AGENDA FOR THE WEST HAYMARKET JOINT PUBLIC AGENCY(JPA)
TO BE HELD THURSDAY NOVEMBER 18, 2010 AT 3:00 P.M.

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

1. Introductions and Notice of Open Meetings Law Posted By Door (Chair Snyder)

2. Approval of the minutes from the JPA meetings held October 19, 2010 and November 10, 2010 (Chair Snyder)
   - (Staff recommendation is for the JPA Board to approve minutes as presented)

3. Public Comment and Time Limit Notification Announcement (Chair Snyder)

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

4. Approval of Payment Registers (Don Herz)
   - Public Comment
   - (Staff recommendation is for the JPA Board to approve the payment registers)

5. Review of the October 2010 Expenditure Reports (Don Herz)
   - Public Comment

6. Report on the November 17th sale of the WH JPA's Series 2010B and 2010C bonds in the amount or $100 million (Don Herz / Scott Keene)
   - Public Comment

7. Discussion of Insurance (Bill Kostner / Dan Marvin)
   - Public Comment

8. Discussion of the Letter to the JPA from Jim Martin, Benham-SAIC (Jim Martin)
   - Public Comment

9. Bill No. WH 10-16 Resolution to Approve the Assignment and Assumption Agreement Between the City of Lincoln and West Haymarket Joint Public Agency for the TEUP Contract and Amendments 1-5 with Olsson Associates (Rick Peo / Roger Figard)
   - Public Comment
   - (Staff Recommendation is for the JPA Board to Approve the Resolution)
10. Bill No. WH 10-17 Resolution to Approve Amendment No. 7 to the TEUP Contract with Olsson Associates (Rick Peo / Roger Figard)
    - Public Comment
    - (Amendment 6 was approved by the Board on August 13, 2010. Staff Recommendation is for the JPA Board to Approve Amendment 7.)

11. Bill No. WH 10-18 Resolution to Approve the Assignment and Assumption Agreement Between the City of Lincoln and West Haymarket Joint Public Agency for the SMG Agreement (Rick Peo)
    - Public Comment
    - (Staff Recommendation is for the JPA Board to Approve the Resolution)

12. Bill No. WH 10-19 Resolution to Approve a Letter of Agreement Between the West Haymarket Joint Public Agency and District Energy (Rick Peo)
    - Public Comment
    - (Staff Recommendation is for the JPA Board to Approve the Resolution)

13. Bill No. WH 10-20 Resolution to approve a Memorandum of Agreement between the West Haymarket Joint Public Agency and Nebraska Department of Environmental Quality (NDEQ) (Rick Peo / Miki Esposito)
    - Public Comment
    - (Staff Recommendation is for the JPA Board to Approve the Resolution)

14. Bill No. WH 10-21 Resolution to approve an Agreement between the West Haymarket Joint Public Agency and Olsson Associates for Construction Design Services for the Haymarket Infrastructure Design Project and authorizing the acquisition of all necessary rights-of-way, easements or other property interest in land by purchase if possible, condemnation if necessary, in order to implement those projects included within the Haymarket Infrastructure Design Project (Rick Peo / Vince Mejer)
    - Public Comment
    - (Staff Recommendation is for the JPA Board to Approve the Resolution)

15. Bill No. WH 10-22 Resolution authorizing AON Risk Solutions on behalf of the West Haymarket Joint Public Agency to bind the environmental liability insurance coverage being offered by ACE (Dan Marvin)
    - Public Comment
    - (Staff Recommendation is for the JPA Board to Approve the Resolution)

16. Set next meeting date: Thursday December 16, 2010 3:00 P.M. (Council Chambers Rm 112)

17. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
October 19, 2010

Meeting Began At: 5:07 P.M.

Meeting Ended At: 5:47 P.M.

Members Present: Chris Beutler, Tim Clare, Jayne Snyder

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

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

Item 2 – Approval of the Minutes from the JPA Meeting October 13, 2010

Snyder asked for any corrections or changes to the minutes from the JPA meeting on October 23, 2010. Hearing none, Clare motioned for approval of the minutes. Beutler seconded the motion. Motion carried 3-0.

Item 3 – Public Comment and Time Limit Notification

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

Item 4 – Approval of Payment Registers (Herz)

Don Herz brought forward the payment registers for the weeks ending October 6, 2010 and October 13, 2010. Most of the transactions are fairly routine with the exception of the $2 million payment to US Bank to repay the line of credit, followed by a $2,396 interest payment for the period of time the line of credit was outstanding. The line of credit was used to pay some of the operating expenses until the bond proceeds came in. It was also available for use for the Burlington transaction in case the first bond series had been delayed.

Clare asked if Herz anticipated keeping the line of credit open. Herz stated it would expire in two to three months and it will not be renewed.

Beutler made a motion to approve the payment registers. Clare seconded the motion. Motion carried 3-0.

Item 5 – Bill No. WH 10-03A Resolution to Approve the Assignment and Assumption Agreement Between Burlington Northern Santa Fe Railroad, the City of Lincoln and West Haymarket Joint Public Agency

Rick Peo came forward and gave the Board an updated version of the Assignment and Assumption Agreement. The primary difference is that Burlington Northern asked that the wording be changed to past tense to indicate that it is an existing agreement between the City and BNSF. The other change would make it certain that the Board won't have to come back and do additional assignment and assumptions for all of the agreements in the Master Exchange and C&M. Peo feels that the changes are minor and provide more discretion and favorable terms for the JPA. He asked that the Board approve the assignment and assumption agreement that he handed out today, designated as WH 10-03C. Peo also provided the Board with a redlined version of the agreement which showed the changes.

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

Clare expressed his discomfort in approving something that he had not seen until today. Peo explained that he is trying to close with BNSF on Friday in order to begin construction next week and the JPA Board does not meet again until November. These minor details did not arise until today when the Railroad indicated that these changes needed to be adopted in order to move forward. In reviewing the changes, Peo did not feel that they were substantive changes. He recommended with confidence that the Board adopt the matter.

Snyder noted that the legal team is moving forward as fast as they can. Those involved in property negotiations know that things can change overnight. She felt the Board should show confidence in the legal team asserting that these changes are minimal and not drastic. The City Council had concerns because some of them did not have time to review the material, which is not the case with this group. She asked that the Board move forward as quickly as possible because if construction doesn't get started this fall, it will put the project behind.

Beutler made a motion to approve WH 10-03C the Assignment and Assumption Agreement before the Board. Clare seconded the motion. Motion carried 3-0.

Item 6 – Bill No. WH 10-09 Resolution to Approve the Consultant Agreement with CSL Marketing Group for Professional Assistance in Providing Marketing Services for the West Haymarket Arena

Rick Peo provided the Board with a Substitute Motion to Amend No. 1. This substitute motion replaces the former Motion No. 1 and No. 2, combining them into a single document. Peo explained that after the second motion was prepared, he discovered that a little more protection on the sale and naming rights needed to be added. The substitute motion puts additional clarification in the consultant agreement that the JPA has the discretion to determine the appropriateness of naming rights on public facilities and public spaces. It also incorporates the Memo of Understanding between the City and University regarding this concept.

Clare noted that he looks forward to working CSL and encouraged them to utilize interns and other local talent in the community. Ben Wrigley of CSL came forward and agreed that they would benefit from having interns on board. CSL has also been talking with local people interested in helping on this project.

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

Clare asked Peo if UNL was being bound to cooperate with the naming rights and other marketing opportunities. Peo answered that there is mutual cooperation between the City, JPA and University which applies just to the arena. Peo wanted to broaden that out and include the West Haymarket area because there is a possibility that the garages or other public spaces might also have naming rights assigned to them. He wanted the JPA to have some control over those naming rights as well. Beutler noted that it is not changing anything in the relationship with the University but rather identifying that relationship to the consultant.

Beutler made a motion to adopt the Resolution to approve the Consultant Agreement with CSL Marketing Group, Bill number WH 10-09. Clare seconded the motion.
Beutler then made a motion to approve Substitute Amendment No. 1. Clare seconded the motion. Motion carried 3-0.
Beutler made a motion to adopt WH 10-09 as amended. Clare seconded the motion. Motion carried 3-0

Item 7 – Bill No. WH 10-13 Resolution to Delegate to Dan Marvin the Power to Execute, Receive and Acknowledge Documents and Agreements on Behalf of the West Haymarket Joint Public Agency

Peo explained to the Board that there has been a lot of discussion among staff about delaying this item in order to work out more of the details. However, some matters arose today that needed to be addressed at this time.

Included in the packets Peo distributed to the Board, are two amendments to the purchase and sales agreement with Union Pacific Railroad. The second amendment is to better define what their reservation of rights are. UP has an existing billboard and the early legal description said it was on UP property that won't be conveyed to BNSF. BNSF was concerned about this so UP agreed to amend their reservations rights to specifically identify the lot the billboard is on to show it is clearly outside of the property going to BNSF and does not cause any title problems.

The other item is a third amendment to that same purchase and sale agreement which requires an agreement for UP's construction of bridge improvements as part of the track relocation project. The person needed to sign this agreement for UP is not available, so this amendment is designed to clarify that this contract can be signed after the closing on the property. It doesn't affect the construction of the project as it will have to be executed by the end of the month.

Peo asked that the Board adopt a verbal resolution to authorize the JPA Chair to sign the second and third amendments to the purchase and sale agreements with UP as they are requirements for

closing. The Dan Marvin resolution can be delayed, but these two items need to be authorized for signature by the Chair.

In regards to the Dan Marvin Resolution, Snyder would like a discussion about how the Board would receive the information so that they know what is going on. That needs to be investigated before the next meeting. Clare added that he is okay with Marvin doing some of the administrative follow-up and signing those documents, but he is not comfortable with the language in the resolution. He would like to work with Peo on this as the current language in the Resolution doesn't accomplish what Peo is trying to do.

Clare made a motion to authorize the Chair to sign the second and third amendments to the purchase and sale agreements with Union Pacific Railroad. Beutler seconded the motion. Motion carried 3-0.

Item 8 – Bill No. WH 10-14 Resolution authorizing the issuance of not to exceed $100,000,000 of the Agency's General Obligation Facility Bonds, consisting of (a) not to exceed $67,965,000 principal amount of General Obligation Facility Bonds, Taxable Series 2010B (Build America Bonds – Direct Pay) and (b) not to exceed the Agency's allocation of General Obligation Recovery Zone Economic Development Facility Bonds, Series 2010C

Don Herz came forward and reminded the Board that this item was discussed at the last meeting. Due to the favorable interest environment, he felt it was prudent to move forward with a second bond issue and try to get it to market before Thanksgiving.

Lauren Wismer gave the Board a revised version of the adopting resolution. The edits to the document include formatting changes, the addition of the definition of facilities, and a revision to allow for the possibility of the City receiving an additional allocation of Recovery Zone Economic Development Bonds. The City has received approximately a $32 million allocation and continues to work at getting more. The advantage of Recovery Zone Bonds is that the interest subsidy is 45% as opposed to 35% on the Build America Bonds. This revision permits the maximum amount of Recovery Zone bonds to be issued with the necessary reduction in the amount of Build America Bonds so that the amount to be issued by the JPA would not exceed $100 million. The maximum true interest cost on the bonds has been set at 5.5% and the maturity date will be no later than December 31, 2045. The Finance Director would also be able to establish any additional accounts that would be desirable under the Facility Agreements. This resolution will permit the issuance of these bonds on terms that are most favorable to the City and JPA.

Scott Keene added that the parameters of this financing are the same as the earlier financing where bidders were limited to an underwriters discount not to exceed 1.5%, with at least 98% of the proceeds in their bid. The goal is to make this look as much like the prior financing as possible due to its success. Interest rates have improved a bit since the last financing but the expiration of the Build America Bonds and the Recovery Zone Economic Development Bonds is coming at the end of the calendar year. Keene is expecting to see a lot of activity in the market these last two months. Volume is expected to be very high with a lot of financings coming to market. The documents have been delivered to Moody's and Standard & Poor's with rating calls

planned for the first week of November. Keene anticipates posting all of the requisite information on their website by November 9th and holding the sale November 16th to allow for settlement on November 30th or December 1st.

Clare asked about the initial pro forma and when it showed the monies would be raised. He also inquired about what interest rate Keene and Herz are anticipating the second financing will receive. Herz answered that the original pro forma showed as much as $200 million being issued this year. It was thought that only the $100 million and $34 million Recovery Zone Bonds would be issued but due to the favorable interest rates he is now back to $200 million. Herz estimated a 5% cost of borrowing, however, he thinks the second financing will be in the same neighborhood as the 3.2% received in the first financing. Keene added that the savings against the initial plan and pro formas that were delivered would probably total $50 million if these rates hold.

Clare questioned why 5% was budgeted but the document says not to exceed 5.5%. Keene explained that the 5.5% was a level of caution that was used as a parameter in the first financing. He did not know where the market would go even though the pro formas had looked at 5% as a planned amount. Keene knew the rate would not be that high but felt there would be value to have some cushion to allow the financing to proceed even if it ended up as high as 5.5%. Fortunately it went the opposite direction and rates actually dropped after the Board approved that parameter.

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

Clare made a motion to approve the Bond Resolution. Beutler seconded the motion. Motion carried 3-0.

Item 9 – Bill No. WH 10-15 Resolution to Execute an Engagement Letter with BKD for Auditing Services for the Period of the JPA's Inception Through August 31, 2010

Herz stated that by approving this resolution the Board would be executing the attached engagement letter. He would like to have a financial audit completed annually at year's end. This first engagement would be for the period from the inception of the JPA through August 2010. There are not a significant amount of transactions to audit but the documents will need to be prepared in the format that will be used as the JPA goes forward, including the footnote disclosures and other similar things. Herz has determined that when the City wide financial statements are issued, the JPA needs to be folded in due to accounting factors. The JPA numbers need to be audited so that when they are inserted into the City's financial statements it can be noted that they are audited instead of unaudited.

Herz asked BKD to do this initial JPA audit because they are going to be doing the City audit and there are a lot of things to be worked in together. He thought it would be prudent to just have BKD do this 2 month audit and the Board then could determine this spring what to do on a long term basis. He intends to do a multi-year audit RFP at least through the construction period.

Snyder asked if the total fee shown is the total cost or if there would be another fee for the review of bond offerings. Herz explained that the bond review would only come into play if the JPA issued some additional bonds in 2012. Auditors typically want to come back and do a refresh if that occurs. If another bond resolution were brought forward, the Board would approve the bond and any associated costs, which is when this fee would apply. The actual audit cost is not to exceed $12,000.

Clare made a motion to approve the resolution. Beutler seconded the motion.
Motion carried 3-0.

Item 10 – Set Next Meeting Date: Tuesday November 18, 2010 3:00 P.M.

The next JPA Board meeting is scheduled for November 18, 2010 at 3:00 P.M.

Item 11 – Motion to Adjourn

Beutler motioned to adjourn. Clare seconded the motion. Motion carried 3-0. Meeting adjourned at 5:47.

Prepared by: Melissa Ramos-Lammli, Engineering Services

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
November 10, 2010

Meeting Began At: 4:05 P.M.

Meeting Ended At: 4:25 P.M.

Members Present: Tim Clare, Jayne Snyder, Chris Beutler

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

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

Item 2 – Selection of Construction Manager at Risk Firm for the West Haymarket Arena

Greg MacLean, Director of Public Works, came forward as the Chair of the Selection Committee for the Construction Manager at Risk for the West Haymarket Arena. He thanked the Board for this time to explain Selection Committee's part in this process and how the Committee came to its recommendation. In the selection process there are statutory requirements that have to be met as part of the RFP. The City of Lincoln Purchasing Department issued the RFP and there were four respondents. The Committee was required to interview three of the applicants but because all were qualified it was decided to interview all four. The four applicants were Sampson/Turner, Weitz/Hunt, Mortenson/Hampton and Kiewit Building Group Inc.

There are also statutory requirements that determined who must be members of the Selection Committee. The required members were: (1) Greg Maclean, Director of Public Works; (2) Vince Mejer, Purchasing Agent for Lincoln/Lancaster County; (3) Eugene Carroll, City Council Representative; (4) Roger Figard, City Engineer; (5) Linda Wilson, former City Councilwoman and Member of the Public Building Commission; and (6) Dan Muhleisen, resident of Lincoln. In addition to the required members it was decided to include following people: (7) Don Herz, City Finance Director; (8) Mark Boehm, University of Nebraska Athletics; (9) Jim Martin, West Haymarket Program Manager; (10) Dan Marvin, West Haymarket Project Administrator; and (11) Trish Owen, Mayor's Deputy Chief of Staff.

The Committee Members read all of the RFP submissions which include background information, approach, key members of the team and financial information. All four firms were given 2 hour interviews by the Committee. The Committee ranked the teams using criteria set forth by State Statute. MacLean distributed a summary of the rankings to the Board. The spreadsheet shows the rating criteria, the maximum amount of points for each criteria, the scores given by the Committee members and the firm's total score. When the scores were averaged, Mortenson/Hampton and Sampson/Turner ended up in a statistical dead heat. The Committee

forwarded these scores to the Mayor. The Mayor was then required to do his own analysis of the firms.

Clare asked if the rating criteria was based on State Statute or if the committee came up with it on their own. MacLean responded that the City has a policy and EO that is based on State Statute. There is some flexibility with the number of points that can be assigned for each of the criteria but they must total 100 points.

Mayor Beutler thanked the Board for the time to discuss his portion of the process. State Statute requires the Mayor to do his own analysis and use the Selection Committee's recommendation as a part of that analysis. There were eleven good people on the Selection Committee and their recommendation meant a great deal to the Mayor and was an important piece of his analysis. Mayor Beutler read the proposals, called references and talked to a number of Selection Committee members. He also visited 5 different arenas, a couple of which were built by the two leading candidates.

Mayor Beutler explained that even after focusing on the Selection Committee's top two candidates it took a while to determine the top firm. Each team gave excellent presentations and has excellent personnel. Everyone agreed that the City was blessed with four firms that could complete the arena quite competently. What ultimately lead to the Mayor's recommendation of the Mortenson/Hampton team centered around two things. The first factor was that the arena be completed on time. Mortenson has critical experiences dealing with railroads and specifically with Burlington Northern. A great example of that is the Minnesota Twins ball park, Target Field, in Minneapolis. That project involved Mortenson building a promenade deck and a portion of the stadium seating over a BNSF main line with 14 commuter trains going by each day during construction. The Mayor felt that experience gave Mortenson a slight edge in terms of completing this project on time. The other factor that the Mayor considered was in regards to the budget. On the sheets that were provided by Greg MacLean, it is noted that the Mortenson/Hampton initial cost estimate was by far the lowest. Although the costs will be assessed in stages as the design work is done, the Mayor felt there was some meaning in the way that Mortenson/Hampton made an effort to keep the initial costs down.

Snyder expressed that the interest by four wonderful companies to build the arena make her proud to be a citizen of Lincoln, Nebraska. It says something about Lincoln these firms would want to come here and be involved in this project. She feels that Mortenson/Hampton will help this project come in on time and under budget.

Clare thanked the firms that took the time to submit a bid as he knows how time consuming that process can be. He also thanked to those that served on the Selection Committee. Clare stated that he is equally proud of the process as of the end result. The process not only looked at every possible angle, situation and scenario but has been very open and transparent. He wants to not only have an outstanding facility, but one that the City can be proud of.

Snyder opened the meeting for public comment. No one came forward.

Beutler made a motion for the JPA to ratify the selection of Mortenson/Hampton as the Construction Manager at Risk for the West Haymarket Arena. Clare seconded the motion. Motion carried 3-0.

Item 3 – Set Next Meeting Date: Tuesday November 18, 2010 3:00 P.M.

The next JPA Board meeting is scheduled for Tuesday November 18, 2010 at 3:00 P.M.

Chair Snyder adjourned the meeting at 4:25.

Prepared by: Melissa Ramos-Lammli, Engineering Services

West Haymarket JPA Check Register
10/14/10 through 10/20/10

Supplier Number	Name	Remark	Do Ty	Document Number	Amount	Check Date	Check Number
38391	Lincoln Journal Star	JPA Budget Hearing Ad Chg	PV	1225821	13.57	10/14/10	00040033
38391	Lincoln Journal Star	JPA Eng/Arch RFP ad	PV	1225822	28.26	10/14/10	00040033
90229	State of Nebraska	VCP app & oversight	PV	1227369	5,000.00	10/20/10	00431189
360292	Noohznik, L.P.	325 N 5th St	PV	1227866	17,000.00	10/20/10	00431191
390230	Magdalene A Franssen	408 Q St	PV	1227865	17,000.00	10/20/10	00431192
Grand total					39,041.83		

West Haymarket JPA Check Register
10/21/10 through 10/27/10

Supplier Number	Name	Remark	Do Ty	Document Number	Amount	Check Date	Check Number
139758	Union Pacific Railroad	Haymarket property purchase	PV	1229274	1,254,232.06	10/22/10	00021227
136602	Karen Sieckmeyer	Const mgr intr	PV	1229230	92.86	10/27/10	00431364
77921	County/City Property Management	Postage 09/10	PV	1229120	4,403.48	10/27/10	00431767
97885	Copy Services	Photocopies	PV	1228993	168.96	10/27/10	00431768
98642	Information Services	DP Service 08/10	PV	1228983	74.18	10/27/10	00431769
98642	Information Services	Cabling/Purchasing Remodel	PV	1228983	585.33	10/27/10	00431769
98642	Information Services	DP Service 09/10	PV	1228984	64.18	10/27/10	00431769
108417	Citizen Information Center	JPA/Arena 9-9/9-23-10 video	PV	1228986	90.00	10/27/10	00431770
Grand total					1,259,711.05		

West Haymarket JPA Check Register
10/28/10 through 11/03/10

Supplier Number	Name	Remark	Do Ty	Document Number	Amount	Check Date	Check Number
59029	Cornerstone Printing & Imaging	BNSF Master/Exchange Exhibi	PV	1228987	317.24	10/28/10	00040361
90958	Moody's Investors Service	WH Facility Bonds 2010A	PV	1229899	37,500.00	11/03/10	00432263
139758	Union Pacific Railroad	Track work #3	PV	1230221	10,955.21	11/03/10	00432264
308161	Midwest Right of Way Services Inc	Relocations	PV	1230220	136.00	11/03/10	00432265
591846	Marvin Investment Management Co	Program Admin 9/16/10-10/15/10	PV	1229903	6,800.00	11/03/10	00432266
595784	UNF Charitable Gift Fund	Arena	PV	1229629	1,093,049.44	11/03/10	00432267
595784	UNF Charitable Gift Fund	Eng (Olsson's)	PV	1229629	365,179.79	11/03/10	00432267
Grand total					1,513,937.68		

West Haymarket JPA Check Register
11/04/10 through 11/10/10

Supplier Number	Name	Remark	Do Ty	Document Number	Amount	Check Date	Check Number
37233	Olsson Associates	9/12-10/2/10	PV	1230218	30,547.58	11/04/10	00040482
43983	Speece-Lewis Engineers Inc	Sept survey,#10-116	PV	1230219	1,547.79	11/04/10	00040490
Grand total					32,095.37		

City of Lincoln, NE
West Haymarket
Construction Expenditure Report
As of October 31, 2010

	Total Budget	Expend.	Encumb.	Available Balance
00951 West Haymarket Capital Proj				
870000 WH West Haymarket Park		647,130		647,130-
870100 WH Arena	168,895,600	1,093,073		167,802,527
870200 WH Parking	30,644,420			30,644,420
870300 WH Roads	18,181,680			18,181,680
870301 WH Sun Vlly-Chrlston & Brdg		31,018		31,018-
870302 WH "M"&"N" St, 9th & 10th St		28,098		28,098-
870303 WH Arena Drive				
870304 WH Canopy Road				
870305 WH "P", "Q", & "R" Streets				
870306 WH Traffic Analysis				
870400 WH Pedestrian Ways	10,121,746			10,121,746
870500 WH Utilities	5,852,280			5,852,280
870501 WH Sanitary Sewer Relocation		1,102		1,102-
870600 WH Environmental	6,003,600	90		6,003,510
870601 WH NDEQ T-200				
870602 WH Voluntary Clean-up Progrm		5,000		5,000-
870603 WH Environmental Contngy Pln				
870604 WH Other/Miscellaneous				
870700 WH Dirt Moving	9,023,160			9,023,160
870800 WH TIF Improvements	5,515,693			5,515,693
870900 WH Site Purchase	12,873,400	203		12,873,197
870901 WH BNSF Land Acquisition	1,000,000	32,422		967,578
870902 WH Alter Site Purchase		2,658		2,658-
870903 WH Jaylynn Site Purchase		4,076		4,076-
870904 WH UP Site Purchase		1,317,502		1,317,502-
870905 WH BNSF Const, Rehab, Reloc	44,000,000			44,000,000
870950 WH Other Costs	4,200,000			4,200,000
870975 WH Miscellaneous	5,160,000			5,160,000
870976 WH Line of Credit		52,500		52,500-
870977 WH Series 1 JPA Debt		1,535,168		1,535,168-
870978 WH Series 2 JPA Debt				
870979 WH Series 3 JPA Debt				

As of October 31, 2010

	Total Budget	Expend.	Encumb.	Available Balance
00951 West Haymarket Capital Proj				
.	321,471,579	4,750,040		316,721,539
00951 West Haymarket Capital Proj	321,471,579	4,750,040		316,721,539

City of Lincoln, NE
West Haymarket JPA
Operating Expenditure Report
As of October 31, 2010

00950 West Haymarket Reven
06095 W Haymarket O & M

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue						
06095 W Haymarket O & M						
11 Materials & Supplies						
5221 Office Supplies					234	234-
5261 Postage	5,000			5,000	4,759	241
5323 Bldg Maint Supplies					125	125-
11 Materials & Supplies	5,000			5,000	5,118	118-
12 Other Services & Charges						
5621 Misc Contractual Services	330,612			330,612	13,216	317,396
5624 Auditing Service	12,000			12,000		12,000
5631 Data Processing Service					138	138-
5632 System Develop - I.S.	20,000			20,000		20,000
5633 Software					979	979-
5642 Legal Services	20,000			20,000	4,337	15,663
5643 Management Services	92,043			92,043	20,400	71,643
5725 Mileage - Personal Vehicles	1,000			1,000		1,000
5762 Photocopying	1,000			1,000	181	819
5763 Printing					317	317-
5829 Telephone	1,000			1,000		1,000
5928 Rent of Co/City Bldg Space	1,900			1,900		1,900
5952 Advertising/Media Serv	1,500			1,500	467	1,033
12 Other Services & Charges	481,055			481,055	40,035	441,020
13 Capital Outlay - Equipment						
6069 Data Processing Equipment	4,500			4,500	2,461	2,039
6072 Furniture & Fixtures	11,000			11,000		8,242
13 Capital Outlay - Equipment	15,500			15,500	2,461	10,281
06095 W Haymarket O & M	501,555			501,555	47,614	451,183

00950 West Haymarket Reven
195011 JPA 2010A Debt Servi

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
195011 JPA 2010A Debt Servic						
15 Debt Service						
6236 Note Principal					2,000,000	2,000,000-
6237 Note Interest					2,397	2,397-
15 Debt Service					2,002,397	2,002,397-
195011 JPA 2010A Debt Servic					2,002,397	2,002,397-
00950 West Haymarket Revenue	501,555			501,555	2,050,011	1,551,214-

The Benham Companies, LLC
220 The Apothecary
140 N. 8th Street
Lincoln, NE 68508

www.benham.com
www.saic.com

November 8, 2010

The Joint Public Agency
West Haymarket Redevelopment Program
Lincoln, Nebraska

Honorable Members of the Agency:

Over our 100 year history, The Benham Companies has experienced a number of key events that have been beneficial to our success. The last significant change took place in 2007 when we were acquired by Science Applications International Corporation (SAIC). In taking another positive step forward, we are pleased to announce that Benham is formally becoming **SAIC Energy, Environment & Infrastructure, LLC**.

The name change is an acknowledgement of the size, strength, and diversity of the entire SAIC group – making "SAIC" the cornerstone of our branding worldwide. Although our name is changing, we will continue to emphasize our core expertise in architecture and engineering design, DesignBuild, environmental, systems engineering and integration, transportation design, energy management, and advanced communications systems. We will also take advantage of the full range of SAIC's diversified capabilities and experience as one integrated organization. These capabilities include project financing, economic analysis and feasibility studies, energy management and demand reduction services, clean and renewable energy technologies, and a multitude of related services.

Our long-standing vision and direction for the company remains consistent and our ability to serve our clients only becomes stronger as a result of our added expertise. We will continue to be a solutions-based firm that provides a full range of services focused on our clients' needs. Our enduring principles of genuine service, innovation, and value delivered to our clients will continue to guide us. We are excited about the future and look forward to strengthening our working relationship with you. I am

Respectfully yours,

Jim Martin
Senior Program Manager
SAIC Energy, Environment & Infrastructure, LLC

WH 10-16 Introduce: 11-18-10

RESOLUTION NO. WH- _____

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

That the West Haymarket TEUP Assignment and Assumption Agreement, which is attached hereto between the City of Lincoln, Nebraska (City), Olsson Associates Inc. and the West Haymarket Joint Public Agency (JPA) providing for the City, as assignor, to assign and for the JPA, as assignee, to assume all of the City's rights, interests, duties and obligations under the Agreement, as amended by Amendment Nos. 1 - 5 (TEUP Agreement), between the City of Lincoln and Olsson Associates Inc. for completion of a West Haymarket Transportation Environmental and Utilities Plan, is hereby accepted and approved and the Chairperson of the Board of Representatives is hereby authorized to execute said West Haymarket TEUP Assignment and Assumption Agreement on behalf of the West Haymarket Joint Public Agency.

Introduced by:

_____

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

_____
Legal Counsel for
West Haymarket Joint Public Agency

_____
Jayne Snyder, Chair

_____
Tim Clare

_____
Chris Beutler

WEST HAYMARKET TEUP
ASSIGNMENT AND ASSUMPTION AGREEMENT

This West Haymarket TEUP Assignment and Assumption Agreement ("Assignment") is made and entered into as of the _____ day of _____, 2010, between the **City of Lincoln, Nebraska,** a municipal corporation ("City") and the **West Haymarket Joint Public Agency**, a political subdivision and corporate body politic of the State of Nebraska ("Agency").

RECITALS

I.

The Agency has been created and established by and between the University of Nebraska and the City of Lincoln pursuant to the Joint Public Agency Act, (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, the "Act"), by entering into the Joint Public Agency Agreement creating the West Haymarket Joint Public Agency.

II.

A Certificate of Creation of the West Haymarket Joint Public Agency has been issued by the Secretary of State of the State of Nebraska in accordance with the Act.

III.

The Agency has been formed for the purpose of (a) constructing, equipping, furnishing and financing public facilities in the West Haymarket area of the City including but not limited to (1) a sports/entertainment arena (the "Arena"), (2) roads, streets and sidewalks, (3) a pedestrian grade separation, (4) public plaza space, (5) sanitary sewer mains, (6) water mains, (7) electric transmission lines, (8) drainage systems, (9) flood control, (10) parking garages and (11) surface parking lots (collectively, the "West Haymarket Facilities"), and (b) to (1) acquire land and to relocate existing businesses, and (2) undertake environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities, (c) issuing bonds to finance the same (the "Bonds"), (d) providing for the operation, maintenance and management of the Arena and related facilities, (e) collecting revenues,

rents, receipts, fees, payments and other income related to the Arena, (f) levying a tax, as required and as provided by the Act and the JPA Agreement to pay the principal or redemption price of and interest on the Bonds, when and as the same shall become due; and (g) exercising any power, privilege or authority to provide for the acquisition, construction, equipping, furnishing, financing and owning such capital improvements or other projects upon or related to any of the Projects as shall be determined by the governing body of the Agency to be necessary, desirable, advisable or in the best interests of any of the Participants in the manner and as provided by the Act.

IV.

The Agency and the City have entered into a Facilities Agreement dated July 26, 2010, providing that the Agency pay the costs of acquiring and constructing each of the Projects for and on behalf of the City and that the Agency issue Bonds for such purposes, subject to certain funding obligations of the City.

V.

In order to carry out the above purpose of the Agency and its obligations under the Facilities Agreement, the parties desire that the City, as Assignor, assign to the Agency, as Assignee, and for Agency, as Assignee, to assume all of the City's rights, interests, duties, and obligations under the Agreement approved by Executive Order No. 80944, as amended by Amendment Nos. 1 - 5 to (Executive Order Nos. 81229, 81873, 82169, 82588 and 82815 respectively) between the City of Lincoln and Olsson Associates, Inc., to complete a West Haymarket Transportation, Environmental and Utilities Plan (TEUP Agreement).

NOW, THEREFORE, in consideration of the above Recitals, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. City does hereby sell, assign, transfer, and convey to Agency all of the City's rights, title and interest in and to and under the TEUP Agreement referred to above, and Agency shall be entitled to exercise such rights without the prior consent or permission of City.

2. Consent to Assignment. Olsson Associates, Inc. does hereby consent to the assignment of the TEUP Agreement and Olsson Associates, Inc. agrees to have the bonds and insurance associated with such Agreement reissued to the benefit of the Agency.

3. Assumption. Agency does hereby assume and covenant and agree to fully, completely, and timely perform, comply with, and discharge each and all of the obligations, duties and liabilities of the City under said Agreement. Agency shall fully and completely indemnify and hold City harmless from and against the performance of any and all duties and obligations that arise after the date hereof that are imposed on City under the terms and provisions of the Agreement.

4. Future Performance of City. City agrees to cooperate fully with Agency and to assist Agency in exercising Agency's rights under the Agreement if such assistance becomes necessary or desirable in order for Agency to fully realize the benefits of which Agency is entitled under this Assignment, including the making, executing, and delivering of any documents or instruments or the giving or granting of any permission, waiver, or consent so long as such assistance or action does not subject City to liability solely by reason thereof and so long as Agency reimburses City for the reasonable value of any out-of-pocket costs.

IN WITNESS WHEREOF, the parties hereto have executed this West Haymarket TEUP Assignment and Assumption Agreement as of the ____ day of _____, 2010.

City of Lincoln, Nebraska
a municipal corporation

ATTEST:

_____
City Clerk

By: _____
Chris Beutler, Mayor of Lincoln

West Haymarket Joint Public Agency
Board of Representatives

By: _____
Jayne Snyder, Chairperson

Olsson Associates, Inc.

By: _____
Title:_____

80944

Smart # 08040038

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER

A/A

EXECUTIVE ORDER

NO. 080944

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE CITY OF LINCOLN, NEBRASKA:

I hereby approve and execute on behalf of the City of Lincoln a Consultant Agreement with **OLSSON ASSOCIATES, INC. for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP), Spec No. 08-027**, for the Planning Department.

The City Clerk is hereby directed to return a signed copy of this Executive Order and Consultant Agreement to Kent Morgan, Assistant Director of the Planning Department for delivery to Olsson Associates, Inc.

Dated this 10 day of April, 2008.

Chris Beutler, Mayor

Approved as to Form & Legality:

Nikki Esposito
Chief Assistant City Attorney

Approved:

Finance

Approved:

Planning

80944

CONSULTANT AGREEMENT

THIS AGREEMENT is entered into this 10 day of April, 2008, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City" and Olsson Associates, Inc., hereinafter referred to as "Consultant."

RECITALS

A.

The City proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP) as described in Exhibit A, *Scope of Services* and Exhibit B, *Time of Performance*, attached hereto and incorporated herein by reference ("Consultant Services").

B.

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

C.

Consultant hereby represents that Consultant is willing and able to perform the Consultant Services in accordance with this Agreement and Exhibits A and B.

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

I.

EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ Consultant to perform the Consultant Services and Consultant hereby agrees to perform said Consultant Services more particularly described in Exhibits A and B.

II.

ADMINISTRATOR OF AGREEMENT

Kent Morgan, Assistant Director of the City's Planning Department, shall be the City's representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. John S. Olsson, P.E. is the Project Manager for the Consultant and will supervise and be in charge of the performance of all Consultant Services set forth in this Agreement and Exhibits A and B.

III.

CONSULTANT SERVICES

Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the Consultant Services set forth in this Agreement and Exhibits A and B.

IV.

TERMS OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this Agreement, but in no event shall such term exceed one (1) year.

V.

COMPENSATION

The City agrees to pay Consultant for the Consultant Services a sum not to exceed one million two hundred and fifty thousand dollars and zero cents ($ 1,250,000.00). Progress payments based upon time and expense as shown by monthly invoices for the Consultant Services performed shall be payable *[monthly]* upon receipt of supporting documentation acceptable to the City for the Consultant Services completed. All payments will be made to the Consultant.

Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment to the Consultant.

VI.

SERVICES TO BE CONFIDENTIAL

All Consultant Services, including reports, documents, opinions and information, furnished pursuant to this Agreement or Exhibits A and B shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City without the prior written approval of the City. However, if the Consultant is required by law to disclose the Consultant Services furnished pursuant to this Agreement or Exhibits A and B, the Consultant agrees to provide the City with notice prior to making such disclosure. This Article shall survive any termination of this Agreement.

VII.

NON-RAIDING CLAUSE

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

VIII.

TERMINATION OF AGREEMENT

A. This Agreement may be terminated by either party for substantial breach by the other party upon at least ten days written notice.

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

If the Agreement is terminated by either the City or Consultant as provided in paragraph A or B above, Consultant shall be paid for all Consultant Services performed and reimbursable expenses incurred up to the date of termination not to exceed the maximum agreed upon amount set forth in Article V of this Agreement. Except as provided in this Article in the event of termination, Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement.

The Consultant also agrees that, in the event of termination, all Consultant Services performed, all information provided by Consultant to the City, and all information provided by the City to the Consultant, pursuant to this Agreement or Exhibits A or B, shall remain confidential pursuant to the terms in Article VI above and shall not be provided to any person without the prior written approval of the City. However, if the Consultant is required by law to disclose the Consultant Services furnished pursuant to this Agreement or Exhibits A or B, the Consultant agrees to provide the City with notice prior to making such disclosure.

Consultant further agrees that if the Agreement is terminated due to Consultant's substantial breach, the Consultant shall not be employed by any developer or other party who is or may be interested in the Consultant Services, or interested in the decisional process relating to the application of such findings as may result from the tasks performed pursuant to this Agreement or Exhibits A and B for a period of one (1) year after such termination, without prior written approval of the City.

IX.

PERMITS

Consultant will assist the City in applying for permits and approvals normally required by law for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the planning documents or other services normally provided by Consultant and included in the Consultant Services identified in this Agreement and Exhibits A and B.

X.

ADDITIONAL SERVICES

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

XI.

EQUAL EMPLOYMENT AND FAIR LABOR PRACTICES

In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age or marital status. In the employment of persons, Consultant shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age or marital status. Consultant shall submit an affirmative action program information sheet to the City pursuant to City of Lincoln Executive Order No. 38000 upon a form prescribed by the City. Failure of Consultant

to abide by the terms and conditions of the affirmative action program as approved during the contract period shall be deemed to be a substantial and willful violation of this Agreement and may result in termination of this Agreement. Consultant shall maintain fair labor standards in the performance of this Agreement as required by Chapter 73, Nebraska Reissue Revised Statutes of 1943 (as amended).

XII.

ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, except for the work of the subconsultants identified in this Agreement or Exhibits A and B, delegate any duties or work required under this Agreement or Exhibits A and B, nor transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from City under this Agreement maybe assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

XIII.

INTEREST OF CONSULTANT

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

XIV.

OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of City.

City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials. However, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant or Consultant's independent professional associates or consultants, and the City shall indemnify and hold harmless Consultant and Consultant's independent professional associates or consultants from all clams, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon between the City and Consultant.

XV.

COPYRIGHTS, ROYALTIES & PATENTS

Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights.

Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement.

XVI.

COPYRIGHT; CONSULTANT'S VERIFICATION

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

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

XVII.

INSURANCE AND HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by Consultant or anyone directly or indirectly employed by Consultant or anyone for whose acts any of them may be liable. This section will not require Consultant to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.

The Consultant agrees to maintain such insurance coverage as will fully protect both Consultant and City from any and all claims under any Worker's Compensation Act or Employer's Liability Law and from any and all other claims of whatsoever kind or nature for damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from the work performed under this Agreement, either by Consultant, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Consultant shall exonerate, indemnify and hold harmless City from and against, and shall assume full responsibility for payment of all federal, state, and local taxes and contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Consultant or any such employees of Consultant as may be engaged in the performance of this Agreement.

A. AUTOMOBILE LIABILITY INSURANCE

The Consultant shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect it against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for it in an capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by a such Automobile Liability Insurance shall either be:

I. Bodily Injury Limit of $500,000 Each Person/$1,000,000 Each Occurrence **and** Property Damage Limit of $500,000 Each Occurrence; **or**

II. Combined Single Limit of $1,000,000 Each Occurrence.

B. PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain during the performance of its services under this contract, Professional Liability Insurance, naming and protecting Consultant against claims for damages resulting from the Consultant's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than two million dollars ($2,000,000).

XVIII.

MINIMUM SCOPE OF INSURANCE

All liability insurance policies (except Professional Liability) shall be written on an "occurrence" basis only, except for professional liability insurance which may be based upon a "claims-made" basis. All insurance coverages are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of not less than A:VIII unless specific approval has been granted by the City.

XIX.

CERTIFICATE OF INSURANCE

All Certificates of Insurance shall be filed with the City of Lincoln on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding sections, and showing the City of Lincoln is an additional insured, except for Professional Liability Insurance, Workers Compensation and Employers' Liability. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation or non-renewal of insurance coverage.

XX.

NOTICE

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

City of Lincoln Nebraska
Planning Department
Attention: Kent Morgan
555 So. 10th St., Suite 213
Lincoln NE 68508

Olsson Associates, Inc.
Attention: John S. Olsson
1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608

XXI.

INDEPENDENT CONTRACTOR

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

XXII.

NEBRASKA LAW

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

XXIII.

INTEGRATION

This Agreement and Exhibits A and B represent the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

XXIV.

AMENDMENT

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

XXV.

SEVERABILITY

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

XXVI.

WAIVER OF CONTRACTUAL RIGHT

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

XXVII.

REPRESENTATIONS

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

XXVIII.

CAPACITY

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

IN WITNESS WHEREOF, Consultant and the City do hereby execute this Agreement.

Attest:

City Clerk

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor of Lincoln

OLSSON ASSOCIATES, INC.

By: _____

_____
Title

By: _____
VICE PRESIDENT
Title

EXHIBIT A
SCOPE OF SERVICES

West Haymarket
Transportation, Environment, & Utilities Plan (TEUP)

Background and Overview

The purpose of the work included in this contract is to develop preliminary-level Transportation, Environmental, and Utilities (TEUP) conceptual and pre-construction plans, drawings, and program statements for the West Haymarket study area. These technical products will be used in the creation of an Integrated Development Plan (IDP) for West Haymarket. The Scope of Services for the TEUP effort include ***four (4) major work components***:

1. Study Administration – This component involves a single Project Manager from the consultant team to work with the City's West Haymarket Project Manager to ensure the timely completion of quality work products within available budgetary resources.

2. Transportation – This component involves the assessing, planning, and engineering of transportation facilities for the study area with an emphasis on traffic demand and management, street and bridge design, railroad operations, parking services, and public transportation.

3. Environment – This component involves the assessing, planning, and engineering of environmental elements for the study area with an emphasis on soils, environmental mitigation, wetlands, floodplains, and stormwater. Engagement of and working with natural resources agencies will be a critical part of this work component.

4. Utilities – This component involves the assessing, planning, and engineering of utilities for the study area with an emphasis on water, wastewater, communication (including fiber and optic), electrical (including a potential District Energy Corporation), and natural gas utilities.

The work undertaken during this time will both expand and refine the understanding of redevelopment opportunities and challenges for this area, and set the stage for future design that may be necessary for implementation. The TEUP technical products will provide sufficient design detail to allow for meaningful discussions about the viability and suitability of redevelopment proposals within the study area and environs.

Scope of Services for TEUP

Component 1 – Project Administration/Public Involvement

1. **Project Startup**
   A. Refine study goals, work tasks, and responsibilities, including relationship of the work tasks with overall site development, facility design and construction cost projections.
   B. Finalize task schedule (including projected meetings) and budget.
   C. Conduct initial meeting of City and Consultant staff to affirm overall work program for TEUP.
   D. Establish internal budget and cost tracking mechanisms to assist to development of project status reports based on progress/work completed of various study areas.

2. **Kick-off Meeting & Workshop**
   A. Prepare for and participate in a day-long coordination workshop with the Unified Design Team to coordinate various study aspects such as building site layouts, railroad track relocation, parking lot design & layout, environmental issues and utility design. This workshop is anticipated to occur during the first week of May 2008.

3. **Verify Data Transfer and Communication Plan**
   A. Confirm working technical corroboration of IDP databases with City's GIS and set up electronic exchange formats for text and image documents.
   B. Establish project-related communication and reporting requirements.
   C. Assure project CADD base files and plan sheets will be prepared and submitted in accordance with the City of Lincoln's CADD Standards in Microstation format. Firms shall submit plan sets for review in pdf format with two paper copies of each submittal.

4. **Bi-weekly Coordination Meetings**
   A. Preparation for and participation in Bi-weekly coordination meetings with internal staff to include any one of the following; West Haymarket Project Manager or the City's designated Integrator Consultant (John Sinclair). A maximum of ten (10) meetings are anticipated. Additional meetings beyond this amount shall be charged at a rate of $1,500 per meeting.

5. **Public Involvement Assistance**
   A. Public engagement approach shall be implemented and executed by City. The Olsson and HWS Project Managers shall be available to attend the public meetings as requested by City. Technical Exhibits shall be provided as required. A total of ninety-five (95) manhours have been programmed for Public Involvement related activities.
   B. Interface with Public Relations Consultant to relay technical information that may be needed during this phase of the work.

Component 2 – Transportation

1. **Overall Project Management and Coordination – Common to all Component 2 Study Areas**
   A. Identify internal, external, and community stakeholders, including agencies, organizations, and individuals; Define stakeholders roles in the West Haymarket site planning and development process as they relate to TEUP.
   B. Refine/affirm study goals, work tasks, geographic study area, and responsibilities relative to TEUP, including relationship of these elements to facility design, construction cost projections, and development scenarios.
   C. Confirm working technical corroboration of ECP databases with City's GIS and set up electronic exchange formats for text and image documents.
   D. Participate in technical analysis and meetings with natural resource agencies regarding alignments for a secondary roadway connection from the West Haymarket road network to Sun Valley Boulevard to supplement the existing connection at Line Drive.

2. **Railroads**

   A. **Topographic Survey**
   Conduct topographic surveys to determine critical elevations and locations of all facilities, including existing structures, utilities, and drainage features for *use in the preliminary and final design of all facilities. Topographic surveys* will be conducted in the immediate Haymarket Area as well as select other sites which are indentified through the preliminary meeting process as relocation sites for railroad buildings and track relocation. Existing survey data will be used wherever possible.

   B. **Inventory Existing Track**
   Inventory all existing track material likely affected by West Haymarket redevelopment, including ties, rails, buildings, switch gear, communication facilities, and other operating equipment. An existing Depot (X-Yard) drawing will be created that documents the inventoried quantity of all track ties, turnouts, buildings, switch gears, communication equipment and other operating equipment.

   C. **Geotechnical Investigation**
   Conduct geotechnical investigations relative to determining suitability of existing materials for track subgrade support in the West Haymarket area. The test boring and geotechnical reports will provide insights into existing soil conditions, unstable subgrade conditions, unsuitable subgrade removal/sub excavation and replacement with stabilization and controlled earth fill materials, compaction recommendations, culvert subgrade stabilization, benching of new fill into existing soils, cross-slopes within proposed track and service road locations, and suitable compacted fill material types. Five (5) test holes are anticipated.

D. Conceptual Design/Prelim. Meetings

Preliminary Meetings with Railroads: Consult with BNSF, UP and other railroad operators to clarify "before" and "after" conditions in West Haymarket and to confirm the optimal approach to be pursed as part of the study, including:

(1) Conduct safety training and certification necessary to allow project staff access to railroad properties.

(2) Understand railroad operations and critical alignments which would be impacted by the proposed redevelopment.

(3) Present all viable West Haymarket development concepts to the railroads to determine likely operational impacts and the railroad's priorities.

(4) Solicit preliminary alternative concepts from the railroads which they would like to be considered in the overall study process.

(5) Determine railroad's operational impacts from relocating the yard and tracks from West Haymarket to other location(s).

(6) Delineate other implications (e.g., sites, costs, property acquisitions, utilities) from the relocation of trackage from the West Haymarket.

(7) Define operational and rail maintenance options the railroads determine are acceptable of further evaluation

(8) Review railroad program requirements with development options (e.g., arena, hotel, parking garages, etc.) being considered for West Haymarket.

E. Preliminary Design

Preliminary Design of Railroad Track and Yard Concepts: Complete a preliminary design of railroad track and yard concepts to evaluate selected concepts, to determine design feasibility, and to estimate costs. This subtask will target a "30% design solution" by undertaking the following:

(1) Coordinate assessment and initial planning of railroad relocation activities with any current and proposed remediation efforts and any brownfield projects which may be an integral part of the study process. Sites of concern may be those tentatively identified under the City's Brownfields Assessment Grant or other known or suspected areas that may present challenges to safe construction and operation of rail facilities.

(2) Prepare conceptual layout for track and facility relocations for review by the railroads and City staff. These layouts should provide the basis for additional discussion and review to ensure more detailed design work should be conducted.

(3) Prepare a preliminary design time line to demonstrate how the West Haymarket site and relocation of rail facilities could conform with the railroad's operational and maintenance schedule so as to minimize inconvenience to the railroads. The time line should integrate major milestones for various field surveys, railroad flagmen, and completion of design stages.

(4) Undertake additional preliminary design work with the preparation of plan sheets. The plans would minimally include: General Notes, Vicinity Map, Typical Track Sections, Standard Details, Service Roads, Electrical Service, Signal Systems, Horizontal Control and Geometric Layout, and other design details. Design plans should to be in a mutually agreeable visual and electronic format so they can be viewed and understood by all involved parties.

(5) Coordinate with wetland and environmentally sensitive site design tasks. Wetland delineation and permitting requirements should be considered within this subtask and appropriate actions taken.

(6) Schedule Bi-weekly communications with railroad staff to assure continuous communication and understanding of projects status is achieved. Periodic status reports will be prepared to document project status.

(7) Continue communication with the railroad including clarification on how relocation work would best be allocated among railroads forces, approved railroad contractors, and other qualified contractors.

(8) Prepare a report showing a "30% design solution" which summaries the overall findings of "Task 3 - Railroads.

F. Cost Opinions

(1) Estimate cost of construction for preliminary design work from Subtask 2.2.E. Sufficient detail should be provided so future unit price increases can be updated as necessary.

(2) Estimate railroad operational cost components to ensure clear communication with the railroads.

G. Report

Prepare a report showing a "30% design solution" which summaries the overall findings of "Component 2, Study Area 2 - Railroads.

3. Roadways and Bridges

A. Data Collection

(1) Review roadway alignments and activity centers shown in the West Haymarket draft concept plans.

(2) Conduct initial discussions with Nebraska Department of Roads (NDOR), Burlington Northern Sante Fe Railroad (BNSF), JAVA, and other major transportation stakeholders regarding their facility plans and needs.

B. Traffic Analysis

(1) Set up traffic study process for a single assumed West Haymarket concept plan, with uses and development intensities (e.g., arena seating capacity, hotel rooms, convention center space) provided by the City's West Haymarket Project Manager; Confirm assumed event conditions for initial analysis.

(2) Compare initial traffic study process results with available and assumed capacities on the surrounding street network.

(3) Summarize the projected traffic patterns in the West Haymarket and vicinity based on the alignments shown in the draft concept plans to determine a working list of sites where improvements may be suggested and then define improvement options along with costs and traffic benefits.

C. Roadway Alignment/Concepts

(1) Options to be considered as part of this subtask will likely include the following:

a. Additional connection to Sun Valley Boulevard from Haymarket Park (i.e., existing Line Drive and a second location/option to be determined)

b. Connection to Salt Creek Roadway

c. Connection to "M" and "N" streets

d. Development of a north/south roadway along approximately 6th Street (a.k.a., "backbone road" or "Arena Drive")

e. Development of potential east/west collectors

[Note: Certain of these options will require more detailed analysis to assess alterative designs and to confirm the best overall approach.]

(2) Utilize existing City topographic data to confirm the engineering, environmental, and cost viability of options.

(3) Develop typical roadway sections, alignments, and identify bridge types for all necessary roads in the West Haymarket study area.

D. Bridge Alternatives

(1) In conjunction with the Nebraska Department of Roads, coordinate for an additional Salt Creek vehicular bridge to facilitate improve traffic movements to and from the proposed parking areas on the west side of BNSF mainline trackage.

E. Pedestrian Circulation

(1) Establish – in conjunction with the City's Project Manager – basic task objectives, work scope, and definitions regarding "pedestrians" and "pedestrian facilities"

(2) Determine baseline conditions for pedestrian conditions in the Haymarket, including volumes, patterns of movement, high volume points of origin and destination, and other related quantitative and qualitative measures as applicable.

(3) Define realistic and empirically based "level of service measures" for pedestrian circulation in the Haymarket and West Haymarket areas

(4) Coordinate pedestrian circulation patterns with the Unified Design Team as the overall plan elements for the West Haymarket are being determined

(5) Identify – in coordination with the City West Haymarket Project Manager and Integration Development Plan consultant – key locations throughout the overall project area for pedestrian-friendly venues which attract, support, and further responsible community gatherings and enhance the pedestrian experience.

(6) Complete community engagement activities as applicable throughout this task, including discussions with City departments, committees, and other public and private stakeholders

F. Exhibits

Prepare display boards and concept drawings for use in public meetings and for internal meetings with stakeholders.

G. Cost Opinions & Final Recommendations

(1) Coordinate with the West Haymarket Project Manager and other members of the West Haymarket Unified Design Team on various other aspects of the study such as building site layouts, railroad track relocation, parking lot design and layout, environmental issues, and utility design.

(2) Based on full complement of traffic analysis, prepare conceptual plans and recommend a future roadway network for the West Haymarket study area, with sufficient detail to determine projected traffic volumes, facility improvement costs, construction timing, traffic management requirements, and other elements as applicable.

4. Parking

A. Current Conditons

(1) Current Parking Conditions Analysis: The City of Lincoln is pursuing the completion of a "Comprehensive Downtown Lincoln Parking Study" (CDLPS). This Study is anticipated be undertaken and completed during the first half of Calendar Year 2008. Collection of parking supply and demand data for the Haymarket district will be part of this endeavor. The proposed Scope of Services also calls for the consultant to analyze the supply and demand for parking relating to the redevelopment of West Haymarket. This subtask is intended to ensure the full coordination between the Comprehensive Downtown Lincoln Parking Study and this work outlined in the RFP, which may involve additional detailed analysis as part of the TEUP.

(2) Meet with CDLPS consultant staff to discuss Parking Study Scope of Services and review available parking supply and demand data.

(3) Prepare list of "parking stakeholders" relative to the potential redevelopment of the West Haymarket study area.

(4) Identify any data gaps and/or methodological deficiencies with CDLPS and discuss with City's West Haymarket Project Manager to determine appropriate course of action.

(5) Undertake additional activities as determined in Subtask (4) above.

(6) Prepare written summary of existing parking conditions within the West Haymarket study area and its environs which may impact further development including site layout, roadways, facilities design, parking system, and other relevant factors.

B. Future Conditions

Future Parking Conditions Analysis: Based on work conducted as part of the TEUP, CDLPS, and related studies, this Subtask will examine future parking conditions in the West Haymarket and its environs assuming redevelopment occurs. Coordination of work efforts with the CDLPS consultant is assumed.

(1) Identify future land use assumptions for the West Haymarket study area and its environs under at least two development scenarios -- either "time based" or "development based." This will include projected facility sizes for an arena, convention center, hotel, sport and recreational facilities, and other development categories.

(2) Project parking demand for each development scenario using data provided by the CDLPS consultant and as otherwise collected as part of the TEUP study. Parking demand assumptions should reflect levels used in the CDLPS, however, adjustments may be made as determined in consultation with the West Haymarket Project Manager.

(3) Revisit initial future parking supply projects made as part of the overall development assessments associated with West Haymarket planning effort and revise as appropriate.

(4) Conduct a preliminary parking demand v. supply analysis for the development scenarios setup in Subtask (1) above. A written summary should be prepared to highlight demand-supply implications, including issues relating to assumed future parking inventories, parking operations, land uses, development intensities, vehicle occupancy, arrival-departure times, turnover, and other relevant conditions.

(5) Compare findings with work completed to-date for the Comprehensive Downtown Lincoln Parking Study.

(6) Prepare a general evaluation of various structured parking facility designs which should be considered to facilitate traffic flow as part of post-event traffic management.

(7) Prepare a general evaluation of various surface parking facility designs which provide "Best Management Practices" (BMPs) and "Low Impact Development" (LID) for mitigating the effects of stormwater runoff.

C. **Recommended Strategies**

Recommend Future Parking Strategy: This subtasks should result in a final assessment of the likely future parking conditions for West Haymarket and its environs and provide a recommended parking strategy for addressing future parking requirements.

(1) Develop a recommend parking strategy for the West Haymarket study area which delineates phased parking development for at least two time periods (e.g., facility opening and five years later) showing parking needs (i.e., space demand by facility) by general location and type of facility. Also address parking structure design requirements, operational techniques for event traffic management, pricing structure, construction cost estimates, overlapping/shared use of spaces, and other related items.

(2) Demonstrate best approach to maximize the use of existing parking facilities in the study area and Downtown/UNL in general.

(3) Coordinate all recommendations with the work done for the "Comprehensive Downtown Lincoln Parking Study."

D. **Cost Opinions**

Develop cost opinions for various alternatives which have been studied and deemed suitable.

Component 3 - Environmental

1. **Overall Project Management and Coordination – Common to all Component 3 Study Areas**

A. Identify internal, external, and community stakeholders (e.g., engineers, architects, appraisers, market analysts, Real Estate and mortgage brokers, planners, current and future tenants/users, environmental consultants, attorneys, insurers), Resource Agencies (e.g., COE, EPA, DEQ, HHS, LPSNRD), and individuals; Define stakeholders roles in West Haymarket site planning and development process.

B. Refine/affirm study goals, work tasks, geographic study area, and responsibilities, including relationship of the Environmental Conservation Plan (ECP) with facility design and construction cost projections.

C. Finalize task schedule (including projected meetings) and project budget.

D. Confirm working technical corroboration of ECP databases with City's GIS and set up electronic exchange formats for text and image documents.

E. Establish project-related communication and reporting requirements.

F. Review public engagement approach and time line.

G. Participate in initial meeting of West Haymarket Unified Design Team to affirm overall work program and schedule for ECP.

H. Participate in initial meeting with applicable Federal, State, and local Resource Agencies to review and confirm overall work program and scheduled for ECP.

I. Conduct working session with Unified Design Team to consider development conditions appropriate for further analysis based on previous findings.

2. Soils and Geotechnical Analysis

A. Right of Entry

Work with the City to obtain applicable property owner permission or access if consent denied to conduct on-site testing.

B. Develop Work Plan - South

(1) Utilize information provided by the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area to complete Component 3, Study Area 2 work. This may also include likely building footprints, structure size and massing, and basement depths.

(2) Determine appropriate number and location for sampling and testing as required for buildings and environmental impairments:

(3) Estimated three exploratory borings (ASTM D 1452) and an equal number of friction-cone sounding tests (ASTM D 3441) for the purpose of ascertaining data on soil types, layering, uniformity, and strength of soils.

(4) Sampling of soils in general accordance with soil penetration tests (ASTM D 1586), thin-walled tube sampling (ASTM D-1587) and subsurface materials identification (ASTM D 2488).

(5) Estimated 10 geoprobes (to 30 ft.) utilizing electric resistivity for determination of soil characterization and sample collection needs relative to environmental impairment.

C. Develop Work Plan – North

(1) The following geotechnical investigation will be performed to evaluate the underlying subsoil conditions as it relates to delineating the abandoned landfill. The area of investigation is approximately 160 acres in size with the abandoned areas of the landfill primarily located within the embankment areas of the abandoned creek channel of Oak Creek that was realigned and straightened almost 60 to 70 years ago. It is anticipated that the majority of the future development will require additional fill placement on the order of approximately 2 to 4 feet. Based on a review of the previous soil test borings and proposed layout, we recommend that an additional soils investigation be completed to evaluate where the proximity of the landfill area is located along with determining the future impact the abandoned landfill area may have on the future recreational fields. Previous soil boring information obtained a soil profile to evaluate the suitability of this area and this historical information will be utilized in evaluating the future boring locations as it relates to the soil probing and drilling operations. The following is our recommended scope of services to address the geotechnical issues.

a. **Field Exploration**
Review the site geology and available soils information from previous investigations to determine the necessary approach to the electromagnetic surface survey, geoprobe drilling and soil test borings.

b. For the purposes of our geotechnical exploration, we propose to provide an electromagnetic surface survey. A test plot area will be performed to delineate the area. After the surface survey is complete, we will utilize electrical resistivity trash pit locating techniques. This procedure will utilize geoprobe drilling operations to help delineate the proximity of the landfill boundary. Depending on the information obtained from the electromagnetic surface survey, we anticipate the soil probing will involve placing the geoprobe borings on a grid type matrix that will have an estimated spacing between the borings of about 100 to 200 feet. The soil probes will be extended to an estimated depth of 30 feet below the existing ground surface. Based on the site layout, a total of about 40 geoprobe borings are anticipated with the final proximity of the geoprobe layout being determined from the information provided by the electromagnetic surface survey.

c. Upon completion of the geoprobing operation, we propose to complete soil test borings to obtain soil samples. The geotechnical drilling operation is anticipated to involve approximately 30 soil test borings to depths of 30 feet. The soil test borings will be backfilled with bentonite to properly seal the hole. The information obtained from the drilling operations will be delivered to the laboratory for additional testing.

d. Contact Diggers Hotline of Nebraska and coordinate with local utility manager to locate underground utilities.

e. Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.

f. Obtain groundwater levels, if encountered, in the test borings at the time of drilling and upon completion of the drilling operations.

g. The scope of the drilling operations does not include the installation of any monitoring wells. It was our assumption that these cost would be included in the environmental analysis.

h. If Consultant, while performing the Consultant Services, discovers hazardous substances or pollutants that pose unanticipated risks that make it necessary to take immediate measures to protect human health and safety, the Consultant shall immediately notify the City and any local, state, and federal agencies as required by law.

(1) Laboratory and Settlement Monitoring Services

Note that a review of the previous investigations into the site conditions indicated that the in-situ soils will likely transition from lean clay to poorly graded sands at depths of 20 to 30 feet below the present ground surface. Groundwater elevations will vary significantly across the development and is anticipated to be anywhere from 4 to 5 feet below the ground surface to as deep as 15 to 20 feet below the ground surface. Therefore, the lab testing will involve various types of testing and will be conducted according to ASTM standards.

a. Proposed laboratory testing will include visual soil classification (ASTM D-2488), Moisture content tests (ASTM D-2216), Atterberg limits tests (ASTM D-4318), P-200 wash sieves and mechanical sieve analysis (ASTM D-498), organic tests and several one-dimensional consolidation tests (ASTM D-2435) are also anticipated.
b. Approximately 4 to 6 settlement plates will be installed across the future development area to monitor possible consolidation of the landfill debris. After the varying fill heights are placed around the settlement plates, the plates will be monitored for settlement for a period of approximately 6 months. After the settlement period is complete and the fill material is removed, the plates will continue to be monitored for a short period of time to determine if any rebound conditions occur. Costs for importing and placing surcharge soil is not included.

D. Field Work and Drilling

Complete all on-site soils testing as noted above for Work Plan.

E. Lab Testing

Undertake laboratory testing of sampled soils, including visual inspection of samples, classification of soil types (ASTM D 2487), moisture content and dry density assessment, consolidation/swell tests, unconfined compression tests as necessary, and standard penetration tests.

F. Report and Recommendations

(1) Complete draft Geotechnical Engineering Report (GER) with penetration diagram, boring logs, density and moisture content, unconfirmed compresses strengths, consolidation/swell test data, depth to groundwater, subsurface conditions, soil classification chart and tables, and soil and rock classification test data.

(2) Prepare recommendations from sampling data regarding:
   a. Allowable soil bearing pressure
   b. Minimum depth to suitable bearing material
   c. Frost depth requirements

d. Presence of potentially expansive soils
e. Type of fill and backfill materials and compaction requirements
f. Estimated settlement or heave of floor slabs and footings Active, passive, and at-rest earth pressures for retaining & building walls
g. Drainage for foundation and retaining walls
h. High ground water conditions or perched water table (if any)
i. Estimate settlement from fill placement on existing soil strata and trash debris.

(1) Conduct updates as necessary to GER findings and recommendations following review by Unified Design Team.

