

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, August 22, 2013 AT 8:00 A.M.

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

1. Introductions and Notice of Open Meetings Law Posted by Door (Chair Beutler)
2. Public Comment and Time Limit Notification Announcement (Chair Beutler)
 - *Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.*
3. Approval of the minutes from the JPA meeting held July 26, 2013 (Chair Beutler)
 - (Staff recommendation is for the JPA Board to approve the minutes as presented)
4. Approval of July 2013 Payment Registers (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the payment registers)
5. Review of July 2013 Expenditure Reports (Steve Hubka)
 - Public Comment
6. WH 13-76 Resolution to approve Amendment No. 2 to the Contract Agreement between Terracon Consultants Inc. and the West Haymarket Joint Public Agency (JPA) to add Pedestrian Bridge special inspections to the Contract for West Haymarket Arena and Garage Special Inspections. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
7. WH 13-77 Resolution to approve Maintenance Contract between the West Haymarket Joint Public Agency and the Downtown Lincoln Association to provide day to day maintenance of the planting areas and sidewalks within the West Haymarket Area. (Dan Marvin)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)
8. WH 13-78 Resolution to approve Amendment to Pinnacle Bank Arena Private Suite Use Agreement between the West Haymarket Joint Public Agency and the Journal Star Printing Company to establish the value of trade credits for advertising and promotion of events. (Jeff Kirkpatrick)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

9. WH 13-79 Resolution to approve the Contract Agreement between the West Haymarket Joint Public Agency and Olsson Associates to provide West Haymarket Parking Decks 2 and 3 special inspections. (Paula Yancey)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

10. WH 13-80 Amendment No. 9 to the Agreement for Environmental Remediation Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public Agency to extend the contract period to 12/31/2014; install groundwater monitoring wells and monitoring groundwater for the presence of free product in the vicinity of Parking Deck 1, Canopy Lots and Hyatt Place under existing Task 8; prepare a final remedial action completion report for the West Haymarket Redevelopment Site North (WHRSN) under existing Task 9; and to provide sampling and remediation oversight and reporting for the former Alter North Property and JayLynn Property under new Task 28, for an additional amount of \$107,677.46. (Frank Uhlarik)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

11. WH 13-81 Resolution approving the adoption of the 2013-2014 JPA Operating Budget. (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the resolution)

12. Set Next Meeting Date: Friday, September 6, 2013 at 3:00 p.m. in Room 112

13. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
July 26, 2013

Meeting Began At: 3:03 P.M.

Meeting Ended At: 3:32 P.M.

Members Present: Tim Clare, Chris Beutler, Doug Emery

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

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

Item 2 -- Public Comment and Time Limit Notification

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

Item 3 -- Approval of the minutes from the JPA meeting held July 12, 2013

Beutler asked for corrections or changes to the minutes of the July 12, 2013 meeting. Being none, Clare moved approval of the minutes. Emery seconded the motion. Motion carried 3-0.

Item 4 -- Approval of June 2013 Payment Registers

Steve Hubka, City Finance Director, presented the payment registers for June 2013. Hubka noted that the total is for \$22.3 million. Of the total, \$7.6 million is interest payments on outstanding bonds, which are due semi-annually. Other large payments include a payment to Hausmann Dunn for Parking Deck 1 and a payment to Mortenson for the arena. Even without the interest payments, there is about \$14.17 million of expenditures. Responding to Clare, Hubka stated they are in good shape budget wise, which he will discuss in more detail in a later item.

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

Item 5 -- Review of June 2013 Expenditure Reports

Hubka presented the June Job Cost Reports consisting of reports for Phase I, Phase II, and the Operating Budget. He pointed out that there will be some future budget adjustments that will shift monies, but not increase the budget. Emery asked Hubka to elaborate on the budget status. Hubka explained that there is still a good amount of contingency dollars not allocated to specific projects. In addition, as the project gets closer to the end, there are less items needing to be bid allowing for a greater cost certainty. He confirmed that we are at least on budget and definitely not exceeding it.

Beutler asked for public comment. No one came forward.

Item 6 -- WH 13-73 Resolution to approve Amendment No. 1 to the Consultant Agreement between Thornton Tomasetti, Inc. and the West Haymarket Joint Public Agency to expand the scope of structural engineering services with regard to the failure and partial collapse of a concrete bridge girder which supports the pedestrian bridge at the Pinnacle Bank Arena.

Chris Connolly, City Law Department, introduced this resolution. When Thornton Tomasetti was initially hired in April of this year, it was to do failure investigation for the pedestrian bridge girder failure. Originally, hired at a fee not to exceed \$25,000, their fees began to exceed that limit and a new agreement was reached not to exceed \$50,000. Now their fees are exceeding that new limit, but their role has also been expanded.

In addition to doing the failure investigation, we are asking them to do peer reviews of the repair process recommended by other engineers. Hawkins, as the contractor, has their own engineering firm developing a plan to repair the bridge. We asked Tomasetti to review that plan to ensure it will provide a safe bridge. There has not been an economic analysis, but believe that will be picked up by someone else at some point.

There has been a structural analysis, and we have asked Thornton Tomasetti to review that analysis and stay with that process as we go through the steps to repair the bridge. Rather than continuing a series of agreement where it is necessary to come back before the Board to up the cap, a different proposal is before the Board today. This provides the scope of the work and the amount anticipated, as well as the amount spent on each of the categories so far.

There are some optional items within the proposal, such as load testing and construction review, which we are not currently sure if we will need. The rates are the same as initially proposed, but we are asking for additional work and this proposal removes the cap on the fees. As with all expenses associated with the repair of the pedestrian bridge, we will pursue reimbursement from whoever is ultimately found responsible for the failure.

The failure analysis has not been completed. Part of the reason is that the broken girders are still in the air. Thornton Tomasetti needs to look at the girders once they are on the ground in order to finish their work. Those are expected to be down and this part of the investigation completed within a couple of weeks. Thornton Tomasetti will continue to finish the peer review process of the repairs.

Emery asked for confirmation that, even though we have expanded the scope of the work, the work will be considered part of the original failure fix. Connolly affirmed stating that all of these Tomasetti expenditures are related to the pedestrian bridge failure and, therefore, whoever is determined to be responsible for paying all the bills in association with the failure will also be responsible for these costs.

Clare went on to clarify that, by expanding the scope, we are not suggesting there are other issues; but we are giving latitude to go where needed to find the answers. Connolly responded that there has been discussion with Olsson Associates, as the engineer of record, about the process of who will handle the peer review of the engineer for Hawkins. It is not a matter of trust, but a matter of being prudent to understand the process. Tomasetti will not redo all the calculations, but will review the plans for deconstruction and reconstruction and the repair plan to be sure all the steps were followed as part of that process.

As the designers of the bridge, Olsson's feels that is not part of their role in this process and should be done by someone else. We would have been paying Olsson Associates to do the work as well if they would have accepted the responsible for the additional work. The responsibilities for this work are being shifted from Olsson to Thornton Tomasetti.

Clare continued that this agreement is between the JPA and Tomasetti. He questioned whether we are confident that we will be reimbursed once the person at fault is determined, such that no taxpayer money will be used. Connolly responded that there are no expectations whatsoever for additional tax money.

Beutler asked if the proposal reads such that it was safe to assume that the agreement maximum fee range is \$87,500. Connolly clarified that this amount is in addition to what has already been incurred – so with fees of approximately \$84,000 to date and this additional fee to complete their work, the maximum expenditure could be closer to \$170,000.

Beutler asked for public comment. Seeing none Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 7 -- WH 13-74 Resolution authorizing and providing for the issuance, sale and delivery of general obligation promissory notes, in an aggregate principal amount not to exceed \$10,000,000.00, for the purpose of paying the costs of land acquisition and improvements thereon in connection with constructing, equipping and furnishing a new sport/entertainment arena in the West Haymarket Area of the City; prescribing certain terms of the notes and approving certain other documents and actions and related matters.

Hubka explained that with him today is Tim Schlegelmilch from U.S. Bank, Scott Keene from Ameritas Investment Corp., and Mike Rogers from Gilmore and Bell -- who can answer any questions relative to the documents before the Board.

Hubka explained they are trying to put into place a promissory note program, which essentially is a line of credit with U.S. Bank for up to \$10 million that can be drawn upon for any short-term cash flow needs. This results from an analysis a group has been working on for many months. It is based on the work being done by Don Herz, Dan Marvin, and a number of other people.

As we are going through cash at a rapid pace at the end of the project, we need to ensure there is cash in place to pay the bills without interfering with the scheduling of the final long-term debt issuance of \$30 million. We do not want to have to jump into the bond market at an undesirable time. We also want to size our bond issues so we know the exact amount of taxable debt that we have to issue – if any – so we are not issuing more and paying taxable rates for 30 plus years after. We may not need to draw upon this line of credit. The need to draw upon this line of credit diminishes a little due to the bond issuance earlier in the week, which Keene will address shortly. Things determining whether this line of credit will be needed include the timing of the final bills and the amount of contingency dollars remaining.

This is not increasing the budget and it does not change the amount of long-term borrowing needed for the project. It does give us flexibility in the timing of when the bonds are issued and in issuance of the correct amount of taxable versus non-taxable bonds, if taxable bonds are needed. This can be drawn upon in increments of \$100,000. We will pay U.S. Bank for their legal fees and an initiation fee. The interest rate, if drawn upon, is 1-month Libor rate, plus 50 basis points – as of today that would be .69%.

Schlegelmilch explained that as a partner with the City, from a banking perspective, they are providing a need. They provided support on the front end of the project as well, and this is fairly typical on a long-term project to have the flexibility. They are happy to provide that if needed.

Clare asked if there are fees associated if not used. Schlegelmilch stated there was an 'unused' fee. Hubka explained it is 20 basis points, which is .02 of 1% for any undrawn amounts. If it is determined not to be needed, we would terminate at that point.

Clare asked if this was similar to the note initially and whether that note expired such that this is a new note. Hubka confirmed that was correct. Keene explained that the originally note was actually with the City of Lincoln because it was prior to issuance of any debt by the JPA, but that is the only difference.

Keene went on to give a quick update on the \$25 million sale held this week. This bond issuance is related to the voter approval from May of 2010. The proceeds are limited to use for improvements in the arena. These bonds will be repaid from the turnback tax that will be received by the City of Lincoln starting in 2015. The bonds are backed by a pledge of the JPA, as well as the taxing authority of the City of Lincoln. Therefore, we did end up receiving a AAA rating from Moody's and Standard and Poor's for this financing.

Approximately \$24.6 million of the proceeds will be delivered to the JPA to be used in the construction of the project. Approximately \$350,000 will be used to make the first interest payment in January of 2014. The three subsequent interest payments will be paid by the JPA because we will not have received any of the turnback tax yet.

The first opportunity to receive turnback taxes from the State will be in the spring of 2015. Therefore, the JPA will be responsible for those intervening interest payments. Starting in July of 2015, the turnback tax will be expected to cover the debt service payments in full. The competitive sale process was held Tuesday, July 23, with three bidders. The net result was a true interest cost of 3.86%. When combined with the outstanding \$300 million of JPA bonds, the total cost capital for all of the debt is now 3.75% -- still a very favorable rate. The market has been unstable over the last couple of months, so they were happy to get the financing done. He is supporting this resolution before the Board to give maximum flexibility as to when they elect to go into the market with the remaining debt.

Beutler asked for public comment. Seeing none Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 8 -- WH 13-75 Resolution approving an agreement with Lincoln Depot Partnership to acquire a pedestrian access easement; providing to Lincoln Depot Partnership \$50,000 for improvements in the pedestrian access easement area; and authorizing the Chair to execute the agreement and related documents.

Connolly, City Law Department, explained that this agreement has been a year in the making, starting with an agreement last year with Lincoln Depot Station on acquiring some property and a couple of small property swaps. As part of that agreement, JPA agreed to put up \$50,000 to help with improvements on the west side of the Lincoln Depot Station and between the two canopies. The money will be provided and, in exchange, the JPA is getting a permanent pedestrian access easement.

There will be certain opportunities for private parties, weddings, etc. The Farmer's Market will be a permanent fixture there as well. The City will make some improvements, such as putting in a bioswale to allow for drainage, and there will be some plantings and landscaping done in the area. The JPA will be responsible for maintenance on the structural aspects and Arter and his group will do regular maintenance, such as weeding and snow removal. Connolly displayed an image of the track, green space, and plantings between the two canopies. There is approximately 8,000 square feet and this type of arrangement is less expensive than JPA acquiring and owning the space. It also allows a private entity to use the space.

Clare asked if this arrangement was in the budget to which Connolly replied it was in the budget, and this is the same amount originally requested for this particular project. Dan Marvin, Project Manager, explained that when we bought the property north of Lincoln Station, there was a statement within the agreement saying that we would negotiate a \$50,000 easement. That was approximately a year ago so it was discussed publicly and has been in the budget for some time.

Beutler thanked Mr. Arter for his efforts and patience in getting to this point. Mr. Arter explained he is with the Arter Group, general partner for the Lincoln Station. He believes the project has been summarized well and would just add that they are excited that this area be a feature for the public. He believes Public Works has a storm water grant for filtration added since discussion of the purchase agreement and the \$50,000. He understands that they are taking the rainwater runoff from the canopies, doing retention and filtering.

They are designing the surface improvements to fit on top of that water retention project. It will make a nice rain garden area. One of the benefits to the City in having the easement is that it will guarantee that no future owner can build a building on this space. Beutler acknowledged that Mr. Arter was the one who came up with the design for the area. Arter stated it was actually inspired by the High Line Park in New York City, an elevated linear park built as an aerial greenway over abandoned railroad tracks that are integrated into the landscaping. The design is not being copied, but the concept is the basis for their work.

Beutler asked for public comment. Seeing none Emery moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 9 -- Set Next Meeting Date

The next meeting date is set for Thursday, August 8 at 3:00 p.m. in City Council Chambers Room 112.

Item 10 -- Motion to Adjourn

Clare made a motion to adjourn the meeting. Emery seconded the motion. The meeting adjourned at 3:32 p.m.

Prepared by: Pam Gaden, Public Works & Utilities

West Haymarket Joint Public Agency
 Payment Register
 7/1/2013 through 7/31/2013

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
137816	CH Ltd	Rent 100 N 8th, Suite 200	06095	W Haymarket O & M	PV	1463916	2,865.00	07/03/13	24724
137816	CH Ltd	Water 4/4/13-6/6/13	06095	W Haymarket O & M	PV	1463917	56.54	07/03/13	24724
137816	CH Ltd	Electric 100 N 8th Suite 200	06095	W Haymarket O & M	PV	1463918	193.09	07/03/13	24724
137816	CH Ltd	Gas 100 N 8th Suite 200	06095	W Haymarket O & M	PV	1463919	13.72	07/03/13	24724
137816	CH Ltd	100 N 8th Suite 200 Deposit	06095	W Haymarket O & M	PV	1463920	2,750.00	07/03/13	24724
77921	County/City Property Management	CITY CONTROLLER-JPA	06095	W Haymarket O & M	PV	1462540	104.67	07/03/13	496653
77921	County/City Property Management	May 2013 Amtrak Station	06095	W Haymarket O & M	PV	1462544	353.31	07/03/13	496653
120272	City of Lincoln - Accounting Dept	Reimb Sal/Ben 2/28/13-6/5/13	06095	W Haymarket O & M	PV	1462546	98,816.79	07/03/13	496654
40521	A to Z Printing	Job #3240D	06095	W Haymarket O & M	PV	1462533	68.00	07/04/13	62893
59029	Cornerstone Print & Marketing	FINANCE DEPARTMENT	06095	W Haymarket O & M	PV	1462536	52.63	07/04/13	62906
98079	Black Hills Energy	277 Pinnacle Arena Dr	06095	W Haymarket O & M	PV	1462545	25.64	07/04/13	62945
76881	Windstream	Billing Number 402-477-6387	06095	W Haymarket O & M	PV	1464050	93.84	07/10/13	497075
92718	Valmont Industries		870951	WH ITS & Dynamic Message Signs	PV	1462795	2,579.00	07/10/13	497076
92718	Valmont Industries		870951	WH ITS & Dynamic Message Signs	PV	1462795	2,212.00	07/10/13	497076
98415	Lincoln Water System	277 Pinnacle Arena Dr	06095	W Haymarket O & M	PV	1464051	150.00	07/10/13	497077
102154	Public Building Commission	Finance- Mark L 07/13	06095	W Haymarket O & M	PV	1464052	204.62	07/10/13	497078
102154	Public Building Commission	Finance- Mark L 07/13	06095	W Haymarket O & M	PV	1464052	52.24	07/10/13	497078
131481	Public Works Business Office	City Staff	06095	W Haymarket O & M	PV	1464053	525.36	07/10/13	497079
38391	Lincoln Journal Star	Cust 60016059, Bid 13 198	870100	WH Arena	PV	1462846	18.65	07/11/13	63066
38391	Lincoln Journal Star	Cust 60016059, Bid 13 200	870100	WH Arena	PV	1462847	18.65	07/11/13	63066
38391	Lincoln Journal Star	Cust 60016059, Bid 13 199	870100	WH Arena	PV	1462848	18.09	07/11/13	63066
53356	Lincoln Electric System	200 N 7th, 5/24-6/24/13	870305	WH Core Area Roadway & Utility	PV	1462849	215.42	07/11/13	63078
320143	Hawkins Construction	870305,6/9-6/22 Infrasa Impr	870305	WH Core Area Roadway & Utility	OV	1463562	152,085.10	07/11/13	63151
324304	BNSF Railway Company	Cust#1006236,Flagging fee	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1462855	24,950.01	07/11/13	63152
324304	BNSF Railway Company	Cust 1006236,Flagging fee	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1462859	15,845.49	07/11/13	63152
324304	BNSF Railway Company	Cont#NC20026682, Flagging	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1462863	20,873.45	07/11/13	63152
324304	BNSF Railway Company	Cont#NC20026682, Flagging	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1462865	6,835.94	07/11/13	63152
82368	State of Nebraska	May,2013 monitoring act #0637	870602	WH Voluntary Clean-up Program	PV	1464303	5,845.14	07/17/13	497527
98415	Lincoln Water System	541 N St, 4/23-6/25/13	870902	WH Alter Site Purchase	PV	1465804	42.11	07/17/13	497528
103499	Register of Deeds	Doc#2013028128,8129,8130	870908	WH Other Private Prop Acqstns	PV	1465086	120.00	07/17/13	497529
602522	Evan Corporation	Final, fall protection sys	870100	WH Arena	OV	1464431	145,355.00	07/17/13	497530
53356	Lincoln Electric System	601 N St,2,6/1-7/1/13	870305	WH Core Area Roadway & Utility	PV	1465805	110.65	07/18/13	63250
249308	DLR Group Inc	May,2013 Arena work	870100	WH Arena	OV	1464405	112,500.00	07/18/13	63335
249308	DLR Group Inc	May,2013 Arena Furnishings	870100	WH Arena	OV	1464406	4,925.00	07/18/13	63335
249308	DLR Group Inc	May,2013 Prkg Garage work	870203	WH Arena Parking Garage	OV	1464407	16,207.44	07/18/13	63335
249308	DLR Group Inc	May,2013 Arena Rmp & Ele Pl	870100	WH Arena	OV	1464408	328.24	07/18/13	63335
249308	DLR Group Inc	May,2013 Commissary Off Add	870100	WH Arena	OV	1464409	5,750.00	07/18/13	63335
249308	DLR Group Inc	May,2013 Terrazzo Floors	870100	WH Arena	OV	1464410	8,000.00	07/18/13	63335
249308	DLR Group Inc	May,2013 Arena Signage	870100	WH Arena	OV	1464412	14,363.01	07/18/13	63335
320143	Hawkins Construction	#870201,6/2-6/15 Imprmt wrk	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1464416	793,679.33	07/18/13	63341
320143	Hawkins Construction	May,2013 Canopy work	870402	WH Canopy Phase II	OV	1465284	33,485.79	07/18/13	63341
320143	Hawkins Construction	June,2013 Canopy work	870402	WH Canopy Phase II	OV	1465285	135,996.02	07/18/13	63341
320143	Hawkins Construction	#870201,6/16-6/29/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1465795	352,317.99	07/18/13	63341
594773	Alfred Benesch & Company	Monitoring,5/20-6/16/13	870100	WH Arena	OV	1465286	1,592.70	07/18/13	63382
596579	SMG	Dec,2012 consulting fee	870100	WH Arena	OV	1465281	5,000.00	07/18/13	63384
596877	Olsson Associates	Work 4/7-5/4,girder failure	870000	WH General Coordination	OV	1464432	25,777.77	07/18/13	63385
602342	Dimensional Innovations	Ped Brdg work to 6/30/13	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1462817	178,520.07	07/18/13	63405
603532	Thornton Tomasetti Inc	Ped Bridge investigation	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1462816	33,946.20	07/18/13	63412
77921	County/City Property Management	June 2013 Amtrak Station	06095	W Haymarket O & M	PV	1468203	769.16	07/24/13	498029
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1467082	31.63	07/24/13	498030
108417	Citizen Information Center	WHJPA Meeting Video 6/14/13	06095	W Haymarket O & M	PV	1467088	45.00	07/24/13	498031
590072	Lamar Advertising Company	Sign Removal 660 N Street	06094	W Haymarket Revenue	PV	1468205	3,202.50	07/24/13	498032
93323	Lincoln-Lancaster County Health Dept	Special WASTE Disposal Permit	870603	WH Environmental Contngy Pln	PV	1469364	570.00	07/25/13	24829

West Haymarket Joint Public Agency
 Payment Register
 7/1/2013 through 7/31/2013

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
38391	Lincoln Journal Star	Cust#60016059	870100	WH Arena	PV	1467197	18.09	07/25/13	63448
40310	Commonwealth Electric Co of the Midwe		870951	WH ITS & Dynamic Message Signs	OV	1467344	18,000.00	07/25/13	63452
41507	Sampson Construction	#13038 work to 6/30/13	870307	WH Streetscape	OV	1467350	93,425.00	07/25/13	63455
53356	Lincoln Electric System	277 Pinnacle Arena Dr	06095	W Haymarket O & M	PV	1467078	519.18	07/25/13	63460
53356	Lincoln Electric System	525 N St, 6/1-7/1/13	870305	WH Core Area Roadway & Utility	PV	1467200	3.74	07/25/13	63460
53356	Lincoln Electric System	Cust#104940,NE corner Haymarkt	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1467205	2,640.00	07/25/13	63460
74528	Cline Williams Law Firm	#19503-copyright issues	870201	WH HymktPkLot,FestSp&PedGrdStr	PV	1467176	1,283.00	07/25/13	63470
222586	Don Herz	Services for April-June 2013	06095	W Haymarket O & M	PV	1468204	2,062.50	07/25/13	63516
320143	Hawkins Construction	Proj#870305,6/23-7/6/13 Imp	870305	WH Core Area Roadway & Utility	OV	1467418	167,892.47	07/25/13	63525
593485	Thought District Inc	Website Management 06/2013	06095	W Haymarket O & M	PV	1467094	2,000.00	07/25/13	63554
594773	Alfred Benesch & Company	Environmental,5/13-6/9/13	870604	WH Other/Miscellaneous	OV	1467379	3,441.00	07/25/13	63556
594773	Alfred Benesch & Company	Environmental,5/13-6/9/13	870602	WH Voluntary Clean-up Program	OV	1467379	9,808.50	07/25/13	63556
594773	Alfred Benesch & Company	Environmental,5/13-6/9/13	870603	WH Environmental Contngy Pln	OV	1467379	2,399.00	07/25/13	63556
596608	M A Mortenson Company	Arena, 6/1-6/30/13 work	870100	WH Arena	OV	1467339	7,181,264.00	07/25/13	63559
596877	Olsson Associates		870906	WH Amtrak Station	OV	1468162	563.63	07/25/13	63560
596877	Olsson Associates		870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1468162	63,987.45	07/25/13	63560
596877	Olsson Associates		870305	WH Core Area Roadway & Utility	OV	1468162	71,788.81	07/25/13	63560
596877	Olsson Associates		870202	WH Parking Garage #1	OV	1468162	10,261.08	07/25/13	63560
596877	Olsson Associates		870951	WH ITS & Dynamic Message Signs	OV	1468162	4,056.22	07/25/13	63560
596877	Olsson Associates		870000	WH General Coordination	OV	1468162	31,882.03	07/25/13	63560
596877	Olsson Associates		870307	WH Streetscape	OV	1468162	8,225.84	07/25/13	63560
598263	PC Sports LLC	June,2013 Program Mgmt	870000	WH General Coordination	OV	1465287	68,050.00	07/25/13	63563
598263	PC Sports LLC	June,2013 Amd 2 Mgmt	870001	WH General Coordination P2	OV	1465287	10,000.00	07/25/13	63563
598263	PC Sports LLC	June,2013 Arena Mgmt	870100	WH Arena	OV	1465287	30,450.00	07/25/13	63563
599315	Legends Sales & Marketing LLC	June salary + office exps	870100	WH Arena	OV	1467343	4,567.15	07/25/13	63564
600864	The Lipski Group Inc	Candy Box Artwork	870952	WH Community Space & Civic Art	OV	1467408	95,100.00	07/25/13	63566
602078	Hausmann-Dunn, a Joint Venture	Proj#12022300 work to 6/30	870202	WH Parking Garage #1	OV	1467417	384,739.00	07/25/13	63571
26041	Menards - Lincoln North	Account 31120290	06095	W Haymarket O & M	PV	1469802	34.93	07/31/13	498493
26041	Menards - Lincoln North	Account 31120290	06095	W Haymarket O & M	PV	1469803	29.94	07/31/13	498493
Grand total							10,478,950.56		

West Haymarket Joint Public Agency
 Public Works Engineering Costs
 7/1/2013 through 7/31/2013

Page - 1
 Date - 08/12/13

Description	Fund	Project	Description	Do Document Ty Number	Object Sub	Amount	G/L Date
Design Engineering	00951	870000	WH General Coordination	EU 369643	6153 130	482.31	07/11/13
Design Engineering	00951	870000	WH General Coordination	EU 370821	6153 130	1,697.16	07/25/13
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU 370821	6153 130	120.59	07/25/13
Design Engineering	00951	870306	WH Traffic Analysis	EU 370821	6153 130	124.58	07/25/13
Grand total						2,424.64	

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

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

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870000 WH General Coordination	6,674,522	6,030,935	534,565	109,022		109,022

70090	West Haymarket Park	6,674,522	6,030,935	534,565	109,022		109,022
70091	Arena						
	870100 WH Arena	178,079,903	164,906,186	14,749,673	1,575,956-		1,575,956-
	870101 WH Arena Contingency	6,643,925			6,643,925		6,643,925
	870203 WH Arena Parking Garage	726,438	681,224	44,570	644		644

70091	Arena	185,450,266	165,587,410	14,794,243	5,068,613		5,068,613
70092	Parking						
	870201 WH HymktPkLot,FestSp&PedGrdStr	14,983,049	9,264,805	5,703,130	15,114		15,114
	870202 WH Parking Garage #1	14,234,442	12,625,864	1,395,867	212,711		212,711
	870204 WH Parking Garage #2	207,036	203,219	3,817			

70092	Parking	29,424,527	22,093,888	7,102,814	227,825		227,825
70093	Roads						
	870301 WH Charleston Bridge/Roadway	258,985	252,015		6,970		6,970
	870302 WH "M"&"N" St,7th to 10th St	3,432,807	3,436,497	962	4,652-		4,652-
	870303 WH USPS Parking Lot Reconstctn	698,178	696,054		2,124		2,124
	870304 WH 10th & Salt Creek Road Impr	3,444,647	3,436,721		7,926		7,926
	870305 WH Core Area Roadway & Utility	15,914,406	12,332,827	2,908,270	673,309		673,309
	870306 WH Traffic Analysis	78,170	72,352		5,818		5,818
	870307 WH Streetscape	425,638	531,434	1,565,219	1,671,015-		1,671,015-
	870308 WH Sun Valley Blvd & West "O"	29,370	23,682	5,689	1-		1-

70093	Roads	24,282,201	20,781,582	4,480,140	979,521-		979,521-

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

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

00951	West Haymarket Capital Proj						
70094	Pedestrian Ways						
	870401 WH Plaza						
	870402 WH Canopy Phase II	1,424,060	931,642	399,943	92,475		92,475

70094	Pedestrian Ways	1,424,060	931,642	399,943	92,475		92,475

70095	Utilities						
	870501 WH Sanitary Sewer Relocation	1,492,905	1,492,905				
	870502 WH Fiber Optic Comm & Other	506,035	506,035				

70095	Utilities	1,998,940	1,998,940				

70096	Environmental						
	870601 WH NDEQ T-200	2,413,851	1,599,461	4,942	809,448		809,448
	870602 WH Voluntary Clean-up Program	1,157,029	1,032,355	219,046	94,372-		94,372-
	870603 WH Environmental Contngy Pln	2,315,878	1,306,589	39,863	969,426		969,426
	870604 WH Other/Miscellaneous	926,292	680,184	9,233	236,875		236,875
	870605 WH Canopy Phase I-Lead Abatemt						

70096	Environmental	6,813,050	4,618,589	273,084	1,921,377		1,921,377

70097	Dirt Moving						
	870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF						
	870703 WH Initial Haymarket Site Prep	6,063,449	6,087,617	8,314	32,482-		32,482-
	870704 WH Other Stormwater Mitigation						

