AGENDA FOR THE WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, OCTOBER 6, 2011 AT 3:30 P.M.

CITY-COUNTY BUILDING
555 S. 10TH STREET
ROOM 303
LINCOLN, NE 68508

1. Introductions and Notice of Open Meetings Law Posted by Door (Chair Beutler)

2. Public Comment and Time Limit Notification Announcement (Chair Beutler)

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

3. Approval of the minutes from the JPA meeting held September 16, 2011 (Chair Beutler)
   - (Staff recommendation is for the JPA Board to approve the minutes as presented)

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

5. Bill No. WH 11-73 Resolution approving the Annual Financial Interlocal Agreement between the West Haymarket Join Public Agency ("JPA") and the City of Lincoln Lancaster County Railroad Transportation Safety District ("District") providing for the District to aid the JPA in funding the cost of removal of existing railroad tracks, related restoration activities and related Project Improvements in the West Haymarket Redevelopment Area up to a total of $300,000. (Roger Figard)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the resolution)

6. Bill No. WH 11-77 Resolution to approve a Real Estate Purchase Agreement, a related Lease Agreement, and related Relocation Assistance Memorandum by and between the West Haymarket Joint Public Agency, N Street, LLC, and Alter Trading Corporation relating to property generally located at 525 and 601 N Street. (Bill Austin)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the resolution)

7. Bill No. WH 11-78 Resolution approving Amendment No. 7 to the Agreement for Engineering Services between Olsson Associates dba Lincoln Haymarket Infrastructure Team and the West Haymarket Joint Public Agency, Haymarket Infrastructure Design Project No. 870000 to add to or amend the existing Agreement to include supplemental design and bidding for the M & N Street Roadway Improvement project; redesign of the Amtrak Station; and deducts for Parking Garage No. 2 and 10th and Salt Creek Roadway for a total decrease in the Agreement amount of $155,271. (Chad Blahak)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the resolution)

8. Bill No. WH 11-79 Resolution approving Close Out/Demobilization Agreement between the West Haymarket Joint Public Agency ("JPA") and SAIC Energy, Environment & Infrastructure LLC ("SAIC") providing for the JPA to pay SAIC $75,117.27 for demobilization expenses and $539,754.77 as compensation for work performed prior to cancellation of the JPA's contract with SAIC, of which $465,103.13 will be paid to SAIC and $74,651.64 will be paid directly to PC Sports for work performed by PC Sports as SAIC's subcontractor. (Rick Peo)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

9. Bill No. WH 11-80 Resolution to approve Energy Services Agreement between the West Haymarket Joint Public Agency and District Energy Corporation to provide energy services to the West Haymarket Arena and related facilities. (Dan Marvin/Connolly)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

10. Bill No. WH 11-81 Resolution to approve Amendment No. 1 to Letter Agreement between the West Haymarket Joint Public Agency and District Energy Corporation (DEC) providing for the DEC to reimburse the JPA for all funds provided by the JPA in an amount not to exceed $2 Million to fund DEC's preliminary cost to develop plans and specifications and cost estimates for facilities to heat and cool the Arena and other related facilities. (Rick Peo)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

11. Bill No. WH 11-82 Resolution to approve Change Order No. 2 to the JPA's contract with Judd's Brothers. This Change Order includes seven Work Change Directives that all modify the contract quantities for various site prep construction line items. These include increases to quantities for demolition and petroleum soils removal and decreases to quantities of granulated fill, dewatering, settlement plates and wells. The total cost for this change order results in a decrease of total contract amount by $79,140.00. (Paula Yancey)
    - Public Comment
    - (Staff recommendation is for the JPA Board to approve the resolution)

12. Set Next Meeting Date: Wednesday October 26, 2011 (City Council Chambers Room 112)

13. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
September 16, 2011

Meeting Began At: 3:33 P.M.

Meeting Ended At: 4:04 P.M.

Members Present: Chris Beutler, Tim Clare

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

Vice-Chair Clare opened the meeting with introductions of the Board members. He 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

Clare 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.

Clare took a moment to publicly thank Jayne Snyder for her leadership on the JPA Board. Her leadership is large part of why this project is where it is today. Beutler expressed that he is grateful for the steady leadership Snyder showed. He added that it will be hard to replace Snyder on the Board but intends to move ahead so that the cooperative tone that she set will continue.

Item 3 – Approval of the minutes from the JPA meeting held September 1, 2011

Clare asked for any corrections or changes to the minutes from September 1, 2011. Hearing none, Beutler motioned for approval of the minutes. Clare seconded the motion. Motion carried 2-0.

Item 4 – Election of a Chairperson of the West Haymarket Joint Public Agency to fill the vacancy created by the resignation of Chairperson Jayne Snyder.

Rod Confer informed the Board that the reason a new Chairperson needs to be elected is because the Joint Public Agency Act provides that only the Chairperson can sign checks. Therefore, a Chairperson is needed so that the business of the JPA can continue until a new member is appointed.

Confer asked for nominations for the Chair of the Joint Public Agency. Clare nominated Beutler to serve as Chair. Hearing no other nominations, the vote was taken and Beutler was approved as Chair 2-0.

Item 5 – West Haymarket Progress Report

Paula Yancey came forward to provide a status update on the arena and infrastructure projects. Yancey reported that Judds Brothers continues work on the initial site preparation project. The

surcharge that was placed on the arena site has been removed in preparation for the pile drilling operations that will begin next week. During the initial site prep some old building foundations were uncovered and are in the process of being removed. A portion of the Amtrak canopy was recently taken down to be cleaned. The USPS parking lot reconstruction work is progressing up to the wall at R Street. The remainder of the USPS property is expected to close next week allowing for work to continue on the rest of R Street north. M and N Street work progresses on 10th Street with new signal poles and turn lanes being constructed. Groundbreaking for the arena was held on September 7, 2011 in anticipation of arena construction beginning this week. Parking Garage 1 is in design and the first submittal is expected to be complete in October. The 10th and Salt Creek project is complete and opened in time for the first Husker football game. The environmental team installed seven monitoring wells on site to monitor soils and water. The Amtrak station design is progressing and is currently in the value engineering phase.

Yancey provided some fun facts to put some of the project milestones into perspective. 24,657 feet of pipe has been laid for waste, wastewater, storm sewer and street lights to date. The surcharge settled seven inches on the arena site before it was moved off. 22,310 truckloads of dirt were hauled in and out of the West Haymarket redevelopment area equating to 379,270 cubic yards of dirt or just over 3.4 million wheelbarrow loads. 6,000 linear feet of boring has been drilled for geotechnical analysis which equates 16.66 football fields.

Clare inquired as to when the auger cast pile drilling operations will start. Yancey stated that Mortenson is expecting the delivery of the crane on Tuesday and will begin after that.

Beutler asked for any comments from the public. JoAnn Murphy came forward and asked if there are any places one can go to see the actual blue prints of the arena. Yancey answered that the total document set is about 400 pages, and they are not posted on the website. The contractors, engineers and architects have them in addition to them having been submitted to the City for permitting purposes.

Item 6 – Approval of Payment Registers

Steve Hubka, JPA Treasurer, noted that as progress is being made on the arena and related site, money is also being expended. The payment registers in addition to the Engineering Services costs are roughly $3.4 million and are submitted for the Board's approval.

Clare asked if these expenditures are on budget and if the necessary signatures and approval process are in line from an audit perspective. Hubka affirmed that the expenditures are on budget. He also indicated that after the meeting he and the new Chair will sign checks, which is an indication that they have gone to a fair amount of inconvenience to make sure the process is properly followed.

Beutler asked for any comments from the public. Jane Kinsey came forward and asked if the payment to Marvin Investment Management Company is Dan Marvin's salary or in addition to his salary. Beutler explained that Marvin doesn't have a salary because he is a contract worker and is paid under the terms of his contract.

With no further public comment, Clare made a motion to approve the August payment registers. Beutler seconded the motion. Motion carried 2-0.

Item 7 – Review of the August 2011 Expenditure Reports

Steve Hubka observed that the Operating Expenditure Report is significant because it shows the expenditures for the first full fiscal year of operation for the JPA. There were two items that make it appear there was a budget overrun of $140,000. The first item is an advance to the District Energy Corporation (DEC) for $171,434 which will be reimbursed to the JPA. The other is an expenditure for the public officials liability insurance. As he mentioned at the last meeting, it was thought this insurance would be paid in the 11/12 fiscal year but due to timing had to be paid out of the 10/11 fiscal year. The total of those two items is $198,195 and if not for them the budget would have been under expended by $57,549. A significant amount of money was saved by implementing the occupation taxes in a more efficient way that originally planned.

Clare understood that the advancement to the DEC will be reimbursed but asked if Hubka has ensured that there is a commitment from the DEC to pay it back. Hubka stated that he has visited with Law and they will include the commitment in the Operating Agreement when it is finalized. Rod Confer confirmed that it will be included.

Beutler asked for any comments from the public. No one came forward.

Item 8 – Bill No. WH 11-71S Substitute Resolution to approve Substitute Amendment No. 2 to the Amended and Restated Construction Manager at Risk Contract with M.A. Mortenson Company amending the Property Insurance Provision in the General Conditions to clarify that the JPA is not procuring additional terrorism coverage for certified acts of terrorism and allow the JPA to procure terrorism coverage with a sub-limit of $5 Million and flood coverage with a sub-limit of $25 Million in lieu of the total value of the entire Project.

Paula Yancey informed the Board that this is the resolution that was deferred from the last meeting. This will match up the insurance provisions in the Mortenson contract with the actual insurance coverage that the JPA procured which includes $25 million of flood insurance and does not include terrorism insurance. Mortenson has reviewed this with the City attorneys and is fine with this approach to insuring the project.

Clare asked if Yancey has checked to make sure there is no lapse in any coverage. Yancey answered that there will be no lapse as this is strictly cleaning up the Mortenson Contract language to match up to the actual coverage.

Beutler asked for any comments from the public. Hearing none, Clare made a motion to approve the substitute resolution. Beutler seconded the motion. Motion carried 2-0.

Item 9 – Bill No. WH 11-73 Resolution approving the Annual Financial Interlocal Agreement between the West Haymarket Join Public Agency ("JPA") and the City of Lincoln Lancaster County Railroad Transportation Safety District ("District") providing for the District to aid the JPA in funding the cost of removal of existing railroad tracks, related restoration activities and related Project Improvements in the West Haymarket Redevelopment Area up to a total of $300,000.

Dan Marvin came forward and requested a delay on this item. He would like to get more information and since it is not time sensitive, will bring it back in either two or four weeks. Beutler and Clare concurred.

Item 10 -- Bill No. WH 11-74 Resolution approving the grant of two utility easements to the Lincoln Electric System, Windstream Nebraska Inc., Time Warner Entertainment – Advance/Newhouse Partnership.

Yancey stated that this is a resolution approving utility easements for LES, Windstream and Time Warner Cable to get electric, cable and telephone to the site and across some JPA owned property. One easement is for Amtrak and the other is for the arena site where the switchgear will be located.

Beutler asked for any comments from the public. Hearing none, Clare made a motion to approve the resolution. Beutler seconded the motion. Motion carried 2-0.

Item 11 -- Bill No. WH 11-75 Resolution approving Amendment No. 3 to the Agreement for Environmental Remediation Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public Agency to include additional services set out in Task 7 and Task 8 for an additional total amount of $87,150.00.

Miki Esposito explained that before the Board is a substitute amendment to the original Amendment No. 3. The original amendment asked for an additional $87,150 however, the substitute amendment reduces that amount to $0 as it will be budget neutral. The amendment is to authorize additional investigation work, lab testing and installation of monitoring wells required by NDEQ and EPA. Rather than adding new money to the amendment she is asking for the authority to move dollars around from within the existing agreement.

As the investigation was being conducted, NDEQ asked for additional investigation of the properties north of O Street. In total, three were done and it was found that the property wasn't as dirty as originally perceived. This meant that traditional remedial actions would not be required and instead institutional controls such as legal deed restrictions, environmental covenants, ordinances and engineered controls could be used. The site investigation for the area will increase the originally budgeted $153,000 to $208,340. There is $69,100 for remedial action oversight activities that isn't needed so they proposed to take these dollars and devote $55,000 to the VCP site investigation and $10,000 to the alter site investigation required by the EPA. This will leave just over $4,000 to deal with institutional controls, deed restrictions, environmental covenants, and those kinds of legal drafting requirements. Esposito is requesting authorization to reallocate funds already pledged in one category instead of adding money to the overall total.

Clare inquired if the funds being reallocated out of the remedial action oversight will be needed in this project. Miki felt confident that they would not have to expend any more money on remediation. A lot of the soils that were contaminated were taken care of during the initial site prep phase so what is left does not have as much contamination as was anticipated. There is also a method in place to handle it if there are surprises later. She added that there is a very healthy environmental contingency plan budget that will be tapped into when the tracks come out.

Clare asked if these numbers are just for the north of O Street cleanup. Miki indicated that the money for south of O street is not included in these figures with the exception of the Alter sliver.

Beutler asked for any comments from the public. Hearing none, Clare made a motion to approve Bill No. WH 11-75. Beutler seconded the motion. Clare then made a motion to approve the substitute amendment. Beutler seconded the motion. Motion carried 2-0. The main motion was then voted on and carried 2-0.

Item 12 -- Bill No. WH 11-76 Resolution approving Amendment No. 1 to the Consultant Agreement between P.C. Sports and the West Haymarket Joint Public Agency to amend the Scope of Services to provide professional services to add peer review of the DEC Haymarket Central Energy Plant Mechanical and Electrical Design for a fee of $11,400 plus reimbursable expenses.

Dan Marvin stated that this will amend the contract with PC Sports allowing $11,400 to do a peer review of the District Energy facility. The DEC facility will be constructed to provide the heating and cooling for the arena and private development south of the arena. This review will ensure that funds are expended in the most efficient manner possible.

Randy Swanson, PC Sports, advised that given the complex nature of the design they feel it is prudent to have experts take a look at the current design and make sure money is being spent wisely. This facility will serve the arena and future developments so it is important that it is done right.

Beutler asked for any comments from the public. Jane Kinsey asked who will be doing the peer review. Swanson indicated that they have hired HDR out of Omaha. HDR is one of the few that specialize in these types of facilities. Clare added that with the comments that have been made about the Antelope Valley project, he feels this is a good idea.

Hearing no other comments, Clare made a motion to approve the resolution. Beutler seconded the motion. Motion carried 2-0.

Item 13 -- Set Next Meeting Date

The next meeting will be held on Friday September 30, 2011 (Room 112, City Council Chambers)

Item 14 – Motion to Adjourn

Clare made a motion to adjourn the meeting. Beutler seconded the motion. Motion carried 2-0.
Meeting adjourned at 4:04 P.M.

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

WH 11-73 Introduce: 9-16-11

RESOLUTION NO. WH- _____

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

That the attached Annual Financial Interlocal Agreement between the West Haymarket Joint Public Agency and the City of Lincoln Lancaster County Railroad Transportation Safety District providing for the District to aid the JPA in funding the cost of removal of existing railroad tracks, related restoration activities and related Project Improvements n the West Haymarket Redevelopment Area up to a total of $300,000.00 is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Interlocal Agreement on behalf of the JPA.

The City Clerk is directed to return a fully executed original of the Agreement to the District, Attention: Roger Figard.

Adopted this _____ day of September, 2011.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Tim Clare

_____
Chris Beutler

ANNUAL FINANCIAL
INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lincoln Lancaster County Railroad Transportation Safety District, hereinafter referred to as the "District", and the West Haymarket Joint Public Agency, a political subdivision of the State of Nebraska, hereinafter referred to as the "JPA", for the removal of existing railroad tracks in the West Haymarket Redevelopment Area, Project No. 899180 hereinafter referred to as the "Project."

WHEREAS, the District operates to further the policy of the State of Nebraska to reduce the number of fatalities and injuries caused by collisions between motor vehicles and railroad trains; to eliminate as far as possible unnecessary conflicts between railroad transportation and highway transportation; to improve the movement of both rail and highway traffic by eliminating grade crossings; and to assist in relocation of railroad facilities that bisect the central portions of municipalities, thus hampering the growth of both the municipality and the railroad services; in order to benefit and enhance the community as a whole pursuant to *Neb. Rev. Stat.* § 74-1301, et. seq.; and

WHEREAS, the JPA contemplates contracting for professional services and construction activities for the Project; and

WHEREAS, the District, pursuant to *Neb. Rev. Stat.* § 74-1302 and § 74-1305, has the right and authority to enter into contracts or other arrangements with political subdivisions making full use of the Interlocal Cooperation Act for, among other things, assistance in the design, construction, maintenance, sale, or lease of the works of the District; making surveys and investigations or reports in relation to the objectives of the District; and cooperating or assisting

in obtaining the construction, maintenance, or operation of a work or works of public improvement within the district for the purpose of changing, constructing, eliminating, or reconstructing, including the use of protective devices of any kind or nature, any highway or street crossing of a railroad property; and

WHEREAS, the JPA and the District are mutually benefitted by the Project.

NOW, THEREFORE, the JPA and the District pursuant to the Interlocal Cooperation Act, *Neb. Rev. Stat.* § 13-801 et. seq. do hereby agree as follows:

1. Duration. The duration of this Agreement shall be until the completion of all obligations hereunder, in any event, not to exceed one (1) year from the date of execution of this Agreement.
2. Administration. The terms and conditions of this Agreement shall be administered by the Executive Director of the District and the Chairperson of the JPA. This Agreement does not create any separate legal or administrative entity.
3. Purpose. The purpose of this Agreement is for the District to aid the JPA in funding for the removal of railroad tracks, related restoration activities, and related Project improvements in the West Haymarket Redevelopment Area.
4. Budget and Finance. The District has approved the expenditure of $300,000 for the Project from its July 1, 2011, through June 30, 2012 budget. The District for the year 2011/2012 shall contribute up to the total of such allocated funds to be applied to the Project.
5. Duties and Obligations. The District shall be entitled to receive copies of all work financed through this Agreement. The JPA shall have authority to enter into agreements for the related activities in accordance with the JPA's contracting requirements. The JPA

will bill and the District will pay the JPA up to the amount agreed for the District's participation as authorized by this Agreement.

6. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the JPA shall not be deemed to be employees of the District, and employees of the District shall not be deemed to be employees of the JPA.

7. Construction Area Control. To the extent permitted by law, the JPA expressly accepts control of the construction area, such control shall include, but not be limited to, barricades, road crossings, construction equipment and any obstacles created during construction of the Project.

8. Hold Harmless. The JPA agrees to indemnify and hold harmless, to the fullest extent allowed by law, the District and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the JPA's principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. The JPA shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either the JPA or the District to indemnify or hold harmless the other parties from liability for the

negligent or wrongful acts or omissions of said other parties or their principals, officers, or employees.

9. Subcontractors. The JPA agrees to require any contractors or subcontractors, providing services under this agreement, to indemnify and hold the District harmless to the same extent and as provided in Section 8 of this Agreement. The JPA further agrees that it shall require its contractors and subcontractors, providing services pursuant to this Agreement, to agree to the following clause by including it in its subcontractor agreements:

> Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Contractor, or any employees or other persons acting on behalf of the Contractor in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff shall at all times continue to be employees of the Contractor for the duration of the Agreement. The Contractor shall be responsible for all salary and benefits payable under this Agreement and the Contractor's employees shall not be entitled to any salary from the JPA or the District or to any benefits made to the JPA or District employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. The Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

10. Termination. This Agreement may be terminated at any time and for any reason by any party upon written notice of not less than sixty (60) days to the other party. Upon termination, the District shall pay for expenditures incurred up through the date of termination.

11. Assignment. Neither the District nor the JPA shall assign its duties and responsibilities under this Agreement without the express written permission of the other party to this agreement. It is expressly understood and agreed to by the parties that the JPA may subcontract the installation, construction and improvements provided herein.

12. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

13. Equal Employment Opportunity. In connection with the carrying out of the activities provided herein, neither the District nor the JPA shall discriminate against any bidder, employee, applicant for employment, or any other person because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

Executed by the DISTRICT this 6th day of September, 2011.

CITY OF LINCOLN LANCASTER
COUNTY RAILROAD
TRANSPORTATION SAFETY
DISTRICT

Attest:

Chairperson

Executive Director

Executed by the JPA this _____ day of _____, 2011.

Attest:

Project Manager/Secretary

Chairperson

WH 11-77 Introduce: 10-6-11

RESOLUTION NO. WH- _____

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

That the attached Real Estate Purchase Agreement by and between the West Haymarket Joint Public Agency as Purchaser, and N Street Company, LLC, and Alter Trading Corporation as Sellers, under which the West Haymarket Joint Public Agency shall purchase the property legally described therein and generally located at 525 and 601 N Street, Lincoln, Nebraska, together with the related Lease Agreement under which the Sellers shall lease back the property until June 30, 2012, under the terms and conditions as set forth in said Lease Agreement, are hereby approved and the Chairman is authorized to execute the Real Estate Purchase Agreement and the Lease Agreement on behalf of the West Haymarket Joint Public Agency.

BE IT FURTHER RESOLVED, that Dan Marvin, Secretary/Project Manager of the West Haymarket Joint Public Agency, is hereby authorized to execute all other closing and other related documents necessary to implement the Real Estate Purchase Agreement, and to take such other actions as may be necessary to complete the closing.

The City Clerk is directed to return one fully executed copy of the Real Estate Purchase Agreement and Lease Agreement to Rick Peo for transmittal to the Sellers.

Adopted this _____ day of _____, 2011.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Tim Clare

_____
Chris Beutler

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this _____ day of _____, 2011, by and between the West Haymarket Joint Public Agency, a political subdivision and body corporate and politic of the state of Nebraska created under the Joint Public Agency Act ("Lessor"), and N Street Company, LLC, a Nebraska limited liability company, and Alter Trading Corporation, an Iowa corporation (collectively, "Lessee").

RECITALS

I.