(2) Document all assumptions, activities, and preliminary findings and recommendations into a "Component 3, Study Area 2 - Soils and Geotechnical Analysis Report."

3. Environmental Assessment Review and Update

A. Review Status/Data

Review status of and findings from Environmental Protection Agency (EPA). Phase 1 and Phase II Environmental Site Assessments for the "West Haymarket Redevelopment Area."

B. Additional Follow-up Activities

(1) Determine any additional follow up actions to complete Phase I and II Assessment with EPA, property owners, and/or other entities (e.g. authority for access must provide notice of entry to landowners prior to investigation.)

(2) Identify any desirable and necessary expansion or parceling of areas that do not require cleanup in geographic and/or technical scope from initial Phase I and II Assessments. Identify remedial technology constraints and restrictions on use and potential for including remediation as an aspect of construction project. Also identify any environmental compliance obligations and potential legal liabilities/defenses under local, State, or Federal law.

(3) Review potential environmental and site development implications of preexisting landfill in the general vicinity of Oak Lake.

(4) Chart – in cooperation with City's Project Manager – appropriate course of action for Unified Design Team and pursue issues identified in Tasks (1), (2) and (3) above, Contamination - remediation v. engineering/institutional controls v. parceling; Liability - defenses, environmental insurance, hold-harmless/indemnification agreements, foreseeable contribution actions, negotiation contributions from Rps in land acquisition agreements, land appraisals and condemnations.)

(5) Undertake actions as applicable, including additional Phase I and II assessments as deemed necessary, including contacting Resources Agencies for guidance particularly with respect to remedial action, land use controls, compliance, and liability.

(6) If Consultant, while performing the Consultant Services, discovers hazardous substances or pollutants that pose unanticipated risks that make it necessary to take immediate measures to protect human health and safety, the Consultant shall immediately notify the City and any local, state, and federal agencies as required by law.

C. Regulatory Involvement

(1) Communicate key findings to West Haymarket Project Manager and Unified Design Team.

(2) Meet with Resource Agencies to discuss environmental assessment findings and follow-up work as applicable, particularly with respect to remedial action, land use controls, compliance, and liability.

D. Documentation

Document all assumptions, activities, and preliminary findings and recommendations into a "Task 3 - Environmental Assessment Report."

E. Oak Lake Environmental Investigation (North)

(1) The primary goal of the Oak Lake Landfill North Area investigation is to assess the vertical and lateral extent of the former landfill area so that a conceptual layout of the recreational facility can be completed. To accomplish this goal, Olsson will perform a two part investigation of the landfill extent. Initially, Olsson will perform a surface electromagnetic (EM) survey of areas north and south of Oak Lake suspected of containing landfill debris. Olsson will use a Geonics EM-31 terrain conductivity instrument to locate buried debris and disturbed soil on continuous survey lines across targeted areas within the site. Initial EM field surveys will take place at known landfill locations to determine the contrast in conductivity between disturbed and undisturbed areas. After the conductivity contrasts are identified, the surveys will be completed across the area to confirm or deny the presence of landfill material. The field data will be processed and a map of suspected locations produced. The next phase will be to confirm the geophysical information by drilling using a geoprobe and hollow stem auger (HSA) drilling rig. The scope for the geoprobe/HSA field investigation is included in the geotechnical scope of work and is not described in any additional detail here.
Also part of this investigation will be a thorough review and summarization of the existing private and public soil and

groundwater investigations that have occurred in the Oak Lake Landfill North Area. The project team will use the past studies to ascertain risk to the public and environment from landfill leachate. The NDEQ is scheduled to complete a Phase II investigation of the area in 2008 and this information will be evaluated and summarized as part of this evaluation. It is assumed that the scope of the Phase II completed by the NDEQ will include groundwater and methane gas sampling. Should this not be the case, additional field investigation will be recommended to document the current groundwater and soil gas conditions.

Upon completion of the field investigation and literature review, Olsson will identify potential environmental and site development implications of the preexisting landfill. Olsson will work with the regulatory agencies including by not limited to the NDEQ to ascertain the best methods of remediation and recreational development. The findings of this portion of the study will be included in Environmental Conservation Plan.

F. Wetlands Delineation Assessments & Permitting – North & South

(1) Review "2007 Preliminary Wetland Assessment Data" as baseline information for subsequent work tasks, including consideration of the quality, geographic scope, and attribute value of the data.

(2) Prepare (as needed) detailed requirements and process for further updating wetlands inventory within the West Haymarket study area, including likely sites, methodologies, ranking and grading standards, and functional value.

(3) Meet with Resource Agencies to affirm current status of wetlands within the study area and procedures for any further delineation or field investigation, and compliance with local, State, or Federal regulatory requirements (e.g., 404 permit needed for any dredge and fill activity; 402 permit for discharges to water of the State of Nebraska.)

(4) Work with the City to obtain property owner permission or access if consent denied to conduct on-site testing.

(5) Complete on-site wetland delineation, including applicable soils assessment and use of GPS technologies to confirm boundaries. Such delineation shall also include a survey for rare plants.

(6) Conduct post on-site analysis of wetlands data to substantiate primary wetland characteristics and value.

(7) Provide recommendations regarding wetland preservation, enhancements, and location for interpretive features for review by the Unified Design Team. The recommendations should include concepts for multiple benefits including locations for trails, interpretative features, flood storage, stormwater quality, and wetlands as visual amenities.

(8) Work with the Unified Design Team to evaluate potential wetland impacts relating to all elements of the Integrated Development Plan, with notably emphasis on transportation and architectural features, and provide recommendations relating to possibly design revisions or mitigation planning.

(9) If requested by the City's Project Manager due to anticipated unavoidable impacts, prepare preliminary mitigation plan for review and approval by Resource Agencies, including any regulatory compliance obligations.

(10) Prepare summary report of findings, including identification of any potential impacts and the qualitative value for wetland restoration, enhancement, and related protection opportunities, and as requested by the City's Project Manager, a preliminary mitigation plan for review of the Resources Agencies.

(11) Undertake peer review of preliminary findings in consultation with other Unified Design Team members and Resource Agencies.

(12) Assist the City in applying for any necessary and applicable regulatory permits.

(13) Document all assumptions, activities, and preliminary findings and recommendations into a "Task 3F - Wetlands Delineation and Assessment Report."

4. Floodplain Analysis

A. Storage Alternatives - Baseline

Utilize information provided by the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area to complete:

(1) A flood storage volume analysis for existing conditions within the WH study area with special emphasis on Storage Areas SA9 and SA11.

B. Storage Alternatives - Future

Utilize information provided by the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area to complete:

(1) A flood storage volume analysis for up to three (3) alternative scenarios within the WH study area with special emphasis on Storage Areas SA9 and SA11.

(2) Preliminary grading plans for each scenario (coordinate with Components 2 & 3).

(3) Identification and preliminary evaluation of any grading or other facilities impact within 500 feet of the Salt Creek levee

(4) Target for initial analysis is to be based upon goals of zero percent (0%) loss of flood storage (which exceeds the minimum Federal requirements) and "no net rise" within applicable SA's along Salt Creek.

C. Hydrology and Hydraulic Evaluations

(1) Complete hydrologic and hydraulic modeling fro two (2) alternatives scenario for a potential new roadway crossing of Salt Creek using the unsteady state HECRAS model to analyze impacts to the floodway and floodplain (flood fringe.) The floodway analysis is to be based upon the Federal standards for no rise in flood heights. The target for the initial flood fringe analysis is to be based upon the sequencing and mitigation approach outlined in Section 10.4 of the City's Drainage Criteria Manual (relating to Flood Standards for New Growth Areas.)

(2) Conduct selected model runs only as deemed prudent and necessary to assess changes made to site conditions based on Task D (2), (3) and (4) below.

D. Refine Alternatives

(1) Seek to define opportunities to combine flood storage with wetlands enhancement relating to Task 3.F. work.

(2) Following substantial completion of Tasks 3.4.A & B, work with Unified Design Team to consider potential revisions to the design of the site/grading, buildings and structures, and transportation network as they relate to the Integrated Development Plan. As deemed desirable by the City's Project Manager, perform additional floodplain analysis as part of the second phase which may include:

(3) Completion of flood storage volume analyses for up to three (3) additional alterative development scenarios

(4) Hydrologic and hydraulic modeling using the unsteady state HECRAS model for Salt Creek to determine floodplain baseline conditions and conduct model runs based upon alternative development scenarios.

E. Agency Coordination/Permitting

(1) Present findings of Tasks 3.4.A, B, and 3.4.D.(1) to Resource Agencies for additional comment and oversight with emphasis on alternative approaches and techniques they preferred to be investigated further. Include a discussion of the beneficial reassignment of facility and structure footprints within the WH Project Area

(2) Apply for and obtain any necessary and applicable regulatory permits, or work toward a securing an understanding with permitting agencies so that permits can be obtained at the appropriate time.

F. **Documentation, Reporting and Exhibits**
Document all model runs, assumptions, and preliminary findings and recommendations into a "Task 4 - Floodplain Analysis Report." Prepare necessary exhibits for public meetings and other stakeholder events.

5. **Stormwater Analysis**

A. **Data Gathering & Requirements**
(1) Gather available information relating to the existing underground and overland storm system, offside drainage, grades, etc.
(2) Conduct legal review of local, State, and Federal Stormwater laws. Anticipate compliance required, including reviewing requirements for NPDES Permit application and Stormwater Pollution Prevention Plan (SWPPP) at local and State levels.
(3) Complete review of City development and construction contracts for NPDES permittee responsibilities; Check hold-harmless and insurance provisions for coverage of potential environmental exposures.

B. **Identify LID and BMP Options**
Identify and evaluate Low Impact Development (LID) and stormwater Best Management Practices (BMP) that could be used reasonably applied in the West Haymarket Project Area, including such options as permeable paving grassed swales, constructed grasslands, green roofs, etc. Also utilize the City's "Alternative Stormwater Best Management Practice Guidelines," "Additional Recommended Flood Design Criteria" from Section 10.6 of the Drainage Criteria Manual, and other reference resources as appropriate.

C. **Preliminary Drawings**
Prepare preliminary drainage plans (30% level) consistent with Task 5 utilizing information provided by and in consultation with the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area, including:
(1) Prepare hydrology study
(2) Use GeoPAK model for piped system and HECRAS for open channels
(3) Site general locations of pipes and inlets
(4) Ensure preliminary plan meets standards contained in City's Drainage Criteria Manual
(5) Recommend specific LID concepts, BMPs, and Wetland enhancements related to preliminary grading plan

D. **Refine Alternatives**
Conduct additional analysis as deemed prudent and necessary to assess changes made to site conditions based on previous discussions.

E. **Agency Coordination and Permitting**

(1) Present findings of Task B to Resource Agencies for additional comment and oversight with emphasis on alternative approaches and techniques they preferred to be investigated further. Include a discussion of the beneficial reassignment of facility and structure footprints within the WH Project Area.

(2) Apply for and obtain any necessary and applicable regulatory permits; or work toward a securing an understanding with permitting agencies so that permits can be obtained at the appropriate time. Proceed with contractor regarding anticipated SWPPP design for the study area.

F. **Documentation, Reporting and Exhibits**

Document all model runs, assumptions, and preliminary findings and recommendations into a "Task 5 - Stormwater Analysis Report."

6. **Draft Environmental Conservation Plan**

A. Work with City Project Manager to prepare outline of a Environmental Conservation Plan (ECP) for West Haymarket study area.

B. Prepare Working Draft of ECP which incorporates materials, findings, and recommendations from Tasks 3.2 through 3.5.

C. Review of Working Draft ECP by Unified Design Team.

D. Update Working Draft ECP as necessary.

7. **Agency Review of ECP**

A. Submit Working Draft of ECP to Resources Agencies for additional review as necessary.

B. Meet with Resource Agencies to discuss Working Draft of ECP.

C. Complete (as necessary) follow up with Resource Agencies to confirm and validate their review comments.

8. **Final Environmental Conservation Plan**

A. Prepare a second generation Working Draft ECP based on all previous comments and reviews.

B. Conduct final Design Team review of ECP.

C. Finalize ECP, including preparing copies and submitting electronic file of ECP to the City's Project Manager.

Component 4 - Utilities

1. **Overall Project Management and Coordination – Common to all Component 4 Study Areas.**
   A. Refine/affirm study goals, work tasks, geographic study area, and responsibilities relative to TEUP, including relationship of these elements to utility facility design, construction cost projections, and development scenarios.

   B. Identify internal, external, and community stakeholders, including agencies, organizations, and individuals; Define stakeholders roles in the West Haymarket site planning and development process as they relate to TEUP.
   C. Confirm working technical corroboration of ECP databases with City's GIS and set up electronic exchange formats for text and image documents.

2. **UTILITIES**
   A. Facility Inventory
   Prepare a database inventory of existing utilities within and generally serving the West Haymarket project area and environs:
   - Identify all types of utility services
   - Document ownership and control
   - Record All Facility Attributes
   - Determine Physical Location (GIS-based)

   (1) Develop a draft working paper providing data gathered in 4.2.A and the implications for the area's redevelopment, including potential replacement, upgrading, and relocation.
   (2) Complete review discussion of draft working paper with West Haymarket Project Manger and undertake updates and corrections as necessary.

   B. Concept Plans
   (1) Present findings from Task 4.2.A&B to the West Haymarket Project Manager and Unified Design Team.
   (2) Work with the West Haymarket Redeveloper selected by the City through the "Invitation for Redevelopment Proposal" (IFRP) process and with local staff to determine utility requirements for Redeveloper's proposed project.
   (3) Delineate a preliminary overall West Haymarket Utility Concept Plan based on Task 4.2 work and discussions with the West Haymarket Project Manage and Unified Design Team:
   (4) Specify physical limits of utility plan
   (5) Define all assumptions regarding development, capacity needs, service levels, and the like used in the formulation of the plan

(6) Layout all assumed and projected utility corridor needs (including applicable generalize easements)
(7) Highlight land where development should be prohibited or limited because of utility facilities and equipment needs
(8) Identify utility facilities and equipment (e.g., mains, conduits) needing to be relocated, abandoned, upgraded (i.e., expanded capacity), replaced, or added to system
(9) Determine and address any environmental and related regulatory considerations
(10) Undertake a water service line analysis for fire protection needs, including conceptual location of service lines.
(11) Investigate potential ITS components and applications in the West Haymarket area, such as pavement sensors for bridges, conduit locations, WiFi, DMS locations, and ITS components related to event management.
(12) Coordinate initial West Haymarket Utility Concept Plan recommendations with other design features in the WH project area, such as general building site layouts, railroad track relocation, parking lot design and layout, environmental considerations, and so forth.
(13) Finalize West Haymarket Utility Concept Plan:
    a. Complete agency reviews
    b. Integrate any necessary updates or modifications

C. Meetings with Utilities

(1) Conduct discussions with all relevant utility companies to determine and document the qualitative characteristics of facilities and equipment.
(2) Hold discussions with natural resource agencies to identify any environmental issues or concerns relating to utilities within the project area and environs.

D. Cost Opinions & Reports

Prepare cost opinions for various alternatives and summarize into a written letter report.

G:\Admin\TEAMS\ADMIN\jso\Haymarket West\TEUP_Scope_Transp_Env_UtilitiesV2.doc

EXHIBIT B
TIME OF PERFORMANCE

West Haymarket
Transportation, Environment, & Utilities Plan
(TEUP)

Service performed under this agreement will be completed according to the following schedule. The dates listed are predicated upon receipt of Notice to Proceed (signed Executive Order) of no later than April 15, 2008.

Component 2, Study Area 2 (Railroads) Analysis – July 31, 2008.
Component 3, Study Area 6 (Draft Environmental Conservation Plan) – Oct. 31, 2008
All Other Work – December 31, 2008 **

** - Study Areas 7 & 8 of Component 3 shall be completed upon review by the appropriate regulatory agencies and response to same.

G:\Admin\TEAMS\ADMIN\jso\Haymarket West\TEUPExhibit Bv1.doc

Client#: 7144 OLS75285

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/08

PRODUCER
The Harry A. Koch Co.
P.O. Box 45279
Omaha, NE 68145-0279
402 861-7000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Olsson Associates
P.O. Box 84608
Lincoln, NE 68501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Cincinnati Insurance Co	
INSURER B: Continental Casualty Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP0887727	01/12/08	01/12/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY	CPA0887727	01/12/08	01/12/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	CPP0887727	01/12/08	01/12/09	EACH OCCURRENCE	$9,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$9,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1920791	01/12/08	01/12/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
B		OTHER Professional Architects/Eng. Claims Made Basis	AEH254046268	01/12/08	01/12/09	$2,000,000 Per Claim & Annual Aggregate $350,000 Ded. Per Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: West Haymarket Transportation, Environmental & Utilities Plan (TEUP). The Certificate Holder is an Additional Insured for General Liability & Auto Liability as required by written contract for operations performed by the named insured on the above project.

CERTIFICATE HOLDER

City of Lincoln Planning Department
555 S. 10 Street
Suite 213
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Frohlich

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Haymarket West TEUP						
April 4, 2008						
	Est. Staff Hrs.	Total Labor	Routine Expense	HWS Special Exp.	OA Special Exp.	Total Fee
Project Administration/Public Inv.						
Project Startup	60	$7,200	$180			$7,380
Kick-off Meeting & Workshop	144	$15,840	$432			$16,272
Verify Data Transfer & Comm. Plan	48	$4,800	$144			$4,944
Internal Coordination Mtgs. (assume 10)	293	$32,190	$879			$33,069
Breslow Ice Arena - Site Eval.	0	$0	$0			$0
Public Involvement Assist.			$0			
Plan Development	0	$0	$0			$0
Implementation - (assume 2)	95	$11,000	$285	$1,000	$1,000	$13,285
Subtotal - Proj. Mgmt. & Admin.	**640**	**$71,030**	**$1,920**	**$1,000**	**$1,000**	**$74,950**
Railroad						
Project Management	210	$23,200	$630			$23,830
Memorandum of Understanding	0	$0	$0			$0
Topographic Survey	152	$15,200	$456			$15,656
Inventory Existing Track	40	$4,000	$120			$4,120
Geotechnical Investigation	203	$20,300	$609	$13,300		$34,209
Conceptual Design/Prelim. Mtgs.	500	$50,000	$1,500			$51,500
Value Engineering	0	$0	$0			$0
Preliminary Design	710	$71,000	$2,130			$73,130
Cost Opinions	126	$12,600	$378			$12,978
Report	168	$16,800	$504			$17,304
Subtotal - Railroad	**2,109**	**$213,100**	**$6,327**	**$13,300**		**$232,727**
Transportation/Traffic						
Project Management	150	$17,600	$450			$18,050
Data Collection	120	$12,000	$360			$12,360
Traffic Analysis	380	$38,000	$1,140			$39,140
Roadway Alignment/Concepts	470	$46,600	$1,410			$48,010
Bridge Alternatives	100	$10,000	$300			$10,300
Pedestrian Circulation	64	$7,680	$192			$7,872
Exhibits	80	$8,000	$240			$8,240
Cost Opinions & Final Rec.	130	$13,200	$390			$13,590
Subtotal - Transportation/Traffic	**1,494**	**$153,080**	**$4,482**			**$157,562**
Parking						
Project Management	36	$5,040	$108			$5,148
Current Conditions	40	$4,000	$120			$4,120
Future Conditions	110	$11,000	$330			$11,330
Recommended Strategy	110	$11,000	$330			$11,330
Cost Opinions	20	$2,000	$60			$2,060
Spare	0	$0	$0			$0
Spare	0	$0	$0			$0
Subtotal - Parking	**316**	**$33,040**	**$948**			**$33,988**
Geotechnical Investigations						
Project Management	206	$25,300	$618			$25,918
South			$0			
Right of Entry	20	$2,000	$60			$2,060
Develop Work Plan	20	$2,000	$60			$2,060
Field Work and Drilling	111	$10,700	$333			$11,033
Lab Testing	70	$6,600	$210			$6,810
Report and Recommendations	40	$4,000	$120			$4,120
North			$0			
Right of Entry	0	$0	$0			$0
Develop Work Plan	40	$3,600	$120			$3,720
Field Work - Electromagnetic Survey	90	$9,000	$270		$2,000	$11,270
Field Work - Geoprobe - 40	248	$24,300	$744			$25,044
Field Work and Drilling - 30	170	$16,000	$510		$5,500	$22,010
Lab Testing	160	$14,400	$480			$14,880
Report and Recommendations	330	$31,700	$990			$32,690
Subtotal - Geotechnical	**1,505**	**$149,600**	**$4,515**		**$7,500**	**$161,615**

	Est. Staff Hrs.	Total Labor	Routine Expense	HWS Special Exp.	OA Special Exp.	Total Fee
Env. Assessment/Investigations						
Project Management	295	$37,200	$885			$38,085
South			$0			
Review Status/Data	40	$4,000	$120			$4,120
Additional Followup Activities	400	$40,000	$1,200	$7,400		$48,600
Regulatory Involvement	184	$18,400	$552			$18,952
Documentation	50	$5,000	$150			$5,150
Spare	0	$0	$0			$0
North			$0			
Review Data & Coord. with NDEQ	40	$4,000	$120			$4,120
Preliminary Evaluations	100	$10,000	$300			$10,300
Regulataory Involvement	240	$24,000	$720			$24,720
Documentation	140	$14,000	$420			$14,420
Wetlands Del., Assessments & Permit.	1,019	$101,900	$3,057			$104,957
Survey for Rare Plants	32	$3,200	$96			$3,296
Subtotal - Environmental	**2,540**	**$261,700**	**$7,620**	**$7,400**		**$276,720**
Floodplain & Stormwater						
Project Management	118	$15,220	$354			$15,574
Floodplain			$0			
Storage Alternatives - Baseline	20	$2,000	$60			$2,060
Storage Alternatives - Future Grading	240	$22,400	$720			$23,120
H & H Evaluations	80	$8,000	$240			$8,240
Refine Alternatives	80	$8,000	$240			$8,240
Agency Coord./Permitting (Intent to)	80	$8,000	$240			$8,240
Doc. & Reporting & Exhibits	60	$6,000	$180			$6,180
Stormwater			$0			
Data Gathering & Requirements	20	$2,000	$60			$2,060
Identify LID and BMP Options	200	$23,600	$600			$24,200
Preliminary Drawings	140	$14,000	$420			$14,420
Refine Alternatives	40	$4,000	$120			$4,120
Agency Coord./Permitting (Intent to)	80	$8,000	$240			$8,240
Doc. & Reporting & Exhibits	60	$6,000	$180			$6,180
Spare	0	$0	$0			$0
Landfill Redev. Concept Plans	240	$27,600	$720			$28,320
Spare	0	$0	$0			$0
Subtotal - Floodplain & Stormwater	**1,458**	**$154,820**	**$4,374**			**$159,194**
Environmental Conservation Plan - Base	**480**	$49,300	**$1,440**			**$50,740**
Utilities						
Project Management	73	$9,300	$219			$9,519
Facility Inventory	160	$14,400	$480			$14,880
Concept Plans	435	$43,250	$1,305			$44,555
Meetings with Utilities	140	$13,800	$420			$14,220
Cost Opinions & Reports	60	$6,600	$180			$6,780
Spare	0	$0	$0			$0
Subtotal - Utilities	**868**	**$87,350**	**$2,604**			**$89,954**
Subtotal - All	**11,410**	**$1,173,020**	**$34,230**	**$21,700**	**$8,500**	**$1,237,450**
Subconsultant Markup - 3%						**$12,558**
GRAND TOTAL						**$1,250,008**
Subconsultants:						
HWS						
SCS						
Carl Walker						
Saberprobe						

81229

Smart # 08060125

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER
lincoln.ne.gov

6/18

EXECUTIVE ORDER
NO. 081229

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby accept and approve the attached Amendment No. 1 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $35,665.

The City Clerk is hereby requested to return one executed original of this document to Kent Morgan in the Planning Department for transmittal to Olsson Associates.

Dated this 17th day of June, 2008.

Chris Beutler, Mayor

Approved as to Form & Legality:

City Attorney

Approved:

for Planning Department

Finance Director

EO 81229

AMENDMENT NO. 1 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

Olsson Associates also entered into an agreement on April 10, 2008, with HWS Consulting Group, Inc., to provide sub-consulting services for certain elements of the above named project, including planning, railroad design, environmental planning, and geotechnical services. The City has worked closely with Olsson Associates, Inc., and HWS Consulting Group, Inc., to determine activities that need to be completed under the contract and subcontract agreements. The City has determined that HWS Consulting Group, Inc., should provide necessary access agreements and provide for associated costs required by Burlington Northern Santa Fe (BNSF) Railroad Company in the Lincoln Yard Property. Further, it has been determined that a bridge rating and inspection is required for the south bridge over Salt Creek. We, therefore, propose the following amendment to the agreement.

AMENDMENT NO. 1

Task A.	For securing necessary railroad access agreements. (See A1-1 to A1-4 attached.)	$ 5,925
Task B.	For reimbursement expense associated with providing Flagmen while OA/HWS crews are working on Railroad Property. (See A1-1 & A1-4 attached.)	$10,000
Task C.	For bridge rating, inspection and cost estimate development for the south Railroad bridge over Salt Creek. The individually or company leading the evaluation effort shall be approved by the Union Pacific Railroad. (See A1-5 attached.)	$19,740
	TOTAL AMENDMENT NO. 1	**$35,665**

This Amendment No. 1 shall increase the total contract amount from $1,250,000 to $1,285,665.

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN

By: _____

Title: Mayor

Date: Jun 17, 2008

OLSSON ASSOCIATES, INC.

By: _____

Title: Vice-President

Date: 6/13, 2008

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June 5, 2008

MEMORANDUM: LICENSE FOR ENVIRONMENTAL ACCESS
CITY OF LINCOLN
WEST HAYMARKET TEUP PROJECT

BACKGROUND:

The City of Lincoln requires that its consultants on the West Haymarket TEUP Project have access to the Burlington Northern Santa Fe (BNSF) Railroad Company property in the Main Yard in Lincoln, Nebraska. In the Project planning stage, the City proposed that it acquire access agreements for purposes of field testing. Accordingly, there was no negotiated fee for the consultants to gain this access.

Upon further consideration, the Planning and Law Departments determined that HWS Consulting Group Inc. would be the only entity that required access to railroad property and they were experienced in gaining access, providing insurance coverage, and had all the necessary safety training that the Railroad needed. The matter of costs for access was discussed, and depended upon the Railroad policy.

BNSF has insisted on a special Railroad Protective Liability Policy for access to their property. The quoted premium is $5,925 for access from now until December 31, 2008. HWS has paid this premium and now seeks reimbursement for this extra cost. (Check copy enclosed). HWS attempted to have this premium waived, but BNSF would not allow such waiver. This is common practice for work that is on or near BNSF operating rail lines.

BNSF also requires that HWS Consulting Group Inc. reimburse them for Flagmen that are required to protect the safety of workers that are working within 25 feet of the centerline of any operational track on the BNSF property. The stated rate of reimbursement is $600 for an 8 hour day plus vehicle expense. HWS estimates that its work on BNSF property that requires Flagmen will require a total of 15 days and appropriate vehicle expense. The total estimate for Flagmen and their vehicles is: not to exceed $10,000 for this phase of preliminary engineering services. (Page 2 of License governing Flagmen enclosed). HWS asked the Railroad to waive this fee, but that waiver was not granted.

Prepared by:

Jim Linderholm, Chairman
HWS Consulting Group Inc.

HWS
Solutions Through Service

HWS Consulting Group
825 J Street, Box 80358
Lincoln, NE 68501-0358
402.479.2200 • Fax: 402.479.2276
www.hws.com

June 5, 2008

Julie Alexander
Contract Specialist
The Staubach Company
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800

RE: License for Environmental Access, HWS Consulting Group Inc.

Dear Julie,

Enclosed are two copies of the License Agreement that have been executed by HWS. Also enclosed is our check for Railroad Protective Liability Insurance, in the amount of $5,925.00.

Thank you for helping with these agreements and we look forward to beginning the project.

Sincerely,

HWS Consulting Group Inc.
James L. Linderholm, Chairman

Enclosures

Account Number: V11517 093123

WS Consulting Group Inc. • 825 J Street • Lincoln, Nebraska 68508 • 402-479-2200 PLEASE DETACH AND RETAIN FOR YOUR RECORDS

INVOICE NUMBER	DATE	VOUCHER NO.	AMOUNT
52108	5/21/2008	90941	5,925.00
Railroad Protective Liability Insurance			
		TOTAL	5,925.00

THE SECURITY FEATURES IN THIS DOCUMENT INCLUDE A MICRO-PRINT IN MULTIPLE LINES, TRUE WATERMARK AND VOID PANTOGRAPH

HWS
Solutions Through Service

825 J Street
P.O. Box 80358
Lincoln, Nebraska 68501
402-479-2200

OPERATING ACCOUNT

usbank.
24-Hour Banking
1-800-673-5555

27-2
1040

093123

6/5/2008

NO. 093123

PAY ********5,925 DOLLARS AND **********00 CENTS $ **********5,925.00

TO THE ORDER OF
BURLINGTON NORTHERN & SANTA FE
RAILWAY CO
-, TX US

Gary A Westergier
AUTHORIZED SIGNATURE

WARNING: THIS DOCUMENT IS VOID IF ACCOUNT NUMBER DOES NOT APPEAR ON THE REVERSE SIDE IN ITALICS

⑈093123⑈ ⑆104000029⑆ 1496017192 29⑈

A1-3

Licensee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Premises.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith.

5. Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this License.

TERM

6. This License shall commence on the Effective Date and shall continue until December 31, 2008, subject to prior termination as hereinafter described.

COMPENSATION

7. (a) The Fee for this License has been waived.

(b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is $600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

(c) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

TEUP - Contract Amendment No. 1 - Task C
OLSSON ASSOCIATES

Orig. City EO: **80944**
Project No.: **008-0645**
Project Name: **UPRR Bridge Inspection (Lincoln Arena)**

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Item No.	Description of Work Items/Tasks	TOTAL MAN HOURS	TOTAL FEE
TASK 1 - Data Collection/Meetings			
a.	Site Visit & Data Collection	56	$5,781
b.	Review and Organize Data	4	$421
c.	Client Meetings	10	$1,389
d.		0	$0
e.		0	$0
f.		0	$0
	Subtotal :	**70**	**$7,591**
TASK 2 - Superstructure Load Rating			
a.	Load Rating	28	$2,561
b.	Load Rating Check	24	$3,047
c.	Report Creation	24	$2,847
d.	Client Meeting	10	$1,353
e.	Project Management	8	$1,039
f.	Cost Opinions	8	$1,111
	Subtotal :	**102**	**$11,958**
	TOTAL MANHOURS	172	
	TOTAL MANDAYS	21.50	
	TOTAL		**$19,549**
	TOTAL EXPENSES		**$187**
	TOTAL LBR, OH, PFT & EXPS		**$19,736**

81873

Smart # 08110180

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER

EXECUTIVE
ORDER

NO. 081873

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE CITY OF LINCOLN, NEBRASKA:

I hereby accept and approve the attached Amendment No. 2 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $54,590.00.

The City Clerk is hereby requested to return one executed original of this document to Kent Morgan, Assistant Director of the Planning Department for delivery to Olsson Associates, Inc.

Dated this 26 day of NW, 2008.

Chris Beutler, Mayor

Approved as to Form & Legality:

Chief Assistant City Attorney

Approved:

Finance Department

Approved:

Planning Department

81813

AMENDMENT NO. 2 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 2 provides four additional tasks that are described more fully below. In addition, the contract expiration date for the original agreement shall be extended from December 31, 2008 to March 31, 2009 to allow Olsson Associates and its subconsultant, HWS, the ability to provide services for an extended duration.

Task A. **Canopy Structural Evaluation** $2,000

For performing a structural evaluation of the existing railroad canopy system and providing a cost opinion for any required refurbishment including lead paint abatement. A written letter report shall be provided. This task shall be completed by Olsson Associates

Task B. **Phase 1 Environmental Assessments** $12,040

Request was made for Phase 1 Environmental Assessments on several properties in the Project Area. They include: 1) Union Pacific Property at selected locations on the west side of the study area, 2) Old Missouri Pacific Roundhouse or Turntable on the west side of the study area, 3) North and South Parking Lots adjacent to the existing Train Depot, and 4) The area of the INS Building at the north end of the study area. These assignments are being conducted under nationally recognized standards and will be formalized in a report format for the City of Lincoln. The primary use is to determine the historic records for land use and the probable environmental consequences, These reports will allow the City to determine if Phase 2 Assessments are needed before development. This task shall be completed by Olsson's subconsultant HWS.

Task C. **Peer Review of Railroad System Design and Cost Estimates** $16,050

Request was made for a Peer Review of the Railroad system design and costs estimates as a means of "validating" these critical costs to the City of Lincoln. Mr. Jack Tone of Parsons Brinckerhoff, Inc. is tasked with this Peer Review. The Peer Review consists of: 1) Validation of the BNSF facility costs, and 2) Estimating the costs of BNSF "betterments" if the Project is built, and 3) Preparation of a narrative report evaluating the proposed track configuration, staging plans and potential modifications. The report will also compare unit prices proposed by BNSF with costs for recent comparable rail projects. Subconsultant will perform a site visit to confirm existing conditions and will participate in a meeting in Lincoln with BNSF to receive and evaluate project cost estimates. The time line is to perform such review from the present to the end of December 2008.

Task D. **Additional Traffic Analysis in the Haymarket Area** 24,500

1. Data collection of turning movement volumes (8 intersections) and intersection characteristics throughout the existing Haymarket area.
2. Develop peak hour volumes for the one assumed West Haymarket development land use.
3. Route West Haymarket trips through the Haymarket for day-to-day peak hours.
4. Evaluate intersection operations and control for existing +West Haymarket peak hour volumes.
5. Project future volumes for the area.
6. Evaluate future volumes.
7. Evaluate overall circulation.
8. Identify parking impacts.
9. Evaluate impact of opening and closing access between West Haymarket and Haymarket during specific periods of the day.
10. The analysis will not consider re-development within the existing Haymarket.
11. Document study findings.
12. Three (3) progress meetings are anticipated to maintain expectations and deliverables.
13. Roadway Design Concepts and/or cost estimates are not included as part of this scope.

TOTAL AMENDMENT NO. 2 **54,590**

This Amendment No. 2 shall increase the total contract amount from $1,285,665 to $1,340,255.

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN

By: _____

Title: Mayor

Date: 11/26, 2008

OLSSON ASSOCIATES, INC.

By: _____

Title: Vice-President

Date: NOVEMBER 21, 2008

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82169

smart # 09040072
4-6-09/law

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER

CITY OF LINCOLN
EXECUTIVE ORDER

NO. 082169

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby accept and approve the attached Amendment No. 3 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $165,000.00.

The City Clerk is hereby requested to return one executed original of this document to Kent Morgan, Assistant Director of the Planning Department for delivery to Olsson Associates, Inc.

Dated this 8th day of April, 2009.

Chris Beutler, Mayor

Approved as to Form & Legality:
Assistant City Attorney

Approved:
Finance Director

Approved:
Planning Director

82169

OLSSON ASSOCIATES

AMENDMENT NO. 3 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 3 provides additional tasks that are described more fully below. This work is being done to support the City's effort in negotiating with the BNSF Railroad and to actively work on permitting activities that would allow track relocation work to occur as early as 2010. In addition, the contract expiration date for the original agreement and subsequent Amendments shall be extended from April 1, 2009 to August 31, 2009 to allow Olsson Associates the ability to provide services for an extended duration.

Task A. **404 Permitting for Wetland Impacts** Est. $15,000

Proceed with the completion and submittal of a Nationwide 404 Permit for impacts to wetlands on railroad property that is caused by the track relocation work itself, or as caused by possible future grading to accommodate flood storage for redeveloped areas.

Task B. **BNSF Legal Descriptions and Easements (Supplemental Task)** Est. $11,000*

Prepare a legal description and exhibit of the proposed Burlington corridor parcel based upon the HWS 60% complete design. This legal description and exhibit will be for discussion and negotiation purposes with Burlington.

Prepare a legal description and exhibit of the proposed Burlington corridor parcel based upon the HWS completed design. This legal description and exhibit will be for the actual deed transfer purpose with Burlington.

Prepare legal descriptions and exhibits for approximately twelve utility crossings of the Burlington corridor.

Prepare a legal description and exhibit for one pedestrian overhead bridge easement crossing the Burlington corridor.

Items 1 through 4 above do not include: setting permanent survey markers/monuments at boundary or easement corners and the preparation or filing of survey record drawings.

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

Task C. **Fencing Plan** Est. $2,050

Prepare a fencing exhibit that shows limits of proposed fencing and cost estimates for same.

Task D. **Environmental Analysis (Supplemental Task)** Est. $62,500*

Evaluate and summarize likely hazardous substance/petroleum cleanup impacts, develop remedial alternatives and cost estimates and prepare a materials management plan to ensure proper characterization and handling of potentially impacted soils and groundwater in conjunction with the new rail alignment.

Supplemental funding support including EPA Brownfields Grants, Cost-Cap Insurance and other State/Federal grant opportunities will be investigated and presented to the project team to assist in defraying project costs.

Task E. **Utility Analysis** Est. $15,000

Provide a conceptual design (plan & profile, 1 sheet) and cost estimates for mainline sanitary trunk sewer protection measures for the 48 inch and 72 inch trunk sewers that will be impact by future railroad "wye" construction. One soil boring is anticipated.

Conceptual design and cost estimates for future cased sewer crossings on the east side of mainline railroad tracks. These existing sewers will be impacted by a new rail alignment.

Task F. **USACE/LPSNRD Levee Permitting and Earthwork Analysis** Est. $42,900

Compile the necessary documentation using existing grading plans and pursue a permit for work within the Salt Creek levee system near BNSF property. Develop special cross sections and exhibits, prepare report, and attend meetings with USACE and the LPSNRD.

Perform soil borings along the levee system (six are anticipated) and perform underseepage and slope stability analysis in order to write a geotechnical certification of "no adverse impact" that will be included in the permit.

Coordinate with the LPSNRD and USACE on permission to work within the levee critical area.

Not included is any further development of grading plans for flood storage, hydraulic modeling, or drainage analysis that would aid in sizing the stormwater conveyance system.

Task G. **Peer Review of Railroad System Design and Cost Estimates** Est. $16,550 *
(Supplemental Task)

Request may be made for a Peer Review of the 60% Railroad system design and costs estimates as a means of "validating" these critical costs to the City of Lincoln. Mr. Jack Tone of Parsons Brinckerhoff, Inc. (PB) will assist OA with this Peer Review. The Peer Review consists of: Validation of the BNSF facility costs, and preparation of a narrative report evaluating the proposed track configuration, staging plans and potential modifications. The report will also compare unit prices proposed by BNSF with costs for recent comparable rail projects. (PB) will be available for a conference call and will participate in a meeting with the City of Lincoln, HWS and BNSF to receive and evaluate project cost estimates. The time line is to perform such review from the present to the end of June 2009.

TOTAL AMENDMENT NO. 3	**$ 74,950**
(TOTAL AMENDMENT NO. 3 WITH SUPPLEMENTAL TASKS)	**$165,000**

*These tasks only to be executed when specifically authorized in writing by the City separate from this Amendment No. 3.

This Amendment No. 3 shall increase the total contract amount from $1,340,255 to $1,415,205 ($1,505,255 w/Supplemental Tasks).

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN	**OLSSON ASSOCIATES, INC.**
By: _____	By: John J. Olsson
Title: Mayor	Title: Vice-President
Date: April 8, 2009	Date: APRIL 6, 2009

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82588

smart # 09090083

9/28

CITY OF LINCOLN
MAYOR CHRIS BEUTLER

EXECUTIVE ORDER

NO. 082588

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby approve the attached Amendment No. 4 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $4,685.00.

The City Clerk is directed to return two fully executed copies to Dan Marvin at the Urban Development Department.

Dated this 28 day of Sept, 2009.

Chris Beutler
Mayor of Lincoln

Approved:
Urban Development

Approved as to Form & Legality:
Law

Approved as to Funds Available:
Finance

82588

AMENDMENT NO. 4 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 4 provides additional tasks that are described more fully below. This work is being done to support the City's effort in preparing for BNSF Railroad track relocation in the vicinity of the "X" yard. In addition, the contract expiration date for the original agreement and subsequent Amendments shall be extended from August 31, 2009 to December 31, 2009, thereby allowing Olsson Associates the ability to provide services for an extended duration.

Task A. Preliminary Design (30%) of Sanitary Sewers for Railroad Relocation

Professional design engineering services will be provided for the preliminary design of the sanitary sewers that will be impacted by BNSF railroad track relocation. Specific crossings include the N and R Street corridors, the 48 and 72 inch sewers in the vicinity of the railroad wye, and north of the proposed arena site. Under this phase of work, reviews and evaluation will be performed to address and identify options to refine the alignment at critical locations along the predetermined route, and methods for construction. It is anticipated that construction drawings will be included as part of a railroad relocation bid package for BNSF.

- Alignment Evaluation
- Coordinate with RR representatives
- Evaluate Construction Techniques
- Conduct a Constructability Workshop
- Prepare 30% Construction Drawings (no technical specifications)
- Prepare Preliminary Design Cost Opinion
- QA/QC Review
- Incorporate Review Comments

Estimated Fee ***$45,000***

Task B. Exhibits for MOU with BNSF Railroad

Prepare Exhibits for use in executing a Memorandum of Understanding (MOU) between the BNSF/UP Railroad and the City of Lincoln. Exhibits shall generally include:

- West Haymarket Redevelopment Area –Site Plan
- City/LPSNRD Parcels
- Existing BNSF Parcels

- Existing UPRR Parcels
- Privately Owned Parcels
- Future BNSF Corridor
- Future BNSF Corridor and Privately Owned Parcels
- Overall Parcel Ownership
- Phase I Transferred Property
- Stormwater Detention Facilities
- Stormwater Detention Facilities Easements
- Pedestrian Bridge Structure Easements
- Soil Stockpile Area
- Excluded Work
- Utilities
- Additional BNSF Siding Track to be Removed
- Security Fencing

Exhibits will be delivered to the City of Lincoln and updated based on comments received during the negotiation process.

Estimated Fee ***$15,000***

Task C. Consultation and Support Services

For additional project coordination and support services to the City's Project Manager to aid in the development of MOU's and Agreements with railroad and Lincoln Traction Partners, as well as support to provide a financing packaging and other related services leading up to the public input phase which will begin in 2010. Possible activities may include:

- Coordination and input for supplemental environmental investigations.
- Development and updating of design/construction project schedule.
- Continued consultation in the development of MOU's and Agreements.
- Input relative to cost estimates and allocation of costs to the various funding sources.
- Guidance on historical aspects of the project including Section 106 considerations.
- Input and attendance at various meetings.
- Other activities as requested by the City's Project Manager.

Estimated Fee ***$19,800***

Task D. Environmental Support (HWS) for EPA funded activities

The City of Lincoln was successful in securing an EPA grant for additional environmental analysis in West Haymarket. This work task will allow for coordination between the third party contractor that will be doing the investigation on behalf of EPA and Olsson's Subconsultant (HWS). Possible work activities include:

- Project Management/Rail Access Coordination (does not include insurance, flagman costs, agreement fees, etc.).

- Document coordination, support and QC:
  QAPP, Phase I ESAs, Phase II and ABCA Reports
- Update/Submit BF Cleanup Application.
- Public Meeting Preparation and Attendance.

Estimated Fee ***$14,935***

Task E. Delete Tasks B, D and G from Amendment No. 3

This work was originally identified as a possible work item that would warrant specific authorization from the City prior to starting work. Authorization has not been granted, and this Amendment will eliminate the work from the contract.

Estimated Fee (Deduct) ***($90,050)***

TOTAL AMENDMENT NO. 4 **$ 4,685**

This Amendment No. 4 shall increase the total contract amount from $1,505,255 to $1,509,940.

In addition to the new work tasks identified above, this Amendment No. 4 shall modify Section II – Administrator of Agreement, of the original agreement dated April 8, 2008. Effective with this Amendment, Mr. Dan Marvin will be the City's representative for the purpose of administering the Agreement and shall have the authority on behalf of the City to give approvals under this Agreement.

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN	**OLSSON ASSOCIATES, INC.**
By: _____	By: _____
Title: Mayor	Title: Vice-President
Date: 9/28/09, 2009	Date: SEPT 8, 2009

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82815

Tracking # 09110113

CITY OF LINCOLN
MAYOR CHRIS BEUTLER

12/23

EXECUTIVE ORDER

NO. 82815

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby execute and approve on behalf of the City of Lincoln, Amendment 5 to the Engineering Services Agreement between the City of Lincoln and Olsson Associates in connection with the Roadway Design in 14th Street from Superior to Alvo Road Project 701760.265.5628. Amendment No. 5 will increase the contract by $68,900 or to a new revised amount of $1,057,053.00 upon the terms and conditions contained in Amendment No. 5 and shall be not exceeded without written authorization from the City.

The City Clerk is hereby directed to return two executed copies of this Executive Order and the Amendment 5 to Mary Lowe in Public Works & Utilities, Engineering Services for transmittal to the Olsson Associates, 1111 Lincoln Mall, Suite 111, Lincoln NE 68508.

Dated this day of 21 Dec, 2009

Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

City Attorney's Office

Approved:

KEE

Public Works & Utilities Dept.

Finance

Purchasing

82815

AMENDMENT NO. 5
to AGREEMENT for ENGINEERING SERVICES
between OLSSON ASSOCIATES and CITY OF LINCOLN, NEBRASKA
under Executive Order No. 69206 - Roadway Design in 14th Street from Superior Street to Alvo Road
Project No. 701760.265.5628

This Contract Amendment is made by and between Olsson Associates hereinafter called ENGINEER, and the City of Lincoln, Nebraska, hereinafter called CITY, this 21st day of Dec 2009 and approved by Executive Order No. 82815.

WHEREAS, it is the mutual desire of the parties hereto to amend the Executive Order Agreement for Urban Roadway Design in North 14th Street from Superior Street to Alvo Road which was entered into on January 07, 2004, hereinafter called the existing Agreement. The estimated fee for the work associated with this Amendment is $68,900.00, which increases the total not-to exceed contract amount to $1,057,053.00.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended as described in the attached "Exhibit A"

This AMENDMENT shall be deemed a part of, and 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.

CITY OF LINCOLN, NEBRASKA

Attest: Joan E Ross
City Clerk

CITY OF LINCOLN FOUNDED JULY 29, 1867 SEAL INCORPORATED APRIL 7, 1869 LANCASTER COUNTY, NEBRASKA

Mayor Chris Beutler

By: Thomas A. Fickson
Olsson Associates

By: [illegible]
Olsson Associates

EXHIBIT A
Scope of Services

Roadway Design in N. 14th Street from Superior Street to Alvo Road
Project No. 701760.265.5628

1. The 404 permit applications will need to be filled out and resubmitted to the Corps of Engineers. This task had been previously completed and due to the schedule of this project has expired. The submittal process has changed slightly and the wetlands delineations will need to be revisited to assess the changes in project limits and impacts. In submitting the delineation, OA will request a jurisdictional determination. The COE would review the document along with EPA to get concurrence. OA will submit permit application for the first phase of the project (Superior to I-80). This modification will increase the existing agreement by $5,020.58.

2. Additional Utility Coordination with LES will be required to attain utility easements for LES's facilities. This work effort will require two coordination meetings, revisions to the right of way plans along with additional legal descriptions. This modification will increase the existing agreement by $6,378.15.

3. The construction phasing plans will be revised to reflect closing 14th Street to the south of Superior Street. The plans and special provisions will be modified to meet current ADA and City requirements during construction. The trail along the south side of Superior will be required to remain operational during construction. This work will require the addition of detour plan along with modifications to the phasing plans. The limits of construction will need to be evaluated and the project limits will be adjusted to accommodate the elimination of the temporary paving needed to construct this leg under traffic.

   The plans will need to be updated to reflect the construction of three new homes south of Superior Street and a new church at the corner of Morton Street. This work will require additional survey, revision of construction and removal sheets, quantity sheets, drainage sheets and cross sections. This work also includes additional time for QA/QC. This modification will increase the existing agreement by $33,167.98.

4. An open house style public meeting will be added to the scope and held prior to construction to update the public on the project. Additional stakeholder meetings will be necessary to work with individual properties concerning the construction phasing and access during construction. This modification will increase the existing agreement by $7,319.28.

5. Bidding phase and Construction phase services were added to the scope, which include attendance at the pre-bid meeting. This modification will increase the existing agreement by $17,014.01.

Addendum No. 5
Total Project Fee

N. 14th Street from Superior Street to Alvo Road
City Project Number 701760

Task No.	Task Description		Fee Estimate
1	Project Management		$1,330.06
2	General Project Meetings		$0.00
3	Survey		$3,302.21
4	Utility Coordniation		$798.03
5	Public Involvement		$7,319.28
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		$5,580.12
16	Landscape Design		$0.00
17	Second Submittal		$22,819.63
18	QA/QC		$5,564.83
19	Permit Applications		$5,020.58
20	PS&E Submittals		$0.00
21	Bidding Phase		$1,463.06
22	Construction Phase		$15,550.95
	Expenses		$151.25
		Total Project Cost	$68,900.00

PAY RATES

				Overhead Rate :	173%
				Profit :	12%
Personnel		**Total Hr.**	**Salary $ Per Hr.**	**Labor Cost**	**Total Cost**
Principal	Principal	0	$52.88	$0	$0.00
Project Manager	PM	0	$52.88	$0	$0.00
Senior Engineer	Sr Eng	40	$45.50	$1,820	$5,564.83
Traffic Engineer	TR Eng	0	$43.50	$0	$0.00
Structural Engineer	STR Eng	0	$35.00	$0	$0.00
Senior Project Engineer	Sr PE	180	$43.50	$7,830	$23,941.01
Project Engineer	PE	73	$35.00	$2,555	$7,812.17
Assistant Traffic Engineer	Assist. TR Eng	0	$27.00	$0	$0.00
Senior Engineering Technician	SET	141	$22.75	$3,208	$9,808.02
Engineering Technician	ET	0	$17.50	$0	$0.00
Clerical	CLER	0	$17.50	$0	$0.00
Senior Scientist	Sr Sci	2	$38.00	$76	$232.38
Scientist	Sci	58	$27.00	$1,566	$4,788.20
Public Involvement Coordinator	PI Coord	55	$19.36	$1,065	$3,255.73
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	90	$36.50	$3,285	$10,044.22
Survey Crew Chief	SCC	20	$22.00	$440	$1,345.34
Survey Crew Member (CM)	SCM	20	$16.00	$320	$978.43
Survey Technician	Srvy Tech	16	$20.00	$320	$978.43
Expenses					$151.25
		695		**$22,485**	**$68,900.00**

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)		EA.			$0.00
Mylars, Half Size Plots (each)		EA.			$0.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	151.25		$151.25
			Sub Total		**$151.25**
Survey Expenses					
Public Involvement Expenses					
			Total		**$151.25**

82915

MAN-HOUR ESTIMATE - N. 14th Street from Superior Street to Alvo Road/ Project No. 701760 - AMENDMENT No. 5

Task No.	Description of Work Items / Tasks	Sr Eng	Sr PE	PE	SET	Sr Sci	Sci	PI Coord	RLS	SCC	SCM	Srvy Tech	Total Manhours	Total Labor Fee	Overhead 173.00%	Total (A+B)	Profit 12.00%	Total Fee (A+B+C)	
1	**Project Management**																		
	Project Management		10										10	$0	$753	$1,188	$143	**$1,330.06**	
	Coordination with Others												0	$0	$0	$0	$0	**$0.00**	
	Design Memorandum												0	$0	$0	$0	$0	**$0.00**	
																			$1,330.06
3	**Survey**																		
	Topographical Survey									20	20	16	56	$1,080	$1,868	$2,948	$354	**$3,302.21**	
																			$3,302.21
4	**Utility Coordination**																		
	Utility Location / Verification												0	$0	$0	$0	$0	**$0.00**	
	Utility Plan Submittal		2										2	$87	$151	$238	$29	**$266.01**	
	Utility Review Meetings / Coordination		4										4	$174	$301	$475	$57	**$532.02**	
																			$798.03
5	**Public Involvement**																		
	Public Involvement Planning Meetings												0	$0	$0	$0	$0	**$0.00**	
	Public Involvement Plan												0	$0	$0	$0	$0	**$0.00**	
	Database Development / Maintenance							10					10	$194	$335	$529	$63	**$591.95**	
	Key Stakeholder Outreach (5 Meetings)		10					5					15	$532	$920	$1,452	$174	**$1,626.03**	
	Open Houses (1)		8		24			40					72	$1,668	$2,886	$4,555	$547	**$5,101.30**	
	Final PI Report / Documentation												0	$0	$0	$0	$0	**$0.00**	
																			$7,319.28
15	**Right-of-Way**																		
	Right-of-Way Design & Legal Descriptions								50				50	$1,825	$3,157	$4,982	$598	**$5,580.12**	
																			$5,580.12
17	**Second Submittal**																		
	Second Submittal Design		10	20	20								50	$1,590	$2,751	$4,341	$521	**$4,861.58**	
	Cover Sheet												0	$0	$0	$0	$0	**$0.00**	
	Summary of Quantities Sheet												0	$0	$0	$0	$0	**$0.00**	
	Typical Section Sheets												0	$0	$0	$0	$0	**$0.00**	
	General Notes Sheet												0	$0	$0	$0	$0	**$0.00**	
	Detail Sheets												0	$0	$0	$0	$0	**$0.00**	
	Horizontal/Vertical Control Sheets												0	$0	$0	$0	$0	**$0.00**	
	Construction Phasing		20		20								40	$1,325	$2,292	$3,617	$434	**$4,051.32**	
	Traffic Control Sheets - Detour Sheets		1	4	4								9	$275	$475	$749	$90	**$839.31**	
	Geometric Sheets												0	$0	$0	$0	$0	**$0.00**	
	Joints and Grades Sheets												0	$0	$0	$0	$0	**$0.00**	
	Roadway Plan and Profile Sheets												0	$0	$0	$0	$0	**$0.00**	
	Construction Sheets		2	10	10								22	$665	$1,150	$1,814	$218	**$2,031.78**	
	Removal Sheets				5								5	$114	$197	$311	$37	**$347.80**	
	Retaining Wall Plan and Profile Sheets		1	4	8								13	$366	$632	$998	$120	**$1,117.55**	
	Retaining Wall Details		5		2								7	$263	$455	$718	$86	**$804.15**	
	Storm Drainage Plan and Profile Sheets			5	8								13	$357	$618	$975	$117	**$1,091.56**	
	Culvert/Channel Cross-Section Sheets												0	$0	$0	$0	$0	**$0.00**	
	Sediment and Erosion Control Sheets												0	$0	$0	$0	$0	**$0.00**	
	Wastewater Plan and Profile Sheets												0	$0	$0	$0	$0	**$0.00**	
	Water Main Plan and Profile Sheets												0	$0	$0	$0	$0	**$0.00**	
	Traffic Signal Plan Sheets												0	$0	$0	$0	$0	**$0.00**	
	Pavement Marking & Signing Sheets												0	$0	$0	$0	$0	**$0.00**	
	Lighting Plan Sheets												0	$0	$0	$0	$0	**$0.00**	
	Landscaping Sheets												0	$0	$0	$0	$0	**$0.00**	
	Right-of-Way Sheets								40				40	$1,460	$2,526	$3,986	$478	**$4,464.10**	
	Roadway Cross-Section Sheets			20									20	$700	$1,211	$1,911	$229	**$2,140.32**	
	Cost Estimates			5									5	$175	$303	$478	$57	**$535.08**	
	Special Provisions			5									5	$175	$303	$478	$57	**$535.08**	
																			$22,819.63

MAN-HOUR ESTIMATE - N. 14th Street from Superior Street to Alvo Road/ Project No. 701760 - AMENDMENT No. 5

Task No.	Description of Work Items / Tasks	Sr Eng	Sr PE	PE	SET	Sr Sci	Sci	Pl Coord	RLS	SCC	SCM	Srvy Tech	Total Manhours	Total Labor Fee	Overhead 173.00%	Total (A+B)	Profit 12.00%	Total Fee (A+B+C)	
18	QA/QC																		
	Plan Review	40											40	$1,820	$3,149	$4,969	$596	$5,564.83	
																			$5,564.83
19	Permit Applications																		
	404 Permit					2	58						60	$1,642	$2,841	$4,483	$538	$5,020.58	
	Floodplain Permit												0	$0	$0	$0	$0	$0.00	
	SWPPP												0	$0	$0	$0	$0	$0.00	
	NPDES Permit												0	$0	$0	$0	$0	$0.00	
	Railroad Permit												0	$0	$0	$0	$0	$0.00	
	Railroad Agreement												0	$0	$0	$0	$0	$0.00	
	Railroad Insurance												0	$0	$0	$0	$0	$0.00	
	NDOR Use of Right of Way Permit												0	$0	$0	$0	$0	$0.00	
	NDOR Agreement												0	$0	$0	$0	$0	$0.00	
	Lancaster County Utility Permit												0	$0	$0	$0	$0	$0.00	
	Lancaster County Inter-local Agreement												0	$0	$0	$0	$0	$0.00	
	Nebraska Dept. of Environmental Quality												0	$0	$0	$0	$0	$0.00	
	City/County Health Dept. Noise Permit												0	$0	$0	$0	$0	$0.00	
																			$5,020.58
21	Bidding Phase																		
	Attend Pre-Bid Meeting		3										3	$131	$226	$356	$43	$399.02	
	Answer Design Questions		4										4	$174	$301	$475	$57	$532.02	
	Prepare Addenda		4										4	$174	$301	$475	$57	$532.02	
																			$1,463.06
22	Construction Phase																		
	Attend Pre-Construction Meeting		4										4	$174	$301	$475	$57	$532.02	
	Review Shop Drawings		24										24	$1,044	$1,806	$2,850	$342	$3,192.13	
	Prepare Change Orders												0	$0	$0	$0	$0	$0.00	
	Prepare Revision Sheets		8		40								48	$1,258	$2,176	$3,434	$412	$3,846.46	
	Answer Design Questions		50										50	$2,175	$3,763	$5,938	$713	$6,650.28	
	Evaluate substitute "or equal" bids												0	$0	$0	$0	$0	$0.00	
	Conduct Site Visits		10										10	$435	$753	$1,188	$143	$1,330.06	
	Review and Certify Pay Requests												0	$0	$0	$0	$0	$0.00	
																			$15,550.95
	Total Manhours	40	180	73	141	2	58	55	90	20	20	16	695						
	Total	$1,820	$7,830	$2,555	$3,208	$76	$1,566	$1,065	$3,285	$440	$320	$320	$22,485	$22,485	$38,898	$61,383	$7,366	$68,748.75	
	Total Labor, OH & Profit	$5,565	$23,941	$7,812	$9,808	$232	$4,788	$3,258	$10,044	$1,345	$978	$978						$68,748.75	

82815

Vince Mejer

From: Kent E. Evans
Sent: Monday, November 23, 2009 3:37 PM
To: Vince Mejer
Cc: Randy W. Hoskins; Roger A. Figard; Thomas S. Shafer
Subject: RE: Amendment 5 Design 14th St. superior to Alvo RD. Tracking # 09110113

1. What caused the additional Coordination with LES? Thought part of original agreement.
   LES currently has easements along N. 14th Street that our road widening project is eliminating. The additional coordination with LES is to write the legal descriptions and update the Right-of-Way sheets to replace the easements that were eliminated. At the time the original agreement was signed, we had not completed a title search for this project and did not know where the LES easements were located.

2. Open house meeting? thought part of original agreement.
   In the original agreement we allowed for two open house meetings. Both of those meetings were held. Since this project has been on the shelf for several years, we feel it is necessary to hold another open house meeting to inform the public that this project is moving forward.

3. Pre-bid meeting? thought part of original agreement.
   The only meetings discussed in the original agreement were open house meetings and progress meetings.

4. Construction Phase Service? thought part of original agreement.
   The only thing included in the original agreement under Construction Phase Services was the preparation of documentation necessary to acquire the required permits. In their Scope of Services, Olsson Assoc. listed "Task 11: Construction Phase Services", but this was an optional task that Olsson could perform at our request. There were no hours assigned to this task.

From: Randy W. Hoskins
Sent: Monday, November 23, 2009 9:35 AM
To: Kent E. Evans
Subject: FW: Amendment 5 Design 14th St. superior to Alvo RD. Tracking # 09110113

From: Roger A. Figard
Sent: Monday, November 23, 2009 8:53 AM
To: Vince Mejer
Cc: Thomas S. Shafer; Randy W. Hoskins
Subject: RE: Amendment 5 Design 14th St. superior to Alvo RD. Tracking # 09110113

Vince, I am in Oklahoma for the week.
Thomas or Randy, please respond to Vince.

From: Vince Mejer
Sent: Monday, November 23, 2009 8:00 AM
To: Roger A. Figard
Subject: Amendment 5 Design 14th St. superior to Alvo RD. Tracking # 09110113

Looking at this amendment leaves me with some questions:

1. What caused the additional Coordination with LES? Thought part of original agreement.
2. Open house meeting? thought part of original agreement.
3. Pre-bid meeting? thought part of original agreement.
4. Construction Phase Service? thought part of original agreement.

I have the E.O.

WEST HAYMARKET TEUP
ASSIGNMENT AND ASSUMPTION AGREEMENT

This West Haymarket TEUP Assignment and Assumption Agreement ("Assignment") is made and entered into as of the _____ day of _____, 2010, between the **City of Lincoln, Nebraska,** a municipal corporation ("City") and the **West Haymarket Joint Public Agency**, a political subdivision and corporate body politic of the State of Nebraska ("Agency").

RECITALS

I.

The Agency has been created and established by and between the University of Nebraska and the City of Lincoln pursuant to the Joint Public Agency Act, (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, the "Act"), by entering into the Joint Public Agency Agreement creating the West Haymarket Joint Public Agency.

II.

A Certificate of Creation of the West Haymarket Joint Public Agency has been issued by the Secretary of State of the State of Nebraska in accordance with the Act.

III.

The Agency has been formed for the purpose of (a) constructing, equipping, furnishing and financing public facilities in the West Haymarket area of the City including but not limited to (1) a sports/entertainment arena (the "Arena"), (2) roads, streets and sidewalks, (3) a pedestrian grade separation, (4) public plaza space, (5) sanitary sewer mains, (6) water mains, (7) electric transmission lines, (8) drainage systems, (9) flood control, (10) parking garages and (11) surface parking lots (collectively, the "West Haymarket Facilities"), and (b) to (1) acquire land and to relocate existing businesses, and (2) undertake environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities, (c) issuing bonds to finance the same (the "Bonds"), (d) providing for the operation, maintenance and management of the Arena and related facilities, (e) collecting revenues,

rents, receipts, fees, payments and other income related to the Arena, (f) levying a tax, as required and as provided by the Act and the JPA Agreement to pay the principal or redemption price of and interest on the Bonds, when and as the same shall become due; and (g) exercising any power, privilege or authority to provide for the acquisition, construction, equipping, furnishing, financing and owning such capital improvements or other projects upon or related to any of the Projects as shall be determined by the governing body of the Agency to be necessary, desirable, advisable or in the best interests of any of the Participants in the manner and as provided by the Act.

IV.

The Agency and the City have entered into a Facilities Agreement dated July 26, 2010, providing that the Agency pay the costs of acquiring and constructing each of the Projects for and on behalf of the City and that the Agency issue Bonds for such purposes, subject to certain funding obligations of the City.

V.

In order to carry out the above purpose of the Agency and its obligations under the Facilities Agreement, the parties desire that the City, as Assignor, assign to the Agency, as Assignee, and for Agency, as Assignee, to assume all of the City's rights, interests, duties, and obligations under the Agreement approved by Executive Order No. 80944, as amended by Amendment Nos. 1 - 5 to (Executive Order Nos. 81229, 81873, 82169, 82588 and 82815 respectively) between the City of Lincoln and Olsson Associates, Inc., to complete a West Haymarket Transportation, Environmental and Utilities Plan (TEUP Agreement).

NOW, THEREFORE, in consideration of the above Recitals, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. City does hereby sell, assign, transfer, and convey to Agency all of the City's rights, title and interest in and to and under the TEUP Agreement referred to above, and Agency shall be entitled to exercise such rights without the prior consent or permission of City.

2. Consent to Assignment. Olsson Associates, Inc. does hereby consent to the assignment of the TEUP Agreement and Olsson Associates, Inc. agrees to have the bonds and insurance associated with such Agreement reissued to the benefit of the Agency.

3. Assumption. Agency does hereby assume and covenant and agree to fully, completely, and timely perform, comply with, and discharge each and all of the obligations, duties and liabilities of the City under said Agreement. Agency shall fully and completely indemnify and hold City harmless from and against the performance of any and all duties and obligations that arise after the date hereof that are imposed on City under the terms and provisions of the Agreement.