70097	Dirt Moving	6,063,449	6,087,617	8,314	32,482-		32,482-

70098	TIF Improvements						
	870800 WH TIF Improvements						

70098	TIF Improvements						

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

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

70099	Site Purchase						
	870901 WH BNSF Land Acquisition	1,060,419	1,060,419				
	870902 WH Alter Site Purchase	4,846,286	4,544,891		301,395		301,395
	870903 WH Jaylynn Site Purchase	1,700,176	1,700,206		30-		30-
	870904 WH UP Site Purchase	1,326,248	1,326,248				
	870905 WH BNSF Const, Rehab, Reloc	47,695,867	47,671,699		24,168		24,168
	870906 WH Amtrak Station	2,367,186	2,369,425	35	2,274-		2,274-
	870907 WH UP Track Mod West of Bridge	1,225,232	1,225,232				
	870908 WH Other Private Prop Acqstns	2,264,241	2,214,347		49,894		49,894

70099	Site Purchase	62,485,655	62,112,467	35	373,153		373,153

70100	Other Costs						
	870951 WH ITS & Dynamic Message Signs	1,826,827	471,727	73,368	1,281,732		1,281,732
	870952 WH Community Space & Civic Art	1,500,000	243,315	140,470	1,116,215		1,116,215

70100	Other Costs	3,326,827	715,042	213,838	2,397,947		2,397,947

70105	Bond Related Costs						
	870975 WH Miscellaneous	528,317			528,317		528,317
	870976 WH Line of Credit	53,227	53,227				
	870977 WH Series 1 JPA Debt	1,535,168	1,535,168				
	870978 WH Series 2 JPA Debt	1,221,802	1,221,802				
	870979 WH Series 3 JPA Debt	577,661	577,661				
	870980 WH Series 4 JPA Debt	1,243,825	1,243,825				

70105	Bond Related Costs	5,160,000	4,631,683		528,317		528,317

00951	West Haymarket Capital Proj	333,103,497	295,589,795	27,806,976	9,706,726		9,706,726

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

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

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870001 WH General Coordination P2	360,000	60,000	300,000			

70090	West Haymarket Park	360,000	60,000	300,000			

70092	Parking						
	870205 WH Parking Garage #2 P2	12,365,000		680,984	11,684,016		11,684,016
	870206 WH Parking Garage #3 P2	14,570,000	314,349	452,357	13,803,294		13,803,294

70092	Parking	26,935,000	314,349	1,133,341	25,487,310		25,487,310

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

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

00951	West Haymarket Capital Proj	27,717,598	374,349	1,433,341	25,909,908		25,909,908

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

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
06095 W Haymarket O & M					
11 Materials & Supplies					
5221 Office Supplies	250		250	92	158
5261 Postage	2,000		2,000	763	1,237
5323 Bldg Maint Supplies	560		560	224	336
11 Materials & Supplies	2,810		2,810	1,079	1,731
12 Other Services & Charges					
5621 Misc Contractual Services	454,945		454,945	341,652	113,293
5624 Auditing Service	15,500		15,500	16,543	1,043-
5631 Data Processing Service	6,992		6,992	1,659	5,333
5633 Software	1,100		1,100		1,100
5643 Management Services	53,000		53,000	32,000	21,000
5683.04 Snow Removal				2,014	2,014-
5683.05 Fire Alarm Monitor	500		500	308	192
5762 Photocopying	500		500	353	147
5763 Printing	500		500	241	259
5794 Public Officials	27,000		27,000		27,000
5821 Electricity - Bldg & Grnds	4,000		4,000	4,878	878-
5825 Natural Gas				1,806	1,806-
5829 Telephone	1,200		1,200	1,032	168
5830 Water	6,000		6,000	531	5,469
5856 City Share Linc Center Main				1,087	1,087-
5862 Grounds Maintenance				2,367	2,367-
5870 Other Bldg Maintenance	4,000		4,000	4,599	599-
5928 Rent of Co/City Bldg Space	2,456		2,456	2,251	205
5931 Parking Rent Bldg Comm	627		627	575	52
5952 Advertising/Media Serv	2,850		2,850	1,017	1,833
5993 Fees Paid to State of NE				20	20-
12 Other Services & Charges	581,170		581,170	414,933	166,237
06095 W Haymarket O & M	583,980		583,980	416,012	167,968

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

	ORIGINAL BUDGET	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue					
195011 JPA 2010A Debt Servic					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	524		524	524	
6235 Bd Trustee Pmt-Interest	4,651,510		4,651,510	4,651,508	2
15 Debt Service	4,652,034		4,652,034	4,652,032	2
195011 JPA 2010A Debt Servic	4,652,034		4,652,034	4,652,032	2
195021 JPA 2010B/C Debt Serv					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	1,048		1,048	848	200
6235 Bd Trustee Pmt-Interest	5,874,322		5,874,322	5,874,321	1
15 Debt Service	5,875,370		5,875,370	5,875,169	201
195021 JPA 2010B/C Debt Serv	5,875,370		5,875,370	5,875,169	201
195031 JPA 2011 Debt Service					
15 Debt Service					
6233 Bd Trustee Pmt-Serv Chg	424		424		424
6235 Bd Trustee Pmt-Interest	4,591,688		4,591,688	4,591,685	3
15 Debt Service	4,592,112		4,592,112	4,591,685	427
195031 JPA 2011 Debt Service	4,592,112		4,592,112	4,591,685	427
00950 West Haymarket Revenue	15,703,496		15,703,496	15,534,898	168,598

RESOLUTION NO. WH- _____

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

3 That the attached Amendment No. 2 to the Contract Agreement between Terracon
4 Consultants Inc. and the West Haymarket Joint Public Agency (JPA) for West Haymarket Arena
5 and Garage Special Inspections is hereby approved and the Chairperson of the West Haymarket
6 Joint Public Agency Board of Representatives is hereby authorized to execute said Amendment
7 No. 2 on behalf of the JPA.

8 Amendment No. 2 approves a Change Order for Terracon to perform additional
9 inspections and observation services with regard to the pedestrian bridge failure and the
10 associated repair work. Terracon’s estimated cost to perform the additional inspection and
11 observation work is \$280,712.72.

12 The City Clerk is directed to return a fully executed copy of the Contract Agreement to
13 Brad Levich, Terracon Consultants Inc., 3220 North 20th Street, Suite 3, Lincoln, NE 68521.

14 Adopted this _____ day of August, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler

Tim Clare

Doug Emery

July 31, 2013

West Haymarket Joint Public Agency (JPA)
C/o PC Sports
311 North 8th Street
Lincoln, NE 68508

Attn: Ms. Paula Yancey
P: (402) 477-0487
E: paula@projectcontrol.com

Re: Proposal for Additional Testing Services
Haymarket Pedestrian Bridge Services
Lincoln, Nebraska
Terracon Proposal No. PA3130062

Dear Ms. Yancey

As requested, Terracon Consultants Inc. (Terracon) is submitting this proposal to provide additional testing services for the referenced project. This proposal presents our understanding of the project, proposed services, our unit rate schedule, and the estimated cost for our services.

1.0 PROJECT INFORMATION

We understand the project will consist of testing and observation services on the pedestrian bridge near the failure of Girder B at pier 1. Additional services maybe requested throughout the remainder of the project as requested by our client. This project consists of a 610-foot long four span Post-tension pedestrian bridge located north of the Pinnacle Bank Arena in Lincoln, Nebraska.

2.0 SCOPE OF SERVICES

Terracon will provide employees appropriately trained and equipped to respond to the testing and inspection needs of this project as scheduled by the Client. Based on an email and conversations with Mr. Amgad Girgis of E-Construct and conversations with PC Sports, we understand the scope of the on-call services is as follows:

- GPR Reinforcing Steel Mapping
- NDT Testing using Impact Echo by Olson Engineering
- Sampling of in-place Concrete using a Core Machine

Terracon Consultants, Inc. 3220 North 20th Street, Suite 3 Lincoln, NE 68521
P [402] 466 3911 F [402] 466 0811 terracon.com

- Laboratory concrete core testing
 - Provide photo documentation of each core for anomalies in aggregate distribution and excessive air voids
 - Perform compressive strength testing of cores in general accordance to (ASTM C-42)
 - Petrographic Analysis of cores as requested
- Repair Observation and Documentation
- Project Management
 - Reporting and supervision of laboratory and field services

Scheduling of Services

The number of tests and trips noted in our cost estimate does not constitute a minimum or maximum number of tests or trips that may be required for this project. **We anticipate that our services will be completed on August 23rd, 2013 for this estimate.** Terracon's services will be performed on an as-requested basis with scheduling by the client and/or designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as available basis, which may require changes in personnel assigned to the project. All requests for services should be submitted to this office, (phone 402/466-3911) and should not be scheduled through our field personnel.

We recommend that the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed.

3.0 COMPENSATION

Based on our review of the referenced information, our estimated budget to perform the proposed scope of services is **\$280,720**. A breakdown of our budget is provided in the attached Cost Estimate. **It should be noted the Client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate.** Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, and how often we are called to the site to test, will dictate the final fee for our services.

Fees for services provided will be based on the following Unit Rate Schedule:

Responsive ■ Resourceful ■ Reliable

■ Personnel	
Project Engineer	\$ 160.00 / hour
Structural Engineer	\$ 200.00 / hour
Geophysical Project Manager	\$ 135.00/hour
Project Manager	\$ 120.00 / hour
Project Coordinator	\$ 60.00 / hour
2- Man Coring Crew.....	\$ 200.00 / hour
1- Man Coring Crew.....	\$ 120.00 / hour
Precast Plant Inspector.....	\$ 85.00 / hour
Senior Technician	\$ 85.00/hour
Technician	\$ 50.00/hour
Per Diem (includes hotel plus meals).....	\$ 225.00 / day
Impact Echo Scanning.....	\$6,900.00 / day
Impact Echo Mobilization Charge	\$1,150.00 / visit
Olson Senior Project Engineer.....	\$ 207.00/hour
Olson Engineering Associate Engineer.....	\$ 241.50/hour
GPR Scanning	\$2,000.00 / day
GPR Mobilization Charge	\$1,000.00 / visit
Geophysical/NDT Project Manager Mobilization Charge.....	\$ 1,200.00/ visit
Travel Expenses	cost plus
■ Equipment Charges	
Coring Equipment.....	\$ 150.00 / day
■ Laboratory Testing	
Compressive Strength of Concrete Core	\$ 50.00 each
Compressive Strength of Concrete Cylinders	\$ 15.00 each
Compressive Strength of Grout Cubes	\$ 15.00 each
Split Tensile Tests (3 inch diameter cores)	\$ 100.00 each
Density, Absorption, & Voids in Harden Concrete Cores	\$ 120.00 each
Detailed Air-Void Analysis Core/Cylinder	\$ 550.00 each
Full Petrographic of Core	\$ 1,200.00 each
■ Trip Charges	
Project Manager	\$ 130.00 / trip
Project Engineer	\$ 170.00 / trip
Structural Engineer	\$1,000.00 / trip
Senior Engineering Technician	\$ 20.00 / trip
1-Man Coring Crew to project site.....	\$ 20.00 / trip
Coring Crew to Precast Plant.....	\$ 275.00 / trip
Precast Plant Inspector.....	\$ 250.00 / trip

* Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00 AM to 5:00 PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2.0 times the hourly rate for Sundays and Holidays). A four-hour minimum charge is applicable per service item to all trips made for the performance of testing or consulting services.

You will be invoiced on a periodic basis for services actually performed and/or as authorized or requested by you or your designated representative.

D. AUTHORIZATION

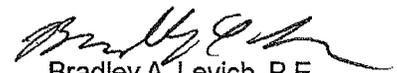
This proposal may be accepted by providing a change order to our existing Agreement with the West Haymarket JPA or executing a mutual accepted agreement. Terracon's total fee is due within thirty days following receipt of invoice. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

Sincerely,

Terracon Consultants, Inc.


Russell A. Wilson
Construction Services Manager


Bradley A. Levich, P.E.
Office Manager

Copies to: Addressee (1 via e-mail)

Enclosure: Cost Estimate
Agreement for Services

**COST ESTIMATE
CONSTRUCTION TESTING SERVICES
HAYMARKET PEDESTRIAN BRIDGE SERVICES
LINCOLN, NEBRASKA
TERRACON PROPOSAL NO. PA3130062**

REINFORCING STEEL AND TENDON MAPPING

GPR Scanning of core locations		(GPR Technician)
11 Site Visits x	\$ 2,000.00 /day =	\$ 22,000.00
Layout and help		(Senior Technician)
25.0 hours x	\$ 85.00 /hour =	\$ 2,125.00
Trip Charge - Senior Technician		
5 Site Visits x	\$ 20.00 /visit =	\$ 100.00
GPR Mobilization Charge		
7 Mobilization x	\$ 1,000.00 /visit =	\$ 7,000.00
Per Diem		
8 days x	\$ 225.00 /visit =	\$ 1,800.00
Project Management		(Project Manager)
6.5 hours x	\$ 120.00 /hour =	\$ 780.00
Trip Charge - Project Manager		
1 Site Visits x	\$ 130.00 /visit =	\$ 130.00
	Subtotal:	\$ 33,935.00

NDT TESTING - OLSON ENGINEERING

Impact Echo Scanning		
14 days x	\$ 6,900.00 /day =	\$ 96,600.00
Impact Echo Mobilization Charge		
4.0 mobilizations x	\$ 1,150.00 /trip =	\$ 4,600.00
Olson Engineering Travel Expenses May 6 to 10th		
1 lump sum x	\$ 2,630.37 /lump sum =	\$ 2,630.37
Olson Engineering Travel Expenses May 22th		
1 lump sum x	\$ 1,084.28 /lump sum =	\$ 1,084.28
Olson Engineering Travel Expenses June 12 to 14th		
1 lump sum x	\$ 2,275.65 /lump sum =	\$ 2,275.65
Olson Engineering Travel Expenses June 17 to 19th		
1 lump sum x	\$ 2,133.71 /lump sum =	\$ 2,133.71
Olson Engineering Travel Expenses -one additional trip		
1 lump sum x	\$ 2,800.00 /estimated=	\$ 2,800.00
Engineering		(Olson Senior Project Engineer)
20.0 hours x	\$ 207.00 /hour =	\$ 4,140.00
Engineering		(Olson Associate Engineer)
4.0 hours x	\$ 241.50 /hour =	\$ 966.00
Geophysical Project Manager		(Terracon Geophysical Project Mana
16.5 hours x	\$ 135.00 /hour =	\$ 2,227.50
Transportation charges		
1 trip x	\$ 1,200.00 /visit =	\$ 1,200.00
Project Manager		(Project Manager)
6.25 hours x	\$ 120.00 /hour =	\$ 750.00
Trip Charge - Project Manager		
1 Site Visits x	\$ 130.00 /visit =	\$ 130.00

Terracon

**COST ESTIMATE
CONSTRUCTION TESTING SERVICES
HAYMARKET PEDESTRIAN BRIDGE SERVICES
LINCOLN, NEBRASKA
TERRACON PROPOSAL NO. PA3130062**

Senior Technician			(Senior Technician)
36.75 hours x	\$ 85.00 /hour =		\$ 3,123.75
6.00 hours x (OT)	\$ 127.50 /hour =		\$ 765.00
 Trip Charge - Senior Tech			
8 Site Visits x	\$ 20.00 /visit =		\$ 160.00
Technician			(Senior Technician)
17.50 hours x	\$ 50.00 /hour =		\$ 875.00
3.50 hours x (OT)	\$ 75.00 /hour =		\$ 262.50
Trip Charge - Field Technican			
3 Site Visits x	\$ 20.00 /visit =		\$ 60.00
1-Man Coring Crew			(Senior Technician)
2.75 hours x	\$ 120.00 /hour =		\$ 330.00
		Subtotal:	\$ 127,113.76

PORTLAND CEMENT CONCRETE CORING AND TESTING

Coring operations onsite			(1- Man Coring Crew)
15 Site Visits x 6.00 hrs/visit x	\$ 120.00 /hr =		\$ 10,800.00
5 Site Visits x 8.00 hrs/visit x	\$ 120.00 /hr =		\$ 4,800.00
			(1-Man Coring Crew - OT)
16 Site Visits x 2.00 hrs/visit x	\$ 180.00 /hr =		\$ 5,760.00
Trip Charge			
20 Site Visits x	\$ 20.00 /visit =		\$ 400.00
Coring Equipment			
18 Days x	\$ 150.00 /visit =		\$ 2,700.00
Senior Technican			
14 hours x	\$ 85.00 /hr =		\$ 1,190.00
Project Manager			
3.25 hours x	\$ 120.00 /hr =		\$ 390.00
Technician			
6.75 hours x	\$ 50.00 /hr =		\$ 337.50
 Coring operations Precast Plant			(2-Man Coring Crew)
8 Site Visits x 1.50 hrs/visit x	\$ 200.00 /hr =		\$ 2,400.00
1 Site Visits x 4.00 hrs/visit x	\$ 200.00 /hr =		\$ 800.00
Trip Charge			
9 Site Visits x	\$ 275.00 /visit =		\$ 2,475.00
Coring Equipment			
4.5 Days x	\$ 150.00 /visit =		\$ 675.00

Terracon

**COST ESTIMATE
CONSTRUCTION TESTING SERVICES
HAYMARKET PEDESTRIAN BRIDGE SERVICES
LINCOLN, NEBRASKA
TERRACON PROPOSAL NO. PA3130062**

PORTLAND CEMENT CONCRETE CORING AND TESTING cont.

Laboratory testing

Sample Shipping, cost plus			
1 lump sum	x	\$ 986.46 /each =	\$ 986.46
Concrete core compressive strength			
17 Tests	x	\$ 50.00 /each =	\$ 850.00
Full Petrographic of Core			
9 Tests	x	\$ 1200.00 /each =	\$ 10,800.00
Density, Absorption & Voids in Hardened Concrete			
3 Tests	x	\$ 120.00 /each =	\$ 360.00
Split Tensile Test (3 inch diameter core)			
7 Tests	x	\$ 100.00 /each =	\$ 700.00
		Subtotal:	\$ 46,423.96

MEETINGS

Meeting with Mayor			(Project Manager)
1 hours	x	\$ 120.00 /hour =	\$ 120.00
Trip Charge			
1 Site Visits	x	\$ 130.00 /visit =	\$ 130.00
Weekly Project Meetings			(Project Manager)
25.0 hours	x	\$ 120.00 /hour =	\$ 3,000.00
Trip Charge - Project Manager			
7 Site Visits	x	\$ 130.00 /visit =	\$ 910.00
Trip Charge - Senior Tech			
1 Site Visits	x	\$ 20.00 /visit =	\$ 20.00
Project Meetings			(Project Engineer)
1.0 hours	x	\$ 160.00 /hour =	\$ 160.00
Project Meetings			(Geophysical/NDT Project Manager)
8.0 hours	x	\$ 135.00 /hour =	\$ 1,080.00
NDT Kickoff Meeting			(Geophysical/NDT Project Manager)
2.0 hours	x	\$ 135.00 /hour =	\$ 270.00
NDT Kickoff Meeting			(Project Manager)
2.0 hours	x	\$ 120.00 /hour =	\$ 240.00
Trip Charge - NDT Kickoff Meeting			(Geophysical/NDT Project Manager)
1 Site Visits	x	\$ 1,200.00 /visit =	\$ 1,200.00
NDT Meeting			(Project Engineer)
1.25 hours	x	\$ 160.00 /hour =	\$ 200.00
NDT Meeting			(Project Manager)
2.75 hours	x	\$ 120.00 /hour =	\$ 330.00
Trip Charge - NDT Meeting			(Geophysical/NDT Project Manager)
2 Site Visits	x	\$ 130.00 /visit =	\$ 260.00
		Subtotal:	\$ 7,920.00

Terracon

**COST ESTIMATE
CONSTRUCTION TESTING SERVICES
HAYMARKET PEDESTRIAN BRIDGE SERVICES
LINCOLN, NEBRASKA
TERRACON PROPOSAL NO. PA3130062**

REPAIR INSPECTIONS

Repair inspection				(Senior Technician)	
19 Site Visits x	5.00 hrs/visit x	\$	85.00 /hr =		\$ 8,075.00
Trip Charge					
19 Site Visits x		\$	20.00 /visit =		\$ 380.00
Repair inspection				(Technican)	
21 Site Visits x	8.00 hrs/visit x	\$	50.00 /hr =		\$ 8,400.00
21 Site Visits x	2.00 hrs/visit x	\$	75.00 /hr =		\$ 3,150.00
Trip Charge					
21 Site Visits x		\$	20.00 /visit =		\$ 420.00
Injection Observation				(Senior Technician)	
8 Site Visits x	8.00 hrs/visit x	\$	85.00 /hr =		\$ 5,440.00
8 Site Visits x	4.00 hrs/visit x	\$	127.50 /hr =		\$ 4,080.00
Trip Charge					
8 Site Visits x		\$	20.00 /visit =		\$ 160.00
Surface Crack Injections				(Technican)	
6 Site Visits x	3.00 hrs/visit x	\$	50.00 /hr =		\$ 900.00
Trip Charge					
6 Site Visits x		\$	20.00 /visit =		\$ 120.00
Grout for Core Patches				(Technican)	
2 Site Visits x	6.00 hrs/visit x	\$	50.00 /hr =		\$ 600.00
Trip Charge					
2 Site Visits x		\$	20.00 /visit =		\$ 40.00
Borescope observations at Precast plant				(Senior Technican)	
2 Site Visits x	8.00 hrs/visit x	\$	85.00 /hr =		\$ 1,360.00
Trip Charge					
2 Site Visits x		\$	275.00 /visit =		\$ 550.00
Grout Cube Compressive Strength					
168 Tests	x	\$	15.00 /each =		\$ 2,520.00
				Subtotal:	\$ 36,195.00

Terracon

**COST ESTIMATE
 CONSTRUCTION TESTING SERVICES
 HAYMARKET PEDESTRIAN BRIDGE SERVICES
 LINCOLN, NEBRASKA
 TERRACON PROPOSAL NO. PA3130062**

PROJECT MANAGEMENT

Field Supervision, Report Review		(Project Engineer)
8 hours x	\$ 160.00 /hour =	\$ 1,280.00
Field Supervision, Report Review		(Project Manager)
124 hours x	\$ 120.00 /hour =	\$ 14,880.00
Trip Change		
5 Site Visits x	\$ 130.00 /visit =	\$ 650.00
Field Supervision, Report Review		(Geophysical/NDT Project Manager)
65 hours x	\$ 135.00 /hour =	\$ 8,775.00
Project Scheduling, Report Preparation		(Project Coordinator)
59 hours x	\$ 60.00 /hour =	\$ 3,540.00
	Subtotal:	\$ 29,125.00
	GRAND TOTAL:	\$ 280,712.72

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate.

Terracon

RESOLUTION NO. WH- _____

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

3 That the attached Maintenance Contract between the West Haymarket Joint Public
4 Agency and the Downtown Lincoln Association to provide day to day maintenance of the
5 planting areas and sidewalks within the West Haymarket Area is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Maintenance Contract on behalf of the JPA.

8 The City Clerk is directed to return a fully executed copy of the Maintenance Contract to
9 Rick Peo, City Attorney’s Office, for transmittal to DLA.

10 Adopted this _____ day of August, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler

Tim Clare

Doug Emery

MAINTENANCE CONTRACT

THIS MAINTENANCE CONTRACT is entered into by and between the West Haymarket Joint Public Agency, hereinafter referred to as “JPA,” and the Downtown Lincoln Association, a nonprofit corporation, hereinafter referred to as “the Association,” as of this 8th day of August, 2013.

RECITALS

A.

The JPA desires to retain the Association to perform maintenance work involving JPA improvements and facilities in the West Haymarket/Downtown Area.

B.

Association is willing and able to provide the maintenance services on behalf of the JPA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby mutually agree as follows:

I.

PROVISIONS APPLICABLE TO MAINTENANCE RESPONSIBILITIES

Section 101. The Association agrees to provide within the West Haymarket/Downtown Area shown on Attachment “A” that is located within the public right-of-way or located on real estate owned by the JPA or the City of Lincoln, Nebraska (“City”) the following day-to-day maintenance work (“Work”):

- (a) Litter pickup from sidewalks, planting areas, and beautification areas within the public right-of-way.

- (b) Under the supervision of the City Director of Parks and Recreation or his/her designated representative, care and maintenance of all plantings, including ornamental trees and shrubs, but not including major street trees, and all planting areas, which maintenance shall include watering using the JPA/City irrigation system, fertilizing, weeding, pruning, spraying, and removal of dead shrubs; provided, that additional protective maintenance to plantings may from time to time be performed by the JPA at its own cost and with its own forces.
- (c) As necessary or upon request of the JPA remove snow to create paths for pedestrian traffic at street intersections and handicapped ramps.
- (d) As necessary or upon request of the JPA conduct periodic cleaning and sweeping of sidewalks to remove litter, dirt, liquid spills, food residue and stains and bird droppings. Cleaning shall be by wash downs where water is available.
- (e) General maintenance, including cleaning and painting of all trash receptacles, kiosks, bike racks, and metal parts of benches; and maintenance of display material in kiosks; provided, however, the Association shall not be required to provide maintenance of the above items which, on the date of this contract, are not in a state of good repair.
- (f) Daily collection of trash from all public trash receptacles located within the public right of ways.

Notwithstanding any contrary provision herein, the Association shall not be responsible for:

1. Any work and standard of maintenance under a separate contract for services or warranty between the JPA and/or the City and any independent contractor.
2. Any work or items that are traditionally carried out by the City, Lincoln Electric System or public and private utility companies within the public right of ways of Downtown Lincoln.

Section 102. Standards of Maintenance. It is the intention of the parties to this Contract to provide for a high level of maintenance for the planting areas and improvements which

are the subject of this Contract. Therefore, the following standards shall be followed in the performance of this Contract:

- (a) All work shall be performed in a professional, workmanlike manner using quality equipment, methods, and materials.
- (b) All planting areas shall receive no less than the following:
 - (1) Twice weekly inspection of areas, on Mondays and Fridays, as a minimum requirement.
 - (2) All areas shall be maintained with a clean controlled appearance; i.e. pick up and dispose of all papers and bottles, cigarettes, or other litter on the grounds or in the areas daily or as needed.
 - (3) Weed control as shall be maintained to insure that no obvious weeds are left visible.
 - (4) All grasslike weeds, morning glories, or bindweeds, ragweed, or other underground spreading weeds shall be kept under strictest control. No plant of this type shall remain or be visible for more than one (1) week. No weed shall be allowed to remain that extends more than four inches (4") above the grounds.
 - (5) Weed density shall never exceed more than five (5) weeds per square foot, averaged over the worst half of the given area.
 - (6) All areas must be maintained free of persistent erosion. Anti-erosion measures will be taken where potential problems exist. Any erosion that does happen will be cleaned up and cuts will be filled back.
 - (7) Other plants or plantings grown by intent in these areas shall be protected and provided with adequate growing care, conditions, and space.
 - (8) All dead, diseased, and unsightly branches shall be removed from the shrubs and trees as they develop in accordance with Section 101(b) hereof.
 - (9) All areas shall be inspected and watered using the JPA/City irrigation system as needed to maintain the plantings in a

healthy condition, provided water is available in or near the bed.

- (10) Pruning and shearing of shrubs shall be done as needed to maintain an attractive uniform appearance and comply with the Lincoln Municipal Code.
 - (11) The Director of Parks and Recreation shall be notified immediately of any disease, pests, or unusual conditions that might develop in the plantings. The Association, as directed by the Parks and Recreation Department shall assist with treatment of insects or disease.
 - (12) Any maintenance procedures that may affect the major street trees shall be approved by the City of Lincoln's Parks and Recreation Department. Necessary work on trees requiring special equipment will be done by the City of Lincoln ("City") and will be coordinated with the Association to avoid conflicts in scheduled activities.
 - (13) The pruning of all ornamental and major street trees shall be done in accordance with National Arborist Association standards and to other established arboricultural pruning standards stipulated by the City's Parks and Recreation Department.
 - (14) Pruning to raise or remove low lateral branches for proper street/sidewalk clearance shall be done conservatively to retain the aesthetic and natural form of all street trees. When "lifting" (raising) the crown of trees, removal of lower limbs shall be done over several years and not in one pruning operation. A ratio of 1/3 clear trunks and 2/3 live tree crown shall be maintained. No more than 1/3 of the total live crown shall ever be removed in a single pruning operation.
- (c) Streetscape improvements, other than plantings, shall be cleaned and maintained as needed to keep such improvements functional and, as near as practicable, in their original condition, except for wear and tear.

II.

GENERAL PROVISIONS

Section 201. Administrator of Agreement. The Secretary of the JPA shall be the JPA's representative for the purposes of administering this Contract. The maintenance work contemplated under Article II shall be coordinated with the appropriate City department.

The President of the Association shall be in charge of performance of this Contract on behalf of the Association, and all questions and communications from property owners within the subject business improvement districts shall be directed to the President.

Section 202. Purchases, Expenses, and Payment.

(a) In the procurement of materials and services required by or to be used in the performance the services or work contemplated hereunder, the Association shall conform with applicable purchasing laws and regulations of the County Purchasing Act.

For single purchases of supplies, materials, and equipment which are reasonably expected to cost Twenty Thousand Dollars (\$20,000.00) or less, the Association will obtain and record at least three informal bids and such purchases shall be awarded to the lowest responsible bidder. For items which are reasonably expected to cost Twenty Thousand Dollars or more, a formal sealed bid process shall be undertaken by the Association's Board of Directors which would involve advertising for sealed bids, opening bids in public and awarding the bid to the lowest responsible bidder. The Association may use the services and resources of the City's Purchasing Agent to conduct a formal sealed bid process.

(b) The JPA shall pay the Association \$6,800 per month for the Work. Said payment shall be paid in advance.

