stenciled Colored Concrete. The Contractor shall provide Bomanite Clear Cure Matte Finish by Bomanite Corporation or Engineer approved equal for the curing and sealing of the stenciled colored concrete. The contractor shall apply the curing compound according to the manufacturer's instructions using recommended application techniques. The Contractor shall utilize the same cement source and apply the curing compound at a consistent time for each pour to maintain a close color consistency.

The Contractor shall be familiar with the installation of colored and stenciled concretes and shall adhere to the manufacturer's recommendations for the mix design, handling and placing procedures, forming and curing methods, surface finishes and textures, environmental conditions and craftsmanship.

Colored and stenciled concrete for pavements or median surfacing that is constructed and accepted by the Engineer shall be measured and paid for in accordance with the appropriate unit shown on the plans and in the bid proposal. Said payment shall be full compensation for furnishing all labor, equipment, tools and materials required to construct the colored and stenciled concrete to the lines and grades shown including placing, finishing, stamping, curing, sealing and all other incidental items required construct the colored and stenciled concrete in accordance with these Special Provisions, the requirements outlined in the City of Lincoln Standard Specifications for Municipal Construction for concrete construction and the manufacturer's recommendations for application of the dry-shake color hardener and the stamping of the concrete. Colored and stenciled concrete pavement or median surfacing shall be paid for in accordance with the appropriate bid item for which the colored and stenciled concrete is specified.

4" CONCRETE MEDIAN SURFACING (COLORED)

Where shown on the plans, colored concrete for median surfacing shall have a heavy duty dry-shake color hardener applied to the surface of the Portland Cement Concrete to provide the desired color.

The selected color hardener to be used for the colored concrete median surfacing shall be Bomanite Heavy Duty Grade Color Hardner, or Engineer approved equal. The color of the

hardener shall be Rust Brown (CH-00203-60) or Autumn Brown (CH-00013-60), or Engineer approved equal. The color hardener shall be applied evenly to the surface of the fresh concrete by the dry-shake method using a minimum of 60 pounds per 100 square feet (or at the rate recommended by the manufacturer). It shall be applied in two or more shakes, floated after each shake and troweled only after the final floating.

The Contractor shall submit color samples along with product data for the dry shake color hardener to the Engineer for review and approval prior to start of any work on the project that requires the use of color hardener. The Contractor shall provide a 4' x 4' poured sample of the colored pavement in a location as specified by the engineer prior to the start of any work associated with the colored concrete median surfacing on the project for review and approval.

All 4" Concrete Median Surfacing (Colored) shall be finished in a manner acceptable to the Engineer and as recommended by the dry-shake color hardener manufacturer to match the adjacent concrete pavement.

The curing agent for colored pavement shall comply with ASTM C309 and be approved by the manufacturer for the dry-shake color hardener for use with the dyed concrete pavement. The clearing agent shall have a clear matte finish and shall be approved by the Engineer. The contractor shall apply the curing compound according to the manufacturer's instructions using recommended application techniques. The Contractor shall utilize the same cement source and apply the curing compound at a consistent time for each pour to maintain a close color consistency.

The Contractor shall be familiar with the installation of dry-shake color hardener and shall adhere to the manufacturer's recommendations for the mix design, handling and placing procedures, forming and curing methods, surface finishes and textures, environmental conditions and craftsmanship.

Colored concrete used for median surfacing that is constructed and accepted by the Engineer shall be measured and paid for in accordance with the unit price bid per square foot for the bid item "4" Concrete Median Surfacing (Colored)". Said payment shall be full compensation for furnishing all labor, equipment, tools and materials required to construct the colored concrete median surfacing to the lines and grades shown including placing, finishing, curing, sealing and all other incidental items required to construct the colored concrete in accordance with these Special Provisions, the requirements outlined in the Standard Specifications for Municipal Construction regarding Portland Cement Concrete Median Construction and the manufacturer's recommendations for application of the dry-shake color hardener.

CONCRETE SURFACE PREPARATION

All exposed cast-in-place concrete surfaces at the retaining walls shall be finished in accordance with the requirements outlined in Section 704.03 of the State of Nebraska Standard Specification for Highway Construction for an "Ordinary Surface Finish" followed by a power wash at all exposed surfaces.

All cast-in-place concrete surfaces that will be exposed after construction shall have a smooth faced finish created with the use of a form liner. The Contractor shall submit form liner information to the Engineer for approval prior to start of concrete construction. Immediately

following the removal of forms, the Contractor shall remove all fins and irregular projections and finish the surfaces in accordance with the requirements outlined in Section 704.03 of the State of Nebraska Standard Specification for Highway Construction for an "Ordinary Surface Finish". At the completion of the finish work, all exposed surfaces shall receive a light sandblast to produce a uniform texture and appearance.

All concrete forms used in construction of the retaining walls shall provide a smooth finished surface that is free of any warping or other distortion (forms that will produce a wood grained surface after finishing will not be acceptable). Forms that have any surface irregularities or other imperfections shall not be used at any exposed walls or structures on this project. All forms shall be set to the lines and grades shown on the plans and shall provide a uniform finished surface between form panels.

All holes or honeycomb spots greater than ¼ inch in any dimension shall be filled. The Contractor shall remove sufficient material to provide a sound surface, free of laitance, glaze, efflorescence, and any bond-inhibiting curing compounds or form release agents. All grease, oil, and other penetrating contaminants shall be thoroughly removed by the Contractor. All damaged and deteriorated concrete shall be repaired by the Contractor to an acceptable condition as determined by the Engineer.

Direct payment will not be made for surface preparation at concrete structures. Work associated with surface preparation at formed concrete surfaces shall be considered subsidiary to the appropriate pay item for the concrete construction.

MOUNTABLE CURB INLET

Mountable curb inlets shall be constructed in accordance with the details shown on the plans and the requirements of Chapter 21.08 of the City of Lincoln Standard Specifications. The inlet shall be provided with a cast iron grate as stipulated on the plans. Measurement and payment for the mountable curb inlet shall be made based upon the contract unit price bid per each for the item "Mountable Curb Inlet". Said payment shall be full compensation for all labor, equipment, materials and incidentals required to construct the inlet as shown on the plans and in accordance with these Special Provisions including, forming, reinforcing steel, concrete placement, consolidation, and cast iron grate and frame, backfill and all other incidental items required to provide a complete and operational inlet.

PVC STORM SEWER

Polyvinyl chloride (PVC) storm sewer pipe shall be constructed in accordance with the details shown on the plans and the requirements of Sections 722 and 1038 of the NDOR Standard Specifications. All PVC storm sewer pipe shall be schedule 80. Fittings, bends and transition couplings to connect the PVC pipe to existing ductile iron pipe shall be provided as shown on the plans. Fittings, bends and transition couplings shall not be paid for directly but shall be considered subsidiary to the pipe. All PVC pipe shall be bedded with a granular material to 6 inches above the top of the pipe. The Contractor shall exercise care so as not to damage the pipe during construction of the pavement and inlets.

Measurement and payment for PVC storm sewer pipe shall be made at the contract unit price bid per linear foot for the various sizes of PVC storm sewer pipe shown in the bid proposal. Said payment shall be full compensation for all labor, equipment, materials and incidentals required to construct the PVC storm sewer pipe as shown on the plans and in accordance with these Special Provisions including, pipe, fittings, bends, transition couplings, bedding, trenching and backfill.

POTHOLING OF WATER SERVICES

This work shall consist of the potholing or excavating of all existing water services to determine location, size and material prior to reconnection or reconstruction and the restoration of the excavation to the original condition once reconstruction or reconnection has occurred. Work shall be completed in advance of construction to allow necessary adjustments in plan and profile.

The basis of payment for POTHOLE WATER SERVICE shall be on an EACH basis. Such payment shall be full compensation for all excavation, removal, disposal, backfilling, materials, equipment, tools, labor, and incidentals necessary to complete the work.

WATER SERVICE RECONSTRUCTION

The Contractor shall have the ability to replace property owner's services from the curb stop into the business or residence when directed to perform this work by the Engineer. This work shall be coordinated with the replacement of the supply pipe from the water main to the curb stop in order to save costs for the property owner. The JPA/City shall provide advance notification to property owners that have galvanized or lead water services informing them that they can have their service replaced using the JPA's Contractor. The Lincoln Water System shall execute a Right of Entry Agreement with each property owner that requests this work to be done.

The Contractor shall prepare a price proposal for each property when directed to do so by the Engineer. The proposal shall be based on unit prices stated in the bid proposal for reconstruction of water services and other miscellaneous items required to complete the work. The Contractor shall be paid for this work as an extra work item on the contract.

If the property owner elects to have another Contractor construct their water service, the JPA's Contractor shall make every reasonable effort to coordinate work in a cost effective manner for the property owner.

TEMPORARY HYDRANTS AND BLOW-OFF FOR FLUSHING AND DISINFECTION

The Contractor shall provide temporary hydrants and blow-offs as shown on the plans or as determined by the Lincoln Water System to provide adequate discharge of water for preliminary and final flushing of the water main(s) in accordance with the requirements of AWWA C651. The installation of temporary hydrants and blow-offs shall include any necessary protection of surrounding areas from damage caused by water erosion and any other provisions necessary for the conveyance of discharge water to protect downstream facilities and property.

When called for in the proposal, payment for temporary hydrants and blow-offs used in conformance with the requirements outlined in the City of Lincoln's Standard Specification for Municipal Construction and these Special Provisions, and accepted by the Engineer shall be made at the contract unit price bid per each for the item "Temporary Hydrant and Blow-off".

Such payment shall be full compensation for installation of temporary hydrants and blow-off, necessary erosion protection, discharge water conveyance and downstream protection, removal of temporary hydrant and blow-off and any materials, equipment, tools, labor or incidentals necessary to complete the work in accordance with the plans, Standard Specifications and the requirements outlined in these Special Provisions.

WATER MAIN SHUTDOWNS

All water main shutdowns shall be performed by Lincoln Water System personnel upon request from the Contractor.

At least forty eight (48) hours prior to the time that tapping, valve operation, flushing or disinfection services are required, the Contractor shall notify the Assistant Superintendent of Water Construction or his representatives to provide for scheduling such services. These services shall be scheduled only during normal City working hours.

Additional notice shall be required when critical water customers such as industries, schools, day cares, medical facilities, etc are impacted by the shutdown. Interruptions of water service to critical customers may require Work to be performed outside normal Work hours or on weekends. The Lincoln Water System shall coordinate with the City's Project Manager and notify the Contractor when critical customers are connected to the water main planned for shutdown.

Prior to Lincoln Water System making the shutdown, the Contractor shall be fully prepared to perform the work in the most expedient manner possible. The Contractor shall have all necessary fittings, pipe, tools, and accessories available onsite to perform the work. If in the opinion of Lincoln Water System or the City's Project Manager that the contractor is not prepared to perform the work, a shutdown shall not be provided. This condition shall be not cause for claim of damages or additional compensation by the Contractor.

If the proposed work involves eight (8) inch or larger water mains or affects service to commercial and industrial customers, a plan must be submitted to Lincoln Water System for approval. The plan shall indicate all fittings and dimensions of any pieces to be installed to complete the work causing the shut down. The plan shall indicate the estimated time out of service, requested time for the shutdown, general description of how the work will be performed, required pumping equipment and the number of employees expected to perform the work.

The water main shall be excavated prior to the shutdown and the excavation prepared to make work conditions safe and clean. Where directed by Lincoln Water System or the City's Project Manager, the contractor shall use crushed rock or crushed concrete in the bottom of the excavation to provide a suitable work surface for ease of construction and to provide for sanitary conditions. These materials shall be compensated in accordance to applicable bid items.

Contractors shall be adequately equipped to pump drain water and anticipate some leakage of water past valves. Adequate pumping equipment shall be shall be a condition for approval of the shut down plan.

All parts, fittings and materials necessary to complete the work must be preassembled to the extent possible prior to the actual valve closure or the water will not be shut off.

There shall be no cost for a shut down which interrupts water service for less than two (2) hours. For interruptions of water service lasting two (2) or more hours the Contractor shall be billed the applicable fee for each hour or portion of an hour past the initial two (2) period of time. The shut down time shall be considered the time from when the water main has been isolated by the Lincoln Water System to the extent possible up to the time that Lincoln Water System is notified that work has been completed sufficiently to allow service to be restored.

Service fees charged for water main shutdowns shall be considered subsidiary to the cost of installation of the water main or the cost of the reconstructing or looping the water main or water services in the event of a utility conflict and shall not be cause for additional compensation to the contractor

GPS INFORMATION FOR WATER MAIN CONSTRUCTION

The Contractor shall provide GPS information for the water mains, valves and fittings that are constructed as part of this project.

The GPS information shall be obtained before backfilling the trench to obtain ties for the installed location of the pipeline center line at approximately 150 feet (5+/- feet) intervals along the pipeline. Other GPS points shall be taken at the following locations:

- a. At beginning and ending of curves
- b. All bends, tees, valves, connections
- c. Plugged ends of lines, and other fittings and specials or other facilities
- d. Both ends of all tunnel crossings and encasements
- e. All corrosion protection materials, including anodes, test lead stations, and insulating flanges, if any.

If trench needs to be backfilled before GPS points are taken, install a temporary PVC pipe or tube or similar marker at the GPS points to obtain the GPS information. All temporary markers shall be removed and any holes shall be filled.

The GPS information shall include, but not be restricted to the x, y, and z coordinates of each item. GPS information shall also include as applicable, pipe size, type of fitting, type of valve, fire hydrant size, encasement size and material, number of turns to open/close each valve, and length of valve extension stem.

The GPS information shall meet the following requirements:

- Horizontal Accuracy: <0.75 inch (2cm)
- Vertical Accuracy: <1.50 inches (4 cm)
- Coordinate System: Lancaster County Grid System
- Vertical Datum: NAVD 88
- File Collection System: Export to individual shapefile for ESRI Geodatabases feature classes
- Items must be captured in individual shapefile based upon the individual feature classes

The Contractor shall generate field generated unique identification numbers for all items. The field generated number shall be indicated on the record drawings.

The type of fitting can be described as, but not limited to:

- VERTICAL BEND, TEE, REDUCER, PLUG, OFFSET, END OF MAIN, CROSS, 22-1/2 BEND, 90 BEND, 45 BEND, 11-1/4 BEND

The type of valve can be described as, but not limited to:

- TSV (tapping sleeve and valve), PRV (pressure reducing valve), LV (line valve), FHV (fire hydrant valve), VRV (vacuum relief valve), BOV (blow off valve), BOA (blow off assembly) FHT (fire hydrant tape), SVC (service valve), FLV (fire line valve), etc.

The rod placement for obtaining GPS data shall be on the top center of the pipe for the pipeline, the top center of the fitting for the fittings, top of the operating nut and top center of valve for valves, the top of the operating nut for fire hydrants, top center of manhole covers and access pits, top of the vault for test lead stations, top center of the pipe for the pipeline at both ends of the encasement pipe, and at other locations as required and acceptable to the Owner.

Submittals

GPS information, including the electronic Geodatabases shapefile shall be made on a paper form of the GPS electronic Geodatabases shapefile acceptable to Owner as the Work progresses. Contractor shall bring GPS electronic Geodatabases shapefile form to each progress meeting for review. Satisfactory, complete, and current GPS electronic Geodatabases shapefile form will be a condition for recommendation of progress payment applications and for final payment.

Basis of Payment

Payment for the item "GPS Information for Water Main Construction" shall be made at the contract lump sum amount bid for the pay item "GPS Information for Water Main Construction". 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 for the water main construction items.

FINE GRADING/PARKING SPACE FINISH

All areas to be sodded or seeded shall be fine graded prior to installation of the sod or seeding. Fine graded areas shall be completed to match the finished grades and lines indicated on the plans. All work associated with the fine grading shall be completed in accordance with the requirements outlined for parking space finish in Chapter 2.00 of the City Standard Specifications.

Payment for fine grading at areas disturbed by grading and in conformance with the City Standard Specifications shall be measured and paid for at the contract unit price bid per square yard for the item "Parking Space Finish". Such payment shall be full compensation for furnishing all labor, equipment, materials and incidental items required to complete the fine grading in accordance with the requirements outlined in the Specifications.