4. Future Performance of City. City agrees to cooperate fully with Agency and to assist Agency in exercising Agency's rights under the Agreement if such assistance becomes necessary or desirable in order for Agency to fully realize the benefits of which Agency is entitled under this Assignment, including the making, executing, and delivering of any documents or instruments or the giving or granting of any permission, waiver, or consent so long as such assistance or action does not subject City to liability solely by reason thereof and so long as Agency reimburses City for the reasonable value of any out-of-pocket costs.

IN WITNESS WHEREOF, the parties hereto have executed this West Haymarket TEUP Assignment and Assumption Agreement as of the ____ day of _____, 2010.

City of Lincoln, Nebraska
a municipal corporation

ATTEST:

_____
City Clerk

By: _____
Chris Beutler, Mayor of Lincoln

West Haymarket Joint Public Agency
Board of Representatives

By: _____
Jayne Snyder, Chairperson

Olsson Associates, Inc.

By: _____
Title:_____

80944

Smart # 08040038

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER

A/A

EXECUTIVE ORDER

NO. 080944

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE CITY OF LINCOLN, NEBRASKA:

I hereby approve and execute on behalf of the City of Lincoln a Consultant Agreement with **OLSSON ASSOCIATES, INC. for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP), Spec No. 08-027**, for the Planning Department.

The City Clerk is hereby directed to return a signed copy of this Executive Order and Consultant Agreement to Kent Morgan, Assistant Director of the Planning Department for delivery to Olsson Associates, Inc.

Dated this 10 day of April, 2008.

Chris Beutler, Mayor

Approved as to Form & Legality:

Nikki Esposito
Chief Assistant City Attorney

Approved:

Finance

Approved:

Planning

80944

CONSULTANT AGREEMENT

THIS AGREEMENT is entered into this 10 day of April, 2008, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City" and Olsson Associates, Inc., hereinafter referred to as "Consultant."

RECITALS

A.

The City proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP) as described in Exhibit A, *Scope of Services* and Exhibit B, *Time of Performance*, attached hereto and incorporated herein by reference ("Consultant Services").

B.

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

C.

Consultant hereby represents that Consultant is willing and able to perform the Consultant Services in accordance with this Agreement and Exhibits A and B.

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

I.

EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ Consultant to perform the Consultant Services and Consultant hereby agrees to perform said Consultant Services more particularly described in Exhibits A and B.

II.

ADMINISTRATOR OF AGREEMENT

Kent Morgan, Assistant Director of the City's Planning Department, shall be the City's representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. John S. Olsson, P.E. is the Project Manager for the Consultant and will supervise and be in charge of the performance of all Consultant Services set forth in this Agreement and Exhibits A and B.

III.

CONSULTANT SERVICES

Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the Consultant Services set forth in this Agreement and Exhibits A and B.

IV.

TERMS OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this Agreement, but in no event shall such term exceed one (1) year.

V.

COMPENSATION

The City agrees to pay Consultant for the Consultant Services a sum not to exceed one million two hundred and fifty thousand dollars and zero cents ($ 1,250,000.00). Progress payments based upon time and expense as shown by monthly invoices for the Consultant Services performed shall be payable *[monthly]* upon receipt of supporting documentation acceptable to the City for the Consultant Services completed. All payments will be made to the Consultant.

Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment to the Consultant.

VI.

SERVICES TO BE CONFIDENTIAL

All Consultant Services, including reports, documents, opinions and information, furnished pursuant to this Agreement or Exhibits A and B shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City without the prior written approval of the City. However, if the Consultant is required by law to disclose the Consultant Services furnished pursuant to this Agreement or Exhibits A and B, the Consultant agrees to provide the City with notice prior to making such disclosure. This Article shall survive any termination of this Agreement.

VII.

NON-RAIDING CLAUSE

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

VIII.

TERMINATION OF AGREEMENT

A. This Agreement may be terminated by either party for substantial breach by the other party upon at least ten days written notice.

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

If the Agreement is terminated by either the City or Consultant as provided in paragraph A or B above, Consultant shall be paid for all Consultant Services performed and reimbursable expenses incurred up to the date of termination not to exceed the maximum agreed upon amount set forth in Article V of this Agreement. Except as provided in this Article in the event of termination, Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement.

The Consultant also agrees that, in the event of termination, all Consultant Services performed, all information provided by Consultant to the City, and all information provided by the City to the Consultant, pursuant to this Agreement or Exhibits A or B, shall remain confidential pursuant to the terms in Article VI above and shall not be provided to any person without the prior written approval of the City. However, if the Consultant is required by law to disclose the Consultant Services furnished pursuant to this Agreement or Exhibits A or B, the Consultant agrees to provide the City with notice prior to making such disclosure.

Consultant further agrees that if the Agreement is terminated due to Consultant's substantial breach, the Consultant shall not be employed by any developer or other party who is or may be interested in the Consultant Services, or interested in the decisional process relating to the application of such findings as may result from the tasks performed pursuant to this Agreement or Exhibits A and B for a period of one (1) year after such termination, without prior written approval of the City.

IX.

PERMITS

Consultant will assist the City in applying for permits and approvals normally required by law for projects similar to the one for which the Consultant's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the planning documents or other services normally provided by Consultant and included in the Consultant Services identified in this Agreement and Exhibits A and B.

X.

ADDITIONAL SERVICES

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

XI.

EQUAL EMPLOYMENT AND FAIR LABOR PRACTICES

In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age or marital status. In the employment of persons, Consultant shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age or marital status. Consultant shall submit an affirmative action program information sheet to the City pursuant to City of Lincoln Executive Order No. 38000 upon a form prescribed by the City. Failure of Consultant

to abide by the terms and conditions of the affirmative action program as approved during the contract period shall be deemed to be a substantial and willful violation of this Agreement and may result in termination of this Agreement. Consultant shall maintain fair labor standards in the performance of this Agreement as required by Chapter 73, Nebraska Reissue Revised Statutes of 1943 (as amended).

XII.

ASSIGNABILITY

The Consultant shall not assign any interest in this Agreement, except for the work of the subconsultants identified in this Agreement or Exhibits A and B, delegate any duties or work required under this Agreement or Exhibits A and B, nor transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from City under this Agreement maybe assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

XIII.

INTEREST OF CONSULTANT

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

XIV.

OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of City.

City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials. However, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant or Consultant's independent professional associates or consultants, and the City shall indemnify and hold harmless Consultant and Consultant's independent professional associates or consultants from all clams, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon between the City and Consultant.

XV.

COPYRIGHTS, ROYALTIES & PATENTS

Without exception, Consultant represents the consideration for this Agreement includes Consultant's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights.

Consultant shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement.

XVI.

COPYRIGHT; CONSULTANT'S VERIFICATION

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

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

XVII.

INSURANCE AND HOLD HARMLESS

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its elected officials, officers, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by Consultant or anyone directly or indirectly employed by Consultant or anyone for whose acts any of them may be liable. This section will not require Consultant to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.

The Consultant agrees to maintain such insurance coverage as will fully protect both Consultant and City from any and all claims under any Worker's Compensation Act or Employer's Liability Law and from any and all other claims of whatsoever kind or nature for damage to property or for bodily injury, including death, made by anyone whomsoever which may arise from the work performed under this Agreement, either by Consultant, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. Consultant shall exonerate, indemnify and hold harmless City from and against, and shall assume full responsibility for payment of all federal, state, and local taxes and contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Consultant or any such employees of Consultant as may be engaged in the performance of this Agreement.

A. AUTOMOBILE LIABILITY INSURANCE

The Consultant shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect it against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for it in an capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by a such Automobile Liability Insurance shall either be:

I. Bodily Injury Limit of $500,000 Each Person/$1,000,000 Each Occurrence **and** Property Damage Limit of $500,000 Each Occurrence; **or**

II. Combined Single Limit of $1,000,000 Each Occurrence.

B. PROFESSIONAL LIABILITY INSURANCE

The Consultant shall maintain during the performance of its services under this contract, Professional Liability Insurance, naming and protecting Consultant against claims for damages resulting from the Consultant's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than two million dollars ($2,000,000).

XVIII.

MINIMUM SCOPE OF INSURANCE

All liability insurance policies (except Professional Liability) shall be written on an "occurrence" basis only, except for professional liability insurance which may be based upon a "claims-made" basis. All insurance coverages are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of not less than A:VIII unless specific approval has been granted by the City.

XIX.

CERTIFICATE OF INSURANCE

All Certificates of Insurance shall be filed with the City of Lincoln on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding sections, and showing the City of Lincoln is an additional insured, except for Professional Liability Insurance, Workers Compensation and Employers' Liability. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days notice of cancellation or non-renewal of insurance coverage.

XX.

NOTICE

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

City of Lincoln Nebraska
Planning Department
Attention: Kent Morgan
555 So. 10th St., Suite 213
Lincoln NE 68508

Olsson Associates, Inc.
Attention: John S. Olsson
1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608

XXI.

INDEPENDENT CONTRACTOR

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

XXII.

NEBRASKA LAW

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

XXIII.

INTEGRATION

This Agreement and Exhibits A and B represent the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement.

XXIV.

AMENDMENT

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

XXV.

SEVERABILITY

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

XXVI.

WAIVER OF CONTRACTUAL RIGHT

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

XXVII.

REPRESENTATIONS

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

XXVIII.

CAPACITY

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

IN WITNESS WHEREOF, Consultant and the City do hereby execute this Agreement.

Attest:

City Clerk

CITY OF LINCOLN, NEBRASKA

By: _____
Chris Beutler, Mayor of Lincoln

OLSSON ASSOCIATES, INC.

By: _____

_____
Title

By: _____
VICE PRESIDENT
Title

EXHIBIT A
SCOPE OF SERVICES

West Haymarket
Transportation, Environment, & Utilities Plan (TEUP)

Background and Overview

The purpose of the work included in this contract is to develop preliminary-level Transportation, Environmental, and Utilities (TEUP) conceptual and pre-construction plans, drawings, and program statements for the West Haymarket study area. These technical products will be used in the creation of an Integrated Development Plan (IDP) for West Haymarket. The Scope of Services for the TEUP effort include ***four (4) major work components***:

1. Study Administration – This component involves a single Project Manager from the consultant team to work with the City's West Haymarket Project Manager to ensure the timely completion of quality work products within available budgetary resources.

2. Transportation – This component involves the assessing, planning, and engineering of transportation facilities for the study area with an emphasis on traffic demand and management, street and bridge design, railroad operations, parking services, and public transportation.

3. Environment – This component involves the assessing, planning, and engineering of environmental elements for the study area with an emphasis on soils, environmental mitigation, wetlands, floodplains, and stormwater. Engagement of and working with natural resources agencies will be a critical part of this work component.

4. Utilities – This component involves the assessing, planning, and engineering of utilities for the study area with an emphasis on water, wastewater, communication (including fiber and optic), electrical (including a potential District Energy Corporation), and natural gas utilities.

The work undertaken during this time will both expand and refine the understanding of redevelopment opportunities and challenges for this area, and set the stage for future design that may be necessary for implementation. The TEUP technical products will provide sufficient design detail to allow for meaningful discussions about the viability and suitability of redevelopment proposals within the study area and environs.

Scope of Services for TEUP

Component 1 – Project Administration/Public Involvement

1. **Project Startup**
   A. Refine study goals, work tasks, and responsibilities, including relationship of the work tasks with overall site development, facility design and construction cost projections.
   B. Finalize task schedule (including projected meetings) and budget.
   C. Conduct initial meeting of City and Consultant staff to affirm overall work program for TEUP.
   D. Establish internal budget and cost tracking mechanisms to assist to development of project status reports based on progress/work completed of various study areas.

2. **Kick-off Meeting & Workshop**
   A. Prepare for and participate in a day-long coordination workshop with the Unified Design Team to coordinate various study aspects such as building site layouts, railroad track relocation, parking lot design & layout, environmental issues and utility design. This workshop is anticipated to occur during the first week of May 2008.

3. **Verify Data Transfer and Communication Plan**
   A. Confirm working technical corroboration of IDP databases with City's GIS and set up electronic exchange formats for text and image documents.
   B. Establish project-related communication and reporting requirements.
   C. Assure project CADD base files and plan sheets will be prepared and submitted in accordance with the City of Lincoln's CADD Standards in Microstation format. Firms shall submit plan sets for review in pdf format with two paper copies of each submittal.

4. **Bi-weekly Coordination Meetings**
   A. Preparation for and participation in Bi-weekly coordination meetings with internal staff to include any one of the following; West Haymarket Project Manager or the City's designated Integrator Consultant (John Sinclair). A maximum of ten (10) meetings are anticipated. Additional meetings beyond this amount shall be charged at a rate of $1,500 per meeting.

5. **Public Involvement Assistance**
   A. Public engagement approach shall be implemented and executed by City. The Olsson and HWS Project Managers shall be available to attend the public meetings as requested by City. Technical Exhibits shall be provided as required. A total of ninety-five (95) manhours have been programmed for Public Involvement related activities.
   B. Interface with Public Relations Consultant to relay technical information that may be needed during this phase of the work.

Component 2 – Transportation

1. **Overall Project Management and Coordination – Common to all Component 2 Study Areas**
   A. Identify internal, external, and community stakeholders, including agencies, organizations, and individuals; Define stakeholders roles in the West Haymarket site planning and development process as they relate to TEUP.
   B. Refine/affirm study goals, work tasks, geographic study area, and responsibilities relative to TEUP, including relationship of these elements to facility design, construction cost projections, and development scenarios.
   C. Confirm working technical corroboration of ECP databases with City's GIS and set up electronic exchange formats for text and image documents.
   D. Participate in technical analysis and meetings with natural resource agencies regarding alignments for a secondary roadway connection from the West Haymarket road network to Sun Valley Boulevard to supplement the existing connection at Line Drive.

2. **Railroads**

   A. **Topographic Survey**
   Conduct topographic surveys to determine critical elevations and locations of all facilities, including existing structures, utilities, and drainage features for *use in the preliminary and final design of all facilities. Topographic surveys* will be conducted in the immediate Haymarket Area as well as select other sites which are indentified through the preliminary meeting process as relocation sites for railroad buildings and track relocation. Existing survey data will be used wherever possible.

   B. **Inventory Existing Track**
   Inventory all existing track material likely affected by West Haymarket redevelopment, including ties, rails, buildings, switch gear, communication facilities, and other operating equipment. An existing Depot (X-Yard) drawing will be created that documents the inventoried quantity of all track ties, turnouts, buildings, switch gears, communication equipment and other operating equipment.

   C. **Geotechnical Investigation**
   Conduct geotechnical investigations relative to determining suitability of existing materials for track subgrade support in the West Haymarket area. The test boring and geotechnical reports will provide insights into existing soil conditions, unstable subgrade conditions, unsuitable subgrade removal/sub excavation and replacement with stabilization and controlled earth fill materials, compaction recommendations, culvert subgrade stabilization, benching of new fill into existing soils, cross-slopes within proposed track and service road locations, and suitable compacted fill material types. Five (5) test holes are anticipated.

D. Conceptual Design/Prelim. Meetings

Preliminary Meetings with Railroads: Consult with BNSF, UP and other railroad operators to clarify "before" and "after" conditions in West Haymarket and to confirm the optimal approach to be pursed as part of the study, including:

(1) Conduct safety training and certification necessary to allow project staff access to railroad properties.

(2) Understand railroad operations and critical alignments which would be impacted by the proposed redevelopment.

(3) Present all viable West Haymarket development concepts to the railroads to determine likely operational impacts and the railroad's priorities.

(4) Solicit preliminary alternative concepts from the railroads which they would like to be considered in the overall study process.

(5) Determine railroad's operational impacts from relocating the yard and tracks from West Haymarket to other location(s).

(6) Delineate other implications (e.g., sites, costs, property acquisitions, utilities) from the relocation of trackage from the West Haymarket.

(7) Define operational and rail maintenance options the railroads determine are acceptable of further evaluation

(8) Review railroad program requirements with development options (e.g., arena, hotel, parking garages, etc.) being considered for West Haymarket.

E. Preliminary Design

Preliminary Design of Railroad Track and Yard Concepts: Complete a preliminary design of railroad track and yard concepts to evaluate selected concepts, to determine design feasibility, and to estimate costs. This subtask will target a "30% design solution" by undertaking the following:

(1) Coordinate assessment and initial planning of railroad relocation activities with any current and proposed remediation efforts and any brownfield projects which may be an integral part of the study process. Sites of concern may be those tentatively identified under the City's Brownfields Assessment Grant or other known or suspected areas that may present challenges to safe construction and operation of rail facilities.

(2) Prepare conceptual layout for track and facility relocations for review by the railroads and City staff. These layouts should provide the basis for additional discussion and review to ensure more detailed design work should be conducted.

(3) Prepare a preliminary design time line to demonstrate how the West Haymarket site and relocation of rail facilities could conform with the railroad's operational and maintenance schedule so as to minimize inconvenience to the railroads. The time line should integrate major milestones for various field surveys, railroad flagmen, and completion of design stages.

(4) Undertake additional preliminary design work with the preparation of plan sheets. The plans would minimally include: General Notes, Vicinity Map, Typical Track Sections, Standard Details, Service Roads, Electrical Service, Signal Systems, Horizontal Control and Geometric Layout, and other design details. Design plans should to be in a mutually agreeable visual and electronic format so they can be viewed and understood by all involved parties.

(5) Coordinate with wetland and environmentally sensitive site design tasks. Wetland delineation and permitting requirements should be considered within this subtask and appropriate actions taken.

(6) Schedule Bi-weekly communications with railroad staff to assure continuous communication and understanding of projects status is achieved. Periodic status reports will be prepared to document project status.

(7) Continue communication with the railroad including clarification on how relocation work would best be allocated among railroads forces, approved railroad contractors, and other qualified contractors.

(8) Prepare a report showing a "30% design solution" which summaries the overall findings of "Task 3 - Railroads.

F. Cost Opinions

(1) Estimate cost of construction for preliminary design work from Subtask 2.2.E. Sufficient detail should be provided so future unit price increases can be updated as necessary.

(2) Estimate railroad operational cost components to ensure clear communication with the railroads.

G. Report

Prepare a report showing a "30% design solution" which summaries the overall findings of "Component 2, Study Area 2 - Railroads.

3. Roadways and Bridges

A. Data Collection

(1) Review roadway alignments and activity centers shown in the West Haymarket draft concept plans.

(2) Conduct initial discussions with Nebraska Department of Roads (NDOR), Burlington Northern Sante Fe Railroad (BNSF), JAVA, and other major transportation stakeholders regarding their facility plans and needs.

B. Traffic Analysis

(1) Set up traffic study process for a single assumed West Haymarket concept plan, with uses and development intensities (e.g., arena seating capacity, hotel rooms, convention center space) provided by the City's West Haymarket Project Manager; Confirm assumed event conditions for initial analysis.

(2) Compare initial traffic study process results with available and assumed capacities on the surrounding street network.

(3) Summarize the projected traffic patterns in the West Haymarket and vicinity based on the alignments shown in the draft concept plans to determine a working list of sites where improvements may be suggested and then define improvement options along with costs and traffic benefits.

C. Roadway Alignment/Concepts

(1) Options to be considered as part of this subtask will likely include the following:

a. Additional connection to Sun Valley Boulevard from Haymarket Park (i.e., existing Line Drive and a second location/option to be determined)

b. Connection to Salt Creek Roadway

c. Connection to "M" and "N" streets

d. Development of a north/south roadway along approximately 6th Street (a.k.a., "backbone road" or "Arena Drive")

e. Development of potential east/west collectors

[Note: Certain of these options will require more detailed analysis to assess alterative designs and to confirm the best overall approach.]

(2) Utilize existing City topographic data to confirm the engineering, environmental, and cost viability of options.

(3) Develop typical roadway sections, alignments, and identify bridge types for all necessary roads in the West Haymarket study area.

D. Bridge Alternatives

(1) In conjunction with the Nebraska Department of Roads, coordinate for an additional Salt Creek vehicular bridge to facilitate improve traffic movements to and from the proposed parking areas on the west side of BNSF mainline trackage.

E. Pedestrian Circulation

(1) Establish – in conjunction with the City's Project Manager – basic task objectives, work scope, and definitions regarding "pedestrians" and "pedestrian facilities"

(2) Determine baseline conditions for pedestrian conditions in the Haymarket, including volumes, patterns of movement, high volume points of origin and destination, and other related quantitative and qualitative measures as applicable.

(3) Define realistic and empirically based "level of service measures" for pedestrian circulation in the Haymarket and West Haymarket areas

(4) Coordinate pedestrian circulation patterns with the Unified Design Team as the overall plan elements for the West Haymarket are being determined

(5) Identify – in coordination with the City West Haymarket Project Manager and Integration Development Plan consultant – key locations throughout the overall project area for pedestrian-friendly venues which attract, support, and further responsible community gatherings and enhance the pedestrian experience.

(6) Complete community engagement activities as applicable throughout this task, including discussions with City departments, committees, and other public and private stakeholders

F. Exhibits

Prepare display boards and concept drawings for use in public meetings and for internal meetings with stakeholders.

G. Cost Opinions & Final Recommendations

(1) Coordinate with the West Haymarket Project Manager and other members of the West Haymarket Unified Design Team on various other aspects of the study such as building site layouts, railroad track relocation, parking lot design and layout, environmental issues, and utility design.

(2) Based on full complement of traffic analysis, prepare conceptual plans and recommend a future roadway network for the West Haymarket study area, with sufficient detail to determine projected traffic volumes, facility improvement costs, construction timing, traffic management requirements, and other elements as applicable.

4. Parking

A. Current Conditons

(1) Current Parking Conditions Analysis: The City of Lincoln is pursuing the completion of a "Comprehensive Downtown Lincoln Parking Study" (CDLPS). This Study is anticipated be undertaken and completed during the first half of Calendar Year 2008. Collection of parking supply and demand data for the Haymarket district will be part of this endeavor. The proposed Scope of Services also calls for the consultant to analyze the supply and demand for parking relating to the redevelopment of West Haymarket. This subtask is intended to ensure the full coordination between the Comprehensive Downtown Lincoln Parking Study and this work outlined in the RFP, which may involve additional detailed analysis as part of the TEUP.

(2) Meet with CDLPS consultant staff to discuss Parking Study Scope of Services and review available parking supply and demand data.

(3) Prepare list of "parking stakeholders" relative to the potential redevelopment of the West Haymarket study area.

(4) Identify any data gaps and/or methodological deficiencies with CDLPS and discuss with City's West Haymarket Project Manager to determine appropriate course of action.

(5) Undertake additional activities as determined in Subtask (4) above.

(6) Prepare written summary of existing parking conditions within the West Haymarket study area and its environs which may impact further development including site layout, roadways, facilities design, parking system, and other relevant factors.

B. Future Conditions

Future Parking Conditions Analysis: Based on work conducted as part of the TEUP, CDLPS, and related studies, this Subtask will examine future parking conditions in the West Haymarket and its environs assuming redevelopment occurs. Coordination of work efforts with the CDLPS consultant is assumed.

(1) Identify future land use assumptions for the West Haymarket study area and its environs under at least two development scenarios -- either "time based" or "development based." This will include projected facility sizes for an arena, convention center, hotel, sport and recreational facilities, and other development categories.

(2) Project parking demand for each development scenario using data provided by the CDLPS consultant and as otherwise collected as part of the TEUP study. Parking demand assumptions should reflect levels used in the CDLPS, however, adjustments may be made as determined in consultation with the West Haymarket Project Manager.

(3) Revisit initial future parking supply projects made as part of the overall development assessments associated with West Haymarket planning effort and revise as appropriate.

(4) Conduct a preliminary parking demand v. supply analysis for the development scenarios setup in Subtask (1) above. A written summary should be prepared to highlight demand-supply implications, including issues relating to assumed future parking inventories, parking operations, land uses, development intensities, vehicle occupancy, arrival-departure times, turnover, and other relevant conditions.

(5) Compare findings with work completed to-date for the Comprehensive Downtown Lincoln Parking Study.

(6) Prepare a general evaluation of various structured parking facility designs which should be considered to facilitate traffic flow as part of post-event traffic management.

(7) Prepare a general evaluation of various surface parking facility designs which provide "Best Management Practices" (BMPs) and "Low Impact Development" (LID) for mitigating the effects of stormwater runoff.

C. **Recommended Strategies**

Recommend Future Parking Strategy: This subtasks should result in a final assessment of the likely future parking conditions for West Haymarket and its environs and provide a recommended parking strategy for addressing future parking requirements.

(1) Develop a recommend parking strategy for the West Haymarket study area which delineates phased parking development for at least two time periods (e.g., facility opening and five years later) showing parking needs (i.e., space demand by facility) by general location and type of facility. Also address parking structure design requirements, operational techniques for event traffic management, pricing structure, construction cost estimates, overlapping/shared use of spaces, and other related items.

(2) Demonstrate best approach to maximize the use of existing parking facilities in the study area and Downtown/UNL in general.

(3) Coordinate all recommendations with the work done for the "Comprehensive Downtown Lincoln Parking Study."

D. **Cost Opinions**

Develop cost opinions for various alternatives which have been studied and deemed suitable.

Component 3 - Environmental

1. **Overall Project Management and Coordination – Common to all Component 3 Study Areas**

A. Identify internal, external, and community stakeholders (e.g., engineers, architects, appraisers, market analysts, Real Estate and mortgage brokers, planners, current and future tenants/users, environmental consultants, attorneys, insurers), Resource Agencies (e.g., COE, EPA, DEQ, HHS, LPSNRD), and individuals; Define stakeholders roles in West Haymarket site planning and development process.

B. Refine/affirm study goals, work tasks, geographic study area, and responsibilities, including relationship of the Environmental Conservation Plan (ECP) with facility design and construction cost projections.

C. Finalize task schedule (including projected meetings) and project budget.

D. Confirm working technical corroboration of ECP databases with City's GIS and set up electronic exchange formats for text and image documents.

E. Establish project-related communication and reporting requirements.

F. Review public engagement approach and time line.

G. Participate in initial meeting of West Haymarket Unified Design Team to affirm overall work program and schedule for ECP.

H. Participate in initial meeting with applicable Federal, State, and local Resource Agencies to review and confirm overall work program and scheduled for ECP.

I. Conduct working session with Unified Design Team to consider development conditions appropriate for further analysis based on previous findings.

2. Soils and Geotechnical Analysis

A. Right of Entry

Work with the City to obtain applicable property owner permission or access if consent denied to conduct on-site testing.

B. Develop Work Plan - South

(1) Utilize information provided by the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area to complete Component 3, Study Area 2 work. This may also include likely building footprints, structure size and massing, and basement depths.

(2) Determine appropriate number and location for sampling and testing as required for buildings and environmental impairments:

(3) Estimated three exploratory borings (ASTM D 1452) and an equal number of friction-cone sounding tests (ASTM D 3441) for the purpose of ascertaining data on soil types, layering, uniformity, and strength of soils.

(4) Sampling of soils in general accordance with soil penetration tests (ASTM D 1586), thin-walled tube sampling (ASTM D-1587) and subsurface materials identification (ASTM D 2488).

(5) Estimated 10 geoprobes (to 30 ft.) utilizing electric resistivity for determination of soil characterization and sample collection needs relative to environmental impairment.

C. Develop Work Plan – North

(1) The following geotechnical investigation will be performed to evaluate the underlying subsoil conditions as it relates to delineating the abandoned landfill. The area of investigation is approximately 160 acres in size with the abandoned areas of the landfill primarily located within the embankment areas of the abandoned creek channel of Oak Creek that was realigned and straightened almost 60 to 70 years ago. It is anticipated that the majority of the future development will require additional fill placement on the order of approximately 2 to 4 feet. Based on a review of the previous soil test borings and proposed layout, we recommend that an additional soils investigation be completed to evaluate where the proximity of the landfill area is located along with determining the future impact the abandoned landfill area may have on the future recreational fields. Previous soil boring information obtained a soil profile to evaluate the suitability of this area and this historical information will be utilized in evaluating the future boring locations as it relates to the soil probing and drilling operations. The following is our recommended scope of services to address the geotechnical issues.

a. **Field Exploration**
Review the site geology and available soils information from previous investigations to determine the necessary approach to the electromagnetic surface survey, geoprobe drilling and soil test borings.

b. For the purposes of our geotechnical exploration, we propose to provide an electromagnetic surface survey. A test plot area will be performed to delineate the area. After the surface survey is complete, we will utilize electrical resistivity trash pit locating techniques. This procedure will utilize geoprobe drilling operations to help delineate the proximity of the landfill boundary. Depending on the information obtained from the electromagnetic surface survey, we anticipate the soil probing will involve placing the geoprobe borings on a grid type matrix that will have an estimated spacing between the borings of about 100 to 200 feet. The soil probes will be extended to an estimated depth of 30 feet below the existing ground surface. Based on the site layout, a total of about 40 geoprobe borings are anticipated with the final proximity of the geoprobe layout being determined from the information provided by the electromagnetic surface survey.

c. Upon completion of the geoprobing operation, we propose to complete soil test borings to obtain soil samples. The geotechnical drilling operation is anticipated to involve approximately 30 soil test borings to depths of 30 feet. The soil test borings will be backfilled with bentonite to properly seal the hole. The information obtained from the drilling operations will be delivered to the laboratory for additional testing.

d. Contact Diggers Hotline of Nebraska and coordinate with local utility manager to locate underground utilities.

e. Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.

f. Obtain groundwater levels, if encountered, in the test borings at the time of drilling and upon completion of the drilling operations.

g. The scope of the drilling operations does not include the installation of any monitoring wells. It was our assumption that these cost would be included in the environmental analysis.

h. If Consultant, while performing the Consultant Services, discovers hazardous substances or pollutants that pose unanticipated risks that make it necessary to take immediate measures to protect human health and safety, the Consultant shall immediately notify the City and any local, state, and federal agencies as required by law.

(1) Laboratory and Settlement Monitoring Services

Note that a review of the previous investigations into the site conditions indicated that the in-situ soils will likely transition from lean clay to poorly graded sands at depths of 20 to 30 feet below the present ground surface. Groundwater elevations will vary significantly across the development and is anticipated to be anywhere from 4 to 5 feet below the ground surface to as deep as 15 to 20 feet below the ground surface. Therefore, the lab testing will involve various types of testing and will be conducted according to ASTM standards.

a. Proposed laboratory testing will include visual soil classification (ASTM D-2488), Moisture content tests (ASTM D-2216), Atterberg limits tests (ASTM D-4318), P-200 wash sieves and mechanical sieve analysis (ASTM D-498), organic tests and several one-dimensional consolidation tests (ASTM D-2435) are also anticipated.
b. Approximately 4 to 6 settlement plates will be installed across the future development area to monitor possible consolidation of the landfill debris. After the varying fill heights are placed around the settlement plates, the plates will be monitored for settlement for a period of approximately 6 months. After the settlement period is complete and the fill material is removed, the plates will continue to be monitored for a short period of time to determine if any rebound conditions occur. Costs for importing and placing surcharge soil is not included.

D. Field Work and Drilling

Complete all on-site soils testing as noted above for Work Plan.

E. Lab Testing

Undertake laboratory testing of sampled soils, including visual inspection of samples, classification of soil types (ASTM D 2487), moisture content and dry density assessment, consolidation/swell tests, unconfined compression tests as necessary, and standard penetration tests.

F. Report and Recommendations

(1) Complete draft Geotechnical Engineering Report (GER) with penetration diagram, boring logs, density and moisture content, unconfirmed compresses strengths, consolidation/swell test data, depth to groundwater, subsurface conditions, soil classification chart and tables, and soil and rock classification test data.

(2) Prepare recommendations from sampling data regarding:
   a. Allowable soil bearing pressure
   b. Minimum depth to suitable bearing material
   c. Frost depth requirements

d. Presence of potentially expansive soils
e. Type of fill and backfill materials and compaction requirements
f. Estimated settlement or heave of floor slabs and footings Active, passive, and at-rest earth pressures for retaining & building walls
g. Drainage for foundation and retaining walls
h. High ground water conditions or perched water table (if any)
i. Estimate settlement from fill placement on existing soil strata and trash debris.

(1) Conduct updates as necessary to GER findings and recommendations following review by Unified Design Team.

(2) Document all assumptions, activities, and preliminary findings and recommendations into a "Component 3, Study Area 2 - Soils and Geotechnical Analysis Report."

3. Environmental Assessment Review and Update

A. Review Status/Data

Review status of and findings from Environmental Protection Agency (EPA). Phase 1 and Phase II Environmental Site Assessments for the "West Haymarket Redevelopment Area."

B. Additional Follow-up Activities

(1) Determine any additional follow up actions to complete Phase I and II Assessment with EPA, property owners, and/or other entities (e.g. authority for access must provide notice of entry to landowners prior to investigation.)

(2) Identify any desirable and necessary expansion or parceling of areas that do not require cleanup in geographic and/or technical scope from initial Phase I and II Assessments. Identify remedial technology constraints and restrictions on use and potential for including remediation as an aspect of construction project. Also identify any environmental compliance obligations and potential legal liabilities/defenses under local, State, or Federal law.

(3) Review potential environmental and site development implications of preexisting landfill in the general vicinity of Oak Lake.

(4) Chart – in cooperation with City's Project Manager – appropriate course of action for Unified Design Team and pursue issues identified in Tasks (1), (2) and (3) above, Contamination - remediation v. engineering/institutional controls v. parceling; Liability - defenses, environmental insurance, hold-harmless/indemnification agreements, foreseeable contribution actions, negotiation contributions from Rps in land acquisition agreements, land appraisals and condemnations.)

(5) Undertake actions as applicable, including additional Phase I and II assessments as deemed necessary, including contacting Resources Agencies for guidance particularly with respect to remedial action, land use controls, compliance, and liability.

(6) If Consultant, while performing the Consultant Services, discovers hazardous substances or pollutants that pose unanticipated risks that make it necessary to take immediate measures to protect human health and safety, the Consultant shall immediately notify the City and any local, state, and federal agencies as required by law.

C. Regulatory Involvement

(1) Communicate key findings to West Haymarket Project Manager and Unified Design Team.

(2) Meet with Resource Agencies to discuss environmental assessment findings and follow-up work as applicable, particularly with respect to remedial action, land use controls, compliance, and liability.

D. Documentation

Document all assumptions, activities, and preliminary findings and recommendations into a "Task 3 - Environmental Assessment Report."

E. Oak Lake Environmental Investigation (North)

(1) The primary goal of the Oak Lake Landfill North Area investigation is to assess the vertical and lateral extent of the former landfill area so that a conceptual layout of the recreational facility can be completed. To accomplish this goal, Olsson will perform a two part investigation of the landfill extent. Initially, Olsson will perform a surface electromagnetic (EM) survey of areas north and south of Oak Lake suspected of containing landfill debris. Olsson will use a Geonics EM-31 terrain conductivity instrument to locate buried debris and disturbed soil on continuous survey lines across targeted areas within the site. Initial EM field surveys will take place at known landfill locations to determine the contrast in conductivity between disturbed and undisturbed areas. After the conductivity contrasts are identified, the surveys will be completed across the area to confirm or deny the presence of landfill material. The field data will be processed and a map of suspected locations produced. The next phase will be to confirm the geophysical information by drilling using a geoprobe and hollow stem auger (HSA) drilling rig. The scope for the geoprobe/HSA field investigation is included in the geotechnical scope of work and is not described in any additional detail here.
Also part of this investigation will be a thorough review and summarization of the existing private and public soil and

groundwater investigations that have occurred in the Oak Lake Landfill North Area. The project team will use the past studies to ascertain risk to the public and environment from landfill leachate. The NDEQ is scheduled to complete a Phase II investigation of the area in 2008 and this information will be evaluated and summarized as part of this evaluation. It is assumed that the scope of the Phase II completed by the NDEQ will include groundwater and methane gas sampling. Should this not be the case, additional field investigation will be recommended to document the current groundwater and soil gas conditions.

Upon completion of the field investigation and literature review, Olsson will identify potential environmental and site development implications of the preexisting landfill. Olsson will work with the regulatory agencies including by not limited to the NDEQ to ascertain the best methods of remediation and recreational development. The findings of this portion of the study will be included in Environmental Conservation Plan.

F. Wetlands Delineation Assessments & Permitting – North & South

(1) Review "2007 Preliminary Wetland Assessment Data" as baseline information for subsequent work tasks, including consideration of the quality, geographic scope, and attribute value of the data.

(2) Prepare (as needed) detailed requirements and process for further updating wetlands inventory within the West Haymarket study area, including likely sites, methodologies, ranking and grading standards, and functional value.

(3) Meet with Resource Agencies to affirm current status of wetlands within the study area and procedures for any further delineation or field investigation, and compliance with local, State, or Federal regulatory requirements (e.g., 404 permit needed for any dredge and fill activity; 402 permit for discharges to water of the State of Nebraska.)

(4) Work with the City to obtain property owner permission or access if consent denied to conduct on-site testing.

(5) Complete on-site wetland delineation, including applicable soils assessment and use of GPS technologies to confirm boundaries. Such delineation shall also include a survey for rare plants.

(6) Conduct post on-site analysis of wetlands data to substantiate primary wetland characteristics and value.

(7) Provide recommendations regarding wetland preservation, enhancements, and location for interpretive features for review by the Unified Design Team. The recommendations should include concepts for multiple benefits including locations for trails, interpretative features, flood storage, stormwater quality, and wetlands as visual amenities.

(8) Work with the Unified Design Team to evaluate potential wetland impacts relating to all elements of the Integrated Development Plan, with notably emphasis on transportation and architectural features, and provide recommendations relating to possibly design revisions or mitigation planning.

(9) If requested by the City's Project Manager due to anticipated unavoidable impacts, prepare preliminary mitigation plan for review and approval by Resource Agencies, including any regulatory compliance obligations.

(10) Prepare summary report of findings, including identification of any potential impacts and the qualitative value for wetland restoration, enhancement, and related protection opportunities, and as requested by the City's Project Manager, a preliminary mitigation plan for review of the Resources Agencies.

(11) Undertake peer review of preliminary findings in consultation with other Unified Design Team members and Resource Agencies.

(12) Assist the City in applying for any necessary and applicable regulatory permits.

(13) Document all assumptions, activities, and preliminary findings and recommendations into a "Task 3F - Wetlands Delineation and Assessment Report."

4. Floodplain Analysis

A. Storage Alternatives - Baseline

Utilize information provided by the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area to complete:

(1) A flood storage volume analysis for existing conditions within the WH study area with special emphasis on Storage Areas SA9 and SA11.

B. Storage Alternatives - Future

Utilize information provided by the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area to complete:

(1) A flood storage volume analysis for up to three (3) alternative scenarios within the WH study area with special emphasis on Storage Areas SA9 and SA11.

(2) Preliminary grading plans for each scenario (coordinate with Components 2 & 3).

(3) Identification and preliminary evaluation of any grading or other facilities impact within 500 feet of the Salt Creek levee

(4) Target for initial analysis is to be based upon goals of zero percent (0%) loss of flood storage (which exceeds the minimum Federal requirements) and "no net rise" within applicable SA's along Salt Creek.

C. Hydrology and Hydraulic Evaluations

(1) Complete hydrologic and hydraulic modeling fro two (2) alternatives scenario for a potential new roadway crossing of Salt Creek using the unsteady state HECRAS model to analyze impacts to the floodway and floodplain (flood fringe.) The floodway analysis is to be based upon the Federal standards for no rise in flood heights. The target for the initial flood fringe analysis is to be based upon the sequencing and mitigation approach outlined in Section 10.4 of the City's Drainage Criteria Manual (relating to Flood Standards for New Growth Areas.)

(2) Conduct selected model runs only as deemed prudent and necessary to assess changes made to site conditions based on Task D (2), (3) and (4) below.

D. Refine Alternatives

(1) Seek to define opportunities to combine flood storage with wetlands enhancement relating to Task 3.F. work.

(2) Following substantial completion of Tasks 3.4.A & B, work with Unified Design Team to consider potential revisions to the design of the site/grading, buildings and structures, and transportation network as they relate to the Integrated Development Plan. As deemed desirable by the City's Project Manager, perform additional floodplain analysis as part of the second phase which may include:

(3) Completion of flood storage volume analyses for up to three (3) additional alterative development scenarios

(4) Hydrologic and hydraulic modeling using the unsteady state HECRAS model for Salt Creek to determine floodplain baseline conditions and conduct model runs based upon alternative development scenarios.

E. Agency Coordination/Permitting

(1) Present findings of Tasks 3.4.A, B, and 3.4.D.(1) to Resource Agencies for additional comment and oversight with emphasis on alternative approaches and techniques they preferred to be investigated further. Include a discussion of the beneficial reassignment of facility and structure footprints within the WH Project Area

(2) Apply for and obtain any necessary and applicable regulatory permits, or work toward a securing an understanding with permitting agencies so that permits can be obtained at the appropriate time.

F. **Documentation, Reporting and Exhibits**
Document all model runs, assumptions, and preliminary findings and recommendations into a "Task 4 - Floodplain Analysis Report." Prepare necessary exhibits for public meetings and other stakeholder events.

5. **Stormwater Analysis**

A. **Data Gathering & Requirements**
(1) Gather available information relating to the existing underground and overland storm system, offside drainage, grades, etc.
(2) Conduct legal review of local, State, and Federal Stormwater laws. Anticipate compliance required, including reviewing requirements for NPDES Permit application and Stormwater Pollution Prevention Plan (SWPPP) at local and State levels.
(3) Complete review of City development and construction contracts for NPDES permittee responsibilities; Check hold-harmless and insurance provisions for coverage of potential environmental exposures.

B. **Identify LID and BMP Options**
Identify and evaluate Low Impact Development (LID) and stormwater Best Management Practices (BMP) that could be used reasonably applied in the West Haymarket Project Area, including such options as permeable paving grassed swales, constructed grasslands, green roofs, etc. Also utilize the City's "Alternative Stormwater Best Management Practice Guidelines," "Additional Recommended Flood Design Criteria" from Section 10.6 of the Drainage Criteria Manual, and other reference resources as appropriate.

C. **Preliminary Drawings**
Prepare preliminary drainage plans (30% level) consistent with Task 5 utilizing information provided by and in consultation with the Unified Design Team concerning likely structures, buildings, facilities, and other physical elements within the West Haymarket Project Area, including:
(1) Prepare hydrology study
(2) Use GeoPAK model for piped system and HECRAS for open channels
(3) Site general locations of pipes and inlets
(4) Ensure preliminary plan meets standards contained in City's Drainage Criteria Manual
(5) Recommend specific LID concepts, BMPs, and Wetland enhancements related to preliminary grading plan

D. **Refine Alternatives**
Conduct additional analysis as deemed prudent and necessary to assess changes made to site conditions based on previous discussions.

E. **Agency Coordination and Permitting**

(1) Present findings of Task B to Resource Agencies for additional comment and oversight with emphasis on alternative approaches and techniques they preferred to be investigated further. Include a discussion of the beneficial reassignment of facility and structure footprints within the WH Project Area.

(2) Apply for and obtain any necessary and applicable regulatory permits; or work toward a securing an understanding with permitting agencies so that permits can be obtained at the appropriate time. Proceed with contractor regarding anticipated SWPPP design for the study area.

F. **Documentation, Reporting and Exhibits**

Document all model runs, assumptions, and preliminary findings and recommendations into a "Task 5 - Stormwater Analysis Report."

6. **Draft Environmental Conservation Plan**

A. Work with City Project Manager to prepare outline of a Environmental Conservation Plan (ECP) for West Haymarket study area.

B. Prepare Working Draft of ECP which incorporates materials, findings, and recommendations from Tasks 3.2 through 3.5.

C. Review of Working Draft ECP by Unified Design Team.

D. Update Working Draft ECP as necessary.

7. **Agency Review of ECP**

A. Submit Working Draft of ECP to Resources Agencies for additional review as necessary.

B. Meet with Resource Agencies to discuss Working Draft of ECP.

C. Complete (as necessary) follow up with Resource Agencies to confirm and validate their review comments.

8. **Final Environmental Conservation Plan**

A. Prepare a second generation Working Draft ECP based on all previous comments and reviews.

B. Conduct final Design Team review of ECP.

C. Finalize ECP, including preparing copies and submitting electronic file of ECP to the City's Project Manager.

Component 4 - Utilities

1. **Overall Project Management and Coordination – Common to all Component 4 Study Areas.**
   A. Refine/affirm study goals, work tasks, geographic study area, and responsibilities relative to TEUP, including relationship of these elements to utility facility design, construction cost projections, and development scenarios.

   B. Identify internal, external, and community stakeholders, including agencies, organizations, and individuals; Define stakeholders roles in the West Haymarket site planning and development process as they relate to TEUP.
   C. Confirm working technical corroboration of ECP databases with City's GIS and set up electronic exchange formats for text and image documents.

2. **UTILITIES**
   A. Facility Inventory
   Prepare a database inventory of existing utilities within and generally serving the West Haymarket project area and environs:
   - Identify all types of utility services
   - Document ownership and control
   - Record All Facility Attributes
   - Determine Physical Location (GIS-based)

   (1) Develop a draft working paper providing data gathered in 4.2.A and the implications for the area's redevelopment, including potential replacement, upgrading, and relocation.
   (2) Complete review discussion of draft working paper with West Haymarket Project Manger and undertake updates and corrections as necessary.

   B. Concept Plans
   (1) Present findings from Task 4.2.A&B to the West Haymarket Project Manager and Unified Design Team.
   (2) Work with the West Haymarket Redeveloper selected by the City through the "Invitation for Redevelopment Proposal" (IFRP) process and with local staff to determine utility requirements for Redeveloper's proposed project.
   (3) Delineate a preliminary overall West Haymarket Utility Concept Plan based on Task 4.2 work and discussions with the West Haymarket Project Manage and Unified Design Team:
   (4) Specify physical limits of utility plan
   (5) Define all assumptions regarding development, capacity needs, service levels, and the like used in the formulation of the plan

(6) Layout all assumed and projected utility corridor needs (including applicable generalize easements)
(7) Highlight land where development should be prohibited or limited because of utility facilities and equipment needs
(8) Identify utility facilities and equipment (e.g., mains, conduits) needing to be relocated, abandoned, upgraded (i.e., expanded capacity), replaced, or added to system
(9) Determine and address any environmental and related regulatory considerations
(10) Undertake a water service line analysis for fire protection needs, including conceptual location of service lines.
(11) Investigate potential ITS components and applications in the West Haymarket area, such as pavement sensors for bridges, conduit locations, WiFi, DMS locations, and ITS components related to event management.
(12) Coordinate initial West Haymarket Utility Concept Plan recommendations with other design features in the WH project area, such as general building site layouts, railroad track relocation, parking lot design and layout, environmental considerations, and so forth.
(13) Finalize West Haymarket Utility Concept Plan:
    a. Complete agency reviews
    b. Integrate any necessary updates or modifications

C. Meetings with Utilities

(1) Conduct discussions with all relevant utility companies to determine and document the qualitative characteristics of facilities and equipment.
(2) Hold discussions with natural resource agencies to identify any environmental issues or concerns relating to utilities within the project area and environs.

D. Cost Opinions & Reports

Prepare cost opinions for various alternatives and summarize into a written letter report.

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EXHIBIT B
TIME OF PERFORMANCE

West Haymarket
Transportation, Environment, & Utilities Plan
(TEUP)

Service performed under this agreement will be completed according to the following schedule. The dates listed are predicated upon receipt of Notice to Proceed (signed Executive Order) of no later than April 15, 2008.

Component 2, Study Area 2 (Railroads) Analysis – July 31, 2008.
Component 3, Study Area 6 (Draft Environmental Conservation Plan) – Oct. 31, 2008
All Other Work – December 31, 2008 **

** - Study Areas 7 & 8 of Component 3 shall be completed upon review by the appropriate regulatory agencies and response to same.

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Client#: 7144 OLS75285

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/04/08

PRODUCER
The Harry A. Koch Co.
P.O. Box 45279
Omaha, NE 68145-0279
402 861-7000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Olsson Associates
P.O. Box 84608
Lincoln, NE 68501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Cincinnati Insurance Co	
INSURER B: Continental Casualty Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CPP0887727	01/12/08	01/12/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$2,000,000
A		AUTOMOBILE LIABILITY	CPA0887727	01/12/08	01/12/09	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	CPP0887727	01/12/08	01/12/09	EACH OCCURRENCE	$9,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$9,000,000
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1920791	01/12/08	01/12/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
B		OTHER Professional Architects/Eng. Claims Made Basis	AEH254046268	01/12/08	01/12/09	$2,000,000 Per Claim & Annual Aggregate $350,000 Ded. Per Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: West Haymarket Transportation, Environmental & Utilities Plan (TEUP). The Certificate Holder is an Additional Insured for General Liability & Auto Liability as required by written contract for operations performed by the named insured on the above project.

CERTIFICATE HOLDER

City of Lincoln Planning Department
555 S. 10 Street
Suite 213
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Scott Frohlich

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Haymarket West TEUP						
April 4, 2008						
	Est. Staff Hrs.	Total Labor	Routine Expense	HWS Special Exp.	OA Special Exp.	Total Fee
Project Administration/Public Inv.						
Project Startup	60	$7,200	$180			$7,380
Kick-off Meeting & Workshop	144	$15,840	$432			$16,272
Verify Data Transfer & Comm. Plan	48	$4,800	$144			$4,944
Internal Coordination Mtgs. (assume 10)	293	$32,190	$879			$33,069
Breslow Ice Arena - Site Eval.	0	$0	$0			$0
Public Involvement Assist.			$0			
Plan Development	0	$0	$0			$0
Implementation - (assume 2)	95	$11,000	$285	$1,000	$1,000	$13,285
Subtotal - Proj. Mgmt. & Admin.	**640**	**$71,030**	**$1,920**	**$1,000**	**$1,000**	**$74,950**
Railroad						
Project Management	210	$23,200	$630			$23,830
Memorandum of Understanding	0	$0	$0			$0
Topographic Survey	152	$15,200	$456			$15,656
Inventory Existing Track	40	$4,000	$120			$4,120
Geotechnical Investigation	203	$20,300	$609	$13,300		$34,209
Conceptual Design/Prelim. Mtgs.	500	$50,000	$1,500			$51,500
Value Engineering	0	$0	$0			$0
Preliminary Design	710	$71,000	$2,130			$73,130
Cost Opinions	126	$12,600	$378			$12,978
Report	168	$16,800	$504			$17,304
Subtotal - Railroad	**2,109**	**$213,100**	**$6,327**	**$13,300**		**$232,727**
Transportation/Traffic						
Project Management	150	$17,600	$450			$18,050
Data Collection	120	$12,000	$360			$12,360
Traffic Analysis	380	$38,000	$1,140			$39,140
Roadway Alignment/Concepts	470	$46,600	$1,410			$48,010
Bridge Alternatives	100	$10,000	$300			$10,300
Pedestrian Circulation	64	$7,680	$192			$7,872
Exhibits	80	$8,000	$240			$8,240
Cost Opinions & Final Rec.	130	$13,200	$390			$13,590
Subtotal - Transportation/Traffic	**1,494**	**$153,080**	**$4,482**			**$157,562**
Parking						
Project Management	36	$5,040	$108			$5,148
Current Conditions	40	$4,000	$120			$4,120
Future Conditions	110	$11,000	$330			$11,330
Recommended Strategy	110	$11,000	$330			$11,330
Cost Opinions	20	$2,000	$60			$2,060
Spare	0	$0	$0			$0
Spare	0	$0	$0			$0
Subtotal - Parking	**316**	**$33,040**	**$948**			**$33,988**
Geotechnical Investigations						
Project Management	206	$25,300	$618			$25,918
South			$0			
Right of Entry	20	$2,000	$60			$2,060
Develop Work Plan	20	$2,000	$60			$2,060
Field Work and Drilling	111	$10,700	$333			$11,033
Lab Testing	70	$6,600	$210			$6,810
Report and Recommendations	40	$4,000	$120			$4,120
North			$0			
Right of Entry	0	$0	$0			$0
Develop Work Plan	40	$3,600	$120			$3,720
Field Work - Electromagnetic Survey	90	$9,000	$270		$2,000	$11,270
Field Work - Geoprobe - 40	248	$24,300	$744			$25,044
Field Work and Drilling - 30	170	$16,000	$510		$5,500	$22,010
Lab Testing	160	$14,400	$480			$14,880
Report and Recommendations	330	$31,700	$990			$32,690
Subtotal - Geotechnical	**1,505**	**$149,600**	**$4,515**		**$7,500**	**$161,615**

	Est. Staff Hrs.	Total Labor	Routine Expense	HWS Special Exp.	OA Special Exp.	Total Fee
Env. Assessment/Investigations						
Project Management	295	$37,200	$885			$38,085
South			$0			
Review Status/Data	40	$4,000	$120			$4,120
Additional Followup Activities	400	$40,000	$1,200	$7,400		$48,600
Regulatory Involvement	184	$18,400	$552			$18,952
Documentation	50	$5,000	$150			$5,150
Spare	0	$0	$0			$0
North			$0			
Review Data & Coord. with NDEQ	40	$4,000	$120			$4,120
Preliminary Evaluations	100	$10,000	$300			$10,300
Regulataory Involvement	240	$24,000	$720			$24,720
Documentation	140	$14,000	$420			$14,420
Wetlands Del., Assessments & Permit.	1,019	$101,900	$3,057			$104,957
Survey for Rare Plants	32	$3,200	$96			$3,296
Subtotal - Environmental	**2,540**	**$261,700**	**$7,620**	**$7,400**		**$276,720**
Floodplain & Stormwater						
Project Management	118	$15,220	$354			$15,574
Floodplain			$0			
Storage Alternatives - Baseline	20	$2,000	$60			$2,060
Storage Alternatives - Future Grading	240	$22,400	$720			$23,120
H & H Evaluations	80	$8,000	$240			$8,240
Refine Alternatives	80	$8,000	$240			$8,240
Agency Coord./Permitting (Intent to)	80	$8,000	$240			$8,240
Doc. & Reporting & Exhibits	60	$6,000	$180			$6,180
Stormwater			$0			
Data Gathering & Requirements	20	$2,000	$60			$2,060
Identify LID and BMP Options	200	$23,600	$600			$24,200
Preliminary Drawings	140	$14,000	$420			$14,420
Refine Alternatives	40	$4,000	$120			$4,120
Agency Coord./Permitting (Intent to)	80	$8,000	$240			$8,240
Doc. & Reporting & Exhibits	60	$6,000	$180			$6,180
Spare	0	$0	$0			$0
Landfill Redev. Concept Plans	240	$27,600	$720			$28,320
Spare	0	$0	$0			$0
Subtotal - Floodplain & Stormwater	**1,458**	**$154,820**	**$4,374**			**$159,194**
Environmental Conservation Plan - Base	**480**	$49,300	**$1,440**			**$50,740**
Utilities						
Project Management	73	$9,300	$219			$9,519
Facility Inventory	160	$14,400	$480			$14,880
Concept Plans	435	$43,250	$1,305			$44,555
Meetings with Utilities	140	$13,800	$420			$14,220
Cost Opinions & Reports	60	$6,600	$180			$6,780
Spare	0	$0	$0			$0
Subtotal - Utilities	**868**	**$87,350**	**$2,604**			**$89,954**
Subtotal - All	**11,410**	**$1,173,020**	**$34,230**	**$21,700**	**$8,500**	**$1,237,450**
Subconsultant Markup - 3%						**$12,558**
GRAND TOTAL						**$1,250,008**
Subconsultants:						
HWS						
SCS						
Carl Walker						
Saberprobe						

81229

Smart # 08060125

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER
lincoln.ne.gov

6/18

EXECUTIVE ORDER
NO. 081229

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby accept and approve the attached Amendment No. 1 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $35,665.

The City Clerk is hereby requested to return one executed original of this document to Kent Morgan in the Planning Department for transmittal to Olsson Associates.

Dated this 17th day of June, 2008.

Chris Beutler, Mayor

Approved as to Form & Legality:

City Attorney

Approved:

for Planning Department

Finance Director

EO 81229

AMENDMENT NO. 1 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

Olsson Associates also entered into an agreement on April 10, 2008, with HWS Consulting Group, Inc., to provide sub-consulting services for certain elements of the above named project, including planning, railroad design, environmental planning, and geotechnical services. The City has worked closely with Olsson Associates, Inc., and HWS Consulting Group, Inc., to determine activities that need to be completed under the contract and subcontract agreements. The City has determined that HWS Consulting Group, Inc., should provide necessary access agreements and provide for associated costs required by Burlington Northern Santa Fe (BNSF) Railroad Company in the Lincoln Yard Property. Further, it has been determined that a bridge rating and inspection is required for the south bridge over Salt Creek. We, therefore, propose the following amendment to the agreement.

AMENDMENT NO. 1

Task A.	For securing necessary railroad access agreements. (See A1-1 to A1-4 attached.)	$ 5,925
Task B.	For reimbursement expense associated with providing Flagmen while OA/HWS crews are working on Railroad Property. (See A1-1 & A1-4 attached.)	$10,000
Task C.	For bridge rating, inspection and cost estimate development for the south Railroad bridge over Salt Creek. The individually or company leading the evaluation effort shall be approved by the Union Pacific Railroad. (See A1-5 attached.)	$19,740
	TOTAL AMENDMENT NO. 1	**$35,665**

This Amendment No. 1 shall increase the total contract amount from $1,250,000 to $1,285,665.

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN

By: _____

Title: Mayor

Date: Jun 17, 2008

OLSSON ASSOCIATES, INC.

By: _____

Title: Vice-President

Date: 6/13, 2008

F:\Projects\008-0645\Documents\Contracts\AMENDMENT 1.doc

June 5, 2008

MEMORANDUM: LICENSE FOR ENVIRONMENTAL ACCESS
CITY OF LINCOLN
WEST HAYMARKET TEUP PROJECT

BACKGROUND:

The City of Lincoln requires that its consultants on the West Haymarket TEUP Project have access to the Burlington Northern Santa Fe (BNSF) Railroad Company property in the Main Yard in Lincoln, Nebraska. In the Project planning stage, the City proposed that it acquire access agreements for purposes of field testing. Accordingly, there was no negotiated fee for the consultants to gain this access.

Upon further consideration, the Planning and Law Departments determined that HWS Consulting Group Inc. would be the only entity that required access to railroad property and they were experienced in gaining access, providing insurance coverage, and had all the necessary safety training that the Railroad needed. The matter of costs for access was discussed, and depended upon the Railroad policy.

BNSF has insisted on a special Railroad Protective Liability Policy for access to their property. The quoted premium is $5,925 for access from now until December 31, 2008. HWS has paid this premium and now seeks reimbursement for this extra cost. (Check copy enclosed). HWS attempted to have this premium waived, but BNSF would not allow such waiver. This is common practice for work that is on or near BNSF operating rail lines.

BNSF also requires that HWS Consulting Group Inc. reimburse them for Flagmen that are required to protect the safety of workers that are working within 25 feet of the centerline of any operational track on the BNSF property. The stated rate of reimbursement is $600 for an 8 hour day plus vehicle expense. HWS estimates that its work on BNSF property that requires Flagmen will require a total of 15 days and appropriate vehicle expense. The total estimate for Flagmen and their vehicles is: not to exceed $10,000 for this phase of preliminary engineering services. (Page 2 of License governing Flagmen enclosed). HWS asked the Railroad to waive this fee, but that waiver was not granted.

Prepared by:

Jim Linderholm, Chairman
HWS Consulting Group Inc.

HWS
Solutions Through Service

HWS Consulting Group
825 J Street, Box 80358
Lincoln, NE 68501-0358
402.479.2200 • Fax: 402.479.2276
www.hws.com

June 5, 2008

Julie Alexander
Contract Specialist
The Staubach Company
3017 Lou Menk Drive, Suite 100
Fort Worth, Texas 76131-2800

RE: License for Environmental Access, HWS Consulting Group Inc.

Dear Julie,

Enclosed are two copies of the License Agreement that have been executed by HWS. Also enclosed is our check for Railroad Protective Liability Insurance, in the amount of $5,925.00.

Thank you for helping with these agreements and we look forward to beginning the project.

Sincerely,

HWS Consulting Group Inc.
James L. Linderholm, Chairman

Enclosures

Account Number: V11517 093123

WS Consulting Group Inc. • 825 J Street • Lincoln, Nebraska 68508 • 402-479-2200 PLEASE DETACH AND RETAIN FOR YOUR RECORDS

INVOICE NUMBER	DATE	VOUCHER NO.	AMOUNT
52108	5/21/2008	90941	5,925.00
Railroad Protective Liability Insurance			
		TOTAL	5,925.00

THE SECURITY FEATURES IN THIS DOCUMENT INCLUDE A MICRO-PRINT IN MULTIPLE LINES, TRUE WATERMARK AND VOID PANTOGRAPH

HWS
Solutions Through Service

825 J Street
P.O. Box 80358
Lincoln, Nebraska 68501
402-479-2200

OPERATING ACCOUNT

usbank.
24-Hour Banking
1-800-673-5555

27-2
1040

093123

6/5/2008

NO. 093123

PAY ********5,925 DOLLARS AND **********00 CENTS $ **********5,925.00

TO THE ORDER OF
BURLINGTON NORTHERN & SANTA FE
RAILWAY CO
-, TX US

Gary A Westergier
AUTHORIZED SIGNATURE

WARNING: THIS DOCUMENT IS VOID IF ACCOUNT NUMBER DOES NOT APPEAR ON THE REVERSE SIDE IN ITALICS

⑈093123⑈ ⑆104000029⑆ 1496017192 29⑈

A1-3

Licensee shall not use or store hazardous substances, as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Premises.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, Licensor shall not be liable to refund Licensee any compensation paid hereunder or for any damage Licensee sustains in connection therewith.

5. Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Licensee, shall be deemed agents of Licensee for purposes of this License.

TERM

6. This License shall commence on the Effective Date and shall continue until December 31, 2008, subject to prior termination as hereinafter described.

COMPENSATION

7. (a) The Fee for this License has been waived.

(b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is $600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

(c) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

TEUP - Contract Amendment No. 1 - Task C
OLSSON ASSOCIATES

Orig. City EO: **80944**
Project No.: **008-0645**
Project Name: **UPRR Bridge Inspection (Lincoln Arena)**

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Item No.	Description of Work Items/Tasks	TOTAL MAN HOURS	TOTAL FEE
TASK 1 - Data Collection/Meetings			
a.	Site Visit & Data Collection	56	$5,781
b.	Review and Organize Data	4	$421
c.	Client Meetings	10	$1,389
d.		0	$0
e.		0	$0
f.		0	$0
	Subtotal :	**70**	**$7,591**
TASK 2 - Superstructure Load Rating			
a.	Load Rating	28	$2,561
b.	Load Rating Check	24	$3,047
c.	Report Creation	24	$2,847
d.	Client Meeting	10	$1,353
e.	Project Management	8	$1,039
f.	Cost Opinions	8	$1,111
	Subtotal :	**102**	**$11,958**
	TOTAL MANHOURS	172	
	TOTAL MANDAYS	21.50	
	TOTAL		**$19,549**
	TOTAL EXPENSES		**$187**
	TOTAL LBR, OH, PFT & EXPS		**$19,736**

81873

Smart # 08110180

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER

EXECUTIVE
ORDER

NO. 081873

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CHARTER OF THE CITY OF LINCOLN, NEBRASKA:

I hereby accept and approve the attached Amendment No. 2 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $54,590.00.

The City Clerk is hereby requested to return one executed original of this document to Kent Morgan, Assistant Director of the Planning Department for delivery to Olsson Associates, Inc.

Dated this 26 day of NW, 2008.

Chris Beutler, Mayor

Approved as to Form & Legality:

Chief Assistant City Attorney

Approved:

Finance Department

Approved:

Planning Department

81813

AMENDMENT NO. 2 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 2 provides four additional tasks that are described more fully below. In addition, the contract expiration date for the original agreement shall be extended from December 31, 2008 to March 31, 2009 to allow Olsson Associates and its subconsultant, HWS, the ability to provide services for an extended duration.

Task A. **Canopy Structural Evaluation** $2,000

For performing a structural evaluation of the existing railroad canopy system and providing a cost opinion for any required refurbishment including lead paint abatement. A written letter report shall be provided. This task shall be completed by Olsson Associates

Task B. **Phase 1 Environmental Assessments** $12,040

Request was made for Phase 1 Environmental Assessments on several properties in the Project Area. They include: 1) Union Pacific Property at selected locations on the west side of the study area, 2) Old Missouri Pacific Roundhouse or Turntable on the west side of the study area, 3) North and South Parking Lots adjacent to the existing Train Depot, and 4) The area of the INS Building at the north end of the study area. These assignments are being conducted under nationally recognized standards and will be formalized in a report format for the City of Lincoln. The primary use is to determine the historic records for land use and the probable environmental consequences, These reports will allow the City to determine if Phase 2 Assessments are needed before development. This task shall be completed by Olsson's subconsultant HWS.