Section 203. Audit and Inspection. At any time during normal business hours, and as often as the JPA may deem necessary, the Association shall make available to the JPA for examination at reasonable locations all of the Association's books, records, and documents relating

to matters covered by this Contract, and the Association shall permit the JPA to audit, examine, and make excerpts or transcripts of such books, records, and documents, and to audit all invoices, materials, payrolls, records of personnel, and other data relating to all matters covered by this Contract. The Association shall maintain such books, records, and documents in an accessible location and condition for a period of not less than four (4) years, unless JPA agrees in writing to an earlier disposition. In addition, the Association 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.

Section 204. Delegation. The Association shall not delegate its duties under this Contract without the prior written consent of the JPA; provided that, the Association may hire independent contractors, agents, and employees to carry out the Association's duties under this Contract.

Section 205. Independent Contractor. It is agreed that the JPA is interested only in the results obtained under this Contract. The Association shall perform as an independent contractor with sole control of the manner, means, and method of performing the services required under this Contract. The Association shall be considered, for all purposes arising out of this Contract, an independent contractor, and it shall not be deemed an employee, nor shall any of its employees or agents be deemed employees, of the JPA. To the extent that any wages paid pursuant to the provisions of this Contract are subject to state or federal income taxation, or social security taxation, the same shall be the exclusive responsibility of the Association as employer. JPA shall not be responsible for directly providing staff salaries or fringe benefits.

Section 206. Equal Employment Opportunity. In connection with the performance of work under this Contract, the Association agrees that it shall not discriminate against employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, the Association shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to insure 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. The Association shall submit an Affirmative Action Program information sheet to the City's Equal Opportunity Officer upon a form prescribed by the City.

Section 207. Insurance. In addition to any other insurance which Association may be required to carry, the Association agrees to maintain in effect the following insurance, at Association's sole expense, with insurance companies acceptable to JPA. Association shall furnish JPA with certificates evidencing such insurance and shall state that the insurance cannot be canceled and restrictive modifications cannot be made without giving thirty days prior written notice to JPA, ten days for non-payment. All insurance policies of the Association shall name the JPA as additional insured on a primary and non-contributory basis. The policy shall also contain a waiver of subrogation against JPA. Association shall furnish JPA with certificates and attached policy endorsements evidencing such insurance. Such certificates shall show that by a policy endorsement that the JPA has been named as an additional insured. Association will endeavor to obtain a policy endorsement that the insurer will provide the JPA as an additional insured with ten days advance notice of non-renewal and thirty days advance notice of cancellation. Association shall immediately notify the JPA in the event the Association receives notice from its insurer that the policy will not be renewed or is being cancelled.

Coverage	Limits
Workmen’s Compensation Statutory State	Statutory \$100,000 Per Accident
Employer’s Liability	\$500,000 Disease-Policy Limit \$100,000 Disease-Each Employee
Commercial General Liability	
Bodily Injury	\$2,000,000 General Aggregate
Property Damage	\$2,000,000 Product-Comp Ops Aggregate
Including Premises/Operations, Explosion	\$1,000,000 Personal & Advertising Injury
Collapse and Underground (XCU), Products/	\$1,000,000 Each Occurrence
Completed Operations, Contractual Liability,	
Broad Form Property Damages, Independent Contractors	
Personal Injury Liability	
Business Automobile Liability*	
Bodily Injury	\$1,000,000 Combined Single Limit with a
Property Damage	\$4,000,000 Umbrella
Including Hired and Non-Owned	

The Association and the JPA expressly waive all rights and claims including claims of subrogation they may have against the other, and the other party’s subsidiaries, affiliates, employees, officials, officers, volunteers, agents or subcontractors (collectively “Affected Parties”), for loss or damage covered by insurance policy (except Workers Compensation) or self-insurance required in this section. Any self-insurance by the JPA shall be deemed to include such waiver of subrogation against the Affected Parties.

Section 208. Indemnification. The Association shall protect, indemnify, hold and save harmless and defend the JPA, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney’s fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officials, officers, volunteers, agents, or subcontractors of the Association or JPA on account of personal injuries or death, or damages to property occurring, growing out of, incident to,

or resulting directly or indirectly from the negligent performance by the Association. The JPA shall protect, indemnify, hold and save harmless and defend the Association, its subsidiaries, affiliates, officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officials, officers, volunteers, agents or subcontractors of the Association or JPA on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the negligent performance by the JPA.

Section 209. Term and Termination. This Contract shall be for a term of three months commencing on August 8, 2013, and ending on November 8, 2013; except that the JPA has the right to extend the contract on a month to month basis for up to six (6) months.

Section 210. Exclusions. Notwithstanding any contrary provision herein, the following items shall not be the responsibility of the Association; provided that, the Association, at its election, may perform the following items:

- (a) Maintenance and replacement of major street trees; and replacement of ornamental trees and shrubs;
- (b) Maintenance (except painting and cleaning), repair, and replacement of water fountains, water sprinkling equipment, and other water systems;
- (c) Except as provided in § 101(c), maintenance, repair, routine snow and ice clearance, cleaning and replacement of public streets, sidewalks, and alley ways;
- (d) Installation, maintenance, repair, and replacement of public parking garages, skywalks, public utilities, and street and traffic lights;
- (e) Maintenance, repair, and replacement of electrical systems; and

- (f) Repair or replacement of kiosks, trash receptacles, benches, poles, signs, pavers, or bike racks.

Section 211. Federal Immigration Verification. In accordance with *Neb. Rev. Stat. §§ 4-108 through 4-114*, the Association 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. The Association 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 Association shall require any subcontractor to comply with the provisions of this section.

Section 212. Use of City Vehicles. The Association, with City consent, may utilize City vehicles on an “as needed” basis, provided that, the Association requires and verifies that the driver is at least 21 years of age, has a current Nebraska driver’s license, and has no more than two moving violations and no DUI violations within the last five (5) years.

IN WITNESS WHEREOF, the JPA and the Association have executed this Contract on the day and year first written above.

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

ATTEST:

Secretary

By: _____
Chair

DOWNTOWN LINCOLN ASSOCIATION
A Nonprofit Corporation

Witness

By: _____
Terry Uland, President

Consent

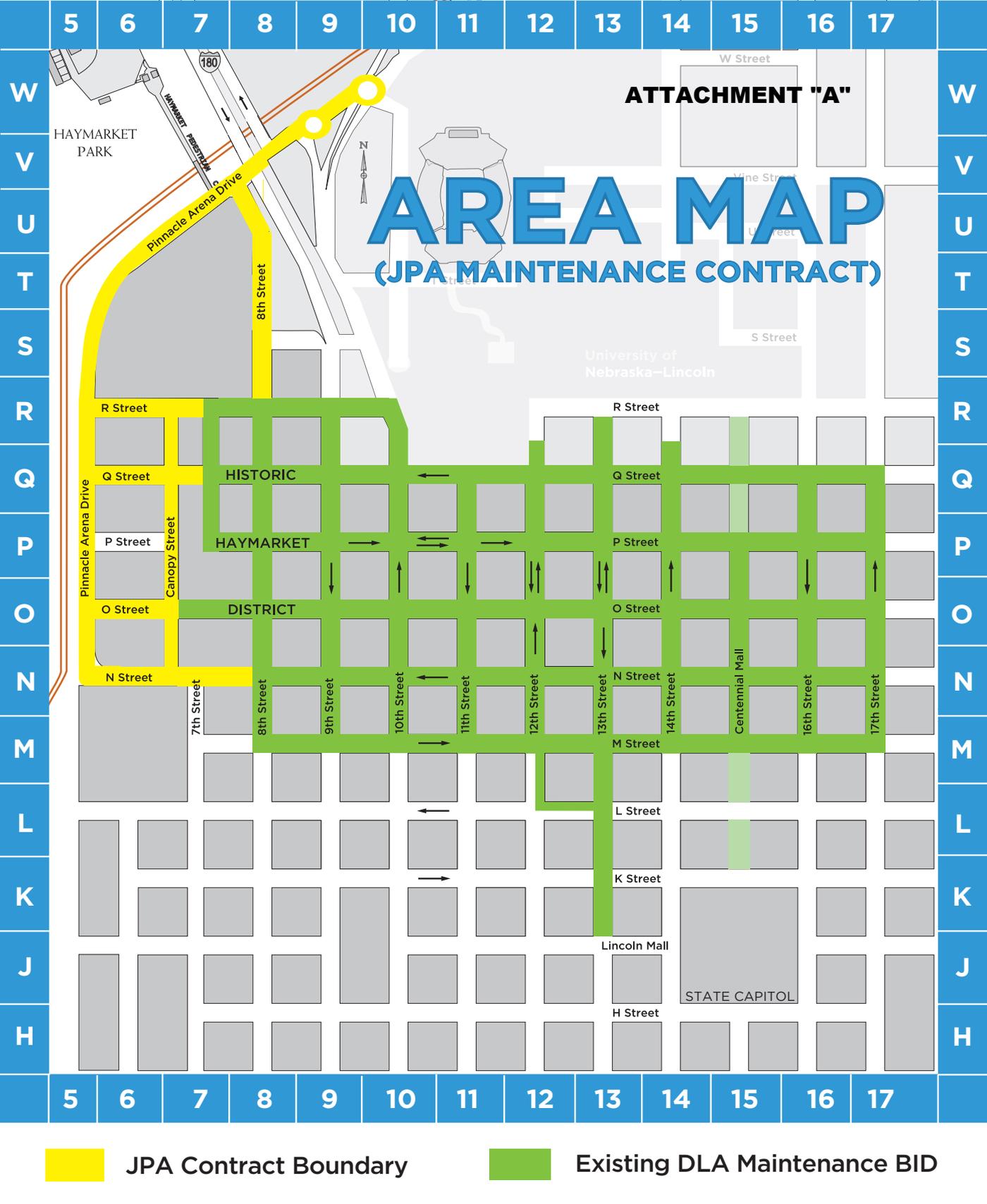
The City of Lincoln, Nebraska hereby consents to the execution and implementation of above Maintenance Contract, including, but not limited to the Association carrying on the above described Work in the City's right of ways and on City properties, the Association's use of City vehicles, and the City departments assisting the Association as described in the Maintenance Contract.

ATTEST:

THE CITY OF LINCOLN, NEBRASKA
A Municipal Corporation

City Clerk

By: _____
Chris Beutler, Mayor



RESOLUTION NO. WH- _____

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

3 That the Amendment to Pinnacle Bank Arena Private Suite Use Agreement between the
4 West Haymarket Joint Public Agency and the Journal Star Printing Company to establish the
5 value of trade credits for advertising and promotion of events is hereby adopted and approved and
6 the Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Amendment to Agreement on behalf of the West Haymarket Joint
8 Public Agency.

9 The City Clerk is directed to return a copy of this Resolution and the Amendment to
10 Pinnacle Bank Arena Private Suite Use Agreement to Jeff Kirkpatrick, City Attorney’s Office,
11 for transmittal to the parties.

12 Adopted this _____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

**AMENDMENT TO PINNACLE BANK ARENA
PRIVATE SUITE USE AGREEMENT**

This Agreement is made this ____ day of August, 2013, by and between the West Haymarket Joint Public Agency (hereinafter referred to as the "JPA") and the Journal Star Printing Company, a Nebraska company (hereinafter referred to as the "LJS").

WITNESSETH:

WHEREAS, the JPA and the LJS entered into a Private Suite Use Agreement (hereinafter referred to as the "Suite Agreement") in 2012 and;

WHEREAS, some questions have emerged as to how the exchange of values established in the Agreement should be determined;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties hereto agree to the following:

1. Amendments to the Suite Agreement. The parties hereto agree to amend the Suite Agreement as follows:

a. Advertising space used on a trade basis under the Suite Agreement cannot be applied to the portion of the advertising expense that goes to the payment of any third party vendor, including third party vendors used by the Lincoln Journal Star. Advertising rates for items not specifically outlined in the Suite Agreement and/or advertising provided by third party vendors will be controlled by the advertising rate card in use by the Lincoln Journal Star at the time of placement.

b. The JPA shall have the right to use LJS advertising space to promote events and activities in the Arena, the North Festival Space, Pershing Auditorium, or Pinewood Bowl and to sell LJS advertising space that it receives under this Suite Agreement to third parties, including acts, exhibits, shows, and promoters using the Arena, the North Festival Space, Pershing Auditorium, or Pinewood Bowl. LJS agrees to allow the JPA to sell space to others for specific promotional purposes related to City of Lincoln or SMG sponsored activities in the Pinnacle Bank Arena, the North Festival Space, the Haymarket District, Pershing Auditorium, and Pinewood Bowl.

c. LJS may enter into separate sponsorship arrangements with the JPA or with acts, exhibits, shows, or events using the Arena, the North Festival Space, Pershing Auditorium, or Pinewood Bowl which shall not be affected or altered by this Suite Agreement or the trade credits created by this Agreement.

Draft - July 15, 2013

d. The Exhibit C referenced in the Suite Agreement is replaced by the Exhibit C attached to this Amendment.

2. Remainder of Suite Agreement. Except for the amendments and modifications described herein, the Suite Agreement remains in full force and effect.

3. Contingency. This Amendment is contingent upon approval by the JPA Board and it shall not become effective unless said Amendment is approved by the JPA Board.

4. Effective Date. The effective date of this Amendment herein shall be on the date of approval by the JPA Board.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth below to be effective on the date of execution by the JPA.

USER

JOURNAL STAR PRINTING COMPANY

By: Julie Bechtel

Date: 7-24-2013

Name
Printed: Julie Bechtel

Title: Publisher

Address: 926 P. St.
Lincoln, NE

JPA

By: _____

Date: _____

Chair of JPA

Address: 555 South 10th Street, Room 103
Lincoln, NE 68508

APPROVED:

JPA Attorney

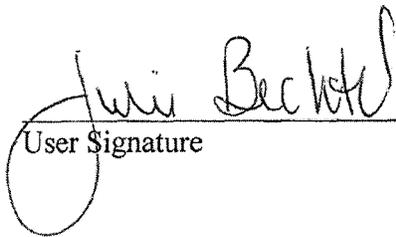
EXHIBIT C

\$55,000 Suite

5 year Use Agreement

1. ANNUAL USE FEE. The "Use Fee" payable by User to the JPA in respect of each year of the Agreement is as set forth below:

Trade Value to JPA	Trade Value Available for City of Lincoln
· \$80,000 in trade for Year 1	\$40,000
· \$80,000 in trade for Year 2	\$40,000
· \$83,200 in trade for Year 3	\$40,000
· \$86,528 in trade for Year 4	\$40,000
· \$89,989 in trade for Year 5	\$40,000


User Signature

RESOLUTION NO. WH- _____

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

3 That the attached Contract Agreement between the West Haymarket Joint Public Agency
4 and Olsson Associates for performance of the West Haymarket Parking Decks 2 and 3 Special
5 Inspections, pursuant to Proposal No. 13-248, is hereby approved and the Chairperson of the
6 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Contract Agreement on behalf of the West Haymarket Joint Public Agency.

8 The City Clerk is directed to return a copy of this Resolution and the Contract Agreement
9 to Rick Peo, Chief Assistant City Attorney for transmittal to Olsson Associates.

10 Adopted this _____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
PARKING DECKS 2 and 3
REQUEST FOR PROPOSAL
PROPOSAL NO. 13-248

CONTRACT AGREEMENT

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

RECITALS

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

West Haymarket Parking Decks 2 and 3 – Special Inspections
Request for Proposal
Proposal No. 13-248

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

WHEREAS, JPA, in the manner prescribed by law, has publicly advertised, opened, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest and best proposer for the said Work for the sum or sums named in the Contractor's Proposal. Copies of the Bid Opportunity Detail, Instructions to Bidders, Request for Proposals, Vicinity Map, Special Inspections Request for Proposals, Statement of Special Inspections, Addendum 1, and the Contractor's Proposal (collectively "Bid Documents") are attached hereto as Exhibit A.

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

WHEREAS, Contractor understands and acknowledges that the Contractor is required to pay Davis-Bacon Act prevailing wages in accordance with Building Construction General Wage Decision NE120065 dated 07/19/2013 ("NE65 Wage Decision").

WHEREAS, the NE65 Wage Decision is hereinafter referred to as the "Effective Wage Decision."

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

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

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

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

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

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

COMPENSATION - JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the sums and prices for all Work covered by and included in the Contractor's Quote awarded by the JPA to the Contractor, payment thereof to be made in the manner provided in Article VIII of the City of Lincoln Standard Specifications for Municipal Construction (2011 Edition).

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

INDEMNIFICATION - The following Indemnification provision is in addition to and not in lieu of the Assumption of Liability and Indemnification provision in Article VI.B. of the City of Lincoln Standard Specifications for Municipal Construction (2011 Edition).

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

INSURANCE – The following insurance requirement is in lieu of the Insurance Requirements for all City Contracts found in Article X.B. of the City of Lincoln Standard Specifications for Municipal Construction (2011 Edition).

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

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

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

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

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

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

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

- e. Sales Tax Exempt Forms (to be provided upon award of the Special Purchase).
 - i. Form of Nebraska Resale or Exempt Sales Certificate.
 - ii. Form of Purchasing Agent Appointment.
 - Note: Any portion of this project used for providing water service, such as pipe for water mains, are not tax exempt and are subject to sales and use tax.
 - Note: The remainder of this project, including items exclusively used for providing fire protection, such as fire hydrants, is exempt from sales and use tax.
- f. Requirements in 29 C.F.R. parts 1, 3 and 5.
- g. Any Bid Documents and/or Bid Attachments listed in the Bid Opportunity Detail not attached as part of Exhibit A.

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

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

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

CONTRACTOR:

OLSSON ASSOCIATES

By: _____
 Title: _____

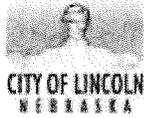
JPA:

WEST HAYMARKET JOINT PUBLIC AGENCY

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

EXHIBIT A
Bid Documents

Approved by Law
8-13-2013



Return to Login • Supplier Registration

Bid Opportunity Detail

Bid Number 13-248 Addendum 1 (West Haymarket Parking Decks 2 &3 Special Inspections)
Close Date & Time 7/29/2013 12:00:00 PM Central
Bid Duration 11 days 20 hours 53 minutes 17 seconds

Bid Information

Bid Type RFP
Issue Date & Time 7/17/2013 3:06:42 PM Central
Close Date & Time 7/29/2013 12:00:00 PM Central
Bid Status Unsealed
Bid Notes

Contact Information

Contact Name Vince Mejer Purchasing Agent
Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516 USA
Department Purchasing
Floor/Room Suite 200
Contact Phone 1 (402) 441-8314
Contact Fax 1 (402) 441-6513
Contact Email vmejer@lincoln.ne.gov

Bid Documents

Document	Format	Description
Invitation Document	Acrobat (PDF)	PDF Invitation to Bid

Bid Attachments

Location File Name	Description
Header 13-248 adv.pdf (17KB)	Notice to Proposers
Header Instructions to Bidders- JPA - B 12-10.pdf (84KB)	Instructions to Bidders
Header Attachment A - Vicinity Map.pdf (2.61MB)	Vicinity Map
Header Attachment B - JPA_Insurance_March_201211.pdf (236KB)	Insurance Requirements
Header Attachment C - Deck 2 and 3 Schedule (7-1-13).pdf (1KB)	Project Schedule
Header Attachment D - WH_Parking_Decks_23_Testing_Spreadsheet 7-9-13.xlsx (21KB)	Materials Testing and Special Inspection Proposal Form (to be included with your proposal)
Header Att. E - Haymarket_Deck 23_StmtofSpecInspPkg_Review_20130708.pdf (164KB)	Statement of Special Inspection
Header SAMPLE ContractAgr for ParkingDecks 23 (3).pdf (44KB)	Sample Contracts
Header Bonds.pdf (1KB)	Sample Performance Bond & Neb. Rev. Stat. 77-1323
Header RFP INSPECTION SERVICES 2 3.pdf (14KB)	Specifications
Header Empl_Class_Act_EO.pdf (288KB)	Employee Classification Act, Executive Order 83319
Header Empl_Class_Act_Aff.pdf (52KB)	Employee Classification Act Affidavit
Header Ex_D_g_-29CFR5_5_DavisBacon[1].pdf (959KB)	29 C.F.R
Header Ex D -WageDec-Building-NE65 6-14-13.pdf (495KB)	Davis Bacon Rates
Header 13-248 Adn. 1.pdf (7KB)	Addendum No. 1

**Advertise 1 time
Thursday, July 18, 2013**

**Request for Proposals (RFP)
Proposal No. 13-248**

Sealed proposal will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m, Monday, July 29, 2013** for providing the following:

**Inspection Services
WEST HAYMARKET PARKING DECKS #2
RFP No. 13-248**

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

Questions concerning this proposal process may be directed to City/County Purchasing at (402) 441-8314 or 441-7416 or vmejer@lincoln.ne.gov

INSTRUCTIONS TO BIDDERS

WEST HAYMARKET JOINT PUBLIC AGENCY

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the West Haymarket Joint Public Agency, hereinafter referred to as "JPA", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by JPA.
 - 2.4.2 For all other contracts: upon approval by JPA of the executed contract and bonds.
- 2.5 JPA shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to JPA as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided JPA, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bidding documents.

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on JPA; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by JPA prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of JPA that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with JPA's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from JPA.
- 9.2 Such demonstration can be at the JPA delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by JPA of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 JPA reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to JPA at the location specified by JPA, with all transportation charges paid.
- 10.4 At the time of delivery, a designated JPA employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of JPA, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to JPA. Replacement parts of defective components shall be shipped at no cost to JPA. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to JPA; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, JPA reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of JPA, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by JPA of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to JPA, and as JPA deems will best serve the requirements and interests of JPA.
- 13.5 JPA reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of JPA.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by JPA. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 JPA reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless JPA from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless JPA for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of JPA.
- 14.2 In any and all claims against JPA or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

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

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

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

19. LIVING WAGE

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

20. INSURANCE

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

21. EXECUTION OF AGREEMENT

- 21.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
 - b. **CONTRACT**, unless otherwise noted.
 - 1. JPA will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. JPA will sign and date the Contract.
 - 4. Upon approval and signature, the JPA will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

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

23. AUDIT ADVISORY BOARD

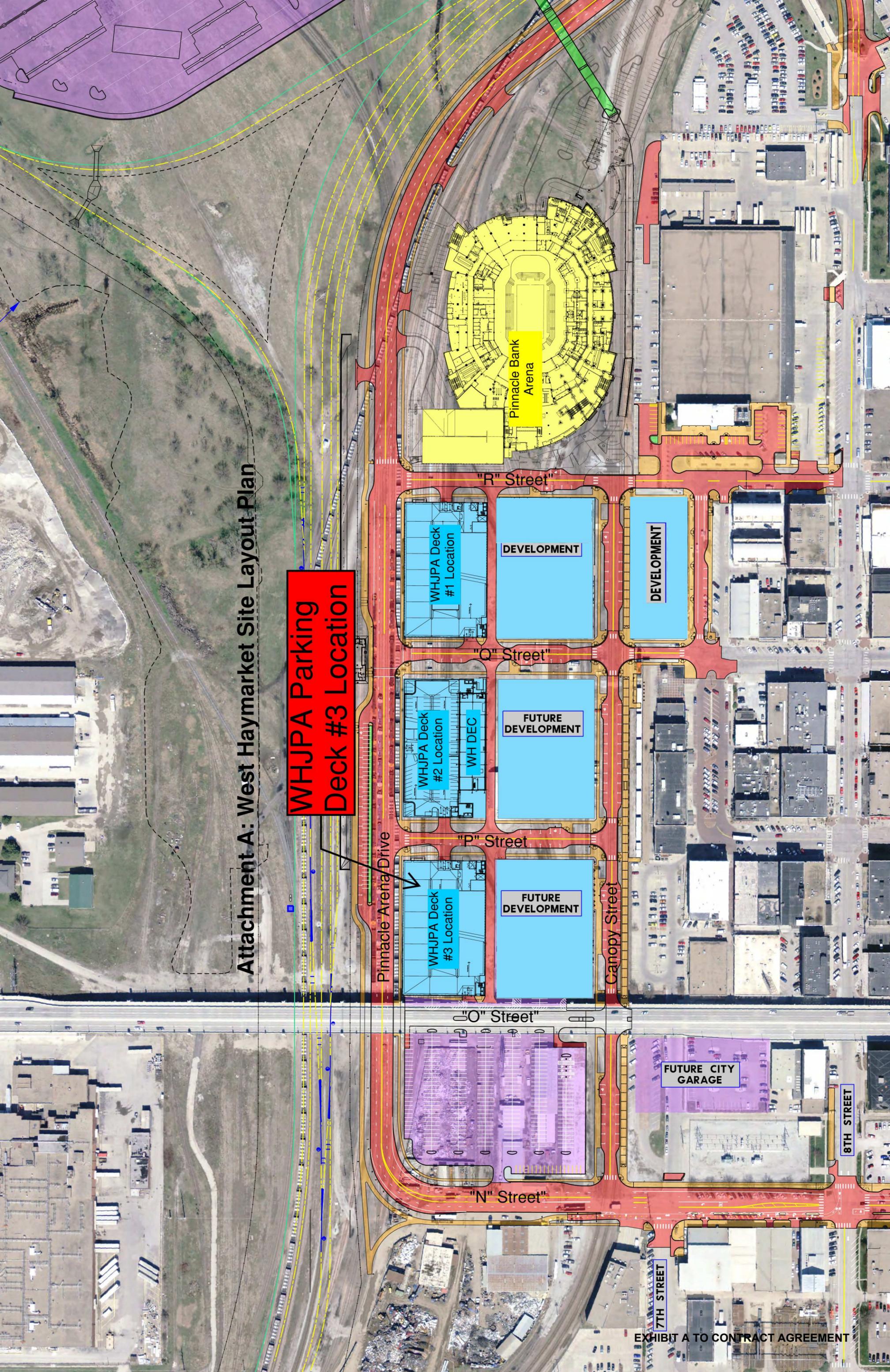
- 23.1 All parties of any JPA agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed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

24. E-VERIFY

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

Attachment A: West Haymarket Site Layout Plan

WHJPA Parking Deck #3 Location



**WEST HAYMARKET PARKING DECKS #2
SPECIAL INSPECTIONS REQUEST FOR PROPOSAL**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 Bid price shall include the cost for Special Inspections of Steel Construction, Soil Bearing Testing, Cast In Place Concrete, and Precast Concrete Construction at the New West Haymarket Parking Decks #2 & #3 to include labor, testing supplies and any other expenses required to complete the project according to Local Building Codes, the plans and Specifications and any other State or Federal guidelines.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Vince M. Mejer Purchasing Agent (vmejer@lincoln.ne.gov) or Fax: (402) 441-6513.
 - 1.3.1 All responses to questions and inquiries shall be distributed to prospective bidders electronically as an addenda.
- 1.4 Proposals are due on July 29, 2013.
 - 1.4.1 Shortlisted firms will be interviewed the week of August 5, 2013.
- 1.5 Drawings can be reviewed at the offices of PC Sports at 311 N. 8th Street, Suite 102, Lincoln, NE. Phone (402) 477-0487 to schedule an appointment.
 - 1.5.1 Drawings can also be ordered from A&D at the cost of the proposer.

2. PROJECT DESCRIPTION

- 2.1 Project Description and Construction Team
 - 2.1.1 Architect & Engineer: Davis Design
 - 2.1.2 Functional Parking Design Engineer: Deck #2 - AGA, Deck #3 - Walker Parking Consultants
 - 2.1.3 Contractor: Hausmann/Dunn, a Joint Venture
- 2.2 Project Location: The West Haymarket Parking Decks #2 & #3 are located in the new development of the West Haymarket area, (See Attachment A for project location).
- 2.3 Type of Construction: (Total Construction Budget - \$24.0 million)
 - 2.3.1 New Construction:
 - Parking Deck #3 is a 6 Level Precast Structure Parking Garage, consisting of approximately 970 parking stalls and roughly 312,000 square feet.
 - 2.3.1.1 Parking Deck #2 is a 6 level Precast Structure Parking Garage, Consisting of approximately 691 parking stalls and roughly 246,500 square feet.
- 2.4 Project Schedule: (Attachment C)

3. SCOPE OF SERVICES

- 3.1 Qualifications: Testing Laboratory shall meet applicable industry standards including, but not limited to City of Lincoln Special Inspection Requirements and IBC 2009.
 - 3.1.1 Testing Laboratory must be accredited by an independent agency per ASTM C 1077 and ASTM E-329 and provide proof thereof.
 - 3.1.1.1 See attached specifications (Attachment E) for more detailed qualification information.

- 3.2 Observation, Testing and Inspection Services: All testing equipment shall be calibrated per applicable test methods and intervals not to exceed 12 months by devices traceable to National Bureau of Standards or accepted values of natural physical constants.
 - 3.2.1 Observations, testing and Inspections shall be in accordance with project drawings and specifications (Attachment E).
- 3.3 Notify the appropriate members of the project team immediately upon discovery of deficiencies.
- 3.4 Promptly submit written reports of observations, test and inspections to the Owner, Architect, Contractor, Structural Engineer, Civil Engineer and Project Manager. Reports shall include as a minimum:
 - 3.4.1 Date issued.
 - 3.4.2 Project title and description.
 - 3.4.3 Testing laboratory, name, address and telephone number.
 - 3.4.4 Name of inspector.
 - 3.4.5 Location of observation.
 - 3.4.6 Date and time of observation, test inspection or sampling.
 - 3.4.7 Weather conditions at the time of observation, test, inspection or sampling.
 - 3.4.8 Results and statement of compliance or non-compliance with plans and specification, of observation, test, inspection, or sampling.
 - 3.4.9 Interpretation of test results when requested by Owner.
- 3.5 Testing Laboratory is not authorized to:
 - 3.5.1 Release, revoke, alter, diminish or increase the requirements of the plans and specifications.
 - 3.5.2 Approve, accept, disapprove or reject any portion of the work.
 - 3.5.3 Perform any duties of the contractor.
- 3.6 Work specifically excluded:
 - 3.6.1 Roofing testing and inspection.
 - 3.6.2 Window testing and inspection.
 - 3.6.3 Deep foundation piles.
 - 3.6.4 Subgrade Inspection

4. INSURANCE REQUIREMENTS

- 4.1 Awarded vendor must provide an insurance Certificate of Accord meeting with City of Lincoln requirements as outlined in the document attached to the Bid Document section titled Insurance Clause City. (Attachment B)
 - 4.1.1 The Contractor must place the following information in the Description of Terms box on the Insurance Accord Certificate:
 - 4.1.2 The JPA is to be listed as Additional Insured.