Lessee is selling to Lessor the property hereinafter described as the Premises under that certain Real Estate Purchase Agreement dated _____, 2011, but finds it necessary to retain possession thereof for a period of time after the Closing, as defined in said Real Estate Purchase Agreement, in order to proceed with orderly removal of its business to its new location ("New Location").

II.

Lessor is agreeable to leasing the premises back to Lessee for the term set forth below so as to allow Lessee to make an orderly transfer of its business to its New Location, upon the terms and conditions as herein set forth.

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

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises located at 525 and 601 N Street, Lincoln, Nebraska, and legally described on Exhibit "A," which is attached hereto and made a part hereof (the "Premises").

2. Term. The term of this Lease shall commence on the date of Closing, and shall terminate upon the earlier of (i) Lessee's notification that it has vacated the Premises as required

by Paragraph 15 hereof, or (ii) June 30, 2012; provided, however, if rail service to Lessee's New Location is not operational and rail service remains available to the Premises, this Lease will be extended without additional rent and by mutual agreement after June 30, 2012, on a month-to-month basis.

3. Rent. Lessee shall pay to Lessor the sum of One Dollar ($1.00) as rent for the full term of this Lease, including any extension of the Lease term, receipt of which is hereby acknowledged.

4. Use of Premises. The Premises described herein shall be used by Lessee for the purpose of conducting the business of a scrap processing operation and for no other purpose without the written consent of the Lessor. Such use shall be in compliance with applicable law. Notwithstanding Lessee's right to use the Premises as hereinabove described, Lessee agrees that Lessor shall, with reasonable prior notice to Lessee be entitled to enter upon the Premises to conduct such tests, engage in surveys, or other inspections as may be necessary in furtherance of the West Haymarket Arena Project and/or environmental remediation efforts, provided such activities do not materially impair or interfere with Lessee's operations on the Premises.

5. Utilities. Lessee shall pay the cost and charges of all utilities and any other services which may be furnished to the Premises during the Lease term and shall indemnify and hold Lessor harmless for the same. Lessor shall not be liable for interruptions to the telephone, plumbing, heating, ventilating, air conditioning, electrical or other mechanical or utility systems or cleaning services, by reason of accident, emergency, or repairs, alterations, improvements, or shortages or lack of availability of materials or services.

6. Taxes. Lessee and Lessor prorated real estate taxes for 2011 on the Premises pursuant to a Real Estate Purchase Agreement between Lessor and Lessee. Real estate taxes for 2012 for the Premises shall be paid by Lessor.

7. Maintenance and Repairs. Lessee shall, at its sole expense, maintain and make such repairs and replacements to the improvements on the Premises as may be necessary in Lessee's judgment so that the Premises can be lawfully utilized for Lessee's business. Lessee shall also maintain the Premises in clean and safe condition consistent with its use for scrap processing.

8. Alterations or Improvements. Lessee shall not make any improvements or alterations to the Premises during the term of this Lease without the consent of Lessor, provided, however, Lessee may, without such consent, alter the Premises as needed in order to relocate, vacate and move from the Premises, including removal of any of Lessee's property therefrom. Lessee shall have no obligation to restore or repair any such alterations at the end of the Lease term.

9. Signs. Lessee shall have the right during the Lease term to maintain that signage existing on the Premises at the time of execution of this Lease and no other signage.

10. Insurance.

Lessee, at its own cost and expense, shall procure and maintain, at all times, comprehensive commercial liability insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence with respect to personal injury or death and damage to property. Said policy shall name Lessor as an additional insured, contain a waiver of subrogation in favor or Lessor, and provide that said insurance cannot be cancelled or modified unless thirty (30) days prior written notice has been given to the Lessor. Said policies or certificates thereof shall be delivered to Lessor by Lessee upon the commencement of the term of this Lease and upon each renewal of said insurance.

11. Indemnification. Each party hereby agrees to indemnify and hold harmless the other party, its agents and employees from and against any and all claims or demands for the

loss, theft, or damage to property or for injury or death to any person while in, upon, or about the Premises caused by or resulting from the negligence of the indemnifying party or its agents, contractors or employees, during the term of this Lease, except to the extent that such claim is compensated by insurance and except further that indemnification herein shall not include an indemnification for liability for the negligence or willful misconduct of indemnified party, or its agents, contractors or employees. Each party agrees to indemnify and hold the other harmless from any and all claims and demands of third parties arising from any breach or default of such indemnifying party in the performance of any obligation of such indemnifying party under this Lease or arising from or based upon any alleged act, omission, or negligence of such indemnifying party, or any of its agents, employees, licensees, servants, invitees, or employees. Notwithstanding the foregoing, Lessee shall not be required to indemnify Lessor for any loss or damage to the improvements on the Premises from any cause whatsoever, since Lessor intends to demolish such improvements at the expiration or termination of the Lease. Lessor further agrees to indemnify and hold harmless Lessee and Lessee's respective employees and agents ("Indemnified Parties") from and against any and all claims or demands arising out of and environmental remediation activities involving the Premises or any adjacent property undertaken by JPA, or anyone under contract with JPA for that purpose, during the Lease term or after termination or expiration of this Lease, including, but not limited to, the removal, transportation and disposal of any environmentally hazardous material from the Premises or from any adjacent property. This indemnity shall survive the termination or expiration of this Lease. The foregoing indemnity is intended by the parties hereto to provide for indemnification by JPA of the designated Indemnified Parties from claims and liability that may arise as a result of any remediation activities undertaken by JPA and its contractors of any environmentally hazardous materials from any portion of the Premises or any adjacent property, and is not intended to

indemnify the Indemnified Parties from any liability to third party property owners or occupants for any environmental condition originating on the Premises prior to the date that JPA acquired title to the Premises and not involving such remediation activities.

12. Mutual Waiver of Subrogation. Without limiting the obligation of Lessee to maintain insurance which permits waiver of subrogation (unless otherwise approved in writing by Lessor), and notwithstanding the indemnification provision set forth above or anything else to the contrary set forth herein, Lessor and Lessee hereby waive all causes of action and rights of recovery against each other for any loss occurring to the property of Lessor or Lessee resulting from any of the perils insured against under any and all fire or other extended casualty insurance policies in effect at the time of any such loss, regardless of cause or origin of such loss. Lessor hereby waives any claims of any nature whatsoever against Lessee, for any loss or damage to the improvements on the Premises, whether or not insured by Lessor.

13. Destruction of Premises. If the Premises are damaged by fire or other casualty or peril so as to become untenantable, Lessee may terminate the Lease by notice to Lessor. If Lessee does not so terminate, this Lease shall continue. Neither Lessee nor Lessor shall have any obligation to repair such damage, but Lessee may do so, at its election, as it deems necessary to operate its business on the Premises.

14. Release of Hazardous Substances by Lessee. Where required by applicable law, Lessee shall be obligated to respond to any detectable release or spill by Lessee involving a hazardous substance that occurs as the result of its activities during the term of this Lease.

15. Surrender. On or prior to the expiration or termination of the Lease term, Lessee shall, at its sole cost and expense, use commercially reasonable efforts to remove all ferrous and nonferrous salvage materials located on the surface of the Premises. In addition, Lessee will remove all ferrous and nonferrous salvage materials located in existing salvage materials storage

areas up to a depth of one (1) foot below the present grade of adjacent roadways and other areas of the Premises that are not used for storage of salvage materials ("One Foot Removal Areas"). Lessee shall have also removed all of its equipment, fixtures and personal property from the Premises. Any profits or losses associated with the reclamation, recovery or recycling of any such salvage material on the N Street Property before or at the time of the expiration or termination of this Lease shall be solely realized by Lessee. For purposes of this Lease, Lessee's obligation to remove ferrous and nonferrous materials shall require Lessee to remove all such materials so that only those amounts of materials remain on the surface of the Premises and in the One (1) Foot Removal Areas that cannot be removed by commercially reasonable efforts, provided, however, that nothing stated herein shall require Lessee to remove any buildings, pavement or other improvements on the Premises to accomplish such removal.

It is understood and agreed that, notwithstanding anything herein to the contrary, until the above removal activity is completed as required by this Lease, Lessee's salvage operation on the site shall be deemed to continue, notwithstanding the fact that operations at Lessee's new location shall have commenced. If Lessee finds it necessary to retain possession of the property for a period of time after expiration of the Lease in order to proceed with the orderly removal of its business to a new location, the parties may mutually agree in writing to an extension of time for proper abandonment and closure of the salvage operations. Once the removal is completed, Lessee shall notify Lessor, and Lessee and Lessor shall jointly inspect the Premises to confirm that removal operations have been completed as required by this Agreement. Once the parties have determined that the removal operations are completed as required, Lessee shall have no further obligation to remove any salvage material from the Premises. If Lessee for any reason fails to complete the cleanup in the manner as required by this Agreement, Lessor may, as Lessee's agent and after notifying Lessee and Lessee failing to initiate cleanup efforts within five

(5) days of the date of such notice, proceed to complete the cleanup and recover from Lessee the reasonable costs incurred in performing such cleanup.

Except as provided above, Lessor agrees that it will not seek to recover from Lessee and hereby waives any recovery of any costs that may be incurred by Lessor for the clean-up or remediation in any manner of any toxic or hazardous materials, substances or wastes or other pollutant or contaminant as may exist in, on, under or affecting the Premises, or which may have first originated on the Premises regardless of where now located, and specifically waives any right to recovery thereof. This waiver shall survive termination or expiration of this Lease.

16. Holding Over. Should Lessee hold possession hereunder after the expiration of the term of this Lease, Lessee shall be deemed to be a tenant at sufferance and subject to removal pursuant to the Forcible Entry and Detainer statutes of the state of Nebraska (Neb. Rev. Stat. § 25-21,219 et seq.).

17. Notices. Notices under this Lease shall be given in writing and may be served personally by facsimile transmittal or by mail if addressed as follows:

To Lessor:	West Haymarket Joint Public Agency Attention: Dan Marvin 555 S. 10th Street Lincoln, NE 68508 Fax: (402) _____
To Lessee:	N Street Company, LLC Attention: Robert Ellis, Esq. 2117 State St Ste 300 Bettendorf, IA 52722-5030 Fax: (563) 344-5317
To Lessee:	Alter Trading Corporation Attention: Jay Robinovitz 700 Office Pkwy St. Louis, MO 63141 Fax: (314) 872-2420

18. Time is of the Essence. It is hereby agreed that time is of the essence of this Lease.

19. Entire Agreement. This Lease represents all agreements between Lessor and Lessee as regards this subject and can only be amended in writing signed and agreed to by both parties.

20. Successors and Assigns. Lessee shall not assign, sublease or otherwise transfer, by operation of law or otherwise, this Lease or the Premises or any interest herein or portion thereof without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion. This Lease is for the benefit and shall be binding upon the successors and assigns of each party.

21. Security. Lessee shall be solely responsible for the security of the Premises and for the security of Lessee's employees, agents, guest, and invitees on the Premises. Lessee shall be responsible to lock and secure all doors, windows and entrances to the Premises and to take all other reasonable security measures to protect persons and properties upon the Premises.

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

N STREET COMPANY, LLC, a Nebraska limited liability company, Lessee

By: _____
_____, Managing Member

ALTER TRADING CORPORATION, an Iowa corporation, Lessee

By: _____
_____, President

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate and politic, Lessor

By: _____

_____, Chairman

EXHIBIT "A"

1) A portion of Blocks 50, 73, 81, 82 and 106, Original Lincoln Plat, Lincoln, Lancaster County, Nebraska together with a portion of vacated 6th Street, Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said Block 50, being the point of intersection of the south line of O Street with the west line of vacated 6th Street; thence East along the easterly extension of the south line of O Street, 40.00 feet; thence South parallel with the centerline of vacated 6th Street, 630.00 feet; thence Southwesterly to the southeast corner of said Block 73; thence Southwesterly to a point on the north line of said Block 82 at a point distant 50.00 feet West of the northeast corner of said Block 82; thence Southwesterly to a point on the west line of Lot 2, Block 82 distant 66.00 feet South of the northwest corner of said Lot 2, Block 82; thence Southwesterly to a point on the south line of Lot 4, Block 82 distant 20.00 feet West of the southeast corner of said Lot 4, Block 82; thence Southwesterly to a point on the west line of said Block 82 distant 42.00 feet North of the southwest corner thereof; thence Southwesterly to a point on the west line of Lot 3, said Block 106 distant 70.00 feet South of the northwest corner of said Lot 3, Block 106; thence West parallel with the north line of said Block 106 a distance of 50.00 feet; thence Northeasterly to a point on the north line of said Block 106 distant 168.00 feet West of the northeast corner of said Block 106; thence Northeasterly to a point on the south line of said Block 81 distant 110.00 feet West of the southeast corner thereof; thence Northeasterly to a point on the east line of said Block 81 distant 160.00 feet North of the southeast corner thereof; thence Northeasterly to the northwest corner of said Block 82; thence Northeasterly to a point on the south line of said Block 73 distant 220.00 feet West of the southeast corner of said Block 73; thence Northeasterly to a point on the north line of Lot 9, said Block 73 distant 18.00 feet West of the northeast corner of said Lot 9, Block 73; thence Northeasterly to a point on the north line of said Block 73 distant 135.00 feet West of the northeast corner of said Block 73; thence Northeasterly to a point on the south line of said Block 50 distant 124.00 feet West of the southeast corner of said Block 50; thence Northeasterly to a point on the north line of said Block 50 distant 60.00 feet West of the northeast corner of said Block 50; thence East along the north line of said Block 50 a distance of 60.00 feet to the Point of Beginning; EXCEPTING THEREFROM the 100.00 foot right of way for L Street, M Street, N Street and 5th Street; AND ALSO EXCEPTING THEREFROM a portion of Lots 10 thru 12, Block 81, Original Lincoln Plat, located in the Northwest Quarter of Section 26, Township 10 North, Range 6 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and is more particularly described as follows:

Commencing from the northeast corner of said Lot 12, said point being the true point of beginning; thence on an assumed bearing of South 00 degrees 15 minutes 32 seconds West, along the east line of said Lot 12, said line also being the west right-of-way line of 5th Street, a distance of 63.84 feet to a point; thence South 27 degrees 25 minutes 15 seconds West, a distance of 88.00 feet to a point on the South line of said Lot 12; thence North 89 degrees 43 minutes 34 seconds West, along the South line of said Lots 12, 11 and 10, said line also being the north right-of-way line of "L" Street, a distance of 69.83 feet to a point on the West line of the parcel of land described in Instrument No. 99-018153; thence North 34 degrees 44

minutes 50 seconds East, along the West line of said parcel of land described in Instrument No. 99-018153, a distance of 172.43 feet to a point on the North line of said Lot 12; thence South 89 degrees 43 minutes 50 seconds East, along the North line of said Lot 12, a distance of 12.37 feet to the point of beginning. Said tract contains a calculated area of 7,123.94 square feet (0.16 acres) more or less; AND ALSO EXCEPTING THEREFROM a portion of Lots 2 thru 4, Block 106, Original Lincoln Plat, located in the Northwest Quarter of Section 26, Township 10 North, Range 6 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and is more particularly described as follows:

Commencing from the Northwest Corner of Block 106, Original Lincoln Plat, thence on an assumed bearing of South 89 degrees 43 minutes 34 seconds East, along the North line of said Block 106, said line also being the South right-of-way line of "L" Street, a distance of 132.01 feet to a point on the West line of the parcel of land described in Instrument No. 99-018153, said point also being the true point of beginning; thence continuing South 89 degrees 43 minutes 34 seconds East, along the North line of said Block 106, said line also being the South right-of-way line of "L" Street, a distance of 76.54 feet to a point; thence South 27 degrees 25 minutes 15 seconds West, a distance of 40.49 feet to a point on the Southeasterly line of the parcel of land described in Instrument No. 99-018153; thence South 49 degrees 58 minutes 21 seconds West, along the Southeasterly line of said parcel of land described in Instrument No. 99-018153, a distance of 52.53 feet to the Southeast corner of said parcel of land described in Instrument No. 99-018153; thence North 89 degrees 43 minutes 34 seconds West, along the South line of said parcel of land described in Instrument No. 99-018153, a distance of 50.02 feet to the Southwest Corner of said parcel of land described in Instrument No. 99-018153; thence North 24 degrees 50 minutes 45 seconds East, along the Westerly line of said parcel of land described in Instrument No. 99-018153, a distance of 76.97 feet to the point of beginning. Said tract contains a calculated area of 4,837.49 square feet (0.11 acres) more or less.

And, also:

2) All of Lots 5 and 6, Block 72, Original Lincoln Plat, and those portions of Lots 3 and 4, Block 72, lying 8.5 feet radially with a distance westerly of, parallel and concentric with the existing C.B.&Q. RR Co. Sidetrack ICC No. 136; and those portions of Lots 7, 8 and 9, Block 72, lying 10 feet radially with a distance westerly of, parallel and concentric with the existing C.B.&Q. RR Co. Sidetrack No. 153; and all that portion of 6th Street lying between the south boundary line of "N" Street and the north boundary line of "M" Street, said street having been vacated by Ordinance No. 10745, passed by the Lincoln City Council on April 9, 1973; and the West 120 feet of the east-west alley bounded by 6th, 7th, "M", and "N" Streets, where said alley lies immediately adjacent to Lots 6, 5, and the West 20 feet of 4 on the north, and immediately adjacent to Lots 7, 8, and the West 20 feet of 9 on the south, all within Block 72, Original Plat, having been vacated by Ordinance No. 10871, passed by the Lincoln City Council on July 30, 1973, all within Lincoln, Lancaster County, Nebraska.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into as of the date of the execution hereof by the last signatory hereto as indicated below (the "Effective Date") by and between N Street Company, LLC, a Nebraska limited liability company ("N Street"), Alter Trading Corporation, an Iowa corporation ("Alter"), and West Haymarket Joint Public Agency, a political subdivision and body corporate and politic of the State of Nebraska created under the Joint Public Agency Act (Neb. Rev. Stat. §§ 13-2501 to 13-2550), ("JPA").

RECITALS

I.

N Street owns certain real property and improvements thereon located at 525 and 601 N Street, Lincoln, Nebraska, which is legally described on the attached Exhibit "A" ("N Street Property") upon which N Street and Alter operate a scrap yard.

II.

JPA is constructing a new arena project (the "Project") on property adjacent to the N Street Property, and intends to acquire the N Street Property for such Project by the exercise of eminent domain and has passed a resolution of necessity for that purpose.

III.

Subject to the terms and conditions hereof, N Street, Alter and JPA have reached a settlement for the acquisition of the N Street Property (other than certain improvements and fixtures thereon to be retained by Alter as hereinafter described), in lieu of acquiring title by condemnation.

IV.

The parties hereto wish to enter into this Agreement to provide for these transactions.

V.

The parties have designated Nebraska Title Company as Escrow Agent for this transaction ("Escrow Agent").

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Conveyance of Property.

a. Subject to the terms and conditions hereof, N Street agrees to transfer and convey to JPA at Closing the N Street Property, together with all improvements and fixtures thereon (other than those improvements and fixtures listed on the attached Exhibit "B" owned by Alter which are not included in the conveyance and which will be removed from the N Street Property by N Street and Alter ("Alter Retained Property")), all privileges, easements and appurtenances pertaining thereto (as used herein, the term "N Street Property" shall not be deemed to include the Alter Retained Property). There is no personal property included in this sale. N Street may indicate in any conveyancing document that the N Street Property has been operated as a scrap yard.

b. Subject to the terms and conditions hereof, Alter agrees to relinquish and transfer to the JPA at closing, any rights of ownership or possession that it may have in the N Street Property as the result of any lease, license or other arrangement between Alter and N Street, or arising under or out of any other lease, license, or other arrangement giving to it any rights of occupancy or possession to the N Street Property, other than the rights that it and N Street will have to continue to occupy the N Street Property after Closing pursuant to the Lease referred to in Section 8 hereof.

2. Sales Price. Subject to the terms and conditions hereof, JPA shall pay to N Street, as consideration for the conveyance to the JPA of the N Street Property, the sum of One Million Six Hundred Thousand Dollars ($1,600,000.00) as full and complete consideration for such conveyance, which shall be paid to N Street by wire transfer at Closing.

3. Closing. The closing of the sale of the Property (the "Closing") shall take place at the office of the Escrow Agent on a date agreed to by the parties hereto, which date shall not be later than October 15, 2011.

In the event Closing does not occur by October 15, 2011 (the "Termination Date"), through no fault of N Street or Alter, and provided that this Agreement has not been earlier terminated as allowed herein, N Street may terminate this Agreement by written notice to the other parties hereto and, upon such notification, all parties shall be relieved of further obligation hereunder.

a. At the Closing, N Street shall:

i. Deliver to JPA a duly executed and acknowledged Special Warranty Deed conveying marketable title in fee simple to JPA in the N Street Property, free and clear of all liens and encumbrances,

but subject to exceptions to title accepted by JPA pursuant to Sections 9.a. and 9.b. hereof ("Permitted Exceptions").

ii. Execute and deliver the Lease referred to in Section 8 hereof.

iii. Deliver to JPA evidence of the capacity and authority of N Street for the Closing of this transaction.

iv. Deliver to JPA all other N Street documents necessary to close this transaction in accordance with the terms of this Agreement and such other documents as are required by the Commitment to be furnished by N Street in order for the Title Insurance Policy to be issued pursuant to the marked-up Commitment to be provided at Closing as required by Section 9.c. hereof.

v. Deliver to JPA a non-foreign person affidavit reasonably acceptable to it.

b. At the Closing, Alter shall:

i. Deliver to JPA a duly executed and acknowledged quitclaim deed conveying title in fee simple to JPA in the N Street Property free and clear of all liens and encumbrances, but subject to exceptions to title accepted by JPA pursuant to Sections 9.a. and 9.b. hereof ("Permitted Exceptions").

ii. Execute and deliver the Lease referred to in Section 8 hereof.

iii. Deliver to JPA evidence of the capacity and authority of Alter for the closing of this transaction.

iv. Deliver to JPA a non-foreign person affidavit reasonably acceptable to it.

c. At the Closing, JPA shall:

i. Deliver to N Street evidence of JPA's capacity and authority for the Closing of this transaction.

ii. Execute and deliver the Lease referred to in Section 8 hereof

iii. Deliver to N Street all other JPA documents necessary to close this transaction in accordance with the terms of this Agreement.