Task C. **Peer Review of Railroad System Design and Cost Estimates** $16,050

Request was made for a Peer Review of the Railroad system design and costs estimates as a means of "validating" these critical costs to the City of Lincoln. Mr. Jack Tone of Parsons Brinckerhoff, Inc. is tasked with this Peer Review. The Peer Review consists of: 1) Validation of the BNSF facility costs, and 2) Estimating the costs of BNSF "betterments" if the Project is built, and 3) Preparation of a narrative report evaluating the proposed track configuration, staging plans and potential modifications. The report will also compare unit prices proposed by BNSF with costs for recent comparable rail projects. Subconsultant will perform a site visit to confirm existing conditions and will participate in a meeting in Lincoln with BNSF to receive and evaluate project cost estimates. The time line is to perform such review from the present to the end of December 2008.

Task D. **Additional Traffic Analysis in the Haymarket Area** 24,500

1. Data collection of turning movement volumes (8 intersections) and intersection characteristics throughout the existing Haymarket area.
2. Develop peak hour volumes for the one assumed West Haymarket development land use.
3. Route West Haymarket trips through the Haymarket for day-to-day peak hours.
4. Evaluate intersection operations and control for existing +West Haymarket peak hour volumes.
5. Project future volumes for the area.
6. Evaluate future volumes.
7. Evaluate overall circulation.
8. Identify parking impacts.
9. Evaluate impact of opening and closing access between West Haymarket and Haymarket during specific periods of the day.
10. The analysis will not consider re-development within the existing Haymarket.
11. Document study findings.
12. Three (3) progress meetings are anticipated to maintain expectations and deliverables.
13. Roadway Design Concepts and/or cost estimates are not included as part of this scope.

TOTAL AMENDMENT NO. 2 **54,590**

This Amendment No. 2 shall increase the total contract amount from $1,285,665 to $1,340,255.

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN

By: _____

Title: Mayor

Date: 11/26, 2008

OLSSON ASSOCIATES, INC.

By: _____

Title: Vice-President

Date: NOVEMBER 21, 2008

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82169

smart # 09040072
4-6-09/law

CITY OF LINCOLN
NEBRASKA
MAYOR CHRIS BEUTLER

CITY OF LINCOLN
EXECUTIVE ORDER

NO. 082169

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby accept and approve the attached Amendment No. 3 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $165,000.00.

The City Clerk is hereby requested to return one executed original of this document to Kent Morgan, Assistant Director of the Planning Department for delivery to Olsson Associates, Inc.

Dated this 8th day of April, 2009.

Chris Beutler, Mayor

Approved as to Form & Legality:
Assistant City Attorney

Approved:
Finance Director

Approved:
Planning Director

82169

OLSSON ASSOCIATES

AMENDMENT NO. 3 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 3 provides additional tasks that are described more fully below. This work is being done to support the City's effort in negotiating with the BNSF Railroad and to actively work on permitting activities that would allow track relocation work to occur as early as 2010. In addition, the contract expiration date for the original agreement and subsequent Amendments shall be extended from April 1, 2009 to August 31, 2009 to allow Olsson Associates the ability to provide services for an extended duration.

Task A. **404 Permitting for Wetland Impacts** Est. $15,000

Proceed with the completion and submittal of a Nationwide 404 Permit for impacts to wetlands on railroad property that is caused by the track relocation work itself, or as caused by possible future grading to accommodate flood storage for redeveloped areas.

Task B. **BNSF Legal Descriptions and Easements (Supplemental Task)** Est. $11,000*

Prepare a legal description and exhibit of the proposed Burlington corridor parcel based upon the HWS 60% complete design. This legal description and exhibit will be for discussion and negotiation purposes with Burlington.

Prepare a legal description and exhibit of the proposed Burlington corridor parcel based upon the HWS completed design. This legal description and exhibit will be for the actual deed transfer purpose with Burlington.

Prepare legal descriptions and exhibits for approximately twelve utility crossings of the Burlington corridor.

Prepare a legal description and exhibit for one pedestrian overhead bridge easement crossing the Burlington corridor.

Items 1 through 4 above do not include: setting permanent survey markers/monuments at boundary or easement corners and the preparation or filing of survey record drawings.

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

Task C. **Fencing Plan** Est. $2,050

Prepare a fencing exhibit that shows limits of proposed fencing and cost estimates for same.

Task D. **Environmental Analysis (Supplemental Task)** Est. $62,500*

Evaluate and summarize likely hazardous substance/petroleum cleanup impacts, develop remedial alternatives and cost estimates and prepare a materials management plan to ensure proper characterization and handling of potentially impacted soils and groundwater in conjunction with the new rail alignment.

Supplemental funding support including EPA Brownfields Grants, Cost-Cap Insurance and other State/Federal grant opportunities will be investigated and presented to the project team to assist in defraying project costs.

Task E. **Utility Analysis** Est. $15,000

Provide a conceptual design (plan & profile, 1 sheet) and cost estimates for mainline sanitary trunk sewer protection measures for the 48 inch and 72 inch trunk sewers that will be impact by future railroad "wye" construction. One soil boring is anticipated.

Conceptual design and cost estimates for future cased sewer crossings on the east side of mainline railroad tracks. These existing sewers will be impacted by a new rail alignment.

Task F. **USACE/LPSNRD Levee Permitting and Earthwork Analysis** Est. $42,900

Compile the necessary documentation using existing grading plans and pursue a permit for work within the Salt Creek levee system near BNSF property. Develop special cross sections and exhibits, prepare report, and attend meetings with USACE and the LPSNRD.

Perform soil borings along the levee system (six are anticipated) and perform underseepage and slope stability analysis in order to write a geotechnical certification of "no adverse impact" that will be included in the permit.

Coordinate with the LPSNRD and USACE on permission to work within the levee critical area.

Not included is any further development of grading plans for flood storage, hydraulic modeling, or drainage analysis that would aid in sizing the stormwater conveyance system.

Task G. **Peer Review of Railroad System Design and Cost Estimates** Est. $16,550 *
(Supplemental Task)

Request may be made for a Peer Review of the 60% Railroad system design and costs estimates as a means of "validating" these critical costs to the City of Lincoln. Mr. Jack Tone of Parsons Brinckerhoff, Inc. (PB) will assist OA with this Peer Review. The Peer Review consists of: Validation of the BNSF facility costs, and preparation of a narrative report evaluating the proposed track configuration, staging plans and potential modifications. The report will also compare unit prices proposed by BNSF with costs for recent comparable rail projects. (PB) will be available for a conference call and will participate in a meeting with the City of Lincoln, HWS and BNSF to receive and evaluate project cost estimates. The time line is to perform such review from the present to the end of June 2009.

TOTAL AMENDMENT NO. 3	**$ 74,950**
(TOTAL AMENDMENT NO. 3 WITH SUPPLEMENTAL TASKS)	**$165,000**

*These tasks only to be executed when specifically authorized in writing by the City separate from this Amendment No. 3.

This Amendment No. 3 shall increase the total contract amount from $1,340,255 to $1,415,205 ($1,505,255 w/Supplemental Tasks).

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN	**OLSSON ASSOCIATES, INC.**
By: _____	By: John J. Olsson
Title: Mayor	Title: Vice-President
Date: April 8, 2009	Date: APRIL 6, 2009

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82588

smart # 09090083

9/28

CITY OF LINCOLN
MAYOR CHRIS BEUTLER

EXECUTIVE ORDER

NO. 082588

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

I hereby approve the attached Amendment No. 4 to the Contract for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (Referencing EO #80944) for the additional amount of $4,685.00.

The City Clerk is directed to return two fully executed copies to Dan Marvin at the Urban Development Department.

Dated this 28 day of Sept, 2009.

Chris Beutler
Mayor of Lincoln

Approved:
Urban Development

Approved as to Form & Legality:
Law

Approved as to Funds Available:
Finance

82588

AMENDMENT NO. 4 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL
AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 4 provides additional tasks that are described more fully below. This work is being done to support the City's effort in preparing for BNSF Railroad track relocation in the vicinity of the "X" yard. In addition, the contract expiration date for the original agreement and subsequent Amendments shall be extended from August 31, 2009 to December 31, 2009, thereby allowing Olsson Associates the ability to provide services for an extended duration.

Task A. Preliminary Design (30%) of Sanitary Sewers for Railroad Relocation

Professional design engineering services will be provided for the preliminary design of the sanitary sewers that will be impacted by BNSF railroad track relocation. Specific crossings include the N and R Street corridors, the 48 and 72 inch sewers in the vicinity of the railroad wye, and north of the proposed arena site. Under this phase of work, reviews and evaluation will be performed to address and identify options to refine the alignment at critical locations along the predetermined route, and methods for construction. It is anticipated that construction drawings will be included as part of a railroad relocation bid package for BNSF.

- Alignment Evaluation
- Coordinate with RR representatives
- Evaluate Construction Techniques
- Conduct a Constructability Workshop
- Prepare 30% Construction Drawings (no technical specifications)
- Prepare Preliminary Design Cost Opinion
- QA/QC Review
- Incorporate Review Comments

Estimated Fee ***$45,000***

Task B. Exhibits for MOU with BNSF Railroad

Prepare Exhibits for use in executing a Memorandum of Understanding (MOU) between the BNSF/UP Railroad and the City of Lincoln. Exhibits shall generally include:

- West Haymarket Redevelopment Area –Site Plan
- City/LPSNRD Parcels
- Existing BNSF Parcels

- Existing UPRR Parcels
- Privately Owned Parcels
- Future BNSF Corridor
- Future BNSF Corridor and Privately Owned Parcels
- Overall Parcel Ownership
- Phase I Transferred Property
- Stormwater Detention Facilities
- Stormwater Detention Facilities Easements
- Pedestrian Bridge Structure Easements
- Soil Stockpile Area
- Excluded Work
- Utilities
- Additional BNSF Siding Track to be Removed
- Security Fencing

Exhibits will be delivered to the City of Lincoln and updated based on comments received during the negotiation process.

Estimated Fee ***$15,000***

Task C. Consultation and Support Services

For additional project coordination and support services to the City's Project Manager to aid in the development of MOU's and Agreements with railroad and Lincoln Traction Partners, as well as support to provide a financing packaging and other related services leading up to the public input phase which will begin in 2010. Possible activities may include:

- Coordination and input for supplemental environmental investigations.
- Development and updating of design/construction project schedule.
- Continued consultation in the development of MOU's and Agreements.
- Input relative to cost estimates and allocation of costs to the various funding sources.
- Guidance on historical aspects of the project including Section 106 considerations.
- Input and attendance at various meetings.
- Other activities as requested by the City's Project Manager.

Estimated Fee ***$19,800***

Task D. Environmental Support (HWS) for EPA funded activities

The City of Lincoln was successful in securing an EPA grant for additional environmental analysis in West Haymarket. This work task will allow for coordination between the third party contractor that will be doing the investigation on behalf of EPA and Olsson's Subconsultant (HWS). Possible work activities include:

- Project Management/Rail Access Coordination (does not include insurance, flagman costs, agreement fees, etc.).

- Document coordination, support and QC:
  QAPP, Phase I ESAs, Phase II and ABCA Reports
- Update/Submit BF Cleanup Application.
- Public Meeting Preparation and Attendance.

Estimated Fee ***$14,935***

Task E. Delete Tasks B, D and G from Amendment No. 3

This work was originally identified as a possible work item that would warrant specific authorization from the City prior to starting work. Authorization has not been granted, and this Amendment will eliminate the work from the contract.

Estimated Fee (Deduct) ***($90,050)***

TOTAL AMENDMENT NO. 4 **$ 4,685**

This Amendment No. 4 shall increase the total contract amount from $1,505,255 to $1,509,940.

In addition to the new work tasks identified above, this Amendment No. 4 shall modify Section II – Administrator of Agreement, of the original agreement dated April 8, 2008. Effective with this Amendment, Mr. Dan Marvin will be the City's representative for the purpose of administering the Agreement and shall have the authority on behalf of the City to give approvals under this Agreement.

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN	**OLSSON ASSOCIATES, INC.**
By: _____	By: _____
Title: Mayor	Title: Vice-President
Date: 9/28/09, 2009	Date: SEPT 8, 2009

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82972

smart # 10030036
3-3-10/law/tb

3/19

CITY OF LINCOLN
MAYOR CHRIS BEUTLER

CITY OF LINCOLN
EXECUTIVE ORDER

NO. 082972

BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, Nebraska:

The attached Amendment No. 5 to Scope of Services for Executive Order No. 80944 between the City of Lincoln and Olsson Associates Inc., Inc. for adjustments in the scope of services relating to professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan, is hereby approved, and I have executed the same on behalf of the City.

The City Clerk is hereby directed to send a copy of this Executive Order and one fully executed copy of the agreement to Olsson Associates, Inc., 1111 Lincoln Mall, Lincoln, NE 68508.

Dated this 19 day of March, 2010.

Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

Chief Assistant City Attorney

82972

AMENDMENT NO. 5 TO SCOPE OF SERVICES FOR EXECUTIVE ORDER NO. 80944 WEST HAYMARKET TRANSPORTION, ENVIRONMENTAL AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services.

This Amendment No. 5 provides additional tasks that are described more fully below. Portions of this work will be done prior to the May 11, 2010 election on the Bond Question to enable the Lincoln Haymarket Arena to be completed by early fall 2013. This work is necessary and an integral part to develop and finalize the necessary definitive agreements between key parties and the effort to begin relocation of the BNSF and Union Pacific tracks. If this engineering work is postponed until after an affirmative vote on the ballot issue, then the delayed work would trigger a ripple of delays on other activities. Work delay will consequently delay the City Council from holding public hearings and votes after the May 11, 2010 election on the necessary definitive agreements with the railroads and other parties. Postponement of the definitive agreements will then lead to postponement of the scheduled 2010 construction season. If the start of the track relocation and other work is delayed until 2011, this would have the resulting effect of delaying the opening of the Lincoln Haymarket Arena from fall 2013 to fall 2014.

Such a one year postponement could cause an increase in total project costs of tens of millions of dollars because of inflation. The delay could also cause the following consequences:

- Delay the addition of 7,800 construction job years and 1,200 permanent jobs;
- Postpone Lincoln Tractions Partners proposed $100 million dollar redevelopment investment;
- Interrupt the projected $260 million in annual economic activities;
- Impair the City's ability to retain and recapture state high school events and other important tradeshows, conferences and events; and
- Hamper the projected growth of tax receipts and secondary and tertiary economic growth to the Lincoln economy.

This contract amendment extends the contract expiration date from December 31, 2009 to May 29, 2010 and increases the total contract amount from $1,509,940 to $1,715,050 (an increase of $205,110). Notwithstanding the above, in the event the vote on the Bond Question is negative, then this contract will automatically expire on May 11, 2010 due to lack of funding. In the event of such termination, the City shall pay Olsson Associates for any services completed up to the date of termination, not to exceed a maximum amount of $130,000. Olsson Associates, Inc. hereby expressly waives any and all claims for damages or compensation with the City arising under this Amendment No. 5 except as set forth in this paragraph.

Task A. Final Design and Specifications for Sanitary Sewer Relocation and Reconstruction Work Required for BNSF Railroad Relocation

This task covers the engineering design services required to complete final design plans and specifications for the relocation and reconstruction of sanitary sewers that will be impacted by BNSF railroad track relocation work. Specific crossings include the N and R Street corridors, the 48 and 72 inch sewers in the vicinity of the railroad wye, and north of the proposed arena site. This phase will take the 30% Design Plans that are to be completed under the current Agreement and Amendment No. 4 to final plans and specifications that can be included with the BNSF grading plans for the track relocation project. This work is required to allow the BNSF railroad work to begin in 2010. It is anticipated that the following work will be required to complete this portion of the work.

- Prepare final plan/profile and alignment drawings for the sanitary sewer work.
- Prepare final drawings showing details for casings, manholes and other appurtenances required for the sanitary sewer work.
- Prepare Cover Sheet, Summary of Quantities and General Information Sheets.
- Prepare technical specifications for the sanitary sewer relocation/reconstruction work.
- Prepare Opinion of Cost for the sanitary sewer relocation/reconstruction work.
- Coordinate the sanitary sewer work with the final design for the BNSF track relocation work and incorporate cross references between the plans as necessary.
- Coordinate with BNSF engineering and utility review staff regarding proposed sanitary sewer work.
- QA/QC Review.
- Submit 60% and 90% plans to City Wastewater and BNSF for review and comments.
- Attend Review Meetings with City Wastewater and BNSF.
- Incorporate Review Comments.

Estimated Fee ***$58,410***

Task B. Update Exhibits for Railroad, Amtrak and Other Agreements

This task would include revision of existing exhibits that have been prepared for the railroad agreements based upon comments received during the railroad review and negotiation process. In addition this work would include preparation of additional exhibits for agreements between the City and Amtrak as well as other agreements required for the project. It is necessary to complete a significant portion of this work in advance of the May 11, 2010 vote to ensure that the definitive agreements between the City and these various parties can be timely executed following a positive vote to enable the required amount of work to be completed during the 2010 construction season. This work would include revising or preparing exhibits for the following agreements as:

- BNSF – City MOU/Definitive Agreement
- UPRR – City MOU/Definitive Agreement
- Amtrak – City MOU/Definitive Agreement
- USPO – City MOU/Definitive Agreement

Estimated Fee ***$9,720***

Task C. Railroad Consultation and Support Services

For additional project coordination and support services to the City's Project Manager to aid in the development of MOU's and definitive agreements with the BNSF and UPRR railroads. Activities include the following items:

- Attendance and assistance with weekly BNSF coordination/review meetings.
- Development and updating of design/construction project schedule.
- Continued consultation in the finalization of MOU's and Definitive Agreements.
- Prepare Temporary Crossing Permit Applications.
- Other railroad coordination activities as requested by the City's Project Manager.

Estimated Fee ***$9,270***

Task D. Coordination with MCI/Verizon and Qwest for Fiber Optic Relocation

This task would include coordination with MCI/Verizon, Qwest and the BNSF telecommunications staff regarding the relocation of the existing fiber optic lines that follow the BNSF tracks. This work would include work to identify a proposed relocation corridor and coordination between the private fiber companies and the BNSF. The objective is to have draft definitive agreements prepared with MCI/Verizon and Qwest prior to City Council action. This will allow the fiber optic companies to begin design and relocation work as soon as possible following a positive vote to allow the BNSF track relocation work to begin in 2010. Possible work activities include:

- Coordination meetings to provide an overview of the project and to review locations of existing facilities with MCI/Verizon, Qwest and BNSF.
- Identification of conflicts and determination of a proposed relocation corridor.
- Review of cost estimates and schedules.
- Coordination with BNSF telecommunication personnel regarding fiber relocations.
- Assistance with preparation of fiber optic relocation agreements.

Estimated Fee ***$7,650***

Task E. Final Design and Specifications for Storm Water Mitigation Grading to be Included With BNSF Railroad Relocation

This task includes the engineering design services required to produce final grading plans and specifications for the storm water mitigation work to be completed in the vicinity of the BNSF railroad track relocation work. This will also include on-going coordination with the LPSNRD and COE for approval of grading work adjacent to the Salt Creek Levees, flood plain permitting, and sizing of drainage outlet structures from the Haymarket area that will need to be constructed under the new BNSF tracks. This work is required to allow the BNSF railroad work to begin in 2010. It is anticipated that the following work will be required to complete this task:

- Coordination with LPSNRD and COE for approval of grading work adjacent to the Salt Creek Levees.

- Preparation of Flood Plain Permit for the track relocation work.
- Preparation of final grading plans for storm water mitigation in the vicinity of the BNSF track relocation work.
- Design and sizing of equalizing culverts between flood storage basins.
- Design and sizing of outlet storm sewers from the West Haymarket area that will need to be constructed under the new BNSF tracks.
- Coordination with BNSF final track design for cross referencing drainage culverts and storm sewers to be installed under the BNSF track relocation work.
- Prepare final drawings showing details for storm sewer outlets, headwalls and scour control as required.
- Prepare Cover Sheet, Summary of Quantities and General Information Sheets for storm water grading work.
- Prepare Storm Water Pollution Prevention Plan for the work.
- Prepare Special Provisions/Specifications for the storm water mitigation work.
- Prepare Opinion of Cost for the work.
- QA/QC Review.
- Submit 60% and 90% plans to City Watershed Management and BNSF for review and comments.
- Attend Review Meetings with City Watershed Management and BNSF.
- Incorporate Review Comments.

Estimated Fee ***$54,540***

Task F. Prepare Legal Descriptions and Exhibits for the Definitive Agreements

This task would include preparation of legal descriptions and exhibits required for transfer of property rights or easements between the City, the BNSF, the UPRR, the LPSNRD, and other private parties' such as Alter Metal to be included as attachments to the definitive agreements between the City and these various parties. It is necessary to complete a significant portion of this work in advance of the May 11, 2010 vote to ensure that the definitive agreements between the City and these various parties can be timely executed following a positive vote to enable the required amount of work to be completed during the 2010 construction season.

Due to the complexity of the project and the need to transfer properties between BNSF and the City in phases so that the City may complete work concurrently with the track relocations, the definitive agreements are expected to outline the need for approximately seven real estate closings. As such these projected multiple closings will require the definitive agreements to describe the individual parcels and easements to be transferred at the various stages of the work. In addition to the BNSF/City closings, the definitive agreements will also have to outline the initial closings between the City and the LPSNRD, the City and the UPRR and the City and other private parties.

The initial closings with the BNSF will include the transfer of City owned or acquired property to BNSF along with the BNSF transfer of property and easement rights to the area where excavated material from the railroad construction will be stockpiled for later use as fill for the new arena. These initial closings with BNSF would also include the transfer of easement rights from the BNSF to the City for the necessary permanent easements that the City will retain across the proposed final railroad corridor.

The next set of closings would include the transfer of property and easement rights from BNSF to the City for (i) the area required to facilitate initial construction of the arena and Amtrak Station and (ii) to construct the pedestrian ramp, north pedestrian bridge pier and surface parking area south of the City's 901 building. Shortly thereafter, the City will acquired certain private property(ies) (Alter Metal Property) and reconvey to the BNSF. Next, BNSF will transfer property rights and easements to the City to allow final construction of the arena drum (this is the area where Passenger Main No. 2 would be removed). The last expected closing would be BNSF's conveyance to the City for the remaining BNSF property that is to be transferred to the City upon completion of the track relocation work.

This task generally includes the necessary survey/right-of-way work necessary to prepare the final legal descriptions and exhibits for inclusion in the definitive agreements between the City and the respective parties, including the following items:

- Prepare final metes and bounds legal descriptions and exhibits for the various property parcels and permanent easements to be transferred or reserved between the City, railroads and other private/public parties for the various anticipated real estate closings.
- Prepare exhibits for the various property parcels and temporary easements to be transferred or reserved between the City, railroads and other private/public parties for the various anticipated real estate closings.
- Review and develop the limits of the property parcels, permanent and temporary easements that will need to be included with each property closing with the BNSF.
- Attend planning meetings with City staff to review the preliminary legal descriptions and exhibits prior to submitting to the railroads and others for their review and comments.
- Submit the preliminary legal descriptions and exhibits to the respective parties for review and comments. Coordinate with the respective parties as required during their review of the legal descriptions and exhibits to address their comments and to revise the documents as necessary.
- Finalize the legal descriptions and exhibits following receipt of comments from the respective parties and resolution of comments with City. Prepare petitions to vacate public right-of-way documents, submit to City for review, route documents for signatures, attend three planning meetings with the City and railroads, attend planning commission and City Council meetings.
- File the petitions to vacate public right-of-way documents with the register of deeds.

Estimated Fee ***$50,850***

Task G. Early Coordination with SHPO on Section 106

This task would include establishment of a Section 106 Task Force to perform early coordination with the SHPO to develop strategies to mitigate or minimize potential Section 106 impacts with the West Haymarket Project. This work would include preparation of an initial draft MOU that outlines the party's commitments to address Section 106 concerns. It is anticipated that the resolution of Section 106 concerns will take an extended period of time of approximately one and one half years. Therefore, in order to allow potential arena work or other City of Lincoln West Haymarket work to begin in 2011, it is recommended that this work begin.

Estimated Fee	***$14,670***

TOTAL VALUE OF WORK	**$205,110**

The schedule for delivering the above services that are associated with final design plans to be included in the BNSF track relocation plans, to the extent they are not impacted by regulatory reviews or other approvals and conditions beyond Olsson Associates control, shall be seven weeks from the date of execution.

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

CITY OF LINCOLN	**OLSSON ASSOCIATES, INC.**
By: _____	By: John H. Olsson
Title: Mayor	Title: Sr. Vice-President
Date: 3/19/2010, 2010	Date: FEBRUARY 26, 2010

F:\Projects\008-0645\Documents\Contracts\AMENDMENT 5(V5).doc

WH 10-17 Introduce: 11-18-10

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 Scope of Services to the Agreement for professional engineering and planning services and assistance in the development of a West Haymarket Transportation Environmental and Utilities Plan (TEUP) between Olsson Associates and the West Haymarket Joint Public Agency (as Assignee of the City of Lincoln), is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Agreement on behalf of the West Haymarket Joint Public Agency. The purpose of said Amendment No. 7 is to provide a final transfer between the TEUP as prepared for the City of Lincoln and the JPA's initial engineering agreements for the West Haymarket Project.

Introduced by:

_____

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

_____
Legal Counsel for
West Haymarket Joint Public Agency

_____
Jayne Snyder, Chair

_____
Tim Clare

_____
Chris Beutler

EXHIBIT A – AMENDMENT NO. 7
DESCRIPTION OF POTENTIAL ADDITIONAL WORK TASKS
OCTOBER 3, 2010 THROUGH DECEMBER 4, 2010

Task 1 – Project Management: This task includes meetings and coordination work with the client and general supervision of the project design team.

Task 2 – Prepare Exhibits and Additional Information for USPO Coordination: This task would include preparation of exhibits and necessary coordination with the USPO to develop agreements for the project. This task would include the use of a subconsultant, Kent Seacrest, to negotiate with the USPO and draft the agreement between the City and USPO.

Task 3 – Additional Coordination with COE on 404 and 106 Issues: This task would include additional support services for the City as requested to coordinate with the COE in obtaining approval of the project 404 Permit.

Task 4 – Additional Coordination with the SHPO on 106 Issues: This task would include additional coordination and meetings with the City, SHPO and COE to begin development of the items to be included in the Memorandum of Agreement for the Project. This task would include use of a subconsultant, Melissa Dirr to assist with the coordination and preliminary development of the draft MOA.

Task 5 – Coordination with BNSF on Definitive Agreement: This task would include additional coordination with the BNSF as requested by the City to finalize the Definitive Agreements for the project. This includes preparation and attendance at City/BNSF coordination meetings.

Task 6 – Revise Legal Descriptions: This task includes revising legal descriptions as requested by the City to finalize the necessary project agreements.

Task 7 – Revise ALTA Surveys: This task includes revising the ALTA Surveys as requested by the City to finalize the necessary project agreements.

Task 8 – Prepare Additional Legal Descriptions/Exhibits: This task includes preparation of additional legal descriptions/exhibits as requested by the City and that are necessary for execution of the project agreements.

Task 9 – Update Current Exhibits and Prepare New Exhibits as Required: This would include revising current exhibits as requested to address City/Railroad comments and creation of a maximum of 5 additional new exhibits.

Task 10 – Construction Consultation Services for Sanitary Sewer: This task includes providing assistance to the City during the initial construction of the Sanitary Sewer Project including attendance at preconstruction meeting, site visits as requested, clarifications on contract documents and review of submittals.

EXHIBIT A – AMENDMENT NO. 7 (Continued)

Task 11 – Construction Consultation Services for Storm Water Grading and Storm Sewer: This task includes providing assistance to the City during the initial construction of the grading for the storm water mitigation and storm sewer work that is included in the BNSF grading project. This would include attendance at preconstruction meeting, site visits as requested, clarifications on contract documents and review of submittals associated with the storm water/storm sewer work.

Task 12 – Coordination with LPSNRD/COE on Levee Impacts: This work would include additional coordination with the LPSNRD and the COE as requested by the City regarding the initial project submittal to the COE regarding potential impacts to the Salt Creek Levee System. This would include preparation and attendance at a meeting with the LPSNRD and COE to discuss the overall project and potential future submittal packages that will require COE review and approval.

Task 13 – Coordination with Utilities Regarding Relocation Work: This work includes coordination with MCI, Qwest, Windstream and LES regarding utility work required to accommodate the railroad grading project and review of preliminary relocation plans.

Task 14 – Coordination with UNL on Champions Club Parking Lot: This work includes coordination and meetings with UNL staff to discuss and evaluate alternatives for reconstruction of the parking lot at the Champions Club to ensure no loss of parking.

Task 15 – Additional City Requested Assistance: This includes an allotment of hours to use to provide additional assistance as requested by City staff to support development of the project and execution of the necessary project agreements.

Task 16 – Update Project Timeline: This includes time to update the project timeline as requested by the City.

Task 17 – Preliminary Negotiations for Arter Property: This task includes time for preliminary negotiations to develop the necessary agreements to acquire a portion of the Arter property as required to provide access at "R" Street for the initial site preparation and construction work for the arena. Development of the final agreement and negotiations will be completed under a future project.

Task 18 – Supplemental Field Survey Work - Arena: This includes time to provide supplemental field survey work within the existing core area and rail yard as requested by the City to support the design development for the arena.

Task 19 – Supplement Field Survey Work - Core Area:

A. Topographical Survey

Perform a complete topographic survey including control points and benchmarks. The Consultant shall survey all surface features as shown in the limits on the attached map, including but not limited to building corners, curbs, walks, driveways, trees and bushes. Water valve lid and stem elevations, drainage and wastewater structure rim and flowline elevations, water service curb stops, fire hydrants, etc.

Request private utility locates prior to work, including but not limited to poles, riser boxes, transformer boxes, valves and pressure regulation risers and record in survey.

The topographic survey will be performed using electronic 'Total Station' technology or GPS technology in MicroStation/GEOPAK format and all data shall meet the current City of Lincoln CADD Standards. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded.

B. Base Map Preparation

The Consultant will create the base map using the topographic survey data.

C. Horizontal Control

The Consultant shall provide a list of horizontal control points with coordinates and descriptions. Horizontal control will be referenced to the Lancaster County Grid using known land survey monuments. All section corners and all existing right-of-way intersections will be tied into the survey.

D. Vertical Control

Vertical control will be completed by differential level circuit referenced to NAVD 88.

E. Bench Level Run

Bench levels will be run by direct leveling methods, (no "side shots" will be permitted). Levels will close within an allowable error of five-hundredths (0.05) of a foot times the square root of the length of the level loop in miles. The Consultant will run a closed level circuit, establishing intermediate benchmarks along the project and on intersecting streets beyond the limits of the project. This level circuit will be tied into the benchmarks provided by the City in NAVD 88.

***F.* Utility Locates**

Utilities will be drawn from surveying above ground features, including markings by utility companies resulting from the locate request. Information supplied by utility companies will be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

EXHIBIT B - AMENDMENT NO. 7
WEST HAYMARKET PROPOSED ADDITIONAL WORK FROM OCTOBER 3, 2010 THROUGH DECEMBER 4, 2010
OLSSON PROJECT NUMBER 008-0645
CITY OF LINCOLN, NEBRASKA
OCTOBER 14, 2010

Personnel	Total Hr.	Contract Billing Rate	Raw Labor cost		Expenses	Units	Unit Price	Total Price
Principal	0	180.00	0.00		Travel, mile (car)	0	0.510	0.00
Project Manager/Team Leader	254	164.00	41,656.00		Travel, mile (survey vehicle)	1500	0.54	810.00
Senior Level	114	147.00	16,758.00		Computer time	0	15.00	0.00
Senior Project Level	44	134.00	5,896.00		Public Meeting Mosaic/Info Packet	0	1000.00	0.00
Project Level	176	115.00	20,240.00		Half Size Plots	0	0.35	0.00
Associate Level	0	90.00	0.00		Full Size Plots	0	1.50	0.00
Assistant Level	182	78.00	14,196.00		copies/miscellaneous	1470	LS	1,470.00
Senior Technician	548	66.00	36,168.00		Geopak Lease	0.0	2300.00	0.00
Associate Technician	412	57.00	23,484.00		Subconsultant - Melissa Dirr	8000	LS	8,000.00
Administrative Coordinator	26	65.00	1,690.00		Subconsultant - Seacrest (USPO)	8000	LS	8,000.00
					Subconsultant - Seacrest (Arter)	10000	LS	10,000.00
TOTAL	**1756**		**$160,088.00**				**TOTAL**	**$28,280.00**

MANHOUR AND FEE ESTIMATE

Item No.	Description of Work Items/Tasks	Principal	Project Manager	Senior Level	Senior Project Level	Project Level	Associate Level	Assistant Level	Senior Tech	Associate Tech	Admin	TOTAL MAN HOURS	TOTAL MAN-DAYS	TOTAL LABOR COST
1	Project Management, Coordination Meetings Etc.		60								8	68	8.50	10,360.00
2	Prepare Exhibits and Provide Information for USPO Coordination		8	20					16			44	5.50	5,308.00
3	Additional Coordination with COE on 404 and 106		4	8		8						20	2.50	2,752.00
4	Additional Coordination with SHPO on 106 Issues		4	16								20	2.50	3,008.00
5	Coordination and Meetings with BNSF on Definitive Agreements		40									40	5.00	6,560.00
6	Revise Legal Descriptions as Requested By City		2		8				8			18	2.25	1,928.00
7	Revise ALTA Surveys as Requested By City		2		8			16				26	3.25	2,648.00
8	Prepare Additional Legal Descriptions/Exhibits as Req. By City		2		8				8			18	2.25	1,928.00
9	Update Current Exhibits and Prepare New Exhibits as Req.		8						20			28	3.50	2,632.00
10	Construction Consultation for Sanitary Sewer Work		24			44					12	80	10.00	9,776.00
11	Construction Consultation for Storm Water Grading & Storm Sewer Work		12			20					6	38	4.75	4,658.00
12	Coordination with LPSNRD/COE on Levee Impacts		8		20	20						48	6.00	6,292.00
13	Coordination with Utilities Regarding Relocation Work		8			24						32	4.00	4,072.00
14	Coordination with UNL on Champions Club Parking Lot		8	20								28	3.50	4,252.00
15	Additional City Requested Assistance - property acquistion, etc.		24			60			60			144	18.00	14,796.00
16	Update Project Timeline as Requested By City		8									8	1.00	1,312.00
17	Preliminary Negotiations for Arter Property		8	16					24			48	6.00	5,248.00
18	Supplemental Field Survey Work - west of Arena		4	2				6	12	12		36	4.50	2,894.00
19	Supplemental Field Survey Work - Core Area		20	32				160	400	400		1012	126.50	69,664.00
20												0	0.00	0.00
21												0	0.00	0.00
22												0	0.00	0.00
23												0	0.00	0.00
24												0	0.00	0.00
25												0	0.00	0.00
26												0	0.00	0.00
27												0	0.00	0.00
28												0	0.00	0.00
29												0	0.00	0.00
	TOTAL MANHOURS AND LABOR FEE	0	254	114	44	176	0	182	548	412	26	1756	219.50	160,088.00
	TOTAL MANDAYS	0.00	31.75	14.25	5.50	22.00	0.00	22.75	68.50	51.50	3.25	219.50		
	TOTAL LABOR COST AND FEE	$0.00	$41,656.00	$16,758.00	$5,896.00	$20,240.00	$0.00	$14,196.00	$36,168.00	$23,484.00	$1,690.00	$160,088.00	**Labor =**	**$160,088.00**
	TOTAL EXPENSES												**Total Expenses =**	**$28,280.00**
	TOTAL LBR, OH, PFT & EXPS												**Total Labor and Expenses =**	**$188,368.00**

AMENDMENT NO. 7 TO SCOPE OF SERVICES
FOR
EXECUTIVE ORDER NO. 80944
WEST HAYMARKET TRANSPORTATION, ENVIRONMENTAL AND UTILITIES PLAN (TEUP)

On April 10, 2008, Olsson Associates, Inc., entered into an agreement with the City of Lincoln under Executive Order No. 80944 for professional engineering and planning services and assistance in the development of a West Haymarket Transportation, Environmental and Utilities Plan (TEUP). The agreement allows for adjustments in the scope of services and corresponding adjustments in compensation for such changes in the scope of services. Amendment No. 6 was assigned to the JPA on August 13, 2010 under Resolution No. WH00012.

This Amendment No. 7 accomplishes the following:

- Extends the contract duration from October 2, 2010 to completion of these tasks as needed.
- Provides a final transition between TEUP and JPA initial civil engineering agreements.
- Outlines additional work that is anticipated from October 3, 2010 through December 2010 to support the City in finalizing the necessary agreements with the railroads, assist with agency coordination and assist with bidding of the initial storm water and sanitary sewer improvements. Additional topographical surveys, vertical and horizontal controls are needed immediately to be able to get final civil infrastructure design started in order to meet our aggressive completion schedule. A detailed breakdown of the additional work tasks are shown on the attached Exhibits A and B. *Estimated Fee of $188,368 less deduct of $24,000 for unused balance indentified in Amendment No. 6.*

This contract amendment increases the total contract amount from $1,960,050 to $2,124,418 (an increase of $164,368).

EXECUTION OF CONTRACT

Please sign below and return one copy to Olsson Associates, Inc. Upon execution and receipt by both parties, the Document shall form an Agreement between the City of Lincoln and Olsson Associates, Inc. Services will be performed in accordance with the conditions of Executive Order No. 80944.

JOINT PUBLIC AGENCY	**OLSSON ASSOCIATES, INC.**
By: _____	By: _____
Title: Chair	Title: Sr. Vice-President
Date: _____, 2010	Date: _____, 2010

WH 10-18 Introduce: 11-18-10

RESOLUTION NO. WH- _____

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

That the SMG Assignment and Assumption Agreement, which is attached hereto between the City of Lincoln, Nebraska (City), SMG and the West Haymarket Joint Public Agency (JPA) providing for the City, as assignor, to assign and for the JPA, as assignee, to assume all of the City's rights, interests, duties and obligations under the Agreement, between the City of Lincoln and SMG for consulting services in connection with design and construction of a multi-purpose facility otherwise known as the Arena Project, is hereby accepted and approved and the Chairperson of the Board of Representatives is hereby authorized to execute said SMG Assignment and Assumption Agreement on behalf of the West Haymarket Joint Public Agency.

Introduced by:

_____

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

_____
Legal Counsel for
West Haymarket Joint Public Agency

_____
Jayne Snyder, Chair

_____
Tim Clare

_____
Chris Beutler

SMG ASSIGNMENT AND ASSUMPTION AGREEMENT

This SMG Assignment and Assumption Agreement ("Assignment") is made and entered into as of the _____ day of _____, 2010, between the **City of Lincoln, Nebraska,** a municipal corporation ("City") and the **West Haymarket Joint Public Agency**, a political subdivision and corporate body politic of the State of Nebraska ("Agency").

RECITALS

I.

The Agency has been created and established by and between the University of Nebraska and the City of Lincoln pursuant to the Joint Public Agency Act, (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, the "Act"), by entering into the Joint Public Agency Agreement creating the West Haymarket Joint Public Agency.

II.

A Certificate of Creation of the West Haymarket Joint Public Agency has been issued by the Secretary of State of the State of Nebraska in accordance with the Act.

III.

The Agency has been formed for the purpose of (a) constructing, equipping, furnishing and financing public facilities in the West Haymarket area of the City including but not limited to (1) a sports/entertainment arena (the "Arena"), (2) roads, streets and sidewalks, (3) a pedestrian grade separation, (4) public plaza space, (5) sanitary sewer mains, (6) water mains, (7) electric transmission lines, (8) drainage systems, (9) flood control, (10) parking garages and (11) surface parking lots (collectively, the "West Haymarket Facilities"), and (b) to (1) acquire land and to relocate existing businesses, and (2) undertake environmental remediation and site preparation as necessary and appropriate for the construction, equipping, furnishing and financing of the West Haymarket Facilities (collectively, as itemized on Exhibit A hereto, as the same may be amended from time to time, the "Projects," and, individually, a "Project"), (c) issuing bonds to finance the same (the "Bonds"), (d) providing for the operation, maintenance and management of the Arena and related facilities, (e) collecting revenues, rents, receipts, fees, payments and other income related to the Arena, (f) levying a tax, as required and as provided by the Act and the JPA Agreement to pay

the principal or redemption price of and interest on the Bonds, when and as the same shall become due; and (g) exercising any power, privilege or authority to provide for the acquisition, construction, equipping, furnishing, financing and owning such capital improvements or other projects upon or related to any of the Projects as shall be determined by the governing body of the Agency to be necessary, desirable, advisable or in the best interests of any of the Participants in the manner and as provided by the Act.

IV.

The Agency and the City have entered into a Facilities Agreement dated July 26, 2010, providing that the Agency pay the costs of acquiring and constructing each of the Projects for and on behalf of the City and that the Agency issue Bonds for such purposes, subject to certain funding obligations of the City.

V.

In order to carry out the above purpose of the Agency and its obligations under the Facilities Agreement, the parties desire that the City, as Assignor, assign to the Agency, as Assignee, and for Agency, as Assignee, to assume all of the City's rights, interests, duties, and obligations under the Agreement approved by Executive Order No. _____ between the City of Lincoln and SMG, to provide consulting services in connection with design and construction of a multi-purpose facility otherwise known as the Arena Project (SMG Agreement).

NOW, THEREFORE, in consideration of the above Recitals, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. City does hereby sell, assign, transfer, and convey to Agency all of the City's rights, title and interest in and to and under the SMG Agreement referred to above, and Agency shall be entitled to exercise such rights without the prior consent or permission of City.

2. Consent to Assignment. SMG does hereby consent to the assignment of the SMG Agreement and SMG agrees to have the bonds and insurance associated with the SMG Agreement reissued to the benefit of the Agency.

3. Assumption. Agency does hereby assume and covenant and agree to fully, completely, and timely perform, comply with, and discharge each and all of the obligations, duties and liabilities of the City under said Agreement. Agency shall fully and completely indemnify and hold City harmless from and against the performance of any and all duties and obligations that arise after the date hereof that are imposed on City under the terms and provisions of the Agreement.

4. Future Performance of City. City agrees to cooperate fully with Agency and to assist Agency in exercising Agency's rights under the Agreement if such assistance becomes necessary or desirable in order for Agency to fully realize the benefits of which Agency is entitled under this Assignment, including the making, executing, and delivering of any documents or instruments or the giving or granting of any permission, waiver, or consent so long as such assistance or action does not subject City to liability solely by reason thereof and so long as Agency reimburses City for the reasonable value of any out-of-pocket costs.

IN WITNESS WHEREOF, the parties hereto have executed this West Haymarket TEUP Assignment and Assumption Agreement as of the ____ day of _____, 2010.

ATTEST:

_____
City Clerk

City of Lincoln, Nebraska
a municipal corporation

By: _____
Chris Beutler, Mayor of Lincoln

West Haymarket Joint Public Agency
Board of Representatives

By: _____
Jayne Snyder, Chairperson

SMG

By: _____
Title: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MARSH USA INC.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103
Attn: PHILADELPHIA.CERTS@MARSH.COM

J22735-LIQ2-5-15x-10-11

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED

SMG
300 CONSHOHOCKEN STATE ROAD
SUITE 450 AND 700
W. CONSHOHOCKEN, PA 19428

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : N/A	N/A
INSURER C : Zurich American Insurance Co	16535
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-002839198-03 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	X		79544602	07/01/2010	07/01/2011	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**	X		7954-46-01 (AOS)	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
A	X ANY AUTO			7954-47-55(HI)	07/01/2010	07/01/2011		
A	ALL OWNED AUTOS			7352-83-50 (VA)	07/01/2010	07/01/2011	BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS						Comprehensive Ded.	$ 1,000
							Collision Ded.	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WC7913918-17	07/01/2010	07/01/2011	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
WEST HAYMARKET JOINT PUBLIC AGENCY; CITY OF LINCOLN NEBRASKA AND THE UNIVERSITY OF NEBRASKA, AND THEIR EMPLOYEES ARE ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR IN THE OPERATIONS OF SMG FOR CONSULTING SERVICES RENDERED BY SMG, UNDER WRITTEN AGREEMENT FOR SMG TO PROVIDE CONSULTING IN LINCOLN NEBRASKA.

CERTIFICATE HOLDER

CITY OF LINCOLN
ATTN: DAN MARVIN
555 S. 10TH STREET, SUITE 205
LINCOLN, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Donna Clampitt

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CONSULTANT AGREEMENT

THIS AGREEMENT is entered into this ____ day of October, 2010, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City", and SMG, a Pennsylvania General Partnership, hereinafter referred to as "Consultant."

RECITALS

A.

The City proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance by providing architectural and engineering consulting services in connection with design and construction of a multi-purpose facility otherwise known as the "Arena Project" ("Consultant Services").

B.

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

C.

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

D.

The City of Lincoln, Nebraska, a municipal corporation and member of the City, shall provide support and administrative services under this Agreement with the Lincoln Municipal Code as the source of several causes in this Agreement.

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

I.

ADMINISTRATOR OF AGREEMENT

The Project Manager of the City shall be the City's representative for the purposes of administering this Agreement and shall have authority on behalf of the City to give approvals under this Agreement. Thomas Lorenz, of the Consultant, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.

II.

SCOPE OF SERVICES

Consultant agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the services set forth in Attachment A on behalf of the City. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control.

III.

TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this agreement, but in no event longer than three (3) years.

IV.

COMPENSATION

The City agrees to pay Consultant for the services set forth in Attachment A a sum not to exceed Five Thousand Dollars ($5,000.00) per month and reasonable expenses. Payments shall be made after submission of a report to the Project Manager detailing work performed under this Agreement. Each report shall identify each person doing work on the project, include a detailed

description of the work performed, and detail, with supporting documentation, for all expenses incurred hereunder. All approved payments will be made to the Consultant.

Failure of the City to accept the recommendations or work of the Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by the Consultant or for nonpayment of the Consultant.

V.

SERVICES TO BE CONFIDENTIAL

All services, including reports, opinions and information to be furnished under this Agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City or by order of a court of competent jurisdiction. The provisions in this section shall survive any termination of this Agreement.

VI.

NON-RAIDING CLAUSE

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

VII.

TERMINATION OF AGREEMENT

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

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

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

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

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

VIII.

ADDITIONAL SERVICES

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

IX.

FAIR EMPLOYMENT

In connection with the performance of work under this Agreement, Consultant agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because

of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and *Neb. Rev. Stat.* § 48-1122, as amended.

X.

FAIR LABOR STANDARDS

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

XI.

ASSIGNABILITY

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

XII.

INTEREST OF CONSULTANT

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

XIII.

OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Consultant agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without the express written consent of the City.

The City shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials.

XIV.

COPYRIGHTS, ROYALTIES & PATENTS

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

XV.

COPYRIGHT; CONSULTANT'S WARRANTY

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

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

XVI.

INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City, its members, representatives of the members, officers, agents, and employees, as indemnitees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, that is caused in whole or in part by Consultant or anyone directly or indirectly employed by Consultant or anyone for whose acts any of the them may be liable. This section will not require Consultant to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. The provisions of this section survive any termination of this Agreement.

XVII.

LIABILITY LIMITATIONS

The City acknowledges that Consultant is not an architect, an engineer or a legal advisor and its consulting services provided under this Agreement with respect to the Arena Project are based on its operational knowledge and should not be construed as a representation of architectural or engineering practices or as a legal representation or interpretation of any federal, state, local, or municipal law, statute, ordinance, rule, code, or regulation, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Sections 12101-12213 as amended by the Civil Rights Act of 1991 (42 U.S.C. Section 1981(a)), as it now exists and as it may be amended in the future by statute or judicial interpretation (the "ADA"). Neither the City nor any of its agents, consultants or representatives will rely upon Consultant as having architectural, engineering or legal expertise. Accordingly, notwithstanding anything to the contrary contained herein, Consultant shall have no liability to the City with respect to architectural, engineering or legal matters relating to the foregoing.

XVIII.

INSURANCE

A. Insurance Coverage. At all times during the term of this Agreement, the Consultant shall maintain insurance coverage as follows:

1. Workers' Compensation; Employer's Liability. Such insurance coverage as will fully protect both Consultant and the City from any and all claims under any Worker's Compensation Act or Employer's Liability Law. Consultant shall exonerate, indemnify and hold harmless the City from and against, and shall assume full responsibility for payment of all federal, state, and local taxes and contributions imposed or required under unemployment insurance, social security and income tax laws with respect to Consultant or any such employees of

Consultant as may be engaged in the performance of this Agreement. The minimum acceptable limits of liability to be provided by such Workers' Compensation policy shall be as follows:

Coverage	Listing	Min. Amt.	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by Accident	$500,000	Each Accident
	Bodily Injury by Disease	$500,000	Each Employee
	Bodily Injury	$500,000	Policy Limit

2. Automobile Liability Insurance. For all of the Consultant's automobiles, including owned, hired and non-owned automobiles, Consultant shall keep in full force and effect such Automobile Liability Insurance as shall protect it against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for it in an capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by a such Automobile Liability Insurance shall be as follows:

i. Bodily Injury Limit $500,000 Each Person/$1,000,000 Each Occurrence

ii. Property Damage Limit $500,000 Each Occurrence

iii. Combined Single Limit $1,000,000 Each Occurrence

3. General Liability Insurance. General Liability Insurance, naming and protecting Consultant and the JPA, the City of Lincoln, and the University of Nebraska, their officials, employees, agents and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Consultant and Consultant's employees, students, or those directly or indirectly employed by Consultant. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

i. All Acts or Omissions - $1,000,000 Each Occurrence/$2,000,000 Aggregate;

ii. Bodily Injury/Property Damage - $1,000,000 Each Occurrence/$2,000,000 Aggregate;

iii. Personal Injury Damage - $1,000,000 Each Occurrence;

iv. Contractual Liability - $1,000,000 Each Occurrence;

v. Products Liability and Completed Operations - $1,000,000 Each Occurrence;

vi. Medical Expenses (Any One Person) - $10,000.

If the Consultant does not possess General Liability Insurance in the amounts as provided in this Agreement, the Consultant may use Excess or Umbrella Insurance to supplement the General Liability Insurance to reach the minimum acceptable limits of liability as provided in this Agreement.

4. Professional Liability Insurance. Professional Liability Insurance, naming and protecting Consultant against claims for damages resulting from the Consultant's errors, omissions, or negligent acts resulting from any of the work described in Attachment A. Such policy shall contain a limit of liability not less than Two Million Dollars ($2,000,000) per claim and aggregate.

B. Minimum Scope of Insurance. All liability insurance policies (except Professional Liability) shall be written on an "occurrence" basis only, except for professional liability insurance which may be based upon a "claims-made" basis. All insurance coverages are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of not less than A:VIII unless specific approval has been granted by the City.

C. Deductibles. All deductibles on any policy shall be the responsibility of the Consultant and shall be disclosed to the City at the time the evidence of insurance is provided.

D. Certificate of Insurance. All Certificates of Insurance shall be filed with the City on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding sections, and showing the JPA, the City of Lincoln, and University of Nebraska as additional insureds for General Liability Insurance and Excess or Umbrella Insurance if used to supplement the General Liability Insurance. The Consultant may present evidence of equivalent self-insurance, satisfactory to the City, in place of a certificate of insurance for General Liability Insurance. The City shall be treated as an additional insured as if the Consultant possessed General Liability Insurance. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of reduction in amount, increase in deductibles, cancellation, or non-renewal of insurance coverage.

XIX.

NOTICE

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

City of Lincoln
Attention: Dan Marvin
555 S. 10th Street, Suite 205
Lincoln, NE 68508
(402) 441-7606
dmarvin@lincoln.ne.gov

SMG
Attention: Thomas E. Lorenz
226 Centennial Mall South
Lincoln, NE 68508
(402) 441-8744

XX.

INDEPENDENT CONTRACTOR

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

XXI.

NEBRASKA LAW

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

XXII.

INTEGRATION

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

XXIII.

AMENDMENT

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

XXIV.

SEVERABILITY

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

XXV.

WAIVER OF CONTRACTUAL RIGHT

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

XXVI.

AUDIT AND REVIEW

The Consultant shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. The Consultant shall also be subject to audits required by the State and shall make available to any authorized auditor.

XXVII.

FEDERAL IMMIGRATION VERIFICATION

A. If the Consultant is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Consultant agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees

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

XXVIII.

REPRESENTATIONS

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

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

CITY OF LINCOLN

By: _____

Title: _____

SMG

By: _____
John F. Burns

Title: Chief Financial Officer

UNITED STATES CITIZENSHIP ATTESTATION FORM FOR PUBLIC BENEFIT
(to be used pursuant to Section XXVII.C)

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

OR

☐ I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS (United States Citizenship and Immigration Services) documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: JOHN F. BURNS
(First, Middle, Last)

SIGNATURE: John F. B

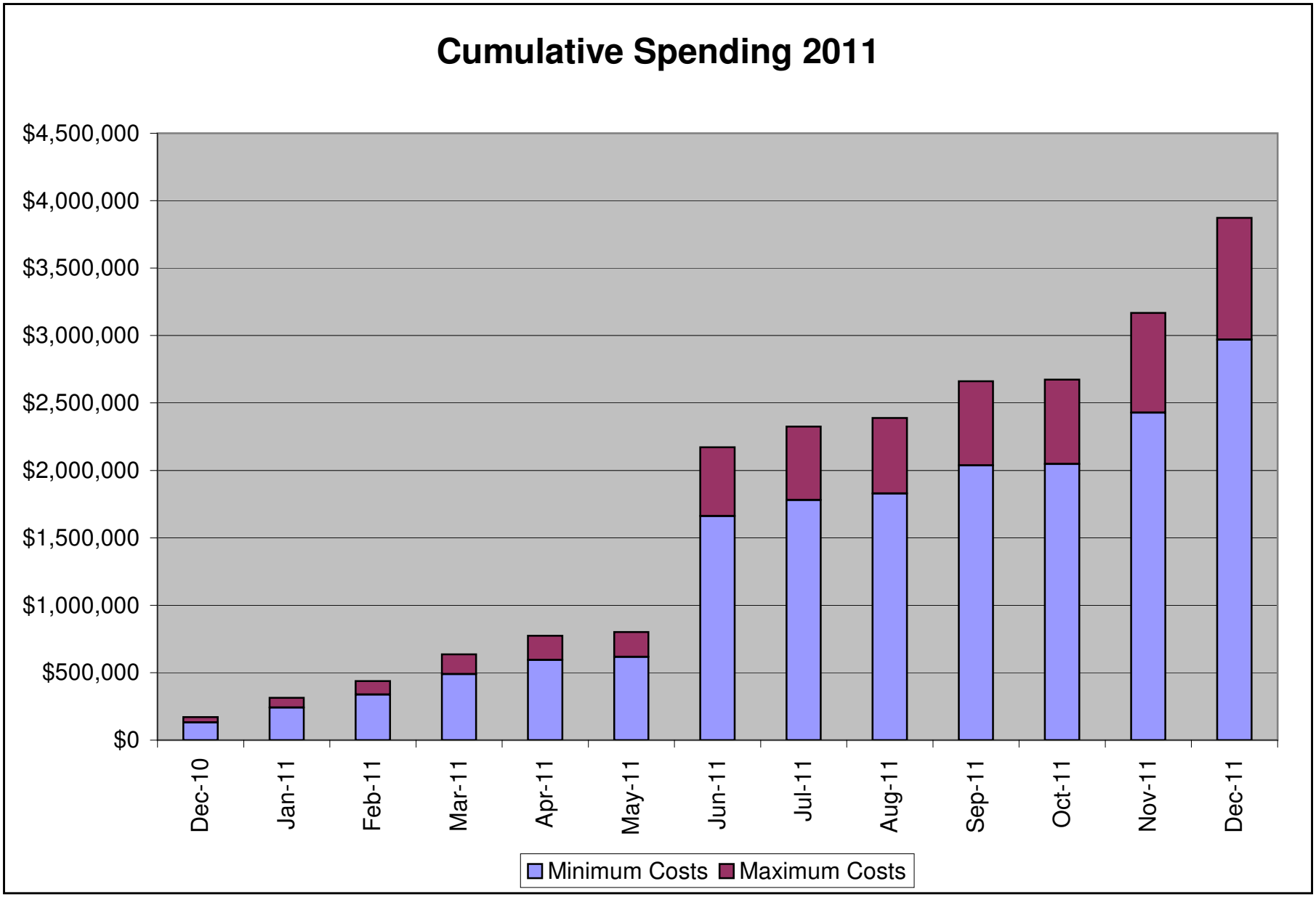
DATE: 10-14-10

FARRIS ENGINEERING

DEC West Haymarket Development Thermal Energy Plant

Preliminary Projection of 2011 Costs

PRELIMINARY COST PROJECTION 2011				
Project Schedule Items		**Time Period**	**Minimum Cost**	**Maximum Cost**
DD/CD Phase				
	Pre-Engineering	12/2010 - 1/2011	$31,289	$40,676
	Site/Utilities Coordination	12/2010 - 2/2011	$52,149	$67,794
	Environmental Studies	2/2011 - 9/2011	$73,009	$94,911
	Architectural Design	1/2011 - 9/2011	$208,596	$271,175
	Civil/Site Design	1/2011 - 8/2011	$104,298	$135,587
	Controls Design	3/2011 - 8/2011	$52,149	$67,794
	Electrical Design	12/2010 - 9/2011	$260,745	$338,969
	Mechanical Design	12/2010 - 9/2011	$260,745	$338,969
	Design Project Management	12/2010 - 9/2011	$98,163	$127,612
	Total Design Cost		**$1,141,143**	**$1,483,486**
Pre-Purchase Equipment				
	Boiler Order	6/2011	$136,000	$177,000
	Chiller Order	6/2011	$169,550	$211,937
	Ice Tank Order	6/2011	$600,000	$800,000
	Total Equipment Order Cost		**$905,550**	**$1,188,937**
Construction Phase				
	Civil Construction	11/2011 - 12/2011	$690,661	$897,859
	GC/Building Construction	12/2011	$161,154	$209,500
	Construction Project Management	11/2011 - 12/2011	$71,391	$92,809
	2011 Construction		**$923,206**	**$1,200,168**
Total 2011 Costs			**$2,969,899**	**$3,872,591**


Cumulative Spending 2011
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Dec-10
Jan-11
Feb-11
Mar-11
Apr-11
May-11
Jun-11
Jul-11
Aug-11
Sep-11
Oct-11
Nov-11
Dec-11
Minimum Costs
Maximum Costs

WH 10-19 Introduce: 11-18-10

RESOLUTION NO. WH- _____

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

That the attached Letter Agreement dated November 18, 2010 with District Energy Corporation, to cover the design and engineering costs in an amount not to exceed $2 Million associated with the heating and cooling facilities for the Arena and other buildings and facilities in the West Haymarket Area without further authorization from the West Haymarket Joint Public Agency, is hereby accepted and approved.

BE IT FURTHER RESOLVED that the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Letter Agreement on behalf of the West Haymarket Joint Public Agency.

Introduced by:

_____

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

_____
Legal Counsel for
West Haymarket Joint Public Agency

_____
Jayne Snyder, Chair

_____
Tim Clare

_____
Chris Beutler

LETTER AGREEMENT

This **LETTER AGREEMENT** (the **"Agreement"**), dated _____, 2010, is between the **WEST HAYMARKET JOINT PUBLIC AGENCY** (the **"Agency"**) and **DISTRICT ENERGY CORPORATION** (the **"Corporation"**).

RECITALS

1. Pursuant to (a) the Nebraska Nonprofit Corporation Act, (b) the Nebraska Interlocal Cooperation Act, (c) the Interlocal Cooperation Agreement dated March 27, 1992 between The City of Lincoln, Nebraska (the **"City"**) and The County of Lancaster, Nebraska (the **"County"**), and (d) its Articles of Incorporation, the Corporation has been organized to purchase, lease, construct, operate and finance facilities and acquire services in order to furnish energy requirements and related services to the City and the County and to such other persons and entities as the City and the County may be authorized by law to serve.

2. The Agency has requested that the Corporation take the necessary actions to obtain the required information and prepare the necessary plans for facilities (the **"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" (the **"West Haymarket Area"**).

3. In order to undertake project development activities within the West Haymarket Area and develop plans, specifications and estimates of cost for such facilities, it is necessary, desirable, advisable and in the best interest of the Corporation and the Agency that the Corporation secure funding to pay such development costs, including, without limitation, engineering, design and feasibility study costs (collectively, the **"Preliminary Costs"**), and the Agency is willing to pay such Preliminary Costs in an amount not to exceed $2,000,000.

4. The execution and delivery of this Letter Agreement has been duly authorized by (a) Resolution No. 10-___ adopted by the Board of Directors of the Corporation on November 4, 2010 and (b) Resolution No. _____, adopted by the governing body of the Agency on November 18, 2010.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Letter Agreement, the Corporation and the Agency covenant and agree as follows:

Section 1. For the purpose of providing financing for the Preliminary Costs of the Project, the Agency shall pay Preliminary Costs incurred by the Corporation in an amount not to exceed Two Million Dollars ($2,000,000). Payment of Preliminary Costs incurred by the Corporation with respect to the Project shall be made within ____ days of receipt by the Agency of disbursement requests signed by the Authorized Corporation Representative accompanied by all necessary supporting documents, and the Agency hereby covenants and agrees to make such payment in accordance with the provisions of this Letter Agreement. The Agency reserves the right to make reasonable inquiry concerning each payment and may request such supporting documents as it deems necessary or advisable. For purposes of this Letter Agreement, **"Authorized Corporation Representative"** means the President or Vice President of the Corporation, or such other person at the time designated to act on behalf of the Corporation as evidenced by a written certificate furnished to the Agency containing the specimen signature of such person and signed on behalf of the Corporation by its President. Such certificate may designate an

alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Corporation Representative.

Section 2. To the extent permitted by law, the terms of this Letter Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then any waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 3. This Letter Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Letter Agreement by signing any counterpart.

Section 4. This Letter Agreement shall be effective as of the date shown on the cover page and shall continue in force and effect until the principal of and interest on the Note is fully paid together with all sums payable by the Corporation hereunder.

Section 5. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 6. This Letter Agreement constitutes the entire agreement between the Corporation and the Agency.

DISTRICT ENERGY CORPORATION

ATTEST:

By: _____
President

By: _____
Secretary

WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

By: _____
Chair

By: _____
Secretary

BEFORE THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF	**)**	**RAPMA**
	)	**Project Number**
THE WEST HAYMARKET JOINT PUBLIC AGENCY	**)**	**36-336-4930**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) is entered into voluntarily by the West Haymarket Joint Public Agency pursuant to the authority vested in the Department of Environmental Quality (DEQ) by the Remedial Action Plan Monitoring Act (RAPMA), Neb. Rev. Stat. § 81-15,181 et seq. (Reissue 2000), the Nebraska Environmental Protection Act (NEPA), Neb. Rev. Stat. § 81-1501 et seq. (Reissue 1999, Cum. Supp. 2002), and all rules and regulations promulgated thereunder.

FINDINGS

1 The DEQ is the agency of the State of Nebraska authorized pursuant to Neb. Rev. Stat. § 81-1504(1) to exercise exclusive general supervision, administration, and enforcement of NEPA, and all rules, regulations, and orders promulgated thereunder, including the issuance of orders requiring the adoption of remedial action to prevent, control, or abate land and water pollution, and to encourage voluntary cooperation by persons to achieve the purposes of NEPA. The DEQ is further authorized pursuant to Neb. Rev. Stat. §§ 81-15,183 through 81-15,185 to administer RAPMA.

2 The West Haymarket Joint Public Agency (JPA) is a political subdivision exercising governmental powers within the area known as the West Haymarket Redevelopment Area. With principal offices at 555 S. 10th Street, Suite 205, Lincoln, Nebraska, the JPA is the party executing this Agreement. The JPA is a "person" within the meaning of Neb. Rev. Stat. § 81-1502(10).

3 The property that is the subject of this Agreement is located in Lincoln, Lancaster County, Nebraska, and is more particularly described in Exhibit 1 and 2 of this Agreement. The Site encompasses approximately 72.93 acres.

4 The JPA has conducted an environmental investigation of the Site and has submitted information to the DEQ that evidences that “land pollution,” as defined by Neb. Rev. Stat. § 81-15,182(1), and “water pollution,” as defined by Neb. Rev. Stat. § 81-15,182(2), exists at the Site.

5 Pursuant to Neb. Rev. Stat. § 81-15,184, JPA has submitted to the DEQ an application for oversight of the remedial action it plans to conduct at the Site, as well as a nonrefundable application fee of $2,000. In addition, JPA has posted an initial deposit of $3,000 to be used by the DEQ to cover the DEQ’s direct and indirect costs related to technical review, oversight, guidance, and other activities associated with remedial action at the Site. The DEQ shall review and approve or deny the application and notify JPA in writing. If the application is denied, the notification will state the reason for the denial. If the DEQ determines that an application does not contain adequate information, the DEQ shall return the application to JPA. JPA will have sixty (60) days to resubmit the required information or the application will be deemed denied.