SODDING

Sod on this project shall consist of a tall fescue sod that is drought resistant and produces rhizomes that allows the plant to spread and form new growth. Section 30.05, Paragraph C of the City of Lincoln Standard Specifications for Municipal Construction is amended to include the following criteria for all sod to be used on this project:

The sod shall be a tall fescue self-repairing turf. The tall fescue sod shall have rhizomes to knit the sod together and to provide the ability to fill in or repair damaged or open spots with new shoots of grass.

The tall fescue sod shall produce a deep root system to enhance resistance to drought and require less irrigation.

The tall fescue sod shall be disease resistant.

The tall fescue sod shall have early spring green-up, shall provide a rich green color and shall hold its green color through the fall.

The Contractor shall submit six (6) copies of the proposed tall fescue sod and supporting data to indicate that the sod will provide a turf with the characteristics stipulated in this Special Provision.

SEEDING TYPE "B"

Type "B" Seeding on this project shall consist of United Seeds Super Turf II Turf Type Tall Fescue/Kentucky Bluegrass/Perennial Ryegrass Mixture. Section 30.05 of the City of Lincoln Standard Specifications for Municipal Construction is amended to incorporate the following criteria for the Type "B" seed mixture:

Super Turf Type II LS

Contains: 88% Turf Type Tall Fescue (Firecracker LS, Spyder LS, Mustang 4 and Firenza Turf Type Tall Fescue), 7% Blue Chip Plus and Everest Kentucky Bluegrass and 5% La Quinta Perennial Ryegrass.

Seeding Rates

New Seeding: 10 Lbs per 1,000 Sq ft

Over-seeding: 5 Lbs per 1,000 Sq Ft

Over-seeding High Use Areas: 12 Lbs 1,000 Sq Ft

Seeding Dates

March - May, August - October

Dormant Seed - December - March

SEEDING AND SODDING ESTABLISHMENT

Section 30.11 of the City of Lincoln Standard Specification for Municipal Construction shall be amended to stipulate that the Contractor shall be responsible for adequately watering and maintaining all sodded areas for a period of thirty (30) days following the initial sodding operation (maintenance of sodded areas shall include all required daily watering, weed control, maintenance fertilizing and mowing). Any portion of the sodded area that is not in good growing condition at the end of this thirty (30) day period shall be removed and replaced with fresh live sod at the expense of the Contractor. If the sod has been replaced the watering and maintenance period shall begin again for thirty (30) days following the replacement.

Section 30.11 of the City of Lincoln Standard Specification for Municipal Construction shall also be amended to stipulate that the Contractor shall be responsible for maintaining of all seeded areas for a period of forty-five (45) days following the initial seeding operation (maintenance of seeded areas shall include all required daily watering, weed control, maintenance fertilizing and mowing). Any portion of the seeded area that is not in good growing condition at the end of this thirty (45) day period shall be removed and reseeded with new seed at the expense of the Contractor. If the seed has been replaced, the watering and maintenance period shall begin again for forty-five (45) days following the replacement. If the Contractor does not comply with these standards, then liquidated damages will be enforced until the area is acceptable to the Engineer.

COVER CROP SEEDING

The Contractor shall provide cover crop seeding at all disturbed or cleared areas where pavement construction, finished grading or other construction activities will not be starting within 21 days or as directed by the Engineer to control erosion. The cover crop seed shall be an annual rye grass and shall be seeded at a rate of three pounds per 1,000 square feet unless an alternate seed mixture and seeding rate is approved by the Engineer. The seeded areas shall be fertilized and mulched in accordance with the requirements of Chapter 30 of the City of Lincoln Standard Specifications for Municipal Construction. The Contractor shall water and maintain the areas to be cover crop seeded as specified in the section "Seeding and Sodding Establishment". Cover crop seeding shall be measured by the acre and such payment shall be full compensation for furnishing all labor, equipment, materials and incidental items including seed, mulch and fertilizer required to establish the cover crop.

BUFFALO GRASS SOD

Chapter 30, in the 2006 City of Lincoln Standard Specifications for Municipal Construction is amended to include the following:

30.04 PLANTING SEASON

BUFFALO GRASS SOD May 1 to September 1

30.05 MATERIALS

C. SOD Approved variety: Buffalo grass – Legacy

30.09 SODDING

D. INSTALLATION

Complete installation; saturate each zone or area with water as they are completed.

J. WATERING

The contractor will be responsible for watering the sodded area(s) a minimum of two (2) times per day (mid-morning and late afternoon) and for keeping the areas moist for a period of fourteen (14) days. After fourteen (14) days, the sod shall be watered once per day. After the fourth week, water the area once or twice per week. These guidelines are subject to variance with the City Engineer, Landscape Architect or Representative.

K. INSPECTIONS

If the sod has been replaced the water period will begin again for 30 days following the replacement.

For Pre-Emergent control and Post-Emergent Control see section 30.10 - F & G

30.10 ACCEPTANCE AND ESTABLISHMENT PERIOD

C. BUFFALOGRASS SOD Thirty (30) days

30.11 REPLACEMENT OF MATERIAL AND GUARANTEE PERIOD

BUFFALO GRASS SOD Thirty (30) days

IRRIGATION

The Contractor shall construct the irrigation systems as shown on the plans with water service, meter, and controls for the system as identified on the plans. For this project there will be a new irrigation system with quick couplers for City of Lincoln maintained areas at the new roundabouts and areas adjacent to the City Streets as shown on the plans; reconstruction of the UNL maintained system adjacent to the Champions Club as shown on the plans; modifications/reconstruction of the existing system along Salt Creek Roadway as shown on the plans; and reconstruction of the existing quick coupler irrigation system along 8th Street at the east side of the existing Haymarket Pedestrian Bridge. All work associated with installation, reconstruction and testing of the irrigation systems shall comply with the requirements outlined in Chapter 33 of the City of Lincoln Standard Specifications and as amended by this Special Provision.

The actual size of the water meter and backflow device for new systems shall be verified by the contractor based upon their final irrigation system design to provide the required flows at each sprinkler head or quick coupler in accordance with the specifications. In no case shall the water meter and backflow device be smaller than the minimum size specified on the plans.

Backflow preventors shall be the type suitable for use in high hazard cross connection to potable water system as manufactured by Watts Regulator Company, Lawrence, MA, or approved equal:

1. Reduced pressure backflow preventors shall be No. 909 series Reduced Pressure Principle Backflow Preventor, or approved equal.
2. Double check valve assembly backflow preventors shall be No. 709 series Double Check Valve Assembly, or approved equal.
3. Install in accordance with all local codes and plumbing regulations. In absence of local codes or requirements, double check assembly backflow preventor installed in strict accordance with manufacturer's written instructions shall be considered as minimum requirement.

Vandal Resistant Backflow Enclosure: Provide the necessary materials and installation as detailed on the drawings. Enclosure shall be a manufactured by V.I.T., Model SBBC, "smooth touch" or approved equal.

Quick Coupler Valves: Provide one 55k key and an SH1 swivel 1" shaft x 1" MPT x ¾" hose thread for every 4 quick couplers.

For reconstruction of the existing systems the Contractor shall be responsible for preliminary investigative work to determine existing irrigation pipe locations as well as the location of the quick couplers or irrigation heads. The reconstruction work shall include all necessary relocation of the existing water meter/backflow preventer, enclosure and control boxes as shown on the plans or as directed by the Engineer to relocate these items outside the limits of the proposed construction. Any extension of water service piping to facilitate relocation of these facilities shall be considered part of the reconstruction work for the irrigation system. Any reconstruction of water service taps that may be required for reconstruction of the existing irrigation systems shall be considered as an extra work item and additional compensation will be negotiated with the Contractor to pay for the new water service tap.

Measurement and payment for the irrigation work shall be one lump sum and shall include all of the work associated with the individual systems specified on the plans or reconstruction of each existing system as shown on the plans. This shall include all labor, equipment, materials and incidentals required to construct the individual systems outlined on the plans including water meters, backflow preventers, enclosures, controllers, piping, irrigation heads/quick couplers, electrical connections, irrigation system design and all other items of work required to provide complete and operational irrigation systems as outlined on the plans and in accordance with the Standard Specifications and these Special Provisions. The water service tap and service pipe to the meter will be paid for directly as shown on the plans.

BNSF RAILWAY SPECIAL PROVISIONS

The following Exhibit "C" provides the Contractor Requirements for work that will be completed on existing BNSF Railway property as part of this project. The Contractor shall be required to strictly adhere to all requirements as outlined and shall coordinate their work with the BNSF's Project Engineer, Gerald Maczuga or other designated representative at all times during completion of work on railroad property.

In addition the Contractor will be required to execute the attached agreement Exhibit C-1A and provide certification of the required insurance coverages outlined in the agreement to the BNSF Railway prior to start of any work on railroad property.

Flagging will be required when work is required on BNSF property within 25 feet of the existing tracks. This may include work associated with construction of the new retaining wall along the BNSF right-of-way line, installation/removal of the temporary construction fencing, grading, and inlet reconstruction at the railroad property. Flagging services shall be performed by BNSF employees as outlined in the following Contractor's Requirements for work on BNSF Railway property. The cost of the flagging up to a maximum amount of \$20,000 shall be borne by the JPA. The \$20,000 amount of flagging is based upon 20 flagging days using a standard 10-hour work day. All flagging costs in excess of the \$20,000 amount shall be deducted from the retainage held on the project prior to final payment.

EXHIBIT C
Contractor Requirements

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" during the performance of the C&M Work (as defined in Exhibit C-1) and any other work over, under, on or adjacent to Railway Property.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit C-1 Contractor Right of Entry for C&M Work, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit C-1. Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all C&M Work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway Property is subject to the absolute right of Railway to cause the Contractor's work on Railway Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway Property, employees, and/or operations. Railway will have the right to stop construction work on the C&M Work if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the C&M Work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the C&M Work in a manner which is hazardous to Railway Property, facilities or the safe and expeditious movement of railroad traffic; or (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the C&M Work. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the C&M Work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop the C&M Work, Railway agrees to immediately notify the following individual in writing:

Roger Figard, City Engineer
Department of Public Works and Utilities
City of Lincoln, Nebraska
555 South 10th Street
Lincoln, NE 68508

- **1.01.05** Contractor shall, and shall cause all Contractor parties to, strictly comply with all federal, state and local environmental laws and regulations in its use of Railway's Property, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively, the "**Environmental Laws**") with respect to Railway's Property. Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on Railway's Property. Contractor shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws, except as may be pre-existing in Railway Property and as encountered in the C&M Work and then only in

compliance with Environmental Laws, and shall not use any soils or other materials containing hazardous waste or hazardous substances in connection with the C&M Work, or otherwise bring any hazardous waste or hazardous substances onto any Railway Property.

Contractor shall give Railway immediate notice to Railway's Resource Operations Center at (800) 832-5452 in the event of any release of hazardous substances on or from Railway Property, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of Railway Property. Contractor shall use best efforts to promptly respond to any release arising from or related to its activities contemplated in the C&M Work. Contractor shall also give Railway notice of all measures undertaken on Contractor's behalf to investigate, remediate, respond to or otherwise cure such release or violation.

In the event Contractor has notice of a release or violation of Environmental Laws which occurred or may occur as a result of Contractor's activities contemplated in the C&M Work, Contractor shall take timely measures to investigate, remediate, respond to or otherwise cure as required by applicable law such release or violation affecting Railway Property or improvements. If during the C&M Work, soils or other materials considered to be environmentally contaminated are exposed, Contractor will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof will be made only by an agency having the capacity and authority to make such a determination.

Contractor agrees to periodically to furnish Railway upon written request with reasonable proof that it is in compliance with this **Section 1.01.05**.

- **1.01.06** All C&M Work must performed (i) in a good and workmanlike manner, (ii) in accordance with plans and specifications approved in advance by Railway (the "**Approved Plans**"), (iii) in conformance with applicable building codes and all applicable engineering, safety and any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**"), (iv) in accordance with the accepted industry standards of care, skill and diligence, and (v) in such a manner as shall not adversely affect the structural integrity or maintenance of any Railway improvements or other improvements on or near Railway Property, or any lateral support of any structures adjacent to or in the proximity of any Railway improvements or Railway Property. In addition, the C&M Work must be promptly commenced by the Contractor and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications of the C&M Work which affect Railway will be subject to Railway's written approval prior to the commencement of any such changes or modifications from the Railway's Project Engineer.
- **1.01.07** Contractor shall be responsible for all job site cleanup and restoration, including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials resulting from the C&M Work to the reasonable satisfaction of Railway's Division Engineer.
- **1.01.08** The Contractor must notify the City at City's City Engineer, telephone number (402) 441-7567 and Railway's Project Engineer, telephone number (402) 458-7537 at least ten (10) calendar days before commencing any C&M Work on Railway Property.
- **1.01.09** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the

Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin C&M Work until notified by the Railway that plans have been approved, which approved plans shall become part of the Approved Plans. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of the Approved Plans.

- **1.01.10** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the C&M Work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any C&M Work is performed. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway's Engineering Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway's Engineering Contractor Safety Orientation. The Contractor must renew the Railway's Engineering Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Project Engineer.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Contractor.
- **1.03.02** The Contractor must notify Railway's Project Engineer, telephone number (402) 458-7537, and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15' Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest existing or future track to the face of the pier or abutment structure
 - 31' Vertically above top of rail to the bottom of the Pedestrian Bridge

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the City and must not be undertaken until approved in writing by the Railway, and until the City has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's C&M Work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Contractor.

- **1.03.07** The details of construction affecting the Railway Property and tracks not included in the City Work Final Design or Approved Plans for the C&M Work must be submitted to the Railway by the City for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across Railway's tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor, upon completion of the C&M Work, must promptly remove from the Railway Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said Railway Property by Contractor or any subcontractor, employee or agent of Contractor or of any subcontractor, and must cause Railway Property to be left in a condition acceptable to Railway's Project Engineer.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- **1.04.01** Each Contractor that will perform C&M Work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway's Project Engineer to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.contractororientation.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of C&M Work, the Contractor must audit its C&M Work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

Contractors shall ensure its employees, subcontractors and agents are United States citizens or legally working in this country under a work VISA.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Project Engineer, telephone number (402) 458-7537, a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Engineer, Railway flagger will be required and furnished when Contractor's C&M Work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Project Engineer, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's Project Engineer, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When C&M Work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by Railway's Project Engineer.
- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- **1.05.03c** The cost of flagger services provided by the Railway will be borne by City. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE GOVERNMENTAL FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- **1.05.03d** The average train traffic on this route is 65 freight trains per 24-hour period at a timetable speed of 40 MPH and 2 passenger trains at a timetable speed of 15 MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** C&M Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations. No Contractor shall conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on Railway Property, except after Contractor has obtained written approval from Railway Director Engineering Services, and then only in strict accordance with the terms and any conditions of such approval.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by Railway's Project Engineer. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on Railway Property after normal working hours or on weekends, Railway's Project Engineer must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's Project Engineer. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway's Project Engineer and to the Railway's Resource Operations Center at 1 (800) 832-5452. Local emergency numbers are to be obtained from Railway's Project Engineer prior to the start of any C&M Work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.contractororientation.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's Project Engineer is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S PROJECT ENGINEER.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any C&M Work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the C&M Work area. The Contractor must determine whether excavation on Railway Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact Railway's Project Engineer, telephone number (402) 458-7537. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on Railway Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- **1.07.05** Contractor will be responsible at no cost to Railway to locate and make any adjustments necessary to any wire lines, pipe lines, or other utilities, fences, buildings,

improvements or other facilities located within Railway Property (collectively, "**Other Improvements**"). Contractor must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and, if required, obtain the owner's written approval prior to so affecting the Other Improvements. Contractor must mark all Railway improvements and Other Improvements on the applicable Approved Plans or other plans and specifications approved in advance by Railway, and mark all Railway improvements and Other Improvements in the field in order to verify their locations. Contractor must also use all reasonable methods when working on or near Railway Property to determine if any Railway improvements or Other Improvements (fiber optic, cable, communication or otherwise) may exist. Failure to mark or identify any Railway improvements or Other Improvements will be sufficient cause for Railway to stop construction at no cost to Railway until such items are completed. Contractor must make all adjustments and other work described in this Section 1.07.05, including without limitation adjustments to Other Improvements and work on and affecting Railway Property, in a manner that does not adversely impact utility service to Railway.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1 (800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's Project Engineer. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1 (817) 352-7595 and to the Railway's Project Engineer no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St
2. Date: _____ Time: _____ County:
3. Temperature:
4. Weather
(if non-Railway location)
5. Social Security #
6. Name (last, first, mi)
7. Address: Street: _____ City:
St. _____ Zip: _____
8. Date of Birth: _____ and/or Age _____ Gender:
(if available)
9. (a) Injury: _____ (b) Body Part:
(i.e. (a) Laceration (b) Hand)
11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
 First Aid Only
 Required Medical Treatment
 Other Medical Treatment
13. Dr. Name _____ 30. Date:

14. Dr. Address:
Street: _____ City:
St: _____ Zip: _____
15. Hospital Name:
16. Hospital Address:
Street: _____ City: _____ St:
_____ Zip: _____
17. Diagnosis:

**FAX TO RAILWAY AT (817) 352-7595
AND COPY TO RAILWAY ROADMASTER FAX**

EXHIBIT C-1(A)

CONTRACTOR'S RIGHT OF ENTRY
For C&M Work

BNSF RAILWAY COMPANY
Attention: Project Engineer

Gentlemen:

The undersigned (hereinafter, the "**Contractor**"), has entered into a contract (the "**Contract**") dated _____, 20__ with the City of Lincoln, Nebraska ("**City**") for the performance of certain work ("**C&M Work**") in connection with the construction of entertainment, recreation, lodging, offices, retail and/or other complementary and/or supporting facilities in Lincoln, Nebraska (collectively, the "**West Haymarket Project**"). The work to be performed under this Agreement is deemed to be "City C&M Work" (as defined in that certain Construction and Maintenance Agreement ["**C&M Agreement**"] dated _____, 2010, between BNSF Railway Company and the City). Performance of such C&M Work will necessarily require Contractor to enter BNSF RAILWAY COMPANY ("**Railway**") right of way and property ("**Railway Property**"). The Contract provides that no C&M Work will be commenced within Railway Property until the Contractor employed in connection with said C&M Work for the **City of Lincoln, Nebraska** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS RAILWAY AND RAILWAY'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, 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) OR ENTITY DIRECTLY OR INDIRECTLY (COLLECTIVELY, "LIABILITIES") ARISING OUT OF, RESULTING FROM OR CAUSALLY RELATED TO (IN WHOLE OR IN PART):

(i) ANY RIGHTS OR INTERESTS GRANTED TO CONTRACTOR PURSUANT TO THIS AGREEMENT;

(ii) THE USE, OCCUPANCY OR PRESENCE OF CONTRACTOR AND

CONTRACTOR PARTIES (DEFINED BELOW) AND/OR ANY WORK PERFORMED BY CONTRACTOR AND CONTRACTOR PARTIES IN, ON, OR ABOUT RAILWAY'S PROPERTY OR RIGHT-OF-WAY AND/OR THE WEST HAYMARKET PROJECT, INCLUDING, WITHOUT LIMITATION, OPERATION OF THE PEDESTRIAN BRIDGE, SECURITY FENCING, OR STORM WATER MITIGATION BY ANY CONTRACTOR PARTY (DEFINED BELOW);

(iii) ANY ENVIRONMENTAL MATTERS ARISING FROM CONTRACTOR AND/OR CONTRACTOR PARTIES' USE AND OCCUPANCY OF RAILWAY'S RIGHT-OF-WAY OR OTHER RAILWAY PROPERTY, INCLUDING WITHOUT LIMITATION USE AND OCCUPANCY OF RAILWAY'S RIGHT-OF-WAY OR OTHER RAILWAY PROPERTY IN CONNECTION WITH PERFORMANCE OF THE C&M WORK;

(iv) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATION LINES IN CONNECTION WITH THE WEST HAYMARKET PROJECT BY CONTRACTOR AND/OR CONTRACTOR PARTIES, INCLUDING BUT NOT LIMITED TO (A) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES AS A RESULT OF SUCH DAMAGE OR DESTRUCTION, AND/OR (B) ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE BY, OR LOSS OF SERVICE BY A CUSTOMER OR USER OF SUCH TELECOMMUNICATION COMPANY(IES) AS A RESULT OF SUCH DAMAGE OR DESTRUCTION;

(v) CONTRACTOR'S BREACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; OR

(vi) ANY ACT OR OMISSION OF CONTRACTOR OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR SUBCONTRACTORS (SUCH OFFICERS, AGENTS, INVITEES, EMPLOYEES AND SUBCONTRACTORS BEING REFERRED TO HEREIN INDIVIDUALLY AS A "CONTRACTOR PARTY" AND COLLECTIVELY, "CONTRACTOR PARTIES"), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER.

THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT ANY DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, BUT EXCLUDING CLAIMS WHOLLY CAUSED BY RAILWAY'S SOLE NEGLIGENCE AND EXCLUDING CLAIMS TO THE EXTENT THAT SUCH CLAIMS ARE CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF RAILWAY, TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAILWAY AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY RAILWAY UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF CONTRACTOR OR ANY CONTRACTOR PARTY CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF RAILWAY OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all Liabilities against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising out of any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all Liabilities arising out of any such claims or suits, provided that the foregoing indemnification obligations do not include Liabilities arising wholly out of the sole negligence of Railway or to the extent caused by the gross negligence or willful misconduct of Railway.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE, BUT EXCLUDING CLAIMS WHOLLY CAUSED BY RAILWAY'S SOLE NEGLIGENCE AND EXCLUDING CLAIMS TO THE EXTENT THAT SUCH CLAIMS ARE CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000.00 per occurrence, and \$10,000,000.00 in the aggregate, but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain 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 any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this Agreement.

- B. Business Automobile Insurance. 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 Railroad.
- Additional insured endorsement in favor or and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

- C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

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 Railroad.

- D. Railroad Protective Liability Insurance. This insurance shall name only the Railroad as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- 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 Agreement

In lieu of providing a Railroad Protective Liability Policy, Contractor may participate in BNSF's Blanket Railroad Protective Liability Insurance Policy available to Contractor.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad, 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 Railroad. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of Railroad. 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 Railroad 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 Railroad.

Contractor is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Contractor in lieu of insurance. Any and all Railroad 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.

Prior to commencing the C&M Work, Contractor must furnish to Railroad acceptable certificate(s) of insurance including an original signature of the authorized representative 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 Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from Railroad, a certified duplicate original of any required policy must be furnished. Certificate(s) should be sent to the following address:

Ebix BPO
PO Box 12010-BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

Any insurance policy must be written by a reputable insurance company reasonably acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

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.

Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

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 Railroad as an additional insured, and requiring that the subcontractors release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railroad herein.

Failure to provide evidence as required by this section will entitle, but not require, Railroad 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 Railroad will not be limited by the amount of the required insurance coverage.

For purposes of this section, Railroad means "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT C CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit C attached to this Agreement and the Contract, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be

subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently \$382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's Project Engineer (402) 458-7537 thirty (30) days' minimum advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

[Signature page follows]

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

(Contractor)

BNSF Railway Company

By: _____
Printed Name: _____
Title: _____

By: _____
Name: _____
Project Engineer

Contact Person: _____
Address: _____

Accepted and effective this _____ day of 20__.

City: _____ State: ___ Zip: _____
Fax: _____
Phone: _____
E-mail: _____

ADDITIONAL SPECIFICATION SECTIONS AND SUPPLEMENTAL INFORMATION

The following Chapters 5 and 12 and supplement to Chapter 24 of the City of Lincoln Standard Specifications for Municipal Construction along with the following individual specification sections are attached and shall be considered a part of these project Special Provisions.

In addition, boring logs from the Haymarket Pedestrian Bridge have been included for informational purposes only. The inclusion of this data does not relieve the Contractor from completing his own due diligence and preliminary investigative work as necessary to complete their bid including identifying the potential for dewatering at utility trenches and other subsurface conditions that may affect the proposed work. The borings that are included were completed at the south approach and south pier for the pedestrian bridges with the date of the borings being October 5, 2000. The Contractor shall take into consideration the month and year with respect to potential ground water elevations shown on the boring logs.

SECTION 02821 – VINYL COATED CHAIN-LINK FENCES AND GATES

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Chain-Link Fences: Industrial.
 - 2. Gates: Swing.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show locations, components, materials, dimensions, sizes, weights, and finishes of components. Include plans, gate elevations, sections, details of post anchorage, attachment, bracing, and other required installation and operational clearances.
- C. Samples:
 - 1. Polymer-coated steel wire for fabric.
 - 2. Polymer coating on framing and accessories.
- D. Maintenance Data: For polymer finishes.

1.3 QUALITY ASSURANCE

- A. Mockups: Build mockups to set quality standards for fabrication and installation.

PART 2 PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

- A. General: Height indicated on Drawings. Comply with ASTM A 392, CLFMI CLF 2445, and requirements indicated below:
 - 1. Steel Wire Fabric: Polymer-coated wire with a diameter of 0.148 inch.
 - a. Mesh Size: 2 inches.
 - b. Polymer Coating: ASTM D 668, Class 2b over metallic-coated steel wire.
 - 1) Color: Black, complying with ASTM F 934.

2.2 INDUSTRIAL FENCE FRAMING

- A. Posts and Rails: Comply with ASTM F 1043 for framing, ASTM F 1083 for Group IC round pipe, and the following:
 - 1. Group: IA, round steel pipe, Schedule 40.
 - 2. Fence Height: 8 feet.
 - 3. Strength Requirement: Heavy industrial according to ASTM F 1043.
 - 4. Horizontal-Slide Gate Post: According to ASTM F 1184.
 - 5. Coating for Steel Framing:
 - a. Polymer coating over metallic coating.

2.3 TENSION WIRE

- A. General: Provide horizontal tension wire at top and bottom of fence fabric.
- B. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM A 817 and ASTM A 824.
 - 1. Metallic Coating: Type III, Zn-5-Al-MM alloy.

2.4 INDUSTRIAL SWING GATES

- A. General: Comply with ASTM F 900 for double swing gate types.
 - 1. Metal Pipe and Tubing: Galvanized steel. Comply with ASTM F 1083 and ASTM F 1043 for materials and protective coatings.
- B. Frames and Bracing: Fabricate members from round, galvanized steel tubing with outside dimension and weight according to ASTM F 900 and the following:
 - 1. Gate Fabric Height: 2 inches less than adjacent fence height.
 - 2. Leaf Width: As indicated.
 - 3. Frame Members:
 - a. Tubular Steel: Minimum diameter 1.66 inches round.
- C. Frame Corner Construction:
 - 1. Welded or assembled with corner fittings and 5/16-inch- diameter, adjustable truss rods for panels 5 feet wide or wider.
- D. Hardware: Latches permitting operation from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 5 feet wide. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

2.5 FITTINGS

- A. General: Comply with ASTM F 626.

- B. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. zinc.

2.6 CAST-IN-PLACE CONCRETE

- A. Materials: Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water.
 - 1. Concrete Mixes: Normal-weight concrete air entrained with not less than 3000-psi compressive strength (28 days), 3-inch slump, and 1-inch maximum size aggregate.

2.7 POLYMER FINISHES

- A. Supplemental Color Coating: In addition to specified metallic coatings for steel, provide fence components with polymer coating.
- B. Metallic-Coated Steel Tension Wire: PVC-coated wire complying with ASTM F 1664, Class 2b.
- C. Metallic-Coated Steel Framing and Fittings: Comply with ASTM F 626 and ASTM F 1043 for polymer coating applied to exterior surfaces and, except inside cap shapes, to exposed interior surfaces.
- D. Color: Black, complying with ASTM F 934.

PART 3 EXECUTION

3.1 INSTALLATION

- A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
- D. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment.
- E. Line Posts: Space line posts uniformly at 10 feet o.c.
- F. Post Bracing and Intermediate Rails: Install according to ASTM F 567. Install braces at end and gate posts and at both sides of corner and pull posts.

- G. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing.
- H. Top Rail: Install according to ASTM F 567.
- I. Bottom Rails: Install, spanning between posts.
- J. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage, unless otherwise indicated.
- K. Tie Wires: Attach wire per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
- L. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

3.2 GATE INSTALLATION

- M. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

END OF SECTION

SECTION 07900

JOINT SEALANTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealants and joint backing at retaining wall structures and colored concrete pavement.

1.2 REFERENCES

- A. ASTM C 834 - Standard Specification for Latex Sealants; 2000.
- B. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 2002.
- C. ASTM C 1193 - Standard Guide for Use of Joint Sealants; 2000.
- D. ASTM D 1667 - Standard Specification for Flexible Cellular Materials--Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam); 1997.

1.3 SUBMITTALS

- A. Product Data: Provide data indicating sealant chemical characteristics.
- B. Manufacturer's Installation Instructions: Indicate special procedures.
- C. Color Samples: Provide color samples for joint sealants used on colored concrete.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.5 COORDINATION

- A. Coordinate the work with all sections referencing this section.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Approved Manufacturer's:
 - 1. Bostik: www.bostik.com.
 - 2. Pecora Corporation: www.pecora.com.
 - 3. Sonneborn Building Products, ChemRex, Inc: www.chemrex.com.
 - 4. Tremco, Inc: www.tremcosealants.com.
 - 5. Substitutions: Subject to the approval of the Engineer.

2.2 SEALANTS

- A. Type A – Premium Grade Exterior Sealant: Silyl-terminated Polyethen elastomeric; ASTM C 920, Grade NS, Class 25, Uses NT, O, M, G, and A; single- component, ‘Sonneborne’ Sonelastic 150 or equivalent.
 - 1. Color: Standard colors matching finished surfaces.
- B. Type B – Factory Cured Exterior Sealant adhered to polyether polyurethane backer: factory cured concave silicone sealant adhered to rectangular strip of polyether polyurethane backer, 6’ sections, “Williams Products, Inc.”, Everlastic Wide Joint Seal, or equivalent.
 - 1. Color: Color matching finished surfaces to be selected by Architect from Manufacturer’s Standard or special colors.
- C. Type C - Joint Sealant for pedestrian and vehicular traffic areas: Polyurethane, self-leveling; ASTM C 920, Grade P, Class 25, Uses T, M and A; single component.
 - 1. Color: Standard colors matching finished surfaces. At locations where colored concrete is used for crosswalks, sidewalks or median surfacing, the color of the joint sealant shall match the colored concrete.

2.3 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C 1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

3.3 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C 1193.
- C. Provide joint backer rod as required for proper joint-to-depth ratio. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

3.6 SCHEDULE

- A. Expansion joints, 1/4" – 2" wide, on retaining walls, bollards and fencing: Type A.
- B. Expansion Joints; Greater than 2" wide, on retaining walls or other structures: Type B. Caulk perimeter of expansion joint with Type A sealant as per manufacturer's instructions.
- C. Expansion Joints in Sidewalks, Driveways and other Vehicular Traffic Areas: Type C.
- D. Engineer shall determine schedule for all other Joints requiring sealant not shown on the plans.

END OF SECTION



ASPHALTIC CONCRETE CONSTRUCTION

5.00 GENERAL

Asphaltic concrete mixtures required for surface courses, base courses, overlays, wedge courses, and patching shall be placed as hereinafter specified. Asphaltic concrete shall be bid and paid for by the ton as defined in these specifications.

Patching shall be defined as pavement replacement of areas requiring small quantities of asphaltic concrete per placement such as utility crossings and repair, returns to existing streets, or larger quantity placements such as longitudinal cuts for utility work not requiring curb to curb asphalt replacement, temporary pavement, and for other similar situations as directed by the Engineer.

5.01 RELATED ITEMS SPECIFIED ELSEWHERE

Asphaltic Concrete Special Provision

5.02 MATERIALS

A. ASPHALTIC CONCRETE MIXTURES

Asphaltic Concrete shall be an approved mix as shown on the Plans or in the Contract Special Provisions and as defined in Chapter 12 of these Specifications.