4. Brokers' Fees. Each party hereto represents to the other party hereto that it has not engaged the services of a real estate broker in connection with this transaction. Each party hereto shall indemnify and hold the other party harmless (which indemnification shall survive Closing or any termination of this Agreement) from any and all claims and/or expense resulting to the indemnified party by reason of such representation being incorrect.

5. Possession. N Street and Alter shall remain in possession of the N Street Property after Closing pursuant to the Lease referred to in Section 8 hereof. Possession will be delivered to JPA at the termination or expiration of the Lease in the manner required by the Lease.

6. Sales Expenses to be Paid in Cash at or Prior to Closing.

a. JPA's Expenses: JPA shall pay in cash on or before Closing: all costs of the Title Insurance Policy for the N Street Property; all surveying costs, if any, for the N Street Property; all escrow and closing fees related to this Agreement; all applicable real estate transfer taxes relating to the N Street Property; all of JPA's attorney's fees; the cost of preparation and recording of the Special Warranty Deed to the N Street Property; and all other expenses stipulated to be paid by JPA under other provisions of this Agreement.

b. N Street's Expenses: N Street shall pay in cash on or before Closing all costs to cure defects in the title to the N Street Property; all of N Street's attorney's fees; and all other expenses stipulated to be paid by N Street under other provisions of this Agreement.

7. Prorations. N Street shall pay all real estate taxes levied upon the N Street Property for 2010 and all prior years. Real estate taxes for the N Street Property for 2011 shall be prorated to the date of Closing between N Street and JPA. In the event that the amount of real estate taxes for 2011 are unknown at the time of Closing, proration of such taxes will be based on the current assessed value of the properties involved and the most recent levy amount. In determining the amount of real estate taxes to be prorated, the parties shall not include the real estate taxes attributable to the portion of the N Street property previously conveyed to JPA, and the real estate taxes attributable to such portion of the N Street property shall be the responsibility of JPA. N Street shall pay in full, on or before the date of Closing, any unpaid special assessments for public improvements completed or under construction at the date of Closing as to the N Street Property, excluding, however, any public improvements constructed by JPA or any public improvements constructed by the City of Lincoln related to the Project. Utility charges for the N Street Property for periods prior to the date of Closing will be paid by N Street, and utility charges for periods after Closing will be paid as provided in the Lease.

8. Conditions to N Street's Obligation to Close. N Street's obligations under this Agreement to Close the transactions contemplated hereby are specifically conditioned upon the satisfaction of the following conditions:

a. Lease. N Street, Alter and JPA shall have negotiated in good faith and agreed to the terms and conditions for the Lease by N Street and Alter of the N Street

Property from the date of Closing until the earlier to occur of the removal by Alter of all of its property from the N Street Property or June 30, 2012, with the possible month-to-month extension therefrom if rail service has not been provided to N Street's new site as provided in the Lease. Rental for the N Street Property shall be $1.00 per annum, and N Street and Alter shall be responsible for payment of all utility services used and consumed by it on the N Street Property during the Lease term. Rail access to the N Street Property shall be maintained subject to, and only to the extent available under, the provisions of the "Declaration of Restrictive Covenant" by and between N Street Company, LLC, and the BNSF Railway Company dated May 10, 2011, and filed in the office of the Register of Deeds for Lancaster County, Nebraska, as Instrument No. 2011-021267. Notwithstanding the above, it is understood and agreed that the JPA has no control over the provision of rail access to the N Street Property and shall in no event be liable for any termination or failure thereof.

b. Relocation Assistance. N Street, Alter and JPA understand and agree that N Street and Alter are entitled, under the Relocation Assistance Act (Neb. Rev. Stat. § 76-1214, et seq.) and regulations promulgated thereunder, to relocation assistance as the result of the acquisition of the N Street Property by the JPA. The parties agree that the amount of Relocation Assistance to be provided to N Street and Alter is Two Million Nine Hundred Thousand Dollars ($2,900,000.00) as determined by and to be paid in accordance with the attached Relocation Assistance Memorandum (Exhibit "C"). JPA agrees that it will pay to N Street and Alter one-half of the amount of such benefits at Closing with the balance paid in periodic payments therefrom as set forth in Exhibit C.

c. Performance. JPA shall have duly performed all of the covenants and obligations to be performed by it under this Agreement and shall have delivered the documents, instruments and other items reasonably requested by N Street under this Agreement.

If the above conditions are not fulfilled, N Street shall be entitled to terminate this Agreement. In the event N Street terminates this Agreement as allowed in this Section, the parties hereto shall have no further duties, obligations or rights hereunder, other than those indemnity and other obligations that are to survive termination in accordance with the terms of this Agreement.

9. Conditions to JPA's Obligation to Close. JPA's obligations under this Agreement to Close the transactions contemplated hereby are specifically conditioned upon the satisfaction of all of the following conditions:

a. Title Approval. N Street shall deliver or cause to be delivered to JPA a Commitment for Title Insurance Policy (ALTA form B), including a commitment to delete standard exceptions 1 through 5 from the final title policy (the "N Street Commitment") in the amount of the Purchase Price issued through Nebraska Title Company (the "Title Company") covering the N Street Property and showing fee simple title in N Street. The Commitment shall include copies of underlying title documents affecting the N Street

Property. If JPA has any objections to matters disclosed in the N Street Commitment, JPA shall have five (5) days after the receipt of the N Street Commitment to make written objections to N Street. If notice of such objections is not given to N Street in said time period, the N Street Commitment shall be deemed approved by JPA. If notice of such objections to the N Street Commitment is timely given to N Street, then N Street shall use reasonable efforts to cure or remove such objections at N Street's cost, provided, however, that N Street shall be required to cause to be released at or prior to Closing any mortgages, or deeds of trust on the Property. If N Street cannot cure any such objections within ten (10) days of receipt of such notice, JPA shall, within five (5) days after expiration of such 10 day period, either (a) terminate this Agreement by notice to N Street or (b) waive such objections and close the transaction. Any matters disclosed in the N Street Commitment and not objected to by JPA or that are accepted by JPA shall be deemed "Permitted Exceptions" for purposes of this Agreement.

b. Title Insurance Policy. JPA shall have received from Title Company at the Closing the "marked up" N Street Commitment showing all requirements for the issuance of the title insurance policy, including all endorsements required by JPA (the "Title Policy"), have been satisfied. If the Title Company fails or refuses to furnish the "marked up" N Street Commitment as provided herein, JPA may terminate this Agreement by notice to N Street.

c. Performance. N Street shall have duly performed all of the covenants and obligations to be performed by it under this Agreement and shall have delivered the documents, instruments and other items reasonably requested by JPA under this Agreement.

d. Title. The Property shall be conveyed at Closing free and clear of any and all liens and encumbrance, subject to the Permitted Exceptions.

e. Satisfaction of Conditions. All conditions for Closing for N Street have been satisfied in full.

In the event JPA terminates this Agreement as allowed in this Section, the parties hereto shall have no further duties, obligations or rights hereunder, other than those indemnity and other obligations that are to survive termination in accordance with the terms of this Agreement.

10. Default. Unless otherwise provided for herein, if any party hereto fails or refuses, in violation of this Agreement, to comply with any obligation or duty set forth herein, the remedies of the other parties hereto shall be to either (a) terminate this Agreement, in which event the non-defaulting parties shall have no further obligations hereunder; or (b) bring an action to specifically enforce this Agreement; provided, any such action must be brought within ninety (90) days after the last date for Closing or such remedy shall be deemed waived by the non-defaulting parties.

11. Representations of N Street. N Street hereby represents to JPA as of the current date, and, unless otherwise specified, as of Closing, as follows:

a. There are no parties in possession of any portion of the N Street Property, as lessees or otherwise, other than N Street, Alter, JPA and the City of Lincoln and their respective agents and contractors.

b. There are and will be no unrecorded liens or Uniform Commercial Code liens created by N Street against any portion of the N Street Property which will not be satisfied out of the Purchase Price or from other funds of N Street.

c. There are no service, maintenance or similar contracts that will affect the N Street Property, or result in any charge or expense to JPA, after Closing.

d. N Street is not prohibited from consummating the transactions contemplated hereby and is not a "foreign person" as defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended.

e. N Street now has and will have as of Closing good and indefeasible title, right and interest in fee simple in and to all the N Street Property and will, as of Closing, have such interests free and clear of all liens, mortgages, easements, leases, tenancies, encumbrances and defects arising by or through N Street or Alter, other than the Permitted Exceptions.

f. As of the Closing, N Street shall have duly performed all of the covenants and obligations to be performed by N Street under this Agreement and delivered all documents, instruments and other items required hereunder.

g. N Street's representations and warranties contained in this Agreement shall be true and accurate as of the Closing with the same force and effect as if made on and of this date.

If any representation above is found by JPA, prior to the Closing, to become untrue and is not remedied by N Street prior to the Closing despite N Street's commercially reasonable good faith efforts to do so, JPA may (i) terminate this Agreement, in which event JPA shall not have any further rights or obligations pursuant to this Agreement (unless otherwise provided herein to survive such termination), or (ii) JPA may waive its objections and close this transaction, provided, however, that such termination rights shall not apply to any condemnation action commenced against the N Street Property for the Project or uses related thereto. The representations in this Section 11 shall survive Closing.

12. Representations of JPA. JPA hereby represents to N Street as of the current date, and, unless otherwise specified, as of Closing, as follows:

a. JPA is duly authorized and empowered to acquire the N Street Property and to lease the N Street Property to N Street as contemplated herein and is duly authorized and empowered to pay the relocation assistance payments referred to in Section 8b hereof.

b. JPA has the legal authority and authorization to acquire the N Street Property by the exercise of eminent domain as provided by Nebraska law should N Street not convey the N Street Property as provided herein.

c. As of the Closing, JPA shall have duly performed all of the covenants and obligations to be performed by JPA under this Agreement and delivered all documents, instruments and other items required hereunder.

d. JPA's representations and warranties contained in this Agreement shall be true and accurate as of the Closing with the same force and effect as if made on and of this date.

If any representation above is found by N Street, prior to the Closing, to become untrue and is not remedied by JPA prior to the Closing despite JPA's commercially reasonable good faith efforts to do so, N Street may (i) terminate this Agreement, in which event N Street shall not have any further rights or obligations pursuant to this Agreement (unless otherwise provided herein to survive such termination), or (ii) N Street may waive its objections and close this transaction, provided, however, that such termination rights shall not apply to any condemnation action commenced against the N Street Property for the Project or uses related thereto. The representations in this Section 12 shall survive Closing.

13. "AS IS" Conveyance and of N Street Property. Except as may be otherwise specifically set forth in this Agreement and the Lease and except for N Street's warranties of title contained in the special warranty deed, the property shall be conveyed to buyer on an "AS-IS, WHERE-IS" basis without any representations or warranties of any kind, express or implied, either oral or written, made by N Street or by Alter or any agent or representative of N Street or Alter with respect to the physical or structural condition of the property, the property's compliance with the Americans with Disabilities Act, or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the N Street Property. Except as otherwise expressly set forth in this Agreement, N Street has not made and hereby makes no warranty or representation whatsoever and hereby disclaims any implied warranty regarding the fitness for any particular purpose, quality or merchantability of the N Street Property or any portion thereof. JPA agrees that it will not seek to recover from N Street or Alter any costs that may be incurred by JPA for the clean-up or remediation in any manner of any toxic or hazardous materials, substances or wastes as may exist in, on, under or affecting the N Street Property, or which may have first originated on the N Street Property regardless of where now located, and specifically waives any right to recovery thereof.

14. Agreements of N Street. From the Effective Date until the Closing or earlier termination of this Agreement, N Street agrees as follows:

a. Not encumber or lease the N Street Property nor any portion thereof, nor grant any right of occupancy for the N Street Property, to any person or entity.

b. Not take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of N Street contained in this Agreement.

c. Execute such documents as are necessary to effectuate any of the agreements or obligations of N Street hereunder.

15. Agreements of JPA. From the Effective Date until the Closing or earlier termination of this Agreement, JPA agrees as follows:

a. Not take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of JPA contained in this Agreement.

b. Execute such documents as are necessary to effectuate any of the agreements or obligations of JPA hereunder.

16. Casualty Loss. Risk of loss by damage or destruction prior to Closing of the N Street Property shall be borne by N Street. If any damage occurs to the N Street Property prior to Closing, N Street will have no obligation to repair any such damage and this Agreement may not be terminated as a result thereof and the Purchase Price shall not be reduced. In such event, the insurance proceeds attributable to the damage to the N Street Property being acquired by JPA shall be paid or assigned to JPA at Closing.

17. Tax Free Conveyance. The parties hereto acknowledge and agree that the N Street Property is being acquired under the threat of acquisition by eminent domain by JPA and as such, N Street intends to rely on Section 1033 of the Internal Revenue Code of 1986, as amended, for non-recognition of gain on the sale. If N Street so elects, each party agrees to cooperate with the other party so that such party can effectuate a tax free "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended and the applicable Treasury Regulations thereto. The parties agree that either party may assign this Agreement to a nominee or qualified intermediary ("Nominee") to act in place of assigning party in order to effectuate a deferred like-kind exchange or a reverse like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. Such an assignment shall be made in writing. Upon assignment of this Agreement to Nominee and Nominee's written assumption of the assigning party's obligations hereunder, Nominee shall be substituted for the assigning party under this Agreement. Each party agrees to accept the consideration and all other required performance under this Agreement from Nominee and to render its performance of all of its obligations hereunder to Nominee. Each party agrees that performance by Nominee will be treated as performance by the assigning party and the assigning party agrees that the other party's performance to Nominee will be treated as performance to it. Each party further agrees that any undertaking that it makes to the assigning party or Nominee in connection with this transaction shall be treated as made directly to the assigning party and shall be fully enforceable by the assigning party, notwithstanding assignment of this Agreement to Nominee. Nothing

stated herein shall be deemed to amend, change or modify either party's rights or obligations under this Agreement other than to accept performance by such Nominee that complies with the requirements hereof. The parties agree that the enforceability of this Agreement by either party is not contingent upon qualification for tax free exchange, and each party unconditionally guarantees to the other the full and timely performance by such party's Nominee of each and every obligation under this Agreement to be performed by such Nominee. Neither party shall be obligated to incur any additional costs, expense liability or obligation with respect to such a 1031 exchange.

18. Miscellaneous.

a. This Agreement shall not, by itself, be construed as a conveyance of title to the N Street Property.

b. Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered (including, without limitation, facsimile delivery) or three (3) days after being sent by United States mail, postage prepaid, or certified mail, return receipt requested, or by overnight courier providing proof of delivery, addressed to the party to receive the notice at the address as set forth below the signature of such party hereto.

c. This Agreement shall be construed under and in accordance with the laws of the State of Nebraska and any action hereunder shall be brought only in the state or federal court having jurisdiction in Lancaster County, Nebraska.

d. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement shall survive Closing and shall not be deemed to be merged into any deed or other document delivered at Closing.

e. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

f. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.

g. Time is of the essence regarding the payment and performance of this Agreement.

h. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise. The headings in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

i. N Street shall be entitled to assign this Agreement without the consent of JPA. Any assignment of this Agreement by N Street, or by any subsequent assignee of N Street, in order to be effective, shall include an assumption and agreement to perform by such assignee of the assignor's obligations under the Agreement. Any assignment shall not relieve N Street, or any subsequent assignee of any liability for the performance of this Agreement.

j. This Agreement may be executed by one or more of the parties prior to the time it is executed by all parties. In the event all parties have not signed and acknowledged an original copy of this Agreement on or before October 15, 2011, at 5:00 p.m., CDT, then the signatures on this Agreement shall be of no further force and effect, and this Agreement shall be deemed terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

N STREET COMPANY, LLC,
a Nebraska limited liability company

Address: _____ By: _____
_____ Title: _____
_____ Date: _____

ALTER TRADING CORPORATION,
an Iowa Corporation

Address: _____ By: _____
_____ Title: _____
_____ Date: _____

WEST HAYMARKET JOINT PUBLIC
AGENCY, a Nebraska political subdivision

Address: _____ By: _____
_____ Title: _____
_____ Date: _____

ACKNOWLEDGEMENTS

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____ day of _____, 2011, by _____, the _____ of N STREET COMPANY, LLC, a Nebraska limited liability company, on behalf of the Company.

_____
Notary Public

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of ALTER TRADING CORPORATION, an Iowa corporation, on behalf of the Corporation.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, the _____ of WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate and politic of the State of Nebraska created under the Joint Public Agency Act on behalf of the Agency.

_____
Notary Public

EXHIBIT A

N STREET PROPERTY

1) A portion of Blocks 50, 73, 81, 82 and 106, Original Lincoln Plat, Lincoln, Lancaster County, Nebraska together with a portion of vacated 6th Street, Lincoln, Lancaster County, Nebraska, more particularly described as follows:

   Beginning at the northeast corner of said Block 50, being the point of intersection of the south line of O Street with the west line of vacated 6th Street; thence East along the easterly extension of the south line of O Street, 40.00 feet; thence South parallel with the centerline of vacated 6th Street, 630.00 feet; thence Southwesterly to the southeast corner of said Block 73; thence Southwesterly to a point on the north line of said Block 82 at a point distant 50.00 feet West of the northeast corner of said Block 82; thence Southwesterly to a point on the west line of Lot 2, Block 82 distant 66.00 feet South of the northwest corner of said Lot 2, Block 82; thence Southwesterly to a point on the south line of Lot 4, Block 82 distant 20.00 feet West of the southeast corner of said Lot 4, Block 82; thence Southwesterly to a point on the west line of said Block 82 distant 42.00 feet North of the southwest corner thereof; thence Southwesterly to a point on the west line of Lot 3, said Block 106 distant 70.00 feet South of the northwest corner of said Lot 3, Block 106; thence West parallel with the north line of said Block 106 a distance of 50.00 feet; thence Northeasterly to a point on the north line of said Block 106 distant 168.00 feet West of the northeast corner of said Block 106; thence Northeasterly to a point on the south line of said Block 81 distant 110.00 feet West of the southeast corner thereof; thence Northeasterly to a point on the east line of said Block 81 distant 160.00 feet North of the southeast corner thereof; thence Northeasterly to the northwest corner of said Block 82; thence Northeasterly to a point on the south line of said Block 73 distant 220.00 feet West of the southeast corner of said Block 73; thence Northeasterly to a point on the north line of Lot 9, said Block 73 distant 18.00 feet West of the northeast corner of said Lot 9, Block 73; thence Northeasterly to a point on the north line of said Block 73 distant 135.00 feet West of the northeast corner of said Block 73; thence Northeasterly to a point on the south line of said Block 50 distant 124.00 feet West of the southeast corner of said Block 50; thence Northeasterly to a point on the north line of said Block 50 distant 60.00 feet West of the northeast corner of said Block 50; thence East along the north line of said Block 50 a distance of 60.00 feet to the Point of Beginning; EXCEPTING THEREFROM the 100.00 foot right of way for L Street, M Street, N Street and 5th Street; AND ALSO EXCEPTING THEREFROM a portion of Lots 10 thru 12, Block 81, Original Lincoln Plat, located in the Northwest Quarter of Section 26, Township 10 North, Range 6 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and is more particularly described as follows:

   Commencing from the northeast corner of said Lot 12, said point being the true point of beginning; thence on an assumed bearing of South 00 degrees 15 minutes 32 seconds West, along the east line of said Lot 12, said line also being the west right-of-way line of 5th Street, a distance of 63.84 feet to a point; thence South 27 degrees 25 minutes 15 seconds West, a distance of 88.00 feet to a point on the South line of said Lot 12; thence North 89 degrees 43 minutes 34 seconds West, along the South line of said Lots 12, 11 and 10, said line also being the north right-of-way line of "L" Street, a distance of 69.83 feet to a point on the West line of the parcel of land described in Instrument No. 99-018153; thence North 34 degrees 44

minutes 50 seconds East, along the West line of said parcel of land described in Instrument No. 99-018153, a distance of 172.43 feet to a point on the North line of said Lot 12; thence South 89 degrees 43 minutes 50 seconds East, along the North line of said Lot 12, a distance of 12.37 feet to the point of beginning. Said tract contains a calculated area of 7,123.94 square feet (0.16 acres) more or less; AND ALSO EXCEPTING THEREFROM a portion of Lots 2 thru 4, Block 106, Original Lincoln Plat, located in the Northwest Quarter of Section 26, Township 10 North, Range 6 East of the 6th P.M., City of Lincoln, Lancaster County, Nebraska, and is more particularly described as follows:

Commencing from the Northwest Corner of Block 106, Original Lincoln Plat, thence on an assumed bearing of South 89 degrees 43 minutes 34 seconds East, along the North line of said Block 106, said line also being the South right-of-way line of "L" Street, a distance of 132.01 feet to a point on the West line of the parcel of land described in Instrument No. 99-018153, said point also being the true point of beginning; thence continuing South 89 degrees 43 minutes 34 seconds East, along the North line of said Block 106, said line also being the South right-of-way line of "L" Street, a distance of 76.54 feet to a point; thence South 27 degrees 25 minutes 15 seconds West, a distance of 40.49 feet to a point on the Southeasterly line of the parcel of land described in Instrument No. 99-018153; thence South 49 degrees 58 minutes 21 seconds West, along the Southeasterly line of said parcel of land described in Instrument No. 99-018153, a distance of 52.53 feet to the Southeast corner of said parcel of land described in Instrument No. 99-018153; thence North 89 degrees 43 minutes 34 seconds West, along the South line of said parcel of land described in Instrument No. 99-018153, a distance of 50.02 feet to the Southwest Corner of said parcel of land described in Instrument No. 99-018153; thence North 24 degrees 50 minutes 45 seconds East, along the Westerly line of said parcel of land described in Instrument No. 99-018153, a distance of 76.97 feet to the point of beginning. Said tract contains a calculated area of 4,837.49 square feet (0.11 acres) more or less.