AGREEMENT

6. The intent of this Agreement is to allow JPA to voluntarily conduct remedial action in accordance with RAPMA and to seek a determination from the DEQ that no further remedial action is required at the Site pursuant to Paragraph 23 of this Agreement.

7. JPA agrees to perform all remedial action at the Site in accordance with NEPA and all rules and regulations promulgated thereunder. JPA shall be responsible for obtaining any necessary permits, licenses, access and other authorizations required under this Agreement. Nothing in this Agreement shall be deemed to impose any additional liabilities or obligations on JPA, other than those specifically stated herein. Nothing shall relieve JPA from complying with all other applicable federal, state and local laws, rules and regulations.

8. JPA agrees to maintain insurance coverage, including self-insurance, sufficient to cover any potential risks to JPA's employees, agents, and contractors, performing the actions under this Agreement.

9. Nothing in this Agreement, including any document the DEQ issues as agreed to herein, shall be interpreted to constitute a release or waiver of liability for any of the conditions which existed at the Site before, during, or after execution of this Agreement nor limit the DEQ's authority to respond to such conditions. DEQ shall have the authority to respond to such conditions in addition to requiring further remedial action from JPA under the circumstances described in Paragraph 23 of this Agreement. JPA reserves the right to raise any and all defenses, to any action brought by DEQ for conditions that existed on the Site prior to acquisition by JPA

10. JPA neither admits nor denies that it caused land or water pollution at the Site in violation of Neb. Rev. Stat. § 81-1506(1)(a), but agrees that DEQ may file an action against JPA if it fails to comply with this Agreement. JPA waives any affirmative defenses regarding jurisdiction. However, nothing in this Agreement shall constitute a waiver of JPA's right to contest the authority of the DEQ to take any enforcement action against JPA, other than an action to enforce this Agreement.

11. Remedial Action Plan. Within ninety days of approval of the application, JPA shall provide to DEQ a complete Remedial Action Plan (RAP) for the proposed project that conforms to all federal and state environmental standards and substantive requirements and that is subject to review and approval of the DEQ. DEQ approval shall be void upon failure to comply with the approved RAP or willful submission of false, inaccurate, or misleading information by JPA DEQ shall not commence technical review, oversight, guidance, or other activities associated with the RAP until this Agreement is executed and JPA has submitted a complete RAP to the DEQ.

    The RAP shall, at a minimum, include the following:

    a. Documentation regarding the investigation of land pollution or water pollution including, when appropriate, information indicating that JPA holds or can acquire title to all lands or has the necessary easements and rights-of-way for the project and related lands;
    b. A Remedial Action Work Plan which describes the remedial action measures to be taken to address the land or water pollution; and

c. Project monitoring reports, appropriate engineering, scientific, and financial feasibility data, and other data and information as may be required by the DEQ.

New information about the presence of land pollution or water pollution at the Site may require additional action. Therefore, JPA shall submit any subsequent work plans on a schedule agreed to by JPA and the DEQ.

12. If JPA believes any such data or information is protected by a privilege, it will retain the data and information and notify the DEQ of the nature of the document and the privilege claimed. JPA may also request that the DEQ keep data or information contained in any submission confidential, pursuant to Title 115 - Rules of Practice and Procedure.

13. Upon receipt of the RAP, the DEQ shall review and approve or disapprove the RAP and notify JPA of its decision in writing. If the RAP is disapproved, the notification shall state the reason for disapproval. DEQ will provide JPA an opportunity to resubmit the RAP.

    If the DEQ intends to approve the RAP, DEQ shall issue a public notice of its intent pursuant to § 81-15,185 in a local newspaper of general circulation in the area affected and make the RAP available to the public. The public shall have thirty days from the date of publication during which any person may submit written comments to the DEQ regarding the proposed remedial action. Such person may also request or petition the Director of Environmental Quality, in writing, for a hearing and state the nature of the issues to be raised. The Director shall hold a public hearing if the comments, request, or petition raise legal, policy, or discretionary questions of general application and significant public interest exists.

    Within six (6) months after the RAP is approved by the DEQ, JPA shall begin implementation of the RAP. The RAP shall be completed within twenty-four (24) months of approval by the DEQ, excluding long-term operation, maintenance, and monitoring activity, unless the DEQ grants an extension of time. An approved RAP is not enforceable unless the DEQ can demonstrate that the applicant has failed to fully implement the approved RAP. The DEQ may require further action if such action is authorized by other state statutes administered by the DEQ.

14. The DEQ and its authorized representatives and contractors shall have access at all reasonable times to the Site and any related lands, to the extent access is controlled by or granted to JPA for the purpose of conducting technical review, oversight, guidance, or other activities associated with remedial action at the Site.

15. JPA shall notify the DEQ at least ten (10) days before any scheduled well drilling, installation of equipment, or sampling for the purpose of affording the DEQ the opportunity to collect split samples. If either party is collecting samples, the other party or its authorized representative shall be allowed to take split samples of all samples collected.

16. In addition to any other obligation required by law, JPA shall notify the DEQ immediately upon knowledge of any condition posing an immediate threat to human health and welfare or the environment. In the event that any action or occurrence under this Agreement causes or threatens an emergency situation or presents an imminent threat to human health or welfare or the environment, JPA shall promptly take all appropriate action to prevent, abate, or minimize such emergency or imminent threat in accordance with applicable law. Nothing in this paragraph shall be deemed to limit the authority of the DEQ or State of Nebraska to take, direct, or order all

appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release from the Site.

17. Unless otherwise directed by the DEQ, JPA shall submit two copies of all documents required by this Agreement to the person identified below, who shall be DEQ's contact for the Site and for all matters concerning this Agreement:

Mike Felix
Nebraska Department of Environmental
Quality P.O. Box 98922 1200 "N" Street, Suite
400 Lincoln, NE 68509-8922 Phone: (402)
471-3388 Fax: (402) 471-2909 E-mail:
mike.felix@nebraska.gov

18. Unless otherwise directed, the contact for JPA for all matters concerning this Agreement shall be:

Miki Esposito
City of Lincoln PW&U
555 S. 10th St., Suite 208
Lincoln, Nebraska 68508
Phone: (402) 441-6173
Fax: (402) 441-7590
mesposito@lincoln.ne.gov

19. If the costs incurred by DEQ exceed the initial deposit, an additional amount agreed upon by the DEQ and JPA may be required prior to proceeding. The DEQ shall prepare a summary of all costs and submit an invoice to JPA Within thirty (30) days of receiving the invoice, JPA shall submit to the DEQ a check payable to the "Department of Environmental Quality, State of Nebraska" for the amount of the invoice. JPA will not be released from their obligations under this Agreement until all DEQ costs are paid. Any balance of funds remaining after the mutual termination of this Agreement shall be refunded to JPA by the DEQ.

20. JPA may terminate this Agreement provided JPA:
a) Notifies the DEQ in writing of its intention to terminate this Agreement;
b) Submits to the DEQ full payment of any outstanding costs incurred by the DEQ pursuant to this Agreement; and
c) Leaves the property in no worse condition, from a human health and environment perspective, than when JPA initiated this Agreement.

21. The DEQ will cease review of any submittals under this Agreement on the date it receives JPA's written notice of intent to terminate. The DEQ will then prepare a summary of all costs and provide it to JPA Once the DEQ determines that JPA has fully complied with all the requirements set forth in (a) through (c) above, the Agreement shall be deemed terminated. The DEQ reserves the right to unilaterally terminate this Agreement if JPA:

a. Violates any terms or conditions or fails to fulfill any obligations of the RAP, including submission of an acceptable RAP within a reasonable period of time;

b. Fails to address an imminent and significant harm to public health and welfare or the environment in a timely and effective manner;

c. Fails to initiate the RAP within six (6) months after approval by the DEQ;

d. Fails to complete the RAP within twenty-four (24) months after approval by the DEQ, excluding long-term operation, maintenance, and monitoring activity, unless the DEQ grants an extension of time; and

e. Violates any terms or conditions of this Agreement.

The DEQ shall notify JPA in writing of its intention to terminate this Agreement and include the reason for termination. The DEQ will also include a summary of all outstanding costs owed to the DEQ. The DEQ reserves the right to suspend this Agreement for any reason. The DEQ will not consider any of the unapproved work performed during any suspension to be eligible for consideration under RAPMA.

22. Within sixty (60) days after completion of the RAP, JPA shall schedule and conduct a pre-certification inspection to be attended by JPA and the DEQ. If the pre-certification inspection is satisfactory, JPA shall submit to the DEQ a Final Remedial Action Report within thirty (30) days, including certification by a registered professional engineer that the RAP has been completed in material satisfaction of the requirements of this Agreement. If the pre-certification inspection is unsatisfactory, the DEQ shall, acting reasonably, identify any additional remedial actions necessary to satisfy this Agreement. JPA shall perform any additional remedial actions identified by DEQ prior to the submission of the Final Remedial Action Report.

23. Provided that JPA: (1) completes the remedial action in accordance with the RAP; (2) is in compliance with all provisions of this Agreement; (3) is in compliance with all state and federal laws, rules and regulations; (4) agrees to impose and enforce any institutional controls the parties mutually deem appropriate and necessary at the Site; and (5) has remitted all outstanding costs to the DEQ, the DEQ may issue a letter to JPA stating that no further action need be taken at the Site related to any land pollution or water pollution for which remedial action has been taken in accordance with the RAP. Such letter shall provide that the DEQ may require JPA to conduct additional remedial action in the event that any monitoring conducted at or near the Site or other circumstance indicates that (a) contamination is reoccurring, (b) additional contamination is present which was not previously identified under RAPMA, or (c) additional contamination is present for which remedial action was not taken according to the RAP. As a condition of issuance of the no further action letter, the DEQ may require payment of ongoing direct and indirect costs of oversight of any ongoing long-term operation, maintenance, and monitoring at the Site.

24. This Agreement shall not be construed as an acceptance of liability by the State of Nebraska for activities conducted pursuant to RAPMA. JPA, who is proceeding under RAPMA shall indemnify and hold harmless the State of Nebraska for any further action required by the federal Environmental Protection Agency relating to land pollution or water pollution by JPA for the remedial action.

25. This Agreement shall be governed and interpreted under the laws of the State of Nebraska. The powers conferred by the RAPMA shall be independent of and in addition and supplemental to any other provisions of the laws of the State of Nebraska with reference to the matters covered hereby, and the act shall be considered as a complete and independent act and not as amendatory of or limited by any other provision of the laws of the State of Nebraska.

26. This Agreement shall be binding on each party, its successors and assignees subject to the right of termination in Paragraphs 20 and 21. No change in the ownership or corporate or business status of any party, or of the Site shall alter any signatory's responsibilities under this Agreement.

27. By entering into this Agreement, JPA certifies that, to the best of its knowledge and belief, it has fully and accurately disclosed to the DEQ all information known to JPA and to the best of its knowledge and belief, disclosed information in the possession or control of its officers, employees, contractors and agents which relates in any way to any existing land or water pollution or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site. This Agreement shall be null and void upon willful submission of false, inaccurate, or misleading information by JPA

28. This Agreement shall become effective upon execution by both parties and may only be modified or amended by an agreement in writing signed by both parties.

29. Signatures. The undersigned representatives of the parties certify that they are fully authorized to enter into the terms and conditions of this Agreement.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

Date: _____ By: _____

Title: _____

WEST HAYMARKET JOINT PUBLIC AGENCY

Date: _____ By: _____

Title: _____

WH 10-20 Introduce: 11-18-10

RESOLUTION NO. WH- _____

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

That the attached Memorandum of Agreement between the Nebraska Department of Environmental Quality and the West Haymarket Joint Public Agency (JPA), for the JPA to voluntarily conduct remedial action in accordance with the Remedial Action Plan Monitoring Act (RAPMA) in the West Haymarket Area, is hereby accepted and approved.

BE IT FURTHER RESOLVED that the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Memorandum of Agreement on behalf of the West Haymarket Joint Public Agency.

Introduced by:

_____

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

_____
Legal Counsel for
West Haymarket Joint Public Agency

_____
Jayne Snyder, Chair

_____
Tim Clare

_____
Chris Beutler

BEFORE THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF	**)**	**RAPMA**
	)	**Project Number**
THE WEST HAYMARKET JOINT PUBLIC AGENCY	**)**	**36-336-4930**

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (Agreement) is entered into voluntarily by the West Haymarket Joint Public Agency pursuant to the authority vested in the Department of Environmental Quality (DEQ) by the Remedial Action Plan Monitoring Act (RAPMA), Neb. Rev. Stat. § 81-15,181 et seq. (Reissue 2000), the Nebraska Environmental Protection Act (NEPA), Neb. Rev. Stat. § 81-1501 et seq. (Reissue 1999, Cum. Supp. 2002), and all rules and regulations promulgated thereunder.

FINDINGS

1 The DEQ is the agency of the State of Nebraska authorized pursuant to Neb. Rev. Stat. § 81-1504(1) to exercise exclusive general supervision, administration, and enforcement of NEPA, and all rules, regulations, and orders promulgated thereunder, including the issuance of orders requiring the adoption of remedial action to prevent, control, or abate land and water pollution, and to encourage voluntary cooperation by persons to achieve the purposes of NEPA. The DEQ is further authorized pursuant to Neb. Rev. Stat. §§ 81-15,183 through 81-15,185 to administer RAPMA.

2 The West Haymarket Joint Public Agency (JPA) is a political subdivision exercising governmental powers within the area known as the West Haymarket Redevelopment Area. With principal offices at 555 S. 10th Street, Suite 205, Lincoln, Nebraska, the JPA is the party executing this Agreement. The JPA is a "person" within the meaning of Neb. Rev. Stat. § 81-1502(10).

3 The property that is the subject of this Agreement is located in Lincoln, Lancaster County, Nebraska, and is more particularly described in Exhibit 1 and 2 of this Agreement. The Site encompasses approximately 72.93 acres.

4 The JPA has conducted an environmental investigation of the Site and has submitted information to the DEQ that evidences that “land pollution,” as defined by Neb. Rev. Stat. § 81-15,182(1), and “water pollution,” as defined by Neb. Rev. Stat. § 81-15,182(2), exists at the Site.

5 Pursuant to Neb. Rev. Stat. § 81-15,184, JPA has submitted to the DEQ an application for oversight of the remedial action it plans to conduct at the Site, as well as a nonrefundable application fee of $2,000. In addition, JPA has posted an initial deposit of $3,000 to be used by the DEQ to cover the DEQ’s direct and indirect costs related to technical review, oversight, guidance, and other activities associated with remedial action at the Site. The DEQ shall review and approve or deny the application and notify JPA in writing. If the application is denied, the notification will state the reason for the denial. If the DEQ determines that an application does not contain adequate information, the DEQ shall return the application to JPA. JPA will have sixty (60) days to resubmit the required information or the application will be deemed denied.

AGREEMENT

6. The intent of this Agreement is to allow JPA to voluntarily conduct remedial action in accordance with RAPMA and to seek a determination from the DEQ that no further remedial action is required at the Site pursuant to Paragraph 23 of this Agreement.

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8. JPA agrees to maintain insurance coverage, including self-insurance, sufficient to cover any potential risks to JPA's employees, agents, and contractors, performing the actions under this Agreement.

9. Nothing in this Agreement, including any document the DEQ issues as agreed to herein, shall be interpreted to constitute a release or waiver of liability for any of the conditions which existed at the Site before, during, or after execution of this Agreement nor limit the DEQ's authority to respond to such conditions. DEQ shall have the authority to respond to such conditions in addition to requiring further remedial action from JPA under the circumstances described in Paragraph 23 of this Agreement. JPA reserves the right to raise any and all defenses, to any action brought by DEQ for conditions that existed on the Site prior to acquisition by JPA

10. JPA neither admits nor denies that it caused land or water pollution at the Site in violation of Neb. Rev. Stat. § 81-1506(1)(a), but agrees that DEQ may file an action against JPA if it fails to comply with this Agreement. JPA waives any affirmative defenses regarding jurisdiction. However, nothing in this Agreement shall constitute a waiver of JPA's right to contest the authority of the DEQ to take any enforcement action against JPA, other than an action to enforce this Agreement.

11. Remedial Action Plan. Within ninety days of approval of the application, JPA shall provide to DEQ a complete Remedial Action Plan (RAP) for the proposed project that conforms to all federal and state environmental standards and substantive requirements and that is subject to review and approval of the DEQ. DEQ approval shall be void upon failure to comply with the approved RAP or willful submission of false, inaccurate, or misleading information by JPA DEQ shall not commence technical review, oversight, guidance, or other activities associated with the RAP until this Agreement is executed and JPA has submitted a complete RAP to the DEQ.

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New information about the presence of land pollution or water pollution at the Site may require additional action. Therefore, JPA shall submit any subsequent work plans on a schedule agreed to by JPA and the DEQ.

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Within six (6) months after the RAP is approved by the DEQ, JPA shall begin implementation of the RAP. The RAP shall be completed within twenty-four (24) months of approval by the DEQ, excluding long-term operation, maintenance, and monitoring activity, unless the DEQ grants an extension of time. An approved RAP is not enforceable unless the DEQ can demonstrate that the applicant has failed to fully implement the approved RAP. The DEQ may require further action if such action is authorized by other state statutes administered by the DEQ.

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16. In addition to any other obligation required by law, JPA shall notify the DEQ immediately upon knowledge of any condition posing an immediate threat to human health and welfare or the environment. In the event that any action or occurrence under this Agreement causes or threatens an emergency situation or presents an imminent threat to human health or welfare or the environment, JPA shall promptly take all appropriate action to prevent, abate, or minimize such emergency or imminent threat in accordance with applicable law. Nothing in this paragraph shall be deemed to limit the authority of the DEQ or State of Nebraska to take, direct, or order all

appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release from the Site.

17. Unless otherwise directed by the DEQ, JPA shall submit two copies of all documents required by this Agreement to the person identified below, who shall be DEQ's contact for the Site and for all matters concerning this Agreement:

Mike Felix
Nebraska Department of Environmental
Quality P.O. Box 98922 1200 "N" Street, Suite
400 Lincoln, NE 68509-8922 Phone: (402)
471-3388 Fax: (402) 471-2909 E-mail:
mike.felix@nebraska.gov

18. Unless otherwise directed, the contact for JPA for all matters concerning this Agreement shall be:

Miki Esposito
City of Lincoln PW&U
555 S. 10th St., Suite 208
Lincoln, Nebraska 68508
Phone: (402) 441-6173
Fax: (402) 441-7590
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20. JPA may terminate this Agreement provided JPA:
a) Notifies the DEQ in writing of its intention to terminate this Agreement;
b) Submits to the DEQ full payment of any outstanding costs incurred by the DEQ pursuant to this Agreement; and
c) Leaves the property in no worse condition, from a human health and environment perspective, than when JPA initiated this Agreement.

21. The DEQ will cease review of any submittals under this Agreement on the date it receives JPA's written notice of intent to terminate. The DEQ will then prepare a summary of all costs and provide it to JPA Once the DEQ determines that JPA has fully complied with all the requirements set forth in (a) through (c) above, the Agreement shall be deemed terminated. The DEQ reserves the right to unilaterally terminate this Agreement if JPA:

a. Violates any terms or conditions or fails to fulfill any obligations of the RAP, including submission of an acceptable RAP within a reasonable period of time;

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27. By entering into this Agreement, JPA certifies that, to the best of its knowledge and belief, it has fully and accurately disclosed to the DEQ all information known to JPA and to the best of its knowledge and belief, disclosed information in the possession or control of its officers, employees, contractors and agents which relates in any way to any existing land or water pollution or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site. This Agreement shall be null and void upon willful submission of false, inaccurate, or misleading information by JPA

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29. Signatures. The undersigned representatives of the parties certify that they are fully authorized to enter into the terms and conditions of this Agreement.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

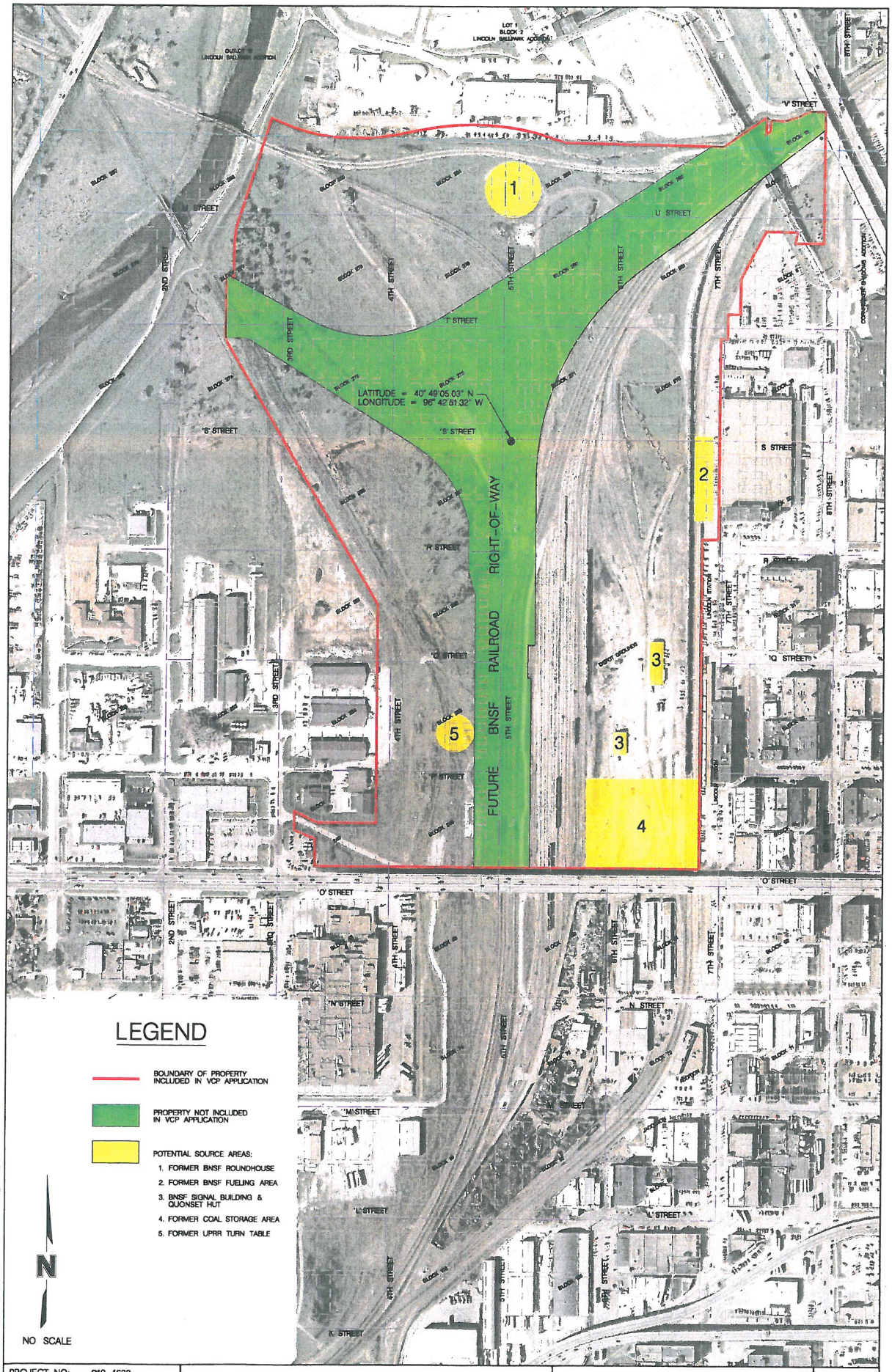
Date: _____ By: _____

Title: _____

WEST HAYMARKET JOINT PUBLIC AGENCY

Date: _____ By: _____

Title: _____



LEGEND

- BOUNDARY OF PROPERTY INCLUDED IN VCP APPLICATION
- PROPERTY NOT INCLUDED IN VCP APPLICATION
- POTENTIAL SOURCE AREAS:
  1. FORMER BNSF ROUNDHOUSE
  2. FORMER BNSF FUELING AREA
  3. BNSF SIGNAL BUILDING & QUONSET HUT
  4. FORMER COAL STORAGE AREA
  5. FORMER UPRR TURN TABLE

PROJECT NO: 010-1633	WEST HAYMARKET REDEVELOPMENT AREA (NORTH OF 'O' STREET)	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY:		1111 Lincoln Mall, Suite 111 P.O. Box 84608 Lincoln, NE 68501-4608 TEL 402.474.6311 FAX 402.474.5160	1
DATE: 11/5/2010			

DATE: 11/5/2010
DGN: F:\PROJECTS\010-1633_GOH\Exhibits\Overall Haymarket Property Exhibit_partial.dgn

WEST HAYMARKET BOUNDARY NORTH OF "O" STREET RIGHT-OF-WAY

A LEGAL DESCRIPTION FOR A PARCEL OF LAND COMPOSED OF PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, PART OF BLOCK 13, NORTH LINCOLN, BLOCK 7, PART OF BLOCK 8, BLOCK 248, PART OF BLOCK 249, BLOCK 255, BLOCK 260, PART OF BLOCK 266, BLOCK 267, BLOCK 270, BLOCK 271, BLOCK 272, BLOCK 273, PART OF BLOCK 274, PART OF BLOCK 277, BLOCK 278, BLOCK 279, BLOCK 280, BLOCK 281, BLOCK 282, BLOCK 283, BLOCK 284, BLOCK 285, PART OF BLOCK 286, THE DEPOT GROUNDS BOUNDED ON THE NORTH BY "S" STREET, ON THE EAST BY 7TH STREET, BOUNDED ON THE SOUTH BY "O" STREET AND BOUNDED ON THE WEST BY 5TH STREET; TOGETHER WITH THOSE PORTIONS OF 2ND STREET, 3RD STREET, 4TH STREET, 5TH STREET, 6TH STREET, 7TH STREET, 'P" STREET, "Q" STREET, "R" STREET, "S" STREET, "T" STREET, "U" STREET AND THE UNNAMED RIGHT-OF-WAY LYING NORTH OF THE NORTH LINES OF SAID BLOCKS 282 THROUGH 287 AND THE NORTH LINE OF THE SOUTHWEST QUARTER, ALL LOCATED IN ORIGINAL TOWN OF LINCOLN AND THAT PORTION OF THE UNNAMED RIGHT-OF-WAY LYING BETWEEN THE NORTH LINE OF BLOCK 7, ORIGINAL TOWN AND THE SOUTH LINE OF BLOCK 13, NORTH LINCOLN ALL IN SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST, OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA , AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 47 MINUTES 04 SECONDS EAST, A DISTANCE OF 830.99 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 20 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 61.04 FEET TO A POINT ON THE SOUTH LINE OF OUTLOT 'B', LINCOLN BALLPARK ADDITION; THENCE SOUTH 67 DEGREES 01 MINUTES 43 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION', A DISTANCE OF 26.09 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 712.50 FEET, A DELTA ANGLE OF 16 DEGREES 31 MINUTES 54 SECONDS, AN ARC LENGTH OF 205.58 FEET, ALONG THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION, A CHORD BEARING OF SOUTH 75 DEGREES 17 MINUTES 40 SECONDS EAST AND A CHORD LENGTH OF 204.87 FEET TO A POINT ON THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 47 MINUTES 04 SECONDS EAST, ALONG SAID SOUTH LINE, SAID LINE BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 129.75 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, SAID POINT BEING ON THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A RADIUS OF 712.50 FEET, A DELTA ANGLE OF 06 DEGREES 28 MINUTES 13 SECONDS, AN ARC LENGTH OF 80.46 FEET, ALONG THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION, A CHORD BEARING OF NORTH 82 DEGREES 45 MINUTES 22 SECONDS EAST AND A CHORD LENGTH OF 80.42 FEET TO A POINT ON THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION; THENCE NORTH 79 DEGREES 31 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION, A DISTANCE OF 131.21 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, SAID POINT BEING ON THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 903.69 FEET, A DELTA ANGLE OF 32 DEGREES 22 MINUTES 07 SECONDS, AN ARC LENGTH OF 510.53 FEET, ALONG THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION, A CHORD BEARING OF SOUTH 84 DEGREES 24 MINUTES 36 SECONDS EAST AND A CHORD LENGTH OF 503.77 FEET TO A POINT ON THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 47 MINUTES 04 SECONDS EAST, ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 584.83 FEET TO A SOUTH CORNER OF SAID LINCOLN BALLPARK ADDITION; THENCE NORTH 55 DEGREES 19 MINUTES 23 SECONDS

EAST, ALONG THE SOUTH LINE OF SAID LINCOLN BALLPARK ADDITION, A DISTANCE OF 189.07 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 13 MINUTES 32 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 60.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BNSFRR; THENCE NORTH 55 DEGREES 19 MINUTES 23 SECONDS EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE BNSFRR, A DISTANCE OF 19.51 FEET TO THE WEST LINE OF BLOCK 13, NORTH LINCOLN; THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS EAST, ALONG THE WEST LINE OF SAID BLOCK 13, A DISTANCE OF 40.00 FEET TO A POINT THAT IS 33.0 FEET SOUTHERLY FROM THE NORTH LINE OF SAID BLOCK 13, AS REFERRED TO IN BOOK 97, PAGE 212, RECORDS OF LANCASTER COUNTY; THENCE SOUTH 85 DEGREES 04 MINUTES 46 SECONDS EAST, ALONG THE SOUTH LINE OF A PARCEL OF LAND AS REFERRED TO IN SAID BOOK 97, PAGE 212, A DISTANCE OF 49.68 FEET TO A POINT ON THE WEST LINE OF LOT 3 OF SAID BLOCK 13 THAT IS 37 FEET SOUTHERLY FROM THE NORTH LINE OF SAID BLOCK 13 AS REFERRED TO IN SAID BOOK 97, PAGE 212; THENCE NORTH 71 DEGREES 20 MINUTES 48 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 52.33 FEET TO A POINT ON THE WEST LINE OF LOT 2 OF SAID BLOCK 13 THAT IS 20 FEET SOUTHERLY FROM THE NORTH LINE OF SAID BLOCK 13 AS REFERRED TO IN SAID BOOK 97, PAGE 212; THENCE NORTH 63 DEGREES 07 MINUTES 09 SECONDS EAST, A DISTANCE OF 43.78 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 13 THAT IS 138.0 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 13, AS REFERRED TO IN SAID BOOK 97, PAGE 212; THENCE SOUTH 89 DEGREES 41 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK 13, A DISTANCE OF 60.11 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 13, SAID POINT BEING ON THE WEST LINE OF NORTH 8TH STREET; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTH 8TH STREET, A DISTANCE OF 477.03 FEET TO THE NORTH LINE OF A PARCEL OF LAND AS REFERRED TO IN INST. NO. 2000-15761, RECORDS OF LANCASTER COUNTY, SAID POINT BEING ON THE EAST LINE OF BLOCK 8, ORIGINAL TOWN OF LINCOLN; THENCE NORTH 89 DEGREES 49 MINUTES 33 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 103.52 FEET TO AN EASTERLY LINE OF SAID PARCEL OF LAND; THENCE NORTH 09 DEGREES 37 MINUTES 30 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 41.86 FEET TO THE NORTH LINE OF SAID BLOCK 8; THENCE NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, ALONG THE NORTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 113.45 FEET TO A POINT; THENCE SOUTH 28 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG A WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 192.88 FEET TO THE WEST LINE OF SAID BLOCK 8; THENCE SOUTH 00 DEGREES 15 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID BLOCK 8, A DISTANCE OF 129.47 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 8; THENCE NORTH 89 DEGREES 46 MINUTES 22 SECONDS WEST, ALONG THE EXTENSION OF THE SOUTH LINE OF SAID BLOCK 8, A DISTANCE OF 46.01 FEET TO THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN SAID INST. NO. 2000-15761; THENCE SOUTH 00 DEGREES 13 MINUTES 38 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 90.00 FEET TO THE SOUTH LINE OF SAID PARCEL OF LAND; THENCE NORTH 89 DEGREES 46 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF A PARCEL OF LAND AS REFERRED TO IN BOOK 699, PAGE 53, RECORDS OF LANCASTER COUNTY, A DISTANCE OF 26.77 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE SOUTH 00 DEGREES 15 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 730.14 FEET TO THE NORTH LINE OF LOT 4, LINCOLN STATION, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF 'R' STREET EXTENDED; THENCE NORTH 89 DEGREES 45 MINUTES 39 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.97 FEET TO A NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 00 DEGREES 16 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID LINCOLN STATION, A DISTANCE OF 1200.76 FEET TO THE SOUTHWEST CORNER OF LOT 1, LINCOLN STATION; THENCE NORTH 89 DEGREES 43 MINUTES 39 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF "O" STREET, A DISTANCE OF 1412.71 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID BLOCK 249; THENCE NORTH 00 DEGREES 13 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE

OF SAID LOT 10, A DISTANCE OF 100.00 FEET TO A SOUTHWEST CORNER OF A PARCEL OF LAND AS REFERRED TO IN INST. NO. 82-20316; THENCE NORTH 68 DEGREES 03 MINUTES 58 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 80.82 FEET TO THE WEST LINE OF SAID BLOCK 249; THENCE NORTH 00 DEGREES 14 MINUTES 22 SECONDS EAST, ALONG SAID WEST LINE, AND ITS EXTENSION, SID LINE BEING THE EAST RIGHT-OF-WAY LINE OF NORTH 3RD STREET, A DISTANCE OF 69.99 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND AS REFERRED TO IN SAID INST. NO. 82-20316; THENCE SOUTH 62 DEGREES 55 MINUTES 00 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID PARCEL OF LAND, A DISTANCE OF 93.06 FEET TO THE SOUTH LINE OF LOT 5 OF SAID BLOCK 249; THENCE SOUTH 89 DEGREES 44 MINUTES 14 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 5 AND ALONG THE SOUTH LINE OF LOT 4, LOT 3, LOT 2 AND LOT 1 OF SAID BLOCK 249, A DISTANCE OF 217.29 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 10 MINUTES 46 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 249, THE EAST LINE OF BLOCK 254, ORIGINAL TOWN, THE EAST LINE OF BLOCK 261, ORIGINAL TOWN AND THEIR EXTENSIONS, SAID LINE BEING THE WEST RIGHT-OF-WAY LINE OF NORTH 4TH STREET, A DISTANCE OF 796.67 FEET TO A POINT ON THE SOUTHWESTERLY 50 FOOT RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD (UPRR); THENCE NORTH 30 DEGREES 26 MINUTES 08 SECONDS WEST, ALONG SAID SOUTHWESTERLY 50 FOOT RIGHT-OF-WAY LINE, A DISTANCE OF 1,122.31 FEET TO A POINT ON THE NORTH LINE OF THE BLOCK 274, ORIGINAL TOWN; THENCE SOUTH 89 DEGREES 46 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK 274, A DISTANCE OF 3.72 FEET TO A POINT; THENCE NORTH 0 DEGREES 14 MINUTES 52 SECONDS EAST, A DISTANCE OF 231.15 FEET TO A POINT ON THE SOUTH LINE OF THE EAST/WEST ALLEY IN BLOCK 277, ORIGINAL TOWN; THENCE SOUTH 89 DEGREES 46 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 26.96 FEET TO A POINT; THENCE NORTH 1 DEGREES 10 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.29 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A RADIUS OF 340.00 FEET, A DELTA ANGLE OF 19 DEGREES 45 MINUTES 12 SECONDS, AN ARC DISTANCE OF 117.22 FEET, A CHORD BEARING OF NORTH 11 DEGREES 03 MINUTES 28 SECONDS EAST AND A CHORD LENGTH OF 116.64 FEET TO A POINT; THENCE NORTH 20 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 295.60 FEET TO THE POINT OF BEGINNING. CONTAINING 4,131,090 SQUARE FEET OR 94.84 ACRES, MORE OR LESS.

EXCLUDING THE FOLLOWING DESCRIBED PARCEL:

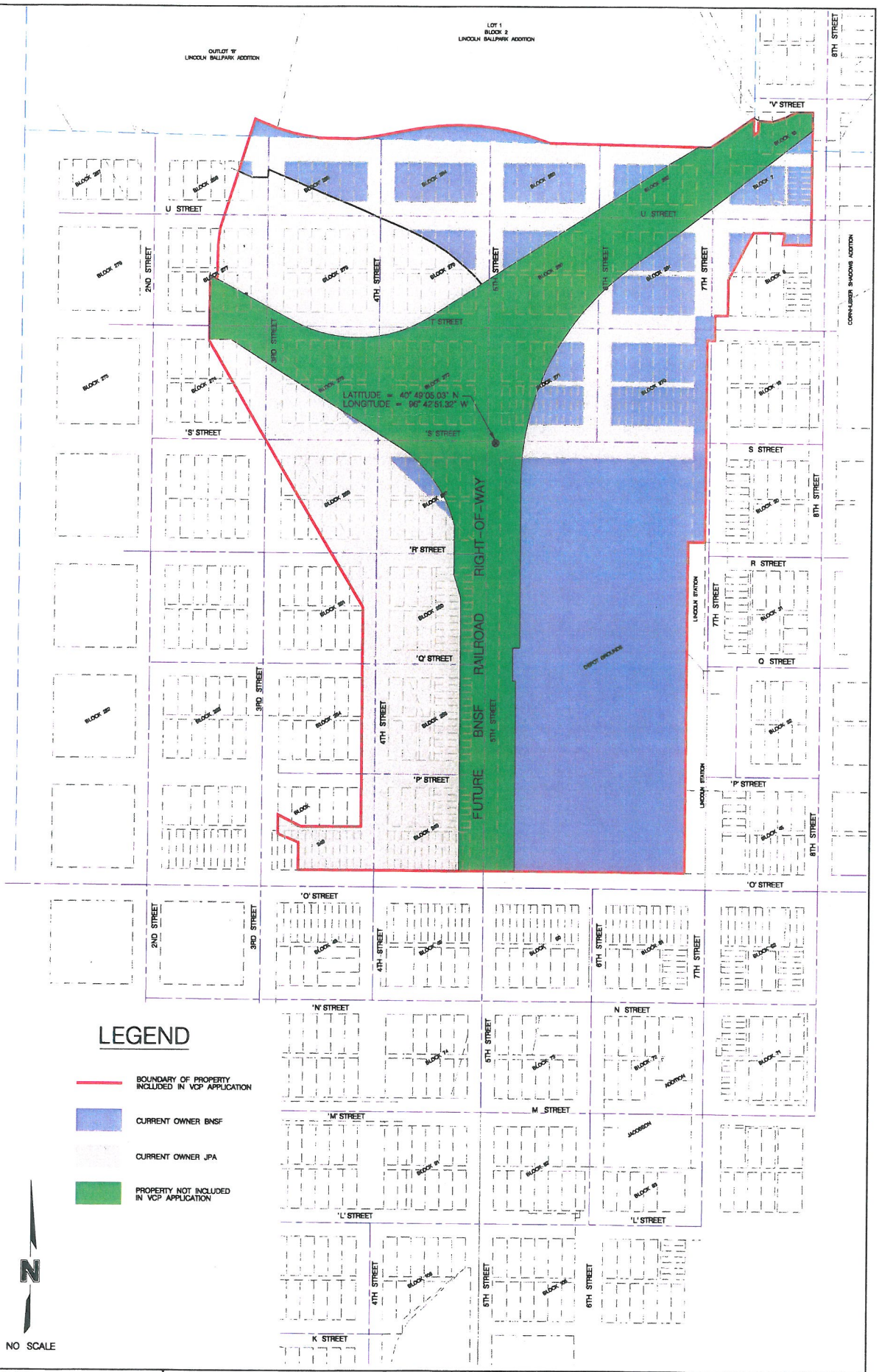
A TRACT OF LAND COMPOSED OF ALL OF LOT 21, AND A PART OF LOTS 1 THRU 6 & 20, AND A PART OF THE EAST/WEST ALLEY ADJACENT, BLOCK 248, ORIGINAL TOWN, A PART OF LOTS 1 THRU 12, BLOCK 255, ORIGINAL TOWN, A PART OF THE DEPOT LOT, ORIGINAL TOWN, A PART OF LOTS 1 THRU 12, BLOCK 260, ORIGINAL TOWN, ALL OF LOTS 1, 2 & 12, AND A PART OF LOTS 3, 4, 5, 10 & 11, AND A PART OF THE EAST/WEST ALLEY ADJACENT, BLOCK 267, ORIGINAL TOWN, ALL OF LOTS 1 THRU 5, AND A PART OF LOTS 6, 8 THRU 12, AND A PART OF THE EAST/WEST ALLEY ADJACENT, BLOCK 273, ORIGINAL TOWN, A PART OF LOTS 1 & 2, BLOCK 274, ORIGINAL TOWN, A PART OF LOTS 10, 11 & 12, BLOCK 277, ORIGINAL TOWN, ALL OF LOTS 1 THRU 12, AND THE EAST/WEST ALLEY ADJACENT, BLOCK 272, ORIGINAL TOWN, ALL OF LOTS 5 THRU 9, AND A PART OF LOTS 2, 3, 4, 10, 11 & 12, AND A PART OF THE EAST/WEST ALLEY ADJACENT, BLOCK 271, ORIGINAL TOWN, A PART OF LOTS 10, 11 & 12, BLOCK 279, ORIGINAL TOWN, ALL OF LOTS 1, 7 THRU 11, AND A PART OF LOTS 2 THRU 6 & 12, AND A PART OF THE EAST/WEST ALLEY ADJACENT, BLOCK 280, ORIGINAL TOWN, ALL OF LOT 6, AND A PART OF LOTS 2 THRU 5 & 7, AND A PART OF THE EAST/WEST ALLEY ADJACENT, BLOCK 281, ORIGINAL TOWN,

ALL OF LOT 1, AND A PART OF LOTS 2 THRU 6, BLOCK 282, ORIGINAL TOWN, A PART OF LOTS 4, 5, & 6, BLOCK 7, ORIGINAL TOWN, A PART OF LOTS 1 THRU 4, AND A PART OF THE NORTH/SOUTH ALLEY ADJACENT, BLOCK 13, NORTH LINCOLN ADDITION A PART OF THE REMAINING PART OF LOT 49 I.T., AND A PART OF 3RD STREET RIGHT-OF-WAY, AND A PART OF 4TH STREET RIGHT-OF-WAY, AND A PART OF 5TH STREET RIGHT-OF-WAY, AND A PART OF 6TH STREET RIGHT-OF-WAY, AND A PART OF 7TH STREET RIGHT-OF-WAY, AND A PART OF "P" STREET RIGHT-OF-WAY, AND A PART OF "Q" STREET RIGHT-OF-WAY, AND A PART OF "R" STREET RIGHT-OF-WAY, AND A PART OF "S" STREET RIGHT-OF-WAY, AND A PART OF "T" STREET RIGHT-OF-WAY, AND A PART OF "U" STREET RIGHT-OF-WAY, AND A PART OF THE VACATED 7TH STREET RIGHT-OF-WAY, (ORD. # 17702), AND A PART OF THE UNKNOWN VACATED RIGHT-OF-WAY, (ORD. # 15591), NORTH OF BLOCK 7, ORIGINAL TOWN, A PART OF THE UNKNOWN RIGHT-OF-WAY NORTH OF BLOCKS 7 AND 282, ORIGINAL TOWN, ALL LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 23, AND THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PM LANCASTER COUNTY, CITY OF LINCOLN, NEBRASKA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF LOT 21, BLOCK 248, ORIGINAL TOWN, SAID POINT BEING 50.00 FEET WEST OF THE CENTERLINE OF 5TH STREET AND 60.00 FEET NORTH OF THE CENTERLINE OF "O" STREET, THENCE ON AN ASSUMED BEARING OF NORTH 89 DEGREES 43 MINUTES 39 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 248, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF "O" STREET, A DISTANCE OF 39.80 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 00 DEGREES 04 MINUTES 24 SECONDS EAST, A DISTANCE OF 991.44 FEET TO A POINT; THENCE NORTH 16 DEGREES 31 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.55 FEET TO A POINT; THENCE NORTH 00 DEGREES 04 MINUTES 24 SECONDS EAST, A DISTANCE OF 177.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY A DISTANCE OF 366.49 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 44 DEGREES 12 MINUTES 26 SECONDS, WITH A CHORD BEARING OF NORTH 35 DEGREES 54 MINUTES 10 SECONDS WEST, AND A CHORD DISTANCE OF 357.47 FEET TO A POINT; THENCE NORTH 58 DEGREES 00 MINUTES 23 SECONDS WEST, A DISTANCE OF 719.53 FEET TO A POINT ON THE NORTH LINE OF BLOCK 274, ORIGINAL TOWN; THENCE NORTH 89 DEGREES 46 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID BLOCK 274, A DISTANCE OF 79.31 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF LOT 10, BLOCK 277 AND ITS EXTENSION, A DISTANCE OF 231.15 FEET TO A POINT; THENCE SOUTH 61 DEGREES 49 MINUTES 29 SECONDS EAST, A DISTANCE OF 346.74 FEET TO A POINT OF CURVATURE; THENCE EASTERLY A DISTANCE OF 526.78 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 60 DEGREES 21 MINUTES 53 SECONDS, WITH A CHORD BEARING OF NORTH 87 DEGREES 59 MINUTES 34 SECONDS EAST, AND A CHORD DISTANCE OF 502.75 FEET TO A POINT; THENCE NORTH 57 DEGREES 48 MINUTES 38 SECONDS EAST, A DISTANCE OF 1151.06 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 47 MINUTES 04 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 43.42 FEET TO A SOUTHEAST CORNER OF LOT 1, BLOCK 2, LINCOLN BALLPARK ADDITION; THENCE NORTH 55 DEGREES 19 MINUTES 23 SECONDS EAST, ALONG THE

SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 189.07 FEET TO A SOUTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 6TH STREET; THENCE SOUTH 58 DEGREES 16 MINUTES 19 SECONDS EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF 6TH STREET, A DISTANCE OF 18.77 FEET TO A POINT ON THE WEST LINE OF LOT 4, BLOCK 13, NORTH LINCOLN ADDITION; THENCE SOUTH 85 DEGREES 04 MINUTES 46 SECONDS EAST, A DISTANCE OF 49.68 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4; THENCE NORTH 71 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 52.33 FEET TO A POINT ON THE WEST LINE OF LOT 2, BLOCK 13, NORTH LINCOLN ADDITION; THENCE NORTH 63 DEGREES 07 MINUTES 09 SECONDS EAST, A DISTANCE OF 43.78 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 41 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF LOTS 2 AND 1, BLOCK 13, NORTH LINCOLN ADDITION, A DISTANCE OF 60.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 66.88 FEET TO A POINT; THENCE SOUTH 52 DEGREES 09 MINUTES 02 SECONDS WEST, A DISTANCE OF 656.78 FEET TO A POINT; THENCE SOUTH 55 DEGREES 14 MINUTES 46 SECONDS WEST, A DISTANCE OF 150.41 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY A DISTANCE OF 921.54 FEET ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 957.00 FEET, A CENTRAL ANGLE OF 55 DEGREES 10 MINUTES 22 SECONDS, WITH A CHORD BEARING OF SOUTH 27 DEGREES 39 MINUTES 35 SECONDS WEST, AND A CHORD DISTANCE OF 886.35 FEET TO A POINT; THENCE SOUTH 00 DEGREES 04 MINUTES 24 SECONDS WEST, A DISTANCE OF 600.91 FEET TO A POINT; THENCE NORTH 89 DEGREES 55 MINUTES 36 SECONDS WEST, A DISTANCE OF 25.50 FEET TO A POINT; THENCE SOUTH 00 DEGREES 04 MINUTES 24 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 55 MINUTES 36 SECONDS EAST, A DISTANCE OF 10.50 FEET TO A POINT; THENCE SOUTH 00 DEGREES 04 MINUTES 24 SECONDS WEST, A DISTANCE OF 690.28 FEET TO A POINT ON THE SOUTH LINE OF THE DEPOT LOT, ORIGINAL TOWN, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF "O" STREET; THENCE NORTH 89 DEGREES 43 MINUTES 39 SECONDS WEST, ALONG THE SOUTH LINE OF SAID DEPOT LOT AND ALONG THE SOUTH LINE OF LOTS 21 AND 20, BLOCK 248, ORIGINAL TOWN, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF "O" STREET, A DISTANCE OF 203.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,065,851.09 SQUARE FEET (24.47 ACRES) MORE OR LESS.

SAID TRACT CONTAINING AN OVERALL AREA OF 4,242,573 SQUARE FEET OR (97.40 ACRES), LESS AN AREA OF 1,065,851 SQUARE FEET (24.47 ACRES), FROM THE EXCLUDED PARCEL, FOR A TOTAL AREA OF 3,176,722 SQUARE FEET (72.93 ACRES) MORE OR LESS.



PROJECT NO: 010-1633	WEST HAYMARKET REDEVELOPMENT AREA (NORTH OF 'O' STREET)	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY:		1111 Lincoln Mall, Suite 111 P.O. Box 84608 Lincoln, NE 68501-4608 TEL 402.474.6311 FAX 402.474.5160	2
DATE: 11/5/2010			

DATE: 11/5/2010
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City of Lincoln, Nebraska
CONTRACT FOR CONSTRUCTION DESIGN SERVICES

THIS CONTRACT, executed in triplicate, is between the **City of Lincoln, Nebraska** (City) and

Olsson Associates dba Lincoln Haymarket Infrastructure Team

(Engineer),

a corporation of the state of Nebraska,

with a place of business at:

Phone: 402-474-6311 Fax: 402-474-5160

Fed EIN # 47-0781766.

WITNESSETH: That in consideration of the mutual covenants herein contained, the City hereby agrees to employ the Engineer to perform engineering and related professional services hereinafter outlined in connection with

Haymarket Infrastructure Design Project

(Project).

SECTION I — SCOPE OF SERVICES

The Engineer agrees to timely and professionally complete, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this agreement for the following services:

A. Basic Services [May delete/uncheck services that do not apply]

a. Schematic Phase

- [x] i. Prepare and deliver preliminary design study and report;
- [x] ii. Prepare and deliver field surveys, (where required); and
- [ ] iii. Prepare and deliver Environmental Site Assessment (Phase 1 or Phase 1 & 2 ASTM standard (E-1527)) or other due diligence reports (where required)

b. Design Phase

- [x] i. Prepare and deliver Construction Drawings and Specifications;
- [x] ii. Prepare and deliver Bid Specifications;
- [x] iii. Attend pre-bid conference;
- [x] iv. Assist review and determine bid compliance including recommendation for lowest responsible bidder;
- [x] v. Evaluate substitute "or equal" bids and modifications or addenda to bidding documents;

- ☐ vi. Prepare, deliver and award contracts for construction and related Contract Documents; and
- ☐ vii. Review applicable fire safety and code compliance (ADA compliance included).

c. Construction Phase

- ☑ i. Prepare and deliver appropriate applications and supporting documentation for permits, variances and approvals – including grading, utilities, planning/subdivision and floodplain. requirements;
- ☐ ii. Meet with building officials for inspections or plan review to obtain permits;
- ☑ iii. Document by memoranda or minutes including summaries of telephone calls where appropriate supplementing site visit and inspection reports to maintain a comprehensive record of the Project;
- ☐ iv. Administer contract for construction;
- ☐ v. Conduct site visits;
- ☐ vi. Review and certify amounts due to contractor;
- ☐ vii. Reject work not in conformance with Contract Documents;
- ☐ viii. Review and approve contractor submittal including shop drawings and, product data and samples for conformance with the Contract Documents; and
- ☐ ix. Prepare change orders with supporting documentation and data.

d. Substantial Completion and Wrap-up

- ☐ i. Conduct inspections to determine Substantial Completion;
- ☐ ii. Forward and coordinate with City applicable warranties as supplied by the contractor;
- ☐ iii. Prepare final Certificate of Payment upon compliance with the requirements of the Contract Documents;
- ☐ iv. Prepare a punch list and 10 month (assumes 1 year warranty period) warranty inspection review and report; and
- ☐ v. Prepare as built or record plans showing any significant changes in the work made during construction.

B. Supplemental services. [list with correlated not to exceed amount] and additional services as preauthorized by written approval of the City.

C. Services Description. A description of the services to be performed is listed in Appendix A [Proposal] and the Project Schedule is listed in Appendix B. In the event of a conflict between the terms of Appendix A and this agreement, this agreement shall control.

SECTION II — COMPENSATION

For the services covered by this Contract, the City agrees to pay the Engineer as follows:

A. For Basic Services: Cost plus reimbursement of actual expenses with an agreed maximum amount. Engineer agrees to request payment according to the substantial completion of the following milestones in compliance with the Project schedule listed in Appendix B:

- Schematic Phase 20%;
- Design Phase 40% (60% cumulative);
- Construction Phase 30% (90% cumulative); and
- Substantial Completion – Wrap-up 10% (100% cumulative)

B. For supplemental services: Cost plus reimbursement of actual expenses plus _____ percent of cost for fixed fee, with an agreed maximum amount to be billed. A maximum amount for each item of supplemental services will

be established and approved by the City before the work is started. Supplemental services are not included in any of the prices or billing limits named above.

C. The Engineer is responsible for determining if its actual costs will exceed the maximum amount stated above. If at any time during this Project, the Engineer determines that its costs will exceed, or have exceeded the maximum amount stated above, the Engineer must immediately notify the City in writing and describe which costs are causing the overrun and the reason. The Engineer must also estimate the additional costs needed to complete the work. The City will then determine if the maximum amount is to be increased, and an amendment will be prepared if needed.

D. The City is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date stated in Appendix B of this agreement.

E. The fixed-fee is computed upon actual costs including direct labor costs, direct non-labor costs, and overhead costs as follows:

a. **Direct Labor Costs** are the earnings that individuals receive for the time they are working directly on the Project.

i. Hourly rates: For hourly employees, the hourly earnings rate is based on the compensation received during the pay period that the work is performed, and dividing that compensation by the hours paid. For salaried employees, the hourly earnings rate is determined by dividing the employee's fixed annual compensation by the number of hours normally expected to be worked that year. In those pay periods which the employee works more hours than normally expected and does not receive additional compensation at least equal to the normally expected hourly rate, the rate for that pay period will be determined by dividing the actual compensation by the actual hours reported.

ii. Time records: The hours charged to the Project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

b. **Direct Non-Labor Costs** charges in this category include per diem expenses for personnel away from their base of permanent assignment, communication costs, reproduction and printing costs, computer charges, special equipment and materials required for the Project, special insurance premiums if required solely for this agreement, and such other similar items. Payment for these items must be made on receipted invoices whenever possible, or on certified billings of the Engineer. For purposes of standardization on this agreement, automobile mileage will be reimbursed at the IRS approved rate for mileage expenses for federal income purposes and computer charges will only be allowed with prior written approval not to exceed actual reasonable cost. All lodging, airfare and other applicable discounts for expenses shall be passed on to the city in calculating reasonable costs. Meals are not eligible for reimbursement if the employee eats within 20 miles of their base.

c. **Overhead Costs** include indirect salary costs, indirect non-salary costs, and direct salary additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the Project as a percentage of direct labor costs. The Engineer will be allowed to charge the Project using its actual allowable overhead rate. Overhead rate increases which occur during the Project period will not be cause for an increase in the maximum amount established in paragraph A of this section.

F. Invoices. The Engineer should submit invoices to the City at monthly intervals. The invoices must present actual direct labor, actual overhead, and actual direct non-labor costs, as well as a prorated amount of the fixed-fee based upon the actual direct labor

and overhead costs billed for that period relative to the Engineer's estimated total direct labor and indirect overhead costs and the milestones provided in section A above, until 100 percent of the fixed-fee has been billed. The invoices must identify the hours worked and each individual's actual labor cost. Direct non-labor expenses must be itemized and provide a complete description of each item billed.

G. Progress Reports. Monthly invoices must be substantiated by progress reports which indicate the percent of work completed. If the Engineer does not submit a monthly invoice, it shall submit its progress report by the fifth day of each month.

H. Payment. The City will make every effort to pay the Engineer within 30 days of receipt of the Engineer's invoices. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the work and whether the City determines that the work is satisfactory. Upon determination that the work was adequately substantiated and satisfactory, payment will be made in the amount of 100 percent of the billed actual costs and fixed-fee. After the Engineer has completed all work required under this agreement, a final bill must be sent to the City. Upon acceptance by the City, a final audit of all invoiced amounts may be completed by the City or its authorized representative.

I. Final Payment. The acceptance by the Engineer of the final payment will constitute and operate as a release to the City for all claims and liability to the Engineer, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof. The Engineer agrees to reimburse the City for any overpayments discovered by the City or its authorized representative.

J. Audit Standards. The Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final payment under this agreement. Such materials must be available for inspection by the City, State, FHWA, or any authorized representative of the federal government, and when requested the Engineer shall furnish copies.

SECTION III — CITY'S RESPONSIBILITIES

The City will furnish, as required for the work and not at the expense of the Engineer, the following items:

A. Property, boundary, easement, right—of—way, and utility surveys, and property descriptions when such information is required.

B. All exploratory work, such as core borings, penetration tests, soundings, and subsurface explorations; and laboratory tests and analyses.

C. All maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which may be useful in the work involved under this contract, including existing surveys, maps, and boring information for the site. Such information is supplied "where is – as is" for the Engineer's review. Engineer must identify and specifically request available information by itemized request with sufficient detail to identify existing documents. The City does not warrant or represent that such information is accurate or complete with regard to the Project. Engineer understands and agrees that Engineer is not entitled to rely upon the available information provided by the City as such information may contain errors, omissions, misrepresentations, uncharacteristic representations or other inconsistencies including inconsistencies or changed conditions that may not be readily discernable but should be reasonably discovered by the Engineer's exercise of due care.

D. Access to public and private property, as necessary, when required in conduct of field investigations.

E. Office desk space for the Engineer's personnel during preliminary investigations.

F. Shop, mill, or laboratory inspection of materials, or laboratory testing service. The Engineer will review the reports furnished by such laboratories.
G. Charges for review of drawings and specifications by governmental agencies, if any.
H. Royalties and fees for patented processes used in the work, except those required to be paid by construction contractors as part of the construction contract.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

A. Termination. The City has the right to terminate this contract for any cause, including convenience in which event the Engineer shall be paid on the basis of percentage of completion of the work to be performed hereunder. The ownership of the work completed at the time of such termination shall be retained by the City. In addition, the City may terminate this agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City.

B. Change in Scope. A change in scope of work shall be accompanied by a corresponding adjustment in the compensation to be paid hereunder, which adjustment shall be as may be mutually agreed upon between the parties hereto prior to the implementation of such change in scope.

C. Project Representatives. Roger Figard will act as the City's authorized representative for this Project and John S. Olsson will act as the Engineer's authorized representative. The Engineer's authorized representative shall have direct and responsible charge for timely completing the Engineer's responsibilities. All changes and other matters requiring decisions on the part of the City will be administered and directed by the City Project Representative.

D. Cost Estimates. Engineer's Construction Estimates are done to industry standards and comply with minimum specifications for city construction using unit prices where possible.

E. City's Concerns. Design documents shall itemize and list the Engineer's responses to City concerns or comments on schematic review.

F. Signatures and Approvals. Engineer's design documents shall be complete for bidding purposes and include all required seals, signatures and approvals.

G. Changes. Engineer may only authorize changes in the work not involving changes to the contract Sum or Contract Time.

H. Advisory Capacity for Disputes. In disputes between the City and Project contractor, the Engineer shall advise the City issues concerning performance under the contract documents. Engineer may decide issues solely on matters of aesthetic effect consistent with contract documents.

I. Ownership of Drawings and Specifications. Drawings, specifications, and other deliverables shall become the property of the City as soon as payment for the same has been completed. The Engineer may retain copies of all information for their records and use if they so desire. It is mutually agreed that these documents are to be used by the City solely in connection with this Project. In the event the City elects to use portions of or all of the information contained in the documents prepared for this Project, for any purpose other than the specific purpose for which they were prepared, the City agrees to hold harmless and indemnify the Engineer for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.

J. Engineer's Supervision, Seal. The Engineer shall perform all required services under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. The Engineer, also, hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.

K. Independent Contractor. The status of Engineer including Engineer's agents and employees, under or by virtue of the terms of this Contract is that of independent contractor to the City.

L. Compliance with Law. Engineer shall comply with all Federal and State laws and City ordinances applicable to the work.

M. Fair Employment Practices. Neither the Engineer nor the Engineer's agents or employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes, Reissue 1998 (as amended) and Section 11.08.160 of the Lincoln Municipal Code (as amended).

N. Indemnification. Engineer shall indemnify, defend and save harmless the City of Lincoln. Nebraska, or its representatives from all claims, demands, suits, actions, payments. liability, and judgments, including reasonable attorney's fees arising out of the activities of Engineer or of Engineer's agents, servants, or employees. In this connection, Engineer shall carry insurance in the following kinds and minimum limits as indicated:

1. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Engineer shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Engineer shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The engineer shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of $500,000 in an insurance company authorized to write such insurance in all states where the Engineer will have employees located in the performance of this contract, and the Engineer shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.
2. **Public Liability Insurance.** The Engineer shall maintain during the life of this contract, Public Liability Insurance, naming and protecting him and the City of Lincoln against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of $1,000,000 and $2,000,000 aggregate.
    i. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and
    ii. The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operations.
3. **Automobile Liability Insurance.** The Engineer shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non—owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

i.	Bodily Injury Limits	$ 500,000 Each Person
		$1,000,000 Each Occurrence
ii.	Property Damage Limit	$ 500,000 Each Occurrence
iii.	Combined Single Limit	$1,000,000 Each Occurrence

4. **Professional Liability Insurance.** The Engineer shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Engineer against claims for damages resulting from the Engineer's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than $2,000,000 excluding defense costs and claim expenses.
5. **Certificate of Insurance.** The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until Engineer's work has been completed and accepted by the City. A certificate of insurance evidencing policies required shall be furnished the City of Lincoln, such certificate shall specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.

O. Copyrights, Royalties & Patents. Without exception, Engineer represents the consideration for this agreement includes Engineer's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this agreement except those required to be paid by construction contractors as part of the construction contract. Further Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights in any way related to this agreement. This section survives any termination of this agreement.

P. Copyright -- Engineer's Warranty.
1. Engineer warrants that all material, processes, or other protected rights to be used in the Services have been duly licensed or authorized by the appropriate parties for such use. This section survives any termination of this agreement.
2. Engineer agrees to furnish the City upon demand written documentation of such license or authorization. If unable to do so, Engineer agrees that the City may withhold a reasonable amount from Engineer's compensation herein to defray any associated costs to secure such license or authorization. Engineer shall defend any infringement claim arising out of Engineer's performance of this agreement. This section survives any termination of this agreement.

Q. Industry Standards. Engineer warrants to the City that the services to be performed under this agreement shall be in accordance with accepted and established practices and procedures recognized as such in Engineer's trade in general and that Engineer's services shall conform to the requirements of this agreement.

R. Nebraska Law. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

S. Integration, Amendment & Assignment. This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement. This agreement may be amended only by written agreement of both parties. Any subletting, assignment or transfer of any services to be performed by the Engineer is hereby prohibited unless prior written consent of the City is obtained. This contract shall be binding upon the successors and assigns of the parties hereto

T. Capacity. The undersigned person representing Engineer does hereby agree and represent that he or she is legally capable to sign this agreement and to lawfully bind Engineer to this agreement.

U. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska.

A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 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. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

V. Living Wage. If the compensation for services provided pursuant to this Agreement is equal to or exceeds $25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Service Provider shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, the City shall have authority to terminate this Agreement and to seek other remedies for violation of this Ordinance.

W. Audit Provision. The Service Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

IN WITNESS WHEREOF, City and Engineer do hereby execute this agreement.

City of Lincoln, Nebraska

_____

Mayor

Engineer

By:

_____

Title: _____

CONTRACT FOR CONSTRUCTION DESIGN SERVICES
MODIFICATION NO. 1

The Contract for Construction Design Services for the Haymarket Infrastructure Improvements, Project No. 870000, shall be amended as follows.

1). **GENERAL CONTRACT – PARTIES TO THE CONTRACT,** this contract which is to be executed in triplicate is between the West Haymarket Joint Public Agency that was created to oversee and manage the design and construction of the West Haymarket Redevelopment Program and the Engineer, Olsson Associates, dba Lincoln Haymarket Infrastructure Team (LHIT). As such all references in the agreement to the City of Lincoln or City shall be revised as follows:

- References to the City of Lincoln or City of Lincoln, Nebraska shall be revised to read the West Haymarket Joint Public Agency (JPA)
- References to the City shall be revised to read the JPA

The signatory line for the JPA is revised from Mayor to the duly authorized representative of the West Haymarket Joint Public Agency (JPA).

2). Delete **SECTION I – SCOPE OF SERVICES,** Paragraph C and replace with the following paragraphs:

C. Services Description: The required design services for the Haymarket Infrastructure Project are comprised of the following individual project components which are outlined in subparagraphs I.C.a and I.C.b below.

a. Initial Design Services are described in more detail in Appendix A-1 through Appendix A-6 which is attached to this contract agreement.