5. PROPOSAL REQUIRED INFORMATION

- 5.1 State firm's qualifications for this project. Services may include observation, testing and inspections related to soils, aggregates, asphaltic concrete, concrete, reinforcing steel and structure steel.
 - 5.1.1 Provide relevant project experience with projects of similar size and scope highlighted.
- 5.2 Provide resumes of those individuals including inspectors who will be assigned to this project.
 - 5.2.1 Provide a brief description of their duties.

- 5.2.2 Please so indicate if your inspectors are cross-trained to allow them to perform inspections and tests on multiple construction materials.
- 5.3 Provide unit cost rates for Construction Materials Observation, Testing and Inspection using the attached form. (See Attachment D)
- 5.4 Provide an estimate of the total cost for the proposed services.
 - 5.4.1 All rates, costs and prices provided will be fixed for the duration of the project.
 - 5.4.2 Reimbursable expenses to be at cost.

ATTACHMENT E

STATEMENT OF SPECIAL INSPECTIONS

Special inspection shall be performed for structural steel, cast-in-place concrete, precast concrete, and soils according to Chapter 17 of the 2009 International Building Code and as directed below:

1. Steel Construction

Table 1704.3. All exceptions apply.

2. Cast-in-Place Concrete Construction

Table 1704.4. Provide 100% visual inspection of all reinforcing prior to placement of concrete.

3. Precast Concrete Construction

Table 1704.4.

Provide plant inspection of reinforcing and embeds prior to pouring concrete for one each of the different precast concrete products including twin tees, inverted tee beams, L-beams, interior light wall, exterior wall panels, and insulated wall panels shown on the construction documents.

Provide 100% visual inspection of all welded or bolted precast concrete field connections.

4. Soils

Table 1704.7

Special inspection shall include the tracking of work not performed per the contract documents, when the work has been corrected, or when the change in work has been accepted, in writing by the engineer of record.

See the specifications for further testing requirements.

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SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Sections:
 - 1. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1.3 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Material certificates.
- C. Material test reports.
- D. Floor surface flatness and levelness measurements.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

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- B. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
- E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- F. Testing Qualification: ASTM C 1077, ASTM E 329, and ASTM E 548.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.2 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60**, deformed.
 - 1. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class I zinc coated after fabrication and bending.
 - 2. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M, epoxy coated, with less than 2 percent damaged coating in each **12-inch** bar length.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- E. Galvanized-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from galvanized steel wire into flat sheets.
- F. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A coated, Type 1, plain steel.

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- G. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice."

2.3 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I/II , gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class C or F, where approved by the Architect.
- B. Normal-Weight Aggregates: ASTM C 33 graded.
 - 1. Maximum Coarse-Aggregate Size: **1-1/2 inches** nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Lightweight Aggregate: ASTM C 330, **1-inch** nominal maximum aggregate size.
- D. Water: ASTM C 94/C 94M and potable.

2.4 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494 Type A.
 - 2. Retarding Admixture: ASTM C 494 Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494 Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494 Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494 Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017 Type II.

2.5 WATERSTOPS

- A. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, **3/4 by 1 inch**.

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- B. Self-Expanding Rubber Strip Waterstops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer modified chloroprene rubber, for adhesive bonding to concrete, **3/8 by 3/4 inch**.

2.6 VAPOR BARRIER / RETARDERS

- A. Sheet Vapor Barrier / Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.
- B. Approved Manufacturers:
 - 1. Stego Industries; Stego Wrap Barrier.
- C. Accessories:
 - 1. Seam Tape: Water vapor transmission rate ASTM E 96, 0.3 perms or lower.
 - 2. Vapor Proofing Mastic: Water vapor transmission rate ASTM E 96, 0.3 perms or lower.
 - 3. Pipe Boots: Construct pipe boots from vapor barrier / retarder material, pressure sensitive tape and / or mastic per manufacturer's instructions.
- D. Sheet Vapor Barrier / Retarder: ASTM E 1745, Class C or polyethylene sheet, ASTM D 4397, not less than **15 mils** thick. Include manufacturer's recommended adhesive or pressure-sensitive joint tape.

2.7 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately **9 oz./sq. yd.** when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

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- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- I. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.8 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

2.9 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: When approved by the Architect, use fly ash as needed to reduce the total amount of portland cement, which would otherwise be used, by not more than 25 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use plasticizing admixture in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
- D. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength: 3500 psi at 28 days, and as required on the drawings.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.50.
 - 3. Slump Limit: 4 to 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 4. Air Content: 5 to 8 percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
 - 5. Air Content: 5 to 8 percent, plus or minus 1.5 percent at point of delivery for 1-inch and 3/4-inch nominal maximum aggregate size.
 - 6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

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2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
 - 1. When air temperature is between **85 and 90 deg F**, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above **90 deg F**, reduce mixing and delivery time to 60 minutes. Mixing and delivery time starts when truck is loaded and ends when truck is empty.

PART 3 - EXECUTION

3.1 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 VAPOR BARRIER / RETARDERS

- A. Sheet Vapor Barrier / Retarders: Place, protect, and repair sheet vapor barrier / retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints **6 inches** and seal with manufacturer's recommended tape.
 - 2. Installation shall be in accordance with manufacturer's instructions and ASTM E 1643-04.
 - a. Unroll vapor barrier / retarder with the longest dimension parallel with the direction of the pour.

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- b. Lap vapor barrier / retarder over footings and seal to foundation walls.
- c. Overlap joints 6 inches and seal with manufacturer's tape.
- d. Seal all penetrations (including pipes) per manufacturer's instructions.
- e. No penetration of the vapor barrier / retarder is allowed except for reinforcing steel and permanent utilities.
- f. Repair damaged areas by cutting patches of vapor barrier / retarder, overlapping damaged area 6 inches and taping all four sides with tape.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor barrier / retarder. Repair damage and reseal vapor barrier / retarder before placing concrete.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of **1/8 inch**. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut **1/8-inch-** wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- E. Waterstops: Install in construction joints and at other joints indicated according to manufacturer's written instructions.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

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- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces exposed to public view, surfaces to receive a rubbed finish, and surfaces to be covered with a coating or covering material applied directly to concrete.
- C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:
 - 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 - 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
 - 3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

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- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of **1/4 inch** in one direction.
1. Apply scratch finish to surfaces indicated and to receive concrete floor toppings or to receive mortar setting beds for bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
1. Apply float finish to surfaces indicated to receive trowel finish and surfaces to be covered with fluid-applied or sheet waterproofing.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and re-straighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
1. Apply a trowel finish to surfaces exposed to view or surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 2. Finish and measure surface so gap at any point between concrete surface and an unlevelled, freestanding, **10-ft.-** long straightedge resting on two high spots and placed anywhere on the surface does not exceed **1/8 inch**.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

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3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching **0.2 lb/sq. ft. x h** before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least **12 inches**, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. **REPEAT PROCESS 24 HOURS LATER AND APPLY A SECOND COAT.** Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

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3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
1. Testing Services: Tests shall be performed according to ACI 301.
 - a. Slump: ASTM C 143; provide one test for each set of compressive strength test specimens.
 - b. Air Content: ASTM C 231 pressure for normal weight concrete; one for each set of compressive strength specimens.
 - c. Compressive Strength Tests: ASTM C 39; provide one set of four 6x12 cylinders for each 100 cu. yds. or fraction thereof, of each concrete class placed in any one day; 1 specimen tested at 7 days, 2 specimens tested at 28 days, and 1 specimen retained in reserve for later testing if required. Alternately, provide one set of five 4x8 cylinders for each 100 cu. yds. or fraction thereof, of each concrete class placed in any one day; 1 specimen tested at 7 days, 3 specimens tested at 28 days, and 1 specimen retained in reserve for later testing if required.
 2. Test results will be reported in writing to the Contractor and Architect. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in the structure, compressive breaking strength and type of break for both 7-day tests and 28-day tests.
 3. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicated the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Architect. The testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed. Trade Contractor shall pay for such tests conducted, and any other additional testing as may be required, when acceptable concrete is verified.

END OF SECTION 033000

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SECTION 034100 - PRECAST STRUCTURAL CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes precast structural concrete. Includes description of structural precast framing and panel elements. Additionally, basic requirements for wall panels and insulated wall-panels are described in this section. For those units to receive architectural finishes also in this section.

1.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design precast structural concrete, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Precast structural concrete units and connections shall withstand design loads indicated within limits and under conditions indicated.
 - 1. Fire-Resistance Rating: Select material and minimum thicknesses to provide indicated fire rating.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each precast concrete mixture.
- C. Shop Drawings: Include member locations, plans, elevations, dimensions, shapes and sections, openings, support conditions, and types of reinforcement, including special reinforcement. Detail fabrication and installation of precast structural concrete units.
- D. Delegated-Design Submittal: For precast structural concrete indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, fabricator, and testing agency.
- B. Welding certificates.
- C. Material certificates.

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- D. Material test reports.
- E. Field quality-control and special inspection reports.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm that assumes responsibility for engineering precast structural concrete units to comply with performance requirements. Responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Design Standards: Comply with **ACI 318** and design recommendations in PCI MNL 120, "PCI Design Handbook - Precast and Pre-stressed Concrete," applicable to types of precast structural concrete units indicated.
- C. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 116, "Manual for Quality Control for Plants and Production of Structural Precast Concrete Products."
- D. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D.1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.4, "Structural Welding Code - Reinforcing Steel."
- E. Fire-Resistance Calculations: Where indicated, provide precast structural concrete units whose fire resistance meets the prescriptive requirements of authorities having jurisdiction or has been calculated according to ACI 216.1/TMS 0216.1, "Standard Method for Determining Fire Resistance of Concrete and Masonry Construction Assemblies," and PCI MNL 124, "Design for Fire Resistance of Precast Pre-stressed Concrete," and is acceptable to authorities having jurisdiction.
- F. Pre-installation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Support units during shipment on non-staining shock-absorbing material in same position as during storage.
- B. Store units with adequate bracing and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping or other physical damage.
- C. Lift and support units only at designated points shown on Shop Drawings.

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1.7 COORDINATION

- A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction before starting that Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

PART 2 - PRODUCTS

2.1 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60**, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
- C. Steel Bar Mats: ASTM A 184/A 184M, fabricated from ASTM A 615, **Grade 60** and ASTM A 706, deformed bars, assembled with clips.
- D. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- E. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- F. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 116.

2.2 PRE-STRESSING TENDONS

- A. Strand: ASTM A 416/A 416M, **Grade 270**, uncoated, 7-wire, low-relaxation strand.
 - 1. Coat unbonded post-tensioning strand with post-tensioning coating complying with ACI 423.6 and sheath with polypropylene tendon sheathing complying with ACI 423.6. Include anchorage devices and coupler assemblies.

2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type III, gray, unless otherwise indicated.
- B. Supplementary Cementitious Materials:
 - 1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
- C. Normal-Weight Aggregates: Except as modified by PCI MNL 116, ASTM C 33, with coarse aggregates complying with Class 5S, Class 5M, Class 4S, or Class 4M. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.

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- D. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.

2.4 STEEL CONNECTION MATERIALS

- A. Carbon-Steel Shapes and Plates: ASTM A 36/A 36M.
- B. Carbon-Steel-Headed Studs: ASTM A 108, AISI 1018 through AISI 1020, cold finished, AWS D1.1/D1.1M, Type A or B, with arc shields and with minimum mechanical properties of PCI MNL 116.
- C. Carbon-Steel Plate: ASTM A 283/A 283M.
- D. Malleable-Iron Castings: ASTM A 47/A 47M.
- E. Carbon-Steel Castings: ASTM A 27/A 27M, **Grade 60-30**.
- F. High-Strength, Low-Alloy Structural Steel: ASTM A 572/A 572M.
- G. Carbon-Steel Structural Tubing: ASTM A 500, Grade B.
- H. Wrought Carbon-Steel Bars: ASTM A 675/A 675M, **Grade 65**.
- I. Deformed-Steel Wire or Bar Anchors: ASTM A 496 or ASTM A 706/A 706M.
- J. Carbon-Steel Bolts and Studs: **ASTM A 307, Grade A**; carbon-steel, hex-head bolts and studs; carbon-steel nuts, **ASTM A 563**; and flat, unhardened steel washers, ASTM F 844.
- K. High-Strength Bolts and Nuts: **ASTM A 325** or **ASTM A 490**, Type 1, heavy hex steel structural bolts; heavy hex carbon-steel nuts, **ASTM A 563**; and hardened carbon-steel washers, **ASTM F 436**.
 - 1. Do not zinc coat **ASTM A 490** bolts.
- L. Zinc-Coated Finish: For exterior steel items, steel in exterior walls, and items indicated for galvanizing, apply zinc coating by hot-dip process according to ASTM A 123/A 123M or ASTM A 153.
 - 1. Galvanizing Repair Paint: High-zinc-dust-content paint with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035B or SSPC-Paint 20.
- M. Shop-Primed Finish: Prepare surfaces of nongalvanized-steel items, except those surfaces to be embedded in concrete, according to requirements in SSPC-SP 3, and shop apply lead- and chromate-free, rust-inhibitive primer, complying with performance requirements in MPI 79 and SSPC-Paint 25 according to SSPC-PA 1.

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2.5 BEARING PADS

- A. Provide bearing pads for precast structural concrete units as recommended by precast fabricator for application. Pads of non-combustible materials are required for fire rating.

2.6 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- B. Nonmetallic, Non-shrink Grout: Premixed, nonmetallic, noncorrosive, non-staining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, Grade A for drypack and Grades B and C for flowable grout and of consistency suitable for application within a 30-minute working time.
- C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.

2.7 INSULATED WALL PANEL ACCESSORIES

- A. Extruded-Polystyrene Board Insulation: ASTM C 578, Type IV, 1.60 lb/cu. ft.; square edges; with R-value of **5 per inch** and thickness of **3 inches**. Density: 1.6 pcf minimum. Compressive Strength: 25 psi minimum at yield of 10 percent deformation per ASTM D1621. Water Absorption: 0.1 percent maximum per ASTM C272
- B. Insulated Precast Sandwich Panel Wythe Connectors: Non-conductive, non-corrosive, fiber composite connectors with a minimum tensile strength of 110,000 psi when tested per the guide test methods for fiber reinforced polymers (FRP) for reinforcing or strengthening concrete structures prepared by ACI subcommittee 440. The connector must transfer horizontal shear between the inner and outer concrete layers to allow structurally composite wall panel behavior.
- C. Nu-Tie by Hughes Bros or equal.

2.8 CONCRETE MIXTURES

- A. Prepare design mixtures for each type of precast concrete required.
 - 1. Refer to Section 034500 "Precast Architectural Concrete" for mix designs for facade units that provide structural support and face exterior as architectural panels. See Drawings for panel applications.
 - 2. Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

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3. Limit use of fly ash to 25 percent replacement of portland cement by weight and granulated blast-furnace slag to 40 percent of portland cement by weight; metakaolin and silica fume to 10 percent of portland cement by weight. Use only for mix designs where allowed for structural elements. Mix designs for panels considered architectural shall remain as designated for matching color sample and blend.
- B. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast structural concrete fabricator's option.
- C. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by **ACI 318** or PCI MNL 116 when tested according to ASTM C 1218/C 1218M.
- D. Normal-Weight Concrete Mixtures: Proportion by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
 1. Compressive Strength (28 Days): **5000 psi** minimum.
 2. Maximum Water-Cementitious Materials Ratio: 0.45.
- E. Water Absorption: 6 percent by weight or 14 percent by volume, tested according to PCI MNL 116.
- F. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 116.
- G. When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.
- H. Concrete Mix Adjustments: Concrete mix design adjustments may be proposed if characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

2.9 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
 1. Weld-headed studs and deformed bar anchors used for anchorage according to AWS D1.1/D1.1M and AWS C5.4, "Recommended Practices for Stud Welding."
- B. Furnish loose hardware items including steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing precast structural concrete units to supporting and adjacent construction.

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- C. Cast-in reglets, slots, holes, and other accessories in precast structural concrete units as indicated on the Contract Drawings.
- D. Cast-in openings larger than **10 inches** in any dimension. Do not drill or cut openings or pre-stressing strand without Architect's approval.
- E. Reinforcement: Comply with recommendations in PCI MNL 116 for fabricating, placing, and supporting reinforcement.
- F. Reinforce precast structural concrete units to resist handling, transportation, and erection stresses.
- G. Pre-stress tendons for precast structural concrete units by either pre-tensioning or post-tensioning methods. Comply with PCI MNL 116.
- H. Comply with requirements in PCI MNL 116 and in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
- I. Place concrete in a continuous operation to prevent seams or planes of weakness from forming in precast concrete units.
- J. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air on surfaces. Use equipment and procedures complying with PCI MNL 116.
- K. Comply with ACI 306.1 procedures for cold-weather concrete placement.
- L. Comply with PCI MNL 116 procedures for hot-weather concrete placement.
- M. Identify pickup points of precast structural concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast structural concrete unit on a surface that will not show in finished structure.
- N. Cure concrete, according to requirements in PCI MNL 116, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
- O. Discard and replace precast structural concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 116 and meet Architect's approval.

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2.10 CASTING INSULATED WALL PANELS

- A. Cast and screed wythe supported by mold.
 - 1. Place insulation boards abutting edges and ends of adjacent boards. Insert wythe connectors through insulation, and consolidate concrete around connectors according to connector manufacturer's written instructions. Connect wythes together with non-conductive, non-corrosive, fiber composite sandwich panel connectors. (see Paragraph 2.7 Insulated Wall Panel Accessories)
- B. Cast and screed top wythe to meet required finish. SEE ARCHITECTURAL PRECAST FOR finish that is exposed to the exterior of

2.11 FABRICATION TOLERANCES

- A. Fabricate precast structural concrete units straight and true to size and shape with exposed edges and corners precise and true so each finished unit complies with PCI MNL 116 product dimension tolerances.

2.12 COMMERCIAL FINISHES

- A. Standard Grade: Normal plant-run finish produced in molds that impart a smooth finish to concrete. Surface holes smaller than **1/2 inch** caused by air bubbles, normal color variations, form joint marks, and minor chips and spalls are permitted. Fill air holes greater than **1/4 inch** in width that occur more than once per **2 sq. in.** Major or unsightly imperfections, honeycombs, or structural defects are not permitted. Limit joint offsets to **1/8 inch.**
- B. Grade B Finish: Fill air pockets and holes larger than **1/4 inch** in diameter with sand-cement paste matching color of adjacent surfaces. Fill air holes greater than **1/8 inch** in width that occur more than once per **2 sq. in.** Grind smooth form offsets or fins larger than **1/8 inch.** Repair surface blemishes due to holes or dents in molds. Discoloration at form joints is permitted. Permitted at interior face of panels considered as exterior facing architectural panels.
- C. Smooth, steel trowel finish unformed surfaces. Consolidate concrete, bring to proper level with straightedge, float, and trowel to a smooth, uniform finish.
- D. Apply roughened surface finish according to **ACI 318** to precast concrete units that will receive concrete topping after installation.

2.13 SOURCE QUALITY CONTROL

- A. Testing: Test and inspect precast structural concrete according to PCI MNL 116 requirements.
- B. Defective Units: Discard and replace precast structural concrete units that do not comply with requirements, including strength, manufacturing tolerances, and color and texture range. Chipped, spalled, or cracked units may be repaired, subject to Architect's approval. Architect reserves the right to reject precast units that do not match approved samples, sample panels, and mockups.

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PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install clips, hangers, bearing pads, and other accessories required for connecting precast structural concrete units to supporting members and backup materials.
- B. Erect precast structural concrete level, plumb, and square within specified allowable tolerances. Provide temporary structural framing, supports, and bracing as required to maintain position, stability, and alignment of units until permanent connection.
 - 1. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 - 2. Remove projecting lifting devices and grout fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
 - 3. For hollow-core slab voids used as electrical raceways or mechanical ducts, align voids between units and tape butt joint at end of slabs.
- C. Connect precast structural concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.
- D. Field cutting of precast units is not permitted without approval of the Architect.
- E. Fasteners: Do not use drilled or powder-actuated fasteners for attaching accessory items to precast, pre-stressed concrete units.
- F. Welding: Comply with applicable AWS D1.1/D1.1M and AWS D1.4 for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
- G. At bolted connections, use lock washers, tack welding, or other approved means to prevent loosening of nuts after final adjustment.
- H. Grouting: Grout connections and joints and open spaces at keyways, connections, and joints where required or indicated on Shop Drawings. Retain grout in place until hard enough to support itself. Pack spaces with stiff grout material, tamping until voids are completely filled.

3.2 ERECTION TOLERANCES

- A. Erect precast structural concrete units level, plumb, square, true, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 135.
 - 1. Install precast units without exceeding the following tolerance limits, unless superceded by the above requirements:
 - a. Variations from Plumb: 1/4 inch in a 20 foot run or story height; 1/2 inch total in any 40 foot or longer run.

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- b. Variations from Level or Elevation: 1/4 inch in a 20 foot run; 1/2 inch in any 40 foot run; total \pm 1/2 inch at any location.
 - c. Variations from Theoretical Position in Plan: \pm 1/4 maximum at any location.
 - d. Offsets in Alignment of Adjacent Members at Any Joint: 1/16 inch in any 10 foot run; 1/4 inch maximum.
- B. Minimize variations between adjacent slab members by jacking, loading, or other method recommended by fabricator and approved by Architect.

3.3 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
- 1. Erection of precast structural concrete members.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- C. Field welds will be visually inspected and nondestructive tested according to ASTM E 165 or ASTM E 709. High-strength bolted connections will be subject to inspections.
- D. Testing agency will report test results promptly and in writing to Contractor and Architect.
- E. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.
- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- G. Prepare test and inspection reports.

3.4 REPAIRS

- A. Repair precast structural concrete units if permitted by Architect.
- 1. Repairs may be permitted if structural adequacy, serviceability, durability, and appearance of units has not been impaired.
- B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of **20 feet**.
- C. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780.

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- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged precast structural concrete units that cannot be repaired or when repairs do not comply with requirements as determined by Architect.

3.5 CLEANING

- A. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- B. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.
 - 1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's written recommendations. Clean soiled precast concrete surfaces with detergent and water, using stiff fiber brushes and sponges, and rinse with clean water. Protect other work from staining or damage due to cleaning operations.
 - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION 034100

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SECTION 034500 - PRECAST ARCHITECTURAL CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Architectural precast concrete cladding and load-bearing panel units. Exposed to view architectural concrete and “thin brick clad” surfaces
2. Architectural precast concrete insulated sandwich panels exposed to view panels with Architectural Concrete and thin brick clad surfaces . See Section 034100 "Precast Structural Concrete" for panel components.
3. Architectural trim and projecting units.
4. Architectural insulated wall panels and accessories. (See Section 034100 "Precast Structural Concrete," Article 2.7 for insulating requirements.

1.2 DEFINITION

A. Design Reference Sample: Sample of approved architectural precast concrete color, finish and texture, preapproved by Architect.

1. Match to Concrete Industries "Architectural Gray" or equal.
2. Match to Concrete Industries "Architectural Buff" or equal.
3. Thin brick to match Endicott Clay products Bourdeaux Blend 80% and Manganese Brown 20%.

1.3 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide architectural precast concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:

1. Loads: As indicated.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each precast concrete mixture. Include compressive strength and water-absorption tests.

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- C. Shop Drawings: Detail fabrication and installation of architectural precast concrete units. Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit. Indicate joints, reveals, and extent and location of each surface finish. Indicate details at building corners.
 - 1. Comprehensive engineering analysis signed and sealed by the qualified professional engineer responsible for its preparation. Show governing panel types, connections, and types of reinforcement, including special reinforcement. Indicate location, type, magnitude, and direction of loads imposed on the building structural frame from architectural precast concrete.
- D. Samples: For each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of 3, illustrating full range of finish, color, and texture variations expected; approximately **12 by 12 by 2 inches**.

1.5 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Material Certificates: Signed by manufacturers:
- C. Material test reports: For aggregates.
- D. Field quality-control test and special inspection reports.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm with a minimum of five years experience in producing precast units similar to those indicated, that assumes responsibility for engineering architectural precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
 - 1. Fabricator must participate in PCI's plant certification program at time of bidding and is designated a PCI-certified plant for Architectural Cladding and Load Bearing Units or Product Group CA-Commercial Products with an Architectural Finish; Category C3 or participates in APA's "Plant Certification Program for Production of Architectural Precast Concrete Products" and is designated an APA-certified plant.
- B. Design Standards: Comply with **ACI 318** and design recommendations of PCI MNL 120, "PCI Design Handbook - Precast and Pre-stressed Concrete," applicable to types of architectural precast concrete units indicated.
- C. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 116, "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."

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- D. Welding: Qualify procedures and personnel according to AWS D1.1/D.1.1M, "Structural Welding Code - Steel"; and AWS D1.4, "Structural Welding Code - Reinforcing Steel."
- E. Calculated Fire-Test-Response Characteristics: Where indicated, provide architectural precast concrete units whose fire resistance has been calculated according to ACI 216.1/TMS 0216.1, "Standard Method for Determining Fire Resistance of Concrete and Masonry Construction Assemblies," PCI MNL 124, "Design for Fire Resistance of Precast Prestressed Concrete," and is acceptable to authorities having jurisdiction.
- F. Sample Panels: After sample approval and before fabricating architectural precast concrete units, produce a minimum of 2 sample panels approximately **16 sq. ft.** in area for review by Architect. Incorporate full-scale details of architectural features, finishes, textures, and transitions in sample panels.

PART 2 - PRODUCTS

2.1 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, **Grade 60**, deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from galvanized steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- E. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 117.
- F. Pre-stressing Strand: ASTM A 416/A 416M, **Grade 270**, uncoated, 7-wire, low-relaxation strand.
 - 1. Coat un-bonded post-tensioning strand with corrosion inhibitor passing ASTM D 1743 and sheath with polypropylene tendon sheathing. Include anchorage devices and coupler assemblies for applied non-structural elements. For supportive or structural unit, see Section 034100 "Precast Structural Concrete."

2.2 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type III, gray, unless otherwise indicated.
 - 1. For surfaces exposed to view in finished structure, mix gray with white cement, of same type, brand, and mill source as required to match Concrete Industries "gray" mix.
 - 2. Where indicated for exposed to view surfaces, provide "buff" concrete which mixes while cement with pigments to match Concrete Industries "buff" mix (#9058W2).

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- B. Supplementary Cementitious Materials:
 - 1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
 - 2. Metakaolin Admixture: ASTM C 618, Class N.

- C. Normal-Weight Aggregates: Except as modified by PCI MNL 117, ASTM C 33, with coarse aggregates complying with Class 5S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.
 - 1. Face-Mixture-Coarse Aggregates: Selected, hard, and durable; free of material that reacts with cement or causes staining; to match selected finish sample.
 - a. Gradation: Uniformly graded to match design reference sample.
 - 2. Face-Mixture-Fine Aggregates: Selected, natural or manufactured sand of same material as coarse aggregate, unless otherwise approved by Architect.

- D. Coloring Admixture: ASTM C 979, synthetic or natural mineral-oxide pigments or colored water-reducing admixtures, temperature stable, and nonfading.

- E. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.

2.3 STEEL CONNECTION MATERIALS

- A. Carbon-Steel Shapes and Plates: ASTM A 36/A 36M.

- B. Carbon-Steel Headed Studs: ASTM A 108, AISI 1018 through AISI 1020, cold finished, AWS D1.1/D1.1M, Type A or B, with arc shields and with minimum mechanical properties of PCI MNL 117, Table 3.2.3.

- C. Carbon-Steel Plate: ASTM A 283/A 283M.

- D. Malleable Iron Castings: ASTM A 47/A 47M.

- E. Carbon-Steel Castings: ASTM A 27/A 27M, **Grade 60-30**.

- F. High-Strength, Low-Alloy Structural Steel: ASTM A 572/A 572M.

- G. Carbon-Steel Structural Tubing: ASTM A 500, Grade B.

- H. Wrought Carbon-Steel Bars: ASTM A 675/A 675M, **Grade 65**.

- I. Deformed-Steel Wire or Bar Anchors: ASTM A 496 or ASTM A 706/A 706M.

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- J. Carbon-Steel Bolts and Studs: **ASTM A 307, Grade A**; carbon-steel, hex-head bolts and studs; carbon-steel nuts, **ASTM A 563**; and flat, unhardened steel washers, ASTM F 844.
- K. High-Strength Bolts and Nuts: **ASTM A 325**, Type 1, heavy hex steel structural bolts; heavy hex carbon-steel nuts, **ASTM A 563**; and hardened carbon-steel washers, **ASTM F 436**.
- L. Zinc-Coated Finish: For exterior steel items, steel in exterior walls, and items indicated for galvanizing, apply zinc coating by hot-dip process according to ASTM A 123/A 123M or ASTM A 153/A 153M.
 - 1. Galvanizing Repair Paint: High-zinc-dust-content paint with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20.
- M. Shop-Primed Finish: Prepare surfaces of non-galvanized steel items, except those surfaces to be embedded in concrete, according to requirements in SSPC-SP 3 and shop-apply SSPC-Paint 25 according to SSPC-PA 1.