<u>And, also</u>:

2) All of Lots 5 and 6, Block 72, Original Lincoln Plat, and those portions of Lots 3 and 4, Block 72, lying 8.5 feet radially with a distance westerly of, parallel and concentric with the existing C.B.&Q. RR Co. Sidetrack ICC No. 136; and those portions of Lots 7, 8 and 9, Block 72, lying 10 feet radially with a distance westerly of, parallel and concentric with the existing C.B.&Q. RR Co. Sidetrack No. 153; and all that portion of 6th Street lying between the south boundary line of "N" Street and the north boundary line of "M" Street, said street having been vacated by Ordinance No. 10745, passed by the Lincoln City Council on April 9, 1973; and the West 120 feet of the east-west alley bounded by 6th, 7th, "M", and "N" Streets, where said alley lies immediately adjacent to Lots 6, 5, and the West 20 feet of 4 on the north, and immediately adjacent to Lots 7, 8, and the West 20 feet of 9 on the south, all within Block 72, Original Plat, having been vacated by Ordinance No. 10871, passed by the Lincoln City Council on July 30, 1973, all within Lincoln, Lancaster County, Nebraska.

EXHIBIT B

ALTER RETAINED PROPERTY

All Salvage Material located in, on or above the N Street Property as a result of Salvage Operations, as that term is defined by Lincoln Municipal Code, Chapter 5.41. Salvage Material shall include, but not be limited to: (1) Dismantled, non-operating or wrecked automobiles, trucks, trailers, equipment, machinery, mobile homes, tractors, or farm machinery, appliances, other vehicles or parts thereof; or (2) Scrap metals including iron, steel or other metallic materials.

EXHIBIT "C"

RELOCATION ASSISTANCE MEMORANDUM

THIS MEMORANDUM is made and entered into on this _____ day of _____, 2011, by and between N Street Company, LLC, a Nebraska limited liability company, ("N Street"), Alter Trading Corporation, an Iowa corporation, ("Alter"), and West Haymarket Joint Public Agency, a political subdivision, a body corporate and politic of the state of Nebraska created under the Joint Public Agency Act (Neb. Rev. Stat. §§ 13-2501 to 13-2505), ("JPA").

The parties agree as follows:

1. That, in accordance with and as permitted by Title 410 Nebraska Administrative Code Chapter 5, Section 003.03C, N Street and Alter have elected to take full responsibility for the move of their business from 525 and 601 N Street, Lincoln, Nebraska. JPA, as full and complete payment to N Street and Alter for such moving expenses and in full satisfaction of its obligations under the Relocation Assistance Act (Neb. Rev. Stat. § 76-1214, et seq.) and regulations promulgated thereunder shall pay Alter/N Street the amount of Two Million Eight Hundred Ninety Thousand One Hundred Seventy-Five Dollars ($2,890,175.00) in accordance with the estimate by Midwest Right of Way Services dated June 2, 2010, together with the amount set forth in paragraph 3 hereof. The above figure recognizes and includes Eight Hundred Nineteen Thousand Six Hundred Thirty Dollars ($819,630.00) for spur track replacement. A summary of categories of relocation assistance and amounts assigned thereto is attached to this Memorandum. It is further understood and agreed that Alter and N Street constitute a single business, which is entitled to only one fixed payment in accordance with Title 410 N.A.C. Chapter 5, Section 003.06B.

2. Alter and N Street shall be further entitled to additional moving expenses in the amount of Nine Thousand Eight Hundred Twenty-Five Dollars ($9,825.00).

3. A claim for the total relocation assistance payments of Two Million Nine Hundred Thousand Dollars ($2,900,000.00) shall be made through the submittal of the attached claim form at time of closing. One Million Four Hundred Fifty Thousand Dollars ($1,450,000.00), representing one-half (1/2) of the claim amount shall be paid at the time of closing. Thereafter, payment shall be made of the remaining amounts as follows:

December 30, 2011	$483,333.34
March 30, 2012	$483,333.33
June 29, 2012	$483,333.33

The parties agree that the JPA and/or its relocation assistance agent presently has sufficient supporting documentation for all but Twelve Thousand Five Hundred Dollars ($12,500.00) of the full relocation assistance amount. Alter and N Street shall provide receipts or other sufficient documentation to support the remaining Twelve Thousand Five Hundred Dollars ($12,500.00) of relocation assistance. Prior to the payment of each installment, N Street and Alter will certify to JPA that they have spent, or are obligated to spend amounts equal to the relocation payments made on qualified relocation expenses.

4. Alter and N Street shall provide to the JPA a signed Brochure and Legal Residency Form and a signed Pre-Move Inventory. JPA shall be responsible for completion of a Post-Move Inventory.

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

N STREET COMPANY, LLC, a Nebraska limited liability company, Lessee

By: _____
_____, Managing Member

ALTER TRADING CORPORATION, an Iowa corporation, Lessee

By: _____
_____, President

WEST HAYMARKET JOINT PUBLIC AGENCY, a political subdivision and body corporate and politic, Lessor

By: _____
_____, Chairman

RELOCATION ASSISTANCE PAYMENT CLAIM

PROJECT NUMBER:	CONTROL NUMBER:
PROJECT LOCATION: Haymarket Arena	TRACT:
NAME: Alter Metal Recycling	
OLD ADDRESS: 601 N Street, Lincoln, Nebraska	DATE MOVED: In Process
NEW ADDRESS:	NEW PHONE NUMBER:

PAYMENTS BEING CLAIMED

☐ REPLACEMENT HOUSING	☐ TAX DIFFERENTIAL	☐ SEARCHING EXPENSE
☐ INTEREST DIFFERENTIAL	☒ MOVING EXPENSE	☐ REESTABLISHMENT
☐ INCIDENTAL EXPENSE	☐ DIRECT LOSS	☐ IN LIEU

TYPE OF DISPLACEMENT	STATUS	OCCUPANCY
☐ RESIDENTIAL	☐ OWNER	☐ 180 DAYS
☒ BUSINESS	☐ TENANT	☐ 90 - 180
☐ FARM	☐ MOBILE HOME	☐ LESS 90
☐ NON-PROFIT	☐ SLEEPING ROOM	☐

REPLACEMENT HOUSING PAYMENT
(A Supplemental Payment for)

1	An Owner Occupant purchasing a replacement dwelling	$
2	An Owner Occupant renting a replacement dwelling	$
3	A Tenant Occupant renting a replacement dwelling	$
4	A Tenant Occupant purchasing a replacement dwelling	$

INTEREST DIFFERENTIAL
(A Supplemental Payment for)

1	Increased interest costs	$
2	Loan fee and/or points	$
	TOTAL →	$

INCIDENTAL EXPENSE

1	Title Search	$
2	Closing Fees	$
3	Notary Fees	$
4	Surveys or Plats	$
5	Recording Fees	$
6	Lenders, FHA, or VA Appraisal Fee	$
7	FHA or VA Application Fee	$
8	Certificate of Structural Soundness	$
9	Credit Report	$
10	Title Insurance or Abstract ½ of $	$
11	State Revenue Stamps	$
12	Sales Tax on Mobile Home	$
13	Points for Tenant Down payment	$
14	Mortgage Default Insurance	$
15	Whole Home Inspection	$
16	Pest Inspection	$
	TOTAL →	$

MOVING EXPENSE

RESIDENTIAL

1	Actual reasonable moving expense, supported by receipted bills or other acceptable evidence of expense *(Please attach)* - OR -	$
2	Scheduled moving expense	$

BUSINESSES, FARMS, NONPROFIT ORGANIZATIONS

1	Actual reasonable moving expenses, supported by receipted bills or other acceptable evidence of expense *(Please attach)* - *OR* - An amount not to exceed the lower of two firm bids from qualified bidders, obtained by the State	$ 2,900,000.00
2	Actual reasonable reestablishment expenses supported by receipted bills or other evidence of expenses *(Please attach)*	$
3	Actual direct losses of tangible personal property *(Consult with the Relocation Representative before making this selection)*	$
4	Actual reasonable searching expenses supported by receipted bills and a certified statement of time spent in search *(Please attach)*	$
5	Payment "In Lieu" of moving expenses stated above. A payment determined by the average annual net income for the past two years. The maximum payment is $20,000. *(Excluding the year of relocation)* *(Attach proper documentation)*	

YEAR		NET INCOME	$	
YEAR		NET INCOME	$	
		TOTAL	$	÷ 2 = $
			TOTAL →	$

TAX DIFFERENTIAL

1	A supplemental payment for the increase in real property taxes for a three (3) year period:	$
2	A supplemental payment for the increase in real property taxes for a three (3) year period paid annually: ☐ 1st Year ☐ 2nd Year ☐ 3rd Year	$

CLAIMANT CERTIFICATION

I (We) certify under the penalties and provisions of applicable laws that this claim and information submitted herewith have been examined by me (us) and are true, correct, and complete. I (We) further certify that I (we) have not submitted any other claim for, or received reimbursement from any other source for any item of this claim, and that any receipts submitted herewith accurately reflect costs actually incurred. I (We) understand that if I am (we are) not entirely eligible to receive the payment(s) being claimed at this time, I (we) understand that these payments will only be released to me (us) after I am (we are) fully eligible to receive them.

REMARKS:

SEE PAGE 2

PLEASE SIGN, DATE, AND INCLUDE YOUR FEDERAL I.D. NUMBER. IF NONE, INCLUDE YOUR SOCIAL SECURITY NUMBER.

SIGNATURE OF CLAIMANT:	DATE:	SIGNATURE OF CLAIMANT:	DATE:
☐ Federal I.D. ☐ Social Security No.:		☐ Federal I.D. ☐ Social Security No.:	
RECOMMENDED BY:		**APPROVED BY:**	
RELOCATION OFFICER: Stacey Kroeger	DATE: 9/20/11	RELOCATION ASSISTANCE APPROVAL:	DATE:

REMARKS:

The payment will be disbursed in the following manner:

At the time of closing	$1,450,000.00
December 30, 2011	$483,333.34
March 30, 2012	$483,333.33
Upon Vacating the Property	$483,333.33

Alter Metal Recycling had elected not to claim relocation assistance for searching expenses of up to $2,500.00 and reestablishment expenses of up to $10,000.00.

WH 11-78 Introduce: 10-6-11

RESOLUTION NO. WH- _____

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

That the attached Amendment No. 7 to the Agreement for Engineering Services between Olsson Associates dba Lincoln Haymarket Infrastructure Team and the West Haymarket Joint Public Agency, Haymarket Infrastructure Design Project No. 870000 to add to or amend the existing Agreement to include supplemental design and bidding for the M & N Street Roadway Improvement project; redesign of the Amtrak Station; and deducts for Parking Garage No. 2 and 10th and Salt Creek Roadway for a total decrease in the Agreement amount of $155,271.00 is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Amendment No. 7 on behalf of the JPA.

The City Clerk is directed to return a fully executed original of the Agreement to Olsson Associates, 1111 Lincoln Mall, Lincoln, NE 68508.

Adopted this _____ day of October, 2011.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Tim Clare

_____
Chris Beutler

AMENDMENT NO. 7
to AGREEMENT for ENGINEERING SERVICES
between OLSSON ASSOCIATES
dba LINCOLN HAYMARKET INFRASTRUCTURE TEAM and the
WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE DESIGN PROJECT
Project No. 870000

This Contract Amendment is made by and between Olsson Associates, dba Lincoln Haymarket Infrastructure Team, hereinafter called ENGINEER, and the West Haymarket Joint Public Agency, hereinafter called JPA, this _____ day of _____ 2011 and approved by Resolution No. _____.

WHEREAS, it is the mutual desire of the parties hereto to amend the Agreement to provide professional services associated with the Haymarket Infrastructure Design Contract which was entered into on November 18, 2010 under Resolution WH-12, hereinafter called the existing Agreement. The general description of work to be added to the existing Agreement under this Amendment generally shall include supplemental design and bidding for the M & N Street Roadway Improvement project as a result of multiple bid packages, and redesign of the Amtrak Station to accommodate a larger footprint from the Base Crew addition as well as design of the Business Class platform. Also included are deducts for Project A-18 (Parking Deck No. 2) and Project A-3 (10th and Salt Creek Roadway). A detailed breakdown of scope of services for each of these project components is included in the attached appendices as shown below:

- M & N Street – Appendix A-5
- Amtrak Station Design – Appendix A-14
- Parking Garage No. 2 – Appendix A-18
- 10th and Salt Creek Roadway – Appendix A-3

The fees for M & N Street and the Amtrak Station Design are $27,118 and $43,003, respectively. The respective deduct fees for Parking Garage No. 2 and the 10th and Salt Creek Roadway are $195,392 and $30,000. The total fee for the work associated with this Amendment is ($155,271) which decreases the total contract amount from $8,844,828 to $8,689,557.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended to include the services as described herein.

This AMENDMENT shall be deemed a part of, and shall be subject to all terms and conditions of the existing Agreement. Except as modified above, the existing Agreement shall remain in full force and effect.

West Haymarket Joint Public Agency

_____

Title:_____

Engineer – Olsson Associates dba
Lincoln Haymarket Infrastructure Team

By: _____

Title:_____

By: _____

Title:_____

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benesch
engineers · scientists · planners

Alfred Benesch & Company
825 J Street
Lincoln, NE 68508
www.benesch.com
P 402-479-2200
F 402-479-2276

September 19, 2011

Mr. Chad Blahak
City of Lincoln Developmental Services
555 S. 10th Street
Lincoln, NE, 68508

Reference: Amendment for M & N Street

Dear Mr. Blahak:

LHIT Management has previously asked Alfred Benesch & Company (Benesch) to reconfigure and split out plan sets on portions of the M & N Street project. This letter provides background and documentation to support our amendment request for this additional effort.

As of May 24 this year, Benesch was approximately 95 percent complete with the M & N design plan set. There were some questions remaining on final decisions. Would any changes be requested by the City for on street parking, bike lanes and the configuration of M Street?

On the evening of May 24, Kim Beil received a call from you informing us that there would be a request for breaking the plan set into two separate plan sets.

Bid Package 1:
The first plan set to go to bid would be 10th Street from K to N Street, N Street from 9th to 10th Street, the temporary access road to Amtrak with site pad grading and project sanitary sewer improvements.

Bid Package 2:
The second plan set to be let, in a yet to be determined date in 2012, would include M Street between 8th & 9th Street, 8th Street between M & N Streets and N Street from 7th to 9th Streets.

On May 25, Jim Martin of SAIC requested that someone from the M & N Street design team at Benesch attend the program meeting that day at 1:00pm. Frank Doland attended that meeting. At that meeting, Dan Marvin asked what Benesch thought it would cost for Benesch to split the plan sets into two plan sets as described above. Frank indicated around $15,000.00. That number was thrown out with little time to evaluate in depth what it really would require to accomplish this effort. We moved ahead in good team faith upon a verbal request from the City to proceed with splitting the original plan set into two plan sets and to do that quickly so we could let the 10th Street portion to bid and have it constructed in 2011.

Sanitary Sewer Package:
Soon after we began this effort, we were asked to further separate the sanitary sewer into its own plan set. The intent was to expedite this effort and approach Judds Brothers, who were contracted for other work on the site, to provide the City with a change order proposal allowing this critical sanitary work to be constructed immediately. The City did not approve of the proposed change order fee and therefore instructed Benesch to quickly prepare a contract bid documents and plan set for a formal bid of the sanitary sewer. Additionally, the sanitary sewer went through a BNSF review but at the last moment

another BNSF utility review resulted in the need for an individual permit for this individual crossing. It was previously felt that the entire project had blanket utility crossing permits. This took time to investigate and prepare the permit request documents and coordinate with all parties. The permit company for BNSF was JONES LANG LASALLE (JLL). When JLL sent a permit approval back to the City, it had a stipulation on it that 2" diameter vents 4' high had to be included in the sanitary work. This request was not made on any previous sanitary work performed or designed previously on the Arena project. Also, the local BNSF personnel did not want these vents and thought of them as unnecessary and unwanted. Therefore, it took coordination time and effort to bring this to a resolution that ended with this requested condition being waived by JLL and BNSF as a requirement.

Breaking the plans into three sets required significant effort as build notes and quantities overlapped. A listing of additional drafting and plan review that was needed to be undertaken included the following:

- Cover Sheet
- Project Overview Sheet
- Summary of Quantities Sheets
- Typical Sections had to be reorganized and divided up
- Detail Sheets were divided and reorganized
- Construction Phasing was required to be reorganized
- Geometric Sheets on N Street needed to be revised at the 9th Street split due to overlapping information that had to be cleaned up between the two plan sets
- Joints and Grades Sheets on N Street needed to be revised at the 9th Street split due to overlapping information that had to be cleaned up between the two plan sets
- Plan & Profile Sheets on N Street needed to be revised at the 9th Street split due to overlapping information that had to be cleaned up between the two plan sets
- Removal Sheets on N Street needed to be revised at the 9th Street split due to overlapping information that had to be cleaned up between the two plan sets
- Construction Sheets on N Street needed to be revised at the 9th Street split due to overlapping information that had to be cleaned up between the two plan sets
- Storm Sewer Profiles needed to be separated out
- Right of Way Plan Sheet and Table were revised

For the sanitary sewer package, we created the seven page plan set, developed 14 pages of special provisions, and gathered other LHIT\BNSF standard contract documents such as BNSF Special Provisions, BNSF Utility Accommodation Policy and the Environmental Contingency Plan. The work effort expended to accomplish this was $4,798.50.

For the development of Bid Package One, we reformatted, revised or reorganized 56 plan sheets, developed 26 pages of special provisions, and gathered other LHIT\BNSF standard contract documents such as BNSF Special Provisions, BNSF Utility Accommodation Policy and the Environmental Contingency Plan. The work effort expanded to accomplish this was $16,978.50.

We have expended approximately $4,551.00 on Package Two to Date.

We continue to attend weekly construction meetings to answer questions that come up in a timely manner.

We also believe that it will be important to have continuous communication as the projects progress simply due to the fact that in this down town urban environment it is inevitable that the projects will uncover unknowns such as old buried traffic signal foundations, unidentified utilities. When these unknowns are identified, it is necessary that the Engineers are in the discussions on what changes should

take place. A simple example is if we need to shift a traffic signal foundation we need to make sure it doesn't affect a pedestrian ramp or interfere with pedestrian walk paths.

Sincerely,

Alfred Benesch & Company

Frank J. Doland, P.E.
Senior Project Manager

PACKAGE 1

Week Beginning		5/23/2011		5/30/2011		6/6/2011		6/13/2011		6/20/2011		6/27/2011		7/4/2011		7/11/2011		7/18/2011		7/25/2011		8/1/2011		8/8/2011		8/15/2011		8/22/2011		8/29/2011		9/5/2011		Total	
Employee	Rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Frank Doland	$ 161.00		$ -		$ -		$ -		$ -		$ -	1	$ 161.00		$ -	1.5	$ 241.50	3	$ 483.00	3	$ 483.00	1.5	$ 241.50	3	$ 483.00	3	$ 483.00	4	$ 644.00	1	$ 161.00	1	$ 161.00	22	$ 3,542.00
James Jussel	$ 140.00		$ -	5	$ 700.00	7.5	$ 1,050.00	1.5	$ 210.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	14	$ 1,960.00
Brad Chambers	$ 125.00		$ -	2	$ 250.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	5	$ 625.00		$ -		$ -		$ -		$ -	7	$ 875.00
Nate Hanquist	$ 105.00		$ -	4.5	$ 472.50	5.5	$ 577.50	5	$ 525.00	3	$ 315.00	6	$ 630.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	24	$ 2,520.00
Kim Bell	$ 105.00		$ -	3	$ 315.00	18	$ 1,890.00	4	$ 420.00		$ -	1	$ 105.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	26	$ 2,730.00
Quinten Jordan	$ 105.00		$ -		$ -	34	$ 3,570.00	6	$ 630.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	40	$ 4,200.00
Ronald Nissesn	$ 104.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
John Egger	$ 77.00		$ -		$ -	1	$ 77.00		$ -		$ -	6	$ 462.00	6	$ 462.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	13	$ 1,001.00
Joe Haas	$ 69.00		$ -		$ -		$ -		$ -		$ -	1.5	$ 103.50		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1.5	$ 103.50
Tyler Weers	$ 47.00		$ -		$ -	1	$ 47.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 47.00
Total			$ -		$ 1,737.50		$ 7,211.50		$ 1,785.00		$ 315.00		$ 1,461.50		$ 462.00		$ 241.50		$ 483.00		$ 483.00		$ 241.50		$ 1,108.00		$ 483.00		$ 644.00		$ 161.00		$ 161.00		$16,978.50

PACKAGE 2

Week Beginning		5/23/2011		5/30/2011		6/6/2011		6/13/2011		6/20/2011		6/27/2011		7/4/2011		7/11/2011		7/18/2011		7/25/2011		8/1/2011		8/8/2011		8/15/2011		8/22/2011		8/29/2011		9/5/2011		Total	
Employee	Rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Frank Doland	$ 161.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 322.00	2	$ 322.00	2	$ 322.00	3	$ 483.00	2	$ 322.00		$ -		$ -		$ -	11	$ 1,771.00
James Jussel	$ 140.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Brad Chambers	$ 125.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Nate Hanquist	$ 105.00		$ -		$ -		$ -		$ -		$ -	2.5	$ 262.50	4.5	$ 472.50		$ -	0.5	$ 52.50		$ -		$ -	1	$ 105.00	3.5	$ 367.50		$ -		$ -		$ -		$ -	12	$ 1,260.00
Kim Bell	$ 105.00		$ -		$ -		$ -	1	$ 105.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 105.00
Quinten Jordan	$ 105.00		$ -		$ -	5	$ 525.00	2	$ 210.00		$ -		$ -		$ -		$ -		$ -		$ -	1	$ 105.00		$ -	3	$ 315.00		$ -		$ -		$ -	11	$ 1,155.00
Ronald Nissesn	$ 104.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2.5	$ 260.00		$ -		$ -		$ -		$ -		$ -		$ -	2.5	$ 260.00
John Egger	$ 77.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Joe Haas	$ 69.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Tyler Weers	$ 47.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Total			$ -		$ -		$ 525.00		$ 315.00		$ -		$ 262.50		$ 472.50		$ -		$ 374.50		$ 582.00		$ 427.00		$ 588.00		$ 1,004.50		$ -		$ -		$ -		$ 4,551.00

Sanitary Sewer

Week Beginning		5/23/2011		5/30/2011		6/6/2011		6/13/2011		6/20/2011		6/27/2011		7/4/2011		7/11/2011		7/18/2011		7/25/2011		8/1/2011		8/8/2011		8/15/2011		8/22/2011		8/29/2011		9/5/2011		Total	
Employee	Rate	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Frank Doland	$ 161.00		$ -	4	$ 644.00		$ -		$ -		$ -	1	$ 161.00		$ -	1	$ 161.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	6	$ 966.00
James Jussel	$ 140.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Brad Chambers	$ 125.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Nate Hanquist	$ 105.00		$ -	10	$ 1,050.00	22	$ 2,310.00	2.5	$ 262.50		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	34.5	$ 3,622.50
Kim Bell	$ 105.00		$ -		$ -		$ -	2	$ 210.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 210.00
Quanten Jordan	$ 105.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Ronald Nussen	$ 104.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
John Egger	$ 77.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Joe Haas	$ 69.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Tyler Weers	$ 47.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Total			$ -		$ 1,694.00		$ 2,310.00		$ 472.50		$ -		$ 161.00		$ -		$ 161.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ 4,798.50

Total	$ 26,328.00

APPENDIX A
Scope of Services

SEPARATE SANITARY PROJECT INTO SEPARATE BID PACKAGE
SEPARATE 10TH STREET & N STREET FROM 9TH TO 10TH STREET INTO A SEPARATE BID PACKAGE
CONSTRUCTION AND PROJECT CONSULTING & COORDINATION

City Project Number 870302

The scope of design for Project No. 4 has had additional scope and effort added in the course of design and therefore an amendment of scope and fees is hereby requested The amended scope includes additional effort for:

- Additional work to break out the plans and special provisions into separate bid packages that include the "N" Street sanitary sewer and the work along 10th Street and "N" Street east of 9th Street. The remaining work along "N", "M" and 8th Streets west of 9th Street will be finalized when final decisions on typical sections, bike lanes, etc are made by the City. This required additional design work, plan drafting, recalculation of quantities and modifications to the special provisions and bid item spreadsheet.