B. NON-WOVEN PAVEMENT OVERLAY FABRIC

Non-woven overlay fabric shall be needle punched, polypropylene fabric conforming to the following requirements:

PROPERTY	TYPICAL	MINIMUM
Mass, g/m ²	145	129
Tensile Strength, newton (N)	512	400
Elongation at Break, %	60	55
Mullen Burst Strength, kPa	1515	1375
Asphalt Retention, L/m ²	----	0.90

Acceptance shall be based upon manufacturer's certification of conformity.

5.03 EQUIPMENT

All equipment, tools and machinery shall be adequate for the purpose for which it is to be used, and shall be maintained in satisfactory working condition at all times. The equipment shall be at the Work site sufficiently in advance of construction operations to be thoroughly examined and approved by the Engineer. The Contractor shall furnish the necessary accessories, equipment data, and assistance required by the Engineer for making tests and calibrations on equipment.

A. DISTRIBUTORS

Whenever the use of a distributor is required, that piece of equipment shall be manufactured expressly for the purpose of applying heated asphaltic materials by pressure spray applications. Improvised equipment, such as converted road oilers, will not be acceptable. The distributor shall be so designed as to permit the application of heated asphaltic material in a uniform spray without atomization at the rate, temperature, and pressure required. The distributor shall be equipped with a tachometer registering revolutions per minute and so located as to be visible to the driver in order that the driver may maintain the constant speed required for the specified rate of application. The distributor shall be mounted on a motor truck or trailer, equipped with pneumatic tires. The pump shall be equipped with a meter registering the number of gallons (liters) per minute passing through the nozzle and this meter must be visible to the operator. The distributor shall be equipped with an accurate thermometer which indicates the temperature of the asphaltic materials at all times. The distributor shall be equipped with a full-circulating spray bar and shall be provided with hand-nozzles to permit application to areas not accessible to the spray bar. The distributor shall be equipped with a drip tray or other suitable means of preventing the dripping of material after the flow has been shut off.

B. ASPHALT SPREADER AND FINISHER

The mechanical asphalt spreader and finisher shall be self-propelled and shall be designed and equipped to spread upon the prepared surface without segregation of the mixture, a tamped and finished wearing surface of asphaltic concrete free from hollows and humps.

The machine shall be equipped with a hopper to receive the asphaltic concrete as it is dumped from the trucks and shall be designed so as to prevent the mixture from being deposited directly on the base or previously laid courses. The hopper shall have a suitable device to distribute the mix evenly across the full width of the screed. The machine shall be equipped with means of adjusting the thickness of the mat, and the transverse and longitudinal grade. It shall be equipped with a tamping or vibrating screed which shall be operated during the lay-down process to compact the applied material to a uniform density. No part of the machine shall travel on the freshly laid material. There shall be auxiliary attachments for the machine so it shall be operated to lay widths as approved by the Engineer.

C. ROLLERS

The number of rollers furnished shall be not less than two independent units, one being a steel wheeled roller and the other a pneumatic tire roller. In lieu of two rollers, one may be used if it is a vibratory roller with one set of pneumatic tires and with separate controls for energy and propulsion, which produces the specified density and a satisfactory surface.

Wheels of all rollers shall be smooth and free from openings or projections which would mar the surface of the Work. They shall be equipped with suitable devices necessary to prevent adhesion of bituminous material to the tires and wheels. The rollers shall be equipped with water tanks for wheel sprinkling devices that extend the full width of each roller, and drip pans designed so as to prevent oil, grease, gas or diesel oil from spilling or dripping onto the asphaltic concrete surface.

D. SURFACE PLANER

The planing machine shall be self-propelled, of sufficient weight, size, power and traction to remove surface irregularities without tearing or displacing of the remaining asphaltic surface or concrete pavement. The cutting edge or drum shall be designed and constructed to permit adjustment to match the existing roadway crown. The machine shall be so designed to permit operation against all curbs, catch basins, inlets and other appurtenances within the Work area. The minimum grinding or planing width of the machines shall be 30 inches. Alternate equipment will not be acceptable without prior written approval of the Engineer.

E. TRUCKS

Numbered trucks having tight, clean, smooth beds shall be used for transporting the freshly prepared asphaltic concrete to the site of the Work. The beds shall be sprayed, when necessary, to prevent the asphaltic concrete mixture from adhering to the bed, with a minimum quantity of approved lubricant. The equipment used and the frequency of spraying shall be determined by the Engineer.

All trucks shall be equipped with a suitable waterproof canvas cover to protect the material as required by the Engineer. Any truck that causes excessive segregation of materials by the action of its spring suspension or other contributing factors, or that causes undue delays, shall not be used for transporting the asphaltic concrete mixtures. All truck beds shall be so constructed that they may be insulated, when necessary. All truck boxes shall be equipped with box vibrators.

5.04 PREPARATION OF EXISTING SURFACE

A. CLEANING

Prior to the application of asphaltic materials on existing base, the surface on which the asphalt is to be placed shall be thoroughly cleaned by means of mechanical sweepers, street flushers, shovels, scrapers, and hand brooms as is necessary to remove all mud, matted earth, dust and other foreign materials. Power brooming shall be conducted in such a manner as to keep dust and debris under control and cause a minimum of disturbance to surrounding areas. Material cleaned from the surface shall be removed and disposed of by the Contractor.

The cost of cleaning the existing surfaces to which asphalt is to be applied shall be considered subsidiary to other items for which payment is made.

B. SURFACE PLANING

Surface planing shall consist of grinding or planing of existing asphaltic or concrete pavements to remove any surface irregularities to within a predetermined specified limit, in accordance with the requirements of these Specifications, at locations shown in the plans, or as directed by the Engineer.

Unless the total street width is to be planed, prior to beginning the operation the Engineer shall indicate all individual areas to be planed. These areas shall be rectilinear, except where existing obstructions prohibit this shape.

Surface planing shall be accomplished without gouging or tearing of the remaining pavement surface. The Contractor shall make as many passes with the planing machine as necessary to remove the surface. Surface planing shall include the grinding of all dissimilar material.

The interface between the surface planed area and the concrete gutter pan shall be cleaned of all old asphalt and maintained to provide a smooth, straight, and vertical surface.

Following the final pass, the planed surface shall be within a tolerance of 1/4 inch when checked with a 10 foot straightedge.

The Contractor shall be responsible for location and protection of all manholes, valve boxes, and all other appurtenances, some of which may be below the surface of the street, and to protect equipment from the danger of striking same. Claims for any and all damages arising from hitting these appurtenances shall be the Contractor's responsibility. The Contractor shall have access to applicable records; however, the Contractor shall not rely upon these records to reveal all such hidden appurtenances.

The Contractor shall be held responsible for all appurtenances in the pavement surface which have been damaged or disturbed by the Contractor. The cost of repairing or replacing these damaged appurtenances shall be made at the Contractor's expense.

The Contractor shall remove all pavement cuttings which result from the performance of this Work and deliver them to locations approved by the Engineer.

BASIS OF PAYMENT

When called for in the proposal, the cost of operating the surface planer and the cost of collecting and hauling the pavement cuttings shall be paid for at the contract unit price per hour for each piece of equipment during the time that it is in use. Cleaning required subsequent to the initial removal of the cuttings shall be as provided in Paragraph A above.

When called for in the proposal, SURFACE PLANING, completed in conformance with the plans and Specifications and accepted by the Engineer, shall be measured and paid for at the contract unit price bid per square yard. Such payment shall be full compensation for all surface preparation, planing, removal of materials, labor, tools, equipment, clean up and incidentals necessary to complete the Work.

C. CORRECTION OF PAVEMENT FAILURES

After the surface planing and cleaning have been accomplished, the Engineer shall examine the pavement structure to which the asphaltic concrete is to be applied. Any pavement failures shall be repaired as designated by the Engineer.

BASIS OF PAYMENT

The cost of repairing pavement failures shall be measured and paid for at the appropriate unit prices or shall be accomplished as an Extra Work Item.

D. TACKING

This Work shall consist of the application of asphaltic materials to previously prepared bases or existing surfaces.

After the surface is completely cleaned and dry it shall have a tack coat of rapid curing cut-back asphalt or emulsified asphalt applied sufficiently in advance of the laying operation to break or cure prior to the application of the surface coat.

Traffic shall not be permitted on the tack coat without the permission of the Engineer, and the asphalt surface course shall be applied as soon as the tack breaks and the water has evaporated. The rate of application generally should be from 0.05 to 0.2 gallons per square yard, with the rate of application to be approved by the Engineer. Tack or asphaltic cement shall be applied by hand to all vertical edges.

The cost of supplying and applying tack coat will not be measured for payment. It shall be considered subsidiary for other items to which direct payment is made.

E. NON-WOVEN PAVEMENT OVERLAY FABRIC

Non-woven pavement overlay fabric and asphaltic cement sealant shall be placed at locations called for on the plans. This Work shall consist of the application of an asphalt sealant and the placement of a non-woven pavement overlay fabric over the entire prepared surface of the pavement to be surfaced or resurfaced with asphalt. Sealants are applied both to seal the existing surface and to provide a cement to adhere to the fabric. Emulsified asphalts are not acceptable for sealant.

Sealant and fabric shall be placed only when the ambient air temperature is 50°F or above. The pavement surface on which the sealant fabric is to be placed shall be dry and free of dirt, debris and other foreign matter. Joint and crack openings of 1/8 inch and larger shall be filled with a suitable material as directed by the Engineer. The asphalt sealant shall be applied with distributor equipment at a rate of 0.25 to 0.30 gallons per square yard. The width of the asphalt sealant application shall be the fabric width plus 2 to 6 inches or the entire width of the pavement to be surfaced.

Temperature of the sealant shall be not less than 280°F at the time of application to ensure a uniform spray pattern.

No drilling or skipping shall be permitted. Asphalt drools or spills shall be cleaned from the pavement surface to avoid flushing and possible fabric movement at these asphalt rich areas. Fabric lay-down equipment shall be used for placement of the fabric. Overlap of fabric joints shall be 1 to 3 inches.

Immediately after the placement, the fabric shall be embedded into the asphalt cement sealant with a pneumatic roller, unless otherwise directed by the Engineer. The construction of the asphaltic concrete overlay shall follow closely the placement of the fabric. In the event the sealant bleeds through the fabric before the overlay is placed, the Contractor shall be required to spread a thin layer of sand or asphaltic concrete over the affected areas in order to prevent the fabric from being picked up by the construction equipment. The application of tack coat will not be required on the fabric prior to the placement of the asphaltic concrete unless a delay in the placement of the overlay results in the fabric becoming dry or dirty.

5.05 HAULING AND SPREADING ASPHALTIC CONCRETE MIXTURES

A. HAULING

Clean trucks fully fueled shall be weighed in the morning when starting up and then again in the early afternoon to obtain accurate tare weights. The Engineer may also require re-weighing at any time to obtain new tare weights.

B. SPREADING

Asphaltic concrete used in the construction of sections having a uniform width as shown in the typical cross section of the plans, shall be spread and finished with an approved mechanical spreading and finishing machine. The operation of placing mixtures shall be continuous, as nearly as possible.

The asphaltic concrete mixture shall be dumped in the center of the hopper of the spreading machine. Care shall be exercised to avoid overloading and slopping over of the mixture on the base, pavement, or previously laid asphaltic concrete. The operating speed and depth of strike-off of the spreading and finishing machine shall be regulated so as to produce a well knit, uniform layer of the required compacted thickness.

The asphaltic concrete mixture shall be laid only upon a surface which is dry and free from frost.

When the asphaltic concrete mixture is placed in irregular or narrow sections, intersections, or other areas where it is impractical to spread and finish the mixture by methods previously specified, the Contractor may use other equipment or acceptable hand methods for spreading the mixtures, as approved by the Engineer.

The cost of hauling and spreading the asphaltic concrete mixture shall be considered subsidiary to other items for which payment is made.

5.06 COMPACTING AND FINISHING ASPHALTIC CONCRETE MIXTURES

A. ROLLING

Immediately after spreading, the mixture shall be compacted thoroughly by rolling. The number, weight, types of rollers, sequence of rolling operations and compaction procedures shall be such that the required density and a satisfactory surface are attained consistently while the mixture is in a workable condition.

The initial rolling shall begin as soon as the material will bear the weight of the roller without displacing the material. The final compaction and finishing shall be performed by rollers while the material is still warm and responds to the action of the roller. Rolling shall not be carried on in such a manner or at such a time as will cause shoving or cracking. No additional rolling or compaction will be allowed after the asphalt has cooled beyond 150° F (121° C).

The asphaltic concrete shall be compacted such that the completed surface is slightly above the surface of the concrete at the gutter pan joint and shall be smooth, true and conform to the grade, cross section and contour required without any irregularities that exceed 1/8 inch when tested with a 10 foot straightedge.

All areas not accessible to the equipment specified shall be compacted and finished by other equipment and methods that will provide a satisfactory surface and the specified density. Any areas determined by the Engineer to be defective, shall be immediately reworked to the satisfaction of the Engineer.

B. JOINTING

Longitudinal and transverse joints shall be made in such a manner that well bonded and sealed joints are achieved. Joints between old and new pavement shall be made in such a manner as to insure a thorough and continuous bond between the old and new surface

Cold joints shall be painted with a light application of asphalt cement before the adjacent material is placed. When placing surface course, a hot joint between lane placement shall be maintained as directed by the Engineer.

Joints in the surface course shall be formed by any approved method that will produce a dense vertical joint; otherwise the previously laid surface course shall be cut back to its full depth so as to expose a fresh surface, after which the hot mixture shall be placed in contact with it and raked to proper depth and grade.

No measurement or direct payment shall be made for the operations of rolling and jointing asphaltic concrete pavement. The cost thereof shall be considered subsidiary to other items for which direct payment is made.

C. DENSITY AND DENSITY SAMPLES

1. General

During the construction of asphaltic concrete pavement, the Contractor shall obtain core samples from each pavement lift for the determination of density. These samples shall be taken not later than seven (7) days after the date of placement of the asphaltic concrete at locations designated by the Engineer and shall be delivered to the Owner's Testing Lab or given to the Project Observer immediately after removal from the pavement. The samples shall be taken by drilling with a minimum 4 inch diameter core drill. After removal from the pavement, the cores shall not be sawed, trimmed, or modified by the Contractor in any way so that the actual lift thickness may be determined by the Engineer. The surfaces from which the samples have been taken shall be restored by the Contractor with hot asphaltic concrete mixture on the next succeeding date of plant operation but not later than seven (7) days after placement. Density samples shall be tested in accordance with the Nebraska Standard Method of Tests for specific gravity of compressed bituminous mixtures, NDR T 166. The void-less density for each lot sample shall be tested in accordance with the Nebraska Standard method of test for Maximum Specific Gravity of Bituminous Paving Mixtures, NDR T 209.

A minimum of one sample shall be required for each lot of asphaltic concrete. A lot is defined as each 500 tons or fraction thereof of each day's production. The location of each of the required samples shall be determined by the Engineer. The % of Payment for each lot of asphaltic concrete shall be in accordance with Table "A" of this Section. The % of Payment in Table "A" shall be reduced by 5% for any lot represented by initial density samples received by the Owner's Testing Lab more than (7) days from date of placement.

2. Arterial Streets

The asphaltic concrete for arterial streets shall be compacted to a density of not less than ninety-two and one half percent (92.5%) of the void-less density for that mixture. If any density test result indicates a compaction value of less than ninety-two and one half percent (92.5%) of the void-less density, two additional check cores will be obtained from that lot by the Contractor at points designated by the Engineer not later than 14 days after date of placement and delivered to the Owner's Testing Lab or given to the Project Observer immediately after removal from the pavement as described above. The % of Payment in Table "A" shall be reduced by 5% for any lot represented by check cores received more than (14) days from date of placement. The average density of the three samples shall be considered the density of the lot. In the event a sample is obviously damaged, an alternate sample will be obtained within 3 feet of the location of the damaged sample.