2.4 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- B. Non-metallic, Non-shrink Grout: Premixed, nonmetallic, noncorrosive, non-staining grout containing selected silica sands, portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, Grade A for drypack and Grades B and C for flowable grout and of consistency suitable for application within a 30-minute working time.
- C. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.

2.5 THIN BRICK UNIT MASONRY AND ACCESSORIES.

- A. Thin Brick Unit Application on Wall Panels.: Where Indicated on drawings cast in Endicott Tile (Endicott Clay Products) thin brick tile product or equal. Provide units with grooved dovetail slots specifically designed for embedment in precast panels See Unit Masonry Section 042000 for product and blend.
- B. Brick Setting Liner : Architectural Polymers Inc. 1. Versa-Brix-M Gasket Liner or equal , **1/4 inch** raked joints using 2 wiper bit.2. Elastomeric form liner mounted on **3/4 inch** plywood (Total Thickness **1-1/4 inches** including joint). Overall liner size to be plus **1/32 inch** or minus **3/32 inch**.

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2.6 CONCRETE MIXTURES

- A. Prepare design mixtures for each type of precast concrete required.
 - 1. Limit use of fly ash and silica fume to 20 percent of portland cement by weight; limit metakaolin and silica fume to 10 percent of portland cement by weight.
- B. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at architectural precast concrete fabricator's option.
- C. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by **ACI 318** or PCI MNL 117 when tested according to ASTM C 1218/C 1218M.
- D. Normal-Weight Concrete Mixtures: Proportion mixtures by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): **5000 psi** minimum.
- E. Water Absorption: 6 percent by weight or 14 percent by volume, tested according to PCI MNL 117.
- F. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 117.
- G. When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.

2.7 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
 - 1. Weld headed studs and deformed bar anchors used for anchorage according to AWS D1.1/D1.1M and AWS C5.4, "Recommended Practices for Stud Welding."
- B. Furnish loose hardware items including steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing architectural precast concrete units to supporting and adjacent construction.
- C. Cast-in reglets, slots, holes, and other accessories in architectural precast concrete units as indicated on the Contract Drawings.
- D. Reinforcement: Comply with recommendations in PCI MNL 117 for fabricating, placing, and supporting reinforcement.

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- E. Reinforce architectural precast concrete units to resist handling, transportation, and erection stresses.
 - F. Prestress tendons for architectural precast concrete units by either pre-tensioning or post-tensioning methods. Comply with PCI MNL 117.
 - G. Comply with requirements in PCI MNL 117 and requirements in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
 - H. Place face mixture to a minimum thickness after consolidation of the greater of **1 inch** or 1.5 times the maximum aggregate size, but not less than the minimum reinforcing cover specified.
 - I. Place concrete in a continuous operation to prevent seams or planes of weakness from forming in precast concrete units.
 - 1. Place backup concrete mixture to ensure bond with face-mixture concrete.
 - J. Thoroughly consolidate placed concrete by internal and external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air on surfaces. Use equipment and procedures complying with PCI MNL 117.
 - 1. Place self-consolidating concrete without vibration according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Pre-stressed Concrete Institute Member Plants."
 - K. Comply with PCI MNL 117 for hot- and cold-weather concrete placement.
 - L. Identify pickup points of architectural precast concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each architectural precast concrete unit on a surface that will not show in finished structure.
 - M. Cure concrete, according to requirements in PCI MNL 117, by moisture retention without heat or by accelerated heat curing using low-pressure live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
 - N. Discard and replace architectural precast concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 117 and Architect's approval.
- 2.8 FABRICATION TOLERANCES
- A. Fabricate architectural precast concrete units straight and true to size and shape with exposed edges and corners precise and true so each finished panel complies with PCI MNL 117 product tolerances as well as position tolerances for cast-in items.

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B. Surface Tolerances for Thin Brick Application:

1. Comply with PCIMNL -116 and MNL-135-00.
 - a. Tipping of, or steps between, individual thin bricks from the panel plane of exposed brick surface : Plus **1/16 inch** or minus **1/8 inch**.
 - b. Total tipping of, or steps between, thin brick, per panel, that is between **1/8 to 3/16 inch** shall not exceed 0.005 times the thin brick area and no more than a single thin brick in a **16 sq. ft.** area.
 - c. Tipping of, or steps between, thin brick greater than **3/16 inches** shall not be allowed.

2.9 FINISHES

A. Panel faces shall be free of joint marks, grain, and other obvious defects. Corners, including false joints shall be uniform, straight, and sharp. Finish exposed-face surfaces of architectural precast concrete units to match approved sample panels and as follows:

1. Color and Finish: To match Concrete Industries "Architectural Gray" or equal.
2. Color and Finish: To match Concrete Industries "Architectural Buff" or equal.
3. PCI's "Architectural Precast Concrete - Color and Texture Selection Guide," of plate numbers indicated.
4. As-Cast Surface Finish: Provide surfaces free of pockets, sand streaks, and honeycombs.
5. Textured-Surface Finish: Impart by form liners or inserts to provide surfaces free of pockets, streaks, and honeycombs, with uniform color and texture.
6. Bushhammer Finish: Use power or hand tools to remove matrix and fracture coarse aggregates.
7. Abrasive-Blast Finish: Use abrasive grit, equipment, application techniques, and cleaning procedures to expose aggregate and surrounding matrix surfaces.
8. Acid-Etched Finish: Use acid and hot-water solution, equipment, application techniques, and cleaning procedures to expose aggregate and surrounding matrix surfaces. Protect hardware, connections, and insulation from acid attack.

B. Finish exposed top and bottom surfaces of architectural precast concrete units to match face-surface finish.

C. Finish exposed back surfaces of architectural precast concrete units by smooth, steel-trowel finish. Provide troweled finish and stair circulation panels.

D. Finish unexposed surfaces of architectural precast concrete units by float finish.

2.10 SOURCE QUALITY CONTROL

A. Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements. If using self-consolidating concrete, also test and inspect according to PCI TR-6, "Interim Guidelines for the Use of Self-Consolidating Concrete in Precast/Prestressed Concrete Institute Member Plants."

B. Owner will employ an independent testing agency to evaluate architectural precast concrete fabricator's quality-control and testing methods.

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PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install clips, hangers, bearing pads, and other accessories required for connecting architectural precast concrete units to supporting members and backup materials.
- B. Erect architectural precast concrete level, plumb, and square within specified allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment as units are being permanently connected.
 - 1. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 - 2. Unless otherwise indicated, provide for uniform joint widths of **3/4 inch**.
- C. Connect architectural precast concrete units in position by bolting, welding, grouting, or as otherwise indicated on Shop Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and grouting are completed.
- D. Welding: Comply with applicable AWS D1.1/D1.1M and AWS D1.4 for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
- E. At bolted connections, use lock washers, tack welding, or other approved means to prevent loosening of nuts after final adjustment.
- F. Grouting Connections: Grout connections where required or indicated. Retain grout in place until hard enough to support itself. Pack spaces with stiff grout material, tamping until voids are completely filled. Place grout to finish smooth, level, and plumb with adjacent concrete surfaces. Keep grouted joints damp for not less than 24 hours after initial set. Promptly remove grout material from exposed surfaces before it affects finishes or hardens.
- G. Erect architectural precast concrete units level, plumb, square, true, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 117, Appendix I.

3.2 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections and prepare reports:
 - 1. Erection of precast concrete members.
- B. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and prepare test reports.
- C. Field welds will be subject to visual inspections and nondestructive testing according to ASTM E 165 or ASTM E 709. High-strength bolted connections will be subject to inspections.

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- D. Testing agency will report test results promptly and in writing to Contractor and Architect.
- E. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.
- F. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.3 REPAIRS

- A. Repair damaged architectural precast concrete units if permitted by Architect. The Architect reserves the right to reject repaired units that do not comply with requirements.
- B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of **20 feet**.
- C. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780.
- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged architectural precast concrete units when repairs do not comply with requirements.

3.4 CLEANING

- A. Clean surfaces of precast concrete units exposed to view.
- B. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- C. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.
 - 1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's recommendations. Clean soiled precast concrete surfaces with detergent and water, using stiff fiber brushes and sponges, and rinse with clean water. Protect other work from staining or damage due to cleaning operations.
 - 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION 034500

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SECTION 035300 - CONCRETE TOPPING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Concrete topping for twin tees.
 2. Concrete topping for precast hollow core planks.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports.

1.4 QUALITY ASSURANCE

- A. Work shall conform to ACI 301 unless modified by this section.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Blended Cement: ASTM C595, Type IP, Duracem F as manufactured by the Ash Grove Cement Company, Louisville, Nebraska, or equal, at a minimum rate of 658 lbs. per cubic yard. Pozzolan content shall not exceed 25% (20% if a pozzolan other than Class F fly ash is utilized).
- B. Normal-Weight Aggregate: ASTM C33, uniformly graded, not exceeding.
1. **Three-Inch** Double Tee Topping: **3/4-inch** nominal maximum aggregate size.
 2. **Three-Inch** Stair Tower Topping: **1/2-inch** nominal maximum aggregate size.
- C. Water: Potable and complying with ASTM C94.
- D. Epoxy coated welded wire reinforcement complying with ASTM A 844A, Class A, coated Type
1. Plain steel.

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- E. Epoxy coated reinforcing bars complying with ASTM A 775 A. Epoxy coated with less than 2 percent damaged coating in each 12-inch bar length.

2.2 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C260.
- C. Water-Reducing Admixture: ASTM C494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C494, Type F.
- E. Water-Reducing and Retarding Admixture: ASTM C494, Type D.
- F. Calcium Nitrite Corrosion Inhibiting Admixture: DCI by Grace Construction Products or Rheocrete Calcium Nitrite Inhibitor by Master Builders, Inc. Incorporate at rate of 3 gallons per cubic yard. Modify mix design to account for effect of this admixture.

2.3 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete. See Cast In Place Concrete Section 033000.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 25 percent solids content, minimum. See Section 033000 "Cast in Place Concrete."

2.4 RELATED MATERIALS

- A. See Section 071000 "Waterproofing Systems."
- B. Portland Cement: ASTM C 595.

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PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean designated pour area of any loose construction debris. Form stops at edges of pours. Make sure cast-in items such as floor drains are properly seated.
- B. Reinforcing: Install epoxy coated WWF over entire deck area to be poured. Lap to future pour areas as required. Make sure all dowels and miscellaneous reinforcing is in place.
- C. Install 3/8" joint-filler isolation strips where topping abuts column surfaces.

3.2 CONCRETE TOPPING APPLICATION

- A. Start concrete topping application in presence of suppliers technical representative; have representative available for all concrete pours.
- B. Concrete Floor Topping: Place over precast concrete.
- C. Use methods of placement consistent with recognized practices for placing concrete in cast-in-place concrete section. Where admixtures or plasticizers are needed for pumping or transport of concrete, engage suppliers representative to formulate and field test mix design.
- D. Place concrete topping continuously in a single layer, vibrating and consolidating to achieve tight contact with precast bonding surface. Do not permit cold joints or seams to develop within pour strip.
 - 1. Screed surface with a straightedge and strike off to correct elevations.
 - 2. Slope surfaces uniformly where indicated.
 - 3. Begin initial floating using bull floats to form a uniform and open-textured surface plane free of humps or hollows.
- E. Finishing: Consolidate surface with power-driven floats as soon as concrete floor topping can support equipment and operator. Re-straighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until concrete floor topping surface has a uniform, smooth, granular texture.
 - 1. Stair Landings / Elevator Lobbies Trowel Finish: After floating surface, apply first trowel finish and consolidate concrete floor topping by power-driven trowel without allowing blisters to develop. Continue troweling passes and re-straighten until surface is smooth and uniform in texture. Provide light broom texture.
 - 2. Parking Deck: Provide a medium broom finish perpendicular to traffic direction.
- F. Construction Joints: Construct joints true to line with faces following joints where twin tees abut both edges of tee beams at locations indicated or as approved by Architect.

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- G. Contraction Joints: Form weakened-plane contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut ~~1/8-inch~~ wide joints into concrete floor topping when cutting action will not tear, abrade, or otherwise damage surface and before random contraction cracks develop.
1. Form joints in concrete floor topping over construction joints in twin tees, unless otherwise indicated.
 2. Construct contraction joints for a combined depth equal to topping thickness and not less than one-fourth of base-slab thickness.
 3. Construct contraction joints for a depth equal to one-half of concrete floor topping thickness, but not less than ~~1/2 inch~~ deep.

3.3 PROTECTING AND CURING

- A. General: Protect freshly placed concrete floor topping from premature drying and excessive cold or hot temperatures. Topping shall receive a 7 day water cure. evaporation retarder should be applied at time of placement to prevent cracking and 1 coat of curing compound should be applied after bleed water has evaporated to provide initial cure until workers can walk on topping to get wet cure in place
- B. Evaporation Retarder: Apply evaporation retarder to concrete topping surfaces at time of placement before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating, but before float finishing.
- C. Begin curing immediately after finishing concrete floor topping. Cure by a combination of the following methods and as described above,
1. Moisture Curing: Keep surfaces continuously moist for not less than 7 days.
 2. Curing Compound: Apply uniformly in two coats in continuous operations by power spray or roller according to manufacturer's written instructions.

3.4 JOINT FILLING

- A. Prepare and clean contraction joints and install joint sealants, according to manufacturer's written instructions, once topping has fully cured.
- B. Install backer rod joint filler in conjunction with sealant in contraction joints around perimeters and at columns. See drawings for joint details.

3.5 REPAIRS

- A. Defective Topping: Repair and patch defective concrete topping areas, including areas that have not bonded to concrete substrate.

END OF SECTION 035300

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SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes structural steel, grout, and bearing pads.
- B. Related Sections:
 - 1. Section 051213 "Architecturally Exposed Structural Steel Framing" for additional requirements for architecturally exposed structural steel.

1.2 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of simple shear connections required by the Contract Documents to be selected or completed by structural-steel fabricator to withstand ASD maximum service loads for the spans indicated on the drawings and comply with other information and restrictions indicated.
 - 1. Select and complete connections using schematic details indicated, AISC's "Manual of Steel Construction, Allowable Stress Design" - Part 4, and AISC 360.
 - 2. Use ASD; data are given at service-load level.
- B. Moment Connections: Type FR, fully restrained.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication of structural-steel components.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer fabricator, and testing agency.
- B. Welding certificates.

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- C. Mill test reports for structural steel, including chemical and physical properties.
- D. Source quality-control reports.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and has provided structural steel and steel fabrications on a minimum of three (3) projects of equal size and scope.
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 360.
 - 3. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- E. Pre-installation Conference: Conduct conference at Project site.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: ASTM A 992.
- B. Channels, Angles, M, S-Shapes: ASTM A 36.
- C. Plate and Bar: ASTM A 36.
- D. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- E. Steel Pipe: ASTM A 53, Type E or S, Grade B.
- F. Welding Electrodes: Comply with AWS requirements.

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2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: **ASTM A 325**, Type 1, heavy-hex steel structural bolts; **ASTM A 563, Grade C**, heavy-hex carbon-steel nuts; and **ASTM F 436**, Type 1, hardened carbon-steel washers; all with plain finish.
 - 1. Finish: Plain.
 - 2. Direct-Tension Indicators: **ASTM F 959, Type 325**, compressible-washer type with plain finish.
 - a. Finish: Plain.
- B. High-Strength Bolts, Nuts, and Washers: **ASTM A 490**, Type 1, heavy-hex steel structural bolts or tension-control, bolt-nut-washer assemblies with splined ends; **ASTM A 563, Grade DH**, heavy-hex carbon-steel nuts; and **ASTM F 436**, Type 1, hardened carbon-steel washers with plain finish.
 - 1. Direct-Tension Indicators: **ASTM F 959, Type 490**, compressible-washer type with plain finish.
- C. Zinc-Coated High-Strength Bolts, Nuts, and Washers: **ASTM A 325**, Type 1, heavy-hex steel structural bolts; **ASTM A 563, Grade DH** heavy-hex carbon-steel nuts; and **ASTM F 436**, Type 1, hardened carbon-steel washers.
 - 1. Finish: Hot-dip or mechanically deposited zinc coating.
 - 2. Direct-Tension Indicators: **ASTM F 959, Type 325**, compressible-washer type with mechanically deposited zinc coating finish.
- D. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: **ASTM F 1852**, Type 1, heavy-hex head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers.
 - 1. Finish: Plain.
- E. Shear Connectors: **ASTM A 108**, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; **AWS D1.1/D1.1M**, Type B.
- F. Un-headed Anchor Rods: **ASTM F 1554**, Grade 36.
 - 1. Configuration: Straight or Hooked, as indicated on drawings.
 - 2. Finish: Plain.
- G. Headed Anchor Rods: **ASTM F 1554**, Grade 36, straight.
 - 1. Finish: Plain.
- H. Threaded Rods: **ASTM A 36** and **ASTM A 193**.
 - 1. Finish: Plain.

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- I. Clevises and Turnbuckles: Made from cold-finished carbon steel bars, ASTM A 108, Grade 1035.

2.3 PRIMER

- A. Low-Emitting Materials: Paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Primer: Comply with Section 099113 "Exterior Painting," Section 099123 "Interior Painting," and Section 099600 "High-Performance Coatings."
- C. Primer: SSPC-Paint 25, Type I, zinc oxide, alkyd, linseed oil primer.
- D. Primer: Fabricator's standard lead- and chromate-free, non-asphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.

2.4 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

2.5 BEARING PADS

- A. Provide bearing pads from structural steel work as indicated on drawings.

2.6 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges", AISC's "Specification for Structural Steel Buildings—Allowable Stress Design and Plastic Design", and AISC 360.
- B. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

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2.7 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.8 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 - 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of **2 inches**.
 - 2. Surfaces to be field welded.
 - 3. Surfaces to be high-strength bolted with slip-critical connections.
 - 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 - 5. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of **1.5 mils**. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

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LINCOLN HAYMARKET INFRASTRUCTURE TEAM
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3.2 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Base, Bearing, and Leveling Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Weld plate washers to top of baseplate.
 - 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.3 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.
- D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

END OF SECTION 051200

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PARKING DECK NO. 3
BID PACKAGE NO. 3 – FOOTINGS, FOUNDATIONS, AND PILES
LINCOLN, NEBRASKA**

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing sub-grades for slabs-on-grade, walks, and pavements.
2. Excavating and backfilling for buildings and structures.
3. Drainage course for concrete slabs-on-grade.
4. Sub-base course for concrete walks and pavements.
5. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the sub-base course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated sub-grade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above sub-grade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below sub-grade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
2. Unauthorized Excavation: Excavation below sub-grade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

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- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Sub-base Course: Aggregate layer placed between the sub-grade and base course for hot-mix asphalt pavement, or aggregate layer placed between the sub-grade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

- A. Pre-excavation Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification according to ASTM D 2487; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
 - 1. Liquid Limit: Per Geotechnical Report.
 - 2. Plasticity Index: Per Geotechnical Report.
- C. Unsatisfactory Soils: Soil Classification.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Sub-base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

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- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

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3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to sub-grade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

3.3 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus **1 inch**. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and sub-grades.

3.5 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to **12 inches** higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: **12 inches** each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape sub-grade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench sub-grade.
 - 1. Excavate trenches **6 inches** deeper than elevation required in rock or other unyielding bearing material, **4 inches** deeper elsewhere, to allow for bedding course.

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3.6 SUBGRADE INSPECTION

- A. Proof-roll sub-grade below the building slabs and pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated sub-grades.
- B. Reconstruct sub-grades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of **2500 psi**, may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 UTILITY TRENCH BACKFILL

- A. Place backfill on sub-grades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within **18 inches** of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.
- D. Trenches under Roadways: Provide **4-inch-** thick, concrete-base slab support for piping or conduit less than **30 inches** below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of **4 inches** of concrete before backfilling or placing roadway sub-base course. Concrete is specified in "Cast-in-Place Concrete."

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- E. Place and compact initial backfill of sub-base material, free of particles larger than **1 inch** in any dimension, to a height of **12 inches** over the pipe or conduit.
 - 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Place and compact final backfill of satisfactory soil to final sub-grade elevation.
- G. Install warning tape directly above utilities, **12 inches** below finished grade, except **6 inches** below sub-grade under pavements and slabs.

3.10 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.

3.11 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than **8 inches** in loose depth for material compacted by heavy compaction equipment, and not more than **4 inches** in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

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- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and re-compact top **12 inches** of existing sub-grade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and re-compact top **6 inches** below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 - 3. Under turf or unpaved areas, scarify and re-compact top **6 inches** below sub-grade and compact each layer of backfill or fill soil material at 90 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent per the geotechnical report.
 - 5. See Geotechnical Report, prepared by Olsson Associates, attached at the end of this section.

3.13 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish sub-grades to required elevations within the following tolerances:
 - 1. Turf or Unpaved Areas: Plus or minus **1 inch**.
 - 2. Walks: Plus or minus **1/2 inch**.
 - 3. Pavements: Plus or minus **1/2 inch**.
- C. Grading inside Building Lines: Finish sub-grade to a tolerance of **1/2 inch** when tested with a **10-foot** straightedge.

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on sub-grades free of mud, frost, snow, or ice.
- B. On prepared sub-grade, place sub-base course and base course under pavements and walks as follows:
 - 1. Shape sub-base course and base course to required crown elevations and cross-slope grades.
 - 2. Place sub-base course and base course that exceeds **6 inches** in compacted thickness in layers of equal thickness, with no compacted layer more than **6 inches** thick or less than **3 inches** thick.
 - 3. Compact sub-base course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

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3.15 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on sub-grades free of mud, frost, snow, or ice.
- B. On prepared sub-grade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
 - 1. Place drainage course that exceeds **6 inches** in compacted thickness in layers of equal thickness, with no compacted layer more than **6 inches** thick or less than **3 inches** thick.
 - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test sub-grades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Sub-grade: At footing sub-grades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing sub-grades may be based on a visual comparison of sub-grade with tested sub-grade when approved per the geotechnical report.
- D. When testing agency reports that sub-grades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.17 PROTECTION

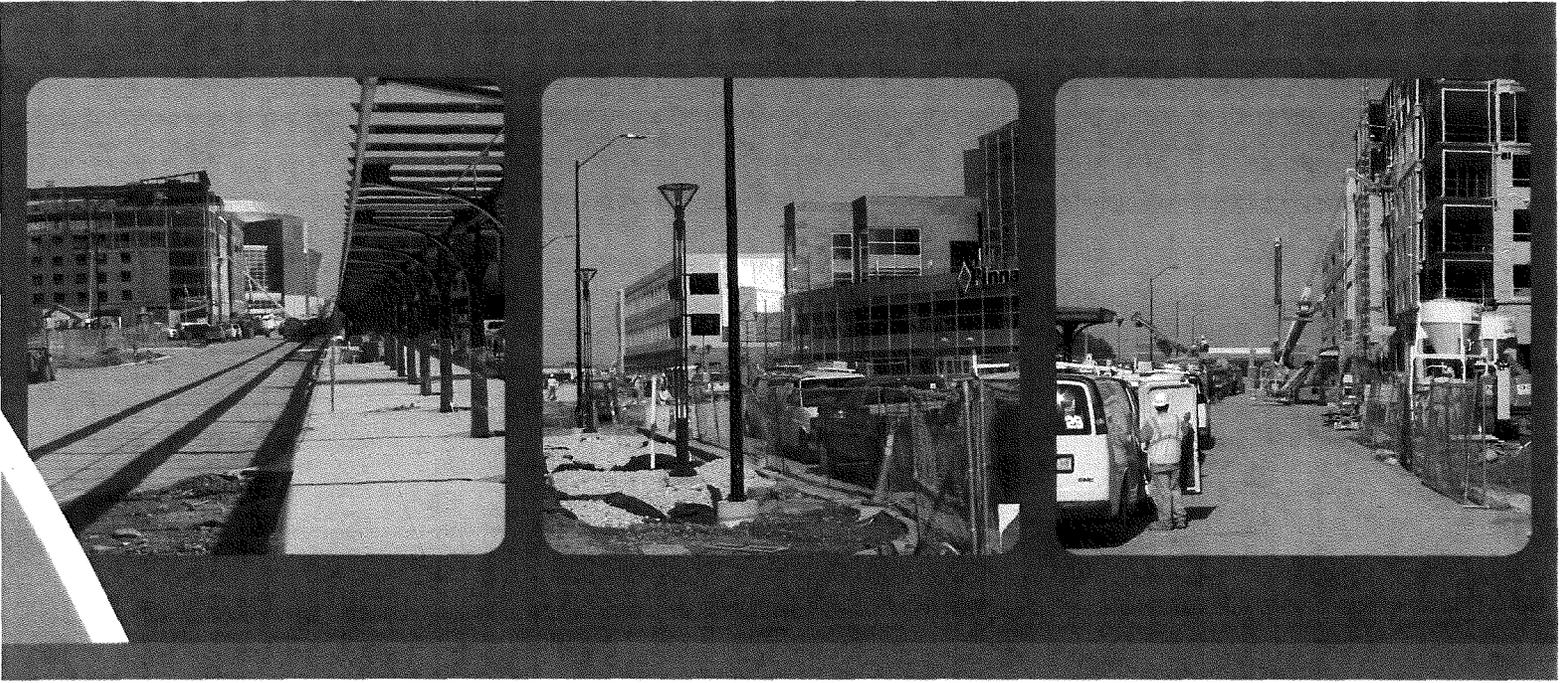
- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

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3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000



West Haymarket Parking Deck #2 and #3 Special Inspections

City of Lincoln and West Haymarket Joint Public Agency

Bid No. 13-248

July 29, 2013

OLSSON®
ASSOCIATES





July 29, 2013

Attn: Vince Mejer
City Purchasing Agent
440 South 8th Street, Suite 200
Lincoln, Nebraska 68508

Re: Qualifications for the West Haymarket Parking Deck No. 2 and 3 Special Inspections Project
Bid No. 13-248

Dear Mr. Mejer and Selection Committee Members:

The West Haymarket and its associated projects continue to inspire excitement throughout the community. To ensure that the newly constructed structures have desired structural integrity, Olsson Associates is the team for the Joint Public Agency (JPA) and the City of Lincoln to select. We offer unparalleled special inspections expertise and the comprehensive, in-house, local resources you'll need to successfully and cost-efficiently complete these parking structures.

We are committed to providing the JPA and the City of Lincoln with a team that understands inspection and testing. Olsson has and is providing associated services and has extensive knowledge of the international building code and other applicable codes, and is eager to work with your staff. Other benefits we bring include the following:

- **Experience Depth.** Olsson's team members have performed testing services in the Lincoln area for over 15 years and Olsson has provided consultation for the City of Lincoln for over 55 years. We know the testing challenges we'll encounter and can address them before they become problematic.
- **Project Continuity.** Olsson's team members are currently working on West Haymarket projects and understand the City's and the JPA's goals for the area. Our inspections efforts will seamlessly meet these development milestones.
- **Local Response.** Olsson's office is located mere blocks from the project site. We can be at the site in minutes to address unexpected needs and issues.
- **Multiple Services Provided Concurrently.** Olsson has several certified personnel available who are cross-trained to perform inspections on multiple construction materials. This minimizes the need to use numerous staff members for various tests and results in cost savings to the JPA and the City of Lincoln.

Our Special Inspections team's experiences with several major projects in the Lincoln area have required similar services. Projects we have successfully completed include the University of Nebraska-Lincoln's 19th and Vine Street parking structure, West Haymarket Parking Deck No. 1, UNL's Hendricks Practice facility, Lancaster Detention Center, and many more.

Our team is excited to work on the projects involved with the development of the West Haymarket and look forward to this opportunity to work with the JPA and the City of Lincoln. If you have any questions or would like additional information, please contact me at 402.474.6311 or at ksplittgerber@olssonassociates.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelly Splittgerber', is written over a horizontal line.

Kelly Splittgerber
Special Inspection – Project Manager

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608

TEL 402.474.6311
FAX 402.474.5160

www.olssonassociates.com

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FIRM QUALIFICATIONS

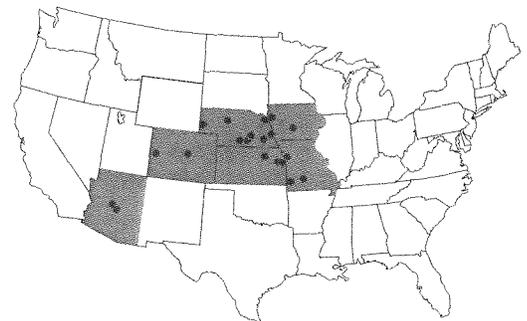
Olsson Associates' (Olsson) has qualified staff members to form a team that will be a "one-stop shop" for the Joint Public Agency (JPA) and the City of Lincoln for special inspections. We believe our team is the team to select for the West Haymarket Parking Deck #2 and #3 Special Inspections project as no other firm can offer the JPA and City of Lincoln what the Olsson team can: qualified, continuous, cost-efficient services that are easily accessible within five minutes of the project site.