- Additional coordination work with utilities and other stakeholders as a result of the separation of the project into separate plan sets.

- Additional bidding assistance to cover two separate bids for the various project components.

- Additional time for construction phase consultation services due to the extended length of construction work associated with breaking the original project out into separate construction projects. This will extend construction over two construction seasons rather than one season.

- Additional project management and coordination with the JPA and City staff.

This additional effort is covered under the project tasks as described below:

TASK 1. Project Management

a. Project Management

The Consultant Project Manager will serve as point of contact and will be responsible for the following:

- Establish and maintain project budget
- Define individual tasks and establish cost and schedule of each task
- Provide forecast showing expenditure by month.
- Provide monthly progress reports, with invoices, showing percent of work completed for each task.

Project Management efforts will follow appropriate guidance as given in the City website "Guiding Principles and Procedures (GP&P)".

b. Coordination with Others

The Consultant will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects. Coordination includes one-on-one meetings with the

agencies or Consultants. This task includes attending weekly project construction progress meetings. This task does not include coordination with utilities. See Task 4 for coordination with utilities.

c. *Design Memorandum*

The Design Memorandum for the project was previously completed

d. *Condemnation Hearings*

Not Applicable (N/A)

TASK 2. General Project Meetings

a. *Kick-Off Meeting*

Kick off meeting was previously held

b. *Construction Progress Meetings*

The Consultant will attend weekly progress meetings.

c. *Review Meetings*

N/A to this Amendment

d. *Plan-in-Hand*

N/A to this Amendment

TASK 3. Survey

a. *Topographical Survey*

N/A to this Amendment

b. *Base Map Preparation*

N/A to this Amendment

c. *Horizontal Control*

N/A to this Amendment

d. *Vertical Control*

N/A - Previously established.

e. *Locate Section Corners*

N/A to this Amendment

f. *Bench Level Run*

N/A Survey control has previously been established

g. *Utility Locates*

N/A to this

TASK 4. Utility Coordination

a. *Utility Location/Verification*

N/A to this Amendment

b. *Utility Review Meetings/Coordination*

N/A to this Amendment

TASK 5. Public Involvement

a. *Open Houses (0 Meeting)*

N/A to this Amendment

b. *One-on-One, Small Group Meetings (0 Meetings)*

N/A to this Amendment

c. *Final Public Involvement Report / Documentation*

N/A to this Amendment

TASK 6. Drainage Analysis

a. *Hydraulic/Hydrologic Analysis*

N/A to this Amendment

b. *Preliminary Drainage Studies*

N/A to this Amendment

TASK 7. Traffic

a. *Traffic Signal / ITS Design / Street Lighting*

N/A to this Amendment

TASK 8. First Submittal

a. *Site Inspections*

N/A to this Amendment

b. *Prepare Alternatives*

N/A to this Amendment

c. *Preliminary Designs*

N/A to this Amendment

d. *Cost Estimates*

N/A to this Amendment

TASK 9 Geotechnical Evaluation

N/A to this Amendment

TASK 10 Environmental/ Historical Review

N/A to this Amendment

Task 11 Existing Water Main or Wastewater Relocation

N/A to this Amendment

TASK 12 Structural/ Bridge Design

N/A to this Amendment

Task 13 Water main Design

N/A to this Amendment

Task 14 Wastewater Design

N/A to this Amendment

Task 15 Right-of-Way

N/A to this Amendment

Task 16 Landscape Design

N/A to this Amendment

TASK 17. Second Submittal

N/A to this Amendment

TASK 18. Quality Assurance / Quality Control (QA / QC)

N/A to this Amendment

TASK 19. Permit Applications / Agreements

N/A to this Amendment

TASK 20. PS&E Submittal

a. *Draft PS&E Submittal*

The Consultant shall submit a draft PS&E package, along with all project checklists, to the City's Project Manager for final review. The package will include the plan set, special provisions, and a total project cost estimate. The Consultant shall prepare an updated total project cost estimate. This shall include, but not be limited to Engineering, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms. The Construction Estimate shall be prepared using the current City of Lincoln's version of Appia software and submitted electronically.

b. *Final PS&E Submittal*

Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an updated total project cost estimate using Appia, to the City's Project Manager for the final PS&E review. Upon City acceptance of the PS&E plans, the Consultant shall submit the bid package to the City's Project Manager. The bid package includes sealed drawings, sealed special provisions, and an Appia electronic file. The bid package will also be accompanied by an electronic copy of the design in MicroStation.

The following sheets are anticipated to be included in the PS&E Submittal's

- Cover Sheet
- Summary of Quantities Sheet
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets

- Construction and Removal Sheets
- Storm Drainage Plan and Profile Sheets
- Sediment and Erosion Control Sheets
- Grading Plan
- Residential Sanitary Sewer Removal and Reconstruction Plan
- Sanitary Sewer Abandonment Plan
- Updated Traffic Signal Plans
- Details
- Construction Special Provisions

b. *Cost Estimates*

The Consultant shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms. The Construction Estimate shall be prepared using the current City of Lincoln's version of Appia software and submitted electronically.

c. *Special Provisions*

The Consultant will submit Special Provisions with the PS&E submittal.

TASK 21. Bidding Phase

a. Consultant will answer questions and prepare addendums as requested during the bidding phase.

TASK 22. Construction Phase

The Consultant will attend weekly construction progress meetings.

City Responsibilities

The City of Lincoln will supply the following information:

- ❑ Available water and sewer locations, size, and materials
- ❑ Copies of available reports
- ❑ Available drainage studies
- ❑ Available geotechnical reports
- ❑ Bench marks and horizontal control points
- ❑ Topographic Survey
- ❑ Available plats of adjacent properties
- ❑ APPIA files and bid history

GENERAL INFORMATION

1. PLAN FORMAT

Six Half size (11" x 17") white paper bond copies of the plans will be submitted at the first submittal, second submittal, and draft PS&E submittal. One half size (11" x 17") white paper bond copy of the plans will be submitted for PS&E review. Any material, which does not produce an acceptable reproduction will be returned to the Consultant for rectification. All submittals shall be bound with post screws or staples.

Final plans will be submitted on 11" x 17" Bond paper and will be accompanied by an electronic copy of the design in MicroStation, GEOPAK format. GEOPAK GPK files will also be submitted.

All sheets will be plotted at the City of Lincoln's standard sheet scales.

Care will be exercised in drawing all construction details. All notes will be properly spaced and all lettering will be of an engineering style. Clarity must be maintained to allow the plans to be archived on microfilm; the background topography, grid lines etc. on plan and profile sheets will be removed behind the text.

The Consultant shall follow the City of Lincoln's CADD drafting procedures and guidelines in preparing the plans.

The CADD files will conform to the following standards and conventions. All plans, specifications, and documents will be in English units using the following working units:

a) Master Units = Ft
b) Sub Units = 100th
c) Position Units = 1

Global origin of the graphics design plane will be located at x= 0.0000, y= 0.0000.

Reports, Studies and Technical Information:

The Consultant shall prepare and submit the following items:

1. Technical memos for all pertinent meetings
2. Meeting minutes from all meetings
3. Drainage computations, culverts and storm drainage design
4. Miscellaneous correspondence and information related to the project
5. Summary of quantities and opinion of probable cost
6. Permit applications
7. Special Provisions for items not covered by the City of Lincoln Standard Specifications

Cross-sections

N/A

2. RIGHT-OF-WAY SUBMITTALS

N/A

Appendix A-5
Benesch - Total Project Fee

"M" & "N" Street
870302

Task No.	Task Description		Fee Estimate
1	Project Management		$1,932.00
2	General Project Meetings		$1,288.00
3	Survey		$0.00
4	Utility Coordniation		$0.00
5	Public Involvement		$0.00
6	Drainage Analysis		$0.00
7	Traffic		$0.00
8	First Submittal		$0.00
9	Geotechnical Evaluation		$0.00
10	Environmental / Historical Review		$0.00
11	Exist Water - Sanitary Relocates		$0.00
12	Structural / Bridge Design		$0.00
13	Water Main Design		$0.00
14	Wastewater Design		$0.00
15	Right-of-Way		$0.00
16	Landscape Design		$0.00
17	Second Submittal		$0.00
18	QA/QC		$0.00
19	Permit Applications		$1,855.00
20	PS&E Submittals		$12,992.00
21	Bidding Phase		$2,009.00
22	Construction Phase		$6,236.00
23	Expenses		$16.00
		Total Project Cost	$26,328.00

MAN-HOURS ESTIMATE - PROJECT NAME/PROJECT NUMBER

Task No.	Description of Work Items	Task Total	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1	**Project Management**																											
	Project Management		4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	$644	$0	$644	$0	$644.00
	Coordination with Others		0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	$1,288	$0	$1,288	$0	$1,288.00
	Design Memorandum		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Condemnation Hearings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$1,932.00
2	**General Project Meetings**																											
	Kick-Off Meeting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Progress Meetings		0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	$644	$0	$644	$0	$644.00
	Review Meetings		0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	$644	$0	$644	$0	$644.00
	Plan-In-Hand		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$1,288.00
3	**Survey**																											
	Topographical Survey		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Base Map Preparation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Horizontal Control		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Vertical Control		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Locate Section Corners		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Bench Level Run		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Utility Locates		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$0.00
4	**Utility Coordination**																											
	Utility Location / Verification		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Utility Plan Submittal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Utility Review Meetings / Coordination		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$0.00
5	**Public Involvement**																											
	Public Involvement Planning Meetings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Public Involvement Plan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Database Development / Maintenance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Key Stakeholder Outreach		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	City Council (1 pre council, 1 reg meeting)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Open Houses (2)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	One-on-One, Small Group Meetings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Newsletters / Informational Materials		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Web Site Development		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Final PI Report / Documentation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$0.00
6	**Drainage Analysis**																											
	Hydraulic / Hydrologic Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Floodplain Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Amtrak Site Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$0.00
7	**Traffic**																											
	Traffic Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Traffic Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Traffic Signal / ITS Design / Street Lighting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Pavement Marking & Signing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$0.00
8	**First Submittal**																											
	Site Inspections	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Produce Video and Still Log	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Prepare Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Preliminary Designs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Cover Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Typical Section Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	General Notes Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Horizontal/Vertical Control Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Geometric Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Roadway Plan and Profile Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Right-of-Way Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Roadway Cross-Section Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Preliminary Construction Phasing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
																												$0.00
9	**Geotechnical Investigation**																											
	Data Research	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Design Recommendations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00
	Geotechnical Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00

MAN-HOUR ESTIMATE - PROJECT NAME/PROJECT NUMBER

Task No.	Description of Work Item Tasks	Total Hrs	PM	Admin	Draft	Sr Eng	Eng	Jr Eng	Tech	Sr Surv	Surv	F-Tm	Mgr	Sr Const	Const	Jr	Wkr Crew	Wkr	Rep	Sr	Sr Const	Jr Const	Total Material	Total Equipment	Subtotal Labor	Total Cost	Profit 0.00%	Total Fee (Rounded)	
10	**Environmental/Historical Review**																												$0.00
	NEPA Environmental Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Traffic Noise Study	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Hazardous Material Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Wetlands and Habitat Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Wetland Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Historical / Archeological Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Impacts to Misc. Environmental Resources	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Prepare Draft Environmental Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Endangered Species Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Public Land Impacts (4F or 6F)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
11	**Water Main/Wastewater Relocation**																												$0.00
	Water Main/Wastewater Relocation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
12	**Structural/Bridge Design**																												$0.00
	Box Culvert Design and Plan Preparation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Lighting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Retaining Wall	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	De-Icing System	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
13	**Water Main Design**																												$0.00
	Horizontal Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Vertical Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Detail Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Utility Conflict Verification and Resolution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
14	**Wastewater Design**																												$0.00
	Horizontal Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Vertical Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Detail Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Utility Conflict Verification and Resolution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
15	**Right-of-Way**																												$0.00
	Right-of-Way Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Legal Descriptions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	State Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
16	**Landscape Design**																												$0.00
	Landscape Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
17	**Second Submittal**																												$0.00
	Second Submittal Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Cover Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Summary of Quantities Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Typical Section Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	General Notes Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Detail Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Horizontal/Vertical Control Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Construction Phasing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Traffic Control Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Geometric Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Joints and Grades Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Roadway Plan and Profile Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Construction Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Removal Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Retaining Wall Plan and Profile Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Retaining Wall Details	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Storm Drainage Plan and Profile Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Culvert/Channel Cross-Section Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Sediment and Erosion Control Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Wastewater Plan and Profile Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Water Main Plan and Profile Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Traffic Signal Plan Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Pavement Marking & Signing Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Lighting Plan Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Landscaping Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Amtrak Platform Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Amtrak Consultant Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Special Provisions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
																													$0.00

MAN-HOUR ESTIMATE - PROJECT NAME/PROJECT NUMBER

Task No.	Task Description	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Total Man-Hours	Total Labor Cost	Overhead Costs	Total Labor	Profit 8.00%	Total Fee Amount	
18	**QA/QC**																													
	Plan Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	OA Traffic Signal Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	OA Roadway Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
																														$0.00
19	**Permit Applications**																													
	404 Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Floodplain Permit	0	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	$371	$0	$371	$0	$371	$371.00
	SWPPP	0	0	1	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	$581	$0	$581	$0	$581	$581.00
	NPDES Permit	0	0	1	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	$581	$0	$581	$0	$581	$581.00
	Railroad Permit	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	$322	$0	$322	$0	$322	$322.00
	Railroad Agreement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Railroad Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	NDOR Use of Right of Way Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	NDOR Agreement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Lancaster County Utility Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Lancaster County Inter-local Agreement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	Nebraska Dept. of Environmental Quality	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
	City/County Health Dept. Noise Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0.00
																														$1,855.00
20	**PS&E Submittals**																													
	Draft PS&E Submittal	0	0	16	0	0	0	16	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	$5,936	$0	$5,936	$0	$5,936.00	
	Final PS&E Submittal	0	0	16	8	0	0	16	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	$7,056	$0	$7,056	$0	$7,056.00	
																														$12,992.00
21	**Bidding Phase**																													
	Attend Pre-Bid Meeting	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	$210	$0	$210	$0	$210.00	
	Answer Design Questions	0	0	2	0	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	$847	$0	$847	$0	$847.00	
	Prepare Addenda	0	0	2	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	$952	$0	$952	$0	$952.00	
																														$2,009.00
22	**Construction Phase**																													
	Attend Pre-Construction Meeting	0	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	$532	$0	$532	$0	$532.00	
	Review Shop Drawings	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	$210	$0	$210	$0	$210.00	
	Prepare Change Orders	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00	
	Prepare Revision Sheets	0	0	4	0	0	0	8	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	20	$2,092	$0	$2,092	$0	$2,092.00	
	Answer Design Questions	0	0	4	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	$1,484	$0	$1,484	$0	$1,484.00	
	Attend Weekly Progress Meetings	0	0	4	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	$654	$0	$654	$0	$654.00	
	Grading Inspection \ Conduct Site Visits	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	$1,064	$0	$1,064	$0	$1,064.00	
	Review and Certify Pay Requests	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$0.00	
																														$6,236.00
	Total Manhours	0	4	75	8	0	0	81	32	8	0	0	0	0	0	0	0	0	0	0	0	0	0	208						
	Total	$0	$644	$12,075	$1,120	$0	$0	$8,505	$3,360	$608	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$26,312	$26,312	$0	$26,312	$0	$26,312.00	
	Total Labor, OH & Profit	$0	$644	$12,075	$1,120	$0	$0	$8,505	$3,360	$608	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0						$26,312.00	

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)	50	MILES	0.56		$16.00
Travel, mile (survey vehicle)	0	MILES	0.50		$0.00
Environmental Documentation (lump sum)		L.S.			$0.00
Half Size Plots (each)	0	EA.	1		$0.00
Mylars, Half Size Plots (each)	0	EA.	1		$0.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	0	L.S.	65		$0.00
Geotechnical Borings and Report		L.S.			$0.00
			Sub Total		**$16.00**
Survey Expenses					
Public Involvement Expenses					
			Total		**$16.00**

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)

Overhead Rate :	0%
Profit :	0%

Personnel		Total Hr.	Hourly Rate (2010)	Cost	Total Cost
Principal	Principal	0	$183.00	$0	$0.00
Senior Project Manager	PM	4	$161.00	$644	$644.00
Senior Engineer	Sr Eng	75	$161.00	$12,075	$12,075.00
Project Manager	Traffic	8	$140.00	$1,120	$1,120.00
Structural Engineer	STR Eng	0	$0.00	$0	$0.00
Project Engineer I	PE	0	$97.00	$0	$0.00
Project Engineer II	PE	81	$105.00	$8,505	$8,505.00
Senior Technologist	ST	32	$105.00	$3,360	$3,360.00
Designer II	D2	8	$76.00	$608	$608.00
Office Assistant	CLER	0	$45.00	$0	$0.00
Field Lab Technician III	FLT III	0	$67.00	$0	$0.00
Olsson Associates - Coordination	OAR	0	$155.00	$0	$0.00
Public Involvement Coordinator	PI Coord	0	$0.00	$0	$0.00
Graphic Designer	GR. DES.	0	$0.00	$0	$0.00
Illustrator	ILL	0	$0.00	$0	$0.00
Webmaster / Database Developer	WM / DD	0	$0.00	$0	$0.00
Survey Project Manager	RLS	0	$0.00	$0	$0.00
Surveyor	RLS	0	$77.00	$0	$0.00
Instrument Operator	IO	0	$51.00	$0	$0.00
Survey Crew Member (CM)	SCM	0	$0.00	$0	$0.00
Survey Technician	Srvy Tech	0	$0.00	$0	$0.00
Expenses					**$16.00**
		208		**$26,312**	**$26,328.00**

Appendix A-5
OA - Total Project Fee

"M" & "N" Street
870302

Task No.	Task Description		Fee Estimate
1	Project Management		$789.84
2	General Project Meetings		$0.00
3	Survey		$0.00
4	Utility Coordniation		$0.00
5	Public Involvement		$0.00
6	Drainage Analysis		$0.00
7	Traffic		$0.00
8	First Submittal		$0.00
9	Geotechnical Evaluation		$0.00
10	Environmental / Historical Review		$0.00
11	Exist Water - Sanitary Relocates		$0.00
12	Structural / Bridge Design		$0.00
13	Water Main Design		$0.00
14	Wastewater Design		$0.00
15	Right-of-Way		$0.00
16	Landscape Design		$0.00
17	Second Submittal		$0.00
18	QA/QC		$0.00
19	Permit Applications		$0.00
20	PS&E Submittals		$0.00
21	Bidding Phase		$0.00
22	Construction Phase		$0.00
23	Expenses		$0.00
		Total Project Cost	$790

LINCOLN
Haymarket Infrastructure Team®

Amtrak Station Design – Appendix A-14; CPN 870906

Amendment No. 7 – Supplemental Information

Background

Modifications to the plans and specifications for the Amtrak project are necessary to meet three recent revisions to the overall project scope. Plans and specifications for the project were 90% complete and on schedule for an August 12, 2011 bid advertising when requests for new project work were brought forth to the design team. These requests consist of the following items (in sequential order):

1). Jul 18, 2011: a directive to "separate" the bidding of the 1,200 liner-foot (LF) concrete Amtrak passenger platform from the bidding of the Amtrak Station building proper. The design team was originally directed to provide this scope as one bid package. This work will involve revising the drawings and bidding specifications to clearly indicate to the contractor what work items are included in each of the separate bidding packages. A clear delineation of what is to be bid for the two separate components of work is critical to obtaining favorable bids from contactors (i.e. avoid bidding confusion that may potentially lead to costlier change orders later).