- General Design Coordination and Support – Appendix A-1
- USPS Parking Lot Reconstruction – Appendix A-2
- 10th and Salt Creek Roadway Improvements – Appendix A-3
- Initial Haymarket Site Preparation – Appendix A-4
- "M" & "N" Street, 7th to 10th Street – Appendix A-5
- Traffic Analysis – Appendix A-6

b. Future Design Services

The design services listed below are essential components of the overall Haymarket Infrastructure Improvement Project and were included in Specification No. 10-195 Engineering/Architectural Design Services for West Haymarket. The West Haymarket Joint Public Agency (JPA) and Engineer agree that the required design services for these future projects will be added to this agreement through amendment(s). Detailed scope and fee will be developed and included for each of the respective projects at the time the amendments are prepared and brought forward for execution. These detailed scopes will be identified as future Appendices A-7 through A-17.

- Streetscape Design - Appendix A-7
- Charleston Bridge and Roadway Improvements – Appendix A-8

- Haymarket Parking Lot, Festival Space & Pedestrian Grade Separation - Appendix A-9
- Core Area Roadways & Utilities - Appendix A-10
- North 1st Street and Cornhusker Highway Improvements – Appendix A-11
- Sun Valley and West "O" Street Improvements – Appendix A-12
- ITS & Dynamic Message Signs South Parking Garage – Appendix A-13
- Amtrak Station Design – Appendix A-14
- Public Space and Civic Art – Appendix A-15
- District Energy Corp Distribution System – Appendix A-16
- South Parking Garage – Appendix A-17

c. In addition to the future design services identified in subparagraph I.C.b, the JPA reserves the right to include additional design services to this agreement through future amendments that are associated with the Haymarket Project but that have not been currently identified. These services or future projects shall fall within the general Haymarket Project area that is shown on Exhibit 1 which is attached to this contract. The JPA furthermore reserves the right to negotiate with the Engineer to add construction phase services for the various projects identified in this agreement. These services may include construction consultation, contract administration, shop drawing and submittal review, resident observation, material testing and other services that may be necessary to assist the JPA and Program Manager during the construction phase of the projects.

d. The design services detailed in Appendix A-1 through Appendix A-6 along with the future scope of services appendices shall constitute the proposal and the work outlined in these scope of services shall generally be completed to accommodate the proposed bid letting and construction schedules shown in Appendix B. Reimbursable expenses are as shown in Appendix C. In the event of a conflict between the terms of the appendices and this agreement, this agreement shall control.

3). Delete **SECTION II – COMPENSATION,** Paragraph A and replace with the following:

A. For Basic Services: Payment for services shown in Appendix A-1 through Appendix A-6 shall be made on a time and expense basis in accordance with the attached hourly rates for the respective design firms that comprise the Lincoln Haymarket Infrastructure Team. The Engineer agrees that the total charges for the Basic Services, which shall be the sum of the fees listed in Appendix A-1 through Appendix A-6 shall not exceed $2,711,000.00 provided that the scope of services does not change. If the scope of services changes, the maximum not to exceed compensation as outlined above shall be increased by an amendment to this agreement. The hourly rates shown are for all work completed up through December 31, 2011. The Engineer reserves the right to increase the hourly rates shown, based upon annual changes in direct labor costs, up to the all Urban Consumer Price Index (CPI) per calendar year for all work that is completed after December 31, 2011.

4). Delete **SECTION II – COMPENSATION,** Paragraph B and replace with the following:

B. For Supplemental Services: Payment for supplemental services shall be made on a time and expense basis in accordance with the hourly rates and direct expenses shown for the respective design firms that comprise the Lincoln Haymarket Infrastructure Team. The hourly rates are shown in the scope of work appendices for the respective individual project components along with the rate and expense schedules attached to this contract. The hourly rates shown may be adjusted on an annual basis due to changes in the CPI as stipulated for Basic Services.

5). Delete **SECTION II – COMPENSATION,** Paragraph D and replace with the following:

D. Notice to Proceed: The JPA recognizes that the schedule for the initial design work is critical to the overall completion of the Haymarket Project. As such the JPA has provided the Engineer an early notice to proceed, effective November 1, 2010 to begin design work associated with the initial projects in accordance with the scope of services outlined in Appendix A-1 through A-6. All time associated with work outside the scope of work outlined for the respective projects, including time associated with preparation of scope and fee, contract negotiations and finalization of contract documents is not eligible for reimbursement under the agreement and shall not be invoiced.

6). Delete **SECTION II – COMPENSATION,** Paragraph E.

7). Delete **SECTION II – COMPENSATION,** Paragraph F and replace with the following:

F. Invoices: The Engineer shall submit detailed invoices to the JPA at monthly intervals. The invoices shall break out the work in accordance with the respective project components identified in Appendices A-1 thru A-6 and all future appendices that may be added through amendment to this agreement. The invoices shall identify the name of the appropriate staff and the hours they worked during the invoice period for each respective project. The invoices shall also show the division of labor and direct expenses between major sub-tasks required to identify the appropriate JPA funding source. Direct non-labor expenses must be itemized and provide a complete description of each item billed for each respective project and sub-tasks. The Engineer shall not invoice for work completed that exceeds the negotiated total fee for any respective individual project as shown on Appendix A-1 through Appendix A-6 without prior written approval of the JPA. If the Engineer believes that an individual project budget may be exceeded and that excess budget may remain on another individual project that is nearing completion or that has been completed, then the Engineer may make a written request to the JPA to adjust budgets between the individual projects. The JPA shall review the request and may approve the request as long as the total maximum compensation amount for the agreement or total funds allocated for the overall project design is not exceeded.

8) Revise **SECTION IV – OTHER MATTERS**

D. Cost Estimates. Add the following wording at the end of this paragraph:

"However, since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, Engineer's opinion of probable costs and of project schedules shall be made on the

basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules."

I. Ownership of Drawings and Specifications. In the first sentence of the paragraph, delete the words "Drawings and Specifications" and substitute the words "Project specific drawings and Project specific specifications".

L. Compliance with Law. Add the following wording to the end of the paragraph:

"Notwithstanding the above, if a change in any law or regulation increases the cost of Engineer's work or services, then Engineer may be entitled to an equitable adjustment to its schedule and compensation."

N. Indemnification. Delete the first paragraph and substitute the following:

"Engineer shall indemnify, defend, and save harmless the JPA or its representatives from all claims, demands, suits, actions, payments, liability, reasonable attorney fees, and judgments, resulting from death or bodily injury to any person or damage or destruction to third-party property to the extend such claims, losses, demands, suits, damages, or expenses are caused by negligent acts, errors, or omissions of Engineer or of Engineer's agents, servants, or employees. In this connection, Engineer shall carry insurance in the following kinds and minimum limits as indicated."

In Subparagraph N.2, delete each reference to "Public Liability Insurance" and insert the words "Commercial General Liability Insurance".

In the last sentence of Subparagraph N.2, delete the words "combined single" before $1,000,000 and insert the words "per occurrence".

In Subparagraph N.2.i, delete the words "Comprehensive General Liability" and insert the words "Commercial General Liability".

Under Subparagraph N.3, delete Subparagraphs i and ii.

Add the following Subparagraph N.6:

"**6. Additional Insureds.** All project contractors shall be required to include the JPA and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify the JPA and Engineer to the same extent as long as the addition of the Engineer as an additional insured does not increase costs to the JPA."

Add the following Subparagraph N.7

"**7. Additional Insurance Coverage.** The JPA reserves the right to require the Engineer to increase insurance limits over and above those shown in this contract or to provide additional coverage during the performance of the work, based upon the type and nature of the services being provided. If the JPA requires increases in insurance limits over those shown in Subparagraphs N.1 through N.4 of this contract or additional coverage that is not shown, then an amendment to the contract shall be prepared and executed to cover the additional cost incurred by the Engineer and their subconsultants as a result of providing the increased or additional insurance coverage.

Q. Industry Standard. Delete this paragraph and substitute the following:

"Engineer warrants that it shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting firms in performing services of a similar nature. **No other warranty, express or implied, is included in this Contract or in any drawing, specification, report, or opinion produced pursuant to this Contract.**"

Add the following subparagraph to this section:

"If the Engineer is delayed by an act or neglect of the JPA or of a separate contractor employed by the JPA, or by delay the JPA has authorized in writing, or by other causes that the JPA determines may justify delay, then the Engineer shall not be in default under this Contract for delays in performance. Should such circumstances occur, Engineer shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Engineer may be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur."

West Haymarket Joint Public Agency (JPA)

_____

Title: _____

Engineer – Olsson Associates dba
Lincoln Haymarket Infrastructure Team

By:

_____

Title: _____

By:

_____

Title: _____

APPENDIX A - 1
Scope of Services

HAYMARKET INFRASTRUCTURE DESIGN PROJECT
GENERAL DESIGN COORDINATION AND SUPPORT

JPA Project Number 870000

General Description of Scope of Services

This scope of services generally includes services related to the coordination of the overall design team as well as providing design related services that apply across multiple individual projects for the West Haymarket Joint Public Agency (JPA). This proposed scope includes providing coordination and support services from Notice to Proceed up through December 31, 2013. This work effort also includes provisions to provide additional support services as requested by the Program Manager or JPA Project Management Team during the design development and implementation of the Haymarket Project. Separate scope of services will be developed to cover the design requirements for the respective individual projects that are listed below and that have been identified as part of the overall Haymarket Project. The JPA reserves the right to withdraw any one or more of the individual projects listed below.

- USPS Parking Lot Reconstruction
- 10th and Salt Creek Roadway Improvements
- Initial Haymarket Site Preparation
- "M" & "N" Street – 7th to 10th Street
- Traffic Analysis
- Streetscape Design
- Charleston Bridge and Roadway Improvements
- Haymarket Parking Lot, Festival Space & Pedestrian Grade Separation
- Core Area Roadways & Utilities
- North 1st Street and Cornhusker Highway Improvements
- Sun Valley and West "O" Street Improvements
- ITS & Dynamic Message Signs South Parking Garage
- Amtrak Station Design
- Public Space and Civic Art
- District Energy Corp Distribution System
- South Parking Garage

The following are the task items that are included as part of the scope of services for the General Design Coordination and Support work.

Task 1. Project Management, Coordination and Document Control

a. Project Management

The Lincoln Haymarket Infrastructure Team (LHIT) Project Manager will serve as the primary point of contact for all contractual matters, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. The Design Team Project Manager will be responsible for coordinating the work effort between individual design projects to ensure compatibility and that design schedules are met. This will involve on-going communication between design teams as well as coordination efforts with the Program Manager and JPA Project Management Team. This work task will include internal coordination between design teams as necessary to facilitate the overall project design.

This work task will also be responsible for providing regular progress reports and invoicing for the project. Project Management efforts will follow appropriate guidance as given in the City of Lincoln's website "Guiding Principles and Procedures (GP&P)"

b. Coordination with Others

The Design Team will coordinate their design with reviewing agencies and/or Consultants that are involved with work outside the infrastructure design effort on this project or adjacent projects. This would include coordination with agencies outside the permitting process (which is included in the environmental review section of this task order), coordination with the USPO, coordination with the Construction Manager at Risk, coordination with the arena design team, coordination with UNL, coordination with adjacent projects under development and coordination with the private developers for the Haymarket Project. Coordination includes one-on-one meetings with the agencies or Consultants as well as small group meetings. This task does not include coordination with utilities. For the purpose of this task, a total of sixty (60) meetings are assumed.

c. Coordination with BNSF Railway

The Design Team at the request of the Program Manager or JPA Project Management Team will assist in coordination with the BNSF Railway to resolve issues or concerns that arise with regard to the completion of the railroad relocation work or the impact of project work on the railroad. This work will include consultation and attendance at meetings and development of design alternatives, documents or amendments to the railroad agreements as necessary to maintain or expedite the work on the project.

d. Document Control

The Design Team shall establish a system for document control that is fully compatible with the system being used by the Program Manager. This system shall provide documentation of all design team meetings, design decisions and other project design issues. This shall include all administrative work required to coordinate filing and control of project documents with the Program Manager and JPA Project Management Team.

The Design Team shall establish an internal project management plan for use on the project. The project management plan shall establish standards for meeting minutes, communication documentation, cost estimating and other design related issues to ensure consistent documentation and controls are followed for the project.

Task 2. General Design Coordination Meetings

a. Kick-Off Meeting

Once notice to proceed has been received, the Design Team Project Manager will schedule and attend a kick-off meeting with the Program Manager, JPA staff and utilities for the initial projects as follows:

- General Design Coordination and Support
- USPS Parking Lot Reconstruction
- 10th and Salt Creek Roadway Improvements
- "M" and "N" Street, 7th to 10th Street
- Initial Haymarket Site Preparation

The JPA Project Management Team will supply a list of invitees and the Design Team shall be responsible for notification to attendees. Kick-off meetings for individual projects that are added by an amendment to this agreement will be included in the scope of work developed for the respective project.

b. Project Coordination Meetings with Program Manager and JPA Project Management Team

The Consultant Design Management Team will attend regular meetings with the Program Manager and/or JPA Project Management Team throughout the duration of the project to discuss progress on the project, project concerns and other critical project issues. This work effort shall also include attendance at other meetings with JPA staff or public officials as requested by the Program Manager or JPA Project Management Team. For the purpose of this task, a total of three hundred (300) meetings are assumed or approximately eight meetings per month.

c. Progress Meetings

Progress meetings are included in Item b, Project Coordination Meetings.

d. JPA Board Meetings or City Council Meetings (6 regular meeting)

At the request of the JPA Project Management Team, the Design Team Project Manager will attend up to eighteen (18) meetings with public officials to report on the progress of the work and to answer questions. This may include meetings with the JPA Board, Mayor and City Council. This includes time for preparation prior to meetings and/or presentations.

Task 3. Utility Coordination – Overall Project

a. Utility Master Plan

The Design Team will coordinate with public and private utilities in the development and implementation of the overall master plan for new utilities to be constructed within the Haymarket area west of 7th Street to serve the arena and other potential users. This will include work to evaluate potential routes for new utilities, verify right-of-way widths and easement needs, review constructability issues for the utilities, develop schedules for completing the utility work and to verify probable costs.

This will include work associated with assisting in the selection of a final site for the District Energy Corp (DEC) along with the determination of the final DEC piping routes within the new right-of-ways.

The Design Team shall attend regular monthly meetings with utilities review the development of the utility master plan, finalize utility requirements, determine final locations within the proposed public right-of-ways and to establish proposed schedules for completing the work.

The final work product will be incorporated into the final design for the Core Area Roadways.

b. Utility Coordination with Projects Outside Core Area

The Design Team shall coordinate with public and private utilities on an overall project basis to identify potential utility conflicts early on in the design process so that the necessary design, procurement and relocation work can be completed without impacting the proposed individual project schedules. Submittal of detailed design plans and project specific coordination will be included in the task orders for the respective projects.

This shall include time for coordination via the phone and one-on-one meetings with affected utilities, as well as six (6) general project review meetings with all utilities. It is estimated that there will be up to thirty (30) meetings with individual utility representatives throughout the course of the project.

Task 4. Public Involvement – Overall Project

a. *Public Involvement Planning Meetings (3 Meetings)*

Not included as part of this contract.

b. *Public Involvement Plan*

Not included as part of this contract.

c. *Database Development / Maintenance*

Not included as part of this project

d. *Key Stakeholder Outreach (6 Meetings)*

The Design Team will assist the Program Manager and JPA staff in identification of key project stakeholders for participation in focus group meetings prior to the public meetings.

e. *Open Houses (3 Meetings)*

The Design Team will assist the Program Manager in preparing displays to be used at the public meeting and of illustrative materials to depict elements of the proposed project. Displays will be based upon the respective design components being developed by the Design Team.

During the public meeting, the Program Manager, JPA staff and the Design Team will be available to answer questions and receive commentsThe Design Team shall assist the Program Manager as required to provide any necessary follow-up to respond to questions or concerns received at the meetings.

f. *One-on-One, Small Group Meetings*

Not included as part of this contract.

g. *Newsletters/Informational Materials*

Not included as part of this contract.

h. *Web Site Development*

Not included as part of this project.

i. *Final Public Involvement Report / Documentation*

Not included as part of this project.

Task 5. Property Acquisition and Coordination

a. Develop Overall Project Appraisal and Acquisition Schedule

The Design Team shall assist the Program Manger in developing an overall critical path schedule for right-of-way acquisition for the overall Haymarket project. This will include identifying early acquisitions, right-of-way design schedules for each individual projects, appraisal schedules, acquisition and condemnation schedules and timing to complete other critical right-of-way items that may affect the overall construction schedule for the Haymarket Project.

b. Develop Map for Overall Project Acquisitions

The Design Team shall assist the Program Manger in the development and maintenance of an overall project map outlining the right-of-way needs for all of the individual projects, status of right-of-way design/acquisition at individual tracts, and required target dates at each tract for completion of design and acquisition.

c. Right-of-way Design

The detailed right-of-way design work including preparation of legal descriptions, right-of-way plans, attendance at condemnation hearings and flagging right-of-way and easements will be included in the respective task orders for each individual project.

Task 6. General Project Support and Assistance

a. Prepare Exhibits, Additional Legal Descriptions and Other Displays

The Design Team shall prepare exhibits and/or displays of the proposed infrastructure items as requested by the Program Manger or the JPA Project Management Team. These may include additional exhibits or legal descriptions that are not directly tied to an individual project or for use in supplemental agreements, exhibits required for grant applications, exhibits/maps depicting critical project items such as environmental contamination area, permit requirements and other requested JPA needs.

b. Provide JPA Project Management Team Project Electronic Files

The Design Team shall maintain updated project electronic files that cover all of the respective individual infrastructure projects and shall provide these to the JPA on a monthly or more frequent basis for their use. All electronic files shall be furnished in Microstation format and shall be set up so that the various components of the overall project can be viewed such as paving, utilities, right-of-way and structures. The sharepoint site created by the Program Manager shall be used to the extent possible for posting and exchange of electronic files.

c. Project Breakout, Funding and Costs

The Design Team will assist the JPA Project Management Team in the breakout of the respective projects based upon potential construction bid packages. This work shall include identifying the original Haymarket budget items that were developed as part of the planning process with the proposed bid packages and assistance with the reallocation of funds to determine appropriate project budgets.

d. Project Schedule

The Design Team will assist the Program Manager with developing the overall project schedule and assist with periodic review and updating of the schedule as the design and implementation of the project progresses.

e. Other Requested Assistance to the Program Manger/JPA Project Management Team

The Design Team shall provide additional assistance with respect to the design development and implementation of the infrastructure improvements as needed to assist the Program Manger or JPA Project Management Team as requested.

Task 7. Environmental / Historical Review – SHPO Coordination

a. Wetlands Delineation

A delineation of the wetlands on the project study area has been completed as part of the preliminary planning work. A jurisdictional wetland report has been prepared documenting the findings. The Design Team shall perform additional wetland delineation as necessary to update the report and as necessary to secure the necessary COE 404 permits for the project.
In addition, areas outside the limits of the original investigations that may be affected by the project shall be reviewed to identify other sensitive natural resources such as native prairie or habitat for threatened and endangered species. For the purpose of this scope of work, it is assumed that the only additional delineation and investigation for habitat that will be required will be for the 1st and Cornhusker/Sun Valley and West "O" Street Improvement Projects.

b. *COE 404 Permitting*

The Design Team shall prepare and submit applications for the necessary COE 404 Permits that will be required to construct the various components of the project. This work shall be developed based upon the preliminary coordination with the Corps of Engineers to identify the necessary permitting requirements for the project along with the permits secured to date, the anticipated overall project wetlands impacts and the proposed mitigation of impacted wetlands. All future permits are assumed to be a Nationwide Permits. For the purpose of this scope of work, it is assumed that three additional Nationwide Permits will be required: one for the Charleston Bridge and Roadway Project, one for the Haymarket Parking Lot/Festival Space Project, and one for improvements at North 1st and Cornhusker Highway. This scope of work does not include preparation of an Individual Permit application. It is also assumes that mitigation for impacts to wetlands will be either at the on-site mitigation site southwest of the BNSF track relocation or at the City of Lincoln Wetland Mitigation Bank.

c. Hazardous Materials

The Design Team will coordinate with the JPA's Environmental Consultant in identifying potential areas with hazardous materials and incorporating the necessary environmental mitigation requirements into the individual projects.

d. Cultural/Historic Resources – SHPO Coordination

The Design Team shall assist the Program Manager and JPA Project Management Team in the review of the project area with respect to cultural, archeological and historic resources. This work will be completed as part of the development of the Section 106 consultation with the State Historic Preservation Officer and the lead Federal Agency, the Corps of Engineers to develop the final Memorandum of Agreement (MOA) for the project. This work will generally include the following items:

- Identification of recommended APE, survey standards and survey methodology.

- A records search for previously recorded archeological sites within the project's primary area. Search will include records of the Nebraska State Historical Society/State Historical Preservation Office, the University of Nebraska Department of Anthropology and the Nebraska State Museum.
- A records search for previously recorded historical properties within the project's primary and secondary impact areas will include records of the Nebraska State Historical Society/State Historical Preservation Office and the Lincoln Planning Office Historic Records Files.
- General cultural, environmental, physiographic background investigation.
- Initial reconnaissance of the project area.
- Completion of a Section 106 Compliant Phase I Report, including:
    - General environmental background information, general culture-history of this region.
    - Results of the record searches
    - Results of reconnaissance investigation
    - Identification of historic properties and structures within the project area.
- Completion of Section 106 evaluation.
- Review of Section 106 evaluation and coordination with SHPO.
- Coordination with arena design team, Haymarket developers, Amtrak Station design team and infrastructure design team to review potential impacts and to develop mitigation strategies that can be incorporated into the design of the project to offset or minimize impacts to historic resources.
- Development of a Draft MOA to outline commitments for mitigating adverse impacts to historic resources and review/coordination with SHPO.
- Finalization of the Project MOA and determination of final project commitments and implementation schedule.

e. Public Land Impacts (4F or 6F)

The Design Team will determine if any adjacent property was developed under section 6(f) of the Land and Water Conservation Fund Act or if adjacent land is protected by Section 4(f).

Task 8. Stormwater Coordination

a. General Floodplain Coordination and Permitting

The Design Team shall coordinate the work on the overall project with the individual design teams to ensure that the intent of the stormwater mitigation that has been developed for the project is being met. The intent of the project is to have no net loss of storage within the floodplain and no increase in floodwater elevations. This will require coordination with the railroad grading project, the infrastructure design projects, the arena design project and the DEC plant design project. This work item will include the necessary coordination with the individual design teams, LPSNRD, the Corp of Engineers, City of Lincoln Watershed Management and the City of Lincoln Department of Building and Safety. This work will include assistance with preparing and securing the necessary floodplain permits required to construct the respective individual projects. Individual flood plain permits will be prepared as required for each individual project since information is not available at the start of the project regarding final fill placement and site grading for the respective individual projects.

As part of the overall design process, a final hydraulic model will be prepared that reflects construction of the proposed improvements. This shall be based upon the current effective model that has been developed and adopted by the City of Lincoln.

b. *COE Levee Coordination and Construction Approvals*

The Design Team shall coordinate the work on the infrastructure project with the individual design teams to ensure that the proposed work does not adversely affect the overall stability of the existing levees along Salt Creek. Preliminary work has been completed and submitted to the LPSNRD and COE to outline initial project work and to provide an outline of future project construction that will fall within 500 feet of the existing levees.

This work shall include assistance with the preparation of the necessary applications and supporting documents and the required geotechnical analysis necessary to complete the submittal to the LPSNRD and the COE for review and approval of all work that is to be completed within 500 feet of the existing levees. This work shall also include identification of necessary levee modifications or improvements that may be required in the event the proposed work will reduce the stability of the levee with respect to existing conditions. The design for the recommended levee modifications will be included with the respective individual projects.

Existing soil boring information is available for the analysis of the levee system that is located south of Haymarket Park. Additional soil borings will be required to analyze the levee impacts associated with the construction of the Charleston Bridge Project. The work associated with completing the soil borings in the vicinity of the new bridge will be completed as part of the geotechnical work that will be outlined for the Charleston Bridge and Roadway Project.

Task 9. Platting

a. Right-of-Way Platting

This work would include preparation of a final plat and the necessary vacation petitions for existing public right-of-ways for the project area that is generally bounded by "N" Street on the South, 4th Street and the former Union Pacific Railroad Line on the west, Haymarket Park on the North and 7th Street on the East. The plat area would be comprised of the properties acquired from the BNSF, UPRR, LPSNRD and other private entities as part of the overall Haymarket Project. The work activities for this task include:

- Prepare final plat documents for area comprised of the property parcels acquired as part of the Haymarket as identified above including the BNSF railroad corridor and submit to the JPA Project Management Team, City and the BNSF for review.
- Attend planning meetings with JPA staff, City staff, BNSF and others as required.
- Request ownership certificate and lien holder certificates.
- Route the final plat documents for signatures and file the final plat with the register of deeds.
- Set permanent survey markers for platted area.
- Prepare petitions to vacate public right-of-way documents, submit to City for review, route documents for signatures, attend three planning meetings with the JPA, City and railroads, attend planning commission and City Council meetings.
- File the petitions to vacate public right-of-way documents with the register of deeds.
- Prepare legal descriptions and exhibits for the deeds and permanent easements required for any necessary transfer of property required to complete the plat.

Appendix A-1
Total Project Fee

General Design Coordination and Support
City Project Number 870000

Task No.	Task Description		Fee Estimate
1	Project Management		$449,060.00
2	Meetings and Coordination		$773,652.00
3	Utility Coordination		$37,760.00
4	Public Involvement		$77,632.00
5	Property Acquisition & Coord		$18,352.00
6	Project Support & Assistance		$163,120.00
7	Environmental/Historic Review		$56,112.00
8	Stormwater Coordination		$59,360.00
9	Right-of-Way Platting		$57,880.00
	Expenses		$66,500.00
		Total Project Cost	$1,759,428.00

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)

Overhead Rate : 0%

Profit : 0%

Personnel		Total Hr.	Salary $ Per Hr.	Labor Cost	Total Cost
Principal/Project Manager - OA	P/PM	1552	$180.00	$279,360	$279,360.00
Team Leader - OA	TL	2474	$162.00	$400,788	$400,788.00
Project Manager - TSA	PM TSA	534	$160.00	$85,440	$85,440.00
Project Manager - Benesch	PM B	734	$160.00	$117,440	$117,440.00
Project Manager - SHA	PM SHA	534	$160.00	$85,440	$85,440.00
Project Manager - DD	PM DD	534	$160.00	$85,440	$85,440.00
Project Manager - CE	PM CE	534	$160.00	$85,440	$85,440.00
Project Manager - Ferris	PM F	534	$160.00	$85,440	$85,440.00
Project Engineer - OA	PE OA	1792	$115.00	$206,080	$206,080.00
Project Engineer - TSA	PE TSA	24	$115.00	$2,760	$2,760.00
Project Engineer - Benesch	PE B	124	$115.00	$14,260	$14,260.00
Project Architect - SHA	PA SHA	24	$105.00	$2,520	$2,520.00
Project Architect - DD	PA DD	24	$105.00	$2,520	$2,520.00
Project Architect - CE	PA CE	24	$105.00	$2,520	$2,520.00
Senior Technician - OA	ST OA	1640	$80.00	$131,200	$131,200.00
Senior Technician - TSA	ST TSA	48	$80.00	$3,840	$3,840.00
Senior Technician - Benesch	ST B	48	$80.00	$3,840	$3,840.00
Senior Technician - SHA	ST SHA	48	$80.00	$3,840	$3,840.00
Seniorn Technician - DD	ST DD	48	$80.00	$3,840	$3,840.00
Senior Technician - CE	ST CE	48	$80.00	$3,840	$3,840.00
Administrative Coordinater	AC	1244	$70.00	$87,080	$87,080.00
Expenses					**$66,500.00**
		12566		**$1,692,928**	**$1,759,428.00**

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)		MILES	0.50		$0.00
Travel, mile (survey vehicle)	400	MILES	0.68		$272.00
SHPO Assistance - Melissa Dirr (lump sum)	1	L.S.	48600		$48,600.00
Half Size Plots (each)		EA.			$0.00
Mylars, Half Size Plots (each)		EA.			$0.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	6128		$6,128.00
Geotechnical Borings and Report		L.S.			$0.00
			Sub Total		**$55,000.00**
Survey Expenses					**$1,500.00**
Public Involvement Expenses					**$10,000.00**
			Total		**$66,500.00**

MAN-HOUR ESTIMATE - GENERAL DESIGN COORDINATION AND SUPPORT

Task No.	Description of Work Items / Tasks	P/PM	TL	PM TSA	PM B	PM SHA	PM DD	PM CE	PM F	PE OA	PE TSA	PE B	PA SHA	PA DD	PA CE	ST OA	ST TSA	ST B	ST SHA	ST DD	ST CE	AC	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
1	**Project Management**																												
	Project Management	300	300																				600	$102,600	$0	$102,600	$0	**$102,600.00**	
	Coordination with Others	120	480	60	60	60	60	60	60														960	$156,960	$0	$156,960	$0	**$156,960.00**	
	Coordination with BNSF Railway		200		200							100				100							600	$83,900	$0	$83,900	$0	**$83,900.00**	
	Document Control	120																				1200	1320	$105,600	$0	$105,600	$0	**$105,600.00**	
																													$449,060.00
2	**General Project Meetings**																												
	Kick-Off Meeting	8	6	6	6	6	6	6	6													4	54	$8,452	$0	$8,452	$0	**$8,452.00**	
	Project Coordination with PM & City	900	900	450	450	450	450	450	450														4500	$739,800	$0	$739,800	$0	**$739,800.00**	
	Progress Meetings																						0	$0	$0	$0	$0	**$0.00**	
	JPA Meetings or City Council Meetings	80								40						80							200	$25,400	$0	$25,400	$0	**$25,400.00**	
																													$773,652.00
3	**Utility Coordination - Overall Project**																												
	Utility Master Plan		40							120						80							240	$26,680	$0	$26,680	$0	**$26,680.00**	
	Utility Coordination Outside Core Area		40							40													80	$11,080	$0	$11,080	$0	**$11,080.00**	
																							0	$0	$0	$0	$0	**$0.00**	
																													$37,760.00
4	**Public Involvement**																												
	Public Involvement Planning Meetings																						0	$0	$0	$0	$0	**$0.00**	
	Public Involvement Plan																						0	$0	$0	$0	$0	**$0.00**	
	Database Development / Maintenance																						0	$0	$0	$0	$0	**$0.00**	
	Key Stakeholder Outreach																						0	$0	$0	$0	$0	**$0.00**	
	Open Houses (3)	24	36	18	18	18	18	18	18	48	24	24	24	24	24	120	48	48	48	48	48	40	736	$77,632	$0	$77,632	$0	**$77,632.00**	
	One-on-One, Small Group Meetings																						0	$0	$0	$0	$0	**$0.00**	
	Newsletters / Informational Materials																						0	$0	$0	$0	$0	**$0.00**	
	Web Site Development																						0	$0	$0	$0	$0	**$0.00**	
	Final PI Report / Documentation																						0	$0	$0	$0	$0	**$0.00**	
																													$77,632.00
5	**Property Acquisition and Coordination**																												
	Develop Appraisal and Acquisition Schedule		16													16							32	$3,872	$0	$3,872	$0	**$3,872.00**	
	Develop/update Acquisition Map		40													100							140	$14,480	$0	$14,480	$0	**$14,480.00**	
																													$18,352.00
6	**General Support & Assistance**																												
	Exhibits, Legal Descriptions & Other Displays		40							240						240							520	$53,280	$0	$53,280	$0	**$53,280.00**	
	Provide City Electronic Files & Updates									80													80	$9,200	$0	$9,200	$0	**$9,200.00**	
	Project Breakout, Funding & Costs		40							40						80							160	$17,480	$0	$17,480	$0	**$17,480.00**	
	Project Schedule		40																				40	$6,480	$0	$6,480	$0	**$6,480.00**	
	Other Requested Assistance		40							360						360							760	$76,680	$0	$76,680	$0	**$76,680.00**	
																													$163,120.00
7	**Environmental - Historic - SHPO Coordination**																												
	Wetlands Delineation		40							40													80	$11,080	$0	$11,080	$0	**$11,080.00**	
	COE 404 Permitting		40							80						40							160	$18,880	$0	$18,880	$0	**$18,880.00**	
	Hazardous Material Support		16							80													96	$11,792	$0	$11,792	$0	**$11,792.00**	
	Historic - SHPO Consultation		24													40							64	$7,088	$0	$7,088	$0	**$7,088.00**	1
	Public Lands Impacts		16							24						24							64	$7,272	$0	$7,272	$0	**$7,272.00**	
																													$56,112.00
8	**Stormwater Coordination**																												
	Floodplain Coordination & Modeling		40							160													200	$24,880	$0	$24,880	$0	**$24,880.00**	
	COE Levee Coordination & Approvals		40							160						120							320	$34,480	$0	$34,480	$0	**$34,480.00**	
																													$59,360.00
9	**Platting**																												
	Platting		40							280						240							560	$57,880	$0	$57,880	$0	**$57,880.00**	
																													$57,880.00
	Total Manhours	1552	2474	534	734	534	534	534	534	1792	24	124	24	24	24	1640	48	48	48	48	48	1244	12566						
	Total	$279,360	$400,788	$85,440	$117,440	$85,440	$85,440	$85,440	$85,440	$206,080	$2,760	$14,260	$2,520	$2,520	$2,520	$131,200	$3,840	$3,840	$3,840	$3,840	$3,840	$87,080	$1,692,928	$1,692,928	$0	$1,692,928	$0	**$1,692,928.00**	
	Total Labor, OH & Profit	$279,360	$400,788	$85,440	$117,440	$85,440	$85,440	$85,440	$85,440	$206,080	$2,760	$14,260	$2,520	$2,520	$2,520	$131,200	$3,840	$3,840	$3,840	$3,840	$3,840	$87,080						**$1,692,928.00**	

APPENDIX A-2
Scope of Services

HAYMARKET INFRASTRUCTURE PROJECT
USPS PARKING LOT RECONSTRUCTION

JPA Project Number 870303

General Description of Scope of Services

This scope of work generally includes services related to the preliminary and final design of the parking lot reconstruction and associated utilities at the United States Postal System (USPS) property located at 7th and "R" Street. This would include preparation of demolition plans for the existing retaining wall at the west side of the property across the proposed right-of-way extension on "R" Street, reconstruction at the parking lot to the south of "R" Street, reconstruction of the USPS parking lot, reconstruction of existing storm sewer and inlets at the USPS parking lots and reconstruction of the 8th Street driveway as shown on the conceptual plans. The design of the parking lot reconstruction shall be coordinated with the USPS and the development of the agreement with the USPS for transfer of properties and temporary construction easements.

The following are the task items that are included as part of the scope of services for the USPS Parking Lot Reconstruction Project.

Task 1. Project Management

a. *Project Management*

The Design Team Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the design team for this project. This work will include providing regular progress reports to support invoicing and updates on design schedule. Project Management efforts will follow appropriate guidance as given in the City of Lincoln's website "Guiding Principles and Procedures (GP&P)"

b. *Coordination with Others*

The Design Team 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 includes coordination with the right-of-way appraisers and acquisition staff for the project as well as coordination with the USPS. This work item does not include coordination with utilities which is covered in Task 4 of this scope of services.

c. *Assistance with Development of an Agreement with the USPS*

The Design Team shall assist the JPA in developing an agreement with the USPS for transfer of property, temporary construction access, license agreements to allow parking improvements to utilize a portion of the public right-of-way and preparation of the necessary agreements required for the USPS – JPA Agreement.

d. *Condemnation Hearings*

The Design Team Project Manager will, at the request of the JPA Project Management Team, attend all condemnation hearings. This scope estimates 1 hearing will be attended.

Task 2. Project Specific Meetings

a. Progress Meetings

The Design Team Project Manager and appropriate design staff will schedule and attend progress meetings for this individual project. The Design Team will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. This scope estimates 2 progress meetings.

b. Review Meetings

The Design Team Project Manager will schedule and attend review meetings to receive the JPA's review comments from the required submittals.

c. Plan-in-Hand

The Design Team will schedule and attend a plan-in-hand meeting. This meeting is to be held following completion of the preliminary design.

d. Coordination Meetings with ROW Appraisals and Acquisition

The Design Team will schedule and meet with project appraisers and acquisition staff to review the right-of-way needs and impacts at existing properties. The scope estimates 2 meetings for ROW appraisal and acquisition activities.

TASK 3. Survey

a. Supplemental Field Survey

The Design Team will perform the necessary supplemental field survey that is identified during the design of the project to supplement the existing topographic ground survey. This will include hard elevations at tie-in points and at other critical locations as determined during the design process.

TASK 4. Utility Coordination

a. Utility Location/Verification

The Design Team shall identify and verify with Utility Companies potential utility conflicts and work with the Utilities to develop strategies to avoid, minimize or relocate affected utilities.

b. Utility Plan Submittal

At each JPA review submittal, the plans will be distributed by the Design Team to applicable public and private utilities that may be affected by the project for comment.

c. Utility Review Meetings/Coordination

The Design Team shall schedule utility review meetings to coincide with a regular project progress meeting or JPA review meeting. The Design Team shall include time for coordination via the phone and one-on-one meetings with affected utilities as necessary to maintain the accelerated schedule for the design and construction of the project.

Task 5. Public Involvement

a. One-on-One, Small Group Meetings (6 Meetings)

The Design Team will meet with individuals or key stakeholders who may be significantly affected by the project. This will include one-on-one meetings with representatives of Arter Group which owns the property at the south side of "R" Street that will be affected by removal of the existing retaining wall/parking lot reconstruction and the USPS staff. The Design Team shall will notify the Program Manager of all proposed stakeholder meetings and invite the Program Manager to the meetings.

Task 6. Drainage Analysis

a. Hydraulic/Hydrologic Analysis

The Design Team shall design open and closed drainage systems in accordance with the most current edition of the City of Lincoln Drainage Criteria Manual, or as directed by the Watershed Management Department.

b. Floodplain Study

The Design Team shall coordinate with Watershed Management when designing items or fill within the flood plain. The design shall be in accordance with the stormwater requirements for the project.

c. Preliminary Drainage Studies

The Design Team shall review available drainage studies, identify overland flow paths and sumps. At the request of the JPA Project Management Team, hydraulic design calculations will be submitted for review.

Task 7. Traffic/Parking Lot Lighting

a. Traffic design and analysis is not included as part of this project.

b. Parking Lot Lighting

Design for relocation of existing parking lot lights and/or construction of new lights will be completed as part of this project. The parking lot lighting design shall be completed in accordance with USPS requirements and local parking lot lighting standards.

c. Pavement Marking & Signing

The Design Team shall prepare plan sheets showing striping and required signage layout at the reconstructed parking lots.

Task 8. First Submittal

a. Site Inspections (Estimated 2 Visits)

b. Preliminary Designs

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. Plan sheets to be included as part of the preliminary design shall include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
  - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets

c. Preliminary Construction Phasing

The Design Team shall prepare a written description and preliminary plan showing the proposed Construction Phasing of the work at the USPS. This shall show how continuous access to the building is to be maintained so as not to adversely impact operations of the USPS facility.

d. Cost Estimates

The Design Team shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, Utility Relocations, Construction, and Construction Engineering.

Task 9. Geotechnical Evaluation

Geotechnical evaluation is not included with this project.

Task 10. Environmental / Historical Review

Environmental or Historic Review work is not included as part of this project.

Task 11. Existing Water Main or Wastewater Relocation

The Design Team shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor relocates involving a public utility due to an improvement project not initiated by the specific utility section, including coordination with the Fire Chief regarding the relocation/new construction of fire hydrants.

Task 12. Structural/Bridge Design

a. Retaining Wall

The Design Team shall develop plans for removal and reconstruction of the end of the existing retaining wall structure.

Task 13. New / Replacement Water Main Design

New/Replacement Water Main Design is not included with this project.

Task 14. New / Replacement Wastewater Design

New/Replacement Wastewater Design is not included with this project.

Task 15. Right-of-Way

a. *Right-of-Way Plans*

The Design Team will determine the easements (temporary and permanent) and right-of-way required to construct the project. Temporary construction easements will be acquired in cut and fill areas outside the proposed right-of-way acquisition. Temporary construction easements will be acquired to construct driveways or make improvements to personal property beyond the existing or proposed right of way. Existing property corners/property lines will be tied into the County Grid System and Title Research as provided by the JPA will be used by the Design Team to determine the existing right-of-way and to design the easements and additional right-of-way needed to construct the project.

It is estimated there will be two tracts associated with this project. Two tracts are estimated to need revisions due to property owner negotiations.

b. *Legal Descriptions*

The Design Team will prepare legal descriptions for the temporary and permanent easements and new right-of-way to be acquired.

c. *Stake Right-of-Way*

The Design Team will stake corners of right-of-way to be acquired and the corners of easements required to construct the project. It is estimated all of the tracts will be staked once and two tracts will be re-staked due to property owner negotiations.

Task 16. Streetscape and Landscape Design

a. *Coordination with Project Streetscape Design*

The Design Team will coordinate with the Streetscape team to identify potential streetscape enhancements that may be incorporated along the future “R” Street right-of-way to verify compatibility with the proposed parking lot reconfiguration. It is anticipated that no landscaping or streetscape design components will be included with this project.

Task 17. Second Submittal

a. *Second Submittal Design*

Due to the short duration for design on this project, the first and second submittals shall be combined into a single submittal.

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. All sheets that will be included in the PS&E plan set will be included in the second submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Geometric Sheets
- Joints and Grades Sheets
- Construction and Removal Sheets
- Site Grading Plan
- Retaining Wall Details
- Storm Drainage Plan and Profile Sheets
- Sediment and Erosion Control Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- Right-of-Way/Property Plat Sheets
- Parking Lot Cross-Section Sheets as Applicable

b. Cost Estimates

The Design Team shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, Utility Relocations, Construction, and Construction Engineering.

c. Special Provisions

The Design Team will submit Special Provisions with the second submittal.

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

The Design Team will give a copy of their QA / QC plan to the Program Manager and the JPA Project Management Team at the start of the project. The Design Team will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA / QC aspects.

Task 19. Permit Applications / Agreements

The Design Team shall prepare and submit on behalf of the JPA the following permits, agreements, certifications, and forms. The Design Team shall copy the Program Manager and JPA Project Management Team on all applications being submitted.

- ❑ Floodplain Permit
- ❑ SWPPP - NPDES Permit

Task 20. PS&E Submittals

a. *Draft PS&E Submittal*

The Design Team shall submit a draft PS&E package to the JPA Project Management Team for final review. The package will include the plan set, special provisions, and a total project cost estimate. The Design Team shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition, Utility Relocations, Construction, and Construction Engineering.

b. *Final PS&E Submittal*

Upon incorporating review comments into the plan set and special provisions, the Design Team shall prepare and submit all drawings, special provisions, and an updated total project cost estimate to the JPA Project Management Team for the final PS&E review. Upon JPA acceptance of the PS&E plans, the Design Team shall submit the bid package to the JPA Project Management Team. The bid package includes sealed bond drawings, sealed special provisions, and an electronic file with final bid items and quantities. The bid package will also be accompanied by an electronic copy of the design in MicroStation, GEOPAK format. GEOPAK GPK files will also be submitted.

Task 21. Bidding Phase

a. *Attend Pre-Bid Meeting and respond to questions*

b. *Answer Design Questions*

c. *Addenda to be prepared by JPA Purchasing Representatives*

Task 22. Construction Phase

a. *Attend Pre-Construction Meeting*

b. *Review Shop Drawings and material submittals*

c. *Prepare Revision Sheets*

d. *Answer Design Questions and Consultation to clarify plans/specifications*

e. *Evaluate Substitute "or equal" Bids items as requeted by the Program Manager*

f. *Conduct Site Visits as requested by the Program Manager*

JPA Responsibilities

The JPA will supply the following information:

- ❑ Ownership records and title searches
- ❑ Tenant names (if known)
- ❑ Available water and sewer locations, size, and materials
- ❑ Copies of available reports
- ❑ Available drainage studies
- ❑ Available geotechnical reports
- ❑ Bench marks and horizontal control points

- ❑ Right-of-entry to private property for surveyors
- ❑ Available current and future traffic volumes and reports
- ❑ Available 3-year accident data
- ❑ Available plats of adjacent properties
- ❑ Current bid item listing

GENERAL INFORMATION

1. PLAN FORMAT

Two 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 Design Team for rectification. All submittals, except final submittal, shall be bound with post screws or staples. In addition to the paper copies, PDF's of the plans and Special Provisions will be submitted for all reviews.

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 Design Team 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 = 1000th
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 Design Team 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:

The Design Team will:

1. Plot cross-sections with the labeling of the sections on the right side of the sheet, label existing and design centerline elevations at their respective centerline, and offset distances 20 feet from the design centerline along the bottom of each sheet.

2. Plot cross-section on standard size sheets (same size as the plan and profile sheets).

3. Roadway cross-sections are to be plotted using a vertical and horizontal scale of 1" = 20'.

4. Plot the cross-sections with the stations progressing upward from the bottom to the top of the sheet.

5. Plot the original ground with a dashed line

6. Plot the design template with a solid line.

7. Label the cut and fill quantities for each section if cross-sections are used. If a site model is developed that is more accurate this information may be provided for information only.

8. Plot the right-of-way and easements on each cross-section.

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions
4. Condemnation plats (Tract Maps)

The first submittal (Ownership Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The second submittal (Appraisal/Negotiation Plans) will show the proposed right-of-way and easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway, as well as the additional right-of-way.

Due to the short duration of the design schedule for this project, the first and second right-of-way plan submittals will be combined into a single submittal to help expedite the process.

A summary sheet will be prepared showing the area of new right-of-way or acquisition needed from each tract along the project in square feet, along with a strip map showing the location of the tracts. Legal descriptions will be prepared for tracts needing additional right-of-way or easements.

The Design Team will make right-of-way design alterations as required by the JPA Project Management Team during negotiations. The revisions to the plans must be made within ten working days after the JPA Project Management Team requests the revision.

The right-of-way and easements will be staked for use by the JPA during negotiations. This activity should be coordinated between the Design Team and the JPA Project Management Team.

The PS&E plan submittal will show the right-of-way as acquired or as being acquired through eminent domain.

If needed, the Design Team will prepare right-of-way condemnation plats including legal description as requested by the JPA Project Management Team within ten working days of the request. Condemnation plats will be limited to four tracts

The final right-of-way plans will be submitted on 11” x 17” bond paper with the bid package and will be accompanied by an electronic copy of the design in MicroStation format.

Appendix A-2
Total Project Fee

USPS Parking Lot Reconstruction
City Project Number 870303

Task No.	Task Description		Fee Estimate
1	Project Management		$6,920.00
2	General Project Meetings		$3,000.00
3	Survey		$1,400.00
4	Utility Coordination		$798.00
5	Public Involvement		$2,432.00
6	Drainage Analysis		$1,988.00
7	Traffic		$4,680.00
8	First Submittal		$0.00
9	Geotechnical Evaluation		$0.00
10	Environmental / Historical Review		$0.00
11	Exist Water - Sanitary Relocates		$1,776.00
12	Structural / Bridge Design		$2,128.00
13	Water Main Design		$0.00
14	Wastewater Design		$0.00
15	Right-of-Way		$7,688.00
16	Landscape Design		$892.00
17	Second Submittal		$22,966.00
18	QA/QC		$1,620.00
19	Permit Applications		$3,928.00
20	PS&E Submittals		$7,344.00
21	Bidding Phase		$3,400.00
22	Construction Phase		$9,292.00
	Expenses		$11,500.00
		Total Project Cost	$93,752.00

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)

Overhead Rate : 0%

Profit : 0%

Personnel		Total Hr.	Salary $ Per Hr.	Labor Cost	Total Cost
Principal/Project Manager	P/PM	0	$180.00	$0	$0.00
Team Leader	TL	72	$162.00	$11,664	$11,664.00
Group Leader	GL	6	$148.00	$888	$888.00
Senior Engineer	SE	0	$155.00	$0	$0.00
Senior Project Engineer	SPE	226	$142.00	$32,092	$32,092.00
Project Engineer	PE	64	$115.00	$7,360	$7,360.00
Associate Engineer	AE	0	$98.00	$0	$0.00
Assistant Engineer	ASE	0	$85.00	$0	$0.00
Senior Scientist	SS	0	$120.00	$0	$0.00
Senior Project Scientist	SPS	0	$105.00	$0	$0.00
Project Scientist	PS	0	$90.00	$0	$0.00
Associate Scientist	ACS	0	$70.00	$0	$0.00
Assistant Scientist	AS	0	$60.00	$0	$0.00
Surveyor	SM	16	$80.00	$1,280	$1,280.00
Survey Crew Member (CM)	SCM	16	$55.00	$880	$880.00
Technical Manager	TM	56	$118.00	$6,608	$6,608.00
Design Technician	DT	0	$84.00	$0	$0.00
Senior Technician	ST	228	$80.00	$18,240	$18,240.00
Technicain	Tech	0	$71.00	$0	$0.00
Administrative Coordinator	AC	0	$70.00	$0	$0.00
Administrative Assistant	AA	54	$60.00	$3,240	$3,240.00
Expenses					**$11,500.00**
		738		**$82,252**	**$93,752.00**

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)		MILES	0.50		$0.00
Travel, mile (survey vehicle)	50	MILES	0.68		$34.00
USPS Agreement (Kent Seacrest)	1	L.S.	10000		$10,000.00
Half Size Plots (each)	1500	EA.	0.3		$450.00
Mylars, Half Size Plots (each)		EA.	4.5		$0.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	1016		$1,016.00
Geotechnical Borings and Report		L.S.			$0.00
			Sub Total		**$11,500.00**
Survey Expenses					
Public Involvement Expenses					
			Total		**$11,500.00**

MAN-HOUR ESTIMATE - USPS PARKING LOT RECONSTRUCTION/PROJECT NUMBER 870303

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
1	**Project Management**																												
	Project Management		20																			10	30	$3,840	$0	$3,840	$0	**$3,840.00**	
	Coordination with Others					8																	8	$1,136	$0	$1,136	$0	**$1,136.00**	
	Assistance with Developing USPS Agreement		8																				8	$1,296	$0	$1,296	$0	**$1,296.00**	
	Condemnation Hearings		4																				4	$648	$0	$648	$0	**$648.00**	
																													$6,920.00
2	**General Project Meetings**																												
	Progress Meetings																						0	$0	$0	$0	$0	**$0.00**	
	Review Meetings		4			4																	8	$1,216	$0	$1,216	$0	**$1,216.00**	
	Plan-in-Hand					4																	4	$568	$0	$568	$0	**$568.00**	
	Meetings with Appraisers/Negotiators		4			4																	8	$1,216	$0	$1,216	$0	**$1,216.00**	
																													$3,000.00
3	**Survey**																												
	Topographical Survey														8	8			4				20	$1,400	$0	$1,400	$0	**$1,400.00**	
	Base Map Preparation																						0	$0	$0	$0	$0	**$0.00**	
	Horizontal Control																						0	$0	$0	$0	$0	**$0.00**	
	Vertical Control																						0	$0	$0	$0	$0	**$0.00**	
	Locate Section Corners																						0	$0	$0	$0	$0	**$0.00**	
	Bench Level Run																						0	$0	$0	$0	$0	**$0.00**	
	Utility Locates																						0	$0	$0	$0	$0	**$0.00**	
																													$1,400.00
4	**Utility Coordination**																												
	Utility Location / Verification					2																	2	$284	$0	$284	$0	**$284.00**	
	Utility Plan Submittal						2																2	$230	$0	$230	$0	**$230.00**	
	Utility Review Meetings / Coordination					2																	2	$284	$0	$284	$0	**$284.00**	
																													$798.00
5	**Public Involvement**																												
	Public Involvement Planning Meetings																						0	$0	$0	$0	$0	**$0.00**	
	Public Involvement Plan																						0	$0	$0	$0	$0	**$0.00**	
	Database Development / Maintenance																						0	$0	$0	$0	$0	**$0.00**	
	Key Stakeholder Outreach																						0	$0	$0	$0	$0	**$0.00**	
	City Council (1 pre-council, 1 reg meeting)																						0	$0	$0	$0	$0	**$0.00**	
	Open Houses (2)																						0	$0	$0	$0	$0	**$0.00**	
	One-on-One, Small Group Meetings		8			8																	16	$2,432	$0	$2,432	$0	**$2,432.00**	
	Newsletters / Informational Materials																						0	$0	$0	$0	$0	**$0.00**	
	Web Site Development																						0	$0	$0	$0	$0	**$0.00**	
	Final PI Report / Documentation																						0	$0	$0	$0	$0	**$0.00**	
																													$2,432.00
6	**Drainage Analysis**																												
	Hydraulic / Hydrologic Analysis					10																	10	$1,420	$0	$1,420	$0	**$1,420.00**	
	Floodplain Study					2																	2	$284	$0	$284	$0	**$284.00**	
	Preliminary Drainage Studies					2																	2	$284	$0	$284	$0	**$284.00**	
																													$1,988.00
7	**Traffic**																												
	Traffic Data Collection																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Analysis																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Signal / ITS Design / Street Lighting						20												16				36	$3,580	$0	$3,580	$0	**$3,580.00**	
	Pavement Marking & Signing						4												8				12	$1,100	$0	$1,100	$0	**$1,100.00**	
																													$4,680.00
8	**First Submittal**																												
	Site Inspections																						0	$0	$0	$0	$0	**$0.00**	
	Preliminary Designs																						0	$0	$0	$0	$0	**$0.00**	
	Cover Sheet																						0	$0	$0	$0	$0	**$0.00**	
	Typical Section Sheets																						0	$0	$0	$0	$0	**$0.00**	
	General Notes Sheet																						0	$0	$0	$0	$0	**$0.00**	
	Horizontal/Vertical Control Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Geometric Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Site Grading Plan																						0	$0	$0	$0	$0	**$0.00**	
	Right-of-Way Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Roadway Cross-Section Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Preliminary Construction Phasing																						0	$0	$0	$0	$0	**$0.00**	
	Cost Estimates																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
9	**Geotechnical Investigation**																												
	Data Research																						0	$0	$0	$0	$0	**$0.00**	
	Design Recommendations																						0	$0	$0	$0	$0	**$0.00**	
	Geotechnical Report																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
10	**Environmental/Historical Review**																												
	NEPA Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Noise Study																						0	$0	$0	$0	$0	**$0.00**	
	Hazardous Material Review																						0	$0	$0	$0	$0	**$0.00**	
	Wetlands and Habitat Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Wetland Permitting																						0	$0	$0	$0	$0	**$0.00**	
	Historical / Archeological Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Impacts to Misc. Environmental Resources																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Draft Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Endangered Species Review																						0	$0	$0	$0	$0	**$0.00**	
	Public Land Impacts (4F or 6F)																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
11	**Water Main/Wastewater Relocation**																												
	Water Main/Wastewater Relocation					8													8				16	$1,776	$0	$1,776	$0	**$1,776.00**	
																													$1,776.00

MAN-HOUR ESTIMATE - USPS PARKING LOT RECONSTRUCTION/PROJECT NUMBER 870303

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
12	**Structural Design**																												
	Box Culvert Design and Plan Preparation																						0	$0	$0	$0	$0	**$0.00**	
	Lighting																						0	$0	$0	$0	$0	**$0.00**	
	Retaining Wall					4	8												8				20	$2,128	$0	$2,128	$0	**$2,128.00**	
	De-Icing System																						0	$0	$0	$0	$0	**$0.00**	
																													$2,128.00
13	**Water Main Design**																												
	Horizontal Alignment																						0	$0	$0	$0	$0	**$0.00**	
	Vertical Alignment																						0	$0	$0	$0	$0	**$0.00**	
	Detail Drawings																						0	$0	$0	$0	$0	**$0.00**	
	Utility Conflict Verification and Resolution																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
14	**Wastewater Design**																												
	Horizontal Alignment																						0	$0	$0	$0	$0	**$0.00**	
	Vertical Alignment																						0	$0	$0	$0	$0	**$0.00**	
	Detail Drawings																						0	$0	$0	$0	$0	**$0.00**	
	Utility Conflict Verification and Resolution																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
15	**Right-of-Way**																												
	Right-of-Way Plans																44						44	$5,192	$0	$5,192	$0	**$5,192.00**	
	Legal Descriptions																12						12	$1,416	$0	$1,416	$0	**$1,416.00**	
	Stake Right-of-Way														8	8							16	$1,080	$0	$1,080	$0	**$1,080.00**	
																													$7,688.00
16	**Landscape Design**																												
	Landscape Design		2			4																	6	$892	$0	$892	$0	**$892.00**	
																													$892.00
17	**Second Submittal**																												
	Second Submittal Design																						0	$0	$0	$0	$0	**$0.00**	
	Cover Sheet					1													4				5	$462	$0	$462	$0	**$462.00**	
	Summary of Quantities Sheet					1													4				5	$462	$0	$462	$0	**$462.00**	
	Typical Section Sheets					2													4				6	$604	$0	$604	$0	**$604.00**	
	General Notes Sheet					1													4				5	$462	$0	$462	$0	**$462.00**	
	Detail Sheets					2													8				10	$924	$0	$924	$0	**$924.00**	
	Horizontal/Vertical Control Sheets					2													8				10	$924	$0	$924	$0	**$924.00**	
	Construction Phasing					8													16				24	$2,416	$0	$2,416	$0	**$2,416.00**	
	Traffic Control Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Geometric Sheets					16													24				40	$4,192	$0	$4,192	$0	**$4,192.00**	
	Joints and Grades Sheets					8													8				16	$1,776	$0	$1,776	$0	**$1,776.00**	
	Grading Plan						8												8				16	$1,560	$0	$1,560	$0	**$1,560.00**	
	Construction Sheets					3													8				11	$1,066	$0	$1,066	$0	**$1,066.00**	
	Removal Sheets					3													8				11	$1,066	$0	$1,066	$0	**$1,066.00**	
	Retaining Wall Plan and Profile Sheets					3													8				11	$1,066	$0	$1,066	$0	**$1,066.00**	
	Retaining Wall Details					3													8				11	$1,066	$0	$1,066	$0	**$1,066.00**	
	Storm Drainage Plan and Profile Sheets					3													10				13	$1,226	$0	$1,226	$0	**$1,226.00**	
	Culvert/Channel Cross-Section Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Sediment and Erosion Control Sheets					3													8				11	$1,066	$0	$1,066	$0	**$1,066.00**	
	Wastewater Plan and Profile Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Water Main Plan and Profile Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Signal Plan Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Pavement Marking & Signing Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Lighting Plan Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Landscaping Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Right-of-Way Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Roadway Cross-Section Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Cost Estimates					6													8				14	$1,492	$0	$1,492	$0	**$1,492.00**	
	Special Provisions					8																	8	$1,136	$0	$1,136	$0	**$1,136.00**	
																													$22,966.00
18	**QA/QC**																												
	Plan Review		10																				10	$1,620	$0	$1,620	$0	**$1,620.00**	
																													$1,620.00
19	**Permit Applications**																												
	404 Permit																						0	$0	$0	$0	$0	**$0.00**	
	Floodplain Permit			6																		4	10	$1,128	$0	$1,128	$0	**$1,128.00**	
	SWPPP						12															12	24	$2,100	$0	$2,100	$0	**$2,100.00**	
	NPDES Permit						4															4	8	$700	$0	$700	$0	**$700.00**	
	Railroad Permit																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Insurance																						0	$0	$0	$0	$0	**$0.00**	
	NDOR Use of Right of Way Permit																						0	$0	$0	$0	$0	**$0.00**	
	NDOR Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Utility Permit																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Inter-local Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Nebraska Dept. of Environmental Quality																						0	$0	$0	$0	$0	**$0.00**	
	City/County Health Dept. Noise Permit																						0	$0	$0	$0	$0	**$0.00**	
																													$3,928.00
20	**PS&E Submittals**																												
	Draft PS&E Submittal		4			16													16			8	44	$4,680	$0	$4,680	$0	**$4,680.00**	
	Final PS&E Submittal		4			8													8			4	24	$2,664	$0	$2,664	$0	**$2,664.00**	
																													$7,344.00
21	**Bidding Phase**																												
	Attend Pre-Bid Meeting																						0	$0	$0	$0	$0	**$0.00**	
	Answer Design Questions		2			8																	10	$1,460	$0	$1,460	$0	**$1,460.00**	
	Prepare Addenda		2			8																8	18	$1,940	$0	$1,940	$0	**$1,940.00**	
																													$3,400.00

MAN-HOUR ESTIMATE - USPS PARKING LOT RECONSTRUCTION/PROJECT NUMBER 870303

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
22	**Construction Phase**																												
	Attend Pre-Construction Meeting					3													2			2	7	$706	$0	$706	$0	**$706.00**	
	Review Shop Drawings						4															2	6	$580	$0	$580	$0	**$580.00**	
	Prepare Change Orders																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Revision Sheets					6													12				18	$1,812	$0	$1,812	$0	**$1,812.00**	
	Answer Design Questions					32																	32	$4,544	$0	$4,544	$0	**$4,544.00**	
	Evaluate substitute "or equal" bids						2																2	$230	$0	$230	$0	**$230.00**	
	Conduct Site Visits (5 visits)					10																	10	$1,420	$0	$1,420	$0	**$1,420.00**	
	Review and Certify Pay Requests																						0	$0	$0	$0	$0	**$0.00**	
																													$9,292.00
	Total Manhours	0	72	6	0	226	64	0	0	0	0	0	0	0	16	16	56	0	228	0	0	54	738						
	Total	$0	$11,664	$888	$0	$32,092	$7,360	$0	$0	$0	$0	$0	$0	$0	$1,280	$880	$6,608	$0	$18,240	$0	$0	$3,240	$82,252	$82,252	$0	$82,252	$0	**$82,252.00**	
	Total Labor, OH & Profit	$0	$11,664	$888	$0	$32,092	$7,360	$0	$0	$0	$0	$0	$0	$0	$1,280	$880	$6,608	$0	$18,240	$0	$0	$3,240						**$82,252.00**	

APPENDIX A-3
Scope of Services

HAYMARKET INFRASTRUCTURE PROJECT
10TH AND SALT CREEK ROADWAY IMPROVEMENTS

JPA Project Number 870304

General Description of Scope of Services

This scope of services generally includes services related to the preliminary and final design of the 10th and Salt Creek Roadway improvements. This would include design of the proposed double roundabouts at the intersection of Salt Creek Roadway, 10th Street, Stadium Drive and Arena Drive along with construction of a portion of Arena Drive between 10th and 8th Streets and the design for the construction of 8th Street between Arena Drive and "T" Street. As part of the preliminary design work a conceptual study will be completed to review and evaluate the possibility of constructing a pedestrian grade separation structure across 10th Street near "T" Street. Alternatives for the pedestrian grade separation shall include both overpass and underpass structures.

The following are the task items that are included as part of the scope of services for the 10th and Salt Creek Roadway Improvements.

Task 1. Project Management

a. Project Management

The Design Team Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the design team for this project. This work will include providing regular progress reports to support invoicing and updates on design schedule. Project Management efforts will follow appropriate guidance as given in the City of Lincoln's website "Guiding Principles and Procedures (GP&P)"

b. Coordination with Others

The Design Team 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 includes coordination with the right-of-way appraisers and acquisition staff for the project. This work item does not include coordination with utilities which is covered in Task 4 of this scope of services.

c. Design Memorandum

Using the City of Lincoln's design memorandum outline, the Design Team will prepare a design memorandum with project criteria and design standard information for submittal and agreement by the Program Manager and the JPA Project Management Team.

d. Condemnation Hearings

The Design Team Project Manager will, at the request of the JPA Project Management Team, attend all condemnation hearings. This scope estimates 2 hearings will be attended.

Task 2. Project Specific Meetings

a. Progress Meetings

The Design Team Project Manager and appropriate design staff will schedule and attend progress meetings for this individual project. The Design Team will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. This scope estimates 3 progress meetings.

b. Review Meetings

The Design Team Project Manager will schedule and attend review meetings to receive the JPA's review comments from the first and second submittals.

c. Plan-in-Hand

The Design Team will schedule and attend a plan-in-hand meeting. This meeting is to be held following the review period of the first submittal.

d. Coordination Meetings with ROW Appraisals and Acquisition

The Design Team will schedule and meet with project appraisers and acquisition staff to review the right-of-way needs and impacts at existing properties. The scope estimates 6 meetings for ROW appraisal and acquisition activities.

TASK 3. Survey

a. Supplemental Field Survey

The Design Team will perform the necessary supplemental field survey that is identified during the design of the project to supplement the existing topographic ground survey. This will include hard elevations at tie-in points, additional flowline or utility locations not included with the original survey, topographic features not included with the initial survey and hard elevations at other critical locations as determined during the design process.