The local staff members that make up our collective Field Services group routinely perform testing and inspection services in the Lincoln area and are already very familiar with the project site due to previous projects completed there. This group includes highly skilled laboratory and field technicians and International Code Council (ICC) inspection technicians, who are cross-qualified to inspect soils, reinforced concrete, spray-applied fireproofing, and structural welding and bolting. Our professionals also include non-destructive testing technicians qualified by the American Society for Nondestructive Testing (ASNT) and the American Welding Society (AWS) for weld inspections.

Olsson will provide project management, inspection oversight, and provide support to all special inspections services and testing. Olsson offers a complete and comprehensive field services group who have the in-house capabilities to meet all special inspections testing needs for the West Haymarket Parking Deck #2 and #3 Special Inspections project.

Firm Background

Established in 1956 and headquartered in Lincoln, Olsson offers comprehensive design solutions for public and private infrastructure projects. Ranked number 133 on the *Engineering News-Record* list of Top 500 Design Firms, Olsson's over 700 employees specialize in complex projects that involve many disciplines, including power/electrical, environmental resources and compliance, water/wastewater, water resources, transportation, land development, landscape architecture and urban planning, municipal, field services, and building services. Olsson has 23 offices in seven states, which include Nebraska, Kansas, Missouri, Colorado, Arizona, and Iowa. Our staff consists of highly trained professional and technical personnel with experience in all phases of engineering design and construction phase services.



PROJECT APPROACH

The Olsson team has reviewed the prepared project drawings and specifications to date. In addition, we have reviewed applicable addendums and, with the knowledge of the 2009 International Building Code (IBC), we are able to approach the project professionally and with great care, as we understand this project is a significant project for the JPA and the City of Lincoln. Following are benefits of working with our team.

Knowledge of the Building Code

Our staff members are very knowledgeable of the local and national building codes, as we must apply these codes on our clients' projects daily. Our local and supportive staff members have many certifications from the ICC in each of the required inspections needed for the West Haymarket project. Staff members are certified in inspections involving reinforced concrete, structural masonry, structural welds and structural bolts. We also have local Certified Welding Inspectors (CWI) and Non-Destructive Testing (NDT) Level II inspectors for the welded moment or multipass welded connections. With our credentials, we have sufficient support as needed or required during the project's peak construction times.

Inspection Representatives

The team's inspectors and representatives understand they cannot alter any contract document requirements nor approve or accept any portion of the work performed for this project. We will provide senior level technicians to perform special inspections and construction testing services. Our team will also provide senior/associate level technicians, as needed, to support testing services.

The Olsson team's field and office staff members understand that we are all held accountable for our actions. We will at all times comply with all applicable laws, ordinances, and regulations of local, state, and federal agencies. While on the project site, Olsson personnel will not conduct business other than that specifically outlined within the signed agreement.

Reporting of Inspection and Testing

Project Manager Kelly Splittgerber will provide quality assurance and quality control for day-to-day field and laboratory testing procedures. In addition, he will manage and support our reporting process for our field and laboratory inspection and testing services. The team's field professionals will prepare typed field reports summarizing each day's field observations. The reports will also present test results and detail items not in compliance with the project drawings and/or specifications. Draft copies of the report will be provided on a daily basis to the designated field representative, if requested.



Our project management personnel will review and summarize field reports in biweekly letters transmitted to the JPA, the City of Lincoln, the structural engineer, and the general contractor, unless otherwise requested.

Our team takes issues of non-compliance very seriously and we will address non-compliance items to the contractor immediately after the item's observation. Each item is then listed on discrepancy logs to maintain record of the non-compliance issue and its resolution. Olsson will manage the discrepancy lists and submit updated copies of discrepancy lists by e-mail to project representatives on a weekly basis. Non-compliance

issues that require resolution by project engineers will be addressed within the e-mail to help attain the required information to close the non-compliance item, unless otherwise requested.

Compressive strength results of concrete will be submitted to project representatives as the data becomes available, unless otherwise requested.

Upon the project's completion, we will provide our standard final inspection letter to the city code official and the engineer of record. The final inspection letter states that, to the best of our knowledge and belief, the construction complies with the project plans and specifications with any exceptions noted.

Services Offered

Our in-house, local team is comprised of staff members with experience in numerous areas, saving you valuable time and resources. These areas are on the following pages. Our "Similar Project Experience" in this proposal exemplifies how we've applied our expertise to recent, relevant projects.

SPECIAL INSPECTIONS | SERVICES



Our Special Inspections/Material Testing team will visit your project to provide field testing services, such as nuclear density tests during subgrade preparations and mass grading; concrete testing for roadway, commercial, and industrial projects; welding and high-strength bolt inspections; inspections of structural steel membranes; and fireproofing inspections.

soils/aggregate (AASHTO-accredited)

- Nuclear Density Testing
- Sand Cone Testing
- Dynamic Cone Penetrometer (DCP) Testing
- Sampling and Laboratory Testing
- Standard/Modified Proctors
- Fly Ash/Lime Proctors
- Grain Size Sieve Analysis
- Relative Density
- Hydrometers
- LA Abrasion
- Sieve Analysis

concrete testing services

- Fluid Concrete Testing (ACI)
- Air, Slump, Temperature, Casting Cylinders
- Unit Weight and Concrete Beams
- Slump, Temperature, Air Content, Unit Weight, Casting Beams and Cylinders
- Reinforcing Steel Inspections (ICC)
- Post Tension Cable Inspections
- Coring and Sampling
- Swiss Hammer (Rebound Hammer)
- Vapor Emissions Testing
- Relative Humidity Testing
- Reinforcing Steel Locating (Rebar Location)
- Floor Flatness

asphalt laboratory services

- Reducing Samples
- Max Specific Gravity
- Quantitative Extraction of Bituminous
- Bulk Specific Gravity
- Density of Bituminous
- Percent Air Voids
- Mechanical Size Analysis

laboratory certifications

- AASHTO R18
- U.S. Army Corps of Engineers

masonry

- Masonry Construction Inspection (ICC)
- Block Prism Testing
- Masonry Block Strength/Absorption Testing
- Grout and Mortar Sampling and Testing

structural steel field testing

- Skidmore Wilhelm - Bolt Testing
- Visual Inspections
- Ultrasonic Testing
- Magnetic Particle Testing
- Liquid Dye Penetrant Testing
- Radiographic Testing
- Writing Welding Procedures
- Writing Bolting Procedures
- Certification of Welders
- Developing Quality Control Manuals
- Installing Quality Control Manuals
- Shop Inspections

certifications

- American Concrete Institute (ACI) Concrete Field Testing
- Troxler Certification
- Kansas Department of Transportation
- Nebraska Department of Roads
- Iowa Department of Transportation
- National Institute of Certified Engineering Technicians (NICET)
- HAZWAPER 40-hour Certification
- International Code Council (ICC) Soils, Reinforced Concrete, Sprayed-Applied Fire Proofing, and Structural Masonry, Bolts, & Welds
- AST Tank Inspector
- Certified Welding Inspector (CWI)



NON-DESTRUCTIVE AND DESTRUCTIVE STEEL SERVICES



Our Steel Service team members are highly regarded in the industry as experts and are able to support your needs and demands for your projects no matter how technical. Our services continue to grow as our clients' demands do. We have the expertise to provide specialty testing and inspections, such as radiographic testing with mobile laboratories, NACE inspections, AST tank inspections, and the new phased array. We also provide on-site welding procedures and certifications to make life easier for your staff members. In addition, we provide a full-service materials laboratory providing both non-destructive and destructive testing.

field testing

- Skidmore Wilhelm - Bolt Testing
- Visual Inspections
- Rebar Locating
- Phased Array Ultrasonic Testing
- Ultrasonic Testing
- Magnetic Particle Testing
- Liquid Dye Penetrant Testing
- Radiographic Testing
- Writing of Welding Procedures
- Writing of Bolting Procedures
- Certification of Welders
- Developing Quality Control Manuals
- Installation of Quality Control Manuals
- Steel Frame Inspection

laboratory testing

- Macrotech
- Bend Testing
- Tensile Testing
- Yield/Elongation
- Milling of Specimens
- Ultrasonic Testing
- Magnetic Particle Testing
- Liquid Dye Penetrant Testing
- Radiographic Film Interpretation
- Charpy-V-Notch
- Rockwell Hardness
- PMI Testing

inspection services and knowledge

- Weld Quality Inspections
 - CWI
 - ICC Welding Inspections
 - ICC Bolting
- Quality Assurance Inspections
- Quality Control Inspections
- IBC Inspections
- API 650, 653, and 1104
- AWS D1.1, D1.3, D1.4, D1.5, etc.
- ASME I, V, and IX, etc.
- AST Inspections
- Shop Fabricated Tanks (above ground)
- Small Field Erected Tanks
- ASNT Level III Services
- NDT Training
- CWI Training

protective coatings

- NACE Coating Inspector
- Holiday/Pinhole Detection
- Wet/Dry Film Thickness
- Ambient Condition Monitoring
- Surface Preparation Verification
- Surface Contamination Analysis
- Pit Depth Measurement
- Painting Operation Monitoring
- Compressed Air Blotter Tests



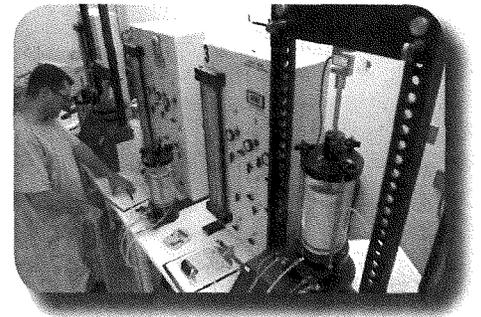
QUALITY ASSURANCE AND TESTING STANDARDS

System Policy Statement and Objective

The quality of inspections and testing services provided by the team's testing lab, which is located within five minutes of the project site, will be performed in strict accordance with all American Society for Testing and Materials (ASTM) standards. Equipment will be calibrated and personnel will be trained to American Association of State Highway and Transportation Officials (AASHTO) requirements. The lab is, at a minimum, accredited to AASHTO. The lab will also abide by the team's values, which include Values-Oriented Results, Entrepreneurial Spirit, Collaboration, Integrity, Positivity/Passion, and Employee Commitment. These values enable us to achieve our three priorities: great client experience, great employee experience, and business success. Our team also abides by complimentary Quality Assurance/Quality Control manuals.

Equipment

Equipment used on the project site is on a calibration schedule determined by the current ASTM standards, company procedures, and the AASHTO accreditation program. Olsson has multiple pieces of each type of equipment that would be required for the West Haymarket Parking Deck #2 and #3 Special Inspections project.



Each inspector/technician uses a team-supplied pickup truck with assigned, calibrated equipment to perform the requested and required testing to complete the task. Steel services will be provided on an on-call basis, and each ICC/CWI/NDT inspector and/or technician uses his own company-supplied testing equipment, which is maintained in company vehicles, as required.

Quality System Review Procedures

Dan Kowalski, ACI, reviews the following records, reports, and associated documentation each six months to ensure that established quality procedures are being followed:

- Proficiency Sample Reports
- On-Site Inspection Reports
- External Quality System Evaluation Reports
- Equipment Calibration, Check, Inspection Reports
- Test Technician Training Records
- Test Technician Evaluation Records

After each six-month review, Dan shall discuss any deficiencies noted with the appropriate staff member(s) and make sure corrective action is taken. He will prepare a memorandum describing the items reviewed, the deficiencies identified, and the corrective action taken. Dan also maintains a file containing all documents relating to quality system reviews.

EQUIPMENT CALIBRATION AND CHECK POLICIES AND PROCEDURES

General Policies

Required equipment shall be calibrated or checked at specified intervals following the general procedures listed on the following page. Newly acquired equipment without manufacturer's certification and equipment that has not been calibrated or checked because it has been removed from service will be calibrated or checked before being placed in service.

When any of the unit's test equipment is overloaded, mishandled, giving results that are suspect, or is not meeting specification tolerances, the unit supervisor shall remove it from service and clearly mark it by attaching a red ribbon or tape to it. The equipment shall be returned to service only after appropriate repairs are made and a calibration check shows the equipment functions satisfactorily and meets specification tolerances.

General Procedures

The supervisor in each testing unit shall maintain a file for each piece of equipment in his or her unit requiring calibration or a check. The file for each piece of equipment shall contain detailed records of calibration or checks performed in chronological order, and it shall be kept in the supervisor's office. Copies of the results of all equipment calibration and checks performed shall be distributed to the technicians.

Supplies

As inspection and testing firms, Olsson's supplies for the project are minimal. They include cylinder molds, which are inspected and tested for each lot of molds delivered to each office location and then are documented. The molds are made of recycled material and team members will recycle our mold cylinders. We know of no other supplies that would be of any substantial need to the project.

Training Standards

The scheduler/laboratory managers are responsible for the training program and maintenance of all training records. Training records shall be retained in the lab manager's office. All materials technicians shall be trained before performing test procedures not previously performed. The following training procedures shall be followed for each test:

- The trainee shall obtain a copy of the applicable test procedure and report forms.
- The trainee shall study the test procedure and test report forms to become familiar with the equipment, terminology, test procedure, calculations, and test reports.
- A qualified technician shall demonstrate the test procedure for the trainee.
- The trainee shall repeatedly perform the test procedure under the guidance of a qualified technician until proficiency is obtained.
- The scheduler/laboratory manager shall observe the trainee demonstrating the procedure and document that the trainee has demonstrated the ability to perform the test procedure, if it is performed properly, by making an entry in the trainee's training record.
- Project and task managers will access to a three-ring notebook on-site that contains certifications for all staff performing tasks on site.

Method for Reviewing Technician's Competency

The scheduler/laboratory manager is responsible for evaluating his or her test technician's competency at least once every six months by requiring each technician to demonstrate the ASTM test procedures for which he/she has been trained to perform. If a technician does not routinely perform a test, it may not be necessary to evaluate his or her competency to perform the test every six months. However, the technician's competency shall be evaluated before performing the test. Competency evaluation records shall be retained in the lab manager's office.

For each testing technician, the supervisor shall record the test demonstrated, the date, and the results (satisfactory or unsatisfactory). Also, the supervisor shall sign each entry on the evaluation record.

If an unsatisfactory result is recorded for a specified test, the manager shall review all observed deviations from the standard ASTM procedure with the testing technician, observe the technician re-demonstrate the test procedure, and record it as indicated above.

National Certifications

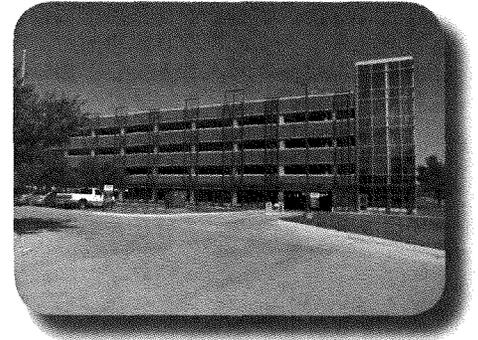
Once a technician has completed in-house training to the satisfaction of the above-referenced training and to the team leader, national certifications will be approved to be obtained. National certifications include National Institute for Certification in Engineering Technologies (NICET), American Concrete Institute (ACI), National Association of Corrosion Engineers (NACE), ICC, CWI, etc. These certifications are either maintained by continuing education or additional training.

SIMILAR PROJECT EXPERIENCE

Olsson Associates has provided technically sound, cost-effective consulting services to its clients for over 55 years. Located in Lincoln and mere minutes away from the project site, we have chosen a few projects to highlight our similar experience working on special inspections projects.

19th and Vine Street Parking Garage at the University of Nebraska-Lincoln | Lincoln, Nebraska

The University of Nebraska-Lincoln contracted with the Olsson team for this five-level parking garage located at 19th and Vine Streets in Lincoln. The garage is a post-tensioned, concrete structure bearing on auger-cast piling. Olsson provided all materials testing and special inspections on the structure's construction. The project was designed by Bahr Vermeer Haecker Architects and AGA Consulting and constructed by Sampson Construction.

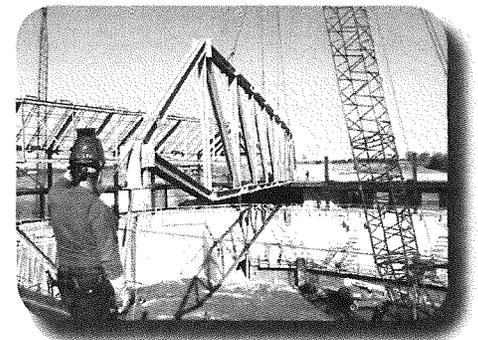


Materials testing and special inspections for the parking garage included auger-cast piles, miscellaneous soils, reinforced concrete, post-tensioned concrete, structural masonry, and structural steel. Olsson also performed additional cold-weather monitoring of the concrete throughout the winter months using thermocouplers.

Independence Event Center | Independence, Missouri

TSI Engineering, the special inspections agency for the project, contracted with Olsson to provide structural steel inspection and NDT testing of field welds, per the job's specifications, for the construction of the Independence Event Center. The center is a multi-purpose facility that contains 5,800 seats, 25 suites, 2,200 paved parking spaces, and a community ice facility. The center schedules over 100 events each year and hosts the Central Hockey League franchise, the Missouri Mavericks, and the Major Indoor Soccer League, the Missouri Comets. The center also holds concerts, trade shows, professional sporting events, festivals, and community ceremonies.

Olsson provided high-strength bolted connections, tension verification and bolting observation, and field weld inspection. Olsson also conducted ultrasound testing of complete penetration field welds and observed composite floor decks construction, shear studs installation, roof deck attachments, and steel frame installation throughout the duration of the project's steel erection.



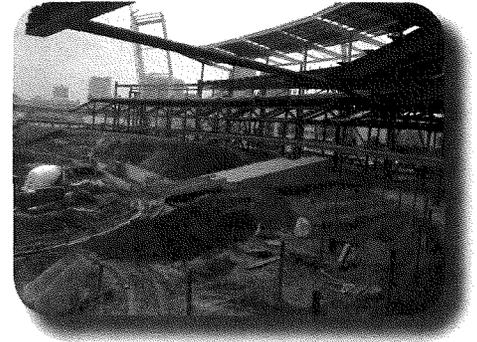
Olsson also provided shop review, audited the steel fabricators' quality control procedures, and completed in-house testing reports for the client.

Other items that required special inspections were performed by TSI Engineering, which included pre-cast erection and field welds, spray-applied fireproofing, and concrete and soils testing.

TD Ameritrade Park | Omaha, Nebraska

The Metropolitan Entertainment and Convention Authority hired Olsson to provide special inspections services for the \$140 million baseball stadium, located northwest of the CenturyLink Center in downtown Omaha.

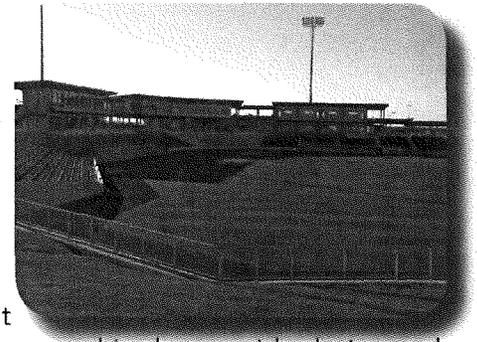
The project, designed by HDR and DLR Group of Omaha, was constructed by Kiewit Building Group of Omaha. The ball park seats approximately 24,000 people and is home to the College World Series and Creighton University's baseball team.



After completing an interview, Olsson was awarded special inspections services for the project based on the firm's qualifications and negotiated fees. Special inspections provided for the stadium included reinforced concrete, floor flatness testing, structural masonry, spray-applied fireproofing, and structural steel services. Structural steel services included visual and nondestructive testing, which include magnetic particle and ultrasonic testing.

Sarpy County Baseball Stadium | Papillion, Nebraska

Sarpy County hired Olsson and DLR Group to design a \$26 million baseball stadium at 126th Street and Nebraska Highway 370 in Papillion. The stadium is where the Omaha Royals' AAA baseball team plays and includes a 31-acre site and 2,000 parking stalls. The stadium will seat approximately 6,000 fans, including skybox seating.



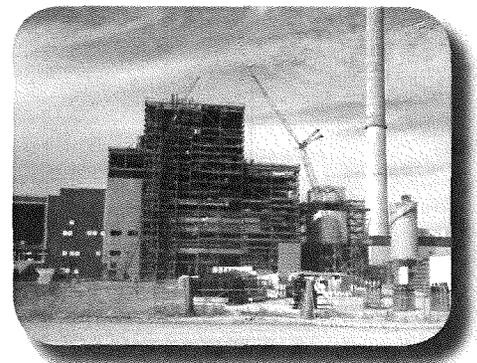
Coordination between Sarpy County, the City of Papillion, and the Omaha Royals is an intricate part of this project. Olsson helped the client evaluate and select a site for the stadium. Once a site was selected, Olsson was hired to provide design and testing services.

Olsson's services included geotechnical, survey, site civil, site lighting, and landscape and hardscape amenities design. The special inspections and testing services included site soil development testing, settlement plate monitoring, reinforced concrete, structural masonry, floor flatness testing, and structural steel inspections.

Omaha Public Power District Power Station | Nebraska City, Nebraska

Olsson provided a negotiated contract with the Omaha Public Power District (OPPD) and HDR to provide quality assurance for OPPD's Nebraska City Power Station No. 2. The project consisted of 17 stories of structural steel construction, supported on deep foundations. Olsson also provided quality assurance for pressure piping, boilers, and smokestacks on this \$740 million project.

Completing the quality assurance work required working with codes from the American Water Works Association, the American Society of Mechanical Engineers, the American Petroleum Institute, the International Building Code, and the American Welding Society. Olsson



also provided spray-applied fireproofing materials testing.

Olsson provided project management and oversight of the Nebraska City Power Partners' quality control inspection and testing personnel. Beyond its work with OPPD/HDR, Olsson provided, upon request, soils, concrete, and aggregate testing for several subcontractors during this significant project's construction.

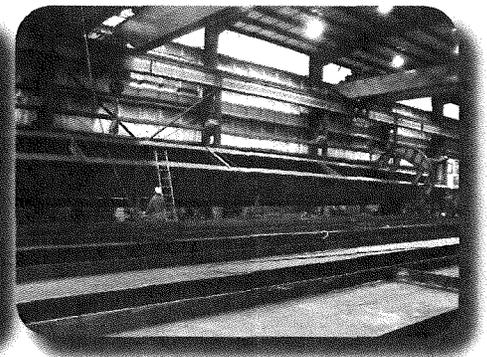
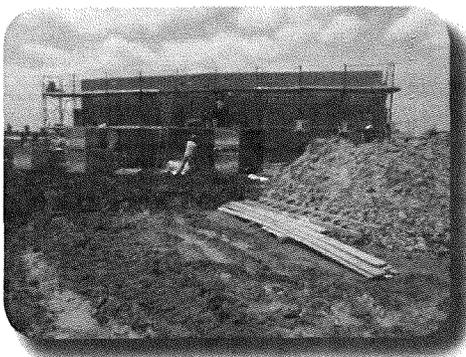
Special Inspections Experience | Various Locations

The team's special inspectors are certified through the ICC and the AWS in a wide variety of services and provide their expertise in reinforced concrete, masonry, pre/post tensioned steel reinforcement, bolt-and-weld connection, and spray-applied fireproofing inspections. Because of their vast experience, our certified special inspectors easily recognize plan specifications and ensure that work assigned conforms with approved design drawings and specifications.

Our managers diligently adhere to lab protocols to ensure the highest quality procedures and results. As mentioned previously, our primary, full-service laboratory is certified through the AASHTO and is located within minutes of the project site.

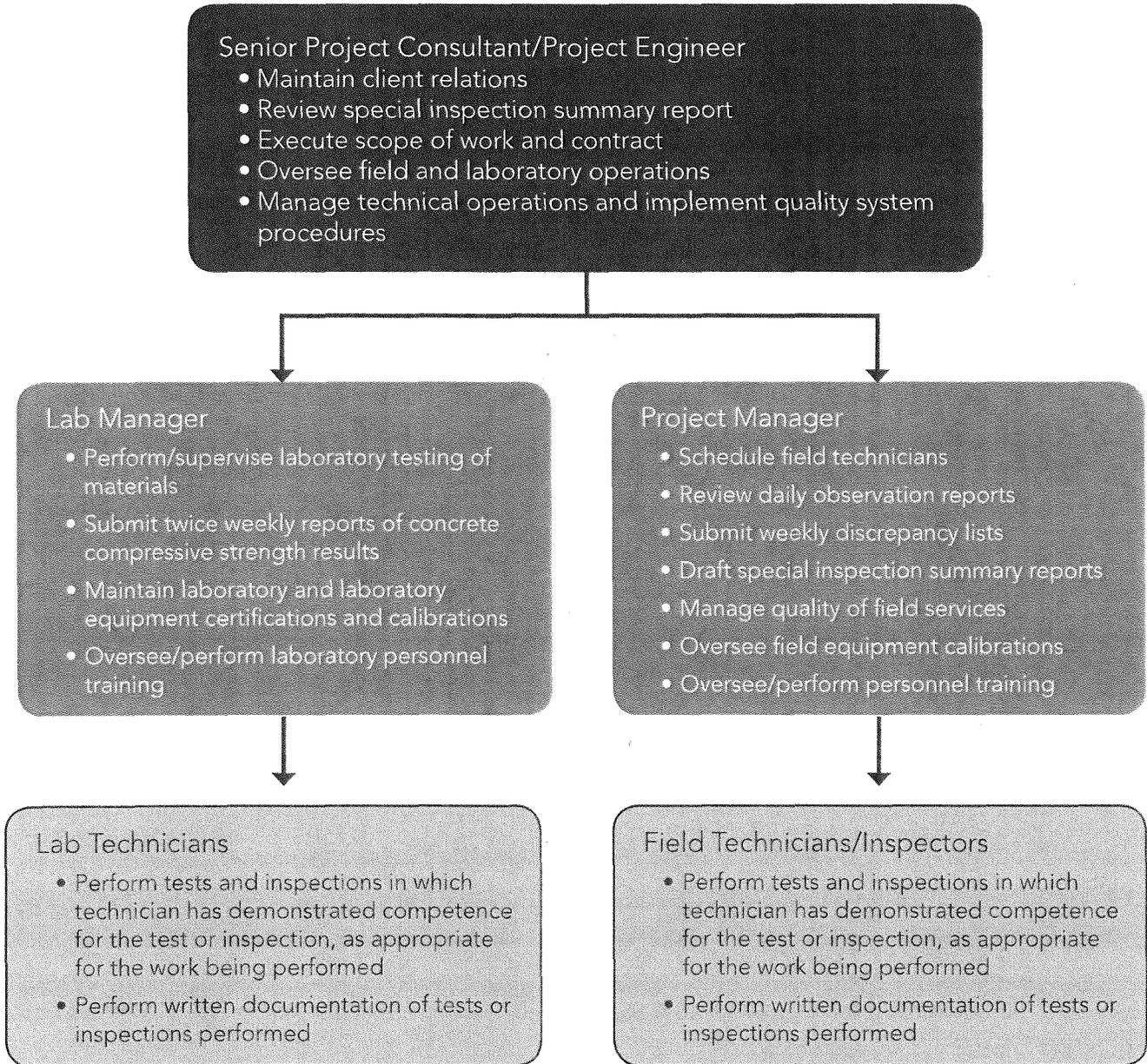
Below is a comprehensive list of where our most recent special inspections work has occurred. References are available upon request:

- UNL's 19th and Vine Parking Garage
- West Haymarket Parking Deck No. 1
- West Haymarket Canopy and Lofts
- Hyatt Hotel
- Breslow Ice Center
- Oscar Project
- BNSF Fueling Station
- York County Women's Correction Facility
- Doane Collage Facilities
- LPS Arnold Elementary
- UNL Welcome Center
- Monsanto Seed Plant
- Lake Wanahoo
- Lancaster Detention Center
- Sheldon Station
- NRECA Testing and Inspection
- Perot Systems
- Verizon Call Center
- Devaney Sports Center
- Tabitha Senior Housing Living Facility
- Child Advocacy Center
- Duteau Subaru
- Raymond Central School Addition
- Anderson Ford
- UNL Abel/Sandoz Renovation
- Bryan East Hospital: Building Additions
- Lancaster Manor
- Memory Care
- York High School
- Crete High School
- Fallbrook 575 Building
- Memorial East Stadium
- LPS District Office
- LPS Sherrill Learning Center
- Wilderness Woods Apartments
- North Hills Apartments
- Cooper YMCA
- Lincoln Poultry



PERFORMING OUR SERVICES

The following flow chart graphically describes each team member's role and responsibility when performing his or her services for the West Haymarket Parking Deck #2 and #3 Special Inspections project.



KEY PERSONNEL ASSIGNED TO THIS PROJECT

Olsson's team members bring specific benefits to the West Haymarket Parking Deck #2 and #3 Special Inspections project. Below is the team's organizational structure and following are descriptions of key personnel's responsibilities for this project. All staff members are from Lincoln and Omaha and many of our key staff members are cross-trained to allow them to perform inspections and tests on multiple construction materials. Resumes for our team members can be found following these short staff biographies.