2). July 26, 2011: Amtrak requested that a 300 square-foot (SF) "crew base" space be included in the station building. The crew base is currently located in Omaha and Amtrak requested that it be relocated to the new Lincoln station. The 300 SF space includes: one 200 SF space for the crew to get orders (known as a "Crew Room"); one 50 SF Storage Room; and one 50 SF Unisex Restroom/Changing Room with lockers. This scope will result in a). modifications to the 90% plans and specifications to document the construction aspects of the space; b). coordinating reviews with Amtrak, BNSF and the City, and c). presenting the modified design to the Urban Design Committee and Historic Preservation Commission in a joint meeting.

3). August 11, 2011: BNSF indicated that the "Business Car Platform" (originally not part of the Amtrak bid package) would now need to be included in the bid plans and specifications. The Business Platform is approximately 50 lineal feet long and 10-feet wide, and is a second concrete platform located between main tracks 1 and 2. The scope of work to be completed for the platform bid package is straightforward and minimal. It will involve the structural design of a concrete platform box with two walls and a top acting as a passenger surface. Plans and specifications for the Business Platform will be created to provide the necessary detailing for contractor bidding and construction. In addition to creating the Business Platform plans and specifications, time has been included in the proposal for the required coordination and design reviews with BNSF officials. The scope of work does not include any material testing or inspection for the platform. F:\Projects\010-2431\Documents\Contracts\Amendment 7 Documents\Amtrak Narrative.docx

Amtrak Depot
Amendment No. 7 - Tasks
VE Effort: Based on 19 point list developed prior to Sept. 1 VE Meeting at SHA (below)

Project Management & Meetings	$5,880
HPC/UDC	$815
Bus. Platform Design	$3,980
Value Engineering	$8,982
Base Crew Addition & Estimates	$18,038
Additional CPS for Platform	$3,510
Expenses	$150
OA Administrative	$1,648
Total - Amtrak	**$43,003**

Appendix A-14

Sinclair Hille
Amtrak Station - revised design for crew base
City Project Number 870906

Task No.	Task Description		Fee Estimate
1	Project Management		$2,800.00
2	General Project Meetings		$3,080.00
3	Survey		$0.00
4	Utility Coordination		$0.00
5	Public Involvement		$815.00
6	Drainage Analysis		$0.00
7	Sustainable Design		$0.00
8	Traffic		$0.00
9	First Submittal		$0.00
10	Geotechnical Evaluation		$0.00
11	Environmental / Historical Review		$0.00
12	Existing Water Main or Wastewater Relocation		$0.00
13	Telecommunications/Technology Design		$0.00
14	New / Replacement Water Main Design		$0.00
15	New / Replacement Wastewater Design		$0.00
16	Right-of-Way		$0.00
17	Site/LandscapeDesign		$0.00
18	Second Submittal		$31,000.00
19	Quality Assurance/Quality Control		$0.00
20	Permit Applications		$0.00
21	PS&E Submittals		$0.00
22	Bidding Phase		$0.00
23	Construction Phase		$3,510.00
	Expenses		$150.00
		Total Project Cost	$41,355.00

Lincoln Haymarket Infrastructure Team (LHIT)

Task A-14: Amtrak Station - ADDITIONAL SERVICES - SHA

This scope includes additional services for revisions associated with the following items:

1). Amtrak crew base - request by Amtrak and agreed to by City to expand station by 300 SF to support "Crew Base";
2). Separate bidding of the platform and station building as requested by Program Manager;
3). Design of 50 LF Business Line platform.

This scope does not include any services associated with a temporary trailer facility for Amtrak or construction testing and inspection of the Amtrak building; Amtrak platform; and BNSF platform.

	PPM	PDA	PPA	PA	AI CADD	CA	ME	EE	SE	CE	ET1	Admin	al Hours	Labor Fee	
1. Project Management															
Project Management	10	0	0	0	0	0	0	0	0	0	0	2	12	$1,450.00	
Coordination with Others	10	0	0	0	0	0	0	0	0	0	0	0	10	$1,350.00	
Design Memorandum	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Condemnation Hearings	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$2,800.00
2. General Project Meetings															
Kick-Off Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Progress Meetings	2	4	2	0	0	0	0	0	0	0	0	2	10	$1,180.00	
Review Meetings	2	2	4	0	0	0	0	0	0	0	0	0	8	$1,080.00	
Plan-in-Hand	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Coordination Meetings with Amtrak and BNSF Representatives	2	0	2	0	4	0	0	0	0	0	0	0	8	$820.00	$3,080.00
3. Survey															
Topographical Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Supplemental Field Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
4. Utility Coordination															
Utility Location/Verification	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Utility Plan Submittal	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Utility Review Meetings/Coordination for Building Location and Design	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
5. Public Involvement															
Resubmit presentation to Urban Design / Historic Preservation Commi	2	3	0	0	2	0	0	0	0	0	0	0	7	$815.00	$815.00
6. Drainage Analysis															
Hydraulic / Hydrologic Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Floodplain Study	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Preliminary Drainage Studies	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
7. Sustainable Design Components															
Identification/Research/Evaluation	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
8. Traffic															
Traffic Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Traffic Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Traffic Signal / ITS Design / Street Lighting	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Pavement Marking & Signing	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
9. First Submittal															
Prepare Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Preliminary Designs	0	0	0	0	0	0	0	0	0	0	0	0	0		
Civil Site Plan (including canopy platform)	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Civil Utility Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Architectural Floor Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Architectural Roof Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Architectural Exterior Elevations	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Structural Foundation Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	

Canopy Structural Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
MEP Site Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Mechanical Symbols Legend	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Mechanical Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Electrical Symbols Legend	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Electrical Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Plumbing Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Preliminary Construction Phasing	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Cost Estimates	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
10. Geotechnical Evaluation															
Data Research	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Design Recommendations	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Geotechnical Report	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
11. Environmental/Historical Review/Re-Design and Re-Use															
NEPA Environmental Review	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Traffic Noise Study	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Hazardous Material Review	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Wetlands and Habitat Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Wetland Permitting	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Historical / Archeological Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Impacts to Misc. Environmental Resources	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Prepare Draft Environmental Review	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Endangered Species Review	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Public Land Impacts (4F or 6F)	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
12. Existing Water Main or Wastewater Relocation															
Water Main/Wastewater Relocation	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
13. Telecommunications / Technology Design															
Special Systems	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
14. New/Replacement Water Main Design															
Horizontal Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Vertical Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Detail Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Utility Conflict Verification and Resolution	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
15. New/Replacement Wastewater Design															
Horizontal Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Vertical Alignment	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Detail Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Utility Conflict Verification and Resolution	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
16. Right-of-Way															
Right-of-Way Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Legal Descriptions	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Stake Right-of-Way	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
17. Site Design															
Project Site Design	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
18. Second Submittal															
Crew Base Revisions and Separate Bidding of Platform vs. Station															
General Drawing Standards	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Index & Cover Sheets-revise code summary, index, renderin	0	0	2	0	2	0	0	0	0	0	0	0	0	$410.00	
Site Plan	0	0	2	0	0	0	0	0	0	0	0	0	2	$270.00	
Generate New Platform Sheet	0	0	2	0	1	0	0	0	0	0	0	0	3	$340.00	
Civil Site Plan (including canopy platform)	0	0	0	0	0	0	0	0	0	6	0	0	6	$810.00	
Civil Grading Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Civil Erosion and Sediment Control Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	

Civil Utility Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Civil Paving Plan	0	0	0	0	0	0	0	0	0	4	0	0	4	$540.00	
Civil Paving Details	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Architectural Floor Plans-revise plan layout, coordinate w/An	0	4	20	4	16	0	0	0	0	0	0	0	44	$4,800.00	
Architectural Roof Plans	0	0	2	0	2	0	0	0	0	0	0	0	4	$410.00	
Architectural Enlarged Unit Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Architectural Reflected Ceiling Plans	0	0	2	0	2	0	0	0	0	0	0	0	4	$410.00	
Architectural Interior Elevations	0	0	4	0	0	0	0	0	0	0	0	0	4	$540.00	
Architectural Schedules & Frame Types	0	0	4	0	4	0	0	0	0	0	0	0	8	$820.00	
Architectural Exterior Elevations	0	0	6	0	4	0	0	0	0	0	0	0	10	$1,090.00	
Architectural Wall Sections	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Architectural Stair Sections	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Architectural Section Details	0	0	2	0	0	0	0	0	0	0	0	0	2	$270.00	
Structural General Notes	0	0	0	0	0	0	0	0	2	0	0	0	2	$270.00	
Structural Schedules	0	0	0	0	0	0	0	0	2	0	0	0	2	$270.00	
Structural Foundation Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Canopy Structural Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Structural Plan	0	0	0	0	0	0	0	0	16	0	16	2	34	$3,700.00	
Structural Details	0	0	0	0	0	0	0	0	6	0	0	0	6	$810.00	
MEP Site Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Mechanical Symbols Legend	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Mechanical Plans	0	0	0	0	0	0	12	0	0	0	8	2	22	$2,440.00	
Enlarged Unit Mechanical Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Mechanical Details	0	0	0	0	0	0	12	0	0	0	0	0	12	$1,620.00	
Mechanical Schedules	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Mechanical Equipment Schedules	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Electrical Symbols Legend	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Electrical Lighting Plans	0	0	0	0	0	0	0	6	0	0	8	0	14	$1,530.00	
Electrical Power Plans	0	0	0	0	0	0	0	18	0	0	0	0	18	$2,430.00	
Enlarged Unit Electrical Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Electrical Details and Diagrams	0	0	0	0	0	0	0	10	0	0	0	0	10	$1,350.00	
Electric Panelboard Schedules	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Electrical Schedules	0	0	0	0	0	0	0	2	0	0	0	0	2	$270.00	
Plumbing Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Enlarged Unit Plumbing Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Enlarged Plumbing Plan Details	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Plumbing Details	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Plumbing Risers	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Design of 50 LF Business Line Platform	2	0	4	0	8	0	0	0	6	8	8	0	36	$3,980.00	
Cost Estimates	0	0	4	0	0	0	2	2	2	2	0	0	12	$1,620.00	
Special Provisions	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$31,000.00
19. Quality Assurance/Quality Control															
Plan Review	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
20. Permit Applications															
Floodplain Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
SWPPP	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
21. PS&E Submittal															
Draft PS&E Submittal	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Final PS&E Submittal	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
22. Bidding Phase															
Attend Pre-Bid Meeting	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Answer Design Questions	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Prepare Addenda	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00

23. Construction Phase															
Platforms - Additonal Construction Phase (No testing & Inspection)															
Attend Pre-Construction Meeting - now separate for platforms	0	0	2	0	0	2	0	0	2	0	0	0	6	$720.00	
Review Shop Drawings-separate for platforms	0	0	0	0	0	4	0	0	2	0	0	0	6	$630.00	
Prepare Revision Sheets	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	
Answer Design Questions-separate for platforms	0	0	0	0	0	2	0	0	2	0	0	0	4	$450.00	
Evaluate substitutions	0	0	0	0	0	1	0	0	0	0	0	0	1	$90.00	
Conduct Site Visits (6 visits for platforms over 60 day build)	0	0	0	0	0	12	0	0	4	0	0	0	16	$1,620.00	$3,510.00
Total Hours	30	13	64	4	45	21	26	38	44	20	40	8	349		
Total Labor Fee	$4,050	$1,755	$8,640	$440	$3,150	$1,890	$3,510	$5,130	$5,940	$2,700	$3,600	$400		**$41,205**	

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)					
				Overhead Rate :	0%
				Profit :	0%
Personnel		**Total Hr.**	**Hourly Rate (2010)**	**Cost**	**Total Cost**
Principal Project Manager	PPM	30	$135.00	$4,050	$4,050.00
Principal Design Architect	PDA	13	$135.00	$1,755	$1,755.00
Principal Project Architect	PPA	64	$135.00	$8,640	$8,640.00
Project Architect	PA	4	$110.00	$440	$440.00
Architectural Design-CADD	AI CADD	45	$70.00	$3,150	$3,150.00
Construction Administrator	CA	21	$90.00	$1,890	$1,890.00
Mechanical Engineer	ME	26	$135.00	$3,510	$3,510.00
Electrical Engineer	EE	38	$135.00	$5,130	$5,130.00
Structural Engineer	SE	44	$135.00	$5,940	$5,940.00
Civil Engineer	CE	20	$135.00	$2,700	$2,700.00
Engineering Technician 1	ET1	40	$90.00	$3,600	$3,600.00
Adminstrative I	Admin	8	$50.00	$400	$400.00
Expenses					$150.00
		353		**$41,205**	**$41,355.00**

TOTAL EXPENSES				
Expenses	**Amount**		**$ Ea.**	**Cost**
Design				
Travel, mile (car)		MILES		$0.00
Travel, mile (survey vehicle)		MILES		$0.00
Environmental Documentation (lump sum)		L.S.		$0.00
Half Size Plots (each)	50	EA.	1	$50.00
Mylars, Half Size Plots (each)		EA.	1	$0.00
Aerial Mapping (DTM)		L.S.		$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	100	$100.00
Geotechnical Borings and Report		L.S.		$0.00
			Sub Total	**$150.00**
Survey Expenses				
Public Involvement Expenses				
			Total	**$150.00**

Appendix A-14

OA
Amtrak Station - revised design for crew base
City Project Number 870906

Task No.	Task Description		Fee Estimate
1	Project Management		$112.00
2	General Project Meetings		$123.20
3	Survey		$0.00
4	Utility Coordination		$0.00
5	Public Involvement		$32.60
6	Drainage Analysis		$0.00
7	Sustainable Design		$0.00
8	Traffic		$0.00
9	First Submittal		$0.00
10	Geotechnical Evaluation		$0.00
11	Environmental / Historical Review		$0.00
12	Existing Water Main or Wastewater Relocation		$0.00
13	Telecommunications/Technology Design		$0.00
14	New / Replacement Water Main Design		$0.00
15	New / Replacement Wastewater Design		$0.00
16	Right-of-Way		$0.00
17	Site/LandscapeDesign		$0.00
18	Second Submittal		$1,240.00
19	Quality Assurance/Quality Control		$0.00
20	Permit Applications		$0.00
21	PS&E Submittals		$0.00
22	Bidding Phase		$0.00
23	Construction Phase		$140.40
	Expenses		
		Total Project Cost	$1,648.20

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10th and Salt Creek Roadway Improvements – Appendix A-3; CPN 870304

Amendment No. 7 – Supplemental Information

The purpose of this Amendment to project A-3, 10th and Salt Creek Roadway Improvements, is to reduce the associated work effort (cost) that was originally outlined in the Prime Agreement and Amendment No. 4. With this Amendment No. 7, the maximum fee is reduced as shown below due to efficiencies that were realized during the course of the design, bidding and construction phase of the project. The work of the construction contractor is now substantially complete and it is possible to reduce the contract amount to a value that is commensurate with the work effort performed by the Engineer to date and as projected to final completion.

The effect of this change is summarized below:

Original Design Fee (Prime Agreement & Amendment No. 4):	$408,297
Reduction in Fee from efficiencies in Design & Construction:	($30,000)
Revised Maximum Fee for A-3 (from this Amendment No. 7):	$378,297

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Parking Garage No. 2 – Appendix A-18; CPN 870204

Amendment No. 7 – Supplemental Information

The purpose of this Amendment is to reduce the scope and associated work effort (cost) that was originally outlined in Amendment No. 4. With this Amendment No. 7, the scope of work for Parking Garage No. 2 will be reduced to that of completion of preliminary/functional design, or the 30% completion level described in Task No. 8 of the original amendment. In addition, all the work necessary to assure the footing design for the co-located DEC facility will be taken to final design and be made bid ready by the DEC. In addition, this Amendment No. 7 allows for completion of the exterior renderings to adjust exterior elevation drawings, provide colored 3-D renderings, and to prepare presentation materials.

The effect of this change is summarized below:

Original Design Fee to Second Submittal (from Amendment No. 4):	$407,392
Reduction in Fee in going from Second Submittal to First:	($195,392)
Revised Maximum Fee for A-18 (from this Amendment No. 7):	$212,000

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WH 11-79 Introduce: 10-6-11

RESOLUTION NO. WH- _____

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

That the attached Close Out/Demobilization Agreement between the West Haymarket Joint Public Agency ("JPA") and SAIC Energy, Environment & Infrastructure LLC ("SAIC") providing for the JPA to pay SAIC $75,117.27 for demobilization expenses and $539,754.77 as compensation for work performed prior to cancellation of the JPA's contract with SAIC, of which $465,103.13 will be paid to SAIC and $74,651.64 will be paid directly to PC Sports for work performed by PC Sports as SAIC's subcontractor is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Interlocal Agreement on behalf of the JPA.

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

Adopted this _____ day of October, 2011.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Tim Clare

_____
Chris Beutler

CLOSE OUT/DEMOBILIZATION AGREEMENT AND MUTUAL RELEASE

This Close Out/Demobilization Agreement and Mutual Release (the "Agreement") is entered into as of this ___ day of_____, 2011, by and between SAIC Energy, Environment & Infrastructure, LLC, formerly named The Benham Companies ("SAIC"), a Delaware limited liability company, and the West Haymarket Joint Public Agency ("JPA"), as successor in interest to the City of Lincoln, Nebraska. Collectively, SAIC and JPA are referred to herein as "the Parties".

RECITALS

WHEREAS, on or about September 14, 2010, SAIC and City of Lincoln ("City") entered into a Consultant Agreement ("Contract") wherein SAIC agreed to provide certain services to City for the West Haymarket Redevelopment Project ("Project"); and

WHEREAS, City subsequently assigned all its rights, interests, duties and obligations under the Contract to JPA on October 1, 2010; and

WHEREAS for economic and other reasons unrelated to the performance of SAIC, JPA has decided that it is in JPA's best interest to terminate the Contract for convenience; and

WHEREAS, SAIC will incur Project-related demobilization expenses related to SAIC's costs to establish and staff an office location in Lincoln which SAIC and JPA will bear on a mutually agreed basis; and

WHEREAS, pursuant to the Contract, SAIC is entitled to compensation for work performed prior to cancellation of the Contract in the amount of $539,754.77 of which $74,651.64 is attributable to work performed by SAIC's subcontractor PC Sports.

WHEREAS, the Parties desire to release each other of and from all current and future obligations and/or liabilities relating in any way to the Contract and the Project.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and conditions set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties for and on behalf of themselves and their partners, agents, representatives, elected and appointed officials, employees, officers, directors, parents, affiliates, shareholders, subsidiaries, successors and assigns and any and all other entities and organizations in which they have an interest, SAIC and JPA agree as follows:

1. **Affirmation by JPA.** The JPA hereby affirms that the Agreement was cancelled for the JPA's convenience based upon economic and other reasons unrelated to the performance of SAIC.

2. **Payment by JPA.** Upon execution of this Agreement by the Parties and within seven (7) calendar days after approval of this Agreement by the West Haymarket JPA Board, JPA shall remit to SAIC a check, or make payment to SAIC's bank account by electronic transfer, in the amount of $540,220.40 (Five Hundred Forty Thousand, Two Hundred Twenty Dollars and Forty Cents) ($465,103.13 for Compensation and $75,117.27 for Demobilization), which amount, together with the below payment to PC Sports, constitutes payment in full of all SAIC invoices, demobilization expenses, and any and all other amounts whatsoever alleged to be owing by JPA or City to SAIC related to the Project. JPA further agrees that an additional payment of $74,651.64 (Seventy-four Thousand, Six Hundred Fifty-one Dollars and Sixty-four Cents) will be paid directly to SAIC's subcontractor PC Sports. JPA agrees to indemnify and hold harmless SAIC from and against any claim for payment made by PC Sports against SAIC related to the Project.

3. **Reimbursement to JPA.** SAIC acknowledges that the demobilization expense portion of the above payment includes partial reimbursement of office lease costs through December 2013. SAIC intends to wrap up its business obligations and vacate the leased premises by no later than October 31, 2011. However, in the event SAIC elects to remain in the premises beyond October 31, 2011, SAIC agrees to reimburse JPA $1,500 per month for each month SAIC occupies the premises through December 2013. SAIC further agrees that, to the extent SAIC obtains a sublease for the office space and/or receives any rent abatement from the landlord for lease to a new tenant, SAIC will pay to JPA one-half of the amount received for any such sublease and/or rent abatement payments through December 2013 unless the lease is earlier terminated.

4. **Release by SAIC.** In exchange for the payment set forth above, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, SAIC does for itself, its successors, assigns, parents, affiliates, subsidiaries, employees, officers and directors, forever release, remise and discharge JPA and its successors, assigns, elected and appointed officials, employees, officers and directors, of and from any and all actions, causes of action, liabilities, obligations, claims, demands, costs, expenses, fees and damages of any type whatsoever, whether known or unknown, defined or undefined, existing, claimed to exist, suspected or unsuspected, or which could ever hereafter arise, resulting from, arising out of or related in any way to the Contract and JPA's performance of its obligations thereunder.

5. **Release by JPA.** For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, JPA does for itself, its successors, assigns, elected and appointed officials, employees, officers and directors, forever release, remise and discharge SAIC and its successors, assigns, parents, affiliates, subsidiaries, employees, officers and directors, of and from any and all actions, causes of action, liabilities, obligations, claims, demands, costs, expenses, fees and damages of any type whatsoever, whether known or unknown, defined or undefined, existing, claimed to exist, suspected or unsuspected, or which could ever

hereafter arise, resulting from, arising out of or related in any way to the Contract and SAIC's performance of its obligations thereunder.