TASK 4. Utility Coordination

a. Utility Location/Verification

The Design Team shall identify and verify with Utility Companies major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., at the earliest possible time. The Design Team, Program Manager and the JPA Project Management Team will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Design Team will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation. The Design Team will work with the affected Utility Companies to determine the best strategies for relocations and potential mitigation strategies that may be implemented to ensure that the project schedule is not adversely impacted.

Critical utilities identified as part of this project for early coordination are a 115 kV LES overhead electrical line and Black Hills Energy natural gas pipeline.

b. Utility Plan Submittal

At each JPA review submittal, the plans will be distributed by the Design Team to public and private utilities for comment.

c. Utility Review Meetings/Coordination

The Design Team shall schedule utility review meetings to coincide with a regular project progress meeting or JPA review meeting. The Design Team shall include time for coordination via the phone and one-on-one meetings with affected utilities as necessary to maintain the accelerated schedule for the design and construction of the project.

Task 5. Public Involvement

a. One-on-One, Small Group Meetings (6 Meetings)

The Design Team will meet with individuals or key stakeholders who may be significantly affected by the project. This will include one-on-one meetings with representatives of the property owners adjacent to the project, the University of Nebraska and the UNL Alumni Association in regard to work at the UNL Champions Club. The Design Team shall will notify the Program Manager of all proposed stakeholder meetings and invite the Program Manager to the meetings.

Task 6. Drainage Analysis

a. Hydraulic/Hydrologic Analysis

The Design Team shall design open and closed drainage systems in accordance with the most current edition of the City of Lincoln Drainage Criteria Manual, or as directed by the Watershed Management Division. Design of drainage systems shall be established to prevent diversion of flow or run-off from the roadways onto the BNSF property.

b. Floodplain Study

The Design Team shall coordinate with Watershed Management when designing items or fill within the flood plain. The design shall be in accordance with the stormwater requirements for the project.

c. Preliminary Drainage Studies

The Design Team shall review available drainage studies, identify overland flow paths and sumps. At the request of the JPA Project Management Team, hydraulic design calculations will be submitted for review.

Task 7. Traffic

a. Traffic Analysis at Roundabouts

The Design Team will analyze the geometrics and perform an operational review of the proposed double roundabouts. This work will be completed by Ourston Roundabout Engineering. This work shall include:

- An operational analysis using ARCADY7 to verify capacity for peak hours as well as events
- One VISSIM Traffic Simulation
- Performance of a Preliminary Design Optimization Review
- Safety Audit and Evaluation using ARCADY design software
- Final Design Review of geometrics, horizontal, vertical alignments, signing and striping

b. ITS Design / Street Lighting

For purposes of future ITS systems, 4" Conduit shall be placed along the length of the project. This work will be coordinated with the overall design for the permanent changeable message signs and monitoring cameras that will be designed in conjunction with this project.

Lighting will be designed by Lincoln Electric Systems (LES) after the Design Team supplies LES with electronic files. The Design Team will draft the lighting plans based on LES design.

c. Pavement Marking & Signing

The Design Team shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.

Task 8. First Submittal

a. Site Inspections (Estimated 2 Visits)

b. Prepare Alternatives

The Design Team will evaluate possible alternatives for design of the roundabouts including but not limited to: horizontal and vertical alignment, roundabout geometrics, configuration of intersections, median width(s), reconstruction alternatives at the Champions Club, and bike trail and sidewalk locations.

This work shall also include development of conceptual plans and cost estimates for a pedestrian grade separation structure across 10th Street near "T" Street to provide either an underpass or overpass crossing to connect the UNL campus area with the Haymarket. This work shall also include location of bike path/sidewalks to connect with the existing and proposed sidewalks/bike paths within the Haymarket. This work shall be completed early on in the design process and before the first submittal to allow the JPA Project Management Team and Program Manager to review the study so that a decision can be made as on whether or not to include the grade separation with the project.

c. Preliminary Designs

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. Plan sheets to be included in the first submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets
- Right-of-Way Sheets
  - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets

d. Preliminary Construction Phasing

The Design Team shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal.

e. Cost Estimates

The Design Team shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering.

Task 9. Geotechnical Evaluation

a. Design Recommendations

The Design Team shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing retaining walls and to evaluate potential impacts of excavation at the roundabouts adjacent to the existing MSE wall system. This work shall include a design recommendations and/or provisions that will need to be incorporated into the project

Task 10. Environmental / Historical Review

Environmental or Historic Review work is not included as part of this Project.

Task 11. Existing Water Main or Wastewater Relocation

The Design Team shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor relocates involving a public utility due to an improvement project not initiated by the specific utility section, including coordination with the Fire Chief regarding the relocation/new construction of fire hydrants.

Task 12. Structural Design

a. Retaining Wall

The Design Team shall investigate various retaining wall designs and recommend a wall type for use at the Champions Club and at the roundabout construction to protect the existing MSE wall system at the 10th Street Bridge. Example retaining wall options include modular block walls, “stone-strong” walls, and cast-in-place walls. The Design Team shall also review shop drawing submittals and answer design questions during construction. The Design Team shall prepare retaining wall profiles for each wall along the project. This scope of services assumes all retaining walls are cast-in-place walls and the Design Team is responsible for all design and details associated with the cast-in-place walls.

The Design Team shall investigate the soil types for retaining walls. (See Task 9 Geotechnical Evaluation)

Task 13. New / Replacement Water Main Design

a. New Water Mains

The Design Team shall prepare the necessary designs to construct a segment of the proposed new water main along Arena Drive to connect to existing water mains at 10th and Salt Creek

Roadway. The design shall be developed in accordance with the requirements of the Lincoln Water System (LWS) and the preliminary and final designs shall be submitted to LWS for review and approvals.

Task 14. New / Replacement Wastewater Design

New/Replacement Wastewater Design is not included in this scope of work.

Task 15. Right-of-Way

a. Right-of-Way Plans

The Design Team will determine the easements (temporary and permanent) and right-of-way required to construct the project. Temporary construction easements will be acquired in cut and fill areas outside the proposed right-of-way acquisition. Temporary construction easements will be acquired to construct driveways or make improvements to personal property beyond the existing or proposed right of way. Existing property corners/property lines will be tied into the County Grid System and Title Research as provided by the JPA will be used by the Design Team to determine the existing right-of-way and to design the easements and additional right-of-way needed to construct the project.

It is estimated there will be three tracts associated with this project. Three tracts are estimated to need revisions due to property owner negotiations.

b. Legal Descriptions

The Design Team will prepare legal descriptions for the temporary and permanent easements and new right-of-way to be acquired.

c. Stake Right-of-Way

The Design Team will stake corners of right-of-way to be acquired and the corners of easements required to construct the project. It is estimated all of the tracts will be staked once and three tracts will be re-staked due to property owner negotiations.

Task 16. Streetscape and Landscape Design

a. Coordination with Project Streetscape Design

The Design Team will coordinate with the Streetscape team to identify potential streetscape enhancements that may be incorporated into this project to tie in with the overall streetscape scheme that will be developed for the project. It is anticipated that this will be limited to aesthetic design for retaining walls and railings, raised pavement aprons at the roundabouts and identification of locations for future streetscape futures that may be constructed under a future project.

b. Landscape Design

The Design Team will develop preliminary and final design plans and special provisions for landscaping at the roundabouts and areas adjacent to the approach roadways.

Task 17. Second Submittal

a. Second Submittal Design

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. All sheets that will be included in the PS&E plan set will be included in the second submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Traffic Detour Sheets
- Geometric Sheets
- Joints and Grades Sheets
- Roadway Plan and Profile Sheets
- Construction Sheets
- Removal Sheets
- Retaining Wall Plan and Profile Sheets
- Retaining Wall Details
- Storm Drainage Plan and Profile Sheets
- Sediment and Erosion Control Sheets
- Water Main Plan and Profile Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- Landscaping Plan Sheets
- Right-of-Way/Property Plat Sheets
- Roadway Cross-Section Sheets or Site Grading Plan

b. Cost Estimates

The Design Team 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.

c. Special Provisions

The Design Team will submit Special Provisions with the second submittal.

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

The Design Team will give a copy of their QA / QC plan to the Program Manager and the JPA Project Management Team at the start of the project. The Design Team will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA / QC aspects.

Task 19. Permit Applications / Agreements

The Design Team shall prepare and submit on behalf of the JPA the following permits, agreements, certifications, and forms. The Design Team shall copy the Program Manager and JPA Project Management Team on all applications being submitted.

- ❑ Floodplain Permit
- ❑ SWPPP - NPDES Permit
- ❑ NDOR Use of Right of Way Permit (if applicable for crossing under I-180)

Task 20. PS&E Submittals

a. *Draft PS&E Submittal*

The Design Team shall submit a draft PS&E package to the JPA Project Management Team for final review. The package will include the plan set, special provisions, and a total project cost estimate. The Design Team 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.

b. *Final PS&E Submittal*

Upon incorporating review comments into the plan set and special provisions, the Design Team shall prepare and submit all drawings, special provisions, and an updated total project cost estimate to the JPA Project Management Team for the final PS&E review. Upon JPA acceptance of the PS&E plans, the Design Team shall submit the bid package to the JPA Project Management Team. The bid package includes sealed bond drawings, sealed special provisions, and an electronic file with final bid items and quantities. The bid package will also be accompanied by an electronic copy of the design in MicroStation, GEOPAK format. GEOPAK GPK files will also be submitted.

Task 21. Bidding Phase

a. *Attend Pre-Bid Meeting and answer questions*

b. *Answer Design Questions*

c. *Addenda to be prepare by JPA Purchasing Representatives*

Task 22. Construction Phase

a. *Attend Pre-Construction Meeting*

b. *Review Shop Drawings and material submittals*

c. *Prepare Revision Sheets*

d. *Answer Design Questions and Consultation to clarify plans/specifications*

e. *Evaluate Substitute "or equal" Bids items as requeted by the Program Manager*

f. *Conduct Site Visits as requested by the Program Manager*

JPA Responsibilities

The JPA will supply the following information:

- ❑ Ownership records and title searches
- ❑ Tenant names (if known)
- ❑ Available water and sewer locations, size, and materials
- ❑ Copies of available reports
- ❑ Available drainage studies
- ❑ Available geotechnical reports
- ❑ Bench marks and horizontal control points
- ❑ Right-of-entry to private property for surveyors
- ❑ Available current and future traffic volumes and reports
- ❑ Available 3-year accident data
- ❑ Available plats of adjacent properties
- ❑ Current bid item listing

GENERAL INFORMATION

1. PLAN FORMAT

Two 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 Design Team for rectification. All submittals, except final submittal, shall be bound with post screws or staples. In addition to the paper copies, PDF's of the plans and Special Provisions will be submitted for all reviews.

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 Design Team 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 = 1000th
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 Design Team 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
8. Intersection Sight Distance Study for all side streets along the main roadway.

Cross-sections:

The Design Team will:

1. Plot cross-sections with the labeling of the sections on the right side of the sheet, label existing and design centerline elevations at their respective centerline, and offset distances 20 feet from the design centerline along the bottom of each sheet.

2. Plot cross-section on standard size sheets (same size as the plan and profile sheets).

3. Roadway cross-sections are to be plotted using a vertical and horizontal scale of 1" = 20'.

4. Plot the cross-sections with the stations progressing upward from the bottom to the top of the sheet.

5. Plot the original ground with a dashed line

6. Plot the design template with a solid line.

7. Label the cut and fill quantities for each section if cross-sections are used. If a site model is developed that is more accurate this information may be provided for information only.

8. Plot the right-of-way and easements on each cross-section.

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions
4. Condemnation plats (Tract Maps)

The first submittal (Ownership Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The second submittal (Appraisal/Negotiation Plans) will show the proposed right-of-way and easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway, as well as the additional right-of-way.

Due to the short duration of the design schedule for this project, the first and second right-of-way plan submittals will be combined into a single submittal to help expedite the process.

A summary sheet will be prepared showing the area of new right-of-way or acquisition needed from each tract along the project in square feet, along with a strip map showing the location of the tracts. Legal descriptions will be prepared for tracts needing additional right-of-way or easements.

The Design Team will make right-of-way design alterations as required by the JPA Project Management Team during negotiations. The revisions to the plans must be made within ten working days after the JPA Project Management Team requests the revision.

The right-of-way and easements will be staked for use by the JPA during negotiations. This activity should be coordinated between the Design Team and the JPA Project Management Team.

The PS&E plan submittal will show the right-of-way as acquired or as being acquired through eminent domain.

If needed, the Design Team will prepare right-of-way condemnation plats including legal description as requested by the JPA Project Management Team within ten working days of the request. Condemnation plats will be limited to two tracts

The final right-of-way plans will be submitted on 11” x 17” bond paper with the bid package and will be accompanied by an electronic copy of the design in MicroStation format.

Appendix A-3
Total Project Fee

10th and Salt Creek Roadway Improvements
City Project Number 870304

Task No.	Task Description		Fee Estimate
1	Project Management		$11,778.00
2	General Project Meetings		$8,086.00
3	Survey		$5,064.00
4	Utility Coordniation		$6,112.00
5	Public Involvement		$5,718.00
6	Drainage Analysis		$4,370.00
7	Traffic		$16,240.00
8	First Submittal		$70,938.00
9	Geotechnical Evaluation		$4,320.00
10	Environmental / Historical Review		$0.00
11	Exist Water - Sanitary Relocates		$3,760.00
12	Structural / Bridge Design		$5,140.00
13	Water Main Design		$8,260.00
14	Wastewater Design		$0.00
15	Right-of-Way		$12,340.00
16	Landscape Design		$8,736.00
17	Second Submittal		$70,090.00
18	QA/QC		$2,592.00
19	Permit Applications		$5,292.00
20	PS&E Submittals		$8,520.00
21	Bidding Phase		$7,400.00
22	Construction Phase		$17,637.00
	Expenses		$48,500.00
		Total Project Cost	$330,893.00

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)

Overhead Rate : 0%

Profit : 0%

Personnel		Total Hr.	Salary $ Per Hr.	Labor Cost	Total Cost
Principal/Project Manager	P/PM	0	$180.00	$0	$0.00
Team Leader	TL	106	$162.00	$17,172	$17,172.00
Group Leader	GL	14	$148.00	$2,072	$2,072.00
Senior Engineer	SE	16	$155.00	$2,480	$2,480.00
Senior Project Engineer	SPE	405	$142.00	$57,510	$57,510.00
Project Engineer	PE	1041	$115.00	$119,715	$119,715.00
Associate Engineer	AE	0	$98.00	$0	$0.00
Assistant Engineer	ASE	0	$85.00	$0	$0.00
Senior Scientist	SS	0	$120.00	$0	$0.00
Senior Project Scientist	SPS	0	$105.00	$0	$0.00
Project Scientist	PS	0	$90.00	$0	$0.00
Associate Scientist	ACS	0	$70.00	$0	$0.00
Assistant Scientist	AS	0	$60.00	$0	$0.00
Surveyor	SM	28	$80.00	$2,240	$2,240.00
Survey Crew Member (CM)	SCM	28	$55.00	$1,540	$1,540.00
Technical Manager	TM	100	$118.00	$11,800	$11,800.00
Design Technician	DT	36	$84.00	$3,024	$3,024.00
Senior Technician	ST	718	$80.00	$57,440	$57,440.00
Technicain	Tech	40	$71.00	$2,840	$2,840.00
Administrative Coordinator	AC	0	$70.00	$0	$0.00
Administrative Assistant	AA	76	$60.00	$4,560	$4,560.00
Expenses					**$48,500.00**
		2608		**$282,393**	**$330,893.00**

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)		MILES	0.50		$0.00
Travel, mile (survey vehicle)	50	MILES	0.68		$34.00
Subconsultant - Ourston Roundabout (lump sum)	1	L.S.	45795		$45,795.00
Half Size Plots (each)	3600	EA.	0.3		$1,080.00
Mylars, Half Size Plots (each)		EA.	4.5		$0.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	1591		$1,591.00
Geotechnical Borings and Report		L.S.			$0.00
			Sub Total		**$48,500.00**
Survey Expenses					
Public Involvement Expenses					
			Total		**$48,500.00**

MAN-HOUR ESTIMATE - 10TH AND SALT CREEK ROADWAY IMPROVEMENTS/PROJECT NUMBER 870304

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
1	**Project Management**																												
	Project Management		40																			20	60	$7,680	$0	$7,680	$0	**$7,680.00**	
	Coordination with Others					16																	16	$2,272	$0	$2,272	$0	**$2,272.00**	
	Design Memorandum						6																6	$690	$0	$690	$0	**$690.00**	
	Condemnation Hearings					8																	8	$1,136	$0	$1,136	$0	**$1,136.00**	
																													$11,778.00
2	**General Project Meetings**																												
	Progress Meetings					12	12																24	$3,084	$0	$3,084	$0	**$3,084.00**	
	Review Meetings					6	6																12	$1,542	$0	$1,542	$0	**$1,542.00**	
	Plan-in-Hand					4	4																8	$1,028	$0	$1,028	$0	**$1,028.00**	
	Meetings with Appraiser & Acquisition Staff		8			8																	16	$2,432	$0	$2,432	$0	**$2,432.00**	
																													$8,086.00
3	**Survey**																												
	Topographical Survey			8											24	24			8				64	$5,064	$0	$5,064	$0	**$5,064.00**	
	Base Map Preparation																						0	$0	$0	$0	$0	**$0.00**	
	Horizontal Control																						0	$0	$0	$0	$0	**$0.00**	
	Vertical Control																						0	$0	$0	$0	$0	**$0.00**	
	Locate Section Corners																						0	$0	$0	$0	$0	**$0.00**	
	Bench Level Run																						0	$0	$0	$0	$0	**$0.00**	
	Utility Locates																						0	$0	$0	$0	$0	**$0.00**	
																													$5,064.00
4	**Utility Coordination**																												
	Utility Location / Verification						8																8	$920	$0	$920	$0	**$920.00**	
	Utility Plan Submittal						8																8	$920	$0	$920	$0	**$920.00**	
	Utility Review Meetings / Coordination		8			8	16																32	$4,272	$0	$4,272	$0	**$4,272.00**	
																													$6,112.00
5	**Public Involvement**																												
	Public Involvement Planning Meetings																						0	$0	$0	$0	$0	**$0.00**	
	Public Involvement Plan																						0	$0	$0	$0	$0	**$0.00**	
	Database Development / Maintenance																						0	$0	$0	$0	$0	**$0.00**	
	Key Stakeholder Outreach																						0	$0	$0	$0	$0	**$0.00**	
	City Council (1 pre-council, 1 reg meeting)																						0	$0	$0	$0	$0	**$0.00**	
	Open Houses (2)																						0	$0	$0	$0	$0	**$0.00**	
	One-on-One, Small Group Meetings		12			12	18																42	$5,718	$0	$5,718	$0	**$5,718.00**	
	Newsletters / Informational Materials																						0	$0	$0	$0	$0	**$0.00**	
	Web Site Development																						0	$0	$0	$0	$0	**$0.00**	
	Final PI Report / Documentation																						0	$0	$0	$0	$0	**$0.00**	
																													$5,718.00
6	**Drainage Analysis**																												
	Hydraulic / Hydrologic Analysis						30																30	$3,450	$0	$3,450	$0	**$3,450.00**	
	Floodplain Study						4																4	$460	$0	$460	$0	**$460.00**	
	Preliminary Drainage Studies						4																4	$460	$0	$460	$0	**$460.00**	
																													$4,370.00
7	**Traffic**																												
	Traffic Data Collection																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Analysis																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Signal / ITS Design / Street Lighting						24												32				56	$5,320	$0	$5,320	$0	**$5,320.00**	
	Pavement Marking & Signing						56												56				112	$10,920	$0	$10,920	$0	**$10,920.00**	
																													$16,240.00
8	**First Submittal**																												
	Site Inspections					4	4																8	$1,028	$0	$1,028	$0	**$1,028.00**	
	Prepare Alternatives		8			120	120												40				288	$35,336	$0	$35,336	$0	**$35,336.00**	
	Preliminary Designs																						0	$0	$0	$0	$0	**$0.00**	
	Cover Sheet						2												4				6	$550	$0	$550	$0	**$550.00**	
	Typical Section Sheets						2												8				10	$870	$0	$870	$0	**$870.00**	
	General Notes Sheet						2												8				10	$870	$0	$870	$0	**$870.00**	
	Horizontal/Vertical Control Sheets						4												16				20	$1,740	$0	$1,740	$0	**$1,740.00**	
	Geometric Sheets					16	40												30				86	$9,272	$0	$9,272	$0	**$9,272.00**	
	Roadway Plan and Profile Sheets					16	40												20				76	$8,472	$0	$8,472	$0	**$8,472.00**	
	Right-of-Way Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Roadway Cross-Sections/Site Grading Plan					16	40												40				96	$10,072	$0	$10,072	$0	**$10,072.00**	
	Preliminary Construction Phasing					2	8																10	$1,204	$0	$1,204	$0	**$1,204.00**	
	Cost Estimates					2	8												4				14	$1,524	$0	$1,524	$0	**$1,524.00**	
																													$70,938.00
9	**Geotechnical Investigation**																												
	Data Research				8																		8	$1,240	$0	$1,240	$0	**$1,240.00**	
	Design Recommendations				8		16																24	$3,080	$0	$3,080	$0	**$3,080.00**	
	Geotechnical Report																						0	$0	$0	$0	$0	**$0.00**	
																													$4,320.00
10	**Environmental/Historical Review**																												
	NEPA Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Noise Study																						0	$0	$0	$0	$0	**$0.00**	
	Hazardous Material Review																						0	$0	$0	$0	$0	**$0.00**	
	Wetlands and Habitat Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Wetland Permitting																						0	$0	$0	$0	$0	**$0.00**	
	Historical / Archeological Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Impacts to Misc. Environmental Resources																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Draft Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Endangered Species Review																						0	$0	$0	$0	$0	**$0.00**	
	Public Land Impacts (4F or 6F)																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
11	**Water Main/Wastewater Relocation**																												
	Water Main/Wastewater Relocation						16												24				40	$3,760	$0	$3,760	$0	**$3,760.00**	
																													$3,760.00

MAN-HOUR ESTIMATE - 10TH AND SALT CREEK ROADWAY IMPROVEMENTS/PROJECT NUMBER 870304

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
12	**Structural Design**																												
	Retaining Wall					20	20																40	$5,140	$0	$5,140	$0	**$5,140.00**	
																													$5,140.00
13	**Water Main Design**																												
	Horizontal Alignment						12																12	$1,380	$0	$1,380	$0	**$1,380.00**	
	Vertical Alignment						12																12	$1,380	$0	$1,380	$0	**$1,380.00**	
	Detail Drawings						12												40				52	$4,580	$0	$4,580	$0	**$4,580.00**	
	Utility Conflict Verification and Resolution						8																8	$920	$0	$920	$0	**$920.00**	
																													$8,260.00
14	**Wastewater Design**																												
	Horizontal Alignment																						0	$0	$0	$0	$0	**$0.00**	
	Vertical Alignment																						0	$0	$0	$0	$0	**$0.00**	
	Detail Drawings																						0	$0	$0	$0	$0	**$0.00**	
	Utility Conflict Verification and Resolution																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
15	**Right-of-Way**																												
	Right-of-Way Plans																72						72	$8,496	$0	$8,496	$0	**$8,496.00**	
	Legal Descriptions																28						28	$3,304	$0	$3,304	$0	**$3,304.00**	
	Stake Right-of-Way														4	4							8	$540	$0	$540	$0	**$540.00**	
																													$12,340.00
16	**Landscape Design**																												
	Landscape Design		**8**				**40**													40			88	$8,736	$0	$8,736	$0	**$8,736.00**	
																													$8,736.00
17	**Second Submittal**																												
	Second Submittal Design																						0	$0	$0	$0	$0	**$0.00**	
	Cover Sheet						2												2				4	$390	$0	$390	$0	**$390.00**	
	Summary of Quantities Sheet						2												8				10	$870	$0	$870	$0	**$870.00**	
	Typical Section Sheets						2												8				10	$870	$0	$870	$0	**$870.00**	
	General Notes Sheet						2												2				4	$390	$0	$390	$0	**$390.00**	
	Detail Sheets						4												12				16	$1,420	$0	$1,420	$0	**$1,420.00**	
	Horizontal/Vertical Control Sheets						2												4				6	$550	$0	$550	$0	**$550.00**	
	Construction Phasing						8												8				16	$1,560	$0	$1,560	$0	**$1,560.00**	
	Traffic Control Sheets						8												12				20	$1,880	$0	$1,880	$0	**$1,880.00**	
	Geometric Sheets					8	16												24				48	$4,896	$0	$4,896	$0	**$4,896.00**	
	Joints and Grades Sheets					8	16												16				40	$4,256	$0	$4,256	$0	**$4,256.00**	
	Roadway Plan and Profile Sheets					4	16												24				44	$4,328	$0	$4,328	$0	**$4,328.00**	
	Construction Sheets					4	16												16				36	$3,688	$0	$3,688	$0	**$3,688.00**	
	Removal Sheets					4	16												16				36	$3,688	$0	$3,688	$0	**$3,688.00**	
	Retaining Wall Plan and Profile Sheets						12												20				32	$2,980	$0	$2,980	$0	**$2,980.00**	
	Retaining Wall Details						12												12				24	$2,340	$0	$2,340	$0	**$2,340.00**	
	Storm Drainage Plan and Profile Sheets						16												40				56	$5,040	$0	$5,040	$0	**$5,040.00**	
	Culvert/Channel Cross-Section Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Sediment and Erosion Control Sheets						16												28				44	$4,080	$0	$4,080	$0	**$4,080.00**	
	Wastewater Plan and Profile Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Water Main Plan and Profile Sheets					16	32												48				96	$9,792	$0	$9,792	$0	**$9,792.00**	
	Traffic Signal Plan Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Pavement Marking & Signing Sheets						24												32				56	$5,320	$0	$5,320	$0	**$5,320.00**	
	Lighting Plan Sheets						12												28				40	$3,620	$0	$3,620	$0	**$3,620.00**	
	Landscaping Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Right-of-Way Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Roadway Cross-Section/Site Grading Plan					8	24																32	$3,896	$0	$3,896	$0	**$3,896.00**	
	Cost Estimates					4	8												4				16	$1,808	$0	$1,808	$0	**$1,808.00**	
	Special Provisions					4	12															8	24	$2,428	$0	$2,428	$0	**$2,428.00**	
																													$70,090.00
18	**QA/QC**																												
	Plan Review		16																				16	$2,592	$0	$2,592	$0	**$2,592.00**	
																													$2,592.00
19	**Permit Applications**																												
	404 Permit																						0	$0	$0	$0	$0	**$0.00**	
	Floodplain Permit			6																		4	10	$1,128	$0	$1,128	$0	**$1,128.00**	
	SWPPP						12															12	24	$2,100	$0	$2,100	$0	**$2,100.00**	
	NPDES Permit						4															4	8	$700	$0	$700	$0	**$700.00**	
	Railroad Permit																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Insurance																						0	$0	$0	$0	$0	**$0.00**	
	NDOR Use of Right of Way Permit		2				8															2	12	$1,364	$0	$1,364	$0	**$1,364.00**	
	NDOR Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Utility Permit																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Inter-local Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Nebraska Dept. of Environmental Quality																						0	$0	$0	$0	$0	**$0.00**	
	City/County Health Dept. Noise Permit																						0	$0	$0	$0	$0	**$0.00**	
																													$5,292.00
20	**PS&E Submittals**																												
	Draft PS&E Submittal					8	16											16				8	48	$4,800	$0	$4,800	$0	**$4,800.00**	
	Final PS&E Submittal					6	12											12				8	38	$3,720	$0	$3,720	$0	**$3,720.00**	
																													$8,520.00
21	**Bidding Phase**																												
	Attend Pre-Bid Meeting		4			4	8											8					24	$2,808	$0	$2,808	$0	**$2,808.00**	
	Answer Design Questions					8	8																16	$2,056	$0	$2,056	$0	**$2,056.00**	
	Prepare Addenda					8	8															8	24	$2,536	$0	$2,536	$0	**$2,536.00**	
																													$7,400.00

MAN-HOUR ESTIMATE - 10TH AND SALT CREEK ROADWAY IMPROVEMENTS/PROJECT NUMBER 870304

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
22	**Construction Phase**																												
	Attend Pre-Construction Meeting					3	3															2	8	$891	$0	$891	$0	**$891.00**	
	Review Shop Drawings						10																10	$1,150	$0	$1,150	$0	**$1,150.00**	
	Prepare Change Orders																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Revision Sheets					6	12												24				42	$4,152	$0	$4,152	$0	**$4,152.00**	
	Answer Design Questions					20	40																60	$7,440	$0	$7,440	$0	**$7,440.00**	
	Evaluate substitute "or equal" bids						8																8	$920	$0	$920	$0	**$920.00**	
	Conduct Site Visits (6 visits)					12	12																24	$3,084	$0	$3,084	$0	**$3,084.00**	
	Review and Certify Pay Requests																						0	$0	$0	$0	$0	**$0.00**	
																													$17,637.00
	Total Manhours	0	106	14	16	405	1041	0	0	0	0	0	0	0	28	28	100	36	718	40	0	76	2608						
	Total	$0	$17,172	$2,072	$2,480	$57,510	$119,715	$0	$0	$0	$0	$0	$0	$0	$2,240	$1,540	$11,800	$3,024	$57,440	$2,840	$0	$4,560	$282,393	$282,393	$0	$282,393	$0	**$282,393.00**	
	Total Labor, OH & Profit	$0	$17,172	$2,072	$2,480	$57,510	$119,715	$0	$0	$0	$0	$0	$0	$0	$2,240	$1,540	$11,800	$3,024	$57,440	$2,840	$0	$4,560						**$282,393.00**	

APPENDIX A-4
Scope of Services

HAYMARKET INFRASTRUCTURE PROJECT
INITIAL HAYMARKET SITE PREPARATION

JPA Project Number 870702

General Description of Scope of Services

This scope of services generally includes services related to the preliminary and final design for the initial grading and site improvements for the Haymarket Project. This work will include design for grading, sanitary sewer improvements, storm sewer improvements, construction of new water mains along the "Q" and "R" Street corridors to extend to the new Amtrak Station and Arena construction sites and design for new roadway pavement along "R" Street from the Passenger Mains through the 7th Street intersection.

This design will also include establishment of the preliminary horizontal and vertical alignments for the core area roadways to be used in development of the preliminary mass grading plan for the first phase of the development area commonly referred to as the "hole in the donut". The "hole in the donut" is generally defined as the area bounded by "O" Street on the south, the BNSF main line tracks and yard tracks that need to remain in place until the track relocation work is completed, "T" Street on the north and Passenger Main No. 2 on the east.

The following are the task items that are included as part of the scope of services for the Initial Haymarket Site Preparation Project.

Task 1. Project Management

a. *Project Management*

The Design Team Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the design team for this project. This work will include providing regular progress reports to support invoicing and updates on design schedule. Project Management efforts will follow appropriate guidance as given in the City of Lincoln's website "Guiding Principles and Procedures (GP&P)"

b. *Coordination with Others*

The Design Team will coordinate their design with agencies and/or Consultants that are involved with this project or adjacent projects as well as the BNSF Railway. Coordination includes one-on-one meetings with the agencies, Consultants and BNSF. This work item does not include coordination with utilities which is covered in Task 4 of this scope of services.

c. *Design Memorandum*

Using the City of Lincoln's design memorandum outline, the Design Team will prepare a design memorandum with project criteria and design standard information for submittal and agreement by the Program Manager and the JPA Project Management Team to establish the design requirements for the preliminary alignments of the core area roadways.

Task 2. Project Specific Meetings

a. Progress Meetings

The Design Team Project Manager and appropriate design staff will schedule and attend progress meetings for this individual project. The Design Team will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. This scope estimates 3 progress meetings.

b. Review Meetings

The Design Team Project Manager will schedule and attend review meetings to receive the JPA's review comments from the first and second submittals.

c. Plan-in-Hand

The Design Team will schedule and attend a plan-in-hand meeting. This meeting is to be held following the review period of the first submittal.

Task 3. Survey

a. Supplemental Field Survey

The Design Team will perform the necessary supplemental field survey that is identified during the design of the project to supplement the existing topographic ground survey. This will include hard elevations at tie-in points, additional flowline or utility location information not included with the original survey, topographic features not included with the initial survey and hard elevations at other critical locations as determined during the design process.

Task 4. Utility Coordination

a. Utility Location/Verification

The Design Team shall identify and verify with Utility Companies potential utility conflicts and work with the Utilities to develop strategies to avoid, minimize or relocate affected utilities.

b. Utility Plan Submittal

At each JPA review submittal, the plans will be distributed by the Design Team to public and private utilities for comment.

c. Utility Review Meetings/Coordination

The Design Team shall schedule utility review meetings to coincide with a regular project progress meeting or JPA review meeting. The Design Team shall include time for coordination via the phone and one-on-one meetings with affected utilities as necessary to maintain the accelerated schedule for the design and construction of the project.

Task 5. Public Involvement

a. One-on-One, Small Group Meetings (3 Meetings)

The Design Team will meet with individuals or key stakeholders who may be significantly affected by the project. This will include one-on-one meetings with representatives of the BNSF

to coordinate the development of the site work with demolition of the BNSF buildings in the area and construction of the temporary grade crossings for access. . The Design Team shall will notify the Program Manager of all proposed stakeholder meetings and invite the Program Manager to the meetings.

Task 6. Drainage Analysis

a. Hydraulic/Hydrologic Analysis

The Design Team shall design open and closed drainage systems in accordance with the most current edition of the City of Lincoln Drainage Criteria Manual, or as directed by the Watershed Management Division. Design of drainage systems shall be established to prevent diversion of flow or run-off from the site onto the BNSF property so as not to adversely affect track stability or operations of the railroad.

b. Floodplain Study

The Design Team shall coordinate with Watershed Management when designing items or fill within the flood plain. The design shall be in accordance with the stormwater requirements for the project.

c. Preliminary Drainage Studies

The Design Team shall review available drainage studies, identify overland flow paths and sumps. At the request of the JPA Project Management Team, hydraulic design calculations will be submitted for review.

Task 7. Traffic

Traffic Analysis is not included in this scope of work.

Task 8. First Submittal

a. Site Inspections (Estimated 2 Visits)

b. Preliminary Designs

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. Plan sheets to be included in the first submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Preliminary Site Grading Plan
- Preliminary site access plan and phasing
- Preliminary Roadway Plan and Profile Sheets for Core Area Roads
- Preliminary Utility Relocation and Construction Sheets
- Right-of-Way Sheets
    - Existing right-of-way and ownerships identified

c. Cost Estimates

The Design Team shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, Utility Relocations and Construction, Site Grading, and Construction Engineering.

Task 9. Geotechnical Evaluation

a. Design Recommendations

The Design Team shall prepare geotechnical recommendations for the purpose of the site grading. This shall include a recommendation on removal of existing unsuitable material, preparation of subgrade as well as placement and compaction of the required fill material. This shall include a review of the existing stockpiled soil from the grading for the railroad project to determine suitability for use as fill at the site.

Task 10. Environmental / Historical Review

Environmental or Historic Review work is not included as part of this scope of work.

Task 11. Existing Water Main or Wastewater Relocation

The Design Team shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor relocates involving a public utility due to an improvement project not initiated by the specific utility section, including coordination with the Fire Chief regarding the relocation/new construction of fire hydrants.

Task 12. Structural/Bridge Design

Structural Design is not included as part of this scope of work.

Task 13. New / Replacement Water Main Design

a. New Water Mains

The Design Team shall prepare the necessary designs to construct the new water mains along the “Q” and “R” Street corridors to provide water for the new arena construction and water service to the proposed Amtrak Station site. The design shall be developed in accordance with the requirements of the Lincoln Water System (LWS) and the preliminary and final designs shall be submitted to LWS for review and approvals.

Task 14. New / Replacement Wastewater Design

a. New Sanitary Sewers

The Design Team shall prepare the necessary designs to construct the new sanitary sewers as part of the relocation of the existing sewers to facilitate construction of the new arena. The design shall be developed in accordance with the requirements of the Lincoln Wastewater System (LWWS) and the preliminary and final designs shall be submitted to LWWS for review and approvals.

Task 15. Right-of-Way

a. Right-of-Way Plans

The Design Team will prepare right-of-way plans showing the property ownerships, rights-of-entry and temporary easements that have been acquired from the BNSF in order to complete the work on this project. It is anticipated that all right-of-way, easements and rights of entry will be acquired through the BNSF – City Railroad Agreement or under a previous project.

Task 16. Streetscape and Landscape Design

Streetscape and Landscape Design is not included with this scope of work.

Task 17. Second Submittal

a. Second Submittal Design

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. All sheets that will be included in the PS&E plan set will be included in the second submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Construction Phasing & Site Access Sheets
- Traffic Control Sheets (if required for “R” Street construction)
- Haul Route Plan Sheets
- Geometric Sheets (if required for “R” Street construction)
- Joints and Grades Sheets (if required for “R” Street construction)
- Roadway Plan and Profile Sheets (if required for “R” Street construction)
- Construction Sheets (if required for “R” Street construction)
- Removal Sheets (if required for “R” Street construction)
- Storm Drainage Plan and Profile Sheets
- Sediment and Erosion Control Sheets
- Water Main Plan and Profile Sheets
- Sanitary Sewer Plan and Profile Sheets
- Pavement Marking & Signing Sheets
- Right-of-Way/Property Plat Sheets
- Site Grading Plan and Cross Sections as applicable

b. Cost Estimates

The Design Team shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, Utility Relocations and Construction, Construction, and Construction Engineering.

c. Special Provisions

The Design Team will submit Special Provisions with the second submittal.

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

The Design Team will give a copy of their QA / QC plan to the Program Manager and the JPA Project Management Team at the start of the project. The Design Team will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA / QC aspects.

Task 19. Permit Applications / Agreements

The Design Team shall prepare and submit on behalf of the JPA the following permits, agreements, certifications, and forms. The Design Team shall copy the Program Manager and JPA Project Management Team on all applications being submitted.

- ❑ Floodplain Permit
- ❑ SWPPP - NPDES Permit

Task 20. PS&E Submittals

a. Draft PS&E Submittal

The Design Team shall submit a draft PS&E package to the JPA Project Management Team for final review. The package will include the plan set, special provisions, and a total project cost estimate. The Design Team shall prepare an updated total project cost estimate. This shall include, but not be limited to Preliminary Engineering, ROW acquisition, Utility Relocations and Construction, Construction, and Construction Engineering.

b. Final PS&E Submittal

Upon incorporating review comments into the plan set and special provisions, the Design Team shall prepare and submit all drawings, special provisions, and an updated total project cost estimate to the JPA Project Management Team for the final PS&E review. Upon JPA acceptance of the PS&E plans, the Design Team shall submit the bid package to the JPA Project Management Team. The bid package includes sealed bond drawings, sealed special provisions, and an electronic file with final bid items and quantities. The bid package will also be accompanied by an electronic copy of the design in MicroStation, GEOPAK format. GEOPAK GPK files will also be submitted.

Task 21. Bidding Phase

a. Attend Pre-Bid Meeting and answer questions

b. Answer Design Questions

c. *Addenda to be prepared by JPA Purchasing Representatives*

Task 22. Construction Phase

a. *Attend Pre-Construction Meeting*

b. *Review Shop Drawings and material submittals*

c. *Prepare Revision Sheets*

d. *Answer Design Questions and Consultation to clarify plans/specifications*

e. *Evaluate Substitute "or equal" Bids items as requeted by the Program Manager*

f. *Conduct Site Visits as requested by the Program Manager*

JPA Responsibilities

The JPA will supply the following information:

- ❑ Ownership records and title searches
- ❑ Tenant names (if known)
- ❑ Available water and sewer locations, size, and materials
- ❑ Copies of available reports
- ❑ Available drainage studies
- ❑ Available geotechnical reports
- ❑ Bench marks and horizontal control points
- ❑ Right-of-entry to private property for surveyors
- ❑ Available current and future traffic volumes and reports
- ❑ Available plats of adjacent properties
- ❑ Current bid item listing

GENERAL INFORMATION

1. PLAN FORMAT

Two 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 Design Team for rectification. All submittals, except final submittal, shall be bound with post screws or staples. In addition to the paper copies, PDF's of the plans and Special Provisions will be submitted for all reviews.

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 Design Team 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 = 1000th
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 Design Team 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
8. Intersection Sight Distance Study for side streets along the main roadways to be completed as part of the preliminary alignment study for the Core Area roads.

Cross-sections (if applicable):

The Design Team will:

1. Plot cross-sections with the labeling of the sections on the right side of the sheet, label existing and design centerline elevations at their respective centerline, and offset distances 20 feet from the design centerline along the bottom of each sheet.

2. Plot cross-section on standard size sheets (same size as the plan and profile sheets).

3. Roadway cross-sections are to be plotted using a vertical and horizontal scale of 1" = 20'.

4. Plot the cross-sections with the stations progressing upward from the bottom to the top of the sheet.

5. Plot the original ground with a dashed line

6. Plot the design template with a solid line.

7. Label the cut and fill quantities for each section if cross-sections are used. If a site model is developed that is more accurate this information may be provided for information only.

8. Plot the right-of-way and easements on each cross-section.

It is anticipated that a Geo-Pak site model will be used for the project and a grading plan showing existing and proposed contours will be developed. Cross-sections may not be developed as part of this work except as required for temporary road construction or roadway reconstruction at "R" Street.

2. RIGHT-OF-WAY SUBMITTALS

Right-of-way documents completed for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets

The right-of-way plans shall show ownership information along with easements or rights-of-entry obtained from the BNSF or other parties as needed for construction of the project.

A summary sheet will be prepared showing the right-of-way and ownerships acquired through previous Haymarket Projects or through the BNSF – City Railroad Agreement.

Appendix A-4
Total Project Fee

Initial Haymarket Site Preparation
City Project Number 870703

Task No.	Task Description		Fee Estimate
1	Project Management		$10,494.00
2	General Project Meetings		$6,094.00
3	Survey		$2,664.00
4	Utility Coordniation		$4,056.00
5	Public Involvement		$2,007.00
6	Drainage Analysis		$4,370.00
7	Traffic		$0.00
8	First Submittal		$54,922.00
9	Geotechnical Evaluation		$4,320.00
10	Environmental / Historical Review		$0.00
11	Exist Water - Sanitary Relocates		$2,980.00
12	Structural / Bridge Design		$0.00
13	Water Main Design		$16,488.00
14	Wastewater Design		$10,016.00
15	Right-of-Way		$4,012.00
16	Landscape Design		$0.00
17	Second Submittal		$36,314.00
18	QA/QC		$2,592.00
19	Permit Applications		$4,012.00
20	PS&E Submittals		$8,364.00
21	Bidding Phase		$6,472.00
22	Construction Phase		$18,133.00
	Expenses		$2,000.00
		Total Project Cost	$200,310.00

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)

Overhead Rate :	**0%**
Profit :	**0%**

Personnel		Total Hr.	Salary $ Per Hr.	Labor Cost	Total Cost
Principal/Project Manager	P/PM	0	$180.00	$0	$0.00
Team Leader	TL	203	$162.00	$32,886	$32,886.00
Group Leader	GL	0	$148.00	$0	$0.00
Senior Engineer	SE	16	$155.00	$2,480	$2,480.00
Senior Project Engineer	SPE	154	$142.00	$21,868	$21,868.00
Project Engineer	PE	728	$115.00	$83,720	$83,720.00
Associate Engineer	AE	0	$98.00	$0	$0.00
Assistant Engineer	ASE	0	$85.00	$0	$0.00
Senior Scientist	SS	0	$120.00	$0	$0.00
Senior Project Scientist	SPS	0	$105.00	$0	$0.00
Project Scientist	PS	0	$90.00	$0	$0.00
Associate Scientist	ACS	0	$70.00	$0	$0.00
Assistant Scientist	AS	0	$60.00	$0	$0.00
Surveyor	SM	16	$80.00	$1,280	$1,280.00
Survey Crew Member (CM)	SCM	16	$55.00	$880	$880.00
Technical Manager	TM	34	$118.00	$4,012	$4,012.00
Design Technician	DT	6	$84.00	$504	$504.00
Senior Technician	ST	578	$80.00	$46,240	$46,240.00
Technicain	Tech	0	$71.00	$0	$0.00
Administrative Coordinator	AC	0	$70.00	$0	$0.00
Administrative Assistant	AA	74	$60.00	$4,440	$4,440.00
Expenses					**$2,000.00**
		1825		**$198,310**	**$200,310.00**

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)		MILES	0.50		$0.00
Travel, mile (survey vehicle)	50	MILES	0.68		$34.00
Environmental Documentation (lump sum)		L.S.			$0.00
Half Size Plots (each)	3000	EA.	0.3		$900.00
Mylars, Half Size Plots (each)		EA.	4.5		$0.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	1066		$1,066.00
Geotechnical Borings and Report		L.S.			$0.00
			Sub Total		**$2,000.00**
Survey Expenses					
Public Involvement Expenses					
			Total		**$2,000.00**

MAN-HOUR ESTIMATE - INITIAL HAYMARKET SITE PREPARATION/PROJECT NUMBER 870702

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
1	**Project Management**																												
	Project Management		40																			20	60	$7,680	$0	$7,680	$0	**$7,680.00**	
	Coordination with Others						16																16	$1,840	$0	$1,840	$0	**$1,840.00**	
	Design Memorandum					2	6																8	$974	$0	$974	$0	**$974.00**	
	Condemnation Hearings																						0	$0	$0	$0	$0	**$0.00**	
																													$10,494.00
2	**General Project Meetings**																												
	Kick-Off Meeting																						0	$0	$0	$0	$0	**$0.00**	
	Progress Meetings		12				12																24	$3,324	$0	$3,324	$0	**$3,324.00**	
	Review Meetings		6				6																12	$1,662	$0	$1,662	$0	**$1,662.00**	
	Plan-in-Hand		4				4																8	$1,108	$0	$1,108	$0	**$1,108.00**	
																													$6,094.00
3	**Survey**																												
	Topographical Survey														16	16		$6					38	$2,664	$0	$2,664	$0	**$2,664.00**	
	Base Map Preparation																						0	$0	$0	$0	$0	**$0.00**	
	Horizontal Control																						0	$0	$0	$0	$0	**$0.00**	
	Vertical Control																						0	$0	$0	$0	$0	**$0.00**	
	Locate Section Corners																						0	$0	$0	$0	$0	**$0.00**	
	Bench Level Run																						0	$0	$0	$0	$0	**$0.00**	
	Utility Locates																						0	$0	$0	$0	$0	**$0.00**	
																													$2,664.00
4	**Utility Coordination**																												
	Utility Location / Verification						8																8	$920	$0	$920	$0	**$920.00**	
	Utility Plan Submittal						8																8	$920	$0	$920	$0	**$920.00**	
	Utility Review Meetings / Coordination		8				8																16	$2,216	$0	$2,216	$0	**$2,216.00**	
																													$4,056.00
5	**Public Involvement**																												
	Public Involvement Planning Meetings																						0	$0	$0	$0	$0	**$0.00**	
	Public Involvement Plan																						0	$0	$0	$0	$0	**$0.00**	
	Database Development / Maintenance																						0	$0	$0	$0	$0	**$0.00**	
	Key Stakeholder Outreach																						0	$0	$0	$0	$0	**$0.00**	
	City Council (1 pre-council, 1 reg meeting)																						0	$0	$0	$0	$0	**$0.00**	
	Open Houses (2)																						0	$0	$0	$0	$0	**$0.00**	
	One-on-One, Small Group Meetings		6				9																15	$2,007	$0	$2,007	$0	**$2,007.00**	
	Newsletters / Informational Materials																						0	$0	$0	$0	$0	**$0.00**	
	Web Site Development																						0	$0	$0	$0	$0	**$0.00**	
	Final PI Report / Documentation																						0	$0	$0	$0	$0	**$0.00**	
																													$2,007.00
6	**Drainage Analysis**																												
	Hydraulic / Hydrologic Analysis						30																30	$3,450	$0	$3,450	$0	**$3,450.00**	
	Floodplain Study						4																4	$460	$0	$460	$0	**$460.00**	
	Preliminary Drainage Studies						4																4	$460	$0	$460	$0	**$460.00**	
																													$4,370.00
7	**Traffic**																												
	Traffic Data Collection																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Analysis																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Signal / ITS Design / Street Lighting																						0	$0	$0	$0	$0	**$0.00**	
	Pavement Marking & Signing																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
8	**First Submittal**																												
	Site Inspections		4				4																8	$1,108	$0	$1,108	$0	**$1,108.00**	
	Prepare Alternatives																						0	$0	$0	$0	$0	**$0.00**	
	Preliminary Designs																						0	$0	$0	$0	$0	**$0.00**	
	Cover Sheet						2												4				6	$550	$0	$550	$0	**$550.00**	
	Typical Section Sheets						2												8				10	$870	$0	$870	$0	**$870.00**	
	General Notes Sheet						2												8				10	$870	$0	$870	$0	**$870.00**	
	Horizontal/Vertical Control Sheets						4												16				20	$1,740	$0	$1,740	$0	**$1,740.00**	
	Geometric Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Roadway Plan and Profiles - Core Roadways		4			120	80												60				264	$31,688	$0	$31,688	$0	**$31,688.00**	
	Preliminary Utility Relocations & Construction		8				40												60				108	$10,696	$0	$10,696	$0	**$10,696.00**	
	Roadway Cross-Section/Site Grading Plan						40																40	$4,600	$0	$4,600	$0	**$4,600.00**	
	Preliminary Construction Access Plans						8												8				16	$1,560	$0	$1,560	$0	**$1,560.00**	
	Cost Estimates						8												4				12	$1,240	$0	$1,240	$0	**$1,240.00**	
																													$54,922.00
9	**Geotechnical Investigation**																												
	Data Research				8																		8	$1,240	$0	$1,240	$0	**$1,240.00**	
	Design Recommendations				8		16																24	$3,080	$0	$3,080	$0	**$3,080.00**	
	Geotechnical Report																						0	$0	$0	$0	$0	**$0.00**	
																													$4,320.00
10	**Environmental/Historical Review**																												
	NEPA Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Noise Study																						0	$0	$0	$0	$0	**$0.00**	
	Hazardous Material Review																						0	$0	$0	$0	$0	**$0.00**	
	Wetlands and Habitat Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Wetland Permitting																						0	$0	$0	$0	$0	**$0.00**	
	Historical / Archeological Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Impacts to Misc. Environmental Resources																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Draft Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Endangered Species Review																						0	$0	$0	$0	$0	**$0.00**	
	Public Land Impacts (4F or 6F)																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
11	**Water Main/Wastewater Relocation**																												
	Water Main/Wastewater Relocation						12												20				32	$2,980	$0	$2,980	$0	**$2,980.00**	
																													$2,980.00

MAN-HOUR ESTIMATE - INITIAL HAYMARKET SITE PREPARATION/PROJECT NUMBER 870702

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
12	**Structural/Bridge Design**																												
	Box Culvert Design and Plan Preparation																						0	$0	$0	$0	$0	**$0.00**	
	Lighting																						0	$0	$0	$0	$0	**$0.00**	
	Retaining Wall																						0	$0	$0	$0	$0	**$0.00**	
	De-Icing System																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
13	**Water Main Design**																												
	Horizontal Alignment		4			4	16																24	$3,056	$0	$3,056	$0	**$3,056.00**	
	Vertical Alignment		4			4	16																24	$3,056	$0	$3,056	$0	**$3,056.00**	
	Detail Drawings		4			4	16												80				104	$9,456	$0	$9,456	$0	**$9,456.00**	
	Utility Conflict Verification and Resolution						8																8	$920	$0	$920	$0	**$920.00**	
																													$16,488.00
14	**Wastewater Design**																												
	Horizontal Alignment		2			4	10																16	$2,042	$0	$2,042	$0	**$2,042.00**	
	Vertical Alignment		2			4	10																16	$2,042	$0	$2,042	$0	**$2,042.00**	
	Detail Drawings		2			4	16												40				62	$5,932	$0	$5,932	$0	**$5,932.00**	
	Utility Conflict Verification and Resolution																						0	$0	$0	$0	$0	**$0.00**	
																													$10,016.00
15	**Right-of-Way**																												
	Right-of-Way Plans																34						34	$4,012	$0	$4,012	$0	**$4,012.00**	
	Legal Descriptions																						0	$0	$0	$0	$0	**$0.00**	
	Stake Right-of-Way																						0	$0	$0	$0	$0	**$0.00**	
																													$4,012.00
16	**Landscape Design**																												
	Landscape Design																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
17	**Second Submittal**																												
	Second Submittal Design																						0	$0	$0	$0	$0	**$0.00**	
	Cover Sheet						2												2				4	$390	$0	$390	$0	**$390.00**	
	Summary of Quantities Sheet						2												8				10	$870	$0	$870	$0	**$870.00**	
	Typical Section Sheets						2												8				10	$870	$0	$870	$0	**$870.00**	
	General Notes Sheet						2												2				4	$390	$0	$390	$0	**$390.00**	
	Detail Sheets						4												8				12	$1,100	$0	$1,100	$0	**$1,100.00**	
	Horizontal/Vertical Control Sheets						2												2				4	$390	$0	$390	$0	**$390.00**	
	Construction Access and Phasing						8												8				16	$1,560	$0	$1,560	$0	**$1,560.00**	
	Traffic Control Sheets - Haul Routes						4												8				12	$1,100	$0	$1,100	$0	**$1,100.00**	
	Geometric Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Joints and Grades Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Roadway Plan and Profile Sheets						8												8				16	$1,560	$0	$1,560	$0	**$1,560.00**	
	Construction Sheets						16												16				32	$3,120	$0	$3,120	$0	**$3,120.00**	
	Removal Sheets						16												16				32	$3,120	$0	$3,120	$0	**$3,120.00**	
	Retaining Wall Plan and Profile Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Retaining Wall Details																						0	$0	$0	$0	$0	**$0.00**	
	Storm Drainage Plan and Profile Sheets						16												40				56	$5,040	$0	$5,040	$0	**$5,040.00**	
	Culvert/Channel Cross-Section Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Sediment and Erosion Control Sheets						16												28				44	$4,080	$0	$4,080	$0	**$4,080.00**	
	Wastewater Plan and Profile Sheets						8												16				24	$2,200	$0	$2,200	$0	**$2,200.00**	
	Water Main Plan and Profile Sheets						8												16				24	$2,200	$0	$2,200	$0	**$2,200.00**	
	Traffic Signal Plan Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Pavement Marking & Signing Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Lighting Plan Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Landscaping Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Right-of-Way Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Roadway Cross-Sectio/Site Grading Plans					8	24												24				56	$5,816	$0	$5,816	$0	**$5,816.00**	
	Cost Estimates																						0	$0	$0	$0	$0	**$0.00**	
	Special Provisions		4				12															8	24	$2,508	$0	$2,508	$0	**$2,508.00**	
																													$36,314.00
18	**QA/QC**																												
	Plan Review		16																				16	$2,592	$0	$2,592	$0	**$2,592.00**	
																													$2,592.00
19	**Permit Applications**																												
	404 Permit																						0	$0	$0	$0	$0	**$0.00**	
	Floodplain Permit		6																			4	10	$1,212	$0	$1,212	$0	**$1,212.00**	
	SWPPP						12															12	24	$2,100	$0	$2,100	$0	**$2,100.00**	
	NPDES Permit						4															4	8	$700	$0	$700	$0	**$700.00**	
	Railroad Permit																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Insurance																						0	$0	$0	$0	$0	**$0.00**	
	NDOR Use of Right of Way Permit																						0	$0	$0	$0	$0	**$0.00**	
	NDOR Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Utility Permit																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Inter-local Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Nebraska Dept. of Environmental Quality																						0	$0	$0	$0	$0	**$0.00**	
	City/County Health Dept. Noise Permit																						0	$0	$0	$0	$0	**$0.00**	
																													$4,012.00
20	**PS&E Submittals**																												
	Draft PS&E Submittal		6				16												16			8	46	$4,572	$0	$4,572	$0	**$4,572.00**	
	Final PS&E Submittal		6				12												12			8	38	$3,792	$0	$3,792	$0	**$3,792.00**	
																													$8,364.00
21	**Bidding Phase**																												
	Attend Pre-Bid Meeting		4				8												8				20	$2,208	$0	$2,208	$0	**$2,208.00**	
	Answer Design Questions		8				8																16	$2,216	$0	$2,216	$0	**$2,216.00**	
	Prepare Addenda		4				8															8	20	$2,048	$0	$2,048	$0	**$2,048.00**	
																													$6,472.00

MAN-HOUR ESTIMATE - INITIAL HAYMARKET SITE PREPARATION/PROJECT NUMBER 870702

Task No.	Description of Work Items / Tasks	P/PM	TL	GL	SE	SPE	PE	AE	ASE	SS	SPS	PS	ACS	AS	SM	SCM	TM	DT	ST	Tech	AC	AA	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
22	**Construction Phase**																												
	Attend Pre-Construction Meeting		3				3																6	$831	$0	$831	$0	**$831.00**	
	Review Shop Drawings						10															2	12	$1,270	$0	$1,270	$0	**$1,270.00**	
	Prepare Change Orders																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Revision Sheets		4				12												24				40	$3,948	$0	$3,948	$0	**$3,948.00**	
	Answer Design Questions		20				40																60	$7,840	$0	$7,840	$0	**$7,840.00**	
	Evaluate substitute "or equal" bids						8																8	$920	$0	$920	$0	**$920.00**	
	Conduct Site Visits (6 visits)		12				12																24	$3,324	$0	$3,324	$0	**$3,324.00**	
	Review and Certify Pay Requests																						0	$0	$0	$0	$0	**$0.00**	
																													$18,133.00
	Total Manhours	0	203	0	16	154	728	0	0	0	0	0	0	0	16	16	34	6	578	0	0	74	1825						
	Total	$0	$32,886	$0	$2,480	$21,868	$83,720	$0	$0	$0	$0	$0	$0	$0	$1,280	$880	$4,012	$504	$46,240	$0	$0	$4,440	$198,310	$198,310	$0	$198,310	$0	**$198,310.00**	
	Total Labor, OH & Profit	$0	$32,886	$0	$2,480	$21,868	$83,720	$0	$0	$0	$0	$0	$0	$0	$1,280	$880	$4,012	$504	$46,240	$0	$0	$4,440						**$198,310.00**	

APPENDIX A-5
Scope of Services

TASK ORDER 50 - HAYMARKET INFRASTRUCTURE DESIGN PROJECT "M" & "N" STREET, 7TH TO 10TH STREET

JPA Project Number 870302

General Description of Scope of Services

This scope of services generally includes services related to the preliminary and final design for the improvement of "M" Street between 8th and 9th Street; "N" Street between 7th and 10th Street; 8th Street between "M" and "N" Street; and improvements along 10th Street between "L" and "N Street to provide an additional lane at the west side to accommodate dual left turns at the intersection with "N" Street. Included with this project will be removal of existing abandoned railroad tracks that are located within exiting public right-of-way along the 8th Street corridor and adjacent roadways.

The following are the task items that are included as part of the scope of services for the "M" and "N" Street, 7th to 10th Street roadway improvements.

TASK 1. Project Management

a. *Project Management*

The Design Team Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of the design team for this project. This work will include providing regular progress reports to support invoicing and updates on design schedule. Project Management efforts will follow appropriate guidance as given in the City of Lincoln's website "Guiding Principles and Procedures (GP&P)"

b. *Coordination with Others*

The Design Team 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 work item does not include coordination with utilities which is covered under Task 4 of this scope of services.

c. *Design Memorandum*

Using the City of Lincoln's design memorandum outline, the Design Team will prepare a design memorandum with project criteria and design standard information for submittal and agreement by the Program Manager and the JPA Project Management Team.

d. *Condemnation Hearings*

The Design Team Project Manager will, at the request of the JPA Project Management Team, attend all condemnation hearings. This scope estimates 10 hearings will be attended.

TASK 2. General Project Meetings

a. *Kick-Off Meeting*

The kick-off meeting is included under the scope of services for the Design Coordination and Support.

b. *Progress Meetings*

The Design Team Project Manager will schedule and attend all progress meetings for this individual project. The Design Team will create and distribute a meeting agenda at least 48 hours prior to all progress meetings. This scope estimates four (4) progress meetings.

c. *Review Meetings*

The Design Team will schedule and attend review meetings to receive the JPA's review comments from the first and second submittals.

d. *Plan-in-Hand*

The Design Team will schedule and attend a plan-in-hand meeting. This meeting is to be held following the review period of the first submittal.

e. *Coordination Meetings with ROW Appraisals and Acquisition*

The Design Team will schedule and meet with project appraisers and acquisition staff to review the right-of-way needs and impacts at existing properties. The scope estimates six (6) meetings for ROW appraisal and acquisition activities.

TASK 3. Survey

a. *Topographical Survey*

The JPA is providing the survey information through a separate consultant (JEO). The Design Team will perform the necessary hard shot confirmation on a sample of random shots such as manholes, etc. The Design Team will review the JPA provided survey and advise the JPA as to the Design Team interpretation of completeness of the survey provided.

b. *Supplemental Field Survey*

The Design Team will perform the necessary supplemental field survey that is identified during the design of the project to supplement the existing topographic ground survey. This will include hard elevations at tie-in points, additional flowline or utility locations not included with the original survey, topographic features not included with the initial survey and hard elevations at other critical locations as determined during the design process.

TASK 4. Utility Coordination

a. *Utility Location/Verification*

The Design Team will review the utility locations shown on the plans, and verify these locations during field inspections. After survey is complete, plans will be printed and distributed to the Utility Companies for verification of ownership, type, size, location, and cased or uncased.

The Design Team will request that the Utility Companies return to the Design Team marked up plans with utility verification. The Design Team will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.

The Design Team shall identify and verify with Utility Companies major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., at the earliest possible time. The Design Team, Program Manager and the JPA Project Management Team will discuss major conflicts and attempt to avoid them. If avoidance is not possible, the Design Team will then request the Utility Company to verify the conflict and provide a preliminary estimate of reimbursable costs associated with the utility relocation. The Design Team will work with the affected Utility Companies to determine the best strategies for relocations and potential mitigation strategies that may be implemented to ensure that the project schedule is not adversely impacted.

Critical utilities identified as part of this project for early coordination are a 115 kV LES overhead electrical line at 7th and "N" Street.

b. Utility Plan Submittal

At each JPA review submittal, the plans will be distributed by the Design Team to public and private utilities for comment.

c. Utility Review Meetings/Coordination

The Design Team shall schedule utility review meetings to coincide with a regular project progress meeting or JPA review meeting. The Design Team shall include time for coordination via the phone and one-on-one meetings with affected utilities as necessary to maintain the accelerated schedule for the design and construction of the project.

TASK 5. Public Involvement

a. One-on-One, Small Group Meetings (12 Meetings)

The Design Team will meet with individuals or key stakeholders who may be significantly affected by the project. This will include one-on-one meetings with representatives of the property owners adjacent to the project and other key stakeholders as identified by the City or Program Manager. The Design Team shall will notify the Program Manager of all proposed stakeholder meetings and invite the Program Manager to the meetings.

TASK 6. Drainage Analysis

a. Hydraulic/Hydrologic Analysis

The Design Team shall design open and closed drainage systems in accordance with the most current edition of the City of Lincoln Drainage Criteria Manual, or as directed by the Watershed Management Department.

b. Floodplain Study

The Design Team shall coordinate with Watershed Management when designing items or fill within the flood plain. The design shall be in accordance with the stormwater requirements for the project.

c. Preliminary Drainage Studies

The Design Team shall review available drainage studies, identify overland flow paths and sumps. At the request of the JPA Project Management Team, hydraulic design calculations will be submitted for review.

TASK 7. Traffic

a. Traffic Signal / ITS Design / Street Lighting

Based on the recommendations of the traffic study completed as part of the TEUP Project or as directed by the JPA Project Management Team, the Design Team will prepare signal plans at intersections as warranted. It is estimated that the following intersection(s) will require signal design plans to modify existing traffic signals:

- *M & 9th Streets*
- *M & 10th Streets*
- *N & 9th Streets*
- *N & 10th Streets*
- *L & 10th Streets*

For purposes of future ITS systems, 4" Conduit shall be placed along the length of the project. This work will be coordinated with the overall design for the permanent changeable message signs and monitoring cameras that will be designed in conjunction with this project.

Lighting will be designed by Lincoln Electric Systems (LES) after the Design Team supplies LES with electronic files. The Design Team will draft the lighting plans based on LES design.

b. Pavement Marking & Signing

The Design Team shall prepare plan sheets showing pavement marking and signage layouts. In addition, temporary signage and pavement markings will be shown, if applicable.