Reduction in payment for each lot of asphaltic concrete will be made according to the following table:

TABLE 'A'

Average Density	Min. # Samples	% of Payment
92.5 and above	1	100
92.0 to 92.4	3	95

91.5 to 91.9	3	90
91.0 to 91.4	3	85
90.5 to 90.9	3	80
90.0 to 90.4	3	70
89.9 or less	3	40 or reject

Where removal is required, no payment will be made for the asphalt concrete surfacing ordered removed or the cost associated with the removal thereof.

The thickness of the samples shall be the average of four measurements made at four equally spaced locations on the perimeter of the sample. When the nominal layer thickness is either less than 1 inch or less than one and a half times the nominal maximum size of the aggregate contained in the asphaltic concrete mixture, the sampling and testing of density for this layer shall be waived. When the nominal thickness of a layer is greater than 1 inch and also equal to or greater than one and a half times the nominal maximum size of aggregate contained in the asphaltic concrete mixture, the thickness of the density sample or samples shall also equal or exceed these thickness requirements. Density determinations shall be waived for any lot when the maximum thickness requirements are not met by any of three samples taken at random.

3. Non Arterial Streets and Parking Areas

The general requirement for Density and Density Samples shall be the same as that for Arterial Streets.

Where removal is required, no payment will be made for the asphalt concrete surfacing ordered removed or the cost associated with the removal thereof.

No measurement or direct payment shall be made for obtaining core samples for the determination of the density pay factor and layer thickness and restoring the surface. Obtaining core samples and restoring the surface shall be considered subsidiary to the items for which direct payment is provided.

D. ASPHALTIC CONCRETE CURB

When called for on the plans, asphaltic concrete curb shall be constructed of a mix approved by the Engineer, or as shown on the plans. The asphaltic concrete shall conform to the shape and dimensions that are shown on the plans.

Whenever possible the asphaltic concrete curb shall be shaped and compacted with a curb machine capable of constructing the curb true to line, grade, and cross section and to a density and with a surface texture which is satisfactory to the Engineer.

Special precautions shall be taken to provide a proper bond between the surface course and the curb. The surface shall be thoroughly cleaned and tacked with hot asphalt cement. If performed during cool weather, surface course shall be heated so that it is sufficiently plastic to form a bond with the hot asphaltic concrete curb.

E. COLD WEATHER PLACEMENT

When weather conditions are expected to adversely affect the temperature of the Asphaltic Concrete during placement and compaction, all haul trucks shall be covered and insulated as directed by the Engineer.

The temperature of the Asphaltic Concrete during placement shall be such that compaction is accomplished within the temperature range as specified by the Asphalt Binder supplier for the grade of binder being used.

Asphaltic Concrete shall not be placed when the ambient temperature during placement is expected to fall below 35°F, without permission from the Engineer.

Asphaltic concrete shall not be placed on frozen or frost covered subgrade or base. Table 'B' shall be used by the Engineer to restrict the routine placement of asphaltic concrete as a result of cold temperatures. Wind velocity, cloud cover, and other project specific conditions will be considered by the Engineer if deviating from Table 'B'.

TABLE 'B'

Lift Thickness	Minimum Surface Temperature
Less than 2 inches	45°F
2 to 3 inches	37°F
Greater than 3 inches	35°F

5.07 BASIS OF PAYMENT

A. NON-WOVEN PAVEMENT OVERLAY FABRIC

Placement of the non-woven pavement overlay fabric shall be measured and paid for at the contract unit price bid per square yard for the item NON-WOVEN PAVEMENT OVERLAY FABRIC. Such payment shall be full compensation for cleaning and preparing the pavement surface, filling joint and crack openings; for furnishing, heating, and applying the asphalt sealant; for placement and rolling of the fabric; for furnishing and applying material for blotting the surface of the fabric as required; and for all equipment, labor, tools, and incidentals required to complete the Work.

B. ASPHALTIC CONCRETE SURFACE COURSE

The asphaltic concrete surface course used in construction of new pavements, wedge course, or overlay, constructed in conformance with these Special Provisions and accepted by the Engineer, shall be measured and paid for on a lot basis at the

appropriate contract unit price bid per ton for the pay item "Asphaltic Concrete Surface Course, Type ___". The amount of asphaltic concrete to be paid for shall be the net weight of the material actually incorporated into the work and shall be subject to the requirements of Section 5.06.C of these Special Provisions. Such payment shall be full compensation for all material, binder, labor, equipment, tools, mixing, hauling, tack coats, spreading, compacting to required density, and incidentals necessary to construct the asphaltic concrete surface course to the thickness designated on the plan or as directed by the Engineer.

CHAPTER 11

PORTLAND CEMENT CONCRETE

11.00 GENERAL

Portland Cement Concrete (PCC) shall consist of an intimate mixture of Portland Cement, aggregate, water and an air-entraining admixture. Portland Cement used in all concrete mixtures except L-5500 and PR shall be modified with Class F Fly Ash as described below and as indicated in Table 11.02. Depending on the application, other constituents or admixtures may be used with permission from the Engineer. Materials not on the latest edition of the Nebraska Department of Roads (NDOR) "Approved Products List" shall not be used without permission from the Engineer. The constituents of Portland Cement Concrete and their mixing, handling, and proportioning shall conform to ASTM Designation C 94 except as modified herein.

11.01 MATERIALS

A. CEMENT

Portland Cement shall be a recognized standard hydraulic cement composed primarily of hydraulic calcium silicates conforming to the requirements of ASTM Designation C 150 for Type I, II, or III cement and shall contain no more than 0.60 percent equivalent alkali. Equivalent alkali is defined as the sum of the sodium oxide (Na_2O) and the potassium oxide (K_2O) calculated as sodium oxide (equivalent alkali as $\text{Na}_2\text{O} = \text{Na}_2\text{O} + 0.658(\text{K}_2\text{O})$). Certified mill tests shall be furnished to the Engineer. Different brands of cement, or the same brand from different mills, shall not be mixed during storage. Neither shall they be used alternately in any one concrete placement without permission from the Engineer. Contractors or Subcontractors supplying concrete shall notify the Engineer when changing to different cement.

The cement shall be protected from damage due to moisture. Cement so damaged will be rejected. Cement shall not be in storage at the concrete plant longer than ninety (90) days without retesting. The temperature of the cement when used shall be less than 180°F.

B. FLY ASH MODIFIED PORTLAND CEMENT CONCRETE (PCC)

Portland Cement Concrete (PCC) mixes for pavement, driveways, curb, median, and sidewalk shall be modified by the use of Type IPF cement, as specified below. Type IPF cement shall be Portland cement which is pre-blended or inter-ground by the cement manufacturer with 25 +/- 2 percent Class F fly ash and shall conform to the requirements of ASTM C 595. No additional fly ash may be added at the concrete plant.

11.01 MATERIALS (Continued)

B. FLY ASH MODIFIED PORTLAND CEMENT CONCRETE (PCC) (Continued)

An NDOR approved water-reducing admixture shall be used in all fly ash modified concrete mixes at the dosage rate recommended by the manufacturer. The water-cement ratio of all fly ash modified concrete shall not exceed the maximum limit for the various classes of concrete as shown in Table 11.02.

Fly ash shall conform to the requirements of Class F pozzolan of ASTM Designation C 618, except that the maximum loss on ignition for Class F pozzolan shall be six percent (6.0%). Additionally, Class F pozzolans shall have a maximum allowable free carbon content not to exceed three percent (3.0%). Class F fly ash shall not contain more than one and five-tenths percent (1.50%) of available alkalies as Na_2O . Fly ash such as is produced in furnace operations utilizing liming materials or soda ash (sodium carbonate) as an additive will not be acceptable. Certified mill tests shall be provided to the Engineer.

Only brands of Type IPF Cement which are on the latest edition of the Nebraska Department of Roads Approved Products List shall be approved for use in concrete in City of Lincoln projects.

Type IPF cement shall not be used in mix designations LB-2750, LB-3500, L-5500 and PR without permission from the Engineer.

TABLE 11.02 - PORTLAND CEMENT CONCRETE MIXTURES (CUBIC YARD BATCH)

CLASS OF CONCRETE (1)	GENERAL USE	CEMENT (lb/cy)	CEMENT TYPE (2)	WATER CEMENT RATIO (MAX.)	SLUMP (MAX.) (inches) (3)	AGGREGATES (% BY WEIGHT)		AIR CONTENT RANGE (% BY VOLUME)	28 DAY STRENGTH MIN. PSI
						FINE	COARSE		
SG-3000	Where Specified	564	1PF	0.50	4.0	100	0	6.0 - 8.5	3000
L-3500	Pavement, Sidewalk, Structures	564	1PF	0.50	4.0	70 +/- 3	30 +/- 3	6.0 - 8.5	3500
L-3500S	Slip-form Pavement	564	1PF	0.48	2.5	70 +/- 3	30 +/- 3	7.0 - 10.0	3500
LC-3500	Machine Curb	564	1PF	0.48	2.5	70 +/- 3	30 +/- 3	6.0 - 8.5	3500
L-4500	Structures	658	1PF	0.42	4.0	70 +/- 3	30 +/- 3	6.0 - 8.5	4000
LB-2750	Pavement Base (New Construction Residential)	423	I/II	0.60	4.0	60 +/- 2	40 +/- 2	5.5 - 7.5	2750
LB-3500	Pavement Base (Reconstruction)	564	I/II	0.50	4.0	70 +/- 3	30 +/- 3	5.5 - 7.5	3500
L-5500	Pavement (High/Early Strength)	752	I/II	0.40	4.0	70 +/- 3	30 +/- 3	6.0 - 8.5	4000
PR (4)	Pavement Repair (High/Early Strength)	799	III	0.45	4.0	70 +/- 3	30 +/- 3	6.0 - 8.5	4000

NOTES:

(1) All mixtures shall contain a NDOR approved water reducer at the manufacturer's recommended dosage rate.

(2) For Temporary Pavement, Type I/II cement is allowed.

(3) The maximum slump may be exceeded by use of water reducer, high range water reducer, or both.

(4) Calcium Chloride may be added as per NDOR Standard Specifications for Highway Construction.

This table is for proportion ranges only. Actual mix design weights for specific applications will be provided by the City of Lincoln Materials Testing Laboratory.

CITY OF LINCOLN, NEBRASKA, STANDARD SPECIFICATIONS

CHAPTER 12

ASPHALTIC CONCRETE

ARTICLE	TITLE
12.00	General
12.01	Related Items Specified Elsewhere
12.02	Materials A. Asphalt Binder B. Tack Coats C. Mineral Aggregates
12.03	Asphaltic Concrete Mixtures A. General B. Volumetric Mix Design C. Materials Sampling and Testing D. Mix Design Criteria E. Aggregate Criteria
12.04	Equipment A. General B. Mixing Plant C. Truck Scales

TABLES	TITLE
12.00	Asphaltic Concrete Mix Requirements Summary
12.01	Gyratory Compaction Effort
12.02	Compaction Criteria
12.03	Voids in Mineral Aggregate
12.04	Voids Filled With Asphalt
12.05	Aggregate Adjustment Tolerance
12.06	Coarse Aggregate Angularity
12.07	Fine Aggregate Angularity
12.08	Flat and Elongated Particles
12.09	Clay Content
12.10	Gradation Control Points for 0.375 Nominal Size
12.11	Gradation Control Points for 0.500 Nominal Size
12.12	Gradation Control Points for 0.750 Nominal Size
12.13	Gradation Control Points for SPR

CHAPTER 12

ASPHALTIC CONCRETE

12.00 GENERAL

Asphaltic Concrete mixtures shall be classified as Type 1 (for use in arterial streets), Type 2 (for use in Non-Arterial streets and parking lots), Type 1P (for use in arterial street patching and temporary pavement) and Type 2P (for use in non-arterial street patching, temporary pavement, and parking lot patching) and shall consist of an intimate mixture of naturally occurring mineral aggregates of required gradations and asphalt binder content as hereinafter specified. A summary of the general requirements and uses for the various mix types is shown in Table 12.00 of these specifications. Unless otherwise specified, neither industrial nor manufacturing byproducts will be allowed in the mixture. Reclaimed Asphalt Pavement (RAP) shall be allowed as described later in these specifications. Asphaltic concrete shall be measured and paid for as provided in Chapters 1 and 5 of these Specifications.

12.01 RELATED ITEMS SPECIFIED ELSEWHERE

Chapter 1 - Pavement Construction & Reconstruction
Chapter 2 - Earthwork
Chapter 4 - Portland Cement Concrete (PCC) Base
Chapter 5 - Asphaltic Concrete Construction

12.02 MATERIALS

A. ASPHALT BINDER

The suppliers for asphalt binder used in City of Lincoln projects shall be certified by the Nebraska Department of Roads (NDOR) to supply Performance Graded Binder in Nebraska.

The asphalt binder for all mixes shall conform to the requirements of AASHTO M 320 for Performance Graded Asphalt Binder and must meet all requirements for use on NDOR projects. The PG Binder shall meet or exceed both the upper and lower temperature targets of the PG Binder grades as shown in Table 12.00 of these specifications unless directed otherwise by the Engineer.

In addition, unless for Patching or otherwise specified or directed by the Engineer, the PG Binder shall be a binder which incorporates a blend of base asphalt and elastomer modifiers of styrene-butadiene (SB), styrene-butadiene-styrene (SBS) or styrene-butadiene-ruber (SBR).

The composite material shall be thoroughly blended at the asphalt refinery or terminal prior to being loaded into the transport vehicle. The polymer modified binder shall be heat and storage stable and shall not separate when handled and stored per the suppliers storage and handling recommendations.

12.02 MATERIALS (Continued)

A. ASPHALT BINDER (Continued)

A Material Certification from the PG Binder Supplier shall be submitted prior to construction, stating the recommended mixing and compaction temperatures for the Hot Mix Asphalt. The Material Certification must state that acid has not been used. The Material Certification must also state that the material has not been air blown or oxidized.

When moisture susceptibility testing indicates the need for an anti-stripping additive, it shall be added by the PG Binder Supplier. The Contractor shall be compensated for the cost of the anti-stripping additive at the invoice price of the additive. The bill of lading or delivery ticket shall state the binder grade, specific gravity, and the percentage of anti-strip additive.

B. TACK COATS

1. Rapid-Curing Cut-Back Asphalts

The rapid-curing cut-back asphalts to be used as tack coats shall conform to the requirements of AASHTO M 81, Cut-Back Asphalt (Rapid-Curing Type).

This Specification covers liquid petroleum products, produced by fluxing an asphaltic base with suitable petroleum distillates.

2. Emulsified Asphalts

Emulsified asphalts shall conform to the following Specifications:

- ASTM Designation D 977 - Standard Spec. for Emulsified Asphalts
- ASTM Designation D 2397 - Standard Spec. for Cationic Emulsified Asphalts
- ASTM Designation D 140 - Standard Practice for Sampling Bituminous Materials
- ASTM Designation D 244 - Standard Testing Emulsified Asphalts

Emulsified asphalts covered by these Specifications shall be diluted in the distributor with sufficient potable water to reduce the asphalt residue in the mixture to approximately thirty percent (30%). Emulsified asphalt shall be homogeneous within the thirty (30) days after delivery. If separation of the emulsified asphalt has not been caused by freezing, thorough mixing shall be used to achieve a homogeneous mixture.

C. MINERAL AGGREGATES

1. General

Mineral aggregates for asphaltic concrete shall conform to the following requirements except where modified herein:

- ASTM Designation D 692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixture
- ASTM Designation D 1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixture
- ASTM Designation D 242 - Standard Specification for Mineral Filler for Bituminous Paving Mixture

12.02 MATERIALS (Continued)

C. MINERAL AGGREGATES (Continued)

1. General (Continued)

Mineral aggregates shall be crushed rock, broken stone, gravel, sand-gravel, coarse sand, fine sand or a mixture of these materials composed of clean, hard, durable, and non-coated particles, free from injurious quantities of clay, dust, soft or flaky particles, loams, shale, alkali, organic matter, or other deleterious material. Crushed rock shall be crushed limestone, granite, quartzite, or other ledge rock approved for the intended purpose by the City and shall not contain deleterious substances in a quantity exceeding three and one-half percent (3.5%) of any combination of shale, clay lumps, coal, or soft particles with shale and clay lumps not to exceed one and one-half percent (1.5%).