Key Team Members and their Duties

Rick Hanny, CET, ICC, CWI
Senior Project Consultant

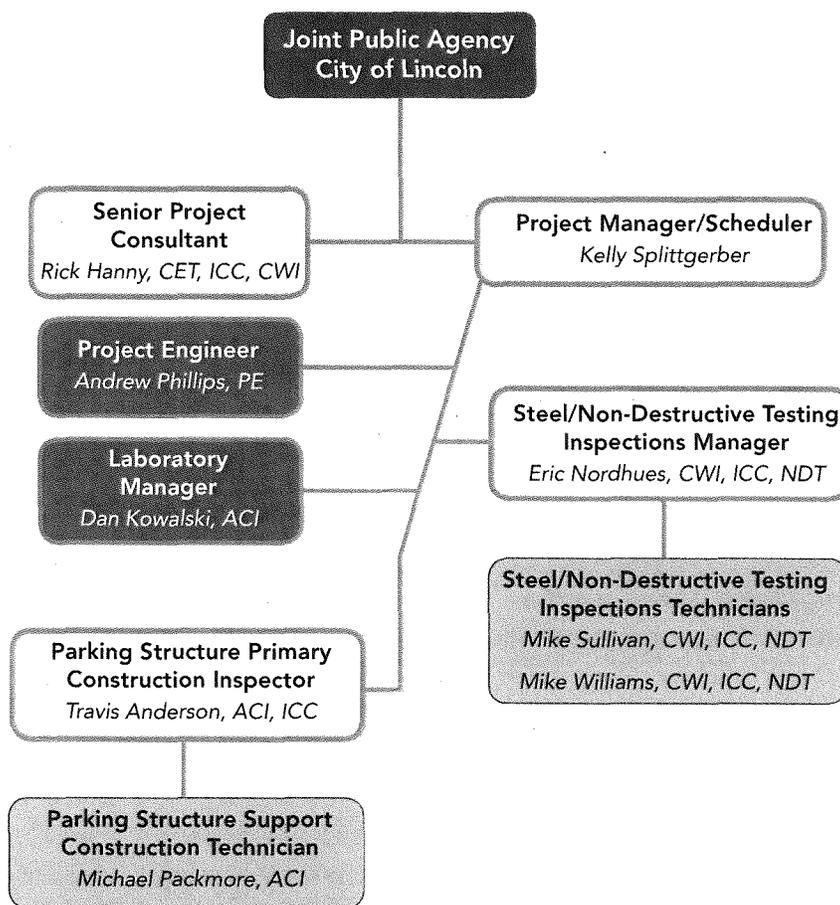
Rick is an experienced project manager with 23 years of experience in the construction testing and special inspections industry, which includes commercial, recreational, power, renewable fuels, transportation, and water/wastewater agencies. Rick will provide general oversight for quality assurance and quality control for this significant project. He will also be involved in training personnel on the equipment used to inspect and test materials being constructed on-site and in the laboratory for the West Haymarket Parking Deck #2 and #3 Special Inspections project.

Kelly Splittgerber
Project Manager/Scheduler

Kelly has 14 years of experience in laboratory, field testing, and project management. As an experienced project manager and special inspector, Kelly will be the project manager and primary point of contact. He has lead the special inspection and testing team in the Lincoln area the last six years, representing projects from Kansas to Colorado. Kelly is responsible for, and will ensure, maintenance of high quality control in all construction services he personally provides or oversees. His responsibilities will also include staffing, training, report review, and quality management. He will also oversee test procedures and documentation of personnel training as a method of quality control.

Andrew Phillips, PE
Project Engineer

A team leader on Olsson Associates' Geotechnical team, Andrew has a wide range of experience in field and laboratory testing, investigations, special inspections, and evaluations. He is responsible for performing engineering evaluations for bearing capacities of shallow foundations and load capacities of deep pile foundations, estimating settlements, and analyzing slope stability.



Travis Anderson, ACI, ICC, Parking Structure Primary Construction Inspector

Travis is an experienced senior technician in the areas of construction testing and special inspections. Over the years, he has been Olsson's key inspector for numerous large, high-profile projects. **Travis' ability to communicate results and findings with the contractor and client is exactly what is needed when performing special inspections.** He maintains certifications and training in accordance with local and national building codes. With his vast understanding of special inspections and construction testing, he will be a valued asset to West Haymarket Parking Deck #2 and #3 Special Inspections project.

Taylor Miller, ACI, Parking Structure Support Construction Technician

Taylor is an experienced associate technician in the areas of construction testing and special inspections. Olsson primarily utilizes Taylor on large-scale, out-of-town projects where an independent and reliable inspector is required who needs minimal direction or oversight. He will assist Travis in construction inspection and will draw upon his broad inspection experience that ranges from small- to large-scale projects.

Eric Nordhues, CWI, ICC, NDT, Steel/Non-Destructive Testing Inspections Manager

Eric is an experienced steel technician, inspector, and project technical manager in the areas of construction, destructive and nondestructive testing, and special inspections. Eric will manage steel inspections and staff members for the West Haymarket project. Eric also trains, supports, and reviews all the CWIs for Olsson. Eric also oversees Olsson's NDT Level II services for on-site and laboratory testing with the support of our ASNT Level III. Further, Eric trains staff members on and reviews reports from our destructive laboratory located in Olsson's Sarpy County office location. In addition, Eric has supported and reviewed steel fabrication shops in locations such as Utah, Missouri, Nebraska, Iowa, and Canada.

Mike Williams, CWI, ICC, NDT, Steel/Non-Destructive Testing Inspections Technician

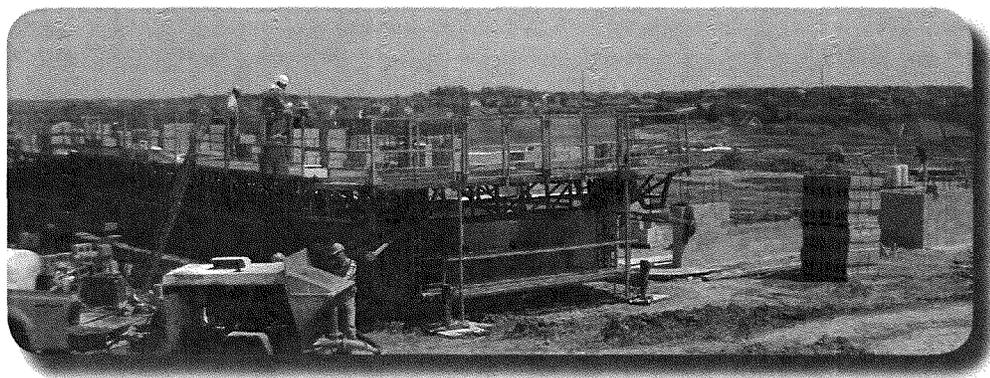
With 28 years of experience in steel fabrication, erection, and welding, Mike will apply his specialty in structural steel and welding inspection to the West Haymarket project. He has expertise in as a technician performing welding and high strength bolting observations. Mike has performed NDT testing of weldments in shop and in the field on various projects throughout the Midwest.

Mike Sullivan, CWI, ICC, NDT, Steel/Non-Destructive Testing Inspections Technician

Mike has field experience working with a wide variety of testing methods on a wide variety of project sites. In the field he has performed structural steel inspections including bolting and welding inspections per IBC Sec.17. Further, he has performed visual inspections (CWI) and code work (WPS/WQR) while observing numerous codes. Mike has also performed many different applications of NDT work.

Dan Kowalski, ACI, Laboratory Manager

Dan has more than 18 years of experience in laboratory and field testing services for a variety of projects, including many paving projects. He also has extensive field experience on construction testing for private and commercial developments, shopping centers, and earth dams. Dan has an excellent construction observation background with experience in performing various soil and construction materials field and laboratory tests.





Education

- ▶ Bachelor of Science, Business Management; Bellevue University, 2006
- ▶ Associate of Applied Science, Architectural Construction Engineering; Western Iowa Tech Community College, 1990

Affiliations

- ▶ American Welding Society

Certifications and Specialized Training

- ▶ BNSF Contractor Orientation Test
- ▶ Certified Welding Inspector, No. 95040941
- ▶ E-RAILSAFE
- ▶ National Concrete Masonry Technician
- ▶ NICET Construction Technician, Level III
- ▶ Roadway Worker Protection
- ▶ Sprayed-on-Fireproofing Inspector International Code Council
- ▶ Structural Bolts Inspector International Code Council
- ▶ Structural Welds Inspector International Code Council
- ▶ UPRR Contractor Orientation Test

Olsson Professional Experience

- ▶ 2006 To Present

Total Professional Experience

- ▶ 1989 To Present

Rick Hanny, Jr.

Vice President/Field Practice Leader

Experience Summary

Rick is an experienced project manager with 23 years in the geotechnical, construction testing and special inspection industry, including but not limited to, commercial, power, renewable fuels, transportation, and water/wastewater. He maintains certifications and training in accordance with the local and national building codes. In addition, Mr. Hanny provides quality assurance and quality control for Olsson Associates training of new personnel and equipment utilized to drill, inspect and test materials being constructed on-site and in the laboratory in several of our markets. Mr. Hanny has managed projects that ranged from small to very large.

Asterisk Indicates Project Performed Under Previous Experience.

Special Service Transportation

- Bellevue Bridge Steel/Concrete Deck Reconstruction – Bellevue, Nebraska
- Norris Viaduct Field Inspections – Cheyenne, WY
- Oklahoma Turnpike – Tulsa, OK
- Elm Plaza – Omaha, NE
- Aspen Ridge – Treynor, IA
- Norris Viaduct, AWS D1.5 Shop Inspection in Salt Lake City, UT
- Quest Center Walk Bridge, AWS D1.5 Field Inspections (Fracture Critical) – Omaha, NE
- Argosy Bridge, AWS D1.5 Shop Inspections – Lincoln, NE

Commercial Development

- Kum and Go – Various Locations Nationwide
- JC Penney's, Papillion, NE
- JC Penney's, Council Bluffs, IA
- JC Penney's, Overland Park, KS
- Lifetime Fitness – Omaha, NE
- Lifetime Fitness – Lenexa, KS
- ConAgra Campus Additions – Omaha, NE*
- Modern Equipment Company – Omaha, NE
- Building No. 4 (Multi-Story Office Building – Aksarben Village) – Omaha, NE
- Walgreen's – National Account Special Inspections Service Provider
- Bucky's Convenience Stores – Iowa and Nebraska
- Kum and Go Convenience Stores – Nebraska
- Lowe's - Lincoln, Nebraska
- Target - Omaha, Nebraska
- Target - Lincoln, Nebraska
- Target – Tulsa, Oklahoma*
- Market Pointe - Papillion, Nebraska
- Best Buy Store – Omaha, NE*
- Best Buy Store – Council Bluffs, IA*

Hospitality Facilities

- Hilton Hotel (9 Story Hotel and Parking Structure) – Omaha, NE*
- Residence Inn Old Market – Omaha, NE
- Kimberly-Clark Building Addition, Bixby, Oklahoma

Airport Runways, Aprons, Taxiways, Access Roads

- Scribner Airport – Scribner, NE
- Creighton Airport Whitetopping - Concrete testing
- Hartington Airport North Taxiway - Concrete testing
- Tecumseh Airport - Concrete testing

Rick Hanny, Jr.

OLSSON ASSOCIATES**Experience, Continued****Sports Complexes/Athletic Fields**

- TD Ameritrade Park - Omaha, NE
- Sarpy County Baseball Stadium - Papillon, NE
- Los Angeles Angels Spring Training Light Pole Investigation - Tempe, AZ
- Arrowhead Stadium – Kansas City, MO*
- Creighton Soccer Stadium – Omaha, NE*
- Central High School Football Stadium – Omaha, NE*
- Buell Field Stadium Turf Replacement – Omaha, NE*

Power Plant Design and Improvements

- Nebraska City Power Station Unit No. 2 – Nebraska City, NE
- MUD Water Treatment Plant – Omaha, NE
- Whelan Power Station No. 2 – Hasting, NE
- Cass County Power Unit – Cass County, NE*
- Coweta Power Plant – Coweta, OK*
- Jenkins Power Plant - Jenks, OK*

Renewable Energy: Studies/Design/Improvements

Providing special inspection and construction materials testing for the wind farms listed below. Services include soil placement observation, concrete testing, aggregate gradations, proofrolls, dynamic cone testing, foundation observations, non-shrink grout testing, and anchor bolt tensioning. Mobile testing laboratories are maintained on-site. Also providing third party geotechnical engineering recommendations for crane pads analysis.

- Dempsey Ridge Wind Farm – Dempsey, OK (66 Turbines)
- Elk Wind Farm – Greeley, IA (17 Turbines)
- Pomeroy IV Wind Farm – Pomeroy, IA (13 Turbines)
- Unified Soy Products; Biodiesel - Various Locations
- MEP, LLC; Ethanol Plants - Various Locations
- Beatrice Biodiesel - Beatrice, Nebraska
- Adams Ethanol Plant - Adams, Nebraska
- Auburn Ethanol Plant - Auburn, Nebraska

Water Treatment Plants and Pumping Stations

- MUD Water Treatment Plant – Omaha, NE
- Sioux Water Treatment Plant – South Sioux City, IA
- MUD Chlorine Building (Florence) – Omaha, NE*
- MUD Chlorine Building (South Platte) – Bellevue, NE*



Certifications and Specialized Training

- ▶ E-Railsafe
- ▶ ACI Concrete Field Testing Technician – Grade 1 Certification
- ▶ NDOR Concrete Field Inspector Level 1
- ▶ Troxler Nuclear Density Gauge Certified 1999
- ▶ BNSF Contractor Orientation
- ▶ Nebraska Monitoring Well Technician
- ▶ OSHA 40 hour Hazwoper
- ▶ 10-hour OSHA
- ▶ Radiation Safety Officer Training

Olsson Professional Experience

- ▶ 2006 To Present

Total Professional Experience

- ▶ 1998 To Present

Kelly Splittgerber

Project Manager Special Inspections

Experience Summary

Kelly has 14 years of experience in laboratory, field testing, and project management. As an experienced project manager and special inspector, Kelly will be the project manager and primary point of contact. He has lead the special inspection and testing team in the Lincoln area the last six years, representing projects from Kansas to Colorado. Kelly is responsible for, and will ensure, maintenance of high quality control in all construction services he personally provides or oversees. His responsibilities will also include staffing, training, report review, and quality management. He will also oversee test procedures and documentation of personnel training as a method of quality control.

He has environmental experience with well installation, monitoring, and data analysis, along with contamination recovery and remediation installation. He has extensive field experience with testing related to reinforcing steel, masonry, soil density, resistivity, fireproofing, and drill rig operation. Project observation and testing has involved private and commercial developments, railroad improvements, landfills, lagoons, and earth dams. Kelly has a background in laboratory testing involving, Proctors, CBR, resistivity, organics, sieves analysis, consolidation, unconfined compression, Atterberg limit, pin-hole dispersion, relative density, ph, and concrete compression testing.

General Testing and Inspection Services

- Tekamah Airport Apron – Project Manager for Testing and Inspection
- Crete Parallel Taxiway – Project Manager for Testing and Inspection
- Crete Airport Lighting – Project Manager for Testing and Inspection
- Marysville Airport Parallel Taxiway – Project Manager for Testing and Inspection
- Abilene Airport Taxiway – Project Manager for Testing and Inspection
- BNSF Fueling Station – Testing and Inspection
- York County Womens Correction Facility – Testing and Inspection
- Doane Collage Facilities – Testing and Inspection
- LPS Arnold Elementary – Project Manager
- UNL Welcome Center – Project Manager
- Monsanto Seed Plant – Project Manager
- Lake Wanahoo – Project Manager
- Lancaster Detention Center – Project Manager
- UNL Parking Garage – Project Manager
- Sheldon Station – Project Manager
- NRECA – Testing and Inspection/Project Manager
- Perot Systems – Project Manager
- Verizon Call Center – Testing and Inspection
- Devaney Sports Center - Project Manager
- Tabitha Senior Housing Living Facility – Project Manager
- Child Advocacy Center – Project Manager
- Duteau Subaru – Project Manager
- Raymond Central School Addition- Project Manager
- Anderson Ford – Project Manager
- UNL Abel/Sandoz Renovation – Project Manager



Education

- ▶ BS Civil Engineering, University of Nebraska, 2002

Registrations

- ▶ Professional Engineer: NE (E-12242)
- ▶ Professional Engineer: IA (# 20153)
- ▶ Professional Engineer: KS (# 21315)

Affiliations

- ▶ American Society of Civil Engineers
- ▶ Association of State Dam Safety Officials

Olsson Professional Experience

- ▶ 2001 to Present

Years of Professional Experience

- ▶ 2001 to Present

Andrew Phillips, PE

Team Leader

Experience Summary

A team leader on Olsson Associates' Geotechnical team, Andrew has a wide range of experience in field and laboratory testing, investigations, special inspections, and evaluations. He is responsible for performing engineering evaluations for bearing capacities of shallow foundations and load capacities of deep pile foundations, estimating settlements, and analyzing slope stability. Andrew also has experience designing dams.

Key Projects

- Hendricks Training Complex, Bob Devaney Sports Center (Auger-cast piles), Lincoln, Nebraska.
- East Addition: Memorial Stadium (Auger-cast piles), Lincoln, Nebraska.
- Block 38 Development (Auger-cast piles), Lincoln, Nebraska.
- Holdrege Street Pedestrian Bridge, Lincoln, Nebraska
- Theresa Street Wastewater Treatment Facility, Lincoln, Nebraska.
- On-site observation and field technician for testing services involving field density, concrete testing, pavement subgrade inspection, and flow slab subgrade inspections for Pointe Shopping Center, Omaha, Nebraska.
- Drilled belled piers for the Scheels Sporting Goods Store at Village Pointe Shopping Center, Omaha, Nebraska.
- Pavement subgrade inspections and soil investigation for University of Nebraska-Lincoln's East Campus Loop Road, Lincoln, Nebraska.
- Soil stabilization of soft dredged soils utilizing type 'C' fly ash treatment at Holmes Lake, Lincoln, Nebraska.
- H-Pile for "A" Street Bridge, Lincoln, Nebraska.
- Pipe pile-SVTS-Weir, Lincoln, Nebraska.

Geotechnical Site Evaluations

- Walgreens: Lincoln and Omaha, Nebraska; Mitchell, Yankton, South Dakota.
- Walmart: Lincoln, Omaha, Grand Island, Seward, Columbus, Nebraska.
- Menards, Lincoln, Nebraska.
- Runza, Lincoln, Nebraska.
- Lowe's, Lincoln, Omaha, Nebraska.
- Kohl's, Lincoln, Omaha, Grand Island, Nebraska.

Deep Foundation Analysis

- Drilled belled piers for the Scheels Sporting Goods Store at Village Pointe Shopping Center, Omaha, Nebraska.
- H-Pile, "A" Street Bridge, Lincoln, Nebraska.
- Pipe pile-SVTS-Weir, Lincoln, Nebraska.
- Auger-cast piles, Siouxland Ethanol Plant, South Sioux City, Nebraska.
- 25th Street Improvements, Norfolk, Nebraska.

Geotechnical Evaluations of Earthen Dams

- Analysis of Slope Stability, Settlement, and Seepage:
 - » Pawnee County Lake, Nebraska
 - » Sky ranch, Nebraska
 - » Stevens Creek Watershed (total of 8 dams), Nebraska
 - » Pigeon/Jones Creek Dam, Nebraska
 - » Lake Wanahoo, Nebraska
 - » Turkey Creek (total of 7 dams), Nebraska
 - » Silver Creek (total of 10 dams), Nebraska
 - » Raikes Dam, Nebraska
 - » Campbell's Dam, Village Gardens Development, Nebraska
 - » Lake Winnebago, Missouri

Andrew Phillips, PE
OLSSON ASSOCIATES

Experience, Continued

Airport Runways, Aprons, Taxiways, Access Roads

- Geotechnical investigations, testing, and recommendations for the following Nebraska airport projects:
 - » O'Neill Municipal Airport runway
 - » Tekamah Municipal Airport taxiway
 - » Sidney Municipal Airport taxiway paving
 - » Wayne Municipal Airport Runway 4/22
 - » Lexington Municipal Airport Jim Kelly Field apron
 - » Fremont Municipal Airport Runway 4/22
 - » Cozad Municipal Airport apron
 - » Stuart-Atkinson Municipal Airport taxiway and apron
 - » Cheyenne County St. Francis runway
 - » Sargent Municipal Airport apron

Hangars, Terminals, Equipment Storage

- Geotechnical investigations, testing, and recommendations for the following Nebraska airport projects:
 - » Norfolk Municipal Airport hangar
 - » Ogallala Municipal Airport T-hangar
 - » Sargent Municipal Airport terminal/SRE building
 - » Tecumseh Municipal Airport hangar
 - » Auburn Municipal Airport terminal building

Educational Facilities & Development: K-12

- Lincoln Public Schools, Lincoln, NE: Arnold Elementary, Fredstrom Elementary addition, Holmes Elementary addition, Pyrtle Elementary addition, Hill Elementary addition, Pound Middle School addition, Vintage Heights Middle School, Hartely Elementary addition, Sherrill Education Center.
- Pavement subgrade inspections and soil investigation for Lincoln Pius X running track, Lincoln, Nebraska.

Certifications and Specialized Training

- ▶ ACI Concrete Field Testing Technician-Grade 1
- ▶ Humboldt Nuclear Gauge Training
- ▶ ICC Structural Masonry
- ▶ ICC Reinforced Concrete

Olsson Professional Experience

- ▶ 2009 to Present

Total Professional Experience

- ▶ 2002 to Present

**Travis Anderson**

Technician

Experience Summary

Travis is an experienced senior technician in the areas of construction testing and special inspections. Over the years, he has been Olsson's key inspector for numerous large, high-profile projects. His ability to communicate results and findings with the contractor and client is exactly what is needed when performing special inspections. He maintains certifications and training in accordance with local and national building codes. With his vast understanding of special inspections and construction testing, he will be a valued asset to West Haymarket Parking Deck #1 Special Inspections project.

Key Projects

- Faith Regional Bed Tower Addition; Norfolk, NE
- Faith Regional Carson Cancer Center; Norfolk, NE
- Dormitory, Northeast Community College; Norfolk, NE
- Husker Ag Ethanol Plant; Plainview, NE
- Ag Complex, Northeast Community College; Norfolk, NE
- Cox Activities Center Addition, Northeast Community College; Norfolk, NE
- Elkhorn Valley Ethanol Plant; Norfolk, NE
- B-Y Water Treatment Facility; Tabor, SD
- Nucor Detailing Center; Norfolk, NE
- Norfolk Iron and Metal Warehouse Expansion; Norfolk, NE
- Lancaster County Adult Detention Facility; Lincoln, NE
- UNL 19th and Vine Parking Garage; Lincoln, NE
- UNL Memorial Stadium East Expansion; Lincoln, NE
- Sysco Lincoln Poultry Warehouse Addition; Lincoln, NE
- Cabela's Worlds Foremost Bank Addition; Lincoln, NE
- City of Lincoln's Block 38 Parking Garage and Multi-Use Facility; Lincoln, NE
- Monsanto Seed Plant; Waco, NE



Education

- ▶ Associate of Applied Science, Nondestructive Testing, Southeastern Community College, 1999

Affiliations

- ▶ American Welding Society - AWS
- ▶ American Society of Nondestructive Testing-ASNT

Certifications and Specialized Training

- ▶ ACI-Concrete Field Test , Level I
- ▶ Certified Welding Inspector No. 0100063
- ▶ Liquid Dye Penetrant NDT Level II
- ▶ Magnetic Particle Testing NDT Level II
- ▶ Ultrasonic Testing NDT Level II
- ▶ Structural Bolts Inspector International Code Council
- ▶ Structural Welds Inspector International Code Council
- ▶ Radiography Assistant

Olsson Professional Experience

- ▶ 2007 To Present

Total Professional Experience

- ▶ 1999 To Present

Eric Nordhues

Steel Manager

Experience Summary

Eric is an experienced steel technician, inspector, and project technical manager in the areas of construction, destructive and nondestructive testing, and special inspection. Eric provides training, support, and review of all the Certified Welding Inspectors for Olsson Associates. Eric provides oversight of the Olsson NDT Level II services for on-site and laboratory testing with the support of our ASNT Level III. Eric provides training and review of our destructive laboratory located in our Sarpy County office location. Eric has provided support and review of steel fabrication shops.

(*Indicates Project Performed Under Previous Experience

Special Service Transportation

- Bellevue Bridge Concrete Deck Reconstruction – Bellevue, Nebraska*
- Norris Viaduct – Cheyenne, WY
- Argosy Casino Parkway – Riverside, MO
- Gibson Road Viaduct – Omaha, NE

Sports Complexes/Athletic Fields

- Los Angles Angels Spring Training Light Pole Investigation - Tempe, AZ
- Creighton Soccer Stadium – Omaha, NE*
- Central High School Football Stadium – Omaha, NE*
- TD Ameritrade Stadium – Omaha, NE
- Sarpy County Stadium – Papillion, NE

Commercial Development

- Farnham Parking Structure
- ConAgra – Omaha, NE
- Modern Equipment Company– Omaha, NE
- Target - Omaha, Nebraska*
- Best Buy Store – Omaha, NE*
- MAT Westroads Mall – Omaha, NE*

Education Facilities: K-12

- Gretna New High and Elementary Schools – Gretna, NE*
- Arlington School – Arlington, NE
- Fremont Mills K-12 – Tabor, IA
- Nebraska City High School – Nebraska City, NE

Power Plant Design and Improvements

- Nebraska City Power Station Unit No. 2 – Nebraska City, NE
- MUD Water Treatment Plant – Omaha, NE
- Whelan Power Station No. 2 – Hasting, NE
- Fremont Utilities Power Station – Fremont, NE

Water Treatment Plants and Pumping Stations

- MUD Water Treatment Plant – Omaha, NE
- Sioux Water Treatment Plant – South Sioux City, IA
- BV LWS Greenwood Transmission Main – Greenwood, NE
- Sioux City Wastewater Treatment Plant – Sioux City, IA

Weld Procedure Specifications and Welder Qualifications

- Werner Enterprises – Omaha, NE
- McNeil Refrigeration – Omaha, NE
- Kelly Ryan Equipment – Blair, NE
- Hawkins Construction – Omaha, NE
- KRECO Metal Fabrication – Blair, NE



Education

- ▶ Associate of Applied Arts, Non-Destructive Testing, Southeast Community College, 2006

Certifications and Specialized Training

- ▶ CAWI #06100694
- ▶ IADH Radiographers License #505IA7217
- ▶ ICC Structural welding and bolting inspector #5298216
- ▶ NDT Level II Liquid Penetrant Testing
- ▶ NDT Level II Magnetic Particle Testing
- ▶ NDT Level II Radiographic Testing
- ▶ NDT Level II Ultrasonic Testing ,Shear wave,Thickness, Corrosion,Special Applications
- ▶ NNG Veriforce #ms-061985-01

Olsson Professional Experience

- ▶ 2009 To Present

Total Professional Experience

- ▶ 2006 To Present

Michael Sullivan

Non-Destructive Testing Technician

Experience Summary

Michael has field experience working with a wide variety of testing methods on a wide variety of project sites. In the field her has performed structural steel inspections including bolting and welding inspections per IBC Sec.17, and per blueprints and project documents. He has performed visual inspections(CWI) and code work(WPS/WQR) while observing numerous codes such as AWS D1.1, D1.3, and D1.4, as well as API 1104 and ASME. Mike has also performed many different applications of NDT work while utilizing level II in MT, PT, UT, and RT. These applications include magnetic particle testing with use of color contrast, dry particle, wet fluorescent, and wet visible. Penetrant testing with visible and fluorescent applications. Ultrasonics for thickness gauging, corrosion detection/mapping, C-scan mapping, Shear wave to AWS and ASME, and special application utilizing tip defraction for crack detection in cast iron. Radiographic testing of power industry, welder qualification plates/pipes, gas pipelines, telecommunication poles, steam piping, chemical vessels, railcars, boiler tubes, ethanol industry piping and storage tanks, and special applications with x-ray tube informational shots

Special Inspections

- Sprint Center Arena – Kansas City, MO Provided structural steel special inspections for bolting and welding as well as well as NDT services, and bolt calibrations
- Iatan Unit 2 – Iatan, KS Provided structural steel Special inspections for bolting and welding, as well as bolt calibrations
- Multiple Schools and Hospitals – Kansas City Area Providing structural steel special inspections for bolting and welding as well as NDT services, and bolt calibrations.
- Multiple Natural Gas Pipelines and Plants – All Around Midwest Providing RT, MT, PT and UT services to pipeline contractors such as Magellan, Kinder Morgan, One Oak, KANEB, Northern Natural Gas, and Nustar. Offutt Airforce Base – Bellevue, NE Providing RT, MT, and PT for jet fuel pump houses and lines.
- Numerous Power Plant Shut-outs – Around Midwest providing preventative maintenance by RT, MT, UT and PT for Piping, vessels, and boiler tubes.
- Valmont Industries – Valley, Ne Providing DOT inspections consisting of visual and RT for light poles, sign posts, and telecommunication poles.



Certifications and Specialized Training

- ▶ AWS Certified Welding Inspector
CWI#92120971
- ▶ Ultrasonic Testing NDT Level II
- ▶ Magnetic Particle Testing NDT Level II
- ▶ ICC Certified Special Inspector
- ▶ Structural Steel/Welding
- ▶ STI SP-001 Certified AST Inspector
(Above-Ground Storage Tanks)

Olsson Professional Experience

- ▶ 2007 To Present

Total Professional Experience

- ▶ 1984 To Present

Michael Williams

Senior Construction Technician

Experience Summary

With 28 years of experience in steel fabrication, erection, and welding, Mike's speciality is in structural steel and welding inspection. He has expertise in as a technician performing welding and high strength bolting observations. Mike has performed NDT testing of weldments in shop and in the field on various projects throughout the Midwest. He maintains all necessary certifications that apply to his inspection specialty.