TASK 8. First Submittal

a. Site Inspections (Estimated 2 Visits)

b. Prepare Alternatives

Design Team will evaluate possible alternatives including but not limited to: horizontal and vertical alignment, number of lanes required, configuration of intersections, median width(s), and bike trail and sidewalk locations. The final alternative decision shall be made prior to and shown in the first submittal.

c. Preliminary Designs

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. Plan sheets to be included in the first submittal include the following:

- Cover Sheet
- Typical Section Sheets
- General Notes Sheets
- Horizontal/Vertical Control Sheets
- Geometric Sheets
- Roadway Plan and Profile Sheets

- Right-of-Way Sheets
  - Existing right-of-way and ownerships identified
- Roadway Cross-Section Sheets

d. Preliminary Construction Phasing

The Design Team shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal.

e. Cost Estimates

The Design Team shall prepare an updated total project cost estimate. This shall include Preliminary Engineering, ROW acquisition, Private Utility Relocations, Public Utility Relocations, Construction, and Construction Engineering on the appropriate forms.

TASK 9. Geotechnical Evaluation

Geotechnical Evaluation is not included as part of this Project.

TASK 10. Environmental / Historical Review

Environmental or Historic Review work is not included as part of this Project.

TASK 11. Existing Water Main or Wastewater Relocation

The Design Team shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor relocates involving a public utility due to an improvement project not initiated by the specific utility section, including coordination with the Fire Chief regarding the relocation/new construction of fire hydrants.

TASK 12. Structural/ Bridge Design

Structural/ Bridge Design is not included as part of this project and structural work will be limited to design of short retaining walls as needed to accommodate the construction.

TASK 13. New / Replacement Water Main Design

New or Replacement Water Main Design is not included as part of this project.

TASK 14. New / Replacement Wastewater Design

a. Horizontal Alignment.

A new 24” Sanitary Sewer main approximately 540’ in length along N Street, beginning east of the existing BNSF Passenger Mains (the future Canopy Road) and running east to connect to the existing City of Lincoln 48” trunk line to the East.

b. Vertical Alignment.

Plan and profile sheets identifying the vertical alignment of the sanitary line will be included as part of the design.

c. Detail Drawings.

All design details will be included in the plans for construction of the new sewer including the necessary modifications to allow abandonment of the existing sewer from the south that generally follows the existing BNSF tracks from the 4th and J Street intersection.

d. Utility Conflict Verification and Resolution.

All utilities which the new sanitary line crosses shall be shown on the Plan and Profile sheets.

TASK 15. Right-of-Way

a. Right-of-Way Plans

The Design Team will determine the easements (temporary and permanent) and right-of-way required to construct the project. Temporary construction easements will be acquired in cut and fill areas outside the proposed right-of-way acquisition. Temporary construction easements will be acquired to construct driveways or make improvements to personal property beyond the existing or proposed right of way. Existing property corners/property lines will be tied into the County Grid System and Title Research as provided by the JPA will be used by the Design Team to determine the existing right-of-way and to design the easements and additional right-of-way needed to construct the project.

It is estimated there will be 15 tracts associated with this project. 15 tracts are estimated to need revisions due to property owner negotiations.

b. Legal Descriptions

The Design Team will prepare legal descriptions for the temporary and permanent easements and new right-of-way to be acquired.

c. Stake Right-of-Way

The Design Team will stake corners of right-of-way to be acquired and the corners of easements required to construct the project. It is estimated all of the tracts will be staked once and 15 tracts will be re-staked due to property owner negotiations.

TASK 16. Streetscape and Landscape Design

a. Coordination with Project Streetscape Design

The Design Team will coordinate with the Streetscape team to identify potential streetscape enhancements that may be incorporated into this project to tie in with the overall streetscape scheme that will be developed for the project. It is anticipated that this will be limited to aesthetic design for retaining walls and railings that may be incorporated into this project and that the primary focus will be on identification of locations for future streetscape enhancements that may be constructed under a future project.

TASK 17. Second Submittal

a. Second Submittal Design

The Design Team shall prepare project base files and plan sheets in accordance with the City of Lincoln CADD standards. All sheets that will be included in the PS&E plan set will be included in the second submittal. This includes, but not limited to, the following sheets:

- Cover Sheet
- Summary of Quantities Sheet
- Typical Section Sheets
- General Notes Sheet
- Detail Sheets
- Horizontal/Vertical Control Sheets
- Construction Phasing Sheets
- Traffic Control/Detour Sheets
- Geometric Sheets
- Joints and Grades Sheets
- Roadway Plan and Profile Sheets
- Construction Sheets
- Removal Sheets
- Retaining Wall Plan and Profile Sheets
- Retaining Wall Details
- Storm Drainage Plan and Profile Sheets
- Sediment and Erosion Control Sheets
- Sanitary Sewer Plan and Profile Sheets
- Traffic Signal Sheets
- Pavement Marking & Signing Sheets
- Lighting Plan Sheets
- Landscaping Plan Sheets
- Right-of-Way/Property Plat Sheets
- Roadway Cross-Section Sheets

b. Cost Estimates

The Design Team 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.

c. Special Provisions

The Design Team will submit Special Provisions with the second submittal.

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

The Design Team will give a copy of their QA / QC plan to the JPA Project Management Team at the start of the project. The Design Team will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA / QC aspects.

TASK 19. Permit Applications / Agreements

The Design Team shall prepare and submit on behalf of the JPA the following permits, agreements, certifications, and forms. The Design Team shall copy the JPA Project Management Team on all applications being submitted.

- ❑ Floodplain Permit
- ❑ SWPPP - NPDES Permit

TASK 20. PS&E Submittal

a. *Draft PS&E Submittal*

The Design Team shall submit a draft PS&E package to the JPA Project Management Team for final review. The package will include the plan set, special provisions, and a total project cost estimate. The Design Team 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.

b. *Final PS&E Submittal*

Upon incorporating review comments into the plan set and special provisions, the Design Team shall prepare and submit all drawings, special provisions, and an updated total project cost estimate to the JPA Project Management Team for the final PS&E review. Upon JPA acceptance of the PS&E plans, the Design Team shall submit the bid package to the JPA Project Management Team. The bid package includes sealed bond drawings, sealed special provisions, and an electronic file with final bid items and quantities. The bid package will also be accompanied by an electronic copy of the design in MicroStation, GEOPAK format. GEOPAK GPK files will also be submitted.

TASK 21. Bidding Phase

a. *Attend Pre-Bid Meeting and respond to questions*

b. *Answer Design Questions*

c. *Addenda to be prepared by JPA Purchasing Representatives*

TASK 22. Construction Phase

a. *Attend Pre-Construction Meeting*

b. *Review Shop Drawings and material submittals*

c. *Prepare Revision Sheets*

d. *Answer Design Questions and Consultation to clarify plans/specifications*

e. *Evaluate Substitute "or equal" Bids items as requeted by the Program Manager*

f. *Conduct Site Visits as requested by the Program Manager*

JPA Responsibilities

The City of Lincoln will supply the following information:

- ❑ Ownership records and title searches
- ❑ Tenant names (if known)
- ❑ 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
- ❑ Right-of-entry to private property for surveyors
- ❑ Available current and future traffic volumes and reports
- ❑ Available 3-year accident data
- ❑ Available plats of adjacent properties
- ❑ APPIA files and bid history

GENERAL INFORMATION

1. PLAN FORMAT

Two 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 Design Team for rectification. All submittals, except final submittal, shall be bound with post screws or staples. In addition to the paper copies, PDF's of the plans and Special Provisions will be submitted for all reviews.

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 Design Team 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 = 1000th
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 Design Team 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
8. Intersection Sight Distance Study for all side streets along the main roadway.

Cross-sections:

The Design Team will:

1. Plot cross-sections with the labeling of the sections on the right side of the sheet, label existing and design centerline elevations at their respective centerline, and offset distances 20 feet from the design centerline along the bottom of each sheet.

2. Plot cross-section on standard size sheets (same size as the plan and profile sheets).

3. Roadway cross-sections are to be plotted using a vertical and horizontal scale of 1" = 20'.

4. Plot the cross-sections with the stations progressing upward from the bottom to the top of the sheet.

5. Plot the original ground with a dashed line

6. Plot the design template with a solid line.

7. Label the cut and fill quantities for each section if cross-sections are used. If a site model is developed that is more accurate this information may be provided for information only.

8. Plot the right-of-way and easements on each cross-section.

2. RIGHT-OF-WAY SUBMITTALS

Plan submittals and right-of-way documents for the project will include, but not be limited to the following:

1. Summary Sheet
2. Right-of-way Plan Sheets
3. Legal Descriptions
4. Condemnation plats (Tract Maps)

The first submittal (Ownership Plans) will show the existing ownership, existing right-of-way, as well as the preliminary design features of the roadway and preliminary limits of construction.

The second submittal (Appraisal/Negotiation Plans) will show the proposed right-of-way and easement design. The plans will show new temporary and permanent easements needed for construction and maintenance of the new roadway, as well as the additional right-of-way.

Due to the short duration of the design schedule for this project, the first and second right-of-way plan submittals will be combined into a single submittal to help expedite the process.

A summary sheet will be prepared showing the area of new right-of-way or acquisition needed from each tract along the project in square feet, along with a strip map showing the location of the tracts. Legal descriptions will be prepared for tracts needing additional right-of-way or easements.

The Design Team will make right-of-way design alterations as required by the JPA Project Management Team during negotiations. The revisions to the plans must be made within ten working days after the JPA Project Management Team requests the revision.

The right-of-way and easements will be staked for use by the JPA during negotiations. This activity should be coordinated between the Design Team and the JPA Project Management Team.

The PS&E plan submittal will show the right-of-way as acquired or as being acquired through eminent domain.

If needed, the Design Team will prepare right-of-way condemnation plats including legal description as requested by the JPA Project Management Team within ten working days of the request. Condemnation plats will be limited to four tracts

The final right-of-way plans will be submitted on 11” x 17” bond paper with the bid package and will be accompanied by an electronic copy of the design in MicroStation format.

Appendix A-5
Total Project Fee

"M" and "N" Street, 7th to 10th Street
City Project Number 870302

Task No.	Task Description		Fee Estimate
1	Project Management		$9,428.00
2	General Project Meetings		$8,475.00
3	Survey		$6,000.00
4	Utility Coordniation		$3,078.00
5	Public Involvement		$4,284.00
6	Drainage Analysis		$6,292.00
7	Traffic		$17,920.00
8	First Submittal		$54,230.00
9	Geotechnical Evaluation		$0.00
10	Environmental / Historical Review		$0.00
11	Exist Water - Sanitary Relocates		$2,060.00
12	Structural / Bridge Design		$0.00
13	Water Main Design		$878.00
14	Wastewater Design		$3,129.00
15	Right-of-Way		$8,880.00
16	Landscape Design		$1,384.00
17	Second Submittal		$67,004.00
18	QA/QC		$12,632.00
19	Permit Applications		$3,415.00
20	PS&E Submittals		$9,152.00
21	Bidding Phase		$4,580.00
22	Construction Phase		$17,456.00
	Expenses		$1,615.00
		Total Project Cost	$241,892.00

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	86	$161.00	$13,846	$13,846.00
Senior Engineer	Sr Eng	364	$161.00	$58,604	$58,604.00
Project Manager	Traffic	180	$140.00	$25,200	$25,200.00
Structural Engineer	STR Eng	0	$0.00	$0	$0.00
Project Engineer I	PE	303	$97.00	$29,391	$29,391.00
Project Engineer II	PE	164	$105.00	$17,220	$17,220.00
Senior Technologist	ST	328	$105.00	$34,440	$34,440.00
Designer II	D2	552	$76.00	$41,952	$41,952.00
Office Assistant	CLER	12	$45.00	$540	$540.00
Olsson Associates - QA Review Traffic Signals	OATr	24	$115.00	$2,760	$2,760.00
Olsson Associates - QA Review Roadway	OAR	16	$155.00	$2,480	$2,480.00
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	148	$77.00	$11,396	$11,396.00
Instrument Operator	IO	48	$51.00	$2,448	$2,448.00
Survey Crew Member (CM)	SCM	0	$0.00	$0	$0.00
Survey Technician	Srvy Tech	4	$0.00	$0	$0.00
Expenses					**$1,615.00**
		2229		**$240,277**	**$241,892.00**

TOTAL EXPENSES					
Expenses	**Amount**		**$ Ea.**		**Cost**
Design					
Travel, mile (car)		MILES			$0.00
Travel, mile (survey vehicle)	30	MILES	0.50		$15.00
Environmental Documentation (lump sum)		L.S.			$0.00
Half Size Plots (each)	500	EA.	1		$500.00
Mylars, Half Size Plots (each)	100	EA.	1		$100.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	1000		$1,000.00
Geotechnical Borings and Report		L.S.			$0.00
			Sub Total		**$1,615.00**
Survey Expenses					
Public Involvement Expenses					
			Total		**$1,615.00**

MAN-HOUR ESTIMATE - M and N Street, 7th to 10th Street / PROJECT NUMBER 870302

Task No.	Description of Work Items / Tasks	Principal	PM	Sr Eng	Traffic	STR Eng	PE	PE	ST	D2	CLER	OATr	OAR	PI Coord	GR. DES.	ILL	WM / DD	RLS	RLS	IO	SCM	Srvy Tech	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
1	**Project Management**																												
	Project Management		40																				40	$6,440	$0	$6,440	$0	**$6,440.00**	
	Coordination with Others																						0	$0	$0	$0	$0	**$0.00**	
	Design Memorandum		2	8							2												12	$1,700	$0	$1,700	$0	**$1,700.00**	
	Condemnation Hearings			8																			8	$1,288	$0	$1,288	$0	**$1,288.00**	
																													$9,428.00
2	**General Project Meetings**																												
	Kick-Off Meeting		1	1																			2	$322	$0	$322	$0	**$322.00**	
	Progress Meetings		8	12	4																		24	$3,780	$0	$3,780	$0	**$3,780.00**	
	Review Meetings			8	8																		16	$2,408	$0	$2,408	$0	**$2,408.00**	
	Plan-in-Hand		1	4	4				4		4												17	$1,965	$0	$1,965	$0	**$1,965.00**	
																													$8,475.00
3	**Survey**																												
	Topographical Survey			8															32	8		0	48	$4,160	$0	$4,160	$0	**$4,160.00**	
	Base Map Preparation																		8				8	$616	$0	$616	$0	**$616.00**	
	Horizontal Control																			4		0	4	$204	$0	$204	$0	**$204.00**	
	Vertical Control																			4		0	4	$204	$0	$204	$0	**$204.00**	
	Locate Section Corners																			8		0	8	$408	$0	$408	$0	**$408.00**	
	Bench Level Run																			8		0	8	$408	$0	$408	$0	**$408.00**	
	Utility Locates																						0	$0	$0	$0	$0	**$0.00**	
																													$6,000.00
4	**Utility Coordination**																												
	Utility Location / Verification			4																		4	8	$644	$0	$644	$0	**$644.00**	
	Utility Plan Submittal			4																			4	$644	$0	$644	$0	**$644.00**	
	Utility Review Meetings / Coordination		2	8							4												14	$1,790	$0	$1,790	$0	**$1,790.00**	
																													$3,078.00
5	**Public Involvement**																												
	Public Involvement Planning Meetings																						0	$0	$0	$0	$0	**$0.00**	
	Public Involvement Plan																						0	$0	$0	$0	$0	**$0.00**	
	Database Development / Maintenance																						0	$0	$0	$0	$0	**$0.00**	
	Key Stakeholder Outreach																						0	$0	$0	$0	$0	**$0.00**	
	City Council (1 pre-council, 1 reg meeting)																						0	$0	$0	$0	$0	**$0.00**	
	Open Houses (2)		4	4				4															12	$1,708	$0	$1,708	$0	**$1,708.00**	
	One-on-One, Small Group Meetings			16																			16	$2,576	$0	$2,576	$0	**$2,576.00**	
	Newsletters / Informational Materials																						0	$0	$0	$0	$0	**$0.00**	
	Web Site Development																						0	$0	$0	$0	$0	**$0.00**	
	Final PI Report / Documentation			0																			0	$0	$0	$0	$0	**$0.00**	
																													$4,284.00
6	**Drainage Analysis**																												
	Hydraulic / Hydrologic Analysis			0			16																16	$1,680	$0	$1,680	$0	**$1,680.00**	
	Floodplain Study			0			8																8	$840	$0	$840	$0	**$840.00**	
	Preliminary Drainage Studies			4			24		8														36	$3,772	$0	$3,772	$0	**$3,772.00**	
																													$6,292.00
7	**Traffic**																												
	Traffic Data Collection				8																		8	$1,120	$0	$1,120	$0	**$1,120.00**	
	Traffic Analysis				8																		8	$1,120	$0	$1,120	$0	**$1,120.00**	
	Traffic Signal / ITS Design / Street Lighting				80																		80	$11,200	$0	$11,200	$0	**$11,200.00**	
	Pavement Marking & Signing				32																		32	$4,480	$0	$4,480	$0	**$4,480.00**	
																													$17,920.00
8	**First Submittal**																												
	Site Inspections			4			4	4	4	0													16	$1,872	$0	$1,872	$0	**$1,872.00**	
	Produce Video and Still Log								4														4	$420	$0	$420	$0	**$420.00**	
	Prepare Alternatives																						0	$0	$0	$0	$0	**$0.00**	
	Preliminary Designs		4	16	16		24	24	24	24													132	$14,652	$0	$14,652	$0	**$14,652.00**	
	Cover Sheet			2					4	8													14	$1,350	$0	$1,350	$0	**$1,350.00**	
	Typical Section Sheets			4			4	0	8	16													32	$3,088	$0	$3,088	$0	**$3,088.00**	
	General Notes Sheet			2				4	4	8													18	$1,770	$0	$1,770	$0	**$1,770.00**	
	Horizontal/Vertical Control Sheets								2									0	4				6	$518	$0	$518	$0	**$518.00**	
	Geometric Sheets			8	4		8	8	24	40													92	$9,024	$0	$9,024	$0	**$9,024.00**	
	Roadway Plan and Profile Sheets			4			8	8	16	40													76	$6,980	$0	$6,980	$0	**$6,980.00**	
	Right-of-Way Sheets			4					8	16									16				44	$3,932	$0	$3,932	$0	**$3,932.00**	
	Roadway Cross-Section Sheets			4			8	8	16	8													44	$4,548	$0	$4,548	$0	**$4,548.00**	
	Preliminary Construction Phasing			8			8	0	8	8													32	$3,512	$0	$3,512	$0	**$3,512.00**	
	Cost Estimates			4			8		8	4													24	$2,564	$0	$2,564	$0	**$2,564.00**	
																													$54,230.00
9	**Geotechnical Investigation**																												
	Data Research																						0	$0	$0	$0	$0	**$0.00**	
	Design Recommendations																						0	$0	$0	$0	$0	**$0.00**	
	Geotechnical Report																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00

MAN-HOUR ESTIMATE - M and N Street, 7th to 10th Street / PROJECT NUMBER 870302

Task No.	Description of Work Items / Tasks	Principal	PM	Sr Eng	Traffic	STR Eng	PE	PE	ST	D2	CLER	OATr	OAR	P I Coord	GR. DES.	ILL	WM / DD	RLS	RLS	IO	SCM	Srvy Tech	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
10	**Environmental/Historical Review**																												
	NEPA Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Traffic Noise Study																						0	$0	$0	$0	$0	**$0.00**	
	Hazardous Material Review																						0	$0	$0	$0	$0	**$0.00**	
	Wetlands and Habitat Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Wetland Permitting																						0	$0	$0	$0	$0	**$0.00**	
	Historical / Archeological Investigation																						0	$0	$0	$0	$0	**$0.00**	
	Impacts to Misc. Environmental Resources																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Draft Environmental Review																						0	$0	$0	$0	$0	**$0.00**	
	Endangered Species Review																						0	$0	$0	$0	$0	**$0.00**	
	Public Land Impacts (4F or 6F)																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
11	**Water Main/Wastewater Relocation**																												
	Water Main/Wastewater Relocation			4			4		4	8													20	$2,060	$0	$2,060	$0	**$2,060.00**	
																													$2,060.00
12	**Structural/Bridge Design**																												
	Box Culvert Design and Plan Preparation																						0	$0	$0	$0	$0	**$0.00**	
	Lighting																						0	$0	$0	$0	$0	**$0.00**	
	Retaining Wall																						0	$0	$0	$0	$0	**$0.00**	
	De-Icing System																						0	$0	$0	$0	$0	**$0.00**	
																													$0.00
13	**Water Main Design**																												
	Horizontal Alignment			0			0		0	0													0	$0	$0	$0	$0	**$0.00**	
	Vertical Alignment			0			0		0	0													0	$0	$0	$0	$0	**$0.00**	
	Detail Drawings			0			0		0	0													0	$0	$0	$0	$0	**$0.00**	
	Utility Conflict Verification and Resolution			2			2		2	2													8	$878	$0	$878	$0	**$878.00**	
																													$878.00
14	**Wastewater Design**																												
	Horizontal Alignment			0					2	2													4	$362	$0	$362	$0	**$362.00**	
	Vertical Alignment			2					4	2													8	$894	$0	$894	$0	**$894.00**	
	Detail Drawings			2					4	6													12	$1,198	$0	$1,198	$0	**$1,198.00**	
	Utility Conflict Verification and Resolution			1					2	4													7	$675	$0	$675	$0	**$675.00**	
																													$3,129.00
15	**Right-of-Way**																												
	Right-of-Way Plans			8			0												40				48	$4,368	$0	$4,368	$0	**$4,368.00**	
	Legal Descriptions																		40				40	$3,080	$0	$3,080	$0	**$3,080.00**	
	Stake Right-of-Way																		8	16			24	$1,432	$0	$1,432	$0	**$1,432.00**	
																													$8,880.00
16	**Landscape Design**																												
	Landscape Design			**0**			**8**			**8**													16	$1,384	$0	$1,384	$0	**$1,384.00**	
																													$1,384.00
17	**Second Submittal**																												
	Second Submittal Design																						0	$0	$0	$0	$0	**$0.00**	
	Cover Sheet			2			0		4	4													10	$1,046	$0	$1,046	$0	**$1,046.00**	
	Summary of Quantities Sheet			4			8	0	8	8													28	$2,868	$0	$2,868	$0	**$2,868.00**	
	Typical Section Sheets			2			8	0	4	4													18	$1,822	$0	$1,822	$0	**$1,822.00**	
	General Notes Sheet			2			0		4	4													10	$1,046	$0	$1,046	$0	**$1,046.00**	
	Detail Sheets			2			8		8	8													26	$2,546	$0	$2,546	$0	**$2,546.00**	
	Horizontal/Vertical Control Sheets						0			8													8	$608	$0	$608	$0	**$608.00**	
	Construction Phasing			4			8	0	8	16													36	$3,476	$0	$3,476	$0	**$3,476.00**	
	Traffic Control Sheets			2			0																2	$322	$0	$322	$0	**$322.00**	
	Geometric Sheets			8			8		16	24													56	$5,568	$0	$5,568	$0	**$5,568.00**	
	Joints and Grades Sheets			8			8		16	40													72	$6,784	$0	$6,784	$0	**$6,784.00**	
	Roadway Plan and Profile Sheets			4			8	0	8	24													44	$4,084	$0	$4,084	$0	**$4,084.00**	
	Construction Sheets			4			8	0	16	24													52	$4,924	$0	$4,924	$0	**$4,924.00**	
	Removal Sheets			4			0		8	24													36	$3,308	$0	$3,308	$0	**$3,308.00**	
	Retaining Wall Plan and Profile Sheets			2			0		8	16													26	$2,378	$0	$2,378	$0	**$2,378.00**	
	Retaining Wall Details			2			0		8	8													18	$1,770	$0	$1,770	$0	**$1,770.00**	
	Storm Drainage Plan and Profile Sheets			8			0	24		24													56	$5,632	$0	$5,632	$0	**$5,632.00**	
	Culvert/Channel Cross-Section Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Sediment and Erosion Control Sheets			4			8	4		16													32	$3,056	$0	$3,056	$0	**$3,056.00**	
	Wastewater Plan and Profile Sheets			4			8		8	16													36	$3,476	$0	$3,476	$0	**$3,476.00**	
	Water Main Plan and Profile Sheets			4			0		8	8													20	$2,092	$0	$2,092	$0	**$2,092.00**	
	Traffic Signal Plan Sheets			4			8			40													52	$4,460	$0	$4,460	$0	**$4,460.00**	
	Pavement Marking & Signing Sheets			2			0																2	$322	$0	$322	$0	**$322.00**	
	Lighting Plan Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Landscaping Sheets																						0	$0	$0	$0	$0	**$0.00**	
	Right-of-Way Sheets			8			8																16	$2,064	$0	$2,064	$0	**$2,064.00**	
	Roadway Cross-Section Sheets			4			0																4	$644	$0	$644	$0	**$644.00**	
	Cost Estimates			8			4																12	$1,676	$0	$1,676	$0	**$1,676.00**	
	Special Provisions			4			4																8	$1,032	$0	$1,032	$0	**$1,032.00**	
																													$67,004.00

MAN-HOUR ESTIMATE - M and N Street, 7th to 10th Street / PROJECT NUMBER 870302

Task No.	Description of Work Items / Tasks	Principal	PM	Sr Eng	Traffic	STR Eng	PE	PE	ST	D2	CLER	OATr	OAR	PI Coord	GR. DES.	ILL	WM / DD	RLS	RLS	IO	SCM	Srvy Tech	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
18	**QA/QC**																												
	Plan Review		16	16	16																		48	$7,392	$0	$7,392	$0	**$7,392.00**	
	OA Traffic Signal Review											24											24	$2,760	$0	$2,760	$0	**$2,760.00**	
	OA Roadway Review												16										16	$2,480	$0	$2,480	$0	**$2,480.00**	
																													$12,632.00
19	**Permit Applications**																												
	404 Permit																						0	$0	$0	$0	$0	**$0.00**	
	Floodplain Permit			4				8															12	$1,484	$0	$1,484	$0	**$1,484.00**	
	SWPPP			1				4		8													13	$1,189	$0	$1,189	$0	**$1,189.00**	
	NPDES Permit			2				4															6	$742	$0	$742	$0	**$742.00**	
	Railroad Permit																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Railroad Insurance																						0	$0	$0	$0	$0	**$0.00**	
	NDOR Use of Right of Way Permit																						0	$0	$0	$0	$0	**$0.00**	
	NDOR Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Utility Permit																						0	$0	$0	$0	$0	**$0.00**	
	Lancaster County Inter-local Agreement																						0	$0	$0	$0	$0	**$0.00**	
	Nebraska Dept. of Environmental Quality																						0	$0	$0	$0	$0	**$0.00**	
	City/County Health Dept. Noise Permit																						0	$0	$0	$0	$0	**$0.00**	
																													$3,415.00
20	**PS&E Submittals**																												
	Draft PS&E Submittal		4	8			8	4	8	8													40	$4,576	$0	$4,576	$0	**$4,576.00**	
	Final PS&E Submittal		4	8			8	4	8	8													40	$4,576	$0	$4,576	$0	**$4,576.00**	
																													$9,152.00
21	**Bidding Phase**																												
	Attend Pre-Bid Meeting			4			4																8	$1,032	$0	$1,032	$0	**$1,032.00**	
	Answer Design Questions			8			4	4															16	$2,096	$0	$2,096	$0	**$2,096.00**	
	Prepare Addenda			4			4	4															12	$1,452	$0	$1,452	$0	**$1,452.00**	
																													$4,580.00
22	**Construction Phase**																												
	Attend Pre-Construction Meeting			3			3																6	$774	$0	$774	$0	**$774.00**	
	Review Shop Drawings						10				2												12	$1,060	$0	$1,060	$0	**$1,060.00**	
	Prepare Change Orders																						0	$0	$0	$0	$0	**$0.00**	
	Prepare Revision Sheets			6			12		24														42	$4,650	$0	$4,650	$0	**$4,650.00**	
	Answer Design Questions			20			40																60	$7,100	$0	$7,100	$0	**$7,100.00**	
	Evaluate substitute "or equal" bids						8																8	$776	$0	$776	$0	**$776.00**	
	Conduct Site Visits (6 visits)			12			12																24	$3,096	$0	$3,096	$0	**$3,096.00**	
	Review and Certify Pay Requests																						0	$0	$0	$0	$0	**$0.00**	
																													$17,456.00
	Total Manhours	0	86	364	180	0	303	164	328	552	12	24	16	0	0	0	0	0	148	48	0	4	2229						
	Total	$0	$13,846	$58,604	$25,200	$0	$29,391	$17,220	$34,440	$41,952	$540	$2,760	$2,480	$0	$0	$0	$0	$0	$11,396	$2,448	$0	$0	$240,277	$240,277	$0	$240,277	$0	**$240,277.00**	
	Total Labor, OH & Profit	$0	$13,846	$58,604	$25,200	$0	$29,391	$17,220	$34,440	$41,952	$540	$2,760	$2,480	$0	$0	$0	$0	$0	$11,396	$2,448	$0	$0						**$240,277.00**	

Appendix A-6
Scope of Services

TASK ORDER 60 - HAYMARKET INFRASTRUCTURE DESIGN PROJECT TRAFFIC ANALYSIS

JPA Project Number 870000

TASK 1. Project Management

a. Project Management

The Traffic Design Team Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work of subconsultants. Provide regular progress reports with invoices. Project Management efforts will follow appropriate guidance as given in the City of Lincoln's website "Guiding Principles and Procedures (GP&P)"

b. Coordination with Others

The Traffic Design Team will coordinate project activities 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 scope estimates two (2) coordination meetings for the Traffic Analysis task and three (3) coordination meetings for the Event Transportation Management Plan task, as discussed later in this Scope of Services.

TASK 2. General Project Meetings

a. Kick-Off Meeting

Once notice to proceed has been received, the Design Team will schedule and attend a kick-off meeting with the JPA Project Management Team which shall include appropriate City of Lincoln Traffic Engineering staff. The JPA's Project Management Team will supply a list of invitees and the Design Team shall be responsible for notification to attendees.

b. Progress Meetings

Progress meetings for this project are included in the "Coordination with Others" item of this task order.

c. Review Meetings

The Design Team will schedule and attend up to two (2) review meetings to receive the JPA review comments from the submittals.

TASK 3. Traffic

a. Traffic Data Collection

No data collection is required as part of this scope of services.

b. Traffic Analysis

As an amendment to the West Haymarket Arena Event Traffic Study, prepared as part of the previously completed TEUP activities, the Consultant will evaluate and make recommendations to accommodate pre- and post-event conditions without the full build out of the U.S. Highway 6 (Sun Valley Boulevard) realignment improvements in place. These improvements were developed as part of the Nebraska Department of Roads' US-6 Location Study and Environmental Assessment but are not presently programmed for implementation. Where the previous West Haymarket Arena Event Traffic Study assumed that these improvements would be in place, this amendment will initially assume that those improvements will not have been implemented by the time of this first event. Instead, this evaluation will assume only the existing transportation network plus those intersection improvements identified during the TEUP activities will make up the transportation/roadway infrastructure on opening day. This evaluation will focus on confirming or recommending modifications to the proposed TEUP improvements necessary along Cornhusker Highway, Sun Valley Boulevard, West "O" Street, 1st Street, Charleston Street and Line Drive. Specific focus of this evaluation will be given to the following intersections:

- West "O" Street/Sun Valley Boulevard
- Sun Valley Boulevard/Line Drive
- Sun Valley Boulevard/Charleston Street
- 1st Street/Cornhusker Highway
- 10th Street/Sun Valley Boulevard
- 11th Street/Saunders Avenue
- 11th Street/Cornhusker Highway

The traffic analysis activities described above will take into consideration other known planned/programmed projects within an area of influence to the West Haymarket development area. This includes, but is not limited to, preliminary evaluations being performed by NDOR regarding the interchange at I-180/Superior Street. As part of this component of the traffic analysis task, daily traffic volume forecasts will be obtained from NDOR with pre- and post-event (hourly) traffic volumes developed by the Consultant.

Under the assumption that the full realignment of US-6 (Sun Valley Boulevard), as proposed by NDOR, will be implemented at some time in the future, improvements to the Sun Valley Boulevard-area transportation network will be identified to mitigate traffic operations deficiencies while this realignment project is being constructed. This evaluation will address potential improvements, to be implemented as part of the West Haymarket improvements, along Cornhusker Highway, Sun Valley Boulevard, West "O" Street, 1st Street, Charleston Street and Line Drive.

Upon completion of the traffic analysis, the Design Team will prepare a report, to be reviewed by the Program Manager and the JPA Project Management Team, that contains graphics as needed to reflect the recommendations, geometrics, and design alternatives studied.

c. Event Transportation Management Plan

In coordination with the JPA and City of Lincoln, the Design Team will prepare an event transportation management plan to identify the necessary measures to accommodate pre- and post-event traffic conditions. This plan will address the following event-related components:

- Intelligent Transportation Systems
- Parking
- Transit
- Pedestrians
- Curb-side drop-offs
- Traffic Signalization
- Police enforcement/support

In developing this plan, the Consultant will coordinate with agencies including, but not limited to:

- City of Lincoln Public Works & Utilities Department
  - Engineering Services
  - StarTran
- City of Lincoln, Urban Development Department
  - Parking Services
- City of Lincoln Police Department
- University of Nebraska-Lincoln
- Nebraska Department of Roads

Upon completion of the event management planning activities, the Design Team will prepare a report, to be reviewed by the Program Manager and JPA Project Management Team, that contains graphics as needed to reflect the recommendations of this task.

JPA Responsibilities

The JPA and/or the City of Lincoln will supply the following information:

- ❑ Copies of available reports
- ❑ Available current and future traffic volumes and reports
- ❑ Electronic files (Synchro, Excel) from TEUP traffic study activities
- ❑ Attend coordination, progress and review meetings, as needed

GENERAL INFORMATION

Reports, Studies and Technical Information:

The Design Team shall prepare and submit the following items:

1. Meeting minutes from all meetings
2. Traffic Analysis report
3. Event Management Plan report

Appendix A-6
Total Project Fee

Haymarket Infrastructure Design Project - Traffic Analysis

Task No.	Task Description		Fee Estimate
1	Project Management		$14,130.00
2	General Project Meetings		$3,085.00
3	Traffic		$67,260.00
	Expenses		$250.00
		Total Project Cost	$84,725.00

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)

Overhead Rate :	**0%**
Profit :	**0%**

Personnel		Total Hr.	Salary $ Per Hr.	Labor Cost	Total Cost
Principal	Principal	14	$190.00	$2,660	$2,660.00
Group Leader	Grp Ldr	75	$170.00	$12,750	$12,750.00
Senior Engineer	Sr. Eng	60	$162.00	$9,720	$9,720.00
Senior Project Engineer	Sr. PE	243	$160.00	$38,880	$38,880.00
Project Engineer	PE	109	$115.00	$12,535	$12,535.00
Assistant Engineer	Asst. Eng.	0	$85.00	$0	$0.00
Assistant Technician	Asst. Tech	100	$65.00	$6,500	$6,500.00
Administrative Assistant	Admin. Ast.	22	$65.00	$1,430	$1,430.00
Expenses					**$250.00**
		623		**$84,475**	**$84,725.00**

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)		EA.			$0.00
Mylars, Half Size Plots (each)		EA.			$0.00
Aerial Mapping (DTM)		L.S.			$0.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S.	250		$250.00
Geotechnical Borings and Report		L.S.			$0.00
			Sub Total		**$250.00**
Survey Expenses					**$0.00**
Public Involvement Expenses					
			Total		**$250.00**

MAN-HOUR ESTIMATE - Haymarket Infrastructure Design Project - Traffic Analysis

Task No.	Description of Work Items / Tasks	Principal	Grp Ldr	Sr. Eng	Sr. PE	STR Eng	PE	Asst. Eng.	SET	Asst. Tech	Admin Ast.	FAC	PI Spec	PI Coord	GR. DES.	ILL	WM / DD	RLS	RLS	SCC	SCM	Srvy Tech	Total Manhours	Total Labor Fee	Overhead 0.00%	Total (A+B)	Profit 0.00%	Total Fee (A+B+C)	
1	**Project Management**																												
	Project Management	6	32								6												44	$6,970	$0	$6,970	$0	**$6,970.00**	
	Coordination with Others (5 meetings)		24		8		10				10												52	$7,160	$0	$7,160	$0	**$7,160.00**	
																													$14,130.00
2	**General Project Meetings**																												
	Kick-Off Meeting (hours covered in TO # 10)		3		3		3				2												11	$1,465	$0	$1,465	$0	**$1,465.00**	
	Progress Meetings (included in "Corrdination with Others")																						0	$0	$0	$0	$0	**$0.00**	
	Review Meetings (2 meetings)		8								4												12	$1,620	$0	$1,620	$0	**$1,620.00**	
																													$3,085.00
3	**Traffic**																												
	Traffic Data Collection																	$0		0	0	0	0	$0	$0	$0	$0	**$0.00**	
	Traffic Analysis	4	4		132		16		0	40													196	$27,000	$0	$27,000	$0	**$27,000.00**	
	Event Management Plan	4	4	60	100		80		0	60													308	$40,260	$0	$40,260	$0	**$40,260.00**	
																													$67,260.00
	Total Manhours	14	75	60	243	0	109	0	0	100	22	0	0	0	0	0	0	0	0	0	0	0	623						
	Total	$2,660	$12,750	$9,720	$38,880	$0	$12,535	$0	$0	$6,500	$1,430	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$84,475	$84,475	$0	$84,475	$0	**$84,475.00**	
	Total Labor, OH & Profit	$2,660	$12,750	$9,720	$38,880	$0	$12,535	$0	$0	$6,500	$1,430	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0						**$84,475.00**	

APPENDIX B - PROJECT SCHEDULE

No.	Individual Project Component	Design Start	Target Ready to Bid Date Plans and Specifications	Target Construction Start Date	Target Construction Substantial Completion or Coordination/Analysis Complete
1	General Design Coordination and Support	11/1/2010	NA	NA	12/31/2013
2	USPS Parking Lot Reconstruction	11/1/2010	1/18/2011	3/14/2011	8/1/2011
3	10th and Salt Creek Roadway	11/1/2010	3/1/2011	5/1/2011	9/1/2011
4	Initial Haymarket Site Preparation	11/1/2010	3/15/2011	5/16/2011	9/1/2011
5	"M" and "N" Street, 7th to 10th Streets	11/1/2010	3/15/2011	5/16/2011	10/1/2011
6	Traffic Analysis	11/1/2010	NA	NA	12/31/2012

Appendix C

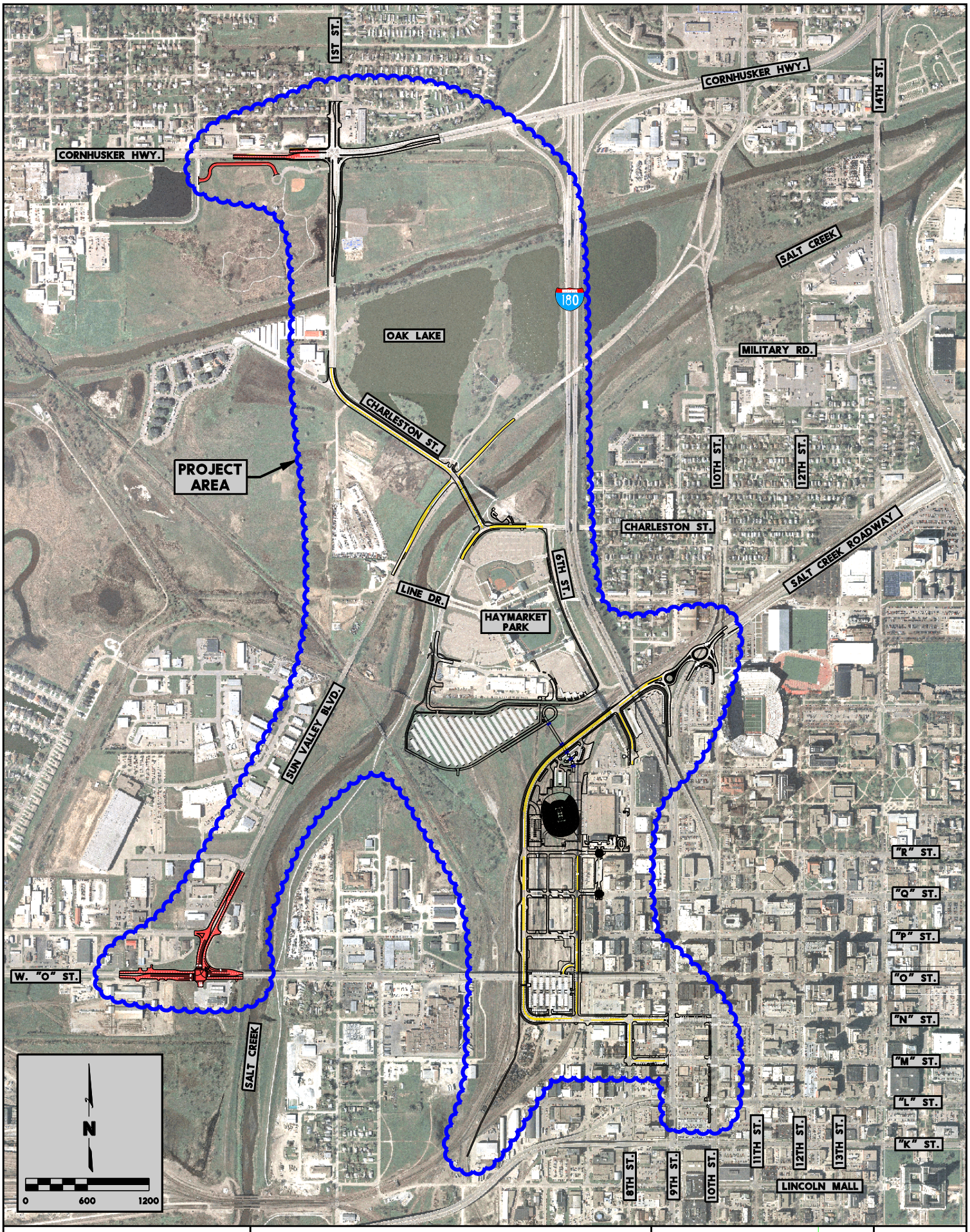
Reimbursable Expenses Schedule

Travel		
Suburban/Pickups	0.68	/mile
OA Fleet Cars/Vans	55.00	/full day
Office Expenses*		
Copies BW - All	0.15	/each
Copies Color 8.5 x 11	0.50	/each
Copies Color 8.5 x 14	0.50	/each
Copies Color 11 x 17	1.00	/each
Bond	0.20	/sq ft
Film-Mylar	3.00	/sq ft
HP DesignJet Color - Satin Photo	4.00	/sq ft
HP DesignJet Color – Glossy Photo	6.00	/sq ft
Miscellaneous Materials/Supplies/Services		
Supplies	Cost	
Outside Billings	Cost	
Telephone	Cost	
Sub-Consultants	Cost	
Survey Supplies & Equipment		
Survey Supplies	*Estimated Costs*	
Wood Lath - Various Sizes	0.70	/each
Wood Hubs (2x2x8)	0.35	/each
Wood Guards (Stakes) (1x2x18)	0.35	/each
Pipe	5.25	/each
Flags	0.10	/each
Flagging Tape	1.50	/roll
Paint	4.40	/can
Rebar (1/2")	1.20	/each
Rebar (3/4")	1.75	/each
Rebar (5/8")	1.66	/each

Appendix C

Olsson Associates 2010-2011
Standard Hourly Rates Schedule

Description	Hourly Rate ($)
Project Manager/Principal	180.00
Team Leader	162.00
Group Leader	148.00
Senior Engineer	155.00
Senior Project Engineer	142.00
Project Engineer	120.00
Associate Engineer	98.00
Assistant Engineer	85.00
Senior Scientist	120.00
Senior Project Scientist	105.00
Project Scientist	90.00
Associate Scientist	70.00
Assistant Scientist	60.00
Senior Surveyor	105.00
Surveyor	80.00
Associate Surveyor	60.00
Assistant Surveyor	55.00
2-Man Survey Crew w/ GPS	115.00
Technical Manager	118.00
Design Associate	95.00
Design Technician	84.00
Senior Technician	80.00
Associate Technician	73.00
Assistant Technician	68.00
Public Involvement Specialist	78.00
Administrative Coordinator	70.00
Administrative Assistant	60.00
Web Developer	105.00



DATE: 11/10/2010
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PROJECT NO: 010-2431	WEST HAYMARKET INFRASTRUCTURE PROJECT AREA	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: JJW			1
DATE: 11/10/2010			

WH 10-21 Introduce: 11-18-10

RESOLUTION NO. WH- _____

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

1. That the Agreement attached hereto and incorporated herein by this reference between Olsson Associates and the West Haymarket Joint Public Agency providing for Olsson Associates to perform Construction Design Services in connection with the Haymarket Infrastructure Design Project, including but not limited to the USPS Parking Lot Reconstruction, the 10th and Salt Creek Roadway improvements, and the M and N Streets, 7th to 10 Streets improvements, is hereby accepted and approved and the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said Agreement on behalf of the West Haymarket Joint Public Agency.

2. That the West Haymarket Joint Public Agency, by approval of this Agreement hereby authorizes the acquisition of all necessary right-of-way, easements, or other interests in land, by purchase if possible, by condemnation if necessary, for the Haymarket Infrastructure Project.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Jayne Snyder, Chair

_____
Tim Clare

_____
Chris Beutler

Prepared by:
Kenneth Anderson, Director, Aon Environmental Services Group

In Coordination With:
Scott Scheidel, *Account Executive, Aon Risk Services Central, Inc. - Nebraska*

November 11, 2010

Executive Summary

Aon's Environmental Services Group (ESG), Aon Risk Services Central, Inc. and the City of Lincoln have worked together since early 2010 to (1) evaluate and analyze the environmental risk exposures facing the City of Lincoln related to the future development of the West Haymarket Arena Development (development) and (2) design and negotiate an environmental liability insurance program for the environmental risk exposures facing the City related to the development.

The City of Lincoln's future development of the West Haymarket Arena has a number of potential environmental risk exposures, including the following:

- Finding unknown pre-existing conditions which need to be cleaned up, or result in third-party bodily injury and/or property damage claims.
- Causing of new pollution conditions, or the exacerbating pre-existing conditions
- Delays in the construction caused by pollution conditions
- Third-party pollution events caused during the transportation and/or disposal of waste

In March, Aon ESG, the City and their consultant met to discuss the development and the areas of environmental concern. During this meeting, Aon ESG explained the potential uses of environmental insurance and what would be, and would not be, insurable. After this meeting, Aon took some basic underwriting data about the development to three leading environmental insurers; ACE, Chartis and Chubb. All three insurers provided indications for environmental liability insurance subject to further underwriting information. Aon presented and discussed the indications with the City in May 2010. Following the May meeting, Aon ESG conducted teleconferences between the City and the two leading environmental insurers, ACE and Chubb. Additional underwriting information, including updated maps of the locations to be insured, environmental reports and remediation plans and schedules were also provided to ACE and Chubb.

Based on this additional information, ACE and Chubb provided revised environmental liability insurance quotes which were presented and discussed with the City on November 3, 2010. Aon's recommendation and next steps are summarized below.

Recommendation and Next Steps

Based on the coverage being offered, and their cost competitiveness, Aon recommends that The City of Lincoln bind the environmental liability coverage being offered by ACE. Aon specifically recommends the following option offered by ACE:

- Policy term: 10-years pre-existing conditions, 5-years new conditions
- Policy limit: $20,000,000 each incident and policy aggregate
- Self-Insured Retention (SIR): $50,000 each incident
- Premium: $259,987 paid once at the policy's inception

Aon ESG recommends ACE for the following reasons:

1. Broader proposed coverage
2. More cost-effective premium for the 10-year option.
3. Availability of a $50,000 SIR.

In order to bind coverage, ACE will require the following:

1. Completed and signed original ACE Application.
2. Completed and signed copy of the attached TRIA disclosure form.
3. Completion of a satisfactory ACE engineering review of environmental documents and mold management/water intrusion plan.
4. *Coverage may be available on an admitted basis if the insured meets the requirements for Commercial Lines Rate and Form Deregulation.*

Aon appreciates the opportunity to work with The City of Lincoln on this very important initiative. Please direct any questions about this proposal to either Kenn Anderson or Scott Scheidel.

Acknowledgement and Approval of Insured

We hereby acknowledge receipt and review of the information presented in this Proposal ("Proposal") dated November 3, 2010 for environmental liability insurance and provided in the attached Quote Disclosure Report (will be sent under separate cover). We hereby instruct Aon Risk Solutions to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

We further agree that Aon is entitled to collect from insurers the compensation as set forth in the Quote Disclosure Report. We also acknowledge that Aon has provided information about its contractual agreements and ownership interest(s), if any, in the insurers listed in this Renewal Proposal through Aon's website at www.aon.com/about-aon/corporate-governance/guidelines-policies/market-relationship.jsp.

Date: _____ _____

On behalf of *The City of Lincoln*

WH 10-22 Introduce: 11-18-10

RESOLUTION NO. WH- _____

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

That the West Haymarket Joint Public Agency does hereby authorize AON Risk Solutions on behalf of the West Haymarket Joint Public Agency to bind the environmental liability insurance coverage being offered by ACE as set forth in the attached Environmental Liability Insurance – Executive Summary and Recommendation dated November 11, 2010.

Introduced by:

_____

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

_____
Legal Counsel for
West Haymarket Joint Public Agency

_____
Jayne Snyder, Chair

_____
Tim Clare

_____
Chris Beutler

Prepared by:
Kenneth Anderson, Director, Aon Environmental Services Group

In Coordination With:
Scott Scheidel, *Account Executive, Aon Risk Services Central, Inc. - Nebraska*

November 11, 2010

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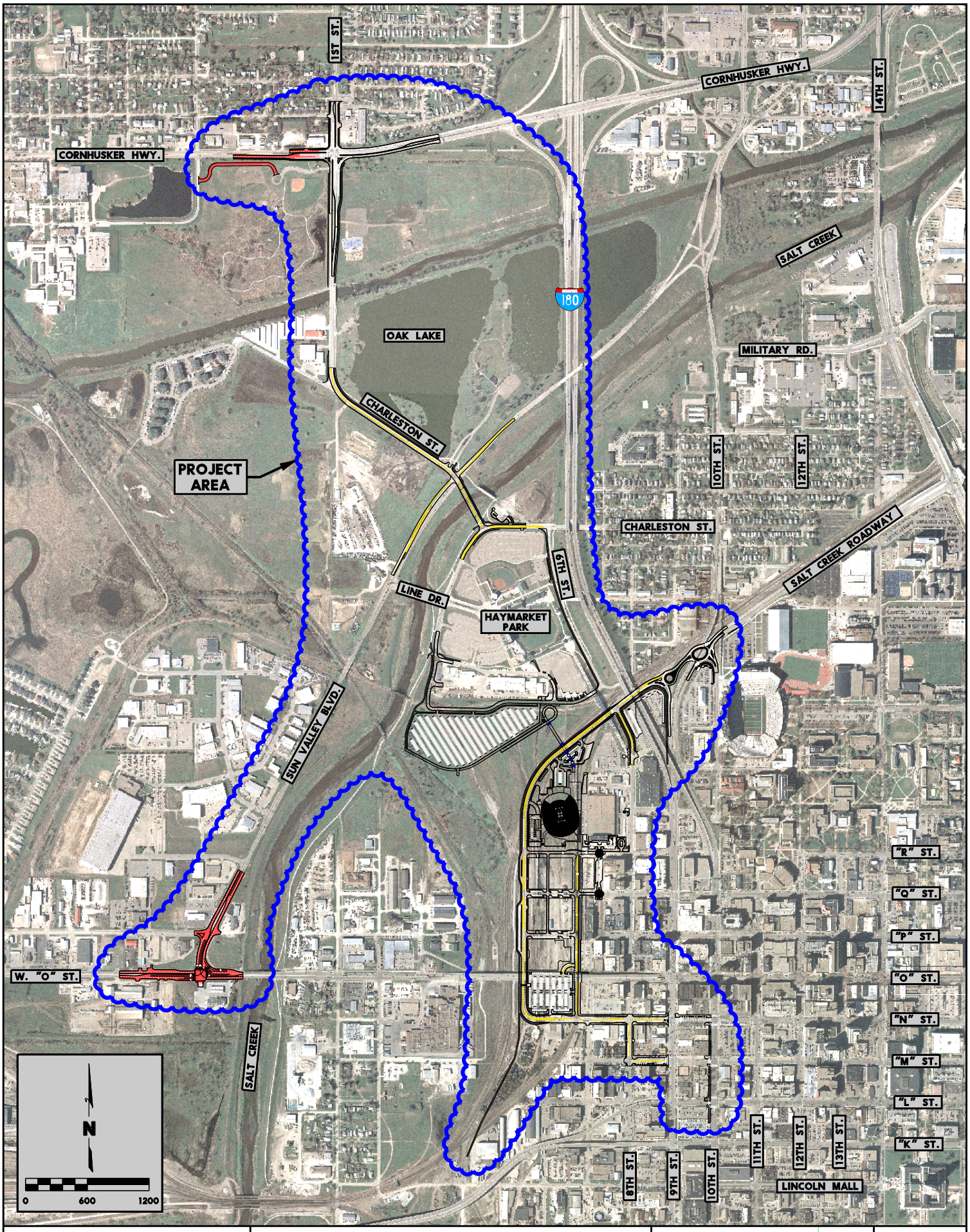
Date: _____ _____

On behalf of *The City of Lincoln*



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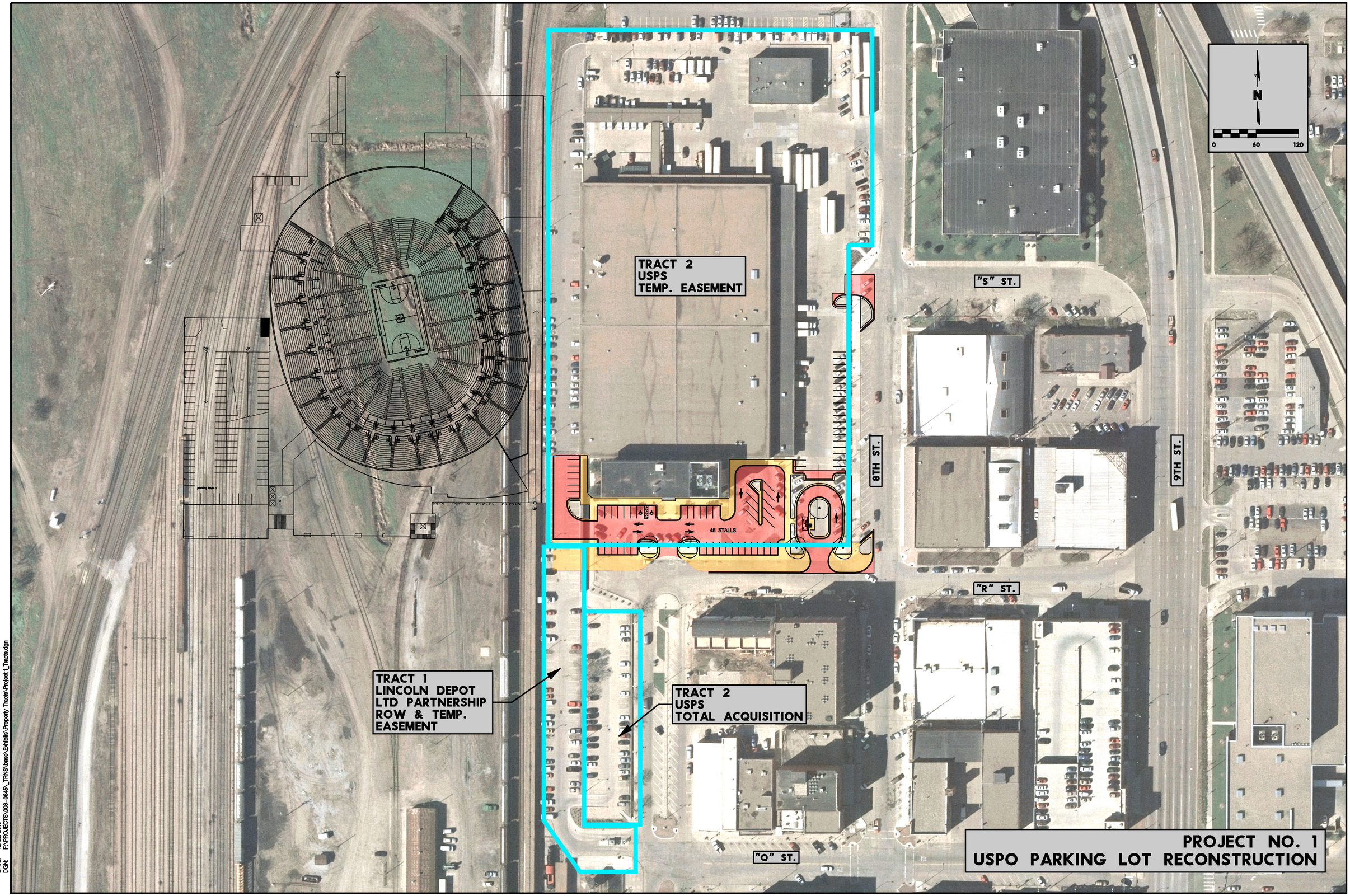
PROJECT NO: 010-2431	WEST HAYMARKET INFRASTRUCTURE PROJECT AREA	OLSSON ASSOCIATES	EXHIBIT
DRAWN BY: JJW			1
DATE: 11/10/2010			



PROJECT NO. 1
USPO PARKING LOT RECONSTRUCTION

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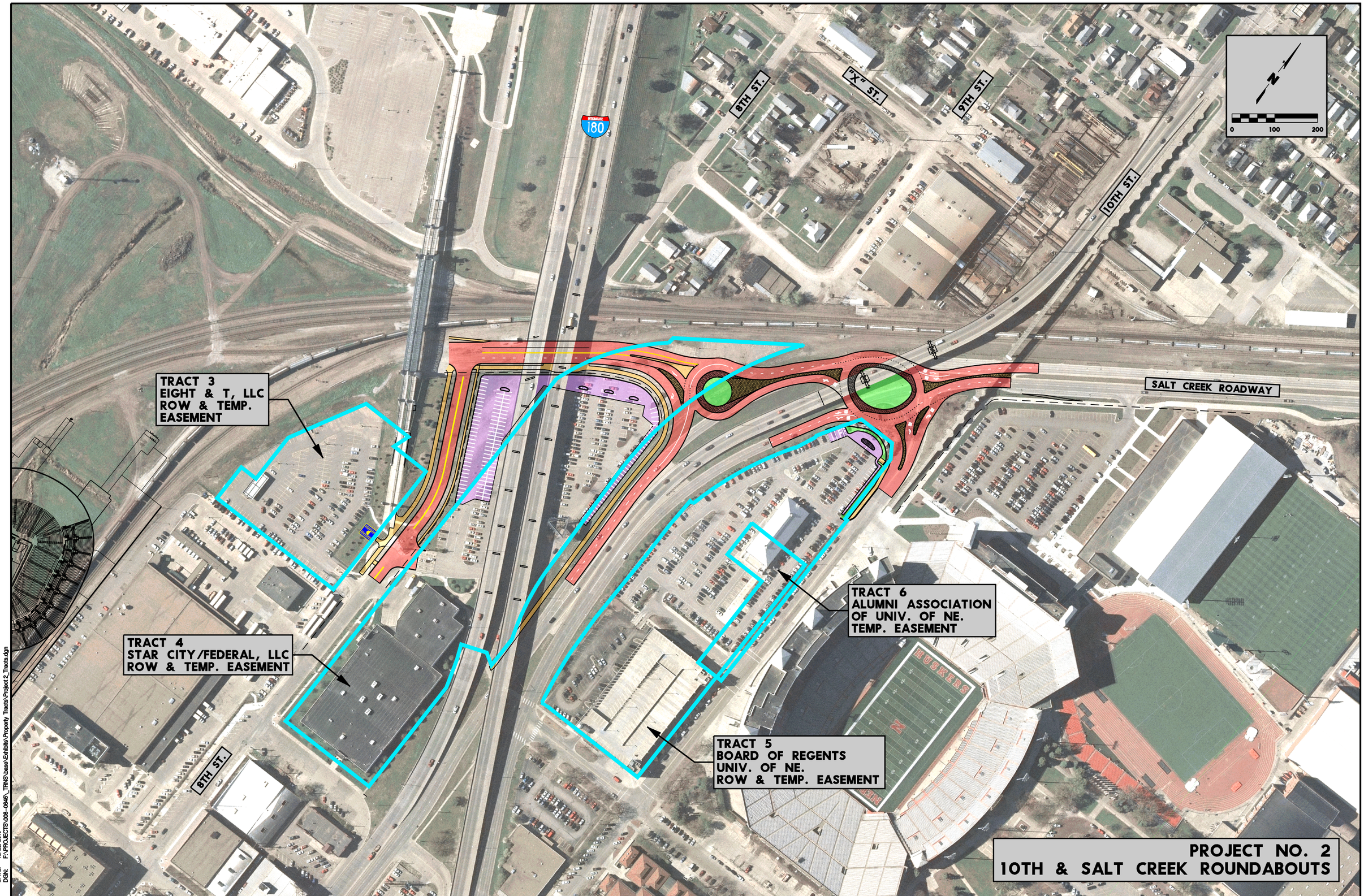

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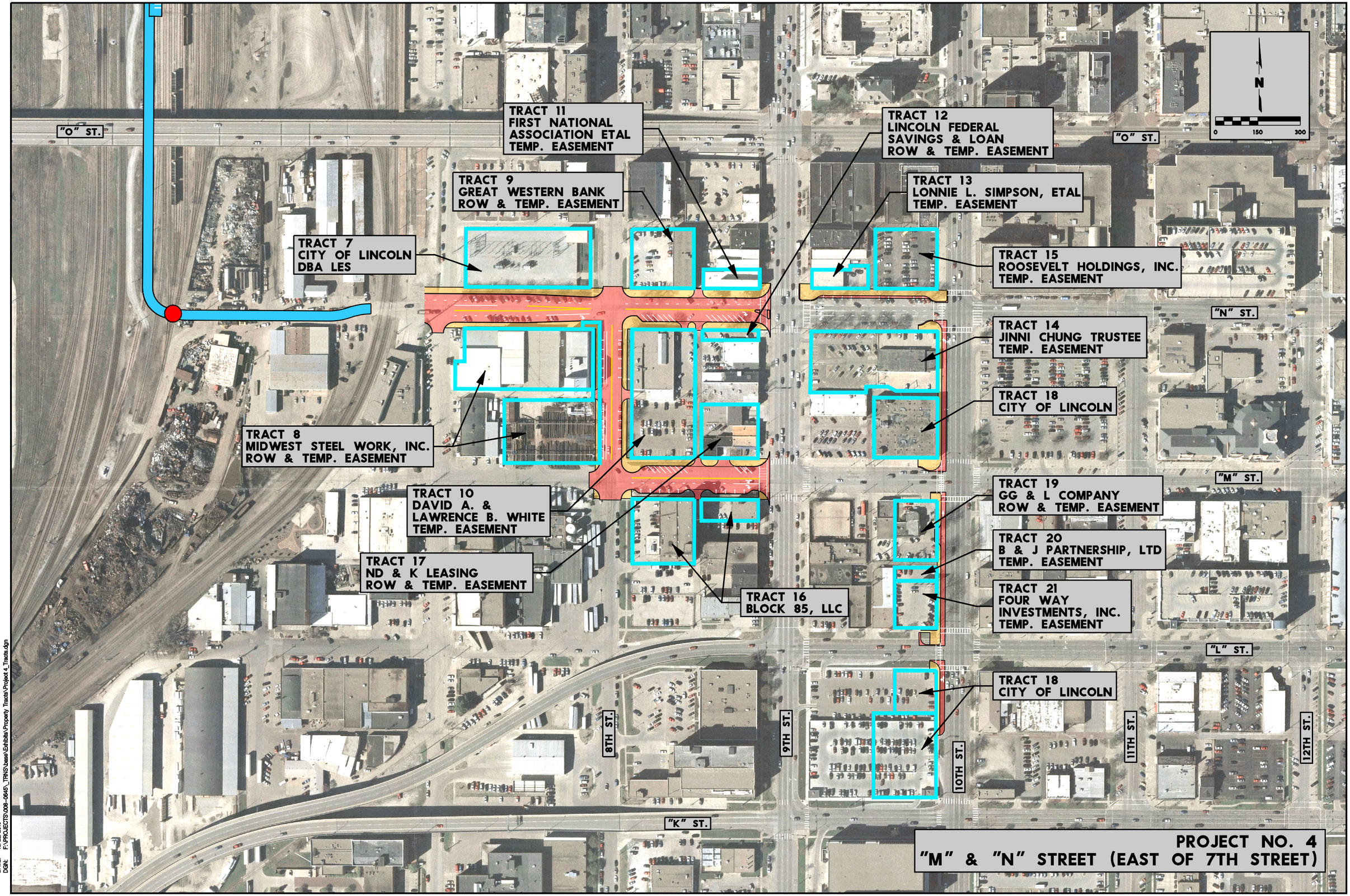

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