The absorption of water by crushed rock for use in asphaltic concrete shall not exceed three and two-tenths percent (3.2%) by weight. The gradations from any one source shall be reasonably uniform.

The mineral aggregate from different sources of supply shall not be mixed or stored in the same pile, nor used alternately in the same class of construction or mixed without permission from the Engineer. All fractions of a crushed rock gradation shall be produced from the same type of material.

The chemical and physical characteristics of the fraction passing the # 4 sieve shall be substantially the same as those of the material which may be produced in the laboratory from the fraction which is retained on the # 4 sieve.

Mineral aggregates shall have a soundness loss of not more than 12 percent by weight at the end of 5 cycles using sodium sulfate solution.

The mineral aggregate may be tested prior to its use. Generally only mineral aggregates that have been used for similar Work and have satisfactory service records will be approved. If, in the opinion of the Engineer, the mineral aggregate warrants further testing, the sampling and testing will conform to the following requirements:

- ASTM C 127 - Specific Gravity & Absorption of Coarse Aggregates
- ASTM D 75 - Standard Practice for Sampling Aggregates
- ASTM C 136 - Standard Test Method for Sieve Analysis of Fine & Coarse Aggregates
- ASTM D 546 - Standard Test Method for Sieve Analysis of Mineral Filler for Bituminous Paving Mixtures
- ASTM C 128 - Specific Gravity & Absorption of Fine Aggregates
- ASTM C 131 - Standard Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion Impact in the Los Angeles Machine
- ASTM C 88 - Standard Test Method for Soundness of Aggregate
- ASTM D 693 - Standard Spec. for Crushed Aggregate for Macadam Pavements

12.02 MATERIALS (Continued)

C. MINERAL AGGREGATES (Continued)

2. Mineral Fillers

Mineral filler shall consist of pulverized soil, pulverized crushed rock, broken stone, gravel, sand-gravel, sand, or a mixture of these materials that conforms to the following requirements:

Total Percent Passing:	Minimum	Maximum
# 50 (300 μm) Sieve	95	100
# 200 (75 μm) Sieve	80	100
Plasticity Index [material passing #200 (75 μm)]	0	3
Plasticity Index for Soil	0	6

12.03 ASPHALTIC CONCRETE MIXTURES

A. GENERAL

Asphaltic concrete for Type 1 and Type 2 mixtures shall be designed by the Contractor, according to the Asphalt Institute Superpave Mix Design Series No. 2 (SP-2), to meet the Mix Design Criteria for the appropriate mix types as shown in these specifications.

Asphaltic concrete for Type 1P and Type 2P shall be approved by the Engineer prior to use.

The Contractor will be required to define properties using a gyratory compactor that has met the Superpave evaluation test procedures, according to the gyration levels indicated in Table 12.01 for the mix type specified.

Unless otherwise specified or approved by the Engineer, Asphaltic Concrete for Type 1 Mix shall meet or exceed all of the requirements for Asphaltic Concrete type "SP4" as described in these specifications.

Unless otherwise specified or approved by the Engineer, Asphaltic Concrete for Type 2 Mix shall meet or exceed all of the requirements for Asphaltic Concrete type SPR as described in these specifications.

Unless otherwise specified or approved by the Engineer, the Blended Aggregate for Type 1 Mix shall contain no more than 80 percent limestone and shall meet the requirements of Table 12.11, Gradation Control Points For 0.500 (½) Inch Nominal Size.

Unless otherwise specified or approved by the Engineer, the Blended Aggregate for Type 2 Mix shall contain no more than 80 percent limestone and shall meet the requirements of Table 12.13, Gradation Control Points For SPR.

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

A. GENERAL (Continued)

Table 12.00
 ASPHALTIC CONCRETE MIX REQUIREMENTS SUMMARY

TYPE (USE)	AC GRADE	AGGREGATE BLEND		MIX REQUIREMENTS
		% RAP (MAX.)	GRADATION REQUIREMENTS	
1 (ARTERIAL STREETS)	** PG 70-28	25%	½" BAND SUPERPAVE	SP4 (SUPERPAVE)
2 (NON-ARTERIAL STREETS AND PARKING LOTS)	** PG 58-34	35%	SPR BAND SUPERPAVE	SPR (SUPERPAVE)
* 1P (ARTERIAL PATCHING AND TEMPORARY PAVEMENT)	PG 64-22	25%	NOM. MAX. SIZE ½" - #200 SIEVE 10% MAX.	**** 5% TO 6% AC BY WEIGHT OF MIX
* 2P (NON-ARTERIAL PATCHING AND TEMPORARY PAVEMENT AND PARKING LOT PATCHING)	PG 58-28	35%	LIMESTONE 30% MIN. 80% MAX. *** CRUSHED 85% MIN.	

* Types 1P and 2P mixtures must be approved by the Engineer prior to use.

** Indicates polymer modification as specified in 12.02 MATERIALS, A. ASPHALT BINDER.

*** Indicates aggregates crushed by mechanical methods.

**** Amount of AC in RAP to be determined by the Contractor prior to production.

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

B. VOLUMETRIC MIX DESIGN

The mix formula shall be determined by the Contractor from a mix design for each mixture. A volumetric mixture design in accordance with the latest edition of the Asphalt Institute Publication, SP-2 will be required. However, the mixture for the Superpave specimens and maximum specific gravity mixture shall be short-term aged for two hours. The following test procedures shall apply:

- AASHTO R 30 - Practice for Short and Long-Term aging of Hot Mix Asphalt
- AASHTO T 84 - Specific Gravity and Absorption of Fine Aggregate
- AASHTO T 85 - Specific Gravity and Absorption of Coarse Aggregate
- AASHTO PP 19 - Practice for Volumetric Analysis of Compacted Hot Mix Asphalt
- AASHTO T 312 - Method for Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of the Superpave Gyratory Compactor
- AASHTO T 209 - Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
- AASHTO T 283 - Resistance of Compacted Bituminous Mixture to Moisture induced Damage

The optimum binder content shall be the binder content that produces required air voids, at Ndes, in the plant produced mix. The design shall have at least four points, including a minimum of two points above and one point below the optimum. The amount of uncompacted mixture shall be determined in accordance with AASHTO T 209.

Each Superpave mixture shall be tested by the Contractor for moisture susceptibility in accordance with AASHTO T 283. The loose mixture shall be short-term aged for two hours in accordance with AASHTO R30. The 6-inch specimens shall be compacted in accordance with AASHTO T 312 to 7 percent air voids at 95-mm in height and evaluated to determine if the minimum Tensile Strength Ratio (TSR) of 80 percent has been met. If the mixture has not met the minimum TSR value, the Contractor shall have the option of modifying the mixture, as approved by the Engineer, and retesting to verify that the minimum TSR of 80 percent has been achieved or by having a NDOR approved liquid anti-stripping additive added to the PG Binder, by the PG Binder Supplier, at a dosage rate, such that the mix will meet the minimum TSR of 80 percent.

All data shall be submitted with the mix design for approval. During production, the Contractor may be required by the Engineer, to provide and test additional specimens of the plant produced asphaltic concrete for moisture susceptibility. A TSR test result of less than 80 percent will require mixture modification(s) and a sample from subsequent lots will be tested by the Contractor until a TSR value of at least 80 percent is achieved.

Changes in the types or sources of aggregates or binder shall require a new job mix formula, mix design, and moisture susceptibility test. The new proposed job mix formula shall be in accordance with the requirements as stated above and submitted 5 working days prior to use for approval.

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

C. MATERIALS SAMPLING AND TESTING

At the beginning of each year and at least 14 days before production of asphaltic concrete, the Contractor shall submit, in writing, a tentative job mix formula and material samples as described below, for approval, to the City of Lincoln Materials Testing Laboratory. The job mix formula shall identify the mineral aggregates and mineral filler, if needed, with the value of the percent passing each specified sieve for the individual and blended materials.

A 65 pound bag of each of the individual mineral aggregates and RAP, if used, shall also be submitted to the City at this time. Each sample shall be marked to clearly indicate the type of material, name of the producer, and the pit location.

The Contractor shall submit, to the City Testing Lab, three proportioned 10,000-gram samples of the blended aggregates and a 1 gallon sample of the asphalt binder to be used in the mixture. Whenever RAP is used, it shall be processed through an ignition oven and then combined proportionally with the virgin aggregate in one of the 10,000-gram samples. The remaining two 10,000-gram samples shall be made up of the unprocessed RAP combined proportionally with the virgin aggregate. Submitted with these samples shall be a copy of the mix design values obtained from tests performed by the Contractor. This mix design shall include at a minimum, the following information:

- The bulk specific gravity (Gsb) of the blended aggregate (The specific gravity shall be determined for the combined blend from the unwashed portion of the - #4 and the + #4 material in accordance with AASHTO T 84 & T 85 respectively)
- The target asphalt binder content by total mix
- The supplier, grade, and specific gravity of the PG Binder
- The maximum specific gravity of the combined mixture (Rice)
- The average bulk specific gravity and air voids at N initial (Nini), N design (Ndes), and N maximum (Nmax) of the compacted gyratory specimens
- Voids in the Mineral Aggregate (VMA) and Voids filled with Asphalt (VFA) at Ndes
- Fine Aggregate Angularity (FAA), Coarse Aggregate Angularity (CAA), Flat and Elongated Particles and Clay Content of the aggregate blend

During production, asphaltic concrete shall be sampled and tested for quality by the City on a lot basis as defined in Chapter 5.06 paragraph C of these specifications. Tests shall include the following:

- AASHTO T 209 - Maximum specific gravity of the mix (Rice)
- ASTM C 136 - Standard Test Method for Sieve analysis of Fine and Coarse Aggregate
- AASHTO T312 - Method for Preparing and Determining the Density of Hot Mix (HMA) Asphalt Specimens by Means of the Superpave Gyratory Compactor
- AASHTO T 166 - Bulk Specific Gravity of compacted Bituminous Mixtures using saturated surface-dry specimens
Asphalt binder content of total mix by ignition
National Center for Asphalt Technology

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

D. MIX DESIGN CRITERIA

The design criteria for each mixture shall be determined from Tables 12.01, 12.02, 12.03, and 12.04.

The optimum binder content shall be the binder content that produces 4.0% +/- 1% air voids at Ndes for SP4 mixes and 3.0% +/- 1% at Ndes for SPR mixes.

Table 12.01
GYRATORY COMPACTION EFFORT
 Average Design High Air Temperature = < 39 degrees C (102° F)

Asphaltic Concrete Type	Nini	Ndes	Nmax
SPR	7	65	100
SP4	8	96	152

Table 12.02
COMPACTION CRITERIA

Mix Criteria	SPR	SP4
%Gmm at Nini		89.0
%Gmm at Ndes	96.0 -98.0	
%Gmm at Nmax		98.0

Table 12.03
VOIDS IN MINERAL AGGREGATE
 Criteria at Ndes

Nominal Maximum Aggregate Size	Minimum VMA, Percent
SPR	12.0
½ (0.500) inch	14.0

Table 12.04
VOIDS FILLED WITH ASPHALT
 Criteria at Ndes

Asphaltic Concrete Type	Design VFA, Percent
SPR	70 - 80
SP4	65 - 75

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

D. MIX DESIGN CRITERIA (Continued)

If at the end of the day's production, either of the two following conditions occurs, the Contractor will not be allowed to resume production until corrective adjustments are made to the mix design:

1. Air Voids, VMA, VFA, FAA, CAA or Binder content do not meet the currently approved criteria.
2. Rutting occurs.

Mix adjustments at the plant are authorized within the limits shown in Table 12.05 without redesigning the initially approved mix.

The adjustment must produce a mix with the percent air voids and all other properties as stated in these specifications.

All adjustments must be reported to the Engineer.

The adjustment values in Table 12.05 will be the tolerances allowed for changes indicated by production or mix design test results, but cannot deviate from Superpave gradation criteria.

Table 12.05
AGGREGATE ADJUSTMENT TOLERANCE

Aggregate Adjustments	
Sieve Size	Adjustment Range
1 inch, 3/4 inch, 1/2 inch, 3/8 inch	± 6%
No. 8, No. 16, No. 30, No. 50	± 4%
No. 200	± 2%

E. AGGREGATE CRITERIA

1. Coarse Aggregate Angularity (CAA)

The coarse aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type shown in Table 12.06.

Table 12.06
COARSE AGGREGATE ANGULARITY
(ASTM D 5821)

Asphaltic Concrete Type	CAA (minimum)
SPR	83
SP4	85/80*

* Denotes two faced crushed requirements

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

E. AGGREGATE CRITERIA (Continued)

1. Coarse Aggregate Angularity (CAA) (Continued)

Aggregate obtained from the residue of the ignition process shall not be used for the determination of CAA for mix design approval except when RAP material is specified and must be combined with the proportioned amount of virgin aggregate as defined by the mix design.

2. Fine Aggregate Angularity (FAA)

The fine aggregate angularity value of the blended aggregate material shall meet or exceed the minimum values for the appropriate asphaltic concrete type shown in Table 12.07.

The specific gravity for calculation of the FAA shall be based on a combined aggregate sample of material passing the No. 8 sieve and retained on the No. 100 sieve.

Table 12.07
FINE AGGREGATE ANGULARITY
(AASHTO T 304 Method A)

Asphaltic Concrete Type	FAA (minimum)
SPR	43.0
SP4	45.0

Aggregate obtained from the residue of the ignition process shall not be used for the determination of FAA for mix design approval except when RAP material is specified and must be combined with the proportioned amount of virgin aggregate as defined by the mix design.

3. Flat and elongated particles

The coarse aggregate shall not contain flat and elongated particles exceeding the maximum value for the appropriate asphaltic concrete type shown in Table 12.08.

Table 12.08
FLAT AND ELONGATED PARTICLES*
(ASTM D 4791)

Asphaltic Concrete Type	Percent, Maximum
SPR	10
SP4	10

* Criterion based on a 5:1 maximum to minimum ratio

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

E. AGGREGATE CRITERIA (Continued)

4. Clay Content

The Clay Content of the blended aggregate material shall be such that the Sand Equivalent Minimum value for the appropriate asphaltic concrete type as shown in Table 12.09 shall be met or exceeded.

Table 12.09
CLAY CONTENT
(AASHTO T 176)

Asphaltic Concrete Type	Sand Equivalent, Minimum
SPR	45
SP4	45

5. Gradation

The blended aggregate shall conform to the gradation requirements specified below for the appropriate nominal size.

The dust to binder ratio is the ratio of the percentage by weight of aggregate finer than the No. 200 sieve to the asphalt content expressed as a percent by weight of total mix. The dust to binder ratio shall be between 0.7 and 1.7. This shall be verified during mix design approval and production sample testing.

Table 12.10
GRADATION CONTROL POINTS FOR 0.375 (3/8) INCH NOMINAL SIZE

Sieve	Control Points		Restricted Zone Boundary	
	(percent passing)		(percent passing)	
	Minimum	Maximum	Minimum	Maximum
½ inch	100.0			
3/8 inch	90.0	100.0		
No. 4		90.0		
No. 8	32.0	67.0	47.2	47.2
No. 16			31.6	37.6
No. 30			23.5	27.5
No. 50			18.7	18.7
No. 200	2.0	10.0		

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

E. AGGREGATE CRITERIA (Continued)

5. Gradation (Continued)

Table 12.11
GRADATION CONTROL POINTS FOR 0.500 (1/2) INCH NOMINAL SIZE

	Control Points		Restricted Zone Boundary	
	(percent passing)		(percent passing)	
Sieve	Minimum	Maximum	Minimum	Maximum
3/4 inch	100.0			
1/2 inch	90.0	100.0		
3/8 inch		90.0		
No. 8	28.0	58.0	39.1	39.1
No. 16			25.6	31.6
No. 30			19.1	23.1
No. 50			15.5	15.5
No. 200	2.0	10.0		

Table 12.12
GRADATION CONTROL POINTS FOR 0.750 (3/4) INCH NOMINAL SIZE

	Control Points		Restricted Zone Boundary	
	(percent passing)		(percent passing)	
Sieve	Minimum	Maximum	Minimum	Maximum
1 inch	100.0			
3/4 inch	90.0	100.0		
1/2 inch		90.0		
No. 8	23.0	49.0	34.6	34.6
No. 16			22.3	28.3
No. 30			16.7	20.7
No. 50			13.7	13.7
No. 200	2.0	8.0		

12.03 ASPHALTIC CONCRETE MIXTURES (Continued)

E. AGGREGATE CRITERIA (Continued)

5. Gradation (Continued)

Table 12.13
GRADATION CONTROL POINTS FOR SPR

Sieve	Control Points	
	(percent passing)	
	Minimum	Maximum
3/4 inch	100.0	
3/8 inch	81.0	96.0
No. 8	50.0	60.0
No. 50	12.0	21.0
No. 200	4.0	8.0

12.04 EQUIPMENT

A. GENERAL

All equipment, tools and machinery shall be adequate for the purpose for which it is to be used and shall be maintained in satisfactory working condition at all times. The following listed units of equipment shall conform to the requirements specified herein.