Steel Inspections

- Independence Event Center - Independence, Missouri.
- TSi IEC Steel Inspections Testing - Independence, Missouri.
- TSi Union Carbide Larue Building - Kansas City, Missouri.
- Hutchinson Graber and McCandless Additions - Hutchinson, Kansas.
- Corbin Park - Overland Park, Kansas.
- FCA Lifetime Fitness - Lenexa, Kansas.
- JC Penney Store 2990 - Overland Park, Kansas.
- Falls City Tank Inspections - Falls City, Nebraska.
- Hensel Phelps DISA Schuff Steel - Ottawa, Kansas.
- Overland Park Soccer Park - Overland Park, Kansas.
- UCCS Engineering Building Shop Inspection - Omaha, Nebraska.
- Ernest-Spencer Metals NDT Testing - Meriden, Kansas.
- Allen and Avenue A Additions - Hutchinson, Kansas.
- Nascar Mobius Pisppe Project, Schuff Steel - Ottawa, Kansas.
- Raytown High Skylight and Renovations - Raytown, Missouri.
- Hutchinson High School Additions - Hutchinson, Kansas.
- OMHS Hospital, Shop UT, MT Testing, Schuff Steel - Ottawa, Kansas.

Education

- ▶ Bachelor of Science, Biology, University of Nebraska - Kearney, 1993

Certifications and Specialized Training

- ▶ ACI Concrete Field Testing Technician, Grade 1 Certification
- ▶ Kansas Department of Roads
- ▶ Nebraska Department of Transportation - Field Test Technician
- ▶ Troxler Nuclear Density Gauge Certified

Olsson Professional Experience

- ▶ 2002 To Present

Total Professional Experience

- ▶ 1994 To Present

**Dan Kowalski**

Senior Laboratory / Field Technician

Experience Summary

Dan has more than 18 years of experience in laboratory and field testing services for a variety of projects, including many paving and airport construction projects. He also has extensive field experience on construction testing for private and commercial developments, shopping centers, and earth dams. Dan has an excellent construction observation background with experience in performing various soil and construction materials field and laboratory tests.

Paving/Sidewalk/Parking Lot Improvements

- Field technician providing construction observation and pavement testing at the Saddle Creek development, Omaha, Nebraska.
- Construction observation of utility and paving for Antelope Valley, Vine Street, Lincoln, Nebraska.
- Construction observation of Antelope Valley East Leg Bridge and J Street Bridge Construction in Lincoln, Nebraska.

Airport Runways, Aprons, Taxiways, Access Roads

- Construction observation and testing for repaving of the Norfolk Municipal Airport taxiway and runway, Norfolk, Nebraska.
- Construction observation and testing services for paving of the Kearney Airport runway, Kearney, Nebraska.
- Construction observation and testing services for expansion of the Central Nebraska Regional Airport runway, Grand Island, Nebraska.
- Construction observation and testing services for paving of the Hastings Airport taxiway and runway, Hastings, Nebraska.

Bicycle and Pedestrian Plans

- Construction observation and testing for steel and concrete retaining walls, grading, and paving for Wayne Bike Trail, Wayne, Nebraska.

Bridge Renovation/Rehabilitation

- Construction observation of Antelope Valley East Leg Bridge and J Street Bridge Construction in Lincoln, Nebraska.
- Construction observation of the MSE walls on the Antelope Valley project.

Landfills

- Construction observation for York Landfill, York, Nebraska.

Lift Stations

- Construction Observation of wastewater lagoons and lift station, Utica, Nebraska.

Project Documentation

- Field technician providing construction observation and pavement testing at the Saddle Creek development, Omaha, Nebraska.
- Construction observation and testing for steel and concrete retaining walls, grading, and paving for Wayne Bike Trail, Wayne, Nebraska.
- Construction observation and testing for the City of Lincoln 56th and Vine Storm Sewer Project in Lincoln, Nebraska.
- Construction observation for deep foundation pipe piles and sanitary sewer for Salt Valley Sewer in Lincoln, Nebraska.
- Construction observation for York Landfill, York, Nebraska.
- Construction observation of Hickman wastewater treatment plant, Hickman, Nebraska.
- Construction observation of utility and paving for Antelope Valley, Vine Street, Lincoln, Nebraska.
- Construction observation of Antelope Valley East Leg Bridge and J Street Bridge Construction in Lincoln, Nebraska.
- Construction observation of the MSE walls on the Antelope Valley project.

Dan Kowalski

OLSSON ASSOCIATES

Experience, Continued

- Construction observation of the cased boring under Burlington Northern Rail lines for the 22-inch fusion welded 22-inch HDPE chilled water line on the Antelope Valley project.
- Construction Observation of wastewater lagoons and lift station, Utica, Nebraska.

Restaurant/Office/Retail Facilities

- Construction observation and testing of deep foundation piles, grading, utilities, and pavement for Village Pointe Shopping Mall, Omaha, Nebraska.

Sanitary Sewer Collection Systems

- Construction observation for deep foundation pipe piles and sanitary sewer for Salt Valley Sewer in Lincoln, Nebraska.

Interceptor/Trunk Sewers

- Construction observation for deep foundation pipe piles and sanitary sewer for Salt Valley Sewer in Lincoln, Nebraska.

Watershed Planning/Studies/Improvements

- Construction observation and testing for the City of Lincoln 56th and Vine Storm Sewer Project in Lincoln, Nebraska.

Wastewater Treatment Plants and Pumping Stations

- Construction observation of Hickman wastewater treatment plant, Hickman, Nebraska.

UNIT COST RATES & ESTIMATE OF TOTAL COST

July 9, 2013

Testing Agency Name Olsson Associates

PROPOSAL FORM

Materials Testing and Special Inspection

West Haymarket Parking Deck No. 2&3

1- SOIL TESTING -		Deck 2 Estimated Amount				Deck 3 Estimated Amount				Assumptions
		Qty.	Unit	Rate	Amount	Qty.	Unit	Rate	Amount	
1	Soil Testing and Observation Labor - includes in-place field density testing/observation on structural fill, backfill, and utility backfill	25	Hour	\$44.00	\$1,100.00	30	Hour	\$44.00	\$1,320.00	
2	Trip Charge - (Includes Mileage/Truck Usage - No Labor)	25	Trip	\$8.00	\$200.00	30	Trip	\$8.00	\$240.00	
TOTAL PACKAGE 2		\$1,300.00				\$1,560.00				
2-REINFORCED CONCRETE TESTING -		Estimated Amount				Estimated Amount				
Qty.	Unit	Rate	Amount	Qty.	Unit	Rate	Amount			
1	ACI Technician and Observation Labor - includes Testing of one composite sample for fluid slump, air entrainment, and Temperature	100	Hour	\$44.00	\$4,400.00	120	Hour	\$44.00	\$5,280.00	Field tests required for each concrete set, not every truck
2	ICC Reinforcing Concrete Field Inspector - Observation of reinforcing steel prior to concrete placement	45	Hour	\$50.00	\$2,250.00	60	Hour	\$50.00	\$3,000.00	
3	Compressive Strength - Concrete	260	Each	\$13.00	\$3,380.00	320	Each	\$13.00	\$4,160.00	
4	Reserve Concrete Specimen - Storage	65	Each	\$5.00	\$325.00	80	Each	\$5.00	\$400.00	4"x8" Cylinder option used
5	Cold Weather Monitoring - includes periodic readings on placed thermocouples		Hour	NA			Hour	NA		
6	Thermocoupler - includes per unit loggers and use of reader.		Each	NA			Each	NA		
7	Trip Charge - (Includes Mileage/Truck Usage - No Labor)		Each	\$8.00		90	Each	\$8.00	\$720.00	
TOTAL PACKAGE 3		\$10,355.00				\$13,560.00				
3-PAVEMENT/EXTERIOR IMPROVEMENTS -		Estimated Amount				Estimated Amount				
Qty.	Unit	Rate	Amount	Qty.	Unit	Rate	Amount			
1	ACI Technician and Observation Labor - includes Testing of one composite sample for fluid slump, air entrainment, and Temperature	10	Hour	\$44.00	\$440.00	10	Hour	\$44.00	\$440.00	
2	Compressive Strength - Concrete	16	Each	\$13.00	\$208.00	20	Each	\$13.00	\$260.00	
3	Reserve Concrete Specimen - Storage	4	Each	\$5.00	\$20.00	5	Each	\$5.00	\$25.00	4"x8" Cylinder option used
4	Pavement Core Sampling - Labor and equipment use		Day	\$60.00			Day	\$60.00		
5	Pavement Core Thickness - Labor and equipment use		Day	\$15.00			Day	\$15.00		
6	Pavement Core Density (asphalt) - Labor and equipment use		Day	\$35.00			Day	\$35.00		
7	Pavement Core Compressive Strength (concrete) - Labor and equipment use		Day	\$25.00			Day	\$25.00		
8	Trip Charge - (Includes Mileage/Truck Usage - No Labor)	4	Each	\$8.00	\$32.00	8	Each	\$8.00	\$64.00	
TOTAL PACKAGE 4		\$700.00				\$788.00				
4-STEEL/PRECAST WELDING INSPECTIONS		Estimated Amount				Estimated Amount				
Qty.	Unit	Rate	Amount	Qty.	Unit	Rate	Amount			
1	Certified Welding Inspector	120	Hour	\$70.00	\$8,400.00	160	Hour	\$70.00	\$11,200.00	
2	ICC Structural Steel Welding and Bolting Inspector		Hour	\$70.00			Hour	\$70.00		
3	Certified NDT Technician		Hour	\$70.00			Hour	\$70.00		
4	Consumables - NDT equipments/supplies		Day	\$30.00			Day	\$30.00		
5	Trip Charge - (Includes Mileage/Truck Usage - No Labor)	30	Each	\$55.00	\$1,650.00	40	Each	\$55.00	\$2,200.00	
TOTAL PACKAGE 5		\$10,050.00				\$13,400.00				
5- MASONRY INSPECTIONS -		Estimated Amount				Estimated Amount				
Qty.	Unit	Rate	Amount	Qty.	Unit	Rate	Amount			
1	ICC Masonry Special Inspector - includes reinforcing observation, grout observation and casting compressive strength specimens		Hour	\$50.00			Hour	\$50.00		
2	Compressive Strength - CMU Block		Each	\$75.00			Each	\$75.00		
3	Compressive Strength - Block Prism		Each	\$125.00			Each	\$125.00		
4	Compression Tests - Grout		Each	\$30.00			Each	\$30.00		
5	Compression Tests - Mortar		Each	\$15.00			Each	\$15.00		
6	Trip Charge - (Includes Mileage/Truck Usage - No Labor)		Each	\$8.00			Each	\$8.00		
TOTAL PACKAGE 6										
6- PROJECT ADMIN. & MEETINGS		Estimated Amount				Estimated Amount				
Qty.	Unit	Rate	Amount	Qty.	Unit	Rate	Amount			
1	Project Engineer	3	Hour	\$115.00	\$345.00	5	Hour	\$115.00	\$575.00	
2	Project Manager	30	Hour	\$75.00	\$2,250.00	45	Hour	\$75.00	\$3,375.00	
3	Laboratory Manager	3	Hour	\$75.00	\$225.00	5	Hour	\$75.00	\$375.00	
4	Administration-Clerical	10	Hour	\$35.00	\$350.00	12	Hour	\$35.00	\$420.00	
5	Trip Charge - (Includes Mileage/Vehide Usage - No Labor)	10	Each	\$8.00	\$80.00	15	Each	\$8.00	\$120.00	
TOTAL PACKAGE 8		\$3,250.00				\$4,865.00				
7 - ADDITIONAL COSTS (Not listed above)		Estimated Amount				Estimated Amount				
Qty.	Unit	Rate	Amount	Qty.	Unit	Rate	Amount			
1	Batch Plant Observation		Hour				Hour	NA		
2	Periodic Structural Precast Concrete Plant Observations	8	Hour	\$50.00	\$400.00	8	Hour	\$50.00	\$400.00	
3	Technician Overtime - Weekdays		Hour				Hour	NA		
4	Technician Overtime - Saturday		Hour				Hour	NA		
5	Technician Overtime - Sunday		Hour				Hour	NA		
		NOTE: Additional Cost that should have been provided in other line items will not be approved.								
TOTAL PACKAGE 9		\$400.00				\$400.00				
		Total of Deck 2 Services:				Total of Deck #3 Services:				
		\$26,055.00				\$34,574.00				
TOTAL OF ALL SERVICES						\$60,629.00				

(Continued)

This Proposal is Submitted by: Olsson Associates
Contact Person Andrew Phillips
Contact Person Telephone Number 402.474.6311
Date: 7.27.13

Compensation

It is Olsson's understanding that testing and inspection services performed for the West Haymarket Parking Deck #2 and #3 Special Inspections project will be invoiced on a Time and Material expense basis. Per the RFP, the following project cost estimate and individual rates have been established based on the project specifications. The rates listed on the required spreadsheet will remain the same for the duration of the project.

While some firms provide a lower hourly rate for field services, hidden fees in the laboratory testing, supplies and overhead are often included. Olsson's has listed out all anticipated laboratory testing and the per unit rate attached, along with any overhead costs that will be anticipated. No additional units or costs outside of the given scope of fees will be invoiced without proper notification to the client and adjustment of scope of services to the agreement. In addition, while some firms enforce a two-hour minimum charge, we will only invoice for the actual time spent to perform the requested service.

Based on our understanding of the requested scope of services outlined in the project specifications, the contractors schedule and estimated quantities, we propose an estimated Time and Expense Cost of \$60,629.

Olsson Associates is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals.

We appreciate the opportunity to propose on this RFP and look forward to working with you. If during your review of the proposal you should have any questions, require additional information or would like clarification on any portion of the submittal please contact Kelly Splittgerber at 402.326.4869 or the office at 402.474.6311.

EXHIBIT B

Intentionally Omitted

EXHIBIT C

Intentionally Omitted

EXHIBIT D

Other Contract Documents

Approved by Law
8-13-2013

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

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

Construction Performance Bond
Construction Payment Bond

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

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

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

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

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

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

B. COMPLETING THE FORMS

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

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

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

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

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

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal
Place of Business):

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

CONSTRUCTION CONTRACT

Date:
Amount:

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

BOND
Date:
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal) SURETY
Company:

(Corp. Seal)

Signature: _____
Name and Title: Name and Title:

Signature: _____

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

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

CONSTRUCTION CONTRACT

Date:
Amount:

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

BOND
Date:
Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

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

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

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

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

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

1. INDEMNIFICATION

A. Indemnification of JPA

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

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

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

2. INSURANCE GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

3. INSURANCE REQUIREMENTS

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

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

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

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

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

C. Commercial General Liability Insurance.

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

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

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

D. Vehicle liability insurance coverage.

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

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

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

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

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

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

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

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

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

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

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

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

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

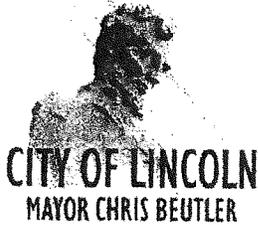
5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

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

6. PROPERTY INSURANCE/ BUILDER'S RISK.

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

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CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

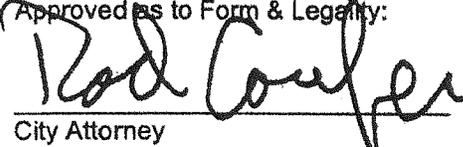
under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period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

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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

City Attorney

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

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

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

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

TITLE: _____

State of Nebraska)
) ss.
County of _____)

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

Notary Public

29 C.F.R. § 5.5

Code of Federal Regulations Currentness

Title 29. Labor

Subtitle A. Office of the Secretary of Labor

Part 5. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

Subpart A. Davis-Bacon and Related Acts Provisions and Procedures

➔ § 5.5 Contract provisions and related matters.

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

(1) Minimum wages.

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

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

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

the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees--

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

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

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140, 1215-0040
(a)(3)(ii)(A)	1215-0140
(c)	1215-0140, 1215-0040

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

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

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

NOTES OF DECISIONS

29 C. F. R. § 5.5, 29 CFR § 5.5

Current through December 15, 2011; 76 FR 77913.

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END OF DOCUMENT

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>

General Decision Number: NE130065 07/19/2013 NE65

Superseded General Decision Number: NE20120072

State: Nebraska

Construction Type: Building

County: Boone County in Nebraska.

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

Modification Number	Publication Date
0	01/04/2013
1	02/15/2013
2	03/22/2013
3	04/19/2013
4	05/24/2013
5	06/14/2013
6	07/19/2013

BOIL0083-002 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 32.31	25.46

BRNE0001-005 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 24.53	11.02

CARP0444-006 07/01/2012

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 21.18	9.98

ELEC0265-003 09/01/2012

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

ZONE DEFINITIONS:

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

Lincoln

ELEV0028-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.09	25.185+a+b

FOOTNOTE:

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

* IRON0021-001 06/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.38	13.04

LABO1140-010 01/01/2013

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod).....	\$ 17.03	8.95

PLUM0016-003 06/10/2012

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 34.12	12.05

PLUM0464-019 05/26/2013

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation).....	\$ 32.94	14.59

* SFNE0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.10	17.62

SHEE0003-006 07/01/2012

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 31.71	13.34

SUNE2012-002 04/19/2012

	Rates	Fringes
CARPENTER, Excludes Drywall Finishing/Taping, and Drywall Hanging.....	\$ 17.39	3.13
CEMENT MASON/CONCRETE FINISHER...	\$ 17.80	1.34
DRYWALL FINISHER/TAPER.....	\$ 13.79	3.32
LABORER: Common or General.....	\$ 12.07	2.85
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.82	2.22
OPERATOR: Loader.....	\$ 16.58	0.94
ROOFER.....	\$ 14.52	0.65
TRUCK DRIVER: Dump, Lowboy and Tandem.....	\$ 14.56	1.68

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

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

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

Union Identifiers

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

example.

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

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

Non-Union Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION

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

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

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

DATED this ____ day of _____, 20__.

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

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

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

Notary Public

(SEAL)

RESOLUTION NO. WH- _____

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

3 That the attached Amendment No. 9 to the Agreement for Environmental Remediation
4 Consulting Services between Alfred Benesch & Company and the West Haymarket Joint Public
5 Agency to extend the contract period to 12/31/2014; install groundwater monitoring wells and
6 monitoring groundwater for the presence of free product in the vicinity of Parking Deck 1,
7 Canopy Lots and Hyatt Place under existing Task 8; prepare a final remedial action completion
8 report for the West Haymarket Redevelopment Site North (WHRSN) under existing Task 9; and
9 to provide sampling and remediation oversight and reporting for the former Alter North Property
10 and JayLynn Property under new Task 28, for an additional amount of \$107,677.46, is hereby
11 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
12 Representatives is hereby authorized to execute said Amendment No. 9 on behalf of the JPA.

13 The City Clerk is directed to return a fully executed original of Amendment No. 9 to
14 Alfred Benesch & Company, Attn: Chin Lim, 825 J Street, Lincoln, NE 68508.

15 Adopted this _____ day of August, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler

Tim Clare

Doug Emery

AMENDMENT NO. 9
to the AGREEMENT for
ENVIRONMENTAL REMEDIATION CONSULTING SERVICES
between ALFRED BENESCH & COMPANY
and the
WEST HAYMARKET JOINT PUBLIC AGENCY
WEST HAYMARKET ENVIRONMENTAL REMEDIATION PROJECT
Specification No. 10-083

This Contract Amendment is made by and between Alfred Benesch & Company (Consultant), and the West Haymarket Joint Public Agency, hereinafter called JPA, this _____ day of _____ 2013 and approved by Resolution No. _____.

WHEREAS, it is the mutual desire of the parties hereto to amend the Agreement to provide professional services associated with the West Haymarket Environmental Remediation Contract which was entered into with the City of Lincoln on July 15, 2010 by Executive Order No. 083296 to provide environmental remediation consulting services. Such agreement was approved by the JPA under Resolution *WH-JPA Resolution for Assignment and Assumption Agreements* on July 22, 2010.

The general description of work covered by this Amendment shall include extending the contract period to 12/31/2014; installing groundwater monitoring wells and monitoring groundwater for the presence of free product in the vicinity of Parking Deck 1, Canopy Lofts and Hyatt Place under existing Task 8; preparing a final remedial action completion report for the West Haymarket Redevelopment Site North (WHRSN) under existing Task 9 and providing sampling and remediation oversight and reporting for the former Alter North Property and JayLynn Property under new Task 28.

A detailed breakdown of the scope and fee for this amendment is included in the attached "**Amendment No. 9 to Scope of Services.**"

The total estimated fee for completion of the work associated with this Amendment is **\$107,677.46**, which increases the total not-to-exceed contract amount from **\$2,153,680.71** to **\$2,261,358.17**.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended to include the services as described in the attached "**Amendment No. 9 to Scope of Services.**"

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

West Haymarket Joint Public Agency

Title: _____

Environmental Consultant – Alfred Benesch & Company

By: _____
Title: _____

Attachment:

Amendment no. 9 to Scope of Services

Amendment No. 9 to Scope of Services

Qualified Environmental Consultants

Haymarket Environmental Remediation Services - Specification no. 10-083

On July 15, 2010, Alfred Benesch & Company (Consultant) entered into an agreement with the City of Lincoln under EO 083296 to provide environmental remediation consulting services. 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. 9 includes extending the contract period to 12/31/2014; installing groundwater monitoring wells and monitoring groundwater for the presence of free product in the vicinity of Parking Deck 1, Canopy Lofts and Hyatt Place under existing Task 8; preparing a final remedial action completion report for the West Haymarket Redevelopment Site North (WHRSN) under existing Task 9 and providing sampling and remediation oversight and reporting for the former Alter North Property and JayLynn Property under new Task 28.

Task 8 – T-200 Investigation

Current Contract Authorized Fee – Time and Material – Cost Not to Exceed \$105,465.00

Supplemental Request: Supplemental monitoring and reporting is required to install and monitor six (6) groundwater monitoring wells and completion of groundwater monitoring reports to the NDEQ under the Petroleum Remediation Program. Specifically NDEQ has requested construction/installation of six (6) groundwater monitoring wells in the Block 1 North (Canopy Loft) Area, Block 1 Southeast (Hotel) Area, and West (Deck 1) Area of the WHRSN to monitor the remaining areas of apparent free product after the “Big Dig” soil excavation. These wells will require monitoring for free product for four consecutive quarters. Quarterly and final reporting to NDEQ will be conducted.

Additional fees of **\$21,608.46** are requested to complete this supplemental work as detailed below bringing the total authorization for Task 8 to **\$127,073.46**.

ITEM/DESCRIPTION	T-200 RATE	Task 8	
		T-200 Investigation - Post Remediation Monitoring	
LABOR		HRS	\$\$
Project Manager	\$140.00	16	\$2,240
Environmental Scientist	\$96.00	40	\$3,840
Sr. Technician	\$87.00	30	\$2,610
Technician	\$67.00	30	\$2,010
GIS/Data Management	\$108.00	12	\$1,296
TOTAL LABOR (HRS/\$)		128	\$11,996
EXPENSES		UNITS	\$\$
Travel/Mileage	\$0.56	200	\$111
Water Level Indicator	\$50.00	15	\$750
Sub - Meter GPS Equipment	\$50.00	1	\$50
Drilling Services (Monitoring Wells Installation)	\$2,000.00	6	\$12,000
Drill Cutting Disposal	\$500.00	1	\$500
Well Registration	\$50.00	6	\$300
Misc. Equipment	\$300.00	1	\$300
TOTAL EXPENSES			\$14,011
TOTAL TASK/ACTIVITY			\$26,007

As of August 13, 2013, Task 8 had available balance of \$4,398.54. The total funding request adjusted for available balance is then \$26,007.00 - \$4,398.54 = **\$21,608.46**.

Task 9 – VCP RAR

Current Contract Authorized Fee – Time and Material – Cost Not to Exceed \$42,360.44

Supplemental Request: NDEQ requires preparation and submittal of a “Remedial Action Completion Report” under the VCP to document that all activities proposed to be completed under the approved Remedial Action Work Plan (April,2012) for the West Haymarket Redevelopment Site North (WHRSN) have been completed. This task will include review of all construction performed to date in the WHRSN including the Arena, Core Area Roadway and other public and private projects to verify the minimum soil cover and/or contaminated soil removal has been completed. A discussion of the institutional controls (ICs) to be implemented at the site will be included but the scope of work and fee does not include preparation of the actual IC documentation which will be prepared and implemented by City of Lincoln personnel.

Additional fees of **\$21,312.00** are requested to complete this supplemental work as detailed below bringing the total authorization for Task 9 to **\$63,672.44**.

ITEM/DESCRIPTION	RATE	Task 9	
		VCP RAP - Final Report	
LABOR		HRS	\$\$
Project Manager	\$140.00	32	\$4,480
Senior Environmental Scientist	\$132.00	80	\$10,560
Geochemist/Data Specialist	\$132.00	8	\$1,056
GIS/Data Management	\$108.00	40	\$4,320
WP Support/Accounting	\$56.00	16	\$896
TOTAL LABOR (HRS/\$)		176	\$21,312
EXPENSES		UNITS	\$\$
TOTAL EXPENSES			\$0
TOTAL TASK/ACTIVITY			\$21,312

Task 28 – “N” Street North Remediation and Reporting

The NDEQ and EPA have tentatively approved a Remedial Action Plan (RAP) for the Alter North parcel and Interim Remedial Measure (IRM) for the JayLynn parcel of the West Haymarket Redevelopment Site South (WHRSS). Benesch is currently working with the City/JPA to finalize bid plans and specifications for the combined remediation projects. Supplemental funding for additional scope items is required for Benesch to update the Quality Assurance Project Plan (QAPP) for WHRSS investigation and remediation activities, conduct additional minor site sampling/characterization duties, oversee excavation and backfilling activities (including post-excavation sampling and analysis) and providing remedial action completion reporting for the two parcels.

The total projected fees for this task are estimated at **\$64,757.00** as detailed below:

ITEM/DESCRIPTION	RATE	Task 28	
		"N" Street North Remediation and Reporting	
LABOR		HRS	\$\$
Project Manager	\$140.00	32	\$4,480
Senior Environmental Scientist	\$132.00	96	\$12,672
Senior Environmental Scientist QC	\$132.00	4	\$528
Environmental Scientist	\$96.00	116	\$11,136
Geochemist/Data Specialist	\$132.00	64	\$8,448
Senior Technician	\$87.00	96	\$8,352
Technician	\$67.00	30	\$2,010
GIS/Data Management	\$108.00	48	\$5,184
WP Support/Accounting	\$56.00	16	\$896
TOTAL LABOR (HRS/\$)		502	\$53,706
EXPENSES		UNITS	\$\$
Travel/Mileage	\$0.56	200	\$111
Sub - Meter GPS Equipment	\$50.00	4	\$200
Drilling Services (Geoprobe)	\$2,000.00	3	\$6,000
Misc. Supplies	\$200.00	2	\$400
PCB Field Kits	\$40.00	21	\$840
Lab Expenses	\$3,500.00	1	\$3,500
TOTAL EXPENSES			\$11,051
TOTAL TASK/ACTIVITY			\$64,757

RESOLUTION NO. WH- _____

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

3 That the attached Proposed Operating Budget for September 1, 2013 to August 31, 2014
4 is hereby adopted as the West Haymarket Joint Public Agency Operating budget for FY
5 2013/2014.

6 Adopted this _____ day of _____, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Doug Emery

**West Haymarket Joint Public Agency
Proposed Operating Budget
September 1, 2013 to August 31, 2014**

Expenditure Budget	2012-13 Adopted	2013-14 Proposed
Operating Expenditures		
Personnel Costs - Transfer to the City of Lincoln		
Assistant City Controller	\$ 106,598	\$ 111,367
Assistant City Attorney	111,057	118,712
Assistant Purchasing Agent	81,080	87,090
City Treasurer Staff-Occupation Tax Collection	38,745	40,394
Accountant-Occupation Tax Collection/Audit	26,465	40,562
Public Works Administrative Support	7,000	7,000
Total Personnel Costs	<u>\$ 370,945</u>	<u>\$ 405,125</u>
Materials and Supplies	\$ 2,810	\$ 1,950
Services		
Miscellaneous Contractual Services	\$ 107,592	\$ 83,215
Premium Seat Husker Tickets		263,000
SMG pre-opening expense reimbursement		200,000
SMG pouring rights reimbursement		285,000
Parking Management Services		660,000
Project Administrator	53,000	21,000
Insurance		122,400
Public Official's Liability Insurance	27,000	31,700
District Energy thermal services		1,552,010
Arena Sales Commissions		1,200,000
JPA share of downtown maintenance		34,000
Amtrak Station maintenance and utilities	15,700	24,200
Other Services	6,933	13,773
Total Services	<u>\$ 210,225</u>	<u>\$ 4,490,298</u>
Total Operating Expenditures	<u>\$ 583,980</u>	<u>\$ 4,897,373</u>
Other Expenditures		
Debt Service		
Interest	15,117,520	\$ 15,697,520
Trustee Service Charges	1,996	2,420
Total Debt Service	<u>\$ 15,119,516</u>	<u>\$ 15,699,940</u>
Transfer to City-Turn Back Tax Bond Interest		851,133
Total Expenditure Budget	<u><u>\$ 15,703,496</u></u>	<u><u>\$ 21,448,446</u></u>
Sources of Funds		
Occupation taxes	\$ 11,803,218	\$ 11,864,347
Federal subsidy of debt payments	3,900,278	3,560,953
Private Developer thermal energy payments		968,046
Arena Revenues		2,476,900
Arena Sponsorships		750,000
Parking Revenues		1,241,600
UNL Rent		325,000
Amtrak Station Rent		37,600
Interest on cash balances		224,000
Total - Sources of Funds	<u><u>\$ 15,703,496</u></u>	<u><u>\$ 21,448,446</u></u>