6. **Waiver of Future Claims.** SAIC and JPA hereby acknowledge that they may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, each of the Parties hereby waives and relinquishes any right, claim or cause of action that might arise as a result of such different or additional claims or facts, and each of the Parties acknowledges that it understands the significance and consequence of such release and such specific waiver under the law of the State of Nebraska. JPA represents and warrants that it assumed any and all claims of the City that may have existed against SAIC at the time the Contract was assigned from City to JPA, and accordingly, this Settlement and Release encompasses any and all claims that could have been made by City against SAIC under the Contract or related to the Project. SAIC represents and warrants that any and all claims that it could have made against City are encompassed in this Settlement and Release.

7. **Voluntary Agreement.** By signing this Agreement, the Parties represent and warrant that each has read the terms of this Agreement, that each understands and agrees to be bound by the terms of this Agreement, that each has had sufficient time to have this Agreement reviewed by legal counsel, and that each is knowingly and voluntarily entering into this Agreement. Each of the Parties hereby waives any claim that it was fraudulently induced, economically coerced, or otherwise coerced or wrongfully induced into entering into this Agreement.

8. **Pleading of Agreement as Bar to Suit.** Neither this Agreement nor anything in this Agreement shall be construed to be nor shall it be admissible in any proceeding as evidence of liability or wrongdoing by either of the Parties. The provisions of this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be brought in breach of this Agreement. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. Such introduction shall be pursuant to an order protecting its confidentiality, to the extent permitted by applicable law.

9. **Disputes.** The Parties agree and acknowledge that any dispute, claim or controversy of any kind or nature arising out of or relating to this Agreement, or the breach thereof, shall be resolved in a final and binding arbitration administered by the American Arbitration Association. Judgment upon the arbitration award may be entered in any court of competent jurisdiction.

10. **Authority and Nonassignment.** SAIC and City agree and acknowledge that none of the possible claims associated with the subject of this Agreement have been assigned, compromised, encumbered, or subrogated to any third party, and that each has the absolute right and authority, both express and implied, to agree to a release of such claims.

11. **No Reliance.** The Parties hereby acknowledge that each is relying on information available to it, and that each has not in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings whatsoever, whether made by the Parties or their counsel, which are not specifically set forth in this Agreement. The Parties expressly assume the risk that any information or understanding each currently holds as to any fact or law may be incorrect or erroneous.

12. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior or contemporaneous agreements, representations, warranties, statements, promises, and understandings, whether oral or written, with respect to the subject matter of this Agreement.

13. **Execution.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

14. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provisions or application and, to this end, the provisions of this Agreement are declared to be severable.

15. **Successors and Assigns.** This Agreement shall be binding in all respects upon and shall inure to the benefit of the Parties hereto, their respective agents, employees, representatives, administrators, elected and appointed officials, attorneys, insurers, lenders, shareholders, officers, directors, divisions, affiliates, partnerships, partners, joint ventures, parent and/or subsidiary corporations, assigns, heirs, and successors in interest.

16. **Headings.** The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

17. **No Presumption Against Drafting Party.** This Agreement and the provisions contained in this Agreement shall not be construed or interpreted for or against any party because that party drafted or caused the party's legal representative to draft any of the provisions.

18. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Nebraska, without regard to its laws relating to conflict or choice of laws.

19. **Authorized Representatives.** The Parties hereto represent and warrant that their representatives who sign this Agreement are duly authorized by all necessary corporate or governing board action to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by authorized representatives, as of the date and year first written above.

WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____

Its: _____

SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC

By: Frank R. Codispoti

Its: Executive Vice President

WH 11-80 Introduce: 10-6-11

RESOLUTION NO. WH- _____

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

That the attached Energy Services Agreement between the West Haymarket Joint Public Agency and District Energy Corporation to provide energy services to the West Haymarket Arena and related facilities is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Energy Service Agreement on behalf of the JPA.

The City Clerk is directed to return a fully executed original of the Agreement to Chris Connolly, Assistant City Attorney.

Adopted this _____ day of October, 2011.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Tim Clare

_____
Chris Beutler

ENERGY SERVICE AGREEMENT

Between

West Haymarket Joint Public Agency

And

District Energy Corporation

Energy Services to the
West Haymarket Arena

and related facilities

_____, 201__

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7007CON

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ENERGY SERVICE AGREEMENT

This Energy Service Agreement ("Agreement"), dated _____, 201__, is between West Haymarket Joint Public Agency ("Customer"), and District Energy Corporation ("DEC").

WITNESSETH:

WHEREAS, the Customer desires Energy Services (herein defined) at its Arena, located approximately at _____ and "R" Streets Lincoln, NE ("Premises"), together with such other buildings and facilities as the Customer may designate from time to time, and

WHEREAS, DEC is a nonprofit Nebraska corporation organized by The City of Lincoln, Nebraska and The County of Lancaster, Nebraska pursuant to (a) the Nebraska Interlocal Cooperation Act and (b) the Nebraska Nonprofit Corporation Act to provide Energy Services for sale to such buildings and projects as may be authorized from time to time; and

WHEREAS, in order for DEC to furnish such Energy Services to the Customer it is necessary, desirable and advisable that the Customer and DEC enter into an agreement for such service.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

1.01 <u>DEC</u>

means District Energy Corporation acting through its duly appointed board members, agents and employees acting within the scope of their duties and responsibilities.

1.02 <u>Energy Services</u>

means the delivery of thermal energy by DEC for the purpose of heating and cooling.

1.03 Service Piping

means the piping connecting the DEC distribution facilities to Customer's service pipe flange.

1.04 Point of Delivery

means the point where DEC supplies thermal energy to the Customer and which, unless otherwise agreed between DEC and the Customer, shall be the point where DEC Service Piping is joined to the Customer's service piping.

1.05 Meter

means the device or devices including all auxiliary equipment necessary to measure and register a thermal quantity (energy or demand) that is supplied by DEC to the Customer at a Point of Delivery.

1.06 Facilities

means the property and distribution systems equipment used by DEC to provide Energy Services to the Customer.

1.07 Parallel Production

means all forms of thermal energy which could operate in parallel with the Facilities. Such equipment may include, but is not limited to, heat-pumps, chillers or boilers, or geothermal loop field systems or facilities.

1.08 Facilities Investment Cost

means the total cost to DEC, including preliminary survey, design, material, equipment, labor, labor overheads, financing costs, interest during construction and administrative costs to build, install, modify or purchase Facilities or property in order to provide Energy Services and for the Customer.

ARTICLE 2
CONTRACT TERM

2.01 This Agreement shall remain in effect until the later of (a) a period of 20 years from its date of execution or (b) until all debt associated with the Facilities has been paid. Thereafter, this Agreement shall remain in effect on a year to year basis until either of the parties gives the other twelve month written notice of

termination of this Agreement, whereupon the Agreement shall terminate. Should the Customer be able and choose to terminate the Agreement at the end of 20 years, notice shall be given no later than the last day of the nineteenth year.

2.02 In the event of termination of Energy Services pursuant to 6.04 of this Agreement, the Customer shall remain obligated to pay DEC the greater of (a) the estimated cumulative Demand Charges (Facilities Financing), as defined in Exhibit A, for service throughout the remaining term of this Agreement, or (b) An amount estimated by DEC which represents the remaining unamortized portion of the Facilities Investment Cost made by DEC to serve the Customer.

2.03 On the termination of this Agreement and upon the written request of the Customer, if the Customer has paid in full all amounts due pursuant to this Agreement, DEC will convey and transfer the Facilities to the Customer by good and sufficient instrument of conveyance and will assign to the Customer all of its right, title and interest in and to the Facilities free and clear of all liens and encumbrances, except any encumbrances caused by default of the Customer, hereunder, and such conveyance and assignment shall be made without payment by the Customer of any other consideration therefore.

2.04 At any time during the term of the Agreement, the Customer shall have the option to purchase the Facilities upon such date as shall be specified by the Customer in a written notice provided to DEC not less than twelve months prior to the date specified for such purpose and upon payment of such amount as shall be necessary to discharge all debt incurred by DEC in connection with the Facilities in accordance with the instrument authorizing the issuance of such debt, together with all other amounts which are or may be or become due under this Agreement prior to the date specified for such purpose. Upon receipt of such notice and payment of such amounts, the Facilities shall be transferred to the Customer in the same manner and on the same conditions as provided in Section 2.03 above.

ARTICLE 3
AVAILABILITY AND CHARACTER OF SERVICE

3.01 The availability of Energy Services and the Facilities (to be used in providing Energy Services) shall be determined by the parties before connection to the Customer's system. DEC shall advise the Customer of the available capacity, pressure and temperature for Energy Services. The Customer shall

be responsible for operation, maintenance, replacement and renewal expenses on all Customer equipment.

ARTICLE 4
RATES AND CHARGES

4.01 The Customer shall pay the monthly charges as set forth in Exhibit A of this Agreement based upon the cost of service principles in Exhibit B. These charges are subject to adjustment by DEC from time to time based on cost of service. The Customer will be notified in writing of any changes.

4.02 Exhibit A – Energy Service-Rate Schedule may be modified by DEC at any time upon 60 days prior written notice to the Customer. Such revised Exhibit A shall replace the then current Exhibit A.

ARTICLE 5
DELIVERY POINT

5.01 DEC rates are based upon the supply of Energy Services to the entire Premises through a single delivery and metering point. If DEC agrees to supply Energy Service to more than one Point of Delivery, each Point of Delivery will be considered a separate service. Meter readings shall be combined for billing purposes. Equipment which can transfer load between separately metered Energy Services may be allowed with the consent of DEC.

ARTICLE 6
PAYMENT AND BILLING

6.01 Charges for Energy Services shall be calculated in accordance with Exhibit A using the data collected by the Meter(s).

6.02 DEC shall be paid monthly for Energy Services made available to the Customer. Payment is due and payable at the accounting office of DEC at P.O. Box 80869, Lincoln, NE 68501 upon the Customer's receipt of DEC's statement and is delinquent if not paid to DEC within twenty-three (23) days from the date rendered. Any overdue balance is subject to a late charge of one percent per month.

6.03 The Demand Charge will be billed monthly. The first Demand Charge monthly billing will commence _____, 201__.

6.04 Termination of Energy Services may occur for nonpayment of an undisputed bill over thirty (30) days in arrears. DEC will provide written notice of account status for service fifteen (15) days prior to termination of Energy Services. Causes for termination may also include, but shall be limited to, the following:

a. Without notice in the event of a condition determined by DEC to be hazardous.

b. Without notice in the event of use of Customer equipment in such a manner as to adversely affect the Facilities or Energy Services to others.

c. Without notice upon in the event of a violation of the provisions of Article 12.

d. Upon 30 days written notice for any other violation or noncompliance with this Agreement.

e. Upon 30 days notice for failure of the Customer to provide and maintain to DEC unobstructed access to the Facilities.

6.05 If reconnected after disconnection, DEC may include a charge covering the cost of restoring Energy Services including labor, material and equipment.

6.06 If the Customer questions the accuracy of the calculations of any statement for Energy Services, it shall be deemed to be a disputed bill. The Customer must present the disputed points in writing within 15 days to avoid termination. DEC will provide in writing a response to the disputed points within 15 days of the receipt of Customer's dispute. The DEC Board of Directors shall determine the final disposition of the dispute. The accuracy of the meter readings is covered in Article 9.04.

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7.01 Prior to connection with the Facilities, the Customer's piping and other equipment and controls must conform to DEC requirements or such other requirements of the applicable governmental authorities or local utilities. It is the Customer's responsibility to obtain from DEC and local utilities, for all mechanical and control equipment the maximum pressure, flow and temperature available at the Point of Delivery for use in Customer's design of the Customer's equipment.

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7.03 The Customer, without expense to DEC, shall provide or procure the easements necessary to furnish Energy Services to the Customer. DEC will not make installation of Service Piping until all necessary easements have been obtained.

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7.07 The Customer shall provide unrestricted access to a location on the DEC side of the Point of Delivery for the installation, maintenance and operation of DEC operated cutoff valves.

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8.01 DEC shall furnish all Meters required to measure the Energy Services supplied, and will keep such Meters accurate within the limits specified in 8.02.

8.02 Any meter used for billing purposes installed pursuant to the Agreement shall be tested by DEC at any reasonable time upon request by either party, at the requesting party's expense. If a Meter is found to violate tolerances set by equipment manufacturer's specifications or to be otherwise defective, it shall be repaired or replaced by DEC. Customer shall be afforded an opportunity to have its representative present during all testing which has been requested by the Customer.

8.03 If any test of the Meters discloses inaccuracy in excess of the equipment manufacturer's specifications, payments shall be adjusted for:

a. If the period can be determined, the actual period during which inaccurate measurements were made;

b. If the period cannot be determined, the adjustments shall be made for the previous month or from the date of the latest test (if within the previous month) and for the elapsed period in the month during with the test was made.

8.04 Should any Meter at any time fail to register or should the registration thereof be so erratic as to be meaningless, the amounts of Energy Services provided shall be determined from the best data available.

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9.01 The Customer shall be liable to DEC for all costs incurred in the relocation and repair of Facilities necessitated by construction work or grade changes on the property or required by other changes or circumstances beyond the control of DEC.

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11.01 The Customer shall only be allowed to interconnect thermal production equipment with the Facilities upon meeting DEC's Parallel Production requirements. Any unapproved Parallel Production installations with respect to any Energy Services shall be grounds for immediate disconnection of all Energy Services.

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12.01 This Contract shall not be assigned in whole or in part by the either party without the prior written approval of the other party. This contract shall be binding upon the successors and assigns of each party.

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INDEMNIFICATION

13.01 The Customer shall, to the extent and as permitted by law, indemnify and hold DEC and its directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent acts, errors, or omissions of the Customer or caused by the breach of any of the representations or warranties of the Customer herein arising out of or in connection with the delivery of Energy Services under this Agreement.

13.02 Under no circumstances shall DEC, its directors, officers, employees, contractors, or agents, be liable to the Customer for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages.

ARTICLE 14
NOTICES

14.01 Except as otherwise provided herein, any notices or communications permitted or required herein shall be deemed given where sent in writing by first class mail with sufficient postage affixed thereto to the following addresses of the parties. Notice shall be deemed to be given 3 days following the date such notice is delivered to the United States Postal System or upon the date of actual delivery to the Party if another delivery system is used.

a. If to the Customer:
555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to DEC:
District Energy Corporation
P.O. Box 80869
Lincoln, NE 68501
ATTN: DEC Management Contractor

ARTICLE 15
NONDISCRIMINATION

15.01 The Nebraska Fair Employment Practice Act prohibits contractors to the Customer and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. (48-1101 to 48-1125).

DEC's signature to this proposal is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of the agreement. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this agreement.

ARTICLE 16
VERIFICATION OF WORK ELIGIBILITY

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

ARTICLE 17
EXTENSION OF SERVICES

17.01 DEC and the Customer acknowledge that: (a) at the time of the execution and delivery of this agreement by the parties, the Customer has requested Energy Services only for the Arena; (b) the Customer may request Energy Services for other buildings and facilities in the future, and (c) such request may require additions and modifications to the Facilities and this agreement.

All terms and conditions associated with such additions and modifications to the Facilities, including modification of the rates and charges hereunder, shall be mutually agreed between DEC and the Customer prior to the delivery of such additional Energy Services. DEC shall not permit the use or sale of Energy Services to any person or entity, except the Customer, from the Facilities designed and constructed for the Customer, without the written consent of the Customer.

ARTICLE 18
ENTIRETY

18.01 This agreement and Exhibits A and B, are intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understanding, offers or other communications of every kind pertaining to the sale of Energy Services to the Customer by DEC are hereby superseded and replaced.

ARTICLE 19
FORCE MAJEURE

19.01 If DEC shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through strikes, lightning, rain, wind, riots, fire, flood, invasion, insurrection, civil commotion, accident, equipment failures, the order of any court, judge or civil authority, war, any act of God, the public enemy, or any other similar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, DEC shall be excused from whatever performance is prevented by such event to the extent so prevented, and DEC shall not be liable for any damage or loss resulting there from.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

By: _____
Chair

By: _____
Secretary

DISTRICT ENERGY CORPORATION

ATTEST:

By: _____
President

By: _____
Secretary

EXHIBIT A

DISTRICT ENERGY CORPORATION
ENERGY SERVICE RATE SCHEDULE
DATED: _____

APPLICABLE: The Customer will be placed on this rate upon the effective date of an Energy Services Agreement.

CHARACTER OF SERVICE: The character of Energy Service shall be as defined in ARTICLE 3 of the Energy Service Agreement.

BILL: Demand Charges + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + All Surcharges (if applicable); based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS typically range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates for a date agreeable with the DEC for final readings. There will be twelve billing periods per year.

RATE: (Estimated)

Demand Charge – Facilities Financing	$_____ per Billing Period
Demand Charge – Other.	$_____ per Billing Period
Commodity Charge for Chilled Water	$_____ per MMBTU for cooling thermal energy per Billing Period.
Commodity Charge for Hot Water.	$_____ per MMBTU for heating thermal energy per billing period

Upon request of Customer, DEC will, if practical, provide recorded energy consumption readings for the purpose of allocating Demand and Energy charges.

MINIMUM BILL: Demand Charge – Facilities Financing + Demand Charge - Other.

TERMS AND CONDITIONS:

1. Energy Services will be furnished subject to the DEC Energy Service Agreement.

2. TERMS OF PAYMENT – Bills are due in full 23 days after rendering. Charges are subject to all applicable State and Local sales tax.

EXHIBIT B

DISTRICT ENERGY CORPORATION
ENERGY SERVICE
COST OF SERVICE PRINCIPALS

For purposes of developing charges for Energy Services provided by the DEC, cost of service analysis will be conducted from time to time (typically annually). All expenses chargeable to or directly assigned to DEC will be separated into three major cost components – capacity, commodity and facility financing related. A fully distributed cost of service approach will be used as it relates historical costs of existing facilities with the normalized expenses that occur in an annual test period. Investments, operations, and maintenance expenses are functionally related to the three major components of cost.

The fully distributed costing method attempts to allocate the embedded costs associated with common facilities on an equitable basis. The costs, however, that are not common to all users will be assigned directly to the user responsible for their occurrence. Established standard utility cost of service methodology, will be utilized to assign costs to different types of services provided (i.e., chilled water, hot water, steam, etc.).

Capacity or demand related costs are those costs incurred by or related to the ownership, operation and maintenance of the physical plant used by DEC. Examples of capacity related costs include debt service coverage, the capacity portion of purchased energy expenses, and fixed operation and maintenance expenses on facilities.

Commodity related costs vary as a function of the amount of the commodity (hot water, chilled water, or steam) delivered by DEC. Examples of commodity related costs are those associated with fuel used in production of the thermal energy, electrical energy cost, and variable operations and maintenance costs. Energy allocation factors incorporating distribution losses will be applied as necessary.

Facility financing related costs include the debt service needed to finance construction and other capital requirements of the project.

The revenue requirement will be determined in order to trace the cost of production and delivery of energy in the various stages to its final use. The revenue requirement will be divided into:

1. Production – internal production, purchase contracts and other production expenses.

2. Distribution – expenses for operating the facilities needed to deliver the thermal energy to the customer.

3. Accounting expenses.

4. Customer related investment and operation and maintenance expenses.

5. Administrative and general expenses allocated to production, distribution and customer related functions.

Since costs may vary with time of use, time differentiated costing and rates may be developed. Marginal costing may be utilized in the development of the time differentiated cost of service analysis.

Once the total cost per class and per unit cost of different consumption levels have been determined, rates will be designed that recover revenues approximately equal to the cost incurred by each class which are fair, equitable and easily understood by the customers.

It is the intent that the rates designed would fully cover the total expenses of DEC.

WH 11-80

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. WH 11-80 in the following manner:

1. Substitute the attached Energy Service Agreement for the Agreement attached to Bill No. WH 11-80.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

Requested by: Chris Connolly

Reasons for Request: To establish start dates for Demand Charges and to identify the approximate location for delivery of energy services.

ENERGY SERVICE AGREEMENT

Between

West Haymarket Joint Public Agency

And

District Energy Corporation

Energy Services to the
West Haymarket Arena

and related facilities

_____, 201__

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ENERGY SERVICE AGREEMENT

This Energy Service Agreement ("Agreement"), dated _____, 2011, is between West Haymarket Joint Public Agency ("Customer"), and District Energy Corporation ("DEC").

WITNESSETH:

WHEREAS, the Customer desires Energy Services (herein defined) at its Arena, located approximately at 5th and "R" Streets Lincoln, NE ("Premises"), together with such other buildings and facilities as the Customer may designate from time to time, and

WHEREAS, DEC is a nonprofit Nebraska corporation organized by The City of Lincoln, Nebraska and The County of Lancaster, Nebraska pursuant to (a) the Nebraska Interlocal Cooperation Act and (b) the Nebraska Nonprofit Corporation Act to provide Energy Services for sale to such buildings and projects as may be authorized from time to time; and

WHEREAS, in order for DEC to furnish such Energy Services to the Customer it is necessary, desirable and advisable that the Customer and DEC enter into an agreement for such service.

NOW THEREFORE, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

1.01 <u>DEC</u>

means District Energy Corporation acting through its duly appointed board members, agents and employees acting within the scope of their duties and responsibilities.

1.02 <u>Energy Services</u>

means the delivery of thermal energy by DEC for the purpose of heating and cooling.

1.03 Service Piping

means the piping connecting the DEC distribution facilities to Customer's service pipe flange.

1.04 Point of Delivery

means the point where DEC supplies thermal energy to the Customer and which, unless otherwise agreed between DEC and the Customer, shall be the point where DEC Service Piping is joined to the Customer's service piping.

1.05 Meter

means the device or devices including all auxiliary equipment necessary to measure and register a thermal quantity (energy or demand) that is supplied by DEC to the Customer at a Point of Delivery.

1.06 Facilities

means the property and distribution systems equipment used by DEC to provide Energy Services to the Customer.

1.07 Parallel Production

means all forms of thermal energy which could operate in parallel with the Facilities. Such equipment may include, but is not limited to, heat-pumps, chillers or boilers, or geothermal loop field systems or facilities.