The Contractor shall furnish the necessary accessories and personnel and shall perform calibrations on the equipment. Copies of the calibration data shall be provided to the Engineer before production of Asphaltic Concrete. In the event problems are encountered during the calibrations, the Contractor shall arrange for a trained technician or company representative of the company from which the equipment was obtained to make the necessary repairs and/or adjustments to the equipment. Calibrations shall be made as often as is deemed necessary by the Engineer to ensure accuracy of the equipment.

In the event that a Contractor elects to obtain asphaltic concrete from a commercial plant not under his direct control, he shall reach agreement with the commercial producer to perform the above functions in the same manner as though the plant was under his direct control. The Contractor shall also reach agreement with the producer to furnish or shall arrange to have furnished an approved building for the use of an observer if deemed necessary by the Engineer.

12.04 EQUIPMENT (Continued)

B. MIXING PLANT

1. General

The equipment that is used for heating, proportioning, and mixing the aggregates and asphalt cement shall be able to produce a uniform mixture.

The dryers shall be able to dry and heat all aggregates to the required temperatures with positive control. Aggregates shall be agitated continuously during the process of heating. Damage to the asphalt cement in dryer-drum type mixing plants shall be avoided.

Salvaged bituminous material shall not be exposed to open flame.

Continuous temperature and time readings of the asphaltic materials shall be electronically recorded whenever the plant is operated. A copy of the temperature reading shall be made available to the Engineer. Temperature and time displays shall be easily accessible. Temperature and time sensors will be provided at the following locations:

- a. Inside the asphaltic concrete mixture discharge chute.
- b. Inside the surge bin.
- c. Inside the asphalt cement storage tank.

During storage, the asphalt cement temperature shall be maintained between 250F and 350F or at the storage temperature range recommended by the binder supplier. All plants shall be equipped with a circulating system for asphalt cement which is designed to assure proper and continuous circulation during the operating period. Storage tanks shall have sufficient capacity to provide for continuous operation. The tanks shall be situated and constructed to allow the volume of the asphalt cement to be safely and accurately determined at any time.

If the plant is equipped with a surge bin for the temporary storage of asphaltic concrete, the asphaltic concrete taken from the surge bin will not differ significantly from the material taken directly from the plant. The first material entering the bin will be the first material removed. The surge bin shall be completely emptied at the end of each operating day unless insulated or heated.

All plants shall be equipped with a continuously operated dust collector. The collected material may be wasted or returned to the mix.

Mineral filler bins shall be protected from moisture.

2. Pugmill Plants

a. General

Pugmill plants shall include cold aggregate feeders, oversize screens, storage bins for dried aggregate, ingredient proportioning devices, and all other equipment necessary to produce the specified mixture. The pugmill blades shall have a minimum clearance of 3/4 inch from all fixed and moving parts. The mixer shall be equipped with a discharge hopper holding approximately 1 ton of hot mixture and capable of intermittent discharge.

12.04 EQUIPMENT (Continued)

B. MIXING PLANT (Continued)

2. Pugmill Plants (Continued)

b. Batch Plants

Batch plants shall have an accurate time lock to control the operations during a complete mixing cycle. They shall lock the scale box gate after the charging of the mixer until the closing of the mixer gate at the completion of the cycle. They shall lock the bituminous material bucket throughout the dry mixing period and shall lock the mixer gate throughout the dry and wet mixing periods.

The dry mixing period is defined as the time between the opening of the scale box gate and the addition of bituminous material. The wet mixing period is the interval of time between the addition of bituminous material and the opening of the mixer gate.

The control of the timing shall be flexible and capable of being set at 5-second intervals or less throughout a total cycle of not less than 3 minutes. A mechanical batch counter shall be installed as a part of the timing device and shall be designed and constructed to register only upon the release of the bituminous material. It shall not register any dry batches or any material wasted through the bins. The timing device shall have a suitable case with a locking door that shall always be kept closed and locked except when adjustments or repairs are required.

All batch plants shall be equipped with an asphalt cement volume meter or a heated or insulated asphalt bucket with scales.

Scale hoppers and scales for proportioning aggregates and asphalt to the batch plant's mixer shall be accurate within 0.5 percent; and they shall be sensitive within 0.2 percent or 2 pounds, whichever is greater, throughout the range of use.

c. Continuous Type

Plants shall be equipped with a pump synchronized to the feeding mechanism so that the required percentage of asphalt cement is applied continuously and uniformly. The feeding system shall be synchronized to the rest of the plant.

3. Dryer-Drum Plants

These plants shall include cold aggregate feeders, vibratory screening units for removing oversize material from both virgin and reclaimed material, proportioning devices for controlling the quantity of each ingredient in the mixture, and any other equipment necessary to produce the mixture as specified.

Plants shall be equipped with a pump synchronized to the feeding mechanism so that the required percentage of asphalt cement is applied continuously and uniformly. The feeding system shall be synchronized to the rest of the plant.

12.04 EQUIPMENT (Continued)

C. Truck Scales

Truck scales shall be furnished by the Contractor for weighing loaded trucks at the plant site, and shall be installed on adequate foundations and in accordance with the manufacturer's recommendations. The scales shall have sufficient capacity to weigh the maximum axle, combination of axles or gross load used and shall be accurate to one-half percent (0.5%) of the total axle load or total load.

Scales shall be properly calibrated by the Contractor in the presence of the Engineer unless the scales have current Nebraska Department of Agriculture inspection approval or unless calibration and adjustment by a recognized scale company service crew has been performed during the current season, and attested to by a City of Lincoln representative. The scales shall be periodically cross-checked for accuracy during the course of the Work by checking the net weight of loads of the material being produced on commercial scales in the vicinity of the project which have current agriculture inspection approval. The Contractor shall furnish at least ten (10) 50 pound weights for checking the accuracy of the scales. If the scale is not capable of weighing all axles at one time, the approaches shall be extended so the entire hauling unit will be level during weighing. Chuck holes, ruts or high spots in the approaches which develop during hauling operations shall be immediately repaired as directed by the Engineer.

All weighing shall be done with the hauling unit stationary, level, and out of gear. Suitable protection shall be provided against wind currents that may affect the accuracy of the scales. The platform of the scale shall be kept clean and free from accumulations of materials, as directed by the Engineer.

Serially numbered duplicated scale tickets shall be furnished to accompany each truck load of material to the unloading point. Scale tickets shall reflect the date, time, load number, total weight, tare weight, project number, mix type, destination, and net weight.

SPECIAL PROVISIONS AND MODIFICATIONS
TO THE LINCOLN STANDARD SPECIFICATIONS

**REVISED 4-20-10, YOU MUST REPLACE THIS LINE WITH
PROJECT LOCATION**

TRAFFIC SIGNAL AND STREET LIGHTING, CHAPTER 24

24.00 GENERAL

B. FURNISHED MATERIALS

The Contractor shall be responsible for all material or equipment furnished by the City from the time that it is picked up to the completion of work. In the event the cabinet is damaged, including, but not limited to, any concrete splatters, dents, scratches or any other damage as noted by the Engineer, the contractor shall re-wire a new cabinet supplied by the City. The cost of damaged materials shall be deducted from the final payment.

E. DOWNTIME FOR TRAFFIC SIGNALS OR STREET LIGHTING

The Contractor shall be responsible for consulting Lincoln Electric System, Mark Heimann, 467-7541 (cel 432-2531) or Marty Weber 467-7557 (cel 430-5878) to have LES energize or de-energize any Street Light Cable or energize Service Cable for Traffic Signal Equipment. Under no circumstance will the contractor open any LES locked facilities, such as a Transformer or Pedestal.

F. ANTI-SEIZE COMPOUND

The Contractor shall use Permatex 80208, Anti-Seize Compound or approved equivalent everywhere metal screws into or onto metal, except anchor bolts.

M. SIGNAL INSPECTION COMPLETION

Upon completion of a fully operational traffic signal (including communication to the signal), a Signal Inspection shall be completed by the City. The Contractor is allowed a defined number of calendar days to complete the following: correct any items as listed on Signal Inspection Form, return Signal Inspection Form back to City, and correct any subsequent deficiencies identified by inspections until City accepts all work. The number of days is as follows:

For a Single Signalized Intersection: 45 calendar days are allowed for the entire Signal Inspection and Correction process. The City is allowed 14 calendar days for the initial inspection and 7 calendar days for each additional inspection needed thereafter.

For more than one signalized intersection: 45 calendar days + 14 calendar days are allowed for each additional intersection for the entire Signal Inspection and Correction process. The City is allowed 14 calendar days + 4 calendar days for each additional intersection for the initial inspection. The City is allowed 7 calendar days + 2 calendar days per additional signal for each additional inspection needed thereafter.

Initial and subsequent City inspections shall be included as part of the calendar days allowed.

If the Contractor has not corrected all items on the Signal Inspection form to the satisfaction of the City and has not received final acceptance from the City within the allotted time, the Contractor shall be assessed liquidated damages of \$500 per calendar day until all work is completed and deemed acceptable.

24.07 TRACER WIRE SYSTEM

A. GENERAL

The Contractor shall supply an approved locate stick. It shall be a 5' x 3" triangular flexible orange plastic marker with 5 separate access terminals and set screw to hold terminal concealment cap on. Approved decals shall be placed on all 3 sides with "Warning, Fiber Optic Cable, City of Lincoln, Before digging in this area call Diggers Hotline 800-331-5666", as shown on LSP 81.

The Contractor shall also provide the ground wire, No 14 THHN, green in color in 1/2" conduit from the locate stick to the fiber pull box ground rod and the 5/8" x 15' ground rod.

A jumper shall be attached to appropriate locate stick lugs to complete a continuous tracer wire run.

B. INSTALLATION

Bend out all 3 barbs towards the bottom of the stick until the tips touch the post to ensure proper alignment. Place the locate stick in the hole and backfill making sure the barbs stay out and dirt falls on top of them. Properly tamp the soil as the hole is backfilled. See LSP 81.

C. BASIS OF PAYMENT

Each Locate Stick, installed, connected and accepted by the Contract Administrator, shall be measured as a single unit and shall be paid for at the contract unit price bid per each for the item. This price and payment shall be full compensation for installing the Locate Stick, 1/2" Conduit and Tracer Wire from the Locate Stick to the pull box, 5/8" x 15' Ground Rod in the pull box, all

connections, jumper and for all labor, equipment, tools, materials, excavation, and incidentals required to complete the Work.

24.08 FOUNDATIONS AND BASES

Foundations and bases shall be constructed and/or installed in accordance with Lincoln Standard Plans (LSPs) LSP 82 and 92, to the elevation supplied by the Engineer.

If the foundation or base cannot be constructed as shown on the plans the Contractor shall contact the Engineer for further instructions and elevations.

All foundations shall be poured within 48 hours of excavation.

B. INSTALLATION

1. 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 and cabinet 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 vibrated with a high-frequency vibrator as it is placed, from the bottom to the top, in the form to eliminate all

voids. 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 LSP 82 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 Engineer, 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 Contract Administrator.

24.09 PULL BOXES

A. GENERAL

Pull boxes, type PB-T6, PB-9, PB-T9 and FOR27 and their cover are required to conform to all test provisions of ANSI/SCTE 77 "Specifications For Underground Enclosure Integrity" Tier 15 and labeled as such inside the pull box and on the top of the cover. All covers are required to have a minimum coefficient of friction of 0.05 in accordance with ASTM C1028. Independent third party verification or test reports stamped by a registered Professional Engineer certifying that all test provisions of this specification have been met are required with each submittal.

Pull box shapes and nominal dimensions shall conform to LSP 81.

Pull box lids shall also be labeled "ELECTRIC", "TRAFFIC", or "FIBER" on top as indicated on the Plans.

B. INSTALLATION

Pull boxes shall be installed at the locations shown on the plans.

Pull boxes, type PB-T6, PB-9, PB-T9 and FOR27 shall rest firmly on a bed of 3/4" washed crushed limestone rock with a minimum depth of 12" below the bottom, extending at least 3" beyond the outside edges of the pull box. Avoid placing these pull boxes in concrete. Do not install Lid Bolts.

Pull box edges, lid and lifting eye shall be kept clear of concrete and foreign material.

Pull Boxes PB-9 or PB-9 deep shall only be used with the Magnetic Vehicle Detector.

C. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Pull boxes, complete, in place and accepted by the Engineer, will be measured for payment as single units and shall be paid for at the contract unit price bid per each for the item. This price shall be full compensation for all excavation required; for furnishing and installing the pull box; for conduit, conduit stub out, concrete, and crushed rock; and for all labor, equipment, tools, materials, and incidentals required to complete the work.

24.10 CONDUIT

B. INSTALLATION

Conduit shall be installed at a minimum depth of 30", except that conduit designated for "Fiber Optic Cable" shall be installed not less than 42" below finished grade.

F. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The quantity of conduit or conduit sock to be paid for shall be the number of feet of such material of the size and type required, installed and accepted by the Engineer as measured from center to center of foundations or pull boxes, or from pole to pole if there is no foundation.

Conduit or conduit sock shall be paid for at the contract unit price bid per linear foot for the conduit or conduit sock items. These prices shall be full compensation for all excavation required; for all concrete, backfilling and compacting; and for all labor, equipment, tools, materials, and incidentals required to complete the work.

24.11 CABLE

A. TYPES AND CLASSES OF CABLE

5. Service, Street Lighting, Circuit Grounding Cable and Pole Grounding Wire

The cable for underground circuits and pole grounding shall be single conductor, the size specified on the plans, type XLP USE-2, RHH/RHW-2 600 Volt, Copper Cable. UL 44 and UL 854, ICEA S-95-658/NEMAWC-70, C (UL) US Federal spec. A-A-59544. Pole ground wire shall be bare No. 6 AWG solid copper.

11. Camera Control Cable

Camera Control Cable shall be Commscope Ultra II Cable, part number 5NF4 or approved equivalent.

13. Dynamic Message Sign Cable

Dynamic Message Sign Cable shall be SJOW, No. 10 AWG, 4/c & No. 18 AWG, 3/c. This cable is to be between the dynamic message sign junction box and the dynamic message cabinet.

B. INSTALLATION

Splices are only allowed in the 7/c Left Turn Cable at the pole hand hole. Street Lighting Cable and Circuit Grounding Cable shall be spliced only when a change in size or split of cables is shown on the plan. Tracer wire may be heat shrink spliced in a pull box, to save on wire waste.

2. Overhead Cable

Drip loops shall be provided at all signal hangers, wire inlets, and service entrance heads in conformance with good outdoor wiring methods. They shall be 3" vertically by 6" horizontally, hidden behind signal heads wherever possible.

3. Fiber Optic Cable

a.. Fiber Optic Cable Terminations

ST style connectors shall fit a panel with a double-D cut out diameter of 0.38".

SC style connectors shall fit a panel cut out of 1.024" by 0.375".

Multi-mode boot color shall be ivory tan or black.

Single-mode boot color shall be white or black.

b. OTDR Testing

All Fiber Optic Cable new or relocated shall be tested by the contractor with an Optical Time Domain Reflectometer (OTDR). This test shall be after the terminations are complete if the Contractor is expected to perform the terminations. If the Contractor is not expected to perform the terminations, the test shall be completed after the fiber is pulled in. If the Fiber Optic Cable is provided by the City, an OTDR test shall also be performed prior to installation to insure satisfactory cable. A hard copy of this test shall be provided to the City prior to installing the Fiber Optic Cable.

For Multi-mode Fiber Optic Cable, the maximum attenuation with or without terminations shall be 5.63 db per mile, tested at a wave length of 850 nm and 1300 nm. For Single-mode Fiber Optic Cable the maximum attenuation with or without terminations shall be 5.63 db per mile, test at a wave length of 1310 nm and 1550 nm.

The OTDR test shall be performed in both directions along the link. The direction of the test shall also be recorded in the documentation. A hard copy of the Fiber Optic Test shall be provided to the City.

24.12 CABLE SPLICES AND CONNECTIONS

A. GENERAL

All Traffic Signal splices and Street light splices below grade shall be made for continuous immersion in water.

Cable connections in signal heads or controller cabinets shall be made at the terminal boards provided for this purpose. All stranded wires inserted under a binder head screw shall be equipped with a solderless pressure-type spade connector with a pre-insulated shank. A crimping tool for insulated connectors shall be used. No bare wire shall be exposed.

E. Method of Measurement and Basis of Payment

No measurement or direct payment shall be made for cable connections (except fiber connectors), splices, attachments, materials and incidentals necessary to complete the work in accordance with the plans and Specifications. The work shall be considered subsidiary to and included in the bid price for cable installation.

Fiber Optic Cable terminations shall be paid for complete, tested and accepted by the Engineer, measured for payment as single units. Payment shall be made at the contract unit price bid for the items.

24.13 TRAFFIC SIGNAL, LIGHTING OR TRAFFIC MONITORING POLE

B. INSTALLATION

Poles shafts must be erected so that they are plumb with their entire load in place. The mast arms shall be correctly oriented, as shown on the plans. Plumbing of pole shafts shall be accomplished by adjusting the leveling nuts on the foundation anchor bolts. Shims or similar devices for plumbing or racking will not be permitted except for leveling of the transformer base as per the manufacturer.

After the mast arms orientation and height are verified by the Engineer, the Contractor shall pin the mast arms as soon as possible.

At the Engineers discretion the mast arms shall be oriented parallel to the traveled roadway and later swung into their final orientation. The Contractor shall only rotate the mast arms to the correct orientation upon the direction of the Engineer. When the Contractor is rotating the

mast arms to the final plan orientation, they must loosen bolts so that the mast arm clamp does not bind on the shaft or cause damage to the galvanizing.

If the Engineer calls for the final plan, mast arm, orientation only, then the Contractor shall not be paid for rotating the mast arms.

24.15 GROUND RODS AND GROUND WIRE

A. GENERAL

Ground rods shall be high strength steel rods with chemically-bonded copper coverings to provide high-conductivity and to prevent electrolytic action. The copperweld ground rods shall be placed as shown on the plans, 2' from the pole base, and oriented on the same side as the hand hole or in a pull box, if called for on the plans or LSPs; they shall have a nominal diameter of 5/8" and 15' long, except to a Street Light Pole shall be 10' long. For worker safety 5' lengths of ground rod screwed together are allowed. Ground wires shall be connected to ground rods with one-piece non-ferrous clamps which employ set screws as tightening devices. Connections to ground rods shall not be taped.

24.18 VEHICLE DETECTOR INSTALLATION

B. LOOP DETECTORS

3. Loop Acceptance

Each loop shall be tested at the cabinet by the City prior to termination and acceptance. All tests shall have the following result prior to acceptance.

New Loop = infinity

New Loop and New Feeder Cable = infinity

C. MAGNETIC DETECTORS

The magnetic detector installation shall include the furnishing and installing of a Pull Box, type PB-9, stacked to achieve the needed depth or ordered to the needed depth and the installation of a City furnished magnetic probe complete with the wire leads spliced to the 2/c traffic signal cable that connects to the signal cabinet. The conduits into the bottom of the pull box shall not conflict with the 3" Conduit through the end of the pull box, so that the probe can be inserted into the 3" Conduit. The hole for the 3" Conduit through the side of the pull box shall be just large enough to except the 3" Conduit, no larger. The 3" Conduit through the side of the pull box shall be level the entire length to where the plans show.

The Contractor shall install the magnetic probe for multi-lane approaches under the lane line between two adjacent lanes. Magnetic detectors installed under one approach lane shall be installed under the center of the lane.

E. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Vehicle detectors, complete, in place, tested, and accepted by the Engineer, shall be measured for payment as single units. Payment shall be made at the contract unit price bid per each for the vehicle detector item. In addition, vehicle detector loops sawed in place or under cover loops placed shall be tested and approved prior to final payment for the traffic signal cabinet.

In the event an UC Loop does not meet requirements or was not placed as per plan, the Contractor shall remove the roadway, place a new UC Loop as per plan and replace roadway, all at Contractors expense.

Any surface to be overlaid shall have loops sawed into the base prior to placement of asphalt. Loops not placed prior to surfacing, shall be sawed into the surfacing without payment to the Contractor.

24.20 RISER

B. INSTALLATION

LES is to build the Riser above the 10' of GRS and provide the cable to the meter when a meter is required. If there is no meter, then the contractor is to build the riser to its needed height and provide the cables, including enough cable for LES to energize.

C. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Riser, complete, in place and accepted by the Engineer, will be measured for payment as single units and shall be paid for at the contract unit price bid per each for the item. This price shall be full compensation for all excavation required; for furnishing and installing the riser; for standoff installation, ground wire, ground rod, concrete encasement, steel riser guards, meter socket, and incidentals are considered part of the riser assembly.

24.21 CABINETS

B. INSTALLATION

The Cabinet pad shall be level in both directions.

Since Tracer Wire is so thin, the SWD-Write-On Tape shall be placed on wire perpendicular to the wire like a flag. Tracer Wire to furthest pull box shall be identified in the cabinet with travel direction (i.e. "NB" "CURBLANE" or "MEDIAN"). Tracer Wire to pole shall be identified in the cabinet with pole number, using just the last digit (i.e. "POLE 1").

24.24 TEMPORARY TRAFFIC SIGNAL

A. GENERAL

Temporary traffic signal systems shall be installed as called for on the plans. The City will furnish the Contractor with traffic signal and pedestrian signal heads, traffic signal cabinet, emergency receivers, video detector cameras, magnetic probes, and pedestrian push button assemblies, complete with the correct hardware for the application, such as, hanger assembly and tether for span wire installation. All other materials shall be furnished and installed by the Contractor, unless otherwise noted.

24.26 DYNAMIC MESSAGE SIGNS

A. GENERAL

Dynamic Message Signs shall be installed as shown on plans. The City will furnish the dynamic message sign, splice box and cable of sufficient length from the sign to the splice box to the cabinet. All other materials, such as, but not limited to, mounting hardware needed for the sign shall be furnished by the Contractor, unless otherwise noted.

B. INSTALLATION

The Contractor is responsible for mounting the sign and splice box; for installing the cable from the sign to the splice box and cable from the splice box to the cabinet. The Contractor shall splice the cables in the splice box.

C. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Installation of the dynamic message sign shall be measured as a single unit and shall be paid for at the contract unit price each for the item. This price shall be full compensation for furnishing all materials not furnished by the City, installing all materials, for all labor associated with the installation of the sign, splice box, cable from the sign to the splice box and cable from the splice box to the cabinet, equipment, tools, materials, excavation, and incidentals required to complete the work.

24.23 ROADWAY LIGHTING, LUMINAIRES AND LAMPS

D. BASIS OF PAYMENT

Luminaires of the various types complete, in place and accepted by the Contract Administrator, shall be measured as single units and shall be paid for as LUMINAIRE, _____ at the contract unit price bid per each for the item. This price and payment shall be full compensation for furnishing and/or installing the Luminaires and for furnishing bulbs, labor, equipment, tools, materials, and incidentals necessary to complete the Work.

24.27 TRAFFIC MONITORING CAMERAS (HARDWARE)

A. GENERAL

Traffic Monitoring Camera Hardware shall be installed as shown on plans. The Contractor shall supply the Clamp Kit as specified in Section 24.19.A.

B. INSTALLATION

The clamp kit shall be attached at the top of the designated pole, pointing to the opposite corner of the intersection unless otherwise instructed, as shown on plans. The Camera Control Cable, Camera Power Cable and Coaxial Cable shall be run to the clamp kit location and coiled with a 20' coil.

The Traffic Monitoring Camera installation shall be completed by the City.

C. BASIS OF PAYMENT

Traffic Monitoring Camera Hardware, complete, in place and accepted by the Contract Administrator, shall be measured as single units and shall be paid for at the contract unit price bid per each for the item. This price and payment shall be full compensation for installing the Traffic Monitoring Camera Hardware, for furnishing all materials, installing all materials, and for all labor, equipment, tools, materials, and incidentals required to complete the Work.

24.28 RADIO ANTENNA HARDWARE

A. GENERAL

Radio Antenna Hardware shall be installed as shown on plans. The Contractor shall supply 2 Clamp Kits (as specified in Section 24.19) and 1 - 10' rigid 1 ½" Aluminum Conduit. All other materials shall be furnished and installed by the Contractor, unless otherwise noted.

B. INSTALLATION

The clamp kits shall attach the Aluminum Conduit to the designated pole, as shown on plans. The Aluminum Conduit shall be attached at the top of the pole. The clamp kits shall be spaced to best support the Aluminum Conduit and clear obstacles on the pole. The Camera Control Cable shall be run to the top of the Aluminum Conduit with a 20' coil at the top. The radio installation shall be completed by the City.

C. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Radio Antenna Hardware shall be measured as a single unit and shall be paid for at the contract unit price per each for the item. This price shall be full compensation for furnishing all materials, installing all materials, and for all labor, equipment, tools, materials, and incidentals required to complete the work.

BORING LOG

Drill Hole No.	Location of Drill Hole	Elevation	Datum	Driller	Logger			
B-1	See Plans	1153.0	U565	R. Kuehn	D. Bixler			
Type of Surface		Drill Rig		Drilling Method		Total Depth		
Ballast		CME-55		4" HSA		85'		
Water Level Observations								
While Drilling		End of Drilling		24 Hours After Drilling		Hour		
20.0'		20.0'		20.0'		N.A.		
Depth (Feet)	Sample Data			Sediment Description				Depth (Feet)
	Sample No. & Type	% Rec.	SPT Blow counts	Color	Moisture Condition	Consist./Relative Density	Group Name	
								FILL: Ballast with lean clay
5	U-1	100		Light Brown	Moist	Stiff	CL	Lean Clay
10	U-2	100		Dark Brown	Very Moist			ALLUVIUM: Lean clay with trace of fine sand
15	U-3	100						
20	U-4	100			Wet	Firm		Lean clay with fine sand
25	SS-5		1-1-1	Grayish Black		Very Loose	SC	Clayey fine sand
30	SS-6		3-3-4	Tannish Brown		Loose	SP	Poorly graded fine to coarse sand

**OLSSON
ENVIRONMENTAL
SCIENCES**

Project: Haymarket Pedestrian Connector

Location: Between New Baseball Park & 8th Street; Lincoln, Nebraska

Job No. 2000-0415.03

Date: 10-05-00

BORING LOG

Drill Hole No.	Location of Drill Hole	Elevation	Datum	Driller	Logger					
B-1	See Plan	1153.0	USGS	R. Kuehn	D. Bixler					
Depth (Feet)	Sample No. & Type	% Rec.	SPT Blow Count	Color	Moisture Condition	Consist./Relative Density	Group Name	Geologic Description & Other Remarks	Depth (Feet)	
				Tannish Brown	Wet	Loose	SP	Poorly graded fine to coarse sand with trace of gravel		
						Dense				
35	SS-7		4-17-19						35	
						Medium Dense				
40	SS-8		5-9-10						40	
						Dense				
45	SS-9		11-15-20						45	
				Dark Gray		Loose	SC		Clayey fine sand	
50	SS-10		3-2-3							50
55	SS-11		3-4-4					55		
				Tannish Gray		Very Dense	SP	Poorly graded fine to medium sand		
60	SS-12		13-25-31						60	
65	SS-13		10-19-25					65		

OLSSON ENVIRONMENTAL SCIENCES	Project: Haymarket Pedestrian Connector	
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	Job No. 2000-0415.03	Date 10-05-00

BORING LOG

Drill Hole No.	Location of Drill Hole	Elevation	Datum	Driller	Logger				
B-1	See Plans	1153.0	USGS	R. Kuehn	D. Bixler				
Depth (Feet)	Sample No. & Type	% Rec.	SPT Blow Count	Color	Moisture Condition	Consist./Relative Density	Group Name	Geologic Description & Other Remarks	Depth (Feet)
				Gray	Wet	Medium Dense	SP	Poorly graded fine to medium sand	
70	SS-14		6-6-8						70
75	SS-15		15-19-16			Dense		Poorly graded fine sand with silt	75
80	SS-16		8-11-19	Tannish Brown				Poorly graded fine to coarse sand with gravel	80
85	SS-17		50/3"			Very Dense	BEDROCK	DAKOTA SANDSTONE: Fine sand	85
90								Base of Boring at 85 feet	90
95									95

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Date 10-05-00

BORING LOG

Drill Hole No.	Location of Drill Hole	Elevation	Datum	Driller	Logger			
B-2	See Plan	1149.0	USGS	R. Kuehn	D. Bixler			
Type of Surface		Drill Rig		Drilling Method				
Ballast		CME-55		4" HSA				
Water Level Observations								
While Drilling		End of Drilling		24 Hours After Drilling				
20.0'		20.0'		20.0'				
Hour								
N.A.								
Depth (Feet)	Sample Data			Sediment Description				Depth (Feet)
	Sample No. & Type	% Rec.	SPT Blow Count	Color	Moisture Condition	Consist./Relative Density	Group Name	
				Grayish Brown	Moist	Stiff	CL	ALLUVIUM: Lean Clay
5	U-1	100			Very Moist	Firm		
10	U-2	100						
15	U-3	100						
20	U-4	100			Wet			
25	SS-5		3-1-2			Loose	SP	Poorly graded fine sand with clay
30	SS-6		12-19-21	Tannish Gray		Dense		Poorly graded fine to coarse sand with trace gravel

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BORING LOG

Drill Hole No.	Location of Drill Hole	Elevation	Datum	Driller	Logger				
B-2	See Plan	1149.0	USGS	R. Kuehn	D. Bixler				
Depth (Feet)	Sample No. & Type	% Rec.	SPT Blow Count	Color	Moisture Condition	Consist./ Relative Density	Group Name	Geologic Description & Other Remarks	Depth (Feet)
				Tannish Gray	Wet	Dense	SP	Poorly graded fine to coarse sand with a trace of gravel	
35	SS-7		9-15-18						35
40	SS-8		4-5-10			Medium Dense			40
45	SS-9		2-3-5	Dark Gray		Firm	SC	Clayey fine sand	45
50	SS-10		13-23-35	Tannish Brown		Very Dense	SP	Poorly graded fine to coarse sand	50
55	SS-11		21-+50						55
60	SS-12		6-16-16			Dense			60
65	SS-13		18-27-24			Very Dense		Poorly graded fine sand	65

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BORING LOG

Drill Hole No.	Location of Drill Hole	Elevation	Datum	Driller	Logger				
B-2	See Plans	1149.0	USGS	R. Kuehn	D. Bixler				
Depth (Feet)	Sample No. & Type	% Rec.	Head Space Readings	Color	Moisture Condition	Consist./Relative Density	Group Name	Geologic Description & Other Remarks	Depth (Feet)
				Tannish Brown	Wet	Very Dense	SP	Poorly graded fine sand	
70	SS-14		10-11-28	Reddish Brown		Dense		----- Fine to coarse sand with gravel	70
75	SS-15		7-16-16						75
80	SS-16		50/3"			Very Dense	BEDROCK	DAKOTA SANDSTONE: Fine sand	80
85								Base of boring at 80 feet	85

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