1.08 Facilities Investment Cost

means the total cost to DEC, including preliminary survey, design, material, equipment, labor, labor overheads, financing costs, interest during construction and administrative costs to build, install, modify or purchase Facilities or property in order to provide Energy Services and for the Customer.

ARTICLE 2
CONTRACT TERM

2.01 This Agreement shall remain in effect until the later of (a) a period of 20 years from its date of execution or (b) until all debt associated with the Facilities has been paid. Thereafter, this Agreement shall remain in effect on a year to year basis until either of the parties gives the other twelve month written notice of

termination of this Agreement, whereupon the Agreement shall terminate. Should the Customer be able and choose to terminate the Agreement at the end of 20 years, notice shall be given no later than the last day of the nineteenth year.

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2.04 At any time during the term of the Agreement, the Customer shall have the option to purchase the Facilities upon such date as shall be specified by the Customer in a written notice provided to DEC not less than twelve months prior to the date specified for such purpose and upon payment of such amount as shall be necessary to discharge all debt incurred by DEC in connection with the Facilities in accordance with the instrument authorizing the issuance of such debt, together with all other amounts which are or may be or become due under this Agreement prior to the date specified for such purpose. Upon receipt of such notice and payment of such amounts, the Facilities shall be transferred to the Customer in the same manner and on the same conditions as provided in Section 2.03 above.

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6.03 The Demand Charges will be billed monthly. The Demand Charge - Other monthly billing will commence September 1, 2013. The Demand Charge – Facilities Financing will commence no earlier than September 1, 2013, and, at the option of the Customer, may be extended up to September 1, 2014.

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INDEMNIFICATION

13.01 The Customer shall, to the extent and as permitted by law, indemnify and hold DEC and its directors, employees, contractors, and agents harmless from any damage, liability or cost to the extent caused by the negligent acts, errors, or omissions of the Customer or caused by the breach of any of the representations or warranties of the Customer herein arising out of or in connection with the delivery of Energy Services under this Agreement.

13.02 Under no circumstances shall DEC, its directors, officers, employees, contractors, or agents, be liable to the Customer for any indirect, special, incidental or consequential damages, including but not limited to, loss of revenue, loss of full or partial use of facility, cost of capital or other similar damages.

ARTICLE 14
NOTICES

14.01 Except as otherwise provided herein, any notices or communications permitted or required herein shall be deemed given where sent in writing by first class mail with sufficient postage affixed thereto to the following addresses of the parties. Notice shall be deemed to be given 3 days following the date such notice is delivered to the United States Postal System or upon the date of actual delivery to the Party if another delivery system is used.

a. If to the Customer:
555 S. 10th Street
Suite 300
Lincoln, Nebraska 68508

b. If to DEC:
District Energy Corporation
P.O. Box 80869
Lincoln, NE 68501
ATTN: DEC Management Contractor

ARTICLE 15
NONDISCRIMINATION

15.01 The Nebraska Fair Employment Practice Act prohibits contractors to the Customer and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. (48-1101 to 48-1125).

DEC's signature to this proposal is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of the agreement. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this agreement.

ARTICLE 16
VERIFICATION OF WORK ELIGIBILITY

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

ARTICLE 17
EXTENSION OF SERVICES

17.01 DEC and the Customer acknowledge that: (a) at the time of the execution and delivery of this agreement by the parties, the Customer has requested Energy Services only for the Arena; (b) the Customer may request Energy Services for other buildings and facilities in the future, and (c) such request may require additions and modifications to the Facilities and this agreement.

All terms and conditions associated with such additions and modifications to the Facilities, including modification of the rates and charges hereunder, shall be mutually agreed between DEC and the Customer prior to the delivery of such additional Energy Services. DEC shall not permit the use or sale of Energy Services to any person or entity, except the Customer, from the Facilities designed and constructed for the Customer, without the written consent of the Customer.

ARTICLE 18
ENTIRETY

18.01 This agreement and Exhibits A and B, are intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. All prior written or oral understanding, offers or other communications of every kind pertaining to the sale of Energy Services to the Customer by DEC are hereby superseded and replaced.

ARTICLE 19
FORCE MAJEURE

19.01 If DEC shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or through strikes, lightning, rain, wind, riots, fire, flood, invasion, insurrection, civil commotion, accident, equipment failures, the order of any court, judge or civil authority, war, any act of God, the public enemy, or any other similar cause reasonably beyond its exclusive control and not attributable to its neglect, then in any such event, DEC shall be excused from whatever performance is prevented by such event to the extent so prevented, and DEC shall not be liable for any damage or loss resulting there from.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

By: _____
Chair

By: _____
Secretary

DISTRICT ENERGY CORPORATION

ATTEST:

By: _____
President

By: _____
Secretary

EXHIBIT A

DISTRICT ENERGY CORPORATION
ENERGY SERVICE RATE SCHEDULE
DATED: _____

APPLICABLE: The Customer will be placed on this rate upon the effective date of an Energy Services Agreement.

CHARACTER OF SERVICE: The character of Energy Service shall be as defined in ARTICLE 3 of the Energy Service Agreement.

BILL: Demand Charges + Commodity Charge for Hot Water + Commodity Charge for Chilled Water + All Surcharges (if applicable); based on the rate in effect.

BILLING PERIOD: Under normal conditions, BILLING PERIODS typically range from 27 to 35 days. BILLS are rendered on the basis of the scheduled meter reading dates for a date agreeable with the DEC for final readings. There will be twelve billing periods per year.

RATE: (Estimated)

Demand Charge – Facilities Financing	$_____ per Billing Period
Demand Charge – Other.	$_____ per Billing Period
Commodity Charge for Chilled Water	$_____ per MMBTU for cooling thermal energy per Billing Period.
Commodity Charge for Hot Water.	$_____ per MMBTU for heating thermal energy per billing period

Upon request of Customer, DEC will, if practical, provide recorded energy consumption readings for the purpose of allocating Demand and Energy charges.

MINIMUM BILL: Demand Charge – Facilities Financing + Demand Charge - Other.

TERMS AND CONDITIONS:

1. Energy Services will be furnished subject to the DEC Energy Service Agreement.

2. TERMS OF PAYMENT – Bills are due in full 23 days after rendering. Charges are subject to all applicable State and Local sales tax.

EXHIBIT B

DISTRICT ENERGY CORPORATION
ENERGY SERVICE
COST OF SERVICE PRINCIPALS

For purposes of developing charges for Energy Services provided by the DEC, cost of service analysis will be conducted from time to time (typically annually). All expenses chargeable to or directly assigned to DEC will be separated into three major cost components – capacity, commodity and facility financing related. A fully distributed cost of service approach will be used as it relates historical costs of existing facilities with the normalized expenses that occur in an annual test period. Investments, operations, and maintenance expenses are functionally related to the three major components of cost.

The fully distributed costing method attempts to allocate the embedded costs associated with common facilities on an equitable basis. The costs, however, that are not common to all users will be assigned directly to the user responsible for their occurrence. Established standard utility cost of service methodology, will be utilized to assign costs to different types of services provided (i.e., chilled water, hot water, steam, etc.).

Capacity or demand related costs are those costs incurred by or related to the ownership, operation and maintenance of the physical plant used by DEC. Examples of capacity related costs include debt service coverage, the capacity portion of purchased energy expenses, and fixed operation and maintenance expenses on facilities.

Commodity related costs vary as a function of the amount of the commodity (hot water, chilled water, or steam) delivered by DEC. Examples of commodity related costs are those associated with fuel used in production of the thermal energy, electrical energy cost, and variable operations and maintenance costs. Energy allocation factors incorporating distribution losses will be applied as necessary.

Facility financing related costs include the debt service needed to finance construction and other capital requirements of the project.

The revenue requirement will be determined in order to trace the cost of production and delivery of energy in the various stages to its final use. The revenue requirement will be divided into:

1. Production – internal production, purchase contracts and other production expenses.

2. Distribution – expenses for operating the facilities needed to deliver the thermal energy to the customer.

3. Accounting expenses.

4. Customer related investment and operation and maintenance expenses.

5. Administrative and general expenses allocated to production, distribution and customer related functions.

Since costs may vary with time of use, time differentiated costing and rates may be developed. Marginal costing may be utilized in the development of the time differentiated cost of service analysis.

Once the total cost per class and per unit cost of different consumption levels have been determined, rates will be designed that recover revenues approximately equal to the cost incurred by each class which are fair, equitable and easily understood by the customers.

It is the intent that the rates designed would fully cover the total expenses of DEC.

WH 11-81 Introduce: 10-6-11

RESOLUTION NO. WH- _____

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

That the attached Amendment No. 1 to Letter Agreement between the West Haymarket Joint Public Agency and District Energy Corporation (DEC) providing for the DEC to reimburse the JPA for all funds provided by the JPA in an amount not to exceed $2 Million to fund DEC's preliminary cost to develop plans and specifications and cost estimates for facilities to heat and cool the Arena and other related facilities is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Amendment No. 1 on behalf of the JPA.

The City Clerk is directed to return a fully executed original of the Amendment No. 1 to Rick Peo, Chief Assistant City Attorney.

Adopted this _____ day of October, 2011.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Tim Clare

_____
Chris Beutler

AMENDMENT NO. 1
TO LETTER AGREEMENT

This AMENDMENT NO. 1 TO LETTER AGREEMENT ("Amendment No. 1"), dated October 6, 2011, is entered into by and between the **WEST HAYMARKET JOINT PUBLIC AGENCY** ("JPA") and **DISTRICT ENERGY CORPORATION** ("DEC").

RECITALS

1. The JPA and DEC entered into a Letter Agreement dated November 28, 2010, providing for JPA financing in an amount not to exceed $2,000,000 to enable DEC to develop plans, specifications, and estimates of costs for facilities ("Project") to heat and cool the Lincoln Haymarket Arena and, to the extent feasible, other buildings and facilities in the area located generally from "M" Street to "S" Street and 5th Street to 9th Street and known generally as the "West Haymarket Redevelopment Area" (collectively "Preliminary Costs").

2. At the time the Letter Agreement was entered into, the parties were uncertain as to whether the JPA or DEC would be the owner of the heating and cooling facilities. As a result of said uncertainty, a decision as to whether the JPA's funding of the Preliminary Costs would be paid back to the JPA under DEC ownership or become part of the JPA's capitalization cost under JPA ownership was deferred.

3. The parties have now determined that DEC will be the owner of the heating and cooling facilities and that the DEC will recover its cost of development and construction through energy service charges to be paid by the JPA pursuant to an energy services agreement to be entered into between the parties.

4. The parties therefore now desire to amend the Letter Agreement to provide that DEC will reimburse the JPA for all funds the JPA provided to DEC to pay for the Preliminary Costs of the Project.

NOW, THEREFORE, in consideration of the above Recitals and the mutual - covenants and agreements set forth in this Amendment No. 1, the JPA and DEC agree as follows:

Section 1. DEC agrees to reimburse the JPA for all funds the JPA has advanced to DEC to cover DEC's Preliminary Costs for the Project. Reimbursement of said JPA funding of the Preliminary Costs for the Project shall be paid to the JPA within thirty (30) days following DEC's issuance of its obligations and the receipt of funds for the design and construction of the heating and cooling facilities, but in no event not later than March 31, 2012.

Section 2. Except as modified by this Amendment No. 1, all other terms and conditions of the Letter Agreement shall remain in full force and effect.

ATTEST:

DISTRICT ENERGY CORPORATION

By: _____
Secretary

By: _____
President

ATTEST:

WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____
Secretary

By: _____
Chair

WH 11-82 Introduce: 10-6-11

RESOLUTION NO. WH- _____

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

That the attached Change Order No. 2 to the JPA's contract with Judd's Brothers which includes seven Work Change Directives modifying the contract quantities for various site prep construction line items; increases to quantities for demolition and petroleum soils removal; and decreases to quantities of granulated fill, dewatering, settlement plates and wells for a result of a decrease of total contract amount of $79,140.00 is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Change Order on behalf of the JPA.

The City Clerk is directed to return a fully executed original of the Change Order No. 2 to Rick Peo, Chief Assistant City Attorney.

Adopted this _____ day of October, 2011.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Tim Clare

_____
Chris Beutler

West Haymarket Joint Public Agency

CHANGE ORDER

PROJECT: Initial Site Prep

CHANGE ORDER NO.: 2

PROJECT ID #: 870703

CHANGE ORDER DATE: September 28, 2011

CONTRACTOR: Judd's Brothers

CONTRACT DATE: May 5, 2011

You are directed to make the following changes to the contract:

WCD30 - increased qty. of Demo waste (foundations)	$46,000.00
WCD31-increase qty. of petroleum contaminated soil	$359,500.00
WCD34-decrease qty. of abandonment of wells	(2,200.00)
WCD35-decrease qty. of settlement plates	(5,200.00)
WCD36-decreast qty. of dewatering	(8,490.00)
WCD37-decrease volume used on stockpiled soils	(318,750.00)
WCD38-decrease volume of gran. fill used	(150,000.00)
Total	**($79,140.00)**

The Original Contract Sum:	$	5,120,645.70
Net Change by Previously Authorized Change Order:	$	589,410.79
The Contract Sum prior to this Change Order:	**$**	**5,710,056.49**
The Contract Sum will be ~~(increased)~~(decreased)(~~unchanged~~):	$	79,140.00
The New Contract Sum including this Change Order:	**$**	**5,630,916.49**
The Contract Time will be (~~increased~~)(~~decreased~~)(unchanged):		0 days

Reviewed / Approved:

Randall A. Swalk

PC Sports

Date: 9/28/11

Kenton Rohen

Architect / Engineer of Record

Date: 9/28/11

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

Mayor Beutler

Date:

If over $100,000

JPA Approval

Date:

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Farris Engineering | Sinclair Hille | Davis Design

Work Change Directive

No. 030

Date of Issuance: Sept. 20, 2011

Project:	Owner:	Owner's Project No.:
Initial Site Preparation	Joint Public Agency	Project 870703
Consultant::		Consultant's Project No:
Lincoln Haymarket Infrastructure Team (LHIT)		Project 010-2431
Contractor:		Reference to Contractor's Request No.:
Judds Brothers Construction Co.		N/A

You are directed to proceed promptly with the following change(s):

Items	Description of Work Modification

Due to the amount of buried concrete foundations encountered it is necessary to increase the plan quantity of "Excavation of Construction and Demolition Waste" Line Item #160 by an estimated 2,300 Ton at the contract unit price of $20/Ton.

Attachments (list documents supporting change):

NONE

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 46,000.00 (increase/decrease) Contract Time N/A days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Kristin Rohrer	Date 9/21/11
Authorized/Approved for City of Lincoln by: Reviewed by Carl Blue	Date 9-23-2011
Authorized/Approved for PC Sports by: Randall A. Judds	Date 9/28/11
Approved by Owner (JPA), (if applicable):	Date:

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Work Change Directive No. 031

Date of Issuance: Sept. 20, 2011

Project:	Owner:	Owner's Project No.:
Initial Site Preparation	Joint Public Agency	Project 870703
Consultant::		Consultant's Project No:
Lincoln Haymarket Infrastructure Team (LHIT)		Project 010-2431
Contractor:		Reference to Contractor's Request No.:
Judds Brothers Construction Co.		N/A

You are directed to proceed promptly with the following change(s):

Items	Description of Work Modification

Due to the amount of "Petroleum Contaminated Soil" encountered during excavation of the site it is necessary to increase the plan quantity on Line Item #176 by an estimated 10,000 Ton at the adjusted contract unit price of $35.95/Ton.

Attachments (list documents supporting change):

NONE

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 359,500.00 (increase/decrease) Contract Time N/A (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Kenton Rohr	Date 9/21/11
~~Authorized/Approved for City of Lincoln by:~~ Reviewed by [signature]	Date 9-23-2011
Authorized/Approved for PC Sports by: Randall A. Avans	Date 9/28/11
Approved by Owner (JPA), (if applicable):	Date:

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Work Change Directive No. 034

Date of Issuance: Sept. 20, 2011

Project:	Owner:	Owner's Project No.:
Initial Site Preparation	Joint Public Agency	Project 870703
Consultant::		Consultant's Project No:
Lincoln Haymarket Infrastructure Team (LHIT)		Project 010-2431
Contractor:		Reference to Contractor's Request No.:
Judds Brothers Construction Co.		N/A

You are directed to proceed promptly with the following change(s):

Items	Description of Work Modification

Abandonment of Wells Line Item #106 is complete. Original count of 11 was reduced to 7. A credit of 4 wells to be abandoned at the unit price of $550/well will be deducted from the contract price.

Decrease to contract amount due to this WCD = **$2,200.00**

Attachments (list documents supporting change):

NONE

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 2,200.00 (increase/decrease) Contract Time N/A (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Kenton Rohrer	Date 9/21/11
~~Authorized/Approved for City of Lincoln by:~~ Reviewed by Carl Blair	Date 9-23-2011
Authorized/Approved for PC Sports by: Pardue A. Swart	Date 9/28/11
Approved by Owner (JPA), (if applicable):	Date:

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Farris Engineering | Sinclair Hille | Davis Design

Work Change Directive

No. 035

Date of Issuance: Sept. 20, 2011

Project:	Owner:	Owner's Project No.:
Initial Site Preparation	Joint Public Agency	Project 870703
Consultant::		Consultant's Project No:
Lincoln Haymarket Infrastructure Team (LHIT)		Project 010-2431
Contractor:		Reference to Contractor's Request No.:
Judds Brothers Construction Co.		N/A

You are directed to proceed promptly with the following change(s):

Items	Description of Work Modification

Placement of Settlement Plates Line Item #114 is complete. Original count of 21 was reduced to 8. A credit of 13 settlement plates at the unit price of $400 Ea. will be deducted from the contract price.

Decrease to contract amount due to this WCD = **$5,200.00**

Attachments (list documents supporting change):

NONE

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 5,200.00 (increase/decrease) Contract Time N/A days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Kenton Rohen	Date 9/21/11
~~Authorized/Approved for City of Lincoln by:~~ Reviewed by Chad Blue	Date 9-23-2011
Authorized/Approved for PC Sports by: Barbara Swartz	Date 9/28/11
Approved by Owner (JPA), (if applicable):	Date:

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Farris Engineering | Sinclair Hille | Davis Design

Work Change Directive

No. 036

Date of Issuance: Sept. 20, 2011

Project:	Owner:	Owner's Project No.:
Initial Site Preparation	Joint Public Agency	Project 870703
Consultant::		Consultant's Project No:
Lincoln Haymarket Infrastructure Team (LHIT)		Project 010-2431
Contractor:		Reference to Contractor's Request No.:
Judds Brothers Construction Co.		N/A

You are directed to proceed promptly with the following change(s):

Items	Description of Work Modification

Dewatering for installation of Sanitary Sewers Line Item #135 is complete. Original quantity was 926 L.F. of which 360 L.F. was utilized. A credit of 566 L.F. at the unit price of $15/L.F. will be deducted from the contract price.

Decrease to contract amount due to this WCD = **$8,490.00**

Attachments (list documents supporting change):

NONE

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 8,490.00 (increase/decrease) Contract Time N/A (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Kenton Rohr	Date 9/21/11
~~Authorized/Approved for City of Lincoln by:~~ Reviewed by Chel Blair	Date 9-23-2011
Authorized/Approved for PC Sports by: Randall A. Awanti	Date 9/28/11
Approved by Owner (JPA), (if applicable):	Date:

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Farris Engineering | Sinclair Hille | Davis Design

Work Change Directive

No. 037

Date of Issuance: Sept. 20, 2011

Project:	Owner:	Owner's Project No.:
Initial Site Preparation	Joint Public Agency	Project 870703
Consultant::		Consultant's Project No:
Lincoln Haymarket Infrastructure Team (LHIT)		Project 010-2431
Contractor:		Reference to Contractor's Request No.:
Judds Brothers Construction Co.		N/A

You are directed to proceed promptly with the following change(s):

Items	Description of Work Modification

Placement of Stockpiled Soils reused in Embankment Line Item #141 is complete. Original volume estimate was 76,000 C.Y.. Due to access issues to the stockpile area less than 25,000 C.Y. could be utilized. A credit of 51,000 C.Y. of Stockpiled Soils reused in Embankment at the unit price of $6.25/C.Y. will be deducted from the contract price.

Decrease to contract amount due to this WCD = **$318,750.00**

Attachments (list documents supporting change):

NONE

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 318,750.00 (increase/decrease) Contract Time N/A (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Kenton Rohrer	Date 9/21/11
Authorized/Approved for City of Lincoln by: Reviewed by [signature]	Date 9·23·2011
Authorized/Approved for PC Sports by: Randall A. Devaney	Date 9/28/11
Approved by Owner (JPA), (if applicable):	Date:

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Farris Engineering | Sinclair Hille | Davis Design

Work Change Directive

No. 038

Date of Issuance: Sept. 20, 2011

Project:	Owner:	Owner's Project No.:
Initial Site Preparation	Joint Public Agency	Project 870703
Consultant::		Consultant's Project No:
Lincoln Haymarket Infrastructure Team (LHIT)		Project 010-2431
Contractor:		Reference to Contractor's Request No.:
Judds Brothers Construction Co.		N/A

You are directed to proceed promptly with the following change(s):

Items	Description of Work Modification

Placement of Granular Material for Sub Grade Stabilization Line Item #163 is nearing completion. Original volume estimate was 8,550 Ton of which less than 3,000 Ton has been used. At this time a credit of 5,000 Ton is justified leaving a balance of 550 + Ton until close out of the project.

Decrease to contract amount due to this WCD = **$150,000.00**

Attachments (list documents supporting change):

NONE

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☒ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ 150,000.00 (increase/decrease) Contract Time N/A days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Kenton Rohrer	Date 9/28/11
~~Authorized/Approved for City of Lincoln by:~~ Reviewed by Chad Blahnik	Date 9-28-2011
Authorized/Approved for PC Sports by: Randall A. Judds	Date 9/28/11
Approved by Owner (JPA), (if applicable):	Date: