AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, OCTOBER 24, 2019 AT 2:30 P.M.

CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH STREET
LINCOLN, NE 68508

1. Introductions and Notice of Open Meetings Law Posted by Door

2. Public Comment and Time Limit Notification Announcement

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

3. Approval of the minutes from the JPA meeting held September 26, 2019.
   - (Staff recommendation: Approval of the minutes as presented)

4. Approval of September 2019 Payment Register and review of the September 2019 Expenditure Reports. (Brandon Kauffman)
   - Public Comment
   - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Reports).

5. WH 19-30 Resolution authorizing payment to the City of Lincoln for reimbursement of the Canopy Street canopy restoration costs in the amount of $160,000.00. (Brandon Kauffman)
   - Public Comment
   - (Staff recommendation: Approval)

6. WH 19-31 Resolution authorizing the Chairperson to enter into a Contract with K2 Construction to replace the heating loop glycol at the Pinnacle Bank Arena, for a sum not to exceed $41,552.50, pursuant to Bid No. 19-251. (Tom Lorenz)
   - Public Comment
   - (Staff recommendation: Approval)

7. WH 19-32 Resolution authorizing the Chairperson to enter into a Contract with Nemaha Landscape Construction for Line Item 1, Olsson Streetscape Improvements, for a sum not to exceed $224,800.00, pursuant to Bid No. 19-245. (Adam Hoebelheinrich)
   - Public Comment
   - (Staff recommendation: Approval)

8. Set Next Meeting Date: The next meeting date will be Monday, November 25, 2019 at 3:00 p.m. in the County-City Building, Council Chambers, First Floor.

9. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
September 26, 2019

Meeting Began At: 2:30 P.M.

Meeting Ended At: 3:34 P.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tammy Ward

Item 1 - Introductions and Notice of Open Meetings Law Posted by Door
Gaylor Baird advised that the open meetings law posted at the entrance to the room is in effect.

Item 2 - Public Comment and Time Limit Notification
Gaylor Baird advised individuals from the public are given a total of five-minutes for public comment on specific items listed on today's agenda and those testifying should identify themselves for the record.

Item 3 – Approval of the minutes from the JPA meeting held August 22, 2019
Clare moved approval of the minutes as presented. Ward seconded the motion. Motion carried 3-0.

Item 4 - Approval of August 2019 Payment Register and Review of August 2019 Expenditure Reports (Brandon Kauffman)
Brandon Kauffman, JPA Treasurer, stated in reviewing the August 2019 payment register the operating budget had $487,113.14 in operating expenditures with the major payments consisting of the 4th Quarter payment to the City of $98,438.50 for City staff support for the JPA; a payment for parking garage management of $137,920.99; arena repair/maintenance/CIP payments of $27,608.85 for general maintenance on items such as food and beverage equipment, IT, escalators, etc.; and a payment to the DEC of $214,637.85 for thermal heating and cooling of which the JPA pays about 31% or $66,000.00 and then 69% approximately $148,000.00 is billed to West Haymarket private customers. Clare asked if the City staff time was recorded and accurately reflected in this report. Kauffman explained that the last time the City budget was developed staff time was looked at and various metrics were utilized to come up with the budgetary figures to determine how much staff time the City is charging to the JPA.

Kauffman stated there were some small payments in the capital budget totaling $3,917.80 and that steps are being taken to close out the capital budget by moving items that come up to the operating budget so eventually the capital budget can be closed out completely.

Kauffman stated the financial reports for the JPA for the period ending August 31, 2019 reflect revenues of $32,427,550.00 and expenditures of $26,843,793.32, for an annual surplus of $5,583,756.68 and an ending balance of $44,927,476.19. He explained as originally planned the JPA has a healthy balance built up in order to pay the bond payments. Kauffman stated the Pinnacle Bank Arena Income Statement for the ten months ending July 31, 2019 shows total revenues for Pinnacle Bank Arena of $5,671,612.00 and total expenditures of $4,919,671.00 for

a surplus of $751,941.00 and an ending balance of $976,488.00 in retained earnings with one more month left to report in its year-end financial statement.

As of August 31, occupation taxes were up 3.43% and remain ahead of the original projections by 27% corresponding with the year 2031.

Jane Kinsey, Watchdogs of Lincoln Government, asked how many times a year the City is reimbursed for staff work. Kauffman stated there are 4 quarter allotments. Kinsey asked why the arena isn't paying its own bills. Kauffman explained this was initially set up so that 1) more money goes to the JPA to ensure that the revenue was available to pay off the bonds and 2) the Board has more control over what is paid back to the arena. He explained the arena's goal is to set a balanced budget to break even or make a profit on an annual basis.

Mike Stroup, chair of the Pinnacle Bank Arena Advisory Board, commented that as of the meeting held earlier this month, it is the Advisory Board's opinion that they are satisfied with the expenditures and the financial management of the Pinnacle Bank Arena.

There being no further discussion or public comment, Clare moved approval of the payment register. Ward seconded the motion. Motion carried 3-0. No action was required on the Expenditure Reports.

Item 5 - WH 19-26 Resolution authorizing the Chairperson and/or Purchasing Agent to enter into a Contract or issue a purchase order to the lowest responsible bidder, Americom Communications Corporation, for the purchase and installation of a Video Surveillance System and Security Cameras for the Pinnacle Bank Arena, for a sum not to exceed $88,816.00, pursuant to Bid No. 19-216. (Tom Lorenz/Bob Walla)

Tom Lorenz, General Manager of the Pinnacle Bank Arena, stated they are requesting authorization to replace the security camera system. The initial system was installed when the building opened and has servers that store recorded material and process retrieval of the recorded material. Approximately 75 cameras are currently installed. Lorenz explained the City uses an Avigilon system in multiple areas throughout the City. The bid was focused on the Avigilon system and was a generic bid requesting a specific number of cameras, two servers, and software that goes with it. This was the lowest bid. The new system will add 6 more cameras to the outside and 4-5 cameras inside arena. He explained it is important to have cameras to watch what goes on inside to protect the arena from theft and false claims. The cameras outside run 24/7 to watch the exterior for any vandalism or accidents. Lincoln Police Department has asked for video feed from the cameras outside to help protect the City in the Haymarket area. This system will allow the arena to provide the requested feeds. Putting this system into place will allow them to continue to protect the patrons, property, and outside areas.

Clare commented security on the inside will protect the patrons going to the shows and the performers. Lorenz stated cameras are not installed in the dressing rooms, but are located in the hallways, concessions, and box office. Backstage they are able to monitor what comes in and out. A walk through was done with Homeland Security. They liked the cameras currently in place but pointed out areas that could be beefed up. Lorenz explained now that the current system is at the end of its life, we are able to expand and cover the areas suggested by Homeland Security. Clare asked if this provides for security best practices. Lorenz agreed and stated this system is used across the country now and throughout many areas in Lincoln already. He

explained how there was a bike theft outside the arena across the street that was captured on camera and they were able to share this feed with the police in order for them to complete the investigation. Clare asked if the cameras already in place are useless. Lorenz explained the 75 cameras that currently exist will be integrated into the new system so they will not be replaced. He stated only a few cameras are being added to the 75 already in place. Gaylor Baird asked if storage was an issue. Lorenz stated it is and explained when the current system was new information could be stored for about 60 days. This system is slowly going out of life, storage is limited, and it needs rebooted on a constant basis. The new software on the new servers will have a much larger capacity to store information for longer periods of time. This becomes useful if there is an insurance claim that may come in 2-3 months later. They can go back and look to see what actually happened.

Kinsey asked whose idea this was. Lorenz explained this is part of best practices when the arena was initially built to have the cameras installed. Throughout every arena and major sports facility around the country security cameras are used as part of best practices. The arena has a security office that allows them to capture all of the images and screens are monitored to watch multiple areas throughout the building to help protect the property, customers, and patrons. Kinsey asked why this is necessary now after five years. Lorenz stated the arena has ongoing events that need to be captured as new people are coming into the arena every day. For example, Lorenz explained that today there is a load in for a basketball event with stage hands coming into the arena and around 13,000 patrons coming on Friday to the event. He stated it captures images in real time so they can be reviewed. He further explained that if there was another event the next day there would be a completely set of different people coming through so they need to continue to gather information. Lorenz stated this system isn't working anymore so it is being replaced using much of the existing infrastructure and upgrading it to the newest technology.

Stroup stated that Lorenz presented this information to the Pinnacle Bank Advisory Board and the Board agrees with this transaction. He commended the legal, financial, and purchasing staff for how they operate and help the Pinnacle Bank Arena.

Clare commented that it is important as technology evolves that we continue to look at the technology to make sure the safety of the patrons, performers, teams, and community are protected. As technology has changed in the last five years, new things have come up in best practices.

Gaylor Baird commented as an added benefit of security this helps protects us financially in cases of insurance claims.

There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 6 - WH 19-27 Resolution approving a Consultant Agreement for a sum not to exceed $30,000.00 between the West Haymarket JPA and Piper Jaffray to serve as the registered municipal financial advisor for General Obligation Facility Refunding Bonds, Taxable Series 2019. (Brandon Kauffman)

Kauffman stated this is a Contract with Piper Jaffray to save money on interest payments from two series of outstanding bonds. In order to do this, a municipal bond advisor is needed. The municipal advisor's role is to monitor the market and to help with refinancing the bonds. The contract is a professional services contract, so it is not required to be bid, however, to ensure best practices he received proposals from four different firms. Piper Jaffray was the lowest bidder at $30,000.00 and Scott Keene with Piper Jaffray has helped with the issuance of the bonds since the inception of the JPA.

Kinsey asked if the only reason is to save money. Kauffman explained it is to save on interest payments. Kinsey commented it is good to save the taxpayers money.

There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 7 - WH 19-28 Resolution authorizing the issuance of not to exceed $125,400,000 aggregate principal amount of General Obligation Facility Refunding Bonds, Taxable Series 2019; prescribing the form and details of such bonds; providing for the application of revenues received from the City of Lincoln, Nebraska and the levy and collection of an annual tax for the purpose of paying the principal off and interest on such bonds as they become due; and authorizing certain other documents and actions in connection therewith. (Brandon Kauffman)

Kauffman stated this is going to save the taxpayers money in the long term. He presented diagrams and explained the statement of revenue flows, and principal and interest payments for the four outstanding bonds through 2045. He explained we have been paying a small amount on the bond principal, but this will step up in 2021 and again in 2022. On an annual basis, they look at refunding opportunities based on the treasury yield. He reviewed a graph showing the 30-year treasury yield for bonds. Right now we are at historic all time lows which makes it a prime opportunity to refund two series of the bonds to lower the annual debt service payments. Kaufman explained the JPA issued four series of bonds, two in 2010, one in 2011, and one in 2013 for a total of $328,000,000. The weighted average interest rate for the bonds was 3.8%. Clare commented the JPA originally budgeted the bonds at an interest rate of 5%. Based on the current market, Kauffman stated the average rate can be lowered to 3.2%. The 2011 bonds are at 4.25% and based on the current market this could drop to 2.7%. The 2013 bonds are at 4% and are estimated to be refinanced at 2.73%. The drop in interest rate is what saves the JPA money long term. Kauffman stated they are recommending taxable bonds which is different from what was originally issued. In 2017 there were changes in the tax law that don't allow municipalities to issue tax exempt bonds on an advanced refunding basis. Advanced refunding means issuing bonds prior to the call date. The call date on the 2011 bonds had a ten-year call date making them callable in 2021 and the 2013 series is callable in 2023. Clare commented this means the JPA cannot make advance additional principal payments on the bonds until those dates. Kauffman stated that the bonds will be issued and then the money will sit in an escrow account until they are callable in 2021 and 2023 and then the bonds will be paid in full. Since the new tax law in 2017, the spread between taxable and tax-exempt bonds has thinned considerably which opened the door to a lot of municipalities looking at the opportunity to refund on an

advance basis with taxable bonds. This benefits the JPA because tax-exempt bonds carry limitations on the amount of private activity allowed. Currently the JPA remains tax compliant, but suites, dedicated parking, or sale of land the IRS considers private activity from a tax-exempt stance. The taxable bonds will benefit the JPA primarily because the JPA will have a lot more flexibility in how the parking garages are managed and how the JPA promotes economic development by guaranteeing parking. The Government Finance Officer Association recommends a 5% minimum savings threshold to look at for advance refunding. Based on the current market, we are at 15.4% net present value for the savings which is well over the 5% threshold. The 15.4% equals $15.4 million in net present value savings. That's $21.7 million over the life of the bonds. A 5% minimum threshold was also recommended for the 2013 series advanced refunding. Currently, we are at 7.31% based on the net present value which is about $1.9 million in net present value savings or $2.71 million over the life of the bonds. The Resolution before the Board gives the Treasurer the authority to watch the market. If the market moves against us, then the JPA won't issue a refunding. There is flexibility built in to ensure that if the bond rates aren't attractive, they will not issue them.

There are costs to issue the bonds. Those costs are typically rolled into the overall financing. Since the state law changed, we are not allowed to roll those costs into the overall financing because it would increase the par value over what is currently outstanding. The costs involved include the cost of issuance of $1,260,570.00 that pays for the underwriter's discount, bond counsel fees, municipal advisor fees, rating agency fees, escrow fees, and anything else that cost money to issue the debt. In addition, there are some negative carrying costs that are usually financed but cannot be in this case. The negative carrying costs come from when the bonds are put into the escrow account and are invested. Money is earned on the investments until the call date. However, the two outstanding bonds have a 4% and a 4.25% interest rate. The JPA has to pay the people who bought the bonds at those rates until the call date, at the same time interest is being earned on the escrow account is only around 1.3%. The difference between what has to be paid and what is being earned in the escrow account is the negative carrying cost. The negative carrying cost will be around $7,164,430.00. In order to refinance the bonds, a cash contribution will have to be made up front of $8,425,000.00. It is beneficial for the JPA to go ahead and issue these bonds in order to get the long-term savings. Clare commented that by doing this now, the JPA will have a net present value savings of $17 million and carrying costs of $8 million and asked for confirmation of what the total savings is for the taxpayers. Scott Keene, Piper Jaffray, stated the $17.1 million net present value savings is after all of the costs are paid which includes the negative carrying costs. Kauffman presented a graph of the JPA's cash reserves projected over the long-term of the JPA until 2045/2046 when the final bond payments will be made. At the end of 2018/2019, $13 million is projected to be the surplus based on the adopted budget. With the refunding, it substantially changes the potential cash reserves of the JPA for the long-term. It also drops the reserve cash requirement amounts because the bond payments are dropping due to the interest savings. At the end of the JPA in 2045 with the refunding there will be about $119 million left at the end versus about $91 million without the refunding. This is a $28 million difference over the long-term of the JPA assuming it would end at 2045/2046. In the end, the refunding bottom line is the interest rates are going to drop from a 3.8% average to an estimated 3.2% average which from a net present value standpoint is going to save the JPA $17.3 million.

Kinsey asked if this saves $17 million and pays $8 million in costs. Kauffman explained in order to refinance the bonds the JPA has to pay approximately $8,425,000.00. The savings of $17.3 million considers those costs and therefore the costs are already taken out of the savings. The JPA is paying $8,425,000 but it is not shown on the diagram. In reality, the JPA is saving $25.8 million minus the $8.4 million to show the true present value savings of $17.3 million after paying all costs. Kinsey asked if this was looked at for the JPA budget. Keene stated the budget was considered and this equates to approximately $1,150,000 per year in lower debt service payments through 2046.

Clare commented that the JPA originally budgeted for 5% and now we are down to 3.2% on $325,000,000. That's great work by Scott Keene and others, including Don Herz, and Steve Hubka.

Gaylor Baird commended everyone who worked on this. She stated they have exceeded expectations and is grateful for the finance team which identified this opportunity to save so much money for the JPA.

There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 8 – WH 19-29 Resolution approving a Contract between the West Haymarket JPA and DLR Group for the following design services: (1) the addition of a cable trench at the northwest arena vomitory at the event level, (2) the addition of a second ticket window at Advanced Ticket Sales, and (3) the addition of a new pair of doors to the curtain wall at the south lobby of the Pinnacle Bank Arena for an amount not to exceed $18,174.00.

Adam Hoebelheinrich, PC Sports, stated they have been working with SMG and the JPA to look at some additions that will help operations at the arena. Through this process they have worked out an agreement with DLR Group for this design work. This is an hourly not to exceed contract at a very reasonable rate. They are the team that designed the arena and have an integral knowledge of the facility. Lorenz explained three potential projects are not guaranteed. They are potentially projects that could make a difference on the operation. The first is for a cable trench in the northwest vomitory. Lorenz explained when they run power, they have 1800 amps of power upstage right. Bringing the power from the vaults to the stage runs across the concrete and this is where they load in all the equipment. Right now, it is covered with cable covers and some of the larger pieces of equipment that come off the trucks become very unstable as they roll over the covers. The idea is to cut into the concrete and put a cover over the top of that making rolling pieces of equipment safer. The cover will consist of steel that can withstand extreme weights like trucks that would come across there. The second idea is to add a second ticket window at the Advanced Ticket Sales within the arena. Inside the lobby there is only a single advance ticket window. For some of the shows, if they don't sell as well, management will move people from the 300 level to the 200 level. Patrons go to the advance ticket window and are given a new ticket in the 200 level. With a single window, it is a little bit slow so the idea is to create a second window. It is not a bearing wall so they are asking DLR to look at this and give them advice on how this can be done and what the potential costs would be. The third project is, within the outside curtain wall there are larger pieces of equipment that would be nice to be able to move in through a door in one of these window areas. At the end of October, the PBA will be the host site for the Helping Hands sculpture auction. Lorenz stated, it would be

nice to have a door through the curtain window that looks appropriate. None of these projects are set. DLR will come through, take a look, and use their expertise to help with drawings to get bids.

Kinsey asked if this is just for design services, what's it going to cost to alter the building? Hoebelheinrich stated the design is necessary in order to put an estimate together and then decide at that point if they want to proceed with the project.

There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 9 - WH 19-30 Resolution authorizing payment to the City of Lincoln for reimbursement of the Canopy Street canopy restoration costs in the amount of $160,000.00. (Brandon Kauffman)

Kauffman stated this is a Resolution authorizing the Treasurer to reimburse the City in the amount of $160,000 for the costs spent to finish the canopy. The canopy was envisioned within the original overall scope of the project; however, it didn't make sense to build the canopy until the Liner building was in place. Once the Liner building was in place, the City paid the costs to finish the canopy. Clare stated he would like to see an accounting that reflects what exactly was spent in order to reimburse the City. Kauffman stated he can get this information for the Board. Hoebelheinrich stated when this project was put together originally the JPA budgeted for this in the capital budget and the money is still sitting there. This was done as part of the City's Lumberworks project and they did receive an amount from the contractor and will provide this information to the Board. A brief discussion to delay this item occurred. Clare moved to delay this item until the next meeting, Ward seconded the motion. Motion carried 3-0.

Item 10 - Set Next Meeting Date

The next regular meeting is set for Thursday, October 24, 2019 at 2:30 p.m. in the City-County Building, First Floor, Council Chambers.

Item 11 – Motion to Adjourn

Ward moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:34 p.m.

Prepared by: Kasey Simonson, City Law Department

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
324566	Union Bank & Trust Company	WHJPA Series 2011	OP	195031	6233	Bd Trustee Pmt-Serv Chg	PV	2008599	424.00	09/11/19	607562
620086	Jay Fernau	Red 1 Garage REfund	OP	06096	4101	Refunds - Prior Year	PV	2006913	210.00	09/11/19	607563
620087	Tony Holloran	Green 2 Garage Refund	OP	06096	4101	Refunds - Prior Year	PV	2006914	31.25	09/11/19	607564
620088	Jason Thomas	Green 2 Garage Refund	OP	06096	4101	Refunds - Prior Year	PV	2006916	31.25	09/11/19	607565
620102	Chandler Wilhelm	Green 2 Garage Refund	OP	06096	4101	Refunds - Prior Year	PV	2007073	31.25	09/11/19	607566
620103	Alexa Pille	Blue 3 Garage Refund	OP	06096	4101	Refunds - Prior Year	PV	2007075	31.25	09/11/19	607567
37233	Olsson Inc	Olsson Project #019-1317	OP	06095	6135	Land	PV	2007836	556.50	09/12/19	141503
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2008595	592.79	09/12/19	141519
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2008596	205.72	09/12/19	141519
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2008597	45.54	09/12/19	141519
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2008602	109.12	09/12/19	141535
77921	County/City Property Management	JPA-CITY CONTROLLER 7/19	OP	06095	5261	Postage	PV	2007837	240.30	09/12/19	141536
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2007838	27.32	09/12/19	141565
102154	Public Building Commission	Asbestos survey 215 S 7th	OP	06095	6135	Land	PV	2007839	66.36	09/12/19	141568
102154	Public Building Commission	Space Rental 9/19	OP	06095	5928	Rent of Co/City Bldg Space	PV	2008604	86.10	09/12/19	141568
102154	Public Building Commission	Space Rental 9/19	OP	06095	5931	Parking Rent Bldg Comm	PV	2008604	8.75	09/12/19	141568
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 7/19	OP	06095	5870	Other Bldg Maintenance	PV	2007840	14,077.05	09/12/19	141697
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 7/19	OP	06095	6068	Concession Equipment	PV	2007840	2,163.99	09/12/19	141697
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 7/19	OP	06095	6069	Data Processing Equipment	PV	2007840	1,481.00	09/12/19	141697
604774	Pinnacle Bank Arena	Q1 Sponsorship/Op Increment	OP	06095	5643	Management Services	PV	2008605	281,540.50	09/12/19	141697
604774	Pinnacle Bank Arena	Q1 Sponsorship/Op Increment	OP	06097	5643	Management Services	PV	2008605	150,000.00	09/12/19	141697
616389	Midwest Office Automations	FD00 / 3475-01	OP	06095	5762	Photocopying	PV	2008150	22.09	09/12/19	141746
82350	Nebraska Department of Revenue	Waste Reduction Fee 7/18-6/19	OP	06095	5993	Fees Paid to State of NE	PV	2011698	25.00	09/25/19	608083
108417	Citizen Information Center	5 City TV WHJPA 8-22-2019	OP	06095	5952	Advertising/Media Serv	PV	2011699	130.00	09/25/19	608084
113806	City Treasurer	WHJPA credit card fees 8/19	OP	06095	5996	Credit Card/Bank Fees	PV	2011700	1,337.39	09/25/19	608085
620177	Taylor Drahota	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2009627	70.00	09/25/19	608086
620228	Sprious LLC	Blue 3 Garage Refund	OP	06096	4101	Refunds - Prior Year	PV	2011288	62.50	09/25/19	608087
620228	Sprious LLC	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2011288	140.00	09/25/19	608087
406174	BKD LLP	Client 0081643	OP	06095	5624	Auditing Service	PV	2011714	3,500.00	09/26/19	142294
588846	District Energy Corp	Customer ID WHM-JPA	OP	06095	5835	Thermal Heating & Cooling	PV	2011718	177,000.00	09/26/19	142331
588846	District Energy Corp	Customer ID WHM-JPA	OP	06095	5835	Thermal Heating & Cooling	PV	2011718	35,962.55	09/26/19	142331
604228	Robbins Inc	Order Number 194657	OP	06095	6076	Miscellaneous Equipment	PV	2011719	123,751.44	09/26/19	142359

Category: OP											
total									793,961.01		
37487	Dickey Hinds Muir	Retainage	PH1	870100	5621	Contractor Payments	OV	1933162	77.60	09/12/19	141504
37487	Dickey Hinds Muir	Retainage	PH1	870100	5621	Contractor Payments	OV	1933163	1,243.50	09/12/19	141504
37487	Dickey Hinds Muir	Retainage	PH1	870100	5621	Contractor Payments	OV	1942143	2,443.20	09/12/19	141504
37487	Dickey Hinds Muir	Retainage	PH1	870100	5621	Contractor Payments	OV	1963265	295.15	09/12/19	141504
37487	Dickey Hinds Muir	Retainage	PH1	870100	5621	Contractor Payments	OV	1963300	3,759.05-	09/12/19	141504
37487	Dickey Hinds Muir	#201908.007	PH1	870100	5621	Contractor Payments	OV	2008832	8,517.40	09/12/19	141504
37487	Dickey Hinds Muir	Retainage	PH1	870100	5621	Contractor Payments	OV	2008832	300.40-	09/12/19	141504
594773	Alfred Benesch & Company		PH1	870602	5628	Consultant Services	OV	2006884	2,414.74	09/12/19	141675
594773	Alfred Benesch & Company		PH1	870604	5628	Consultant Services	OV	2006884	2,333.74-	09/12/19	141675
610081	Kennedy/Jenks Consultants	Service to 2/22/19	PH1	870601	5628	Consultant Services	OV	2008837	2,196.67	09/12/19	141719

Category: PH1											
total									10,795.07		

Grand total									804,756.08		

Vendor Number	Vendor Name	Payment Remark	Cat	Business Unit	Purchase Order	Do Ty	Document Number	Amount	Check Date	Payment Number
605979	CEIA USA		OP	06095	00021058	PV	2011720	110,600.00	09/26/19	142364
605979	CEIA USA		OP	06095	00021058	PV	2011720	11,060.00	09/26/19	142364
605979	CEIA USA		OP	06095	00021058	PV	2011720	510.00	09/26/19	142364
605979	CEIA USA		OP	06095	00021058	PV	2011720	200.00	09/26/19	142364
605979	CEIA USA		OP	06095	00021058	PV	2011720	14,875.00	09/26/19	142364
605979	CEIA USA		OP	06095	00021058	PV	2011720	100.00	09/26/19	142364
605979	CEIA USA		OP	06095	00021058	PV	2011720	100.00	09/26/19	142364
605979	CEIA USA		OP	06095	00021058	PV	2011720	3,000.00	09/26/19	142364
								140,445.00		
Category: OP total										
								140,445.00		
Grand total										

As of September 30, 2019

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
00950 West Haymarket Revenue						
11 Materials & Supplies						
5221 Office Supplies	250.00		250.00			250.00
5261 Postage	2,500.00		2,500.00			2,500.00
5323 Bldg Maint Supplies	500.00		500.00			500.00
11 Materials & Supplies	3,250.00		3,250.00			3,250.00
12 Other Services & Charges						
5621 Misc Contractual Services	913,860.00		913,860.00			913,860.00
5624 Auditing Service	21,575.00		21,575.00	3,500.00		18,075.00
5628 Consultant Services	60,000.00		60,000.00			60,000.00
5631 Data Processing Service	2,543.00		2,543.00	201.21		2,341.79
5633 Software	236,130.00		236,130.00			236,130.00
5643 Management Services	2,716,462.00		2,716,462.00	431,540.50		2,284,921.50
5643.61 Deck 1 Mgmt Services	913,245.00		913,245.00			913,245.00
5643.62 Deck 2 Mgmt Services	494,805.00		494,805.00			494,805.00
5643.63 Deck 3 Mgmt Services	578,481.00		578,481.00			578,481.00
5683.04 Snow Removal	2,500.00		2,500.00			2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00			500.00
5685 VOIP Payments to I S	200.00		200.00	16.67		183.33
5762 Photocopying	500.00		500.00	22.09		477.91
5763 Printing	250.00		250.00			250.00
5783 General Liability	25,743.00		25,743.00	25,743.00		
5786 Property	176,702.00		176,702.00			176,702.00
5794 Public Officials	33,150.00		33,150.00	33,150.00		
5795 Misc Insurance Floater	935.00		935.00			935.00
5821 Electricity - Bldg & Grnds	9,500.00		9,500.00			9,500.00
5825 Natural Gas	1,600.00		1,600.00	19.50		1,580.50
5829 Telephone	1,350.00		1,350.00	109.12		1,240.88
5830 Water	1,425.00		1,425.00			1,425.00
5835 Thermal Heating & Cooling	3,040,000.00		3,040,000.00	212,962.55		2,827,037.45
5856 City Share Linc Center Maint	31,000.00		31,000.00			31,000.00
5862 Grounds Maintenance	18,000.00		18,000.00			18,000.00
5870 Other Bldg Maintenance	515,000.00		515,000.00			515,000.00
5928 Rent of Co/City Bldg Space	1,034.00		1,034.00	86.10		947.90
5931 Parking Rent Bldg Comm	105.00		105.00	8.75		96.25

As of September 30, 2019

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
00950 West Haymarket Revenue						
12 Other Services & Charges						
5952 Advertising/Media Serv	1,560.00		1,560.00	130.00		1,430.00
5988 Transfer of Funds	500,000.00		500,000.00			500,000.00
5993 Fees Paid to State of NE	25.00		25.00	25.00		
5996 Credit Card/Bank Fees	7,500.00		7,500.00	1,337.39		6,162.61
12 Other Services & Charges	10,305,680.00		10,305,680.00	708,851.88		9,596,828.12
13 Capital Outlay - Equipment						
6068 Concession Equipment	80,000.00		80,000.00			80,000.00
6069 Data Processing Equipment	54,079.00		54,079.00	54,072.29		6.71
6076 Miscellaneous Equipment	622,387.00	140,445.00	762,832.00	264,196.44		498,635.56
13 Capital Outlay - Equipment	756,466.00	140,445.00	896,911.00	318,268.73		578,642.27
14 Capital Outlay - Improvements						
6132 Buildings	850,000.00		850,000.00			850,000.00
6140 Grounds Improvements	825,000.00		825,000.00			825,000.00
6142 Sewer System	97,200.00		97,200.00			97,200.00
14 Capital Outlay - Improvements	1,772,200.00		1,772,200.00			1,772,200.00
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	2,620.00		2,620.00			2,620.00
6234 Bd Trustee Pmt-Principal	580,000.00		580,000.00			580,000.00
6235 Bd Trustee Pmt-Interest	16,168,646.00		16,168,646.00			16,168,646.00
15 Debt Service	16,751,266.00		16,751,266.00			16,751,266.00
00950 West Haymarket Revenue	29,588,862.00	140,445.00	29,729,307.00	1,027,120.61		28,702,186.39

As of September 30, 2019

		Total Budget	Expend.	Encumb.	Available Balance
00951 West Haymarket Capital Proj					
70090	West Haymarket Park				
870000 WH	General Coordination	6,733,501.51	6,687,061.60		46,439.91
870002 WH	General Coordination P3	528,000.00	540,541.25		12,541.25-
70090	West Haymarket Park	7,261,501.51	7,227,602.85		33,898.66
70091	Arena				
870100 WH	Arena	183,909,365.20	183,903,559.95		5,805.25
870101 WH	Arena Contingency	1,480,092.13			1,480,092.13
870203 WH	Arena Parking Garage	726,438.23	726,438.23		
70091	Arena	186,115,895.56	184,629,998.18		1,485,897.38
70092	Parking				
870201 WH	HymktPkLot,FestSp&PedGrdStr	15,033,683.68	15,033,683.68		
870202 WH	Parking Garage #1	14,067,207.27	14,067,207.27		
870204 WH	Parking Garage #2	203,400.39	203,400.39		
70092	Parking	29,304,291.34	29,304,291.34		
70093	Roads				
870301 WH	Charleston Bridge/Roadway	252,015.40	252,015.40		
870302 WH	"M"&"N" St,7th to 10th St	3,436,496.59	3,436,496.59		
870303 WH	USPS Parking Lot Reconstctn	696,053.96	696,053.96		
870304 WH	10th & Salt Creek Road Impr	3,436,720.69	3,436,720.69		
870305 WH	Core Area Roadway & Utility	14,890,418.47	14,788,752.27	1,296.62	100,369.58
870306 WH	Traffic Analysis	72,351.96	72,351.96		
870307 WH	Streetscape	2,586,338.83	2,586,338.83		
870308 WH	Sun Valley Blvd & West "O"	23,681.50	23,681.50		
70093	Roads	25,394,077.40	25,292,411.20	1,296.62	100,369.58
70094	Pedestrian Ways				
870401 WH	Plaza				
870402 WH	Canopy Phase II	1,510,961.05	1,377,755.55		133,205.50
70094	Pedestrian Ways	1,510,961.05	1,377,755.55		133,205.50

As of September 30, 2019

	Total Budget	Expend.	Encumb.	Available Balance
00951 West Haymarket Capital Proj				
70095 Utilities				
870501 WH Sanitary Sewer Relocation	1,492,905.32	1,492,905.32		
870502 WH Fiber Optic Comm & Other	506,034.95	506,034.95		
70095 Utilities	1,998,940.27	1,998,940.27		
70096 Environmental				
870601 WH NDEQ T-200	1,783,034.68	1,728,894.35	4,312.20	49,828.13
870602 WH Voluntary Clean-up Program	2,093,549.47	2,192,950.18		99,400.71-
870603 WH Environmental Contngy Pln	1,460,289.05	1,337,301.07		122,987.98
870604 WH Other/Miscellaneous	742,155.42	741,109.49	911.26	134.67
870605 WH Canopy Phase I-Lead Abatemt				
870606 WH Alter Brownfield Site	200,000.00	200,000.00		
870607 WH JayLynn/Watson/Alter N	200,000.00	200,000.00		
70096 Environmental	6,479,028.62	6,400,255.09	5,223.46	73,550.07
70097 Dirt Moving				
870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF				
870703 WH Initial Haymarket Site Prep	9,383,729.29	9,209,722.97		174,006.32
870704 WH Other Stormwater Mitigation				
70097 Dirt Moving	9,383,729.29	9,209,722.97		174,006.32
70098 TIF Improvements				
870800 WH TIF Improvements				
70098 TIF Improvements				
70099 Site Purchase				
870901 WH BNSF Land Acquisition	1,060,419.44	1,060,419.44		
870902 WH Alter Site Purchase	4,611,008.12	4,611,008.12		
870903 WH Jaylynn Site Purchase	1,702,838.21	1,702,838.21		
870904 WH UP Site Purchase	1,326,248.15	1,326,248.15		
870905 WH BNSF Const, Rehab, Reloc	47,671,698.85	47,671,698.85		
870906 WH Amtrak Station	2,369,425.17	2,369,425.17		
870907 WH UP Track Mod West of Bridge	1,225,231.66	1,225,231.66		

As of September 30, 2019

	Total Budget	Expend.	Encumb.	Available Balance
00951 West Haymarket Capital Proj				
70099 Site Purchase				
870908 WH Other Private Prop Acqstns	2,264,387.01	2,264,387.01		
70099 Site Purchase	62,231,256.61	62,231,256.61		
70100 Other Costs				
870951 WH ITS & Dynamic Message Signs	1,140,949.49	1,140,949.49		
870952 WH Community Space & Civic Art	1,500,000.00	1,342,114.85		157,885.15
870953 WH Breslow Ice Rink	2,000,000.00	2,000,000.00		
70100 Other Costs	4,640,949.49	4,483,064.34		157,885.15
70105 Bond Related Costs				
870975 WH Miscellaneous				
870976 WH Line of Credit	78,227.31	78,227.31		
870977 WH Series 1 JPA Debt	1,535,167.50	1,535,167.50		
870978 WH Series 2 JPA Debt	1,221,802.25	1,221,802.25		
870979 WH Series 3 JPA Debt	577,661.29	577,661.29		
870980 WH Series 4 JPA Debt	1,243,824.50	1,243,824.50		
70105 Bond Related Costs	4,656,682.85	4,656,682.85		
00951 West Haymarket Capital Proj	338,977,313.99	336,811,981.25	6,520.08	2,158,812.66

AND CHANGES IN FUND BALANCE
For the Period Ending September 30, 2019

	Current Fiscal Yr
Revenues:	
Occupation Taxes	1,485,799.70
Permits & Fees	560.00
DEC Customer Payments	147,441.91
Interest	46,187.42
Arena Premium Seat Revenue	502,319.88
Facility Lease & Other Rent	3,500.00
Parking Revenue	255,393.01
Sponsorship & Misc Revenue	<275.50>
Total Revenues	2,440,926.42
Expenditures:	
General Government	1,027,120.61
Total Expenditures	1,027,120.61
Excess (Deficiency) Of Revenues Over Expenditures	1,413,805.81
Other Financing Sources (Uses):	
Total Other Financing Sources (Uses)	
Excess (Deficiency) Of Revenues And Other Financing Sources Over Expenditures and Other Uses	1,413,805.81
Fund Balance Beginning Of Year	44,843,820.50
Fund Balance End Of Year	46,257,626.31

Pinnacle Bank Arena
Income Statement
For the Twelve Months Ending August 31, 2019

	Year to Date Actual	Annual Budget
EVENT INCOME		
Direct Event Income		
Rental Income	$ 1,130,267	$ 1,266,000
Service Revenue	2,581,114	2,919,570
Service Expenses	(3,326,079)	(4,039,217)
Total Direct Event Income	385,302	146,353
Ancillary Income		
F & B Concessions	1,385,444	1,749,948
F & B Catering	355,782	298,018
Novelty Sales	148,831	153,108
F & B Premium	222,816	111,057
Parking	350,445	300,202
Total Ancillary Income	2,463,318	2,612,333
Other Event Income		
Premium	134,886	126,850
Ticket Commissions	878,502	535,238
Facility Fees	370,026	318,927
Total Other Event Income	1,383,414	981,015
Total Event Income	4,232,034	3,739,701
Other Operating Income	1,209,288	1,144,881
JPA Operational Increment	600,000	600,000
Adjusted Gross Income	6,041,322	5,484,582
INDIRECT EXPENSES		
Salaries & Wages	4,153,078	4,062,750
Payroll Taxes & Benefits	954,840	1,004,617
Labor Allocations to Events	(1,715,249)	(1,608,735)
Net Salaries and Benefits	3,392,669	3,458,632
Contracted Services	3,114	4,800
General and Administrative	318,270	341,800
Operating	75,820	88,250
Repairs & Maintenance	2,875	6,300
Operational Supplies	137,826	151,000
Insurance	201,680	196,800
Utilities	1,031,587	1,025,000
Other	7,555	0
SMG Management Fees	211,926	212,000
Total Indirect Expenses	5,383,322	5,484,582
Net Income (Loss)	658,000	0
Beginning Retained Earnings	224,547	224,547
Net Income (Loss)	658,000	0
Ending Retained Earnings	$ 882,547	$ 224,547

WH 19-30 Introduce: 9-26-19

RESOLUTION NO.

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

That reimbursement to the City of Lincoln in the amount of $160,000.00 for the Canopy Street canopy restoration costs is hereby approved for payment.

The City Clerk is directed to send a copy of this Resolution to Brandon Kauffman, JPA Treasurer and City Finance Director, to remit payment in the amount of $160,000.00 to the City of Lincoln.

Adopted this _____ day of September, 2019.

Introduced by:

_____

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

_____
Legal Counsel for
West Haymarket Joint Public Agency

_____
Leirion Gaylor Baird

_____
Tim Clare

_____
Tammy Ward

INVOICE

City of Lincoln

Urban Development Department
555 S 10th Street, Suite 205
Lincoln, NE 68508
Phone 402.441.7860 Fax 402.441.8711

DATE: September 17, 2019
INVOICE # 190917

West Haymarket Joint Public Agency
555 S 10th, Room 103
Lincoln, NE 68508
Attention: Mark Leikam

DESCRIPTION	AMOUNT
Lumberworks/Canopy Street Streetscape Improvements	160,000.00
TOTAL	$ 160,000.00

Make all checks payable to City of Lincoln
If you have any questions concerning this invoice, contact Pat Posey Ribeiro, 402-441-7860, pribeiro@lincoln.ne.go

REQUEST FOR PAYMENT

From: NGC Group Inc.
1000 O Street Suite 102
Lincoln, NE 68508

To: City of Lincoln
555 South 10th Street
Lincoln, NE 68508

Invoice: 44539
Draw: 1800200011
Invoice date: 8/31/2019
Period ending date: 8/31/2019

Contract For:

Project: 18-002
Lumberworks Block Streetscape

Contract date:

Request for payment:

Original contract amount	$980,000.00	
Approved changes	$125,510.13	
Revised contract amount		$1,105,510.13
Contract completed to date		$1,080,597.13
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$108,059.71	
Total completed less retainage		$972,537.42
Less previous requests	$933,022.28	
Current request for payment		$39,515.14
Current billing		$43,905.71
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$4,390.57	
Current amount due		$39,515.14
Remaining contract to bill	$132,972.71	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	135,201.93	-9,691.80
Total approved this Month		
TOTALS	135,201.93	-9,691.80
NET CHANGES by Change Order	125,510.13	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect/Engineer certifies to Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 39,515.14

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certifed.)

Celeb Swanson

ARCHITECT/ENGINEER:

By: _____ Date: 10/3/2019

This Certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: NGC Group Inc.

By: _____

Date: 8.29.19

State Of NE County Of Lancaster

Subscribed and sworn to before me this 29TH day of AUGUST, 2019

Notary Public Stephanie A Thurber

My commission expires: SEPTEMBER 15, 2019

GENERAL NOTARY - State of Nebraska
STEPHANIE A. THURBER
My Comm. Exp. September 15, 2019

REQUEST FOR PAYMENT DETAIL

Project: 18-002 / Lumberworks Block Streetscape Invoice: 44539 Draw: 1800200011 Period Ending Date: 8/31/2019

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	General Conditions	27,800.00	27,105.00	695.00		27,800.00	100.00		2,780.00
02	Survey/Layout	3,200.00	3,200.00			3,200.00	100.00		320.00
03	Demolition/Sitework	68,300.00	68,300.00			68,300.00	100.00		6,830.00
04	Footings/Foundations	47,100.00	47,100.00			47,100.00	100.00		4,710.00
05	Concrete Flatwork	105,800.00	102,800.00	3,000.00		105,800.00	100.00		10,580.00
06	Conc Reinforcing	8,650.00	8,650.00			8,650.00	100.00		865.00
07	Masonry & Precast	48,000.00	43,000.00	5,000.00		48,000.00	100.00		4,800.00
08	Structural Steel	221,500.00	221,500.00			221,500.00	100.00		22,150.00
09	Structural Steel - Canopies	6,500.00	6,500.00			6,500.00	100.00		650.00
10	Steel Erection	48,000.00	48,000.00			48,000.00	100.00		4,800.00
11	Steel Erection - Canopies	30,000.00	30,000.00			30,000.00	100.00		3,000.00
12	Finish Carpentry	10,500.00	10,500.00			10,500.00	100.00		1,050.00
13	Finish Carpentry - Canopies	19,500.00	19,500.00			19,500.00	100.00		1,950.00
14	Roofing - Canopies	25,500.00	25,500.00			25,500.00	100.00		2,550.00
15	Sealants	3,200.00	1,600.00	1,600.00		3,200.00	100.00		320.00
16	Translucent Panels	29,300.00	29,300.00			29,300.00	100.00		2,930.00
17	Painting	4,250.00	4,250.00			4,250.00	100.00		425.00
18	Painting - Canopies	30,000.00	30,000.00			30,000.00	100.00		3,000.00
19	Signage	16,200.00	16,200.00			16,200.00	100.00		1,620.00
20	Plumbing - Canopies	13,500.00	13,500.00			13,500.00	100.00		1,350.00
21	Electrical	106,500.00	106,500.00			106,500.00	100.00		10,650.00
22	Electrical Canopies	30,000.00	30,000.00			30,000.00	100.00		3,000.00
23	Pavement Marking	650.00	650.00			650.00	100.00		65.00
24	Landscaping	35,100.00	35,100.00			35,100.00	100.00		3,510.00
25	Irrigation	21,500.00	21,500.00			21,500.00	100.00		2,150.00
26	Utilities	14,450.00	14,450.00			14,450.00	100.00		1,445.00
27	Utilities - Canopies	5,000.00	5,000.00			5,000.00	100.00		500.00
CO 1	CO 1	19,442.00	19,442.00			19,442.00	100.00		1,944.20
CO 2	Change Order 2	18,994.42	18,994.42			18,994.42	100.00		1,899.44
CO 3	Change Order 3	37,160.71	28,550.00	8,610.71		37,160.71	100.00		3,716.07
CO 4	Change Order 4	49,913.00		25,000.00		25,000.00	50.09	24,913.00	2,500.00

Totals	1,105,510.13	1,036,691.42	43,905.71		1,080,597.13	97.75	24,913.00	108,059.71

WH 19-31 Introduce: 10-24-19

RESOLUTION NO.

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

That the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to enter into a Contract with K2 Construction, the lowest responsible bidder, to replace the heating loop glycol at the Pinnacle Bank Arena for a sum not to exceed $41,552.50, pursuant to Bid No. 19-251 and the Chair is authorized to approve and execute minor amendments and change orders.

Adopted this _____ day of October, 2019.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Leirion Gaylor Baird

_____
Tim Clare

_____
Tammy Ward

CONTRACT DOCUMENTS

West Haymarket Joint Public Agency
Lincoln, Nebraska

Heating Loop Glycol Replacement – Arena/WHJPA
Bid No. 19-251

K2 Construction
7701 Cornhusker Highway
Lincoln, NE 68507
402-467-2355

West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2019, by and between **K2 Construction, 7701 Cornhusker Highway, Lincoln, NE 68507** hereinafter called Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

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

Heating Loop Glycol Replacement – Arena/WHJPA No. 19-251

and,

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

WHEREAS, JPA, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

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

1. 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 award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal.

2. The JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by JPA:

   The JPA will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of $41,552.50.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: 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.

5. GUARANTEE: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.

6a. TERMINATION FOR CAUSE

a) JPA may terminate the Contract if the Contractor:
   1. Refuses or fails to supply enough properly skilled workers or proper materials;
   2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
   4. Otherwise commits a substantial breach of any provision of the Contract Documents.

b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
   1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   2. Accept assignment of subcontracts; and
   3. Finish the Work by whatever reasonable method JPA may deem expedient.

c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.

d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.

e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.

f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

6b. TERMINATION BY JPA FOR CONVENIENCE

a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.

b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
   1. Discontinue the Work to the extent specified by JPA;
   2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
   3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
   4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.

d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.

f) Upon such termination, JPA shall pay to Contractor the sum of the following:
   1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
   2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
   3. Any proven losses with respect to materials and equipment directly resulting from such termination.
   4. Reasonable demobilization costs.

g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be 15 days after Notice to Proceed.

9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreements
2. Accepted Proposal
3. Specifications
4. Instructions to Bidders
5. Insurance Requirements
6. Employee Classification Act Affidavit
7. Construction Bonds
8. Sales Tax Exemption Forms 13 & 17

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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

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

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Chairperson of the West Haymarket Joint Public Agency Board of Representatives

Approved by:

Resolution No._____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Name of Corporation

Address

By:_____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

K2 Construction
Name of Organization

LLC
Type of Organization

7701 Cornhusker Hwy Lincoln, NE 68507
Address

By:_____
Member

By:_____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bond No. 30075002

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

CONTRACTOR (Name and Address):

K2 Construction
77001 Cornhusker Highway
Lincoln, NE 68507

SURETY (Name and Principal Place of Business):

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

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

CONSTRUCTION CONTRACT
Date:
Amount: **$41,552.50**

Description (Name and Location):
For all labor, material and equipment necessary for Heating loop Glycol Replacement – Arena/WHJPA, Bid No. 19-251

BOND
Date: October 16, 2019
Amount: **$41,552.50**
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

K2 Construction
77001 Cornhusker Highway
Lincoln, NE 68507

Signature: _____
Name and Title: T. Sorgenfrei, MGR

SURETY
Company: Western Surety Company (Corp.Seal)

Signature: _____
Name and Title: Maura P. Kelly, Attorney-in-Fact

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 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)

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

K2 Construction
77001 Cornhusker Highway
Lincoln, NE 68507

SURETY (Name and Principal Place Of Business):

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

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

CONSTRUCTION CONTRACT
Date:
Amount: **$41,552.50**

Description (Name and Location):
For all labor, material and equipment necessary for Heating loop Glycol Replacement – Arena/WHJPA, Bid No. 19-251

BOND
Date: October 16, 2019
Amount: **$41,552.50**

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

K2 Construction
77001 Cornhusker Highway
Lincoln, NE 68507

Signature: _____
Name and Title: T. Sondgeroth, MGR

SURETY
Company: Western Surety Company (Corp. Seal)

Signature: _____
Name and Title: Maura P. Kelly, Attorney-in-Fact

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 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; an d
   - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a 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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sharon K Murray, Jacqueline L Drey, Kevin J Stenger, David A Dominiani, Maura P Kelly, Joan Leu, Dustin Cooper, Individually

of Omaha, NE, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 15th day of February, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of October, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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, T. Sandgreen, do hereby certify that all equipment to be used on City Bid No. 19-251, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 21st day of OCTOBER, 2019.

By: T R S P

Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

On 21 Oct, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Travis Sandgreen, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

Notary Public

(S E A L)

General Notary - State of Nebraska
JEFF WEBERT
My Comm. Exp. Feb. 27, 2023.

K2 19-251 dw

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, T Sondgeroth, 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: Travis R. Sondgeroth
(First, Middle, Last)

SIGNATURE: [signature]

TITLE: Manager

State of Nebraska)
) ss.
County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 21 day of October, 20 19

General Notary - State of Nebraska
JEFF WEBERT
My Comm. Exp. Feb. 27, 2023

Notary Public [signature]

19-251
K2 Construction
Supplier Response

Event Information

Number: 19-251
Title: Heating Loop Glycol Replacement - Arena/WHJPA
Type: Notice to Bidders
Issue Date: 10/2/2019
Deadline: 10/11/2019 04:00 PM (CT)

Contact Information

Contact: Robert Walla Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: 1 (402) 441-8309
Fax: 1 (402) 441-6513
Email: rwalla@lincoln.ne.gov

K2 Construction Information

Contact: Tom Rogge
Address: 7701 Cornhusker Highway
Lincoln, NE 68507
Phone: (402) 467-2355
Fax: (402) 467-2055
Email: trogge@k2construction.biz

By submitting your response, you certify that you are authorized to represent and bind your company.

Travis Sondgeroth
Signature

travis@k2construction.biz
Email

Submitted at 10/11/2019 8:58:29 AM

Supplier Note

Work will be completed in 15 days after NTP.

Response Attachments

K2 Bid Bond.pdf

K2 Bid Bond

Bid Attributes

1	**Electronic Signature** Please check here for your electronic signature. Yes
2	**Instructions to Bidders** I acknowledge reading and understanding the Instructions to Bidders. Yes
3	**Insurance Requirements and Endorsements** Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid A ttachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.** Yes
4	**Specifications** I acknowledge reading and understanding the specifications. Yes

5 Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

Yes

6 Sample Contract

I acknowledge reading and understanding the sample contract.

Yes

7 Performance/Payment Bonds

I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this project.

Yes

8 Bid Bond Submission - WHJPA

I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the West Haymarket JPA as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
Failure to submit bid bond within three (3) days may result in rejection of bid.

YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!

I have scanned and attached my bid bond.

9 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Travis Sondgeroth, travis@k2construction.biz, 402-467-2355

10 Contact

Name of person submitting this bid:

Travis Sondgeroth

11 Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

Yes

12 **U.S. Citizenship Attestation**

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

No

13 **Employee Class Act Affidavit**

I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.

Yes

14 **City = JPA**

I acknowledge that wherever the City of Lincoln is referenced in this bid, it shall mean the West Haymarket Joint Public Agency (JPA).

Yes

15 **Project Dates**

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

Provide the number of calendar days for completion after Notice to Proceed: _____

YES

Bid Lines

1 Drain and Supply Propylene Glycol - Bid Per Gallon Cost

Quantity: 7500 UOM: Gallons Unit Price: $5.50 Total: $41,250.00

Item Notes: Cost to include all labor, materials, overhead, profit, disposal and any other requirements listed in the Specifications

2 Propylene Glycol - 55 Gallon Drum - Bid Per Gallon Cost

Quantity: 55 UOM: Gallons Unit Price: $5.50 Total: $302.50

Item Notes: Glycol must meet specifications and include delivery to Arena.

Response Total: $41,552.50

Client#: 62527 K2CON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lucas Siel	
INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	PHONE (A/C, No, Ext): 402-483-4500	FAX (A/C, No): 402-483-7977
	E-MAIL ADDRESS: lsiel@insproins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bitco General Insurance Corporation	20095
INSURER B : Westchester Surplus Lines Ins Co	10172
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
K2 Construction
7701 Cornhusker Highway
Lincoln, NE 68507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		CLP3677344	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Drive Oth Car	X		CAP3677343	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CUP2815605B	01/01/2019	01/01/2020	EACH OCCURRENCE AGGREGATE 	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC3677342	01/01/2019	01/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Pollution Co			G27944358004	01/12/2019	01/12/2020	5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JPA is additional insured in regards to General Liability and Auto Liability. Work Comp waiver of subrogation is provided. 50 ft railroad exclusion is removed.

CERTIFICATE HOLDER

West Haymarket Joint Public Agency
555 S 10th St
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Michael

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
LTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Property Damage to the Named Insured's Work

P. [X] Care, Custody or Control

Q. [X] Electronic Data Liability Coverage

R. [X] Consolidated Insurance Program Residual Liability Coverage

S. [X] Automatic Additional Insureds – Managers or Lessors of Premises

T. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

U. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

V. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED**:

The last full paragraph which reads as follows:

> No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

> With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2. Exclusions** of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c**. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

   a. Property owned, used or occupied by or rented to the additional insured; or

   b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** does not include that part of any contract or agreement:

      (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

      (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion l of **SECTION I, COVERAGE A**. is deleted and replaced with the following:

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of $50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

P. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

Q. ELECTRONIC DATA LIABILITY COVERAGE

1. **Exclusion 2.p. Electronic Data of SECTION I, COVERAGE A,** is deleted and replaced with the following:

2.p. Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

2. The following definition is added to **SECTION V – DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

R. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

S. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

V. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
"Any person or organization for whom the named insured is operating under written contract when such contract requires a waiver of subrogation."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - SPECIFIC ENTITIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

WHO IS AN INSURED is changed to include as an "insured" the person or organization named in this endorsement. However, the additional insured is an "insured" only for "bodily injury" or "property damage" arising out of work or operations performed by you or on your behalf for the additional insured and resulting from the ownership, maintenance or use of a "covered auto," by:

1. You, or

2. Any of your employees or agents; or

3. Anyone other than the additional insured or any employee or agent of the additional insured, while using with your permission a covered "auto" you own, hire or borrow.

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT (INSURED CONTRACT) TO DESIGNATE AS AN ADDITIONAL INSURED SUBJECT TO ALL THE PROVISIONS AND LIMITATIONS OF THIS POLICY.

THIS INSURANCE WILL BE PRIMARY AND/OR NON-CONTRIBUTORY ONLY IF YOU HAVE SO AGREED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO ANY LOSS.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS IF YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED TO A WAIVER OF SUBROGATION IN A WRITTEN CONTRACT OR AGREEMENT SIGNED BY YOU AND ALL OTHER PARTIES TO THAT WRITTEN CONTRACT OR AGREEMENT PRIOR TO ANY LOSS FOR WHICH A WAIVER IS REQUIRED"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2019 Policy No. WC3677342 Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance

GENERAL SPECIFICATIONS
Heating Loop Glycol Replacement

1. GENERAL NOTICE

1.1 The West Haymarket Joint Public Agency (WHJPA), hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s), for all material and labor associated with draining, purchasing and installing of glycol for the heating loop located at Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, Nebraska 68508.

1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications and other bid documents.

1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.

1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.

1.4 Vendor shall maintain existing functions at the facility and protect the general public, employees, and buildings against damage during all portions of the project.

1.4.1 Any damage done to the surrounding area which is not part of this installation will be immediately repaired by the Vendor at no charge to the Owners.

1.4.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area.

1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.

1.6 A performance/payment bond in the full amount of the contract will be required at time of contract award to be in effect for the term of the warranty.

1.7 Vendor must submit their bid and all attachments via the City/County Ebid system.

1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Department.

1.7.2 To register:

1. Go to the City of Lincoln website – www.lincoln.ne.gov;
1. Type ‘bid’ in search box;
2. Click on “supplier registration”;
3. Follow instructions to completion.

1.8 All general inquiries regarding these Specifications or other bid documents shall be directed via e-mail request to Bob Walla, Purchasing Agent (rwalla@lincoln.ne.gov).

1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as electronic addenda.

1.8.2 All inquiries must be submitted to the Purchasing Office five (5) calendar days prior to the bid close.

1.8.3 Vendors are not allowed to discuss this bid with any Owner employee, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.

1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.

1.8.4 Requests for a substitute or deviation from the Specifications or other bid documents must be submitted to the Purchasing Agent five (5) calendar days before bid close.

1.9 Work may be performed at the job site during operating hours which are from 8am -5pm, Monday - Friday. Work outside of these days and times shall be subject to approval of the Owner.

1.10 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.

1.11 Payment will be made upon completion of installation and approval by the Owner's Representative.
1.12 The Owner's Representative for this project will be Tom Lorenz, General Manager, Pinnacle Bank Arena.
1.13 The Project Manager for this project will be Ryan Weiss, Director of Operations, Pinnacle Bank Arena.
1.14 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.

2. VENDOR INSURANCE

2.1 The awarded Vendor shall furnish the Owners with an ACORD Certificate of Insurance and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
2.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing Lancaster County as "Named Additional Insured" as pertains to these services.
2.3 Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 10 days of award notice.

3. QUALIFICATIONS OF THE BIDDER

3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
3.2 No Vendor will be considered who is not at the present time actively engaged in the performance of HVAC services similar to those described in this bid, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.

4. REMOVAL, DISPOSAL AND SITE RESTORATION

4.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.
4.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.
4.1.2 Vendors must comply with the City of Lincoln cardboard recycle law which bans all cardboard from the City Landfill determined at a later date.
4.2 **Vendor must dispose of used glycol from the Arena system by taking it to the City of Lincoln Wastewater Treatment Plant at Theresa Street or another approved location for this type of fluid disposal or recycling. IT MAY NOT BE FLUSHED DOWN THE ARENA DRAIN OR INTO THE STORMWATER DRAIN.**

5. PROJECT REQUIREMENTS BID

5.1 Drain current glycol loop
5.1.1 Vendor to connect to existing circulation loop and pump down/drain existing fluid.
5.1.2 Vendor shall pump existing fluid out of glycol loop and disposal of existing 7% glycol/water mixture that is left in the glycol loop.
5.1.3 Vendor will provide all necessary fittings, pipe/hoses required to evacuate existing circulation loop.

5.2 Provide 7500 Gallons Inhibited Propylene pre-blended 35% Glycol.

5.2.1 Glycol should be delivered as a pre-blended 35% propylene glycol with deionized water

5.2.2 The delivered glycol should not contain silicates and is required to contain the following corrosion inhibitors and ph buffers within the specified parameters listed below:
Phosphate 2250-3750
Boron >150
Tolytriazole >150

5.2.3 The proposed glycol is recommended to have passed the 336 hour ASTM D-1384 corrosion test and should meet all ASTM D-1384 standards. A certificate of assurance should be provided with the bid.

5.2.3 Vendor shall verify the correct amount of glycol needed to completely fill the existing system, prior to placing order. Product in excess of 55 US Gal will not be accepted or allowed to remain on site at completion of project.

5.2.4 Vendor shall coordinate purchase and delivery of glycol shipment.

5.2.5 Vendor shall verify that the product is correct and tests at the appropriate dilution percentage prior to introduction to the building heating loop.

5.2.6 Vendor shall ensure that the shipping vessel- truck/trailer has the ability to pump the new product from the transport vessel to the building loop. If the transport vessel is not capable, the vendor will provide a pump to make the transfer from vessel to building piping/loop.

5.3 Bid must include all freight, permit, tariffs and handling fees

5.4 The vendor shall provide one (1) additional 55 gallon drum of Propylene Glycol for system stock material.

5.4.1 The vendor will be responsible for cleanup of any product spills, and disposal of clean up materials.

5.4.2 The vendor shall provide product submittals for approval prior to placement of order.

5.4.3 The vendor shall provide MSDS for product prior to or at time of delivery.

6. PINNACLE BANK ARENA REQUIREMENTS

6.1 PBA staff will be responsible for bleeding air out of the system and checking for leaks.

7. AWARD AND EXECUTION

7.1 Award shall be made to the lowest, responsible, responsive bidder meeting the requirements of the specifications and other documents attached to the Ebid.

7.2 Contact Ryan Weiss, Director of Operations to schedule install of the new glycol at: Ryan Weiss – 402-904-5655 or rweiss@smglincoln.com.

7.2.1 Installation will not be permitted until contract is executed and a Notice to Proceed is provided to the Vendor.

INSURANCE CLAUSE
WEST HAYMARKET JOINT PUBLIC AGENCY CONTRACTS

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.
This includes proof of coverage and waivers as required below.
All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE WEST HAYMARKET JOINT PUBLIC AGENCY Hereinafter referred to as WHJPA.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (WEST HAYMARKET JOINT PUBLIC AGENCY) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the WHJPA, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the WHJPA, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the WHJPA prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than $25,000 per occurrence or as may be approved by the WHJPA as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the WHJPA being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the WHJPA (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

☒ **1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the WHJPA. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the WHJPA, which approval shall not be unreasonably withheld.

☒ **1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the WHJPA as additional insured for commercial general liability, auto liability and such other coverages as may be required by the WHJPA. The form or other proof shall be as is acceptable to the Attorney.

☒ **1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least $1,000,000 Per Accident.

☐ **1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than $1,000,000 for each Garage Keepers and Garage Liability, including Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 31 shall be provided, where applicable.

☒ **1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than $500,000 each accident or injury shall be included. The Contractor shall provide the WHJPA with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the WHJPA. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

☐ **1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the WHJPA has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

☐ **1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the WHJPA, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

☐ **1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate for:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3)Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.

5) Coverage is required on an occurrence form.

☐ **1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than $1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to WHJPA.

☐ **1.8 Railroad Contractual Liability Insurance**

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 railroad crossing, the Contractor must provide proof acceptable to the WHJPA that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

☐ **1.8.1 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 $2,000,000 per occurrence, $6,000,000 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 WHJPA Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work
related to the Contract.

☐ **1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an amount of not less than $1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. Cancellation Notice

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of WHJPA to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "Occurrence" basis only. 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 otherwise.

6. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would

otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The WHJPA reserves the right to require a higher limit of insurance or additional coverages when the WHJPA determines that a higher limit or additional coverage is required to protect the WHJPA or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the WHJPA.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the WHJPA.

INSTRUCTIONS TO BIDDERS
WEST HAYMARKET JOINT PUBLIC AGENCY
E-Bid

1. BIDDING PROCEDURE

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

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

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

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

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

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

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

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

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

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

2. BID SECURITY

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

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

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

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

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

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

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

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

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

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

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

2.5.3 All bids have been rejected.

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

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

3. BIDDER'S REPRESENTATION

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

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

4. CLARIFICATION OF BIDDING DOCUMENTS

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

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

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

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

5. ADDENDA

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

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

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

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

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

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

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

9. DEMONSTRATIONS/SAMPLES

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

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

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

10. DELIVERY (Non-Construction)

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

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

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

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

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

12. ACCEPTANCE OF MATERIAL

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

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

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

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

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

13. BID EVALUATION AND AWARD

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

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

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

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

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

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

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

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

14. INDEMNIFICATION

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

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

15. TERMS OF PAYMENT

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

16. LAWS

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

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. LIVING WAGE

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

20. INSURANCE

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

21. EXECUTION OF AGREEMENT

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

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

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

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

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

22. TAXES AND TAX EXEMPTION CERTIFICATE

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

23. AUDIT ADVISORY BOARD

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

24. E-VERIFY

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

WH 19-32 Introduce: 10-24-19

RESOLUTION NO.

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

That the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to enter into a Contract with Nemaha Landscape Construction, the lowest responsible bidder, for Line Item 1, Olsson Streetscape Improvements, for a sum not to exceed $224,800.00, pursuant to Bid No. 19-245 and the Chair is authorized to approve and execute minor amendments and change orders.

Adopted this _____ day of October, 2019.

Introduced by:

_____

Approved as to Form & Legality:

_____
Legal Counsel for
West Haymarket Joint Public Agency

West Haymarket Joint Public Agency
Board of Representatives

_____
Leirion Gaylor Baird

_____
Tim Clare

_____
Tammy Ward

CONTRACT DOCUMENTS

West Haymarket Joint Public Agency
Lincoln, Nebraska

WHJPA Streetscapes &
O Street Underpass Parking Lot Improvements
Bid No. 19-245

Nemaha Landscape Construction Inc.
430 West Pioneers Blvd.
Lincoln, NE 68522
402-434-5488

West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2019, by and between **Nemaha Landscape Construction Inc., 430 West Pioneers Blvd., Lincoln, NE 68522** hereinafter called Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

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

BWHJPA Streetscapes & O Street Underpass Parking Lot Improvements, Bid No. 19-245
and,

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

WHEREAS, JPA, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

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

1. 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 award of this Contract to the Contractor, such award being based on the acceptance by JPA of the Contractor's Proposal, or part thereof, as follows:

   Agreement to Line Item 1 of Contractor's Proposal

2. The JPA agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by JPA:

   The JPA will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of $224,800.00.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex,

national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: 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.

5. GUARANTEE: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.

6a. TERMINATION FOR CAUSE

a) JPA may terminate the Contract if the Contractor:
   1. Refuses or fails to supply enough properly skilled workers or proper materials;
   2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
   4. Otherwise commits a substantial breach of any provision of the Contract Documents.

b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition, JPA may (subject to any prior rights of the surety):
   1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
   2. Accept assignment of subcontracts; and
   3. Finish the Work by whatever reasonable method JPA may deem expedient.

c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.

d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.

e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.

f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

6b. TERMINATION BY JPA FOR CONVENIENCE

a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.

b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:

1. Discontinue the Work to the extent specified by JPA;
2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.

d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.

f) Upon such termination, JPA shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
3. Any proven losses with respect to materials and equipment directly resulting from such termination.
4. Reasonable demobilization costs.

g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of JPA and employees of JPA shall not be deemed to be employees of the Contractor. The Contractor and JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor JPA's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

8. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The substantial completion shall be May 30, 2020 with final completion 30 calendar days after substantial completion.

9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreements
2. Accepted Proposal (Includes Addendum No. 2)
3. Addendum No. 1
4. Specifications
5. Plans
6. Instructions to Bidders
7. Insurance Requirements
8. Employee Classification Act Affidavit
9. Construction Bonds
10. Sales Tax Exemption Forms 13 & 17
11. Notice to Bidders

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, JPA Standard Specifications for Municipal Construction will apply, which are on file in the office of JPA Clerk. Copies may be obtained at the Office of the City Engineer.

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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

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

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Chairperson of the West Haymarket Joint Public Agency Board of Representatives

Approved by:

Resolution No._____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____ (SEAL)
Secretary

Nemaha Landscape Construction, Inc.
Name of Corporation

430 W Pioneers Blvd. Lincoln, NE 68522
Address

By:_____
Duly Authorized Official

Jeff Emanuel- President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:_____
Member

By:_____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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):

Nemaha Landscape Construction Inc.
430 West Pioneers Blvd.
Lincoln, NE 68522

SURETY (Name and Principal Place of Business):

Liberty Mutual Insurance Company
8700 Indian Creek Parkway, Ste 350
Overland Park, KS 66210

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

CONSTRUCTION CONTRACT
Date:
Amount: **$224,800.00**

Description (Name and Location):
For all labor, material and equipment necessary for Nemaha Landscape Construction Inc., Bid No 19-245
BWHJPA Streetscapes & O Street Underpass Parking Lot Improvements

BOND
Date: October 17, 2019
Amount: **$224,800.00**
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Nemaha Landscape Construction Inc.
430 West Pioneers Blvd.
Lincoln, NE 68522

Signature: _____
Name and Title: Jeff Emanuel, President

SURETY
Company: (Corp.Seal)

Liberty Mutual Insurance Company
8700 Indian Creek Parkway, Ste 350
Overland Park, KS 66210

Signature: _____
Name and Title: Andrew P Andersen, Attorney-in-Fact

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; an d
   - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a 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.

Bond Number 674-211-327

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

Nemaha Landscape Construction Inc.
430 West Pioneers Blvd.
Lincoln, NE 68522

SURETY (Name and Principal Place Of Business):
Liberty Mutual Insurance Company
8700 Indian Creek Parkway, Ste 350
Overland Park, KS 66210

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

CONSTRUCTION CONTRACT
Date:
Amount: **$224,800.00**

Description (Name and Location):
For all labor, material and equipment necessary for Nemaha Landscape Construction Inc., Bid No 19-245
BWHJPA Streetscapes & O Street Underpass Parking Lot Improvements

BOND
Date: October 17, 2019
Amount: **$224,800.00**

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Nemaha Landscape Construction Inc.
430 West Pioneers Blvd.
Lincoln, NE 68522

Signature: _____
Name and Title: Jeff Emanuel, President

SURETY
Company: (Corp. Seal)

Liberty Mutual Insurance Company
8700 Indian Creek Parkway, Ste 350
Overland Park, KS 66210

Signature: _____
Name and Title: Andrew P Andersen, Attorney-in-Fact

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)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8158693

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Andrew P. Andersen; Kate R. Greenwald; Rohn P. Loyd

all of the city of Lincoln, state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of July, 2018.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of July, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of October, 20 19.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

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, Jeff Emanuel, do hereby certify that all equipment to be used on City Bid No. 19-245, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 22 day of October, 2019.

By: _____

Title: President

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

On October 22nd, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Jeff Emanuel, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

_____
Notary Public

(S E A L)

GENERAL NOTARY-State of Nebraska
KELCY M. BOOTH
My Comm. Exp. November 14, 2022

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Jett Emanuel, 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: Jett G Emanuel
(First, Middle, Last)

SIGNATURE: _____

TITLE: President

State of Nebraska)
) ss.
County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 23rd day of October, 2019.

GENERAL NOTARY-State of Nebraska
KELCY M. BOOTH
My Comm. Exp. November 14, 2022

Notary Public

19-245 Addendum 2
Nemaha Landscape Construction Inc
Supplier Response

Event Information

Number: 19-245 Addendum 2
Title: WHJPA Sreetscapes & O Street Underpass Parking Lot Improvements
Type: Notice to Bidders
Issue Date: 9/18/2019
Deadline: 10/9/2019 12:00 PM (CT)

Contact Information

Contact: Robert Walla Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: 1 (402) 441-8309
Fax: 1 (402) 441-6513
Email: rwalla@lincoln.ne.gov

Nemaha Landscape Construction Inc Information

Address: 430 West Pioneers BLVD
Lincoln, NE 68522
Phone: (402) 434-5488
Fax: (402) 434-5487

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle G King
Signature

kyle.king@nemaha.net
Email

Submitted at 10/9/2019 11:56:22 AM

Response Attachments

Project_References.pdf

Project References

Bid_Bond_Nemaha.pdf

Nemaha Bid Bond

Bid Attributes

1	**Electronic Signature** Please check here for your electronic signature. Yes
2	**Instructions to Bidders** I acknowledge reading and understanding the Instructions to Bidders. Yes
3	**Insurance Requirements and Endorsements** Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.** Yes
4	**Specifications** I acknowledge reading and understanding the specifications. Yes
5	**Bid Documents** I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. Yes

6	**Sample Contract** I acknowledge reading and understanding the sample contract. Yes
7	**Performance/Payment Bonds** I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this project. Yes
8	**Bid Bond Submission - WHJPA** I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of f ive percent (5%) of the total amount of the bid is made payable to the order of the West Haymarket JPA as a guaran tee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachm ents' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid clos ing. Failure to submit bid bond within three (3) days may result in rejection of bid. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT! I have scanned and attached my bid bond.
9	**Purchase Order, Contract and Delivery Contact** The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact p erson of the awarded Vendor. This designee will be the primary contact with the department through the delivery of t he product/services. Please list the name, email address and phone number of the person who will be the contact p erson for the contract/PO to be awarded. Kyle King; kyle.king@nemaha.net; 402-434-5471
10	**Drawings** I acknowledge reading and understanding the Project Drawings. Yes
11	**Contact** Name of person submitting this bid: Kyle G King
12	**Tax Exempt Certification Forms** Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent App ointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law do es not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) Yes

13	**U.S. Citizenship Attestation** **Is your company legally considered an Individual or Sole Proprietor: YES or NO** As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply w ith the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/ notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and sub mit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U S Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may b e disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108. NO
14	**Employee Class Act Affidavit** I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affi davit to my contract. Yes
15	**Agreement to Addendum No. 1** Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal an d is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes
16	**Agreement to Addendum No. 2** Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal an d is part of their bid. Reason: ***ATTACHED DRAWINGS REFERENCED IN ADDENDUM 1.*** Yes

Bid Lines

1 Olsson Streetscape Construction

Quantity: 1 UOM: Lump Sum Unit Price: $224,800.00 Total: $224,800.00

Supplier Notes:

1) A question was asked regarding silva cells but was not answered. Silva cells were NOT included in this bid.

2) A question was also asked regarding the schedule and comments made at the pre-bid concerni ng the alternate work being completed in the winter and/or spring. This question was also not ans wered. It was mentioned at the pre-bid that the alternate work could be completed in the spring. Th at spring clarification was how this was priced.

3) As listed in the spec, we reached out to our insurance carrier regarding the project insurance re quirements. Because this project is in Flood Zone A, our underwriter couldn't add a policy to our in stallation floater policy. Additionally, we tried to get a standalone policy from the private flood mark et and there is currently a moratorium on writing new flood policies in Nebraska due to the widespr ead flooding this past year. Lastly, we checked with the federal flood insurance program through F EMA and their policy only insures buildings and its contents. All things considered, this is not inclu ded in our bid and we ask that requirement to be waived – does the owner already possibly hold th is coverage at this location?

4) The pavers will have a lead time, which I'm not sure if that was factored into the completion date (November-December 2019) - same with electrical items. The schedule will need to be adjusted to allow for these lead times beyond the control of the contractor.

2 BNSF Parking Lot and Driveway Construction

Quantity: 1 UOM: Lump Sum Unit Price: $413,200.00 Total: $413,200.00

Supplier Notes:

1) A question was asked regarding silva cells but was not answered. Silva cells were NOT included in this bid.

2) A question was also asked regarding the schedule and comments made at the pre-bid concerni ng the alternate work being completed in the winter and/or spring. This question was also not ans wered. It was mentioned at the pre-bid that the alternate work could be completed in the spring. Th at spring clarification was how this was priced.

3) As listed in the spec, we reached out to our insurance carrier regarding the project insurance re quirements. Because this project is in Flood Zone A, our underwriter couldn't add a policy to our in stallation floater policy. Additionally, we tried to get a standalone policy from the private flood mark et and there is currently a moratorium on writing new flood policies in Nebraska due to the widespr ead flooding this past year. Lastly, we checked with the federal flood insurance program through F EMA and their policy only insures buildings and its contents. All things considered, this is not inclu ded in our bid and we ask that requirement to be waived – does the owner already possibly hold th is coverage at this location?

4) The pavers will have a lead time, which I'm not sure if that was factored into the completion date (November-December 2019) - same with electrical items. The schedule will need to be adjusted to allow for these lead times beyond the control of the contractor. For a Spring completion of this wor k, this should not likely be of concern.

Response Total: $638,000.00

Nemaha
landscape construction

NEMAHA LANDSCAPE CONSTRUCTION
430 W. PIONEERS BLVD LINCOLN,NE 68522
P: 402.434.5488 F: 402.434.5487

Project References

Contact:	Eric Silvey, Eric Casper
Role:	Project Engineer
Company:	The Clark Enersen Partners
Phone Number:	402-477-9291

Contact:	Matt Sutton
Role:	Project Engineer
Company:	Schemmer & Associates
Phone Number:	402-493-4800

Contact:	Jared Olson
Role:	Project Engineer
Company:	HGM Associates
Phone Number:	712-323-0530

Client#: 63705 NEMAH5

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura Paulsen	
INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	PHONE (A/C, No, Ext): 402.484.2722	FAX (A/C, No): 402.484.2728
	E-MAIL ADDRESS: lpaulsen@insproins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Employers Mutual Insurance	21415
INSURED Nemaha Landscape Construction, Inc. 430 W Pioneers Blvd Lincoln, NE 68522	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		5D55074	01/01/2019	01/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:250						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		5E55074	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			5J55074	01/01/2019	01/01/2020	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	5H55074	01/01/2019	01/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Leased/Rented Equipment			5C55074	01/01/2019	01/01/2020	$500,000 $1,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BWHJPA Streetscapes & O Street Underpass Parking Lot Improvements
West Haymarket Joint Public Agency is listed as additional insured with respect to General Liability and Auto Liability on a primary and noncontributory basis. Waiver of Subrogation in favor of West Haymarket Joint Public Agency applies to General Liability, Auto Liability, Commercial Umbrella & Workers' Compensation as permissible by law.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Mibbard

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

LBP

EMC INSURANCE

EMCASCO INSURANCE COMPANY POLICY NUMBER: 5D5-50-74---20

NEMAHA LANDSCAPE EFF DATE: 01/01/19 EXP DATE: 01/01/20

G E N E R A L L I A B I L I T Y P O L I C Y
D E C L A R A T I O N S

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
*CG0109	11-85	KS & OK CHANGES - TRANSFER OF RIGHTS	
*CG0134	08-03	MISSOURI CHGS - POLLUTION EXCLUSION	
*CG0300	01-96	DEDUCTIBLE LIABILITY INSURANCE	
*CG0435	12-07	EMPLOYEE BENEFITS LIABILITY COVERAGE	
		EACH EMPLOYEE $ 1,000,000	
		AGGREGATE $ 2,000,000	
		DEDUCTIBLE EACH EMPLOYEE $ 1,000	
		RETROACTIVE DATE 03/19/2011	
*CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
*CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
*CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
*CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
*CG2292	12-07	SNOW PLOW OPERATIONS COVERAGE	
*CG2414	04-13	WAIVER OF GOVERNMENTAL IMMUNITY	
*CG2417	10-01	---CONTRACTUAL LIABILITY RAILROADS	
		SCHEDULED RAILROAD/DESIGNATED JOB SITE	
		UNION PACIFIC RAILROAD	
*CG2650	04-13	MISSOURI CHANGES - MEDICAL PAYMENTS	
*CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
*CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
*CG7174.3	10-13	AUTOMATIC AI-CONST CONT INCL COMP OP	
*CG7276	11-16	LIMITED POLLUTION COV-WORK SITES	$ 188
		EACH POLLUTION INCIDENT LIMIT:	
		$ 1,000,000	
		POLLUTION LIABILITY AGGREGATE LIMIT:	
		$ 1,000,000	
		PROPERTY DAMAGE DEDUCTIBLE:	
		$ 1,000 EACH POLLUTION INCIDENT	
*CG7429	11-98	AMEND - AGGREGATE LIMIT PER PROJECT	
*CG7578	06-17	GENERAL LIABILITY ELITE EXTENSION	
*CG7627	03-09	AMENDMENT OF EMPL BENEFITS PROGRAM	
		DESCRIPTION OF OTHER SIMILAR BENEFITS	
		NONE	
*IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL0259	12-17	NE CHANGES - CANCELLATION/NONRENEWAL	
*IL0261	09-07	KS CHANGES - CANCELLATION/NONRENEWAL	
*IL0274	02-13	MO CHANGES - CANCELLATION/NONRENEWAL	
*IL0276	09-08	IA CHANGES - CANCELLATION/NONRENEWAL	
*IL7028	05-15	ASBESTOS EXCLUSION	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED	
		NAME OF ENTITY:	
		CITY OF COLUMBUS	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of:

a. your ongoing operations for the additional insured; or

b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of ISO Properties, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	**Deductible**
$5,000 Each Occurrence	$250 Per Claim
$10,000 Annual Aggregate	

a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

(1) insureds;

(2) claims made or "suits" brought;

(3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

Includes copyrighted material of ISO Properties, Inc. with its permission.

E. **FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A,** the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance.**

F. **MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.,** that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years.**

G. **SUPPLEMENTARY PAYMENTS**

Supplementary Payments – Coverages A and **B** Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to $5,000 for cost of ball bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

H. **SUBSIDIARIES AS INSUREDS**

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. **BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional Insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:
   a. Currently in effect or becomes effective during the policy period; and
   b. Executed prior to an "occurrence" or offense to which this insurance would apply.

   However, the insurance afforded to such additional insured:
   a. Only applies to the extent permitted by law; and
   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
   c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.
2. As provided herein, the insurance coverage provided to such additional Insureds is limited to:
   a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

      This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
   b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
      (1) In connection with your premises; or
      (2) In the performance of your ongoing operations.

      With respect to the insurance afforded to these additional Insureds, the following additional exclusion applies:

      This insurance does not apply to "bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this Insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, Inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph **2.a. (1)** is amended to add the following:

e. Paragraphs **(a), (b),** and **(c)** do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II – Who Is an Insured, Paragraph **2.a. (1) (d)** is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph **3.a.** is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph **6.** is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or $500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

7. Subject to Paragraph **5.** above, $10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

(a) No Coverage; or

(b) $1,000; or

(c) $5,000; or

(d) A limit higher than $10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph **2.** is amended to add the following:

e. The requirement in Condition **2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

f. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A member or manager, if you are a limited liability company;

(4) An "executive officer" or insurance manager, if you are a corporation; or

(5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph **4. Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph **6. Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Includes copyrighted material of ISO Properties, Inc. with its permission.

EMC INSURANCE

EMCASCO INSURANCE COMPANY POLICY NUMBER: 5E5-50-74---20

NEMAHA LANDSCAPE EFF DATE: 01/01/19 EXP DATE: 01/01/20

COMMERCIAL AUTO POLICY DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	01-18	PRIVACY NOTICE	
3003C	05-10	GLASS REPAIR FORM	
CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	$ 21
CA0156	11-13	NEBRASKA CHANGES	
*CA0221	12-17	NEBRASKA CHANGES - CANCELLATION	
CA2001	10-13	LESSOR-ADDITIONAL INSURED/LOSS PAYEE DESIGNATION OR DESCRIPTION OF "LEASED AUTOS"	
CA2017	10-13	MOBILE HOME CONTENTS NOT COVERED	
CA2070	10-13	COV FOR CERTAIN OPERATIONS RAILROAD SCHEDULED RAILROAD AND DESIGNATED JOB SITE: UNION PACIFIC RAILROAD	
CA2170	10-13	NE UNINSURED/UNDERINS MOTORISTS COV	
*CA7001A	11-15	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
*CA7202	11-15	DRIVER EXCL AUTHORIZATION AGREEMENT EXCLUDED DRIVER(S): AARON SHELTON	
CA7266	11-15	DESIGNATED INSURED PERSON/ORGANIZATION ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A ADDITIONAL INSURED AGREEMENT.	
CA7312	11-15	RENTAL VEHICLE EXTENSIONS	
CA7313	11-15	PREJUDGMENT INTEREST	
*CA7450	11-17	COMMERCIAL AUTO ELITE EXTENSION	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
*CA8232	01-18	POLICYHOLDER NOTICE	
*CA8297	04-18	2018 COMMERCIAL AUTO POLICYHOLDER	
CA9928	10-13	STATED AMOUNT INSURANCE DESCRIPTION OF COVERED AUTO/COVERAGE LIMIT OF INSURANCE	
CA9935	11-13	NEBRASKA AUTO MEDICAL PAYMENTS	
CA9944	10-13	LOSS PAYABLE CLAUSE	
CA9948	10-13	POLLUTION LIAB BROADND COV/COV AUTOS	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL7338	05-15	NOTICE OF CANC PROV BY US DESIGNATED NAME OF ENTITY: CITY OF COLUMBUS	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the **Who Is An Insured** provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE

Name of Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

Includes copyrighted material of ISO Properties, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. **Changes In Covered Autos Liability Coverage**

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. **Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

a. Any covered "auto" you lease, hire, rent or borrow; and

b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Includes copyrighted material of ISO Properties, Inc. with its permission.

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

(1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

(2) Any organization you acquire or form will not be considered an "insured" if:

(a) The organization is a partnership or a joint venture; or

(b) That organization is covered under other similar insurance.

(3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. **SUBSIDIARIES AS INSUREDS**

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. **SUPPLEMENTARY PAYMENTS**

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and **(4)** are replaced by the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

H. **FELLOW EMPLOYEE COVERAGE**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph **5.** of Paragraph **B. Exclusions** in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. **TOWING**

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J **LOCKSMITH SERVICES**

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. **TRANSPORTATION EXPENSES**

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

(2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. **AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS**

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $5,000 Per "Loss" are in addition to the sublimit in Paragraph **C.1.b.** of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage.**

M. **HIRED AUTO PHYSICAL DAMAGE**

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

(1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

(3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to $1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of $500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
   a. Overdue lease/loan payments at the time of the "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
   c. Security deposits not returned by the lessor;
   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
   e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $75 per day, subject to a $2,250 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph **5.** of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

EMCASCO INSURANCE COMPANY (12882) POLICY NUMBER: 5H5-50-74---20

NEMAHA LANDSCAPE EFF DATE: 01/01/19 EXP DATE: 01/01/20

WORKERS COMPENSATION POLICY DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
		STATE(S):NE	
WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER	
		ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT REQUIRING SUCH A WAIVER AGREEMENT Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.	
*WC000404	04-84	PENDING RATE CHANGE ENDORSEMENT CO	
*WC000406A	07-95	PREMIUM DISCOUNT ENDORSEMENT	
*WC000414A	01-19	NOTIFICATION OF CHANGE IN OWNERSHIP	
WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
WC000424	01-17	AUDIT NONCOMPLIANCE CHARGE STATE(S): CO, IA, KS, NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000	
WC000425	05-17	EXPERIENCE RATING MOD FACTOR REVISIO	
WC050402	11-90	CO CLASSIFICATION ENDORSEMENT	
WC150401A	01-10	KANSAS FINAL PREMIUM ENDORSEMENT	
WC150601A	01-87	KS CANCEL & NONRENEWAL ENDST	
WC240302	01-14	MO-NOTIF OF ADDL MESOTHELIOMA BEN	
WC240401	01-90	MO CONTRACTORS CLASS PREMIUM ADJ	
WC240406D	08-16	MO EMPLOYER PAID MEDICAL ENDORSEMENT 20% OF THE CURRENT PRIMARY AND EXCESS LOSS SPLIT POINT AMOUNT: $3,300	
WC240601B	01-96	MO CANCELLATION & NONRENEWAL ENDST	
WC240602B	07-06	MO PROP & CAS GUARANTY ASSCO NOTIF	
WC240604B	01-17	MO-AMENDATORY ENDORSEMENT STATE(S): MO BASIS OF AUDIT NONCOMPLIANCE CHARGE:	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by_____	

© 1983 National Council on Compensation Insurance.

SPECIFICATIONS
OSCAR 2.0 –WHJPA STREETSCAPES AND "O" STREET UNDERPASS PARKING LOT

1. GENERAL NOTICE

1.1 The West Haymarket JPA, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for renovation and new construction services located at the proposed site.
- 1.1.1 The proposed site is located under the Harris Overpass and Oscar 2.0 ROW area along Canopy Street of the West Haymarket, Lincoln, NE.

1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications, the plans and drawings and other bid documents in the Ebid system.
- 1.2.1 Any mention of compliance with these Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.

1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the required specifications, duties, terms and conditions as defined in this request.

1.4 Vendor shall protect the public, and adjacent properties against damage during all portions of the project.
- 1.4.1 Any damage done which is not part of this project will be immediately repaired by the Vendor at no charge to the Owners.

1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
- 1.5.1 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved.
  - 1.5.1.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners at the time of the change.

1.6 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.

1.7 Vendor must submit their bid and all attachments via the City/County e-bid system.
- 1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
- 1.7.2 To register, go to the City of Lincoln website; lincoln.ne.gov
  type bid in search box
  click on "supplier registration"
  follow instructions to completion.

1.8 All inquiries regarding these specifications shall be directed via e-mail request to Bob Walla, Purchasing Agent (rwalla@lincoln.ne.gov).
- 1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
- 1.8.2 All inquiries must be submitted to the Purchasing Office 5 days prior to the bid opening.
- 1.8.3 Vendors are not allowed to discuss this bid with any employee, Project Manager, or elected official other than the City/County Purchasing Staff through the award process.
  - 1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.

1.9 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.

1.10 A Performance and Payment bond in the full amount of the contract will be required at time of contract award.

1.11 Work may be performed at the jobsite from 7am - 5pm, Monday - Friday
- 1.11.1 Work outside of these days and times shall be subject to approval of the Owner.

1.12 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.

1.13 Progress payments may be made by the Owners through the Project Manager and Owner Representative for documented work completed during the project.

1.13.1 At no time will the Owners make payment for work that has not been completed or approved.

1.13.2 The Project Manager will outline the documentation requirements for progress payments to the awarded Vendor upon Notice To Proceed which will correspond with the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans.

1.13.3 Payments will be made as requested and approved by the Project Manager/Owners Representative with retention amounts following the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans.

1.14 The Project Manager/Owners Representative for this project will be Brett Wasko – Project Control

1.16 A prebid meeting will be held at the jobsite on: Wednesday, September 25, 2019 at 1:30pm at the project site (Vendors shall meet at the NW corner of the Lumberworks Parking Garage under the Harris Overpass.

1.17 The drawings note base bid and alternate drawings. This has been done to itemize the pricing of the total award.

1.17.1 Vendor shall bid base bid on Line Item 1 and “Alternate” drawings on Line Item 2.

1.17.2 Award will be to a single Vendor for the total amount of Line Items 1 and 2.

2. CONTRACTOR INSURANCE

2.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.

2.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing the West Haymarket JPA and City of Lincoln as “Named Additional Insured” as pertains to these services.

2.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

3. QUALIFICATIONS OF THE BIDDER

3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.

3.2 No Vendor will be considered who is not at the present time actively engaged in the performance of construction/streetscape services, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.

3.2.1 It is the intent of the Owners to hire a General Contractor to perform or subcontract for services associated with this project.

3.3 Vendor shall provide at least three current references for other customers where similar services have been provided at time of bid response or upon request.

3.3.1 Vendors who have provided similar types of services to the City of Lincoln or WHJPA in the last five (5) years may not be required to provide such information unless requested by the Owners.

3.3.2 Reference responses may be attached to the Response Attachment section of the ebid response.

4. REMOVAL, DISPOSAL AND SITE RESTORATION

4.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.

4.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.

4.3 The Contractor shall make every effort to limit any material from blowing or exiting the project site without proper disposal.

5. CONSTRUCTION REQUIREMENTS

5.1 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project.

5.2 Vendors will comply with local parking and neighborhood requirements to determine where to park vehicles and stage equipment during the term of the project.

5.3 Vendor will be responsible for supplying and maintaining portable restroom facilities for workers during the construction project.

5.4 Vendor takes full responsibility for all of their employees and any subcontractors who are hired to work on the project.

5.5 All work related to the construction shall be included in the lump sum amount for the bid.

5.6 Contractor will be responsible for protecting existing sidewalks, curbs and existing utilities and all adjacent facilities that are not specified for removal.

5.6.1 Contractor will be held responsible for any damage or lost items during this process.

5.7 Contractor shall immediately stop work if hazardous material that was not included in the West Haymarket O&M report, is encountered and contact the Project Manager.

5.8 Contractor is required to ensure all work is performed in accordance with the contract documents and to immediately notify the designer and project manager of any perceived discrepancies or errors in the contract documents.

6. PROJECT COMPLETION AND WARRANTY

6.1 Vendor shall begin work upon Notice to Proceed with substantial completion of the project on May 30, 2020. Final completion shall be 30 calendar days after substantial completion.

6.2 Vendor must complete the project according to the agreed upon contract completion date and scheduled milestones which will be listed in the contract documents and attachments.

6.2.1 Failure to complete the project by the contract date shall result in the charging of liquidated damages according to the terms listed in the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans.

6.2.2 If the Contractor fails to complete the Contract prior to the substantial or final completion date, considering approved extension of time, liquidated damages will be charged for each calendar day that the work remains incomplete.

6.2.3 The amount of liquidated damages will be deducted from the money due the Contractor prior to final payment or in the case where the remaining amount due the Contractor is less than the total amount of liquidated damages, the City shall have the right to recover the difference from the Contractor or his Surety.

6.3 Unless specifically amended or modified by the special provisions, the schedule below shall establish the daily amount of the liquidated damages:

BID AMOUNT:UP TO AND INCLUDING	LIQUIDATED DAMAGES PER CALENDAR DAY
$0 - $100,000	$250
$100,000 - $500,000	$500
$500,000 - $1,000,000	$750
$1,000,000 - AND UP	$1000

6.4 The amounts set forth in the above schedule are not to be considered punitive, but rather predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the City due to the delay in the completion of the project.

6.4.1 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.

6.5 Job shall be completed according to industry standards with approval of completion and final payment being made by the Project Manager and Owner's Representative.

7. HEALTH AND SAFETY REGULATIONS

7.1 The Contractor and his subcontractors shall in all respects comply with the terms and provisions of Sections 48-425 through 48-435, Nebraska Reissue Revised statutes of 1943, generally pertaining but not limited to scaffolding and flooring, and shall perform fully on behalf of the Owners such requirements as said sections may impose upon the Owners.

7.1.1 The Contractor and his subcontractors shall likewise comply and perform with respect to any and all other applicable health and safety regulations.

7.1.2 A site specific safety plan and job hazard analysis for the work will be provided by the contractor to be reviewed and approved by the Project Manager prior to commencement of work.

8. LINCOLN MUNICIPAL CODE AND RELATED REGULATIONS, FEES, AND PERMITS INCLUDING, BUT NOT LIMITED TO:

8.1 Demolition shall be performed in accordance with the following provisions of the Lincoln Municipal Code (LMC) and related regulations.

8.1.1 LMC Chapter 20.10, Lincoln Building Code, pertaining to excavations and fills, protection of pedestrians during demolition, and demolition of buildings.

8.1.2 LMC Chapter 14.29, pertaining to use of public streets for construction purposes.

8.1.3 LMC Section 17.10.120, pertaining to abandonment of utilities.

8.1.4 LMC Chapter 8.02, pertaining to public health and safety.

8.1.5 LMC Chapter 8.32, pertaining to disposal of demolition debris.

9. PRE-CONSTRUCTION CONFERENCES AND PROGRESS SCHEDULE

9.1 Prior to starting any work, the awarded Contractor shall meet with the Project Manager, or designee, for clarification of procedures and work to be accomplished.

9.2 The Contractor, immediately after being awarded the contract, shall prepare and submit for the Project Manager's approval, an estimated progress schedule for the work based on the schedule dates provided in this bid opportunity.

9.3 The progress schedule shall be related to the entire project to the extent required by the Contract Documents.

9.4 This schedule shall indicate the dates for the starting and completion of the various states of demolition and shall be revised as required by the conditions of the work, subject to the Project Manager's approval.

10. INSPECTIONS

10.1 Periodic Inspections will be conducted by the Project Manager or a third party testing agency employed by the Owner.

10.2 The Contractor shall be responsible for contacting City Building & Safety Department, State Environmental, and Environmental testing agency, for inspections required by City, State and Federal Codes for this type of public improvement.

11. EVALUATION CRITERIA

11.1 Evaluation of bids will consist of the following:

- 11.1.1 Lowest, Responsive, Responsible Bidder.
- 11.1.2 Ability to provide labor and services as required in this Specification including but not limited to the time schedule for completion of project.
- 11.1.3 Deviations from these Specifications.
- 11.1.4 References

12. CHANGES TO THE WORK

12.1 Change requests shell be handled in the following manner:

- 12.1.1 The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract Time.
- 12.1.2 No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time
- 12.1.3 Any proposed adjustment must include detailed documentation including but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of ten percent (10%) for the Work performed by the subcontractor doing the work (includes self-performed work), or five percent (5%) if the Work is performed by a sub-subcontractor. The overhead and profit in turn must not exceed a total aggregate of ten percent (10%) for sub-subcontractors and any subcontractors they may choose to utilize.
- 12.1.4 Change proposals will be binding upon the Contractor and may be accepted or rejected by the Owner at its discretion. The Owner may, at its option, instruct the Contractor to proceed with the Work involved in the change proposal as a Construction Change Directive without accepting the change proposal in its entirety.

13. Project Schedule

13.1 Project is to be performed in the following sequence:

13.1.1 Request for Bids Issued: September 18, 2019

13.1.2 Bids Received: October 9, 2019

13.1.3 Contract Awarded at WHJPA Meeting: October 24, 2019

13.1.4 November 2019

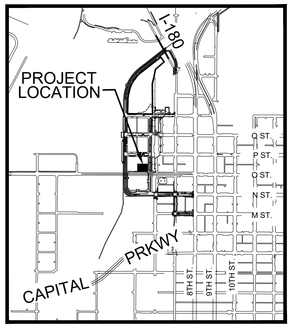
- 13.1.4.1 Canopy Street Curb Demolition and Parking Stall Pavement Install.
- 13.1.4.3 Demolition of Parking Lot NW of Current Olsson Building Project.
- 13.1.4.4 Site prep and installation of hardscape for Canopy Streetscape North of Harris Overpass and South of the original Olsson Building to provide building and pedestrian access during winter.

13.1.5 November/December 2019 Weather Permitting or Spring 2020

- 13.1.5.1 Demolition and Replacement of paving under Harris Overpass for BNSF/JPA Parking
- 13.1.5.2 Demolition and Installation of new Canopy Street Drive

13.1.6 Spring 2020 – May 30, 2020

- 13.1.6.1 Remainder of Contract Work



LOCATION MAP
NOT TO SCALE

CONTROL POINTS

PNT.	NORTHING	EASTING	ELEV.	DESC.
7	205816.19	157439.72	1152.80	CHISELED 'X'
8	206126.16	157441.51	1153.04	CHISELED 'X'
11	204989.35	157389.37	1152.70	CHISELED 'X'
12	205021.70	156997.22	1152.84	CHISELED 'X'
13	205208.60	157423.74	1152.36	CHISELED 'X'
14	205396.78	157136.68	.	CHISELED 'X'

BENCHMARKS

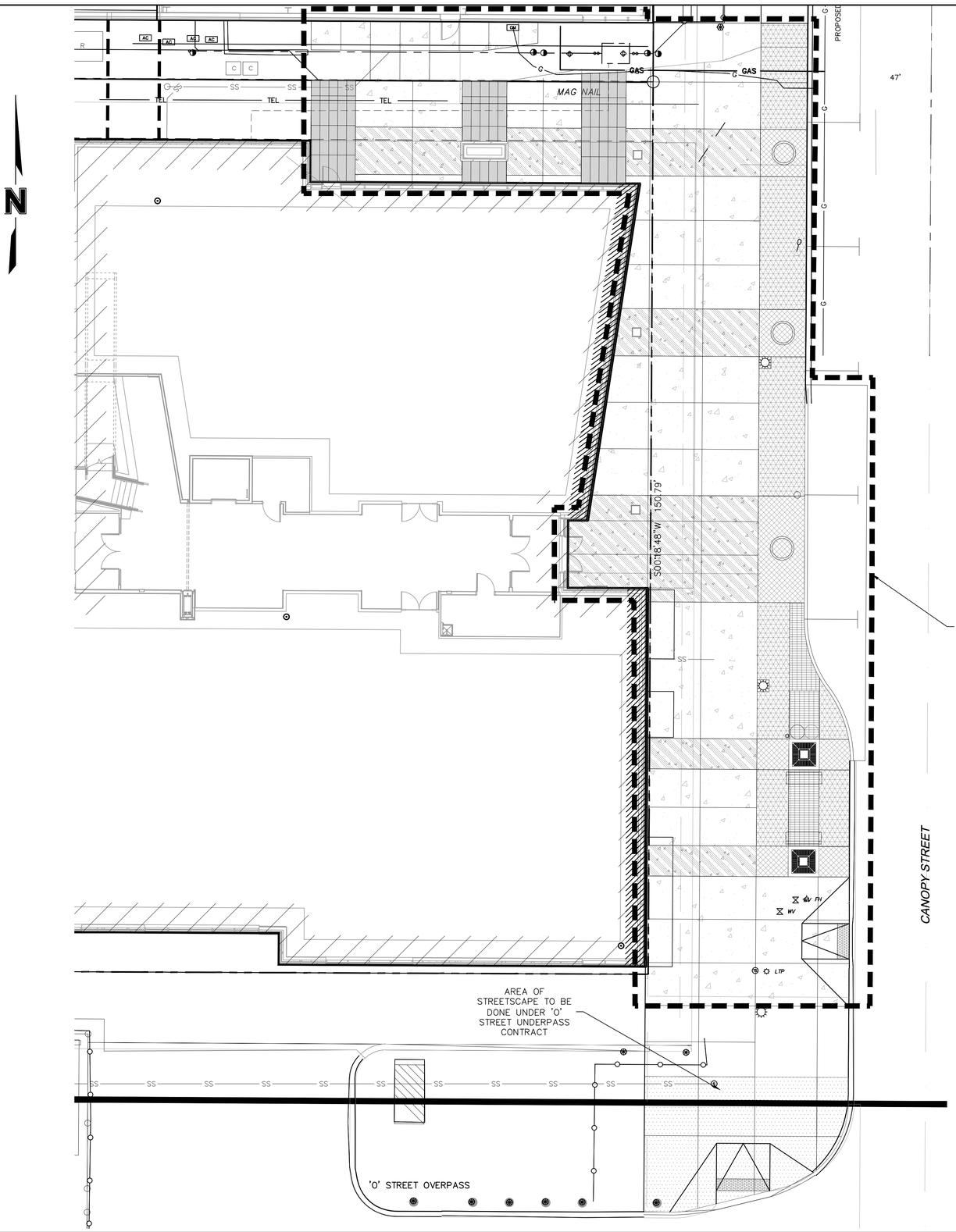
1. CHISELED 'X' E. OF HYDRANT, SW. CORNER OF 'Q' STREET AND CANOPY STREET.
CONTROL POINT #8
ELEV.=1153.04 (N.A.V.D. 1988)

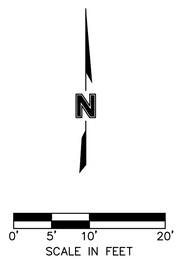
2. CHISELED 'X' ON TOP OF CURB, E. OF HYDRANT, NW. CORNER OF 'P' STREET AND CANOPY STREET.
CONTROL POINT #7
ELEV.=1152.80 (N.A.V.D. 1988)

3. CHISELED 'X' ON TOP OF CURB, S. SIDE OF INLET, N. END OF PARKING MAGAZINE, W. SIDE OF CANOPY STREET, ACROSS FROM CANOPY STREET MARKET.
CONTROL POINT #13
ELEV.=1152.36 (N.A.V.D. 1988)

4. CHISELED 'X' ON TOP OF CURB, W. SIDE OF INLET, NW. CORNER OF 'N' STREET AND CANOPY STREET.
CONTROL POINT #11
ELEV.=1152.70 (N.A.V.D. 1988)

5. CHISELED 'X' ON TOP OF CURB, E. SIDE OF INLET, 2ND INLET W. OF CANOPY STREET, N. SIDE OF 'N' STREET.
CONTROL POINT #12
ELEV.=1152.84 (N.A.V.D. 1988)





GENERAL NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND REQUEST A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
3. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE DEVELOPER'S ENGINEER, CITY INSPECTOR, OR DEVELOPER'S ENGINEER FIELD REPRESENTATIVE ANY DISCREPANCIES BETWEEN HIS MEASUREMENTS AND THESE PLANS.
4. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE CONSTITUTES ALL KNOWN FACILITIES. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT @ 1-800-331-5666 IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
5. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLAN IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
6. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
7. THE CONTRACTOR SHALL USE CAUTION AROUND ANY EXISTING UTILITIES OR IMPROVEMENTS LOCATED ON SITE. HE SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY THE NEW CONSTRUCTION.
8. ALL SPOIL MATERIAL SHALL BE REMOVED FROM THE STREET ROW, UTILITY EASEMENT, OR ACCESS EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE DEPOSITED WITHIN THE SITE DEVELOPMENT BOUNDARY IN AREAS DESIGNATED BY THE DEVELOPER'S ENGINEER. THE MATERIAL SHALL BE STOCKPILED OR SPREAD AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT SHALL BE MADE FOR DISPOSAL OF SPOIL MATERIAL; IT SHALL BE CONSIDERED SUBSIDIARY TO THE PRICE BID.
9. A PORTABLE RESTROOM FACILITY WILL BE REQUIRED ON-SITE DURING CONSTRUCTION ACTIVITIES.
10. ANY ON-SITE FUELING WILL COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
11. A CONCRETE TRUCK WASHOUT WILL BE LOCATED ON SITE.
12. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EROSION CONTROL MEASURES DAMAGED BY CONSTRUCTION ACTIVITIES.

LEGEND

AC	AIR CONDITIONING UNIT
	BOLLARD
RU	BUSH
	CURB INLET
	CONTROL POINT
E	ELECTRIC MANHOLE
FH	FIRE HYDRANT
GM	GAS METER
	GRATE INLET
	GREASE TRAP
	JUNCTION BOX
LP	LIGHT POLE
	PARKING METER
RD	ROOF DRAIN
	SOIL BORING
	SANITARY SEWER CLEANOUT
	SIGN
	STEEL POST
S	SANITARY SEWER MANHOLE
T	TELEPHONE RISER
	TRANSFORMER
TS	TRAFFIC SIGNAL MANHOLE
	VENT PIPE
WV	WATER VALVE
1150	CONTOUR LINE
	CENTER LINE
	PROPERTY LINE
	EASEMENT LINE
	CABLE FENCE
X	WIRE FENCE
10"SS	SANITARY SEWER LINE
10"SD	STORM SEWER LINE
10"W	WATER LINE
G	UNDERGROUND GAS MAIN
P-OH	OVERHEAD POWER
P-UG	UNDERGROUND POWER
TEL	UNDERGROUND TELEPHONE LINE
CATV	UNDERGROUND CABLE TELEVISION LINE
FO	UNDERGROUND FIBER OPTIC LINE
T	UNDERGROUND TRAFFIC LINE
ST	STEAM TUNNEL

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

E.O.#

T.C.#

2019

STREETSCAPE COVER SHEET
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS
LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	B18-2226
drawing no.:	-
date:	08-19-2019

SHEET
C000

netcall.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Streetscape\C_COV_82666.dwg USER: jfasnacht
DATE: Sep 04, 2019 1:10pm XREFS: C_PBASE_82666 C_Oscar 1.0 Phase_22356 c_stopo_22356 c_r4-partial C_Exist Plat_22356-oa C_FloorPlan-Level 1_22356-oa L_PSHSC_82666
C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_FloorPlan-Level 1_22356-oa L_PSHSC_82666

UTILITY CONTACTS

LINCOLN WASTEWATER – (402)441–7711
LINCOLN ELECTRIC SYSTEM – (402)467–7623
BLACK HILLS ENERGY – (402)437–1715
WINDSTREAM COMMUNICATIONS – (402)436–5691
SPECTRUM – (402)421–0330
LINCOLN WATER SYSTEM – (402)441–7571

LEGEND

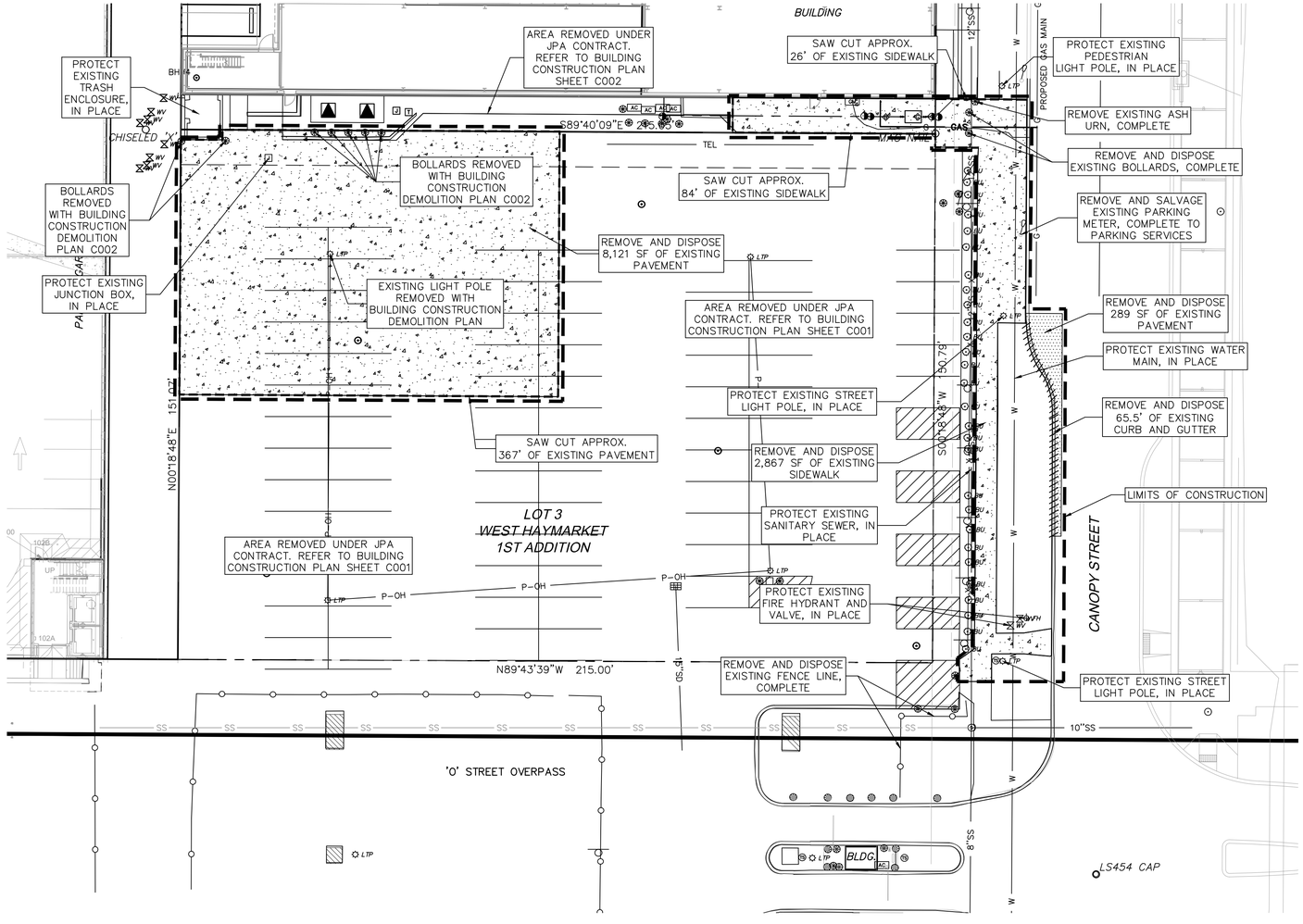
REMOVE AND DISPOSE EXISTING CONCRETE PAVEMENT

REMOVE AND DISPOSE EXISTING CONCRETE SIDEWALK (SIDEWALK NOT TO BE REMOVED UNTIL IMMEDIATELY PRIOR TO INSTALLATION OF PROPOSED SIDEWALK. CONTRACTOR IS RESPONSIBLE FOR SIDEWALK CLOSURE SIGNAGE AND ALL COSTS ARE SUBSIDIARY.)

REMOVE AND DISPOSE EXISTING CURB AND GUTTER

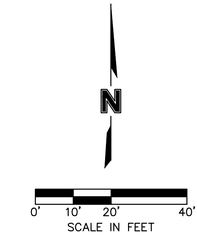
SAW CUT EXISTING SIDEWALK

LIMITS OF CONSTRUCTION



LEGEND

AC	AIR CONDITIONING UNIT
	BOLLARD
BU	BUSH
	CURB INLET
	CONTROL POINT
E	ELECTRIC MANHOLE
FH	FIRE HYDRANT
GM	GAS METER
	GRATE INLET
	GREASE TRAP
	JUNCTION BOX
LTP	LIGHT POLE
	PARKING METER
RD	ROOF DRAIN
	SOIL BORING
	SANITARY SEWER CLEANOUT
	SIGN
	STEEL POST
S	SANITARY SEWER MANHOLE
T	TELEPHONE RISER
	TRANSFORMER
TS	TRAFFIC SIGNAL MANHOLE
	VENT PIPE
WV	WATER VALVE
1150	CONTOUR LINE
	CENTER LINE
	PROPERTY LINE
	EASEMENT LINE
	CABLE FENCE
X	WIRE FENCE
10"SS	SANITARY SEWER LINE
10"SD	STORM SEWER LINE
10"W	WATER LINE
G	UNDERGROUND GAS MAIN
P–OH	OVERHEAD POWER
P–UG	UNDERGROUND POWER
TEL	UNDERGROUND TELEPHONE LINE
CATV	UNDERGROUND CABLE TELEVISION LINE
FO	UNDERGROUND FIBER OPTIC LINE
T	UNDERGROUND TRAFFIC LINE
ST	STEAM TUNNEL



olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

DEMO PLAN
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS
LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	B18-2226
drawing no.:	-
date:	08-19-2019

SHEET
C001

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Streetscape\C_DEM_82666.dwg USER: jfasnacht
DATE: Sep 04, 2019 11:26am XREFS: C_PBASE_82666 C_Oscar 1.0 Pbase_22356 c_stopo_22356 c_f4-partial C_Exist Plat_22356 C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 L_PSHSC_82666 FloorPlan-FP1_1-8_New - oa C_FloorPlan-Level 1_22356-oa

GENERAL GRADING NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND REQUEST A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
3. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE DEVELOPER'S ENGINEER, CITY INSPECTOR, OR DEVELOPER'S ENGINEER FIELD REPRESENTATIVE ANY DISCREPANCIES BETWEEN HIS MEASUREMENTS AND THESE PLANS.
4. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE CONSTITUTES ALL KNOWN FACILITIES. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT @ 1-800-331-5666 IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
5. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLAN IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
6. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
7. THE CONTRACTOR SHALL USE CAUTION AROUND ANY EXISTING UTILITIES OR IMPROVEMENTS LOCATED ON SITE. HE SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY THE NEW CONSTRUCTION.
8. ALL SPOIL MATERIAL SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR. NO SEPARATE PAYMENT SHALL BE MADE FOR DISPOSAL OF SPOIL MATERIAL; IT SHALL BE CONSIDERED SUBSIDIARY TO THE PRICE BID.
9. A PORTABLE RESTROOM FACILITY WILL BE REQUIRED ON-SITE DURING CONSTRUCTION ACTIVITIES.
10. ANY ON-SITE FUELING WILL COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
11. A CONCRETE TRUCK WASHOUT WILL BE LOCATED ON THE SITE.
12. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EROSION CONTROL MEASURES DAMAGED BY CONSTRUCTION ACTIVITIES.
13. EXISTING UTILITY LINES, EITHER OVERHEAD OR UNDERGROUND, AND PERMANENT STRUCTURE WITHIN THE PROPERTY LINES SHALL BE KEPT FREE OF DAMAGE BY CONTRACTOR'S OPERATIONS. IF SUCH UTILITY OR STRUCTURE IS DAMAGED, IT SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. IF ANY UTILITY LINES OR STRUCTURES ARE DAMAGED DURING OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR FURTHER INSTRUCTIONS.
14. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
15. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT, FACE OF BUILDING, OR BACK OF CURB. FOLLOW WRITTEN DIMENSIONS ALWAY. DO NOT SCALE. DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
16. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL & SAFETY MEASURES.
17. ALL DISABLED PARKING STALLS SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (FEDERAL REGISTER/ VOL. 58 NO. 144/ RULES AND REGULATIONS).
18. CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO COORDINATE CONNECTIONS.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL, ANY DAMAGE FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
20. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.

GRADING NOTES

1. ALL APPLICABLE CHAPTERS AND SECTIONS FROM THE CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION SHALL APPLY.
2. THE PROPOSED CONTOURS REPRESENT TOP OF SLAB, TOP OF CURB, OR TOP OF SIDEWALK IN PAVEMENT, IN ALL OTHER AREAS, THEY REPRESENT THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL LEAVE THE SITE AT SUBGRADE ELEVATIONS IN PARKING LOT AND BUILDING AREAS.
3. THE EXISTING AND PROPOSED FINISHED GROUND SURFACES ARE AVAILABLE ELECTRONICALLY FOR CONTRACTOR VERIFICATION VIA E-MAIL (IN AUTOCAD 2007 FORMAT). THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE EXISTING GROUND SURFACE ELEVATIONS.
4. ALL LINES SHOWN REPRESENTING PAVEMENT ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
5. CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE PROPERTY LINE.
8. ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF GRADING PRIOR TO PLACEMENT OF FILL MATERIAL AND REDISTRIBUTED WITH THE TOPSOIL. A STRIPPING DEPTH OF 6" TO 10" IS ANTICIPATED ON THIS SITE.
9. SUFFICIENT TOPSOIL SHOULD BE SALVAGED AND STOCKPILED BY THE CONTRACTOR FOR RE-SPREADING IN PERMANENT PLANTING AREAS, INCLUDING PARKING LOT ISLANDS AND GREEN SPACES. STOCKPILING AND RE-SPREADING OF TOPSOIL IS NOT A SEPARATE BID ITEM, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE SITE GRADING.
10. TOPSOIL SALVAGED AS PART OF THE EXCAVATION SHALL BE PLACED TO A MINIMUM DEPTH OF 6 INCHES OVER ALL AREAS DISTURBED BY THE WORK. LARGE STONES, STICKS AND LUMPS SHALL BE REMOVED OR BROKEN UP, AND THE TOPSOIL SHALL BE LEVELED AND RAKED TO MATCH ADJACENT GRADES, READY FOR SEEDING. ANY ROCK OR SAND FROM PAVING ACTIVITIES SHALL BE REMOVED PRIOR TO PLACEMENT OF TOPSOIL. ALL EXCESS SOILS, NOT RE-SPREAD WITHIN THE PROJECT LIMITS, SHALL BE REMOVED BY THE CONTRACTOR.
11. IF THERE ARE TREES ON THIS SITE THAT DO NOT SHOW UP ON THE PLANS, THE CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE OR ENGINEER FOR REMOVAL OR RELOCATION, IF REQUIRED.
12. THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN ONE FOOT VERTICAL IN 3 FEET HORIZONTAL.
13. CONTRACTOR SHALL GRADE ALL LOW SPOTS TO DRAIN.
14. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE ENGINEER METHODS TO VERIFY POSITIVE DRAINAGE OFF THE BUILDING PADS.
15. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING FOR ALL NATURAL AND PAVED AREAS.
16. CONTRACTOR SHALL GRADE TO CONTOURS SHOWN IN GREENSPACES.
17. AT THE COMPLETION OF GRADING, THE CONTRACTOR SHALL REMOVE ANY EXCESS EXCAVATION FROM THE SITE.
18. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS PRIOR TO COMMENCING CONSTRUCTION.
19. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES, IF NECESSARY.
20. ANY GEOTECHNICAL/TESTING REPORTS SOLICITED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER.
21. ONCE STRIPPING AND REMOVAL OPERATIONS ARE COMPLETE, THE CONTRACTOR SHALL PROOFROLL THE AREAS TO RECEIVE STRUCTURAL FILL AS PER THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL INFORM THE GEOTECHNICAL ENGINEER PRIOR TO BEGINNING OF PROOFROLLING. THE GEOTECHNICAL ENGINEER SHALL WITNESS ALL PROOFROLLING.
22. FULL TIME OBSERVATION AND TESTING BY A QUALIFIED TESTING LAB OR PROFESSIONAL GEOTECHNICAL ENGINEER SHALL OCCUR TO MONITOR SITE STRIPPING, REMOVAL OF EXISTING FILL/BACKFILL IN THE BUILDING AREA (UNSUITABLE MATERIALS) AND PROOFROLLING AND FILL PLACEMENT.

SANITARY SEWER NOTES

1. ALL SANITARY SEWER SERVICE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LINCOLN PLUMBING CODE.
2. FOR DETAILS OF STANDARD SANITARY SEWER SERVICES, SEE LINCOLN STANDARD PLAN - 210.
3. ALL SANITARY SEWER CONSTRUCTION TO BE DONE UNDER A PLUMBERS PERMIT, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL THE NECESSARY PERMITS.
4. ALL FITTINGS & SERVICE PIPE SHALL BE PVC, SDR 26, ASTM 2241.
5. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL WYES, TEES, FITTINGS, ETC. AS NECESSARY TO INSTALL SANITARY SEWER AS SHOWN ON THESE PLANS.
6. PRIOR TO FINAL ACCEPTANCE ALL SEWER MAIN SHALL BE AIR TESTED BY THE CONTRACTOR @ 5 LBS FOR 15 MINUTES, IN ACCORDANCE WITH THE LINCOLN PLUMBING CODE.
7. FOR PIPE BEDDING DETAILS, SEE LINCOLN STANDARD PLAN - 185.
8. REFERENCE BUILDING PLUMBING PLANS FOR SANITARY SEWER SERVICE ENTRANCES INTO THE BUILDING.
9. SANITARY SEWER SERVICE TAP SHALL BE OBSERVED BY THE CITY OF LINCOLN WASTEWATER DEPARTMENT. CONTACT LINCOLN WASTEWATER @ 402-441-7960 PRIOR TO CONSTRUCTION TO SCHEDULE TAP.

WATER NOTES (CITY OF LINCOLN WATER SERVICE)

1. ALL WATER SERVICE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LINCOLN PLUMBING CODE AND LINCOLN WATER SERVICE MANUAL..
2. ALL WATER MAIN CONSTRUCTION TO BE DONE UNDER A PLUMBERS PERMIT, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
3. WATER SERVICE TAP SHALL BE PERFORMED BY LINCOLN WATER SYSTEM(LWS). CONTACT LWS TO SCHEDULE AND COORDINATE TAP, 402-441-7571.
4. FOR DETAILS OF PIPE BEDDING, SEE LINCOLN STANDARD PLAN - 185.
5. FOR DETAILS OF THRUST BLOCKS, ANCHORS, AND TEE BLOCKS, SEE LINCOLN STANDARD PLAN - 320.
6. REFER TO BUILDING PLUMBING PLANS FOR WATER SERVICE CONNECTIONS INTO THE BUILDING.
7. MATERIAL OF PIPE FROM TAP OF PUBLIC WATER MAIN TO METER IN BUILDING FOR WATER SERVICES SHALL BE AS INDICATED BELOW:
   * SERVICE LINES 3" AND 6" - PVC, AWWA C900, DR14
8. BUILD 1 1/2" PVC RISER PIPE W/ 1 1/2" SOLVENT WELDED CAP, AT THE END OF WATER SERVICE.
9. WATER SERVICE PIPING SHALL HAVE A 5.0' MINIMUM BURY DEPTH AS MEASURED FROM FINISHED GROUND TO TOP OF PIPE.
10. FOR DETAILS OF WATER TAPPING PIT, SEE LINCOLN STANDARD PLAN - 340. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF EXISTING PAVEMENT AND SIDEWALK AS NECESSARY FOR PREPARATION OF THE WATER TAPPING PIT.

PRIVATE STORM SEWER NOTES

1. FOR DETAILS OF R.C. COLLARS, R.C. ELBOWS, AND PLUGS, SEE LINCOLN STANDARD PLAN - 150.
2. FOR DETAILS OF PIPE BEDDING, SEE LINCOLN STANDARD PLAN - 185.
3. FOR DETAILS OF STORM SEWER CONSTRUCTION, SEE STANDARD SPECIFICATION, CHAPTER 21, 2017 EDITION, CITY OF LINCOLN, NEBRASKA. ALL STANDARD SPECIFICATIONS AND ADDENDA SHALL APPLY.
4. FOR DETAILS OF PAVEMENT REPLACEMENT FOR UTILITY CONSTRUCTION, SEE LINCOLN STANDARD PLAN - 670.
5. ALL STATIONING AND DIMENSIONS ARE TO BE CENTERLINE OF VAULT UNLESS OTHERWISE NOTED.
6. ALL STORM SEWER PIPE MATERIAL 12" AND SMALLER SHALL BE ADVANCED DRAINAGE SYSTEMS (ADS) PRODUCT OR APPROVED EQUAL.
7. ALL STORM SEWER PIPE MATERIAL TO CONFORM TO LOCAL CODES.

UTILITY NOTES

ELECTRICAL SERVICE

1. ELECTRICAL TRANSFORMER PAD TO BE BUILT BY SITE CONTRACTOR. COORDINATE WITH LINCOLN ELECTRIC SYSTEM FOR EXACT SIZE, LOCATION, AND MATERIALS USED FOR PAD.
2. UNDERGROUND TELEPHONE AND ELECTRIC PRIMARY CONDUITS AND CONDUCTORS TO BE BUILT BY LINCOLN ELECTRIC SYSTEM. COORDINATE WITH LINCOLN ELECTRIC SYSTEM FOR EXACT LOCATION AND SCHEDULING OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR SECONDARY CONDUIT FROM TRANSFORMER TO WITHIN 5' OF BUILDING.
3. REFER TO ARCHITECTURAL BUILDING ELECTRICAL PLANS FOR CONTINUATION OF SERVICE IN BUILDING.

TELEPHONE SERVICE

1. THE CONTRACTOR IS RESPONSIBLE TO FURNISH AND INSTALL CONDUIT FOR TENANT TELEPHONE SERVICE AS SHOWN.
2. WINDSTREAM WILL DIRECT BURY TELEPHONE LINES IN UTILITY EASEMENTS.
3. CONTRACTOR TO CONTACT WINDSTREAM TO VERIFY EXACT CONNECTION POINT OF SERVICE OFF THE PROPERTY.
4. REFER TO ARCHITECTURAL BUILDING MECHANICAL PLANS FOR CONTINUATION OF SERVICE IN BUILDING.

CABLE TELEVISION

1. CONDUIT FOR CABLE TELEVISION IS TO BE INSTALLED IN THE SAME TRENCH AS THE TELEPHONE.
2. CONTACT CABLE COMPANY FOR EXACT LOCATION OF CONNECTION POINTS.
3. REFER TO ARCHITECTURAL BUILDING MECHANICAL PLANS FOR CONTINUATION OF SERVICE IN BUILDING.

GAS MAIN

1. UNDERGROUND GAS SERVICE TO BE BUILT BY BLACK HILLS ENERGY. COORDINATE WITH BLACK HILLS ENERGY FOR EXACT LOCATION AND SCHEDULING OF CONSTRUCTION.
2. REFER TO ARCHITECTURAL BUILDING MECHANICAL PLANS FOR CONTINUATION OF SERVICE IN BUILDING.

GENERAL NOTES

1. THE CONTRACTOR SHALL MAINTAIN STRICT LATERAL CLEARANCE AS SHOWN ON THE PLANS FOR ALL UTILITY LINES.
2. IN ANY OF THE MAIN OR SERVICE ROUTES ARE ADJUSTED IN THE FIELD BY THE CONTRACTOR, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TO THE ENGINEER A RECORD OF THE EXACT LOCATIONS, AT THE CONTRACTOR'S EXPENSE. A LICENSED SURVEYOR SHALL BE RETAINED TO LOCATE THE CONDUIT ROUTES. THE CONTRACTOR SHALL PROVIDE THE SURVEYED LOCATIONS TO THE ENGINEER IN ELECTRONIC FORMAT.
3. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED PER THE SPECIFICATIONS IN THE GEOTECHNICAL REPORT.
4. THE CONTRACTOR SHALL RESTORE ANY DISTURBED AREA TO ITS PREVIOUS CONDITION.
5. ALL CONDUITS SHALL BE TERMINATED 5 FEET FROM THE BUILDING.
6. THE CONTRACTOR SHALL VERIFY ALL VERTICAL AND HORIZONTAL CROSSINGS OF ALL PROPOSED AND EXISTING UTILITIES PRIOR TO INSTALLATION OF CONDUIT. CONTACT THE ENGINEER WITH ANY CONFLICTS.
7. ALL CONDUIT STUBS SHALL BE CAPPED AND MARKED ABOVE GROUND WITH REBAR AND A FLAG.

ne1call.com 800-331-5666 Nebraska 811 Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

GENERAL NOTES - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by: JEF
checked by: NKB
approved by: NKB
QA/QC by: NKB
project no.: C18-2226
drawing no.: -
date: 08-19-2019

SHEET
C001A

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_NOT_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 3:24pm XREFS: C_TLBK_22 x 34 underpass_82666

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_DEM_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 4:38pm XREFS: C_underpass parking c_pbase_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_82666
C_r4-partial C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 L_PSHSC_82666 C_PBASE_60172 C_TLBK_22 x 34 underpass_82666 C_F

CONTROL POINTS

PNT.	NORTHING	EASTING	ELEV.	DESC.
7	205816.19	157439.72	1152.80	CHISELED 'X'
8	206126.16	157441.51	1153.04	CHISELED 'X'
11	204989.35	157389.37	1152.70	CHISELED 'X'
12	205021.70	156997.22	1152.84	CHISELED 'X'
13	205208.60	157423.74	1152.36	CHISELED 'X'
14	205396.78	157136.68	.	CHISELED 'X'

BENCHMARKS

1. CHISELED 'X' E. OF HYDRANT, SW. CORNER OF 'Q' STREET AND CANOPY STREET.
CONTROL POINT #8
ELEV.=1153.04 (N.A.V.D. 1988)

2. CHISELED 'X' ON TOP OF CURB, E. OF HYDRANT, NW. CORNER OF 'P' STREET AND CANOPY STREET.
CONTROL POINT #7
ELEV.=1152.80 (N.A.V.D. 1988)

3. CHISELED 'X' ON TOP OF CURB, S. SIDE OF INLET, N. END OF PARKING MAGAZINE, W. SIDE OF CANOPY STREET, ACROSS FROM CANOPY STREET MARKET.
CONTROL POINT #13
ELEV.=1152.36 (N.A.V.D. 1988)

4. CHISELED 'X' ON TOP OF CURB, W. SIDE OF INLET, NW. CORNER OF 'N' STREET AND CANOPY STREET.
CONTROL POINT #11
ELEV.=1152.70 (N.A.V.D. 1988)

5. CHISELED 'X' ON TOP OF CURB, E. SIDE OF INLET, 2ND INLET W. OF CANOPY STREET, N. SIDE OF 'N' STREET.
CONTROL POINT #12
ELEV.=1152.84 (N.A.V.D. 1988)

UTILITY CONTACTS

LINCOLN WASTE WATER – (402)441–7711
LINCOLN ELECTRIC SYSTEM – (402)467–7623
BLACK HILLS ENERGY – (402)437–1715
WINDSTREAM COMMUNICATIONS – (402)436–5691
SPECTRUM – (402)421–0330
LINCOLN WATER SYSTEM – (402)441–7571

N

0' 10' 20' 40'
SCALE IN FEET

DEMO LEGEND

- REMOVE AND DISPOSE EXISTING CONCRETE PAVEMENT, COMPLETE
- (A) REMOVE AND RELOCATE EXISTING LIGHT POLES AND LINES, COMPLETE
- (B) SAWCUT EXISTING PAVEMENT
- (C) REMOVE AND DISPOSE EXISTING BOLLARDS, COMPLETE
- (D) PROTECT EXISTING PAVEMENT, IN PLACE
- (E) PROTECT EXISTING CURB AND GUTTER
- (F) PROTECT EXISTING LIGHT POLE, IN PLACE
- (G) REMOVE AND DISPOSE EXISTING STORM INLET, COMPLETE
- (H) PROTECT EXISTING SANITARY SEWER AND MANHOLE, IN PLACE
- (I) PROTECT EXISTING STORM SEWER AND INLETS, IN PLACE
- (J) PROTECT EXISTING WATER MAIN, FIRE HYDRATE AND WATER VALVE, IN PLACE
- (K) REMOVE AND DISPOSE EXISTING FENCE LINE, COMPLETE
- (L) REMOVE AND SALVAGE EXISTING SIGN, TO OWNER
- (M) REMOVE AND DISPOSE EXISTING BUILDING BY OTHERS, COMPLETE

LEGEND

- AIR CONDITIONING UNIT
- BOLLARD
- BUSH
- CURB INLET
- CONTROL POINT
- ELECTRIC MANHOLE
- FIRE HYDRANT
- GAS METER
- GRATE INLET
- GREASE TRAP
- JUNCTION BOX
- LIGHT POLE
- PARKING METER
- ROOF DRAIN
- SOIL BORING
- SANITARY SEWER CLEANOUT
- SIGN
- STEEL POST
- SANITARY SEWER MANHOLE
- TELEPHONE RISER
- TRANSFORMER
- TRAFFIC SIGNAL MANHOLE
- VENT PIPE
- WATER VALVE
- 1150 — CONTOUR LINE
- CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- CABLE FENCE
- WIRE FENCE
- 10"SS — SANITARY SEWER LINE
- 10"SD — STORM SEWER LINE
- 10"W — WATER LINE
- G — UNDERGROUND GAS MAIN
- P–OH — OVERHEAD POWER
- P–UG — UNDERGROUND POWER
- TEL — UNDERGROUND TELEPHONE LINE
- CATV — UNDERGROUND CABLE TELEVISION LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- T — UNDERGROUND TRAFFIC LINE
- ST — STEAM TUNNEL

DEMO NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.

2. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, SIGNING, BARRICADES, ENCLOSURES, ETC., TO THE BEST PRACTICES AND APPROVED BY THE CITY OF LINCOLN.

3. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE EXISTING PROPERTY AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.

4. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND CONSTRUCTION OF PROJECT.

6. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES OF ALL FENCE, FLUMES, FOUNDATIONS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC. (EXCEPT WHERE NOTED BY THE ENGINEER), SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE CITY OF LINCOLN SPECIFICATIONS.

7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.

8. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.

9. ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED, RELOCATED, AND/OR ABANDONED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE CONSTRUCTION LIMITS DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES.

10. ALL SIDEWALK & PAVEMENT TO REMAIN SHALL BE PROTECTED IN PLACE INCLUDING PROTECTION FROM DAMAGE CAUSED BY REMOVAL OF ABUTTING CONCRETE. THE CONTRACTOR SHALL SAW CUT AT NEAREST JOINT WHERE NECESSARY.

11. DO NOT DISRUPT UTILITY SERVICE TO ADJACENT BUSINESSES OR RESIDENCES WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER.

12. DO NOT DISRUPT TRAFFIC ON ADJACENT PUBLIC STREETS WITHOUT PRIOR WRITTEN APPROVAL BY THE CITY.

13. REMOVAL AND DISPOSAL OF BUSHES & TREES SMALLER THAN 12" IN DIAMETER WILL BE CONSIDERED SUBSIDIARY TO THE PRICE BID FOR "CLEARING AND GRUBBING".

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

DEMOLITION PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2666
drawing no.:	-
date:	08-19-2019

SHEET
C002A

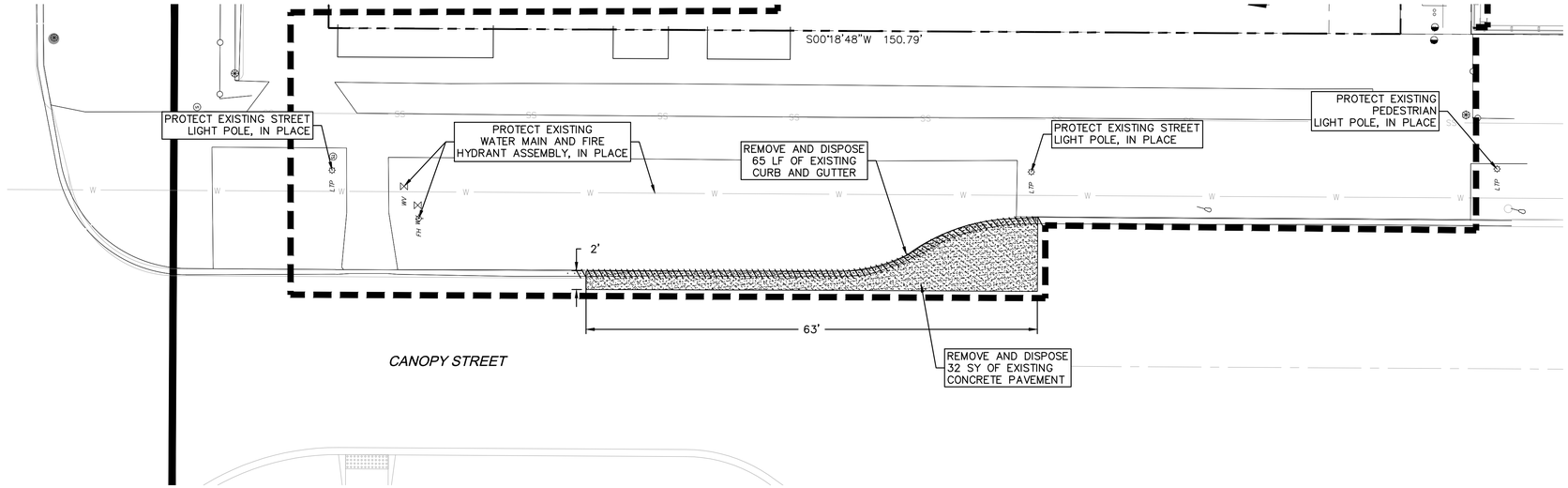
XX-XX-XX

PAVING NOTES:

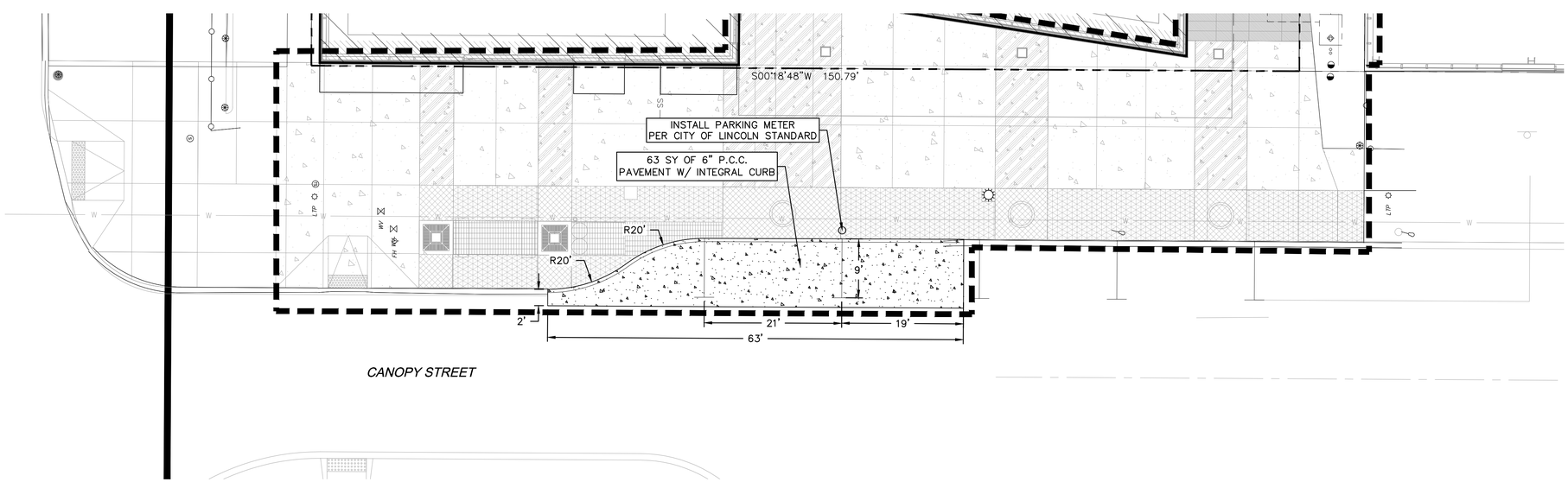
1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION. THE CONTRACTOR SHALL DEVISE A TRAFFIC CONTROL PLAN AND SUBMIT TO THE ENGINEER FOR APPROVAL.
2. TRAFFIC CONTROL SHALL BE PER CHAPTER 15 OF THE CITY OF LINCOLN STANDARD SPECIFICATIONS, 2017 EDITION.
3. THE WEST LAND OF SOUTH BOUND TRAFFIC ON CANOPY STREET SHALL BE CLOSED DURING ON-STREET PARKING CONSTRUCTION.
4. NO LANE CLOSURE SHALL OCCUR BETWEEN THE HOURS OF 7:00 – 8:00 A.M. AND BETWEEN THE HOURS OF 3:30 – 6:00 P.M. OR FROM NOON THE DAY BEFORE TO NOON THE DAY AFTER A UNIVERSITY OF NEBRASKA–LINCOLN HOME FOOTBALL GAME.
5. NO LANE CLOSURE SHALL OCCUR UNLESS CONSTRUCTION ACTIVITY IS TAKING PLACE WITHIN THE ON-STREET PARKING OF CANOPY STREET.
6. ALL TRAFFIC CONTROL DEVICES SHALL BE LOCATED ACCORDING TO AND MEET THE REQUIREMENTS PRESCRIBED IN THE MUTCD.

UTILITY CONTACTS

LINCOLN WASTE WATER – (402)441–7711
LINCOLN ELECTRIC SYSTEM – (402)467–7623
BLACK HILLS ENERGY – (402)437–1715
WINDSTREAM COMMUNICATIONS – (402)436–5691
TIME WARNER – (402)421–0330
LINCOLN WATER SYSTEM – (402)441–7571



DEMOLITION PLAN



CONSTRUCTION PLAN

LEGEND

AC	AIR CONDITIONING UNIT
	BOLLARD
BU	BUSH
	CURB INLET
	CONTROL POINT
E	ELECTRIC MANHOLE
FH	FIRE HYDRANT
GM	GAS METER
	GRATE INLET
	GREASE TRAP
	JUNCTION BOX
LTP	LIGHT POLE
	PARKING METER
RD	ROOF DRAIN
	SOIL BORING
	SANITARY SEWER CLEANOUT
	SIGN
	STEEL POST
S	SANITARY SEWER MANHOLE
T	TELEPHONE RISER
	TRANSFORMER
TM	TRAFFIC SIGNAL MANHOLE
	VENT PIPE
WV	WATER VALVE
1150	CONTOUR LINE
	CENTER LINE
	PROPERTY LINE
	EASEMENT LINE
	CABLE FENCE
X	WIRE FENCE
10"SS	SANITARY SEWER LINE
10"SD	STORM SEWER LINE
10"W	WATER LINE
G	UNDERGROUND GAS MAIN
P–OH	OVERHEAD POWER
P–UG	UNDERGROUND POWER
TEL	UNDERGROUND TELEPHONE LINE
CATV	UNDERGROUND CABLE TELEVISION LINE
FO	UNDERGROUND FIBER OPTIC LINE
T	UNDERGROUND TRAFFIC LINE
ST	STEAM TUNNEL

N

0' 5' 10' 20'
SCALE IN FEET

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

SITE PAVING PLAN
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS
LINCOLN, NEBRASKA

drawn by: JEF
checked by: NKB
approved by: NKB
QA/QC by: NKB
project no.: B18-2226
drawing no.: -
date: 08-19-2019

SHEET
C100

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

XX-XX-XX

DWG: F:\2018\2501-3000\018-266640-Design\AutoCAD\Final Plans\Sheets\GNCV\StreetscapeIC_PAV_street parking_82666.dwg USER: jfasnacht
DATE: Sep 04, 2019 1:13pm XREFS: C_PBASE_82666 C_Oscar 1.0 Pbase_22356 c_stopo_22356 c_r4-partial C_Exist Plat_22356 C_Deck 2_22356
C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_FloorPlan-Level 1_22356-oa L_PSHSC_82666

DWG: F:\2018\2501-3000\018-266640-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_SIT_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 4:40pm XREFS: C_underpass parking C_PBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_underpass_82666
C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 L_PBASE_O-St_82666 C_PBASE_underpass_82666 C_PBASE_underpass_82666 c_r4-partial

GENERAL NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND REQUEST A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
3. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE DEVELOPER'S ENGINEER, CITY INSPECTOR, OR DEVELOPER'S ENGINEER FIELD REPRESENTATIVE ANY DISCREPANCIES BETWEEN HIS MEASUREMENTS AND THESE PLANS.
4. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE CONSTITUTES ALL KNOWN FACILITIES. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT @ 1-800-331-5666 IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
5. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLAN IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
6. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
7. THE CONTRACTOR SHALL USE CAUTION AROUND ANY EXISTING UTILITIES OR IMPROVEMENTS LOCATED ON SITE. HE SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY THE NEW CONSTRUCTION.
8. ALL SPOIL MATERIAL SHALL BE REMOVED FROM THE STREET ROW, UTILITY EASEMENT, OR ACCESS EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE DEPOSITED WITHIN THE SITE DEVELOPMENT BOUNDARY IN AREAS DESIGNATED BY THE DEVELOPER'S ENGINEER. THE MATERIAL SHALL BE STOCKPILED OR SPREAD AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT SHALL BE MADE FOR DISPOSAL OF SPOIL MATERIAL; IT SHALL BE CONSIDERED SUBSIDIARY TO THE PRICE BID.
9. A PORTABLE RESTROOM FACILITY WILL BE REQUIRED ON-SITE DURING CONSTRUCTION ACTIVITIES.
10. ANY ON-SITE FUELING WILL COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
11. A CONCRETE TRUCK WASHOUT WILL BE LOCATED ON THE SITE.
12. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EROSION CONTROL MEASURES DAMAGED BY CONSTRUCTION ACTIVITIES.
13. EXISTING UTILITY LINES, EITHER OVERHEAD OR UNDERGROUND, AND PERMANENT STRUCTURE WITHIN THE PROPERTY LINES SHALL BE KEPT FREE OF DAMAGE BY CONTRACTOR'S OPERATIONS. IF SUCH UTILITY OR STRUCTURE IS DAMAGED, IT SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. IF ANY UTILITY LINES OR STRUCTURES ARE DAMAGED DURING OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR FURTHER INSTRUCTIONS.
14. HANDICAP PARKING INDICATOR SIGNS CAN BE WALL-MOUNTED IN FRONT OF ACCESSIBLE STALLS.
15. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
16. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT, FACE OF BUILDING, OR BACK OF CURB. FOLLOW WRITTEN DIMENSIONS ALWAY. DO NOT SCALE. DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
17. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL & SAFETY MEASURES.
18. ALL DISABLED PARKING STALLS SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (FEDERAL REGISTER/ VOL. 58 NO. 144/ RULES AND REGULATIONS).
19. CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO COORDINATE CONNECTIONS.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL, ANY DAMAGE FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
21. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.

NOTE:
ALL DIMENSIONS ARE TO BACK OF CURB, EDGE OF PAVEMENT, OR CENTER OF STRIPING.

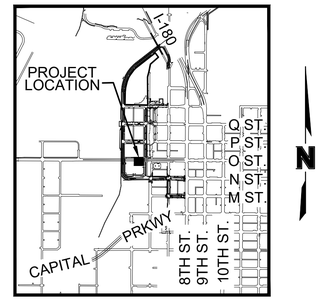
LEGEND

- AIR CONDITIONING UNIT
- BOLLARD
- BUSH
- CURB INLET
- CONTROL POINT
- ELECTRIC MANHOLE
- FIRE HYDRANT
- GAS METER
- GRATE INLET
- GREASE TRAP
- JUNCTION BOX
- LIGHT POLE
- PARKING METER
- ROOF DRAIN
- SOIL BORING
- SANITARY SEWER CLEANOUT
- SIGN
- STEEL POST
- SANITARY SEWER MANHOLE
- TELEPHONE RISER
- TRANSFORMER
- TRAFFIC SIGNAL MANHOLE
- VENT PIPE
- WATER VALVE
- 1150 CONTOUR LINE
- CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- CABLE FENCE
- X X WIRE FENCE
- 10"SS SANITARY SEWER LINE
- 10"SD STORM SEWER LINE
- 10"W WATER LINE
- G UNDERGROUND GAS MAIN
- P-OH OVERHEAD POWER
- P-UG UNDERGROUND POWER
- TEL UNDERGROUND TELEPHONE LINE
- CATV UNDERGROUND CABLE TELEVISION LINE
- FO UNDERGROUND FIBER OPTIC LINE
- T UNDERGROUND TRAFFIC LINE
- ST STEAM TUNNEL

SITE INFORMATION
LEGAL DESCRIPTION: WEST HAYMARKET ADDITION, OUTLOT E
ZONING: B-4
TOTAL DISTURBED AREA IS APPROX. 0.72 ACRES

LEGEND

- (A) 4" YELLOW PAVEMENT MARKING (TYP.)
- (B) 4" YELLOW PAVEMENT MARKING, 2.0' O.C. @ 45° (TYP.)
- (C) CONSTRUCT 24" CURB AND GUTTER (TYP.)
- (D) EXISTING BRIDGE COLUMN TO REMAIN, IN PLACE



LOCATION MAP
NOT TO SCALE

PAVING LEGEND

PROPOSED 8" THICK CONCRETE PAVEMENT

PROPOSED STREETSCAPE (REFER TO HARDSCAPE PLANS)

UTILITY CONTACTS

LINCOLN WASTE WATER - (402)441-7711
LINCOLN ELECTRIC SYSTEM - (402)467-7623
BLACK HILLS ENERGY - (402)437-1715
WINDSTREAM COMMUNICATIONS - (402)436-5691
SPECTRUM - (402)421-0330
LINCOLN WATER SYSTEM - (402)441-7571

0' 10' 20' 40'
SCALE IN FEET

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

SITE PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

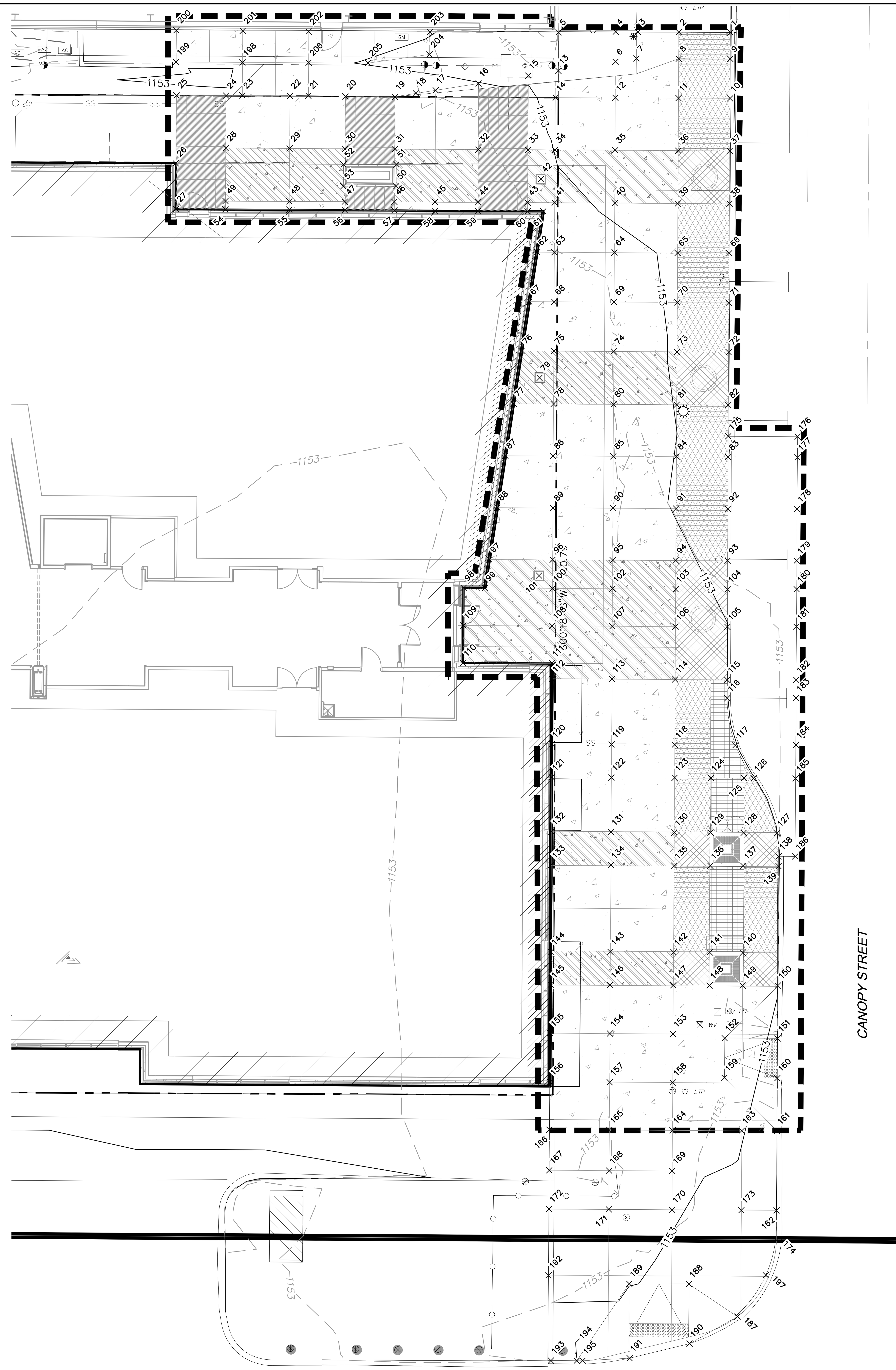
LINCOLN, NEBRASKA

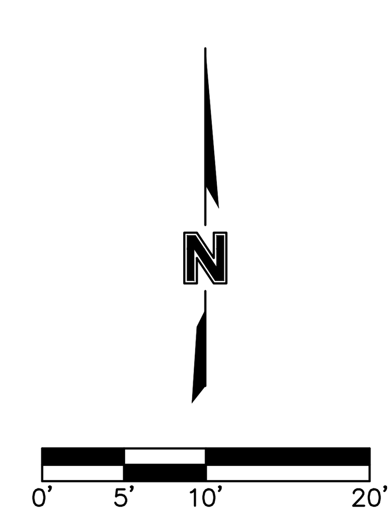
drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2666
drawing no.:	
date:	08-19-2019

SHEET
C100A

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Streetscape\C_GRD_82666.dwg USER: jfasnacht
DATE: Sep 04, 2019 1:11pm XREFS: C_PBASE_82666 C_Oscar 1.0 Pbase_22356 c_stopo_22356 c_r4-partial C_Exist Plat_22356 C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_FloorPlan-Level 1_22356-oa L_PSHSC_82666





POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
1	205579.7970	157430.0598	1152.434	TC/ME
2	205579.8418	157422.2880	1152.508	TS
3	205579.8776	157416.0973	1152.722	TS
4	205579.8970	157412.7350	1152.740	TS
5	205579.8160	157404.1071	1152.810	TS
6	205575.3609	157412.7088	1152.793	TS
7	205575.8609	157415.8588	1152.736	TS
8	205575.8179	157422.2678	1152.606	TS
9	205575.7969	157430.0698	1152.453	TC/ME
10	205569.8203	157430.0349	1152.483	TC/ME
11	205569.8671	157422.2322	1152.625	TS
12	205569.9222	157412.6774	1152.796	TS
13	205573.9883	157404.0631	1152.765	TS
14	205569.9392	157403.6511	1152.906	TS
15	205573.2703	157399.5101	1152.846	TS
16	205572.0786	157391.9802	1153.012	TS
17	205571.0509	157385.5019	1153.155	TS
18	205570.5799	157382.5268	1153.221	TS
19	205570.0751	157379.3465	1153.291	TS
20	205570.1162	157371.8465	1153.272	TS
21	205570.2179	157366.2485	1153.247	TS
22	205570.2002	157363.4470	1153.273	TS
23	205570.2717	157356.2494	1153.329	TS
24	205570.2532	157353.7886	1153.301	TS
25	205570.3021	157346.2891	1153.396	TS
26	205560.0032	157346.1909	1153.680	TS
27	205553.1022	157346.1944	1153.679	TS
28	205562.3098	157353.7460	1153.532	TS
29	205562.2572	157363.4033	1153.436	TS
30	205562.2086	157371.8028	1153.439	TS
31	205562.1477	157379.3030	1153.477	TS
32	205562.0782	157391.9527	1153.438	TS
33	205562.0371	157399.4526	1153.155	TS
34	205562.0305	157403.5494	1152.992	TS
35	205561.9781	157412.6315	1152.832	TS
36	205561.9260	157422.1846	1152.662	TS
37	205561.8822	157429.9889	1152.523	TC/ME
38	205553.8824	157429.9474	1152.562	TC/ME
39	205553.9274	157422.1384	1152.714	TS
40	205553.9906	157412.5854	1152.922	TS
41	205554.0520	157403.5033	1153.119	TS
42	205557.6037	157401.4235	1153.128	TS
43	205554.0536	157399.4088	1153.257	TS
44	205554.0998	157391.9089	1153.569	TS
45	205554.1356	157385.4087	1153.660	TS
46	205554.1708	157379.2592	1153.660	TS
47	205554.2087	157371.7588	1153.638	TS
48	205554.2558	157363.3594	1153.638	TS
49	205554.3100	157353.7011	1153.655	TS
50	205556.5142	157379.5052	1153.611	TS
51	205559.8163	157379.5237	1153.523	TS
52	205559.8610	157371.5551	1153.484	TS
53	205556.5589	157371.5366	1153.571	TS
54	205553.0529	157353.6942	1153.679	TS
55	205553.0002	157363.3525	1153.679	TS
56	205552.9163	157371.7519	1153.680	TS
57	205552.9096	157379.2523	1153.679	TS
58	205552.8334	157385.4015	1153.680	TS
59	205552.8387	157391.9020	1153.590	TS
60	205552.7549	157399.4016	1153.279	TS
61	205552.7417	157401.7671	1153.180	TS
62	205546.5643	157400.8506	1153.388	TS
63	205546.5497	157403.4600	1153.336	TS
64	205546.4972	157412.5422	1153.139	TS
65	205546.4452	157422.0952	1152.885	TS
66	205546.4000	157429.8993	1152.600	TC/ME
67	205539.0898	157399.6484	1153.641	TS
68	205539.0687	157403.4168	1153.566	TS
69	205539.0178	157412.4990	1153.271	TS
70	205538.9626	157422.0520	1152.922	TS
71	205538.9175	157429.8560	1152.636	TC/ME
72	205531.4503	157429.8128	1152.673	TC/ME
73	205531.4941	157422.0089	1152.948	TS
74	205531.5477	157412.4558	1153.287	TS
75	205531.6001	157403.3737	1153.601	TS
76	205531.6260	157398.4901	1153.680	TS
77	205523.6326	157397.2918	1153.679	TS
78	205523.5988	157403.3275	1153.584	TS
79	205527.5469	157401.2114	1153.630	TS

POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
80	205523.5478	157412.4097	1153.312	TS
81	205523.4942	157421.9627	1152.982	TS
82	205523.4610	157429.7666	1152.711	TC/ME
83	205515.5488	157429.7261	1152.750	TC
84	205515.6393	157421.9173	1152.989	TS
85	205515.6928	157412.3643	1153.281	TS
86	205515.7438	157403.2821	1153.553	TS
87	205515.7844	157396.0317	1153.670	TS
88	205507.9361	157394.8137	1153.660	TS
89	205507.8888	157403.2368	1153.522	TS
90	205507.8364	157412.3189	1153.250	TS
91	205507.7843	157421.8720	1152.983	TS
92	205507.7554	157429.6973	1152.828	TC
93	205499.8854	157429.6532	1152.907	TC
94	205499.9306	157421.8267	1153.062	TS
95	205499.9857	157412.2736	1153.252	TS
96	205500.0382	157403.1914	1153.491	TS
97	205500.0876	157393.5957	1153.650	TS
98	205495.7867	157389.7169	1153.677	TS
99	205495.7713	157392.9259	1153.645	TS
100	205495.7122	157403.1665	1153.474	TS
101	205497.6619	157401.1309	1153.515	TS
102	205495.6630	157412.2487	1153.295	TS
103	205495.6094	157421.8017	1153.105	TS
104	205495.5804	157429.6523	1152.950	TC
105	205489.8805	157429.6312	1153.007	TC
106	205489.9259	157421.7689	1153.162	TS
107	205489.9808	157412.2158	1153.351	TS
108	205490.0317	157403.1337	1153.509	TS
109	205490.1071	157389.6850	1153.677	TS
110	205484.4249	157389.6532	1153.677	TS
111	205484.3912	157403.1011	1153.542	TS
112	205482.0341	157403.0879	1153.570	TS
113	205481.9952	157412.1697	1153.403	TS
114	205481.9414	157421.7231	1153.234	TS
115	205481.8854	157429.6016	1153.086	TC
116	205479.0857	157429.5913	1153.114	TC
117	205472.0088	157430.8572	1153.170	TC
118	205472.0644	157421.6658	1153.337	TS
119	205472.1139	157412.1127	1153.457	TS
120	205472.1647	157403.0557	1153.590	TS
121	205467.1647	157403.0445	1153.600	TS
122	205467.1125	157412.0838	1153.468	TS
123	205467.0613	157421.6355	1153.348	TS
124	205467.0305	157427.1249	1153.280	TS
125	205467.0017	157432.1262	1153.217	TS
126	205466.9954	157433.5912	1153.198	TC
127	205458.7080	157437.0853	1153.058	TC
128	205458.7361	157432.0785	1153.212	TS
129	205458.7650	157427.0786	1153.298	TS
130	205458.7949	157421.5906	1153.367	TS
131	205458.8501	157412.0361	1153.486	TS
132	205458.8991	157403.0159	1153.617	TS
133	205453.8991	157402.9970	1153.627	TS
134	205453.8486	157412.0072	1153.497	TS
135	205453.7934	157421.5603	1153.378	TS
136	205453.7617	157427.0497	1153.295	TS
137	205453.7337	157432.0474	1153.207	TS
138	205455.1830	157437.3777	1153.115	TC
139	205453.7063	157437.3694	1153.107	TC/ME
140	205440.6299	157431.9739	1153.153	TS
141	205440.6588	157426.9740	1153.265	TS
142	205440.6889	157421.4867	1153.379	TS
143	205440.7427	157411.9322	1153.526	TS
144	205440.7749	157402.9417	1153.655	TS
145	205435.7932	157402.9137	1153.666	TS
146	205435.7413	157411.9027	1153.537	TS
147	205435.6892	157421.4557	1153.359	TS
148	205435.6575	157426.9451	1153.237	TS
149	205435.6328	157431.9451	1153.126	TS
150	205435.6449	157437.2649	1153.008	TC/ME
151	205427.6450	157437.2187	1152.966	TC/ME
152	205427.6912	157429.2188	1153.143	TS
153	205428.3300	157421.4133	1153.319	TS
154	205428.3852	157411.8602	1153.531	TS
155	205428.4516	157402.8101	1153.680	TS
156	205421.0755	157402.7687	1153.680	TS
157	205421.0247	157411.8177	1153.492	TS
158	205420.9712	157421.3708	1153.280	TS
159	205421.6908	157429.1842	1153.112	TS

POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
160	205421.6446	157437.1841	1152.935	TC/ME
161	205413.6450	157437.1379	1152.893	TC/ME
162	205401.6453	157437.0660	1152.747	TC/ME
163	205413.6987	157431.8181	1153.011	TS
164	205413.7447	157421.3287	1153.243	TS
165	205413.7873	157411.7759	1153.407	TS
166	205413.8381	157402.7054	1153.533	TS
167	205407.7021	157402.6859	1153.347	TS
168	205407.6566	157411.7405	1153.227	TS
169	205407.6135	157421.2828	1153.095	TS
170	205401.7340	157421.2488	1153.026	TS
171	205401.7885	157411.7067	1153.151	TS
172	205401.8493	157402.6483	1153.317	TS/ME
173	205401.6747	157431.7489	1152.888	TS
174	205397.1332	157437.0425	1152.652	TC/ME
175	205518.7157	157429.7444	1152.734	TC/ME
176	205518.6551	157440.2442	1152.307	TS/ME
177	205515.5488	157440.2263	1152.327	TS/ME
178	205507.7381	157440.1812	1152.378	TS/ME
179	205499.9150	157440.1360	1152.429	TS/ME
180	205495.5892	157440.1110	1152.458	TS/ME
181	205489.9069	157440.0782	1152.495	TS/ME
182	205481.8883	157440.0319	1152.547	TS/ME
183	205479.1086	157440.0159	1152.566	TS/ME
184	205472.0301	157439.9750	1152.612	TS/ME
185	205466.9772	157439.9458	1152.645	TS/ME
186	205455.1686	157439.8777	1152.722	TS/ME
187	205385.5709	157431.1452	1152.851	TC/ME
188	205390.4797	157423.8127	1152.906	TS
189	205390.5319	157414.7799	1153.018	TS
190	205381.4856	157423.9077	1152.455	TS/ME
191	205379.2909	157414.8401	1152.455	TS/ME
192	205391.8323	157402.5630	1153.118	TS/ME
193	205378.9170	157402.9356	1152.927	TC/ME
194	205378.9057	157406.8470	1152.955	TC/ME
195	205378.8950	157407.7152	1152.938	TC/ME
197	205391.8405	157435.4345	1152.738	TC/ME
198	205575.2716	157356.2774	1153.167	TS
199	205575.3279	157346.2478	1153.167	TS
200	205580.1291	157346.2749	1153.231	TS
201	205580.0315	157356.3048	1153.182	TS
202	205579.9405	157366.3046	1153.132	TS
203	205579.8705	157384.5973	1153.012	TS
204	205576.4813	157384.5782	1152.947	TS
205	205575.1686	157375.2764	1152.980	TS
206	205575.2178	157366.2765	1153.080	TS

POINT TABLE LEGEND

TS = TOP OF SLAB
TC = TOP OF CURB
ME = MATCH EXISTING

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311 www.olsson.com

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

E.O.#
T.C.#
2019

STREETSCAPE SPOT ELEVATION PLAN
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS
LINCOLN, NEBRASKA

drawn by: JEF
checked by: NKB
approved by: NKB
QA/QC by: NKB
project no.: B18-2226
drawing no.: -
date: 08-19-2019

SHEET
C200

XX-XX-XX

DWG: F:\2018\2501-3000\018-266640-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_GRD_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 3:25pm XREFS: C_underpass parking c_pbase_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_82666
C_r4-partial C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 C_PBASE_60172 C_PCONT_underpass_82666 C_XBASE_underpass_82666

CONTROL POINTS

PNT.	NORTHING	EASTING	ELEV.	DESC.
7	205816.19	157439.72	1152.80	CHISELED 'X'
8	206126.16	157441.51	1153.04	CHISELED 'X'
11	204989.35	157389.37	1152.70	CHISELED 'X'
12	205021.70	156997.22	1152.84	CHISELED 'X'
13	205208.60	157423.74	1152.36	CHISELED 'X'
14	205396.78	157136.68	.	CHISELED 'X'

BENCHMARKS

1. CHISELED 'X' E. OF HYDRANT, SW. CORNER OF 'Q' STREET AND CANOPY STREET.
CONTROL POINT #8
ELEV.=1153.04 (N.A.V.D. 1988)

2. CHISELED 'X' ON TOP OF CURB, E. OF HYDRANT, NW. CORNER OF 'P' STREET AND CANOPY STREET.
CONTROL POINT #7
ELEV.=1152.80 (N.A.V.D. 1988)

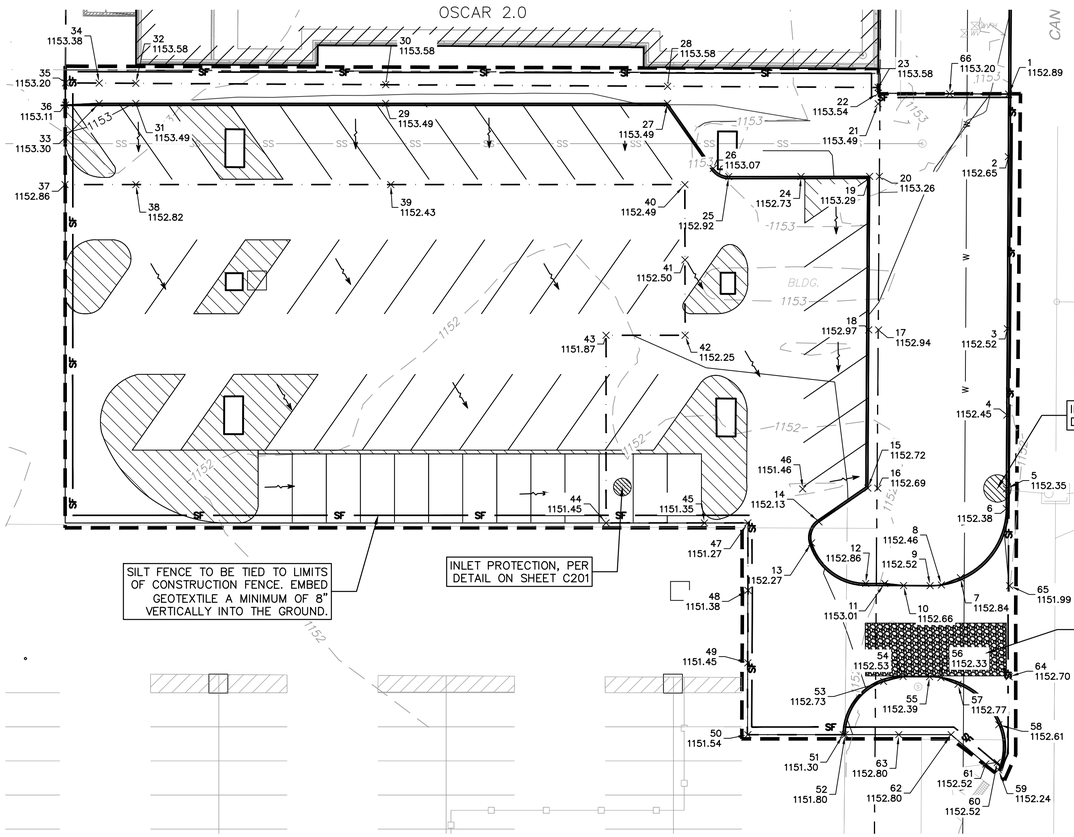
3. CHISELED 'X' ON TOP OF CURB, S. SIDE OF INLET, N. END OF PARKING MAGAZINE, W. SIDE OF CANOPY STREET, ACROSS FROM CANOPY STREET MARKET.
CONTROL POINT #13
ELEV.=1152.36 (N.A.V.D. 1988)

4. CHISELED 'X' ON TOP OF CURB, W. SIDE OF INLET, NW. CORNER OF 'N' STREET AND CANOPY STREET.
CONTROL POINT #11
ELEV.=1152.70 (N.A.V.D. 1988)

5. CHISELED 'X' ON TOP OF CURB, E. SIDE OF INLET, 2ND INLET W. OF CANOPY STREET, N. SIDE OF 'N' STREET.
CONTROL POINT #12
ELEV.=1152.84 (N.A.V.D. 1988)

GRADING NOTES

1. ALL APPLICABLE CHAPTERS AND SECTIONS FROM THE CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION SHALL APPLY.
2. THE PROPOSED CONTOURS REPRESENT TOP OF SLAB, TOP OF CURB, OR TOP OF SIDEWALK IN PAVEMENT, IN ALL OTHER AREAS, THEY REPRESENT THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL LEAVE THE SITE AT SUBGRADE ELEVATIONS IN PARKING LOT AND BUILDING AREAS.
3. THE EXISTING AND PROPOSED FINISHED GROUND SURFACES ARE AVAILABLE ELECTRONICALLY FOR CONTRACTOR VERIFICATION VIA E-MAIL (IN AUTOCAD 2007 FORMAT). THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE EXISTING GROUND SURFACE ELEVATIONS.
4. ALL LINES SHOWN REPRESENTING PAVEMENT ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
5. CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE PROPERTY LINE.
8. ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF GRADING PRIOR TO PLACEMENT OF FILL MATERIAL AND REDISTRIBUTED WITH THE TOPSOIL. A STRIPPING DEPTH OF 6" TO 10" IS ANTICIPATED ON THIS SITE.
9. TOPSOIL SALVAGED AS PART OF THE EXCAVATION SHALL BE PLACED TO A MINIMUM DEPTH OF 6 INCHES OVER ALL AREAS DISTURBED BY THE WORK. LARGE STONES, STICKS AND LUMPS SHALL BE REMOVED OR BROKEN UP, AND THE TOPSOIL SHALL BE LEVELED AND RAKED TO MATCH ADJACENT GRADES, READY FOR SEEDING. ANY ROCK OR SAND FROM PAVING ACTIVITIES SHALL BE REMOVED PRIOR TO PLACEMENT OF TOPSOIL. ALL EXCESS SOILS, NOT RE-SPREAD WITHIN THE PROJECT LIMITS, SHALL BE REMOVED BY THE CONTRACTOR.
10. IF THERE ARE TREES ON THIS SITE THAT DO NOT SHOW UP ON THE PLANS, THE CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE OR ENGINEER FOR REMOVAL OR RELOCATION, IF REQUIRED.
11. THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN ONE FOOT VERTICAL IN 3 FEET HORIZONTAL.
12. CONTRACTOR SHALL GRADE ALL LOW SPOTS TO DRAIN.
13. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE ENGINEER METHODS TO VERIFY POSITIVE DRAINAGE OFF THE BUILDING PADS.
14. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING FOR ALL NATURAL AND PAVED AREAS.
15. CONTRACTOR SHALL GRADE TO CONTOURS SHOWN IN GREENSPACES.
16. AT THE COMPLETION OF GRADING, THE CONTRACTOR SHALL REMOVE ANY EXCESS EXCAVATION FROM THE SITE.
17. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS PRIOR TO COMMENCING CONSTRUCTION.
18. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES, IF NECESSARY.
19. ANY GEOTECHNICAL/TESTING REPORTS SOLICITED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER.
20. ONCE STRIPPING AND REMOVAL OPERATIONS ARE COMPLETE, THE CONTRACTOR SHALL PROOFROLL THE AREAS TO RECEIVE STRUCTURAL FILL AS PER THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL INFORM THE GEOTECHNICAL ENGINEER PRIOR TO BEGINNING OF PROOFROLLING. THE GEOTECHNICAL ENGINEER SHALL WITNESS ALL PROOFROLLING.
21. FULL TIME OBSERVATION AND TESTING BY A QUALIFIED TESTING LAB OR PROFESSIONAL GEOTECHNICAL ENGINEER SHALL OCCUR TO MONITOR SITE STRIPPING, REMOVAL OF EXISTING FILL/BACKFILL IN THE BUILDING AREA (UNSUITABLE MATERIALS) AND PROOFROLLING AND FILL PLACEMENT.



POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
1	205413.6450	157437.1379	1152.893	TC/ME
2	205397.1332	157437.0425	1152.652	TC
3	205351.7091	157436.7777	1152.518	TC
4	205328.9118	157436.6448	1152.450	TC
5	205309.4320	157436.5358	1152.353	TC
6	205304.2651	157436.5068	1152.377	TC/EOR/R20'
7	205286.0042	157424.4007	1152.841	TC/EOR/R20'
8	205284.0842	157419.3896	1152.461	TS
9	205283.8809	157416.3888	1152.521	TS
10	205283.9213	157409.3909	1152.661	TS
11	205284.4500	157404.4189	1153.011	TC
12	205284.4791	157399.3915	1152.860	TC/EOR/R15'
13	205295.1883	157385.1048	1152.270	TC/EOR/R15'/R5'
14	205300.7307	157387.0517	1152.130	TC/EOR/R5'
15	205309.6505	157399.9484	1152.718	TC
16	205309.6279	157402.6055	1152.692	TS
17	205351.4048	157402.8141	1152.943	TS
18	205351.4278	157400.1896	1152.969	TC
19	205391.9166	157400.4233	1153.289	TC
20	205391.9043	157403.0118	1153.264	TS
21	205411.0940	157402.6803	1153.488	TS
22	205413.8743	157402.6988	1153.544	TS/ME
23	205415.3819	157402.7088	1153.580	TS/ME
24	205391.8762	157382.3238	1152.733	TC
25	205391.8476	157363.2486	1152.924	TC/EOR/R5'
26	205393.9737	157359.1502	1153.069	TC/EOR/R5'
27	205411.1813	157347.0638	1153.490	TC
28	205415.6938	157347.0891	1153.580	TS/ME
29	205411.1813	157272.6898	1153.490	TC
30	205416.1109	157272.7175	1153.580	TS/ME
31	205411.1813	157206.7484	1153.490	TC
32	205416.4809	157206.7484	1153.580	TS/ME
33	205411.1813	157197.0541	1153.300	TC
34	205416.5352	157197.0826	1153.382	TS/ME
35	205416.5854	157188.1681	1153.200	TS/ME

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
36	205410.7365	157188.1681	1153.112	TS/ME
37	205389.7557	157188.0376	1152.858	TS/ME
38	205389.7557	157206.7620	1152.819	TS/ME
39	205389.7557	157274.0349	1152.431	TS/ME
40	205389.7557	157351.6642	1152.485	TS/ME
41	205369.8798	157351.6972	1152.502	TS/ME
42	205350.0039	157351.7301	1152.255	TS/ME
43	205350.0038	157330.8726	1151.872	TS/ME
44	205300.4524	157330.8728	1151.453	TS/ME
45	205300.4530	157356.8254	1151.354	TS/ME
46	205309.4147	157382.7778	1151.461	TS/ME
47	205300.4547	157368.2973	1151.272	TS/ME
48	205282.6506	157368.3344	1151.375	TS/ME
49	205263.5417	157368.3025	1151.453	TS/ME
50	205244.5800	157368.3025	1151.538	TS/ME
51	205244.5823	157393.4560	1151.302	TS/ME
52	205244.5724	157393.9609	1151.802	TC/EOR/R15'/ME
53	205258.6180	157404.1120	1152.726	TC/EOR/R15'
54	205259.9217	157409.2523	1152.526	TS
55	205259.8813	157416.2498	1152.386	TS
56	205259.6433	157419.2485	1152.326	TS
57	205257.8692	157423.7609	1152.770	TC/EOR/R20'
58	205247.2040	157434.5382	1152.608	TC/EOR/R20'/R15'
59	205235.3115	157434.4696	1152.237	TC/EOR/R15'/ME
60	205237.2362	157434.1270	1152.521	TS/ME
61	205236.8224	157431.0877	1152.517	TS/ME
62	205244.5800	157421.9446	1152.799	TS/ME
63	205244.5800	157408.1159	1152.801	TS/ME
64	205259.8626	157437.2500	1152.704	TS/ME
65	205283.8914	157437.3888	1151.992	TS/ME
66	205413.7324	157421.5521	1153.200	TS/ME

POINT TABLE LEGEND

TS = TOP OF SLAB
TC = TOP OF CURB
ME = MATCH EXISTING
EOR = END OF RETURN
R = RADIUS

UTILITY CONTACTS

LINCOLN WASTE WATER – (402)441-7711
LINCOLN ELECTRIC SYSTEM – (402)467-7623
BLACK HILLS ENERGY – (402)437-1715
WINDSTREAM COMMUNICATIONS – (402)436-5691
SPECTRUM – (402)421-0330
LINCOLN WATER SYSTEM – (402)441-7571

SITE INFORMATION

TOTAL AREA	0.68 Ac.
TOTAL DISTURBED AREA	0.76 Ac.
NPDES PERMIT IS NOT REQUIRED	

LEGEND

PROPOSED BACK OF CURB
PROPERTY LINE
LIMITS OF CONSTRUCTION
1100 EXISTING MAJOR CONTOUR
1100 EXISTING MINOR CONTOUR
1100 PROPOSED MAJOR CONTOUR
1100 PROPOSED MINOR CONTOUR
DIRECTION OF FLOW
SF SILT FENCE
CONSTRUCTION ENTRANCE
INLET PROTECTION

N
0' 10' 20' 40'
SCALE IN FEET

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

E.O.#

T.C.#

2019

GRADING PLAN -ALTERNATE
BNSF PARKING IMPROVEMENTS

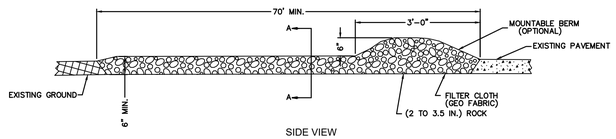
WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

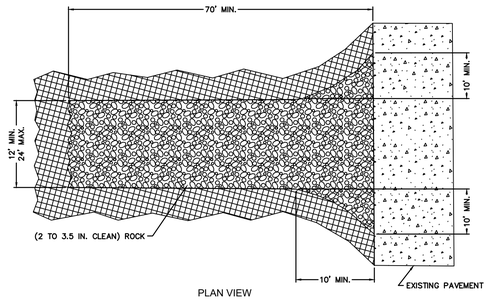
drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2226
drawing no.:	
date:	08-19-2019

SHEET
C200A

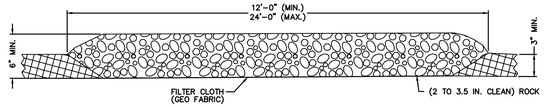
XX-XX-XX



SIDE VIEW



PLAN VIEW

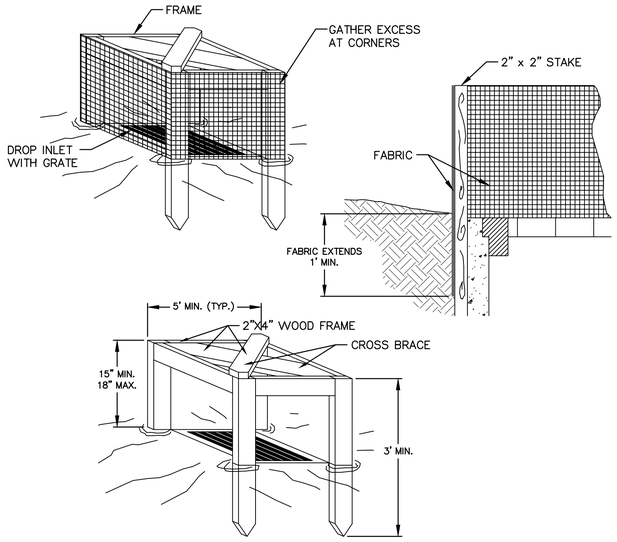


SECTION A-A

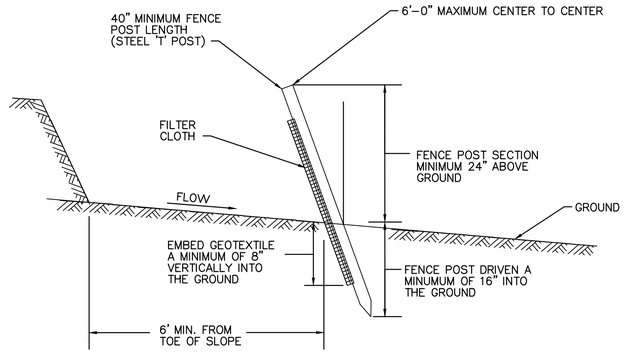
NOTE:

1. * MUST EXTEND THE FULL WIDTH AND LENGTH OF THE CONSTRUCTION ENTRANCE
2. THE 24'-0" WIDTH IS REQUIRED WHEN THE INGRESS AND THE EGRESS ARE THE SAME
3. REFER TO CHAPTER 8 AND 9 OF TH CITY OF LINCOLN DRAINAGE CRITERA MANUAL FOR MORE INFORMATION OF SEDIMENT AND EROSION CONTROL MEASURES
4. FOR ROCK DIMENSIONS AND SPECIFICATIONS SEE TABLE ON LINCOLN STANDARD PLAN NO. 177

CONSTRUCTION ENTRANCE DETAIL
SCALE: NOT TO SCALE

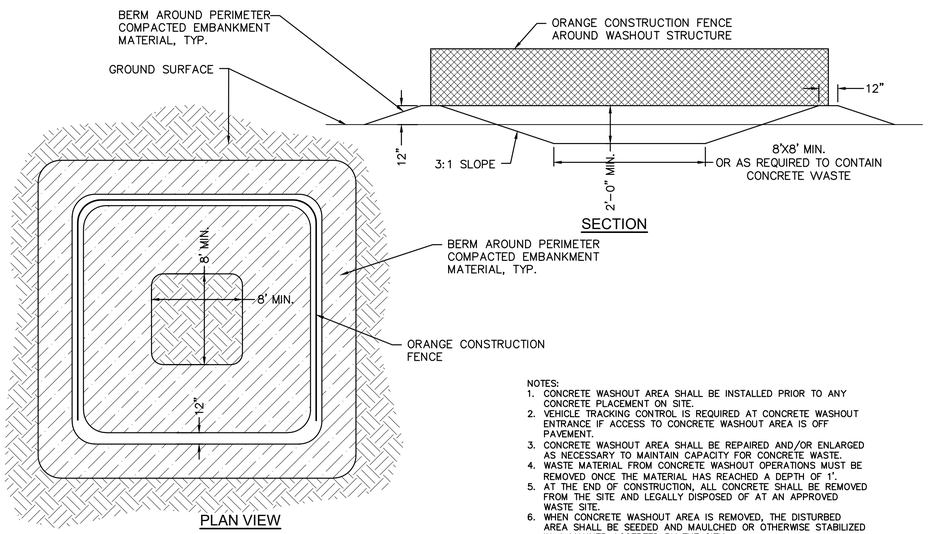


SILT FENCE INLET PROTECTION
NO SCALE



SILT FENCE DETAIL
NOT TO SCALE

BMP IMPLEMENTATION SCHEDULE			
SPECIFIED BMP	**INSTALLATION**	**REQUIRED MAINTENANCE**	**REMOVAL**
VEGETATED BUFFER/ FILTER STRIP	PRESERVE BUFFER STRIPS NEIGHBORING SENSITIVE AREAS	WEED AND PEST CONTROL, MOVING, FERTILIZING, IRRIGATING, AND PRUNING, INSPECT FOR VEGETATION FOR CONTINUED ESTABLISHMENT	ADOPT BUFFER INTO FINAL LANDSCAPE
CONSTRUCTION ENTRANCE	UPON MOBILIZATION OF GRADING CONTRACTOR	ADD OR REPLACE ROCK AS REQUIRED TO MAINTAIN FUNCTIONALITY	COMPLETION OF STREET PAVING.
SILT FENCE	IMMEDIATELY FOLLOWING CLEARING AND GRUBBING AROUND PERIMETER	REPAIR WASH-OUTS, DOWNED FABRIC, AND REMOVE SEDIMENT WHEN DEPTH IS ½ THE HEIGHT OF THE FABRIC.	95% VEGETATIVE COVER ON UPSTREAM AREAS.
DIVERSION DIKE	IMMEDIATELY FOLLOWING CLEARING AND GRUBBING AROUND PERIMETER	REMOVE SEDIMENT BUILDUP WHICH WILL PREVENT DRAINAGE	95% VEGETATIVE COVER ON UPSTREAM AREAS.
TEMPORARY SEEDING	IMMEDIATELY FOLLOWING MAJOR GRADING AND INSTALLATION OF EROSION CONTROL PRACTICES	RE-SEED AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER; CONTROL WEEDS; ENSURE GOOD STAND IS MAINTAINED	N/A
CONCRETE WASHOUT	UPON MOBILIZATION OF UTILITY CONTRACTOR	REMOVE CONCRETE RUBBLE AS REQUIRED TO MAINTAIN FUNCTIONALITY	COMPLETION OF STREET PAVING.
STORM DRAIN INLET PROTECTION	IMMEDIATELY FOLLOWING INSTALLATION OF STORM SEWER	REMOVE SEDIMENT WHEN DEPTH IS ½ THE HEIGHT OF THE FABRIC.	COMPLETION OF STREET PAVING.
PERMANENT SEEDING	IMMEDIATELY FOLLOWING FINISHED GRADING AND INSTALLATION OF EROSION CONTROL PRACTICES	RE-SEED AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER; CONTROL WEEDS; ENSURE GOOD STAND IS MAINTAINED	N/A
HYDROSEEDING/ HYDROMULCHING	IMMEDIATELY FOLLOWING FINISHED GRADING	INSPECT FOR EROSION, ADD MULCH AND/OR SEED AS NECESSARY	N/A
MULCHING		INSPECT FOR EROSION, ADD MULCH AS NECESSARY UNTIL GRASSES ARE FIRMLY ESTABLISHED	N/A



NOTES:

1. CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
2. VEHICLE TRACKING CONTROL IS REQUIRED AT CONCRETE WASHOUT ENTRANCE IF ACCESS TO CONCRETE WASHOUT AREA IS OFF PAVEMENT.
3. CONCRETE WASHOUT AREA SHALL BE REPAIRED AND/OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE.
4. WASTE MATERIAL FROM CONCRETE WASHOUT OPERATIONS MUST BE REMOVED ONCE THE MATERIAL HAS REACHED A DEPTH OF 1'.
5. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF AT AN APPROVED WASTE SITE.
6. WHEN CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SEEDED AND MAULCHED OR OTHERWISE STABILIZED IN A MANNER ACCEPTED BY THE CITY.

CONCRETE WASHOUT AREA DETAIL
NO SCALE

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

E.O.#

T.C.#

2019

GRADING DETAIL PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

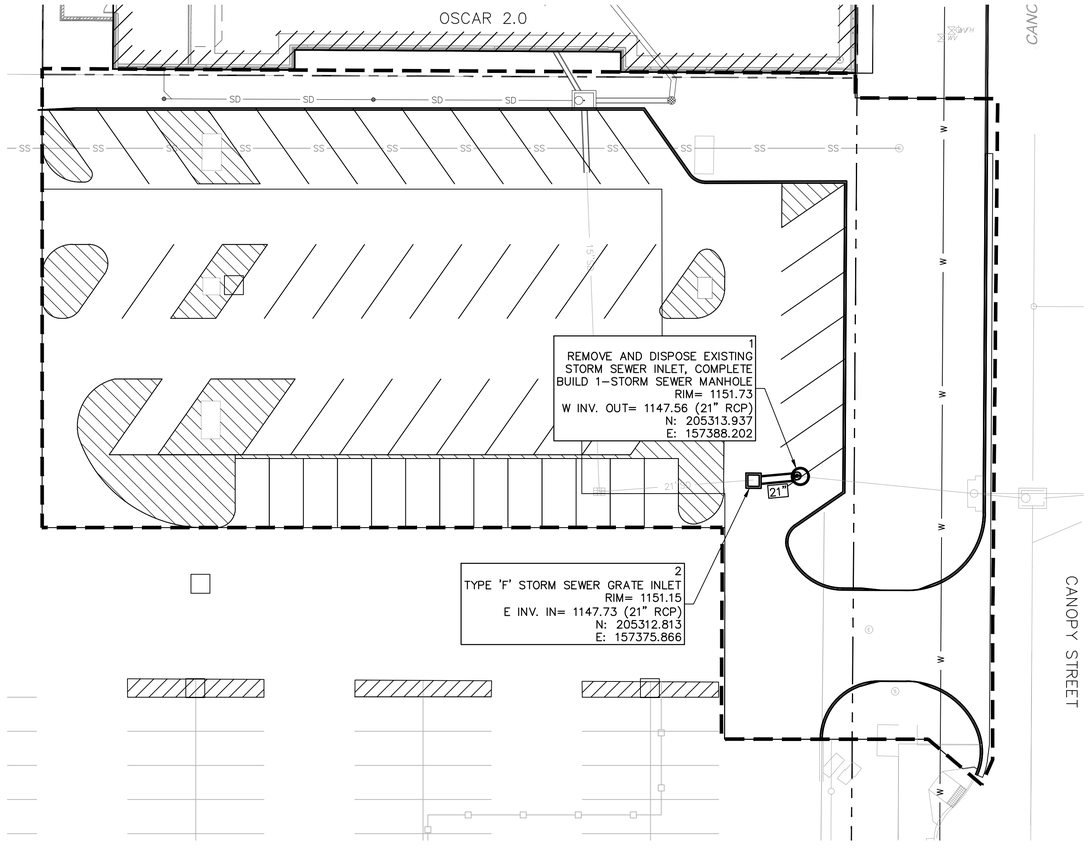
drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2226
drawing no.:	
date:	08-19-2019

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

SHEET
C201A

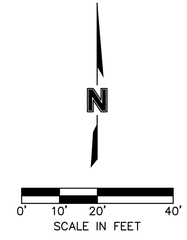
XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_GRD_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 3:24pm XREFS: C_underpass parking c_pbase_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_82666 c_r4-partial
C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 C_PBASE_60172 C_PCONT_underpass_82666 C_XBASE_underpass_82666



LEGEND

- AIR CONDITIONING UNIT
- BOLLARD
- BUSH
- CURB INLET
- CONTROL POINT
- ELECTRIC MANHOLE
- FIRE HYDRANT
- GAS METER
- GRATE INLET
- GREASE TRAP
- JUNCTION BOX
- LIGHT POLE
- PARKING METER
- ROOF DRAIN
- SOIL BORING
- SANITARY SEWER CLEANOUT
- SIGN
- STEEL POST
- SANITARY SEWER MANHOLE
- TELEPHONE RISER
- TRANSFORMER
- TRAFFIC SIGNAL MANHOLE
- VENT PIPE
- WATER VALVE
- CONTOUR LINE
- CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- CABLE FENCE
- WIRE FENCE
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- UNDERGROUND GAS MAIN
- OVERHEAD POWER
- UNDERGROUND POWER
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND CABLE TELEVISION LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND TRAFFIC LINE
- STEAM TUNNEL



UTILITY CONTACTS

LINCOLN WASTE WATER – (402)441-7711
LINCOLN ELECTRIC SYSTEM – (402)467-7623
BLACK HILLS ENERGY – (402)437-1715
WINDSTREAM COMMUNICATIONS – (402)436-5691
SPECTRUM – (402)421-0330
LINCOLN WATER SYSTEM – (402)441-7571

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

STORM SEWER PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

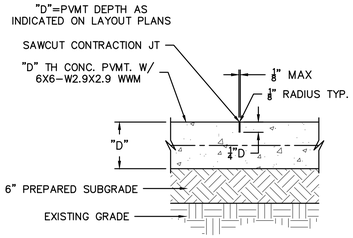
LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2226
drawing no.:	-
date:	08-19-2019

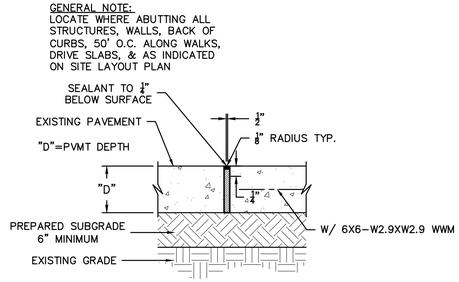
SHEET
C300A

XX-XX-XX

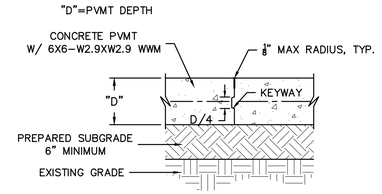
DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_UTIL_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 3:30pm XREFS: C_underpass parking C_PBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_underpass_82666 c_r4-partial C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 L_PBASE_O-St_82666 C_PBASE_underpass_82666 C_PBASE_underpass_82666



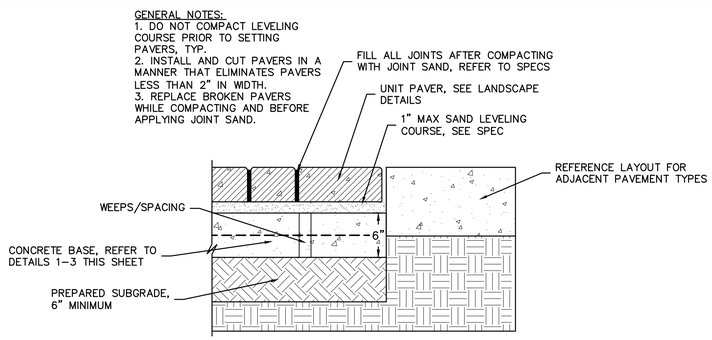
1 CONCRETE CONTRACTION JOINT
NOT TO SCALE (INDICATED BY CJ ON LAYOUT PLAN)



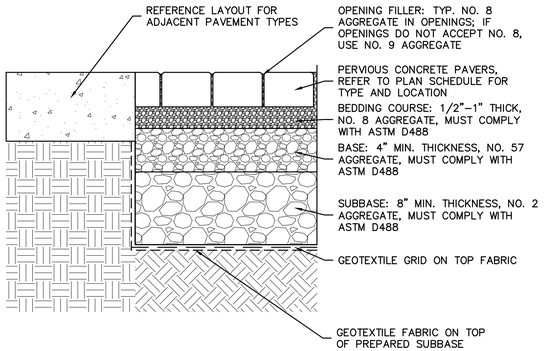
2 CONCRETE EXPANSION JOINT
NOT TO SCALE (INDICATED BY EJ ON LAYOUT PLAN)



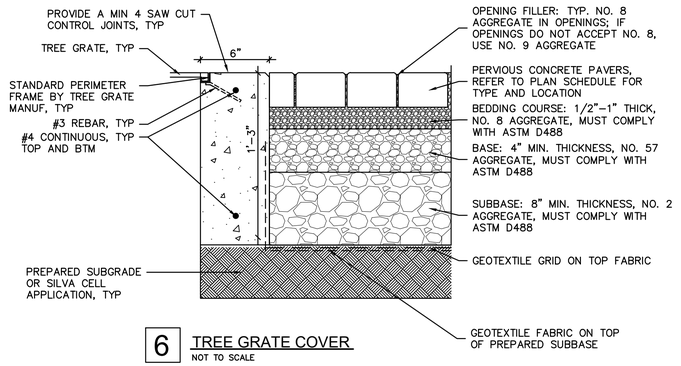
3 CONCRETE CONSTRUCTION JOINT
NOT TO SCALE



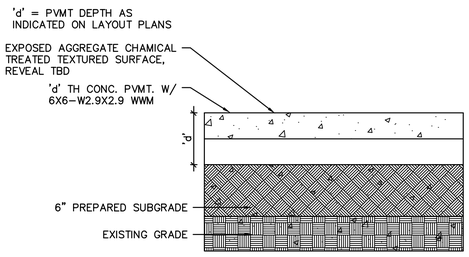
4 UNIT PAVER ON CONCRETE BASE
NOT TO SCALE



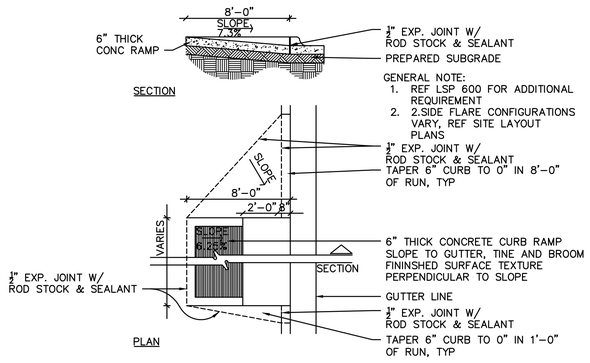
5 POROUS UNIT PAVEMENT W/ STRUCTURAL FILL
NOT TO SCALE



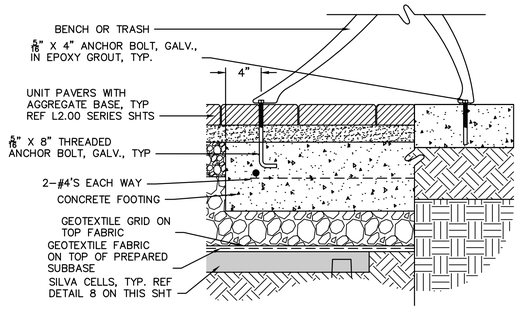
6 TREE GRATE COVER
NOT TO SCALE



7 CONCRETE BANDING
NOT TO SCALE



8 TYP CURB RAMP PLAN & SECTION
NOT TO SCALE



9 BENCH/TRASH FTG. DETAIL
NOT TO SCALE

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

DETAIL PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

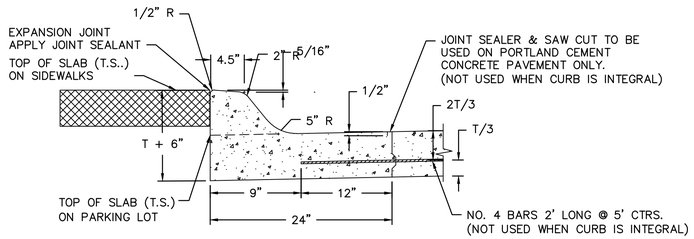
drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2226
drawing no.:	
date:	08-19-2019

SHEET
C500

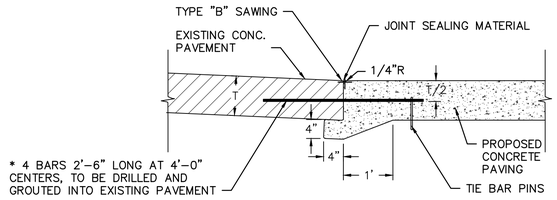
ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

XX-XX-XX

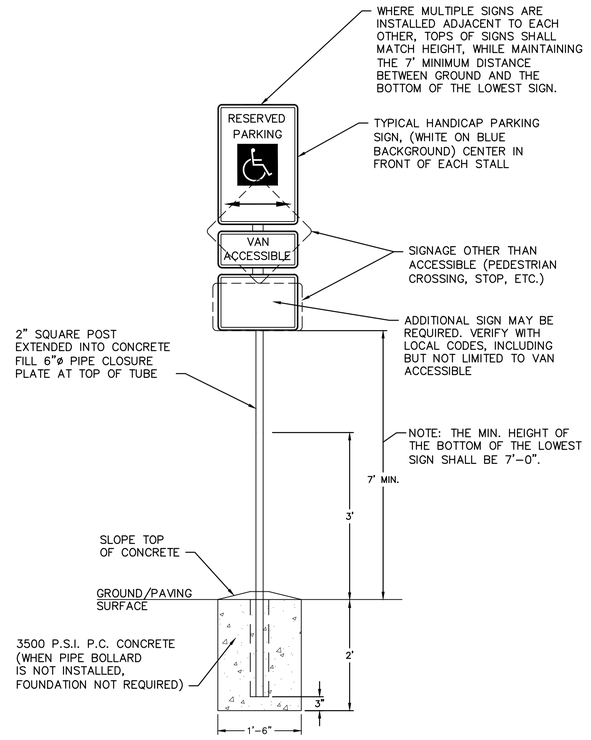
DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_DTL_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 3:28pm XREFS: C_TLBK_22 x 34 underpass_82666



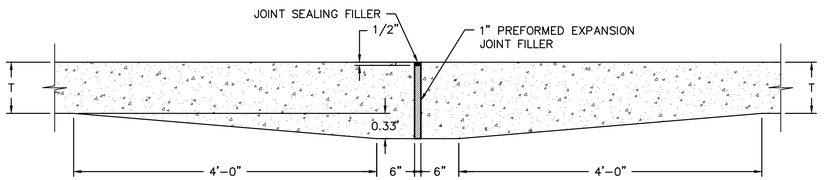
STANDARD 24" CURB & GUTTER DETAIL
NOT TO SCALE



PROPOSED AND EXISTING PAVEMENT
DETAIL FOR UNDER PINNING
NOT TO SCALE

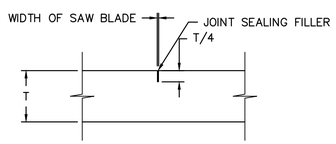


HANDICAP SIGN DETAIL
NOT TO SCALE



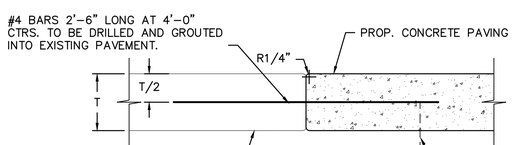
EXPANSION JOINT
NOT TO SCALE

TO BE USED AT THE END OF RETURN ON THE NON-THROUGH LEG OF A T-INTERSECTION AND AS PER ENGINEER AT THE END OF CURVES.



NOTES:
1. CONTRACTION JOINTS SHALL BE SAWED.
2. CONTRACTION JOINTS SHALL BE PLACED AT NO MORE THAN 15' INTERVALS.

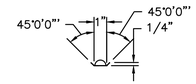
CONTRACTION JOINT
NOT TO SCALE



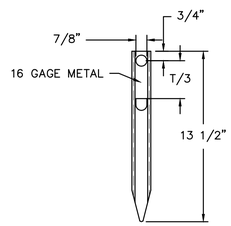
PROPOSED TO EXISTING PAVEMENT
NOT TO SCALE

NOTES
1. THE CONTRACTOR MAY SUBSTITUTE OTHER DESIGNS FOR EXPANSION AND CONTRACTION JOINT SUPPORTS IN LIEU OF THE TYPE SHOWN WITH PRIOR WRITTEN APPROVAL BY THE ENGINEER.
2. ALL JOINTS SHALL BE SEALED WITH JOINT SEALING FILLER (HOT POURED TYPE) AS PER STANDARD SPECIFICATIONS.
3. THE BARS SHALL BE DEFORMED BARS.
4. ALL BARS SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE BILLET STEEL IN ACCORDANCE WITH SPECIFICATIONS.
5. THE CONTRACTOR MAY USE A MACHINE FOR PLACING THE LONGITUDINAL TIE BARS IN LIEU OF THE TIE BAR PINS. IF A MECHANICAL TIE BAR REPLACEMENT MACHINE IS NOT USED, TIE BAR PINS AS SHOWN WILL BE USED.

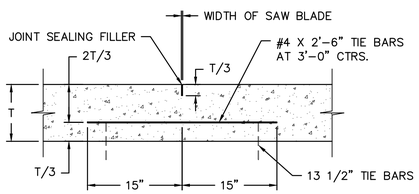
CONCRETE PAVEMENT JOINT DETAILS
NOT TO SCALE



TOP VIEW

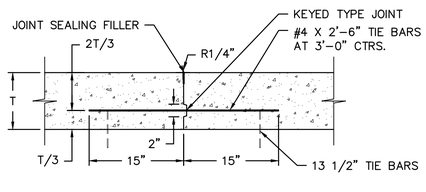


TIE BAR PIN DETAIL
NOT TO SCALE



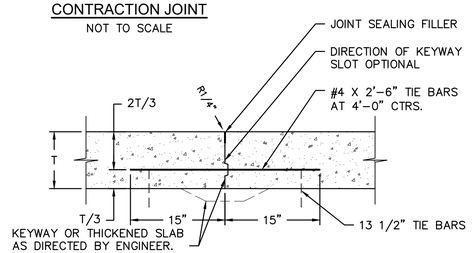
WHEN TWO ADJACENT LANES ARE POURED AT THE SAME TIME, THE LONGITUDINAL JOINT COMMON TO THE TWO LANES SHALL BE SAWED.

SAWED
NOT TO SCALE



KEY TYPE JOINT SHALL BE USED ON ALL LONGITUDINAL CONSTRUCTION JOINTS WHEN THE ADJACENT LANE IS NOT POURED AT THE SAME TIME.

KEY TYPE
NOT TO SCALE



TRANSVERSE CONSTRUCTION JOINT
NOT TO SCALE

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING
PURPOSES ONLY

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

E.O.#

T.C.#

2019

DETAIL PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2226
drawing no.:	-
date:	08-19-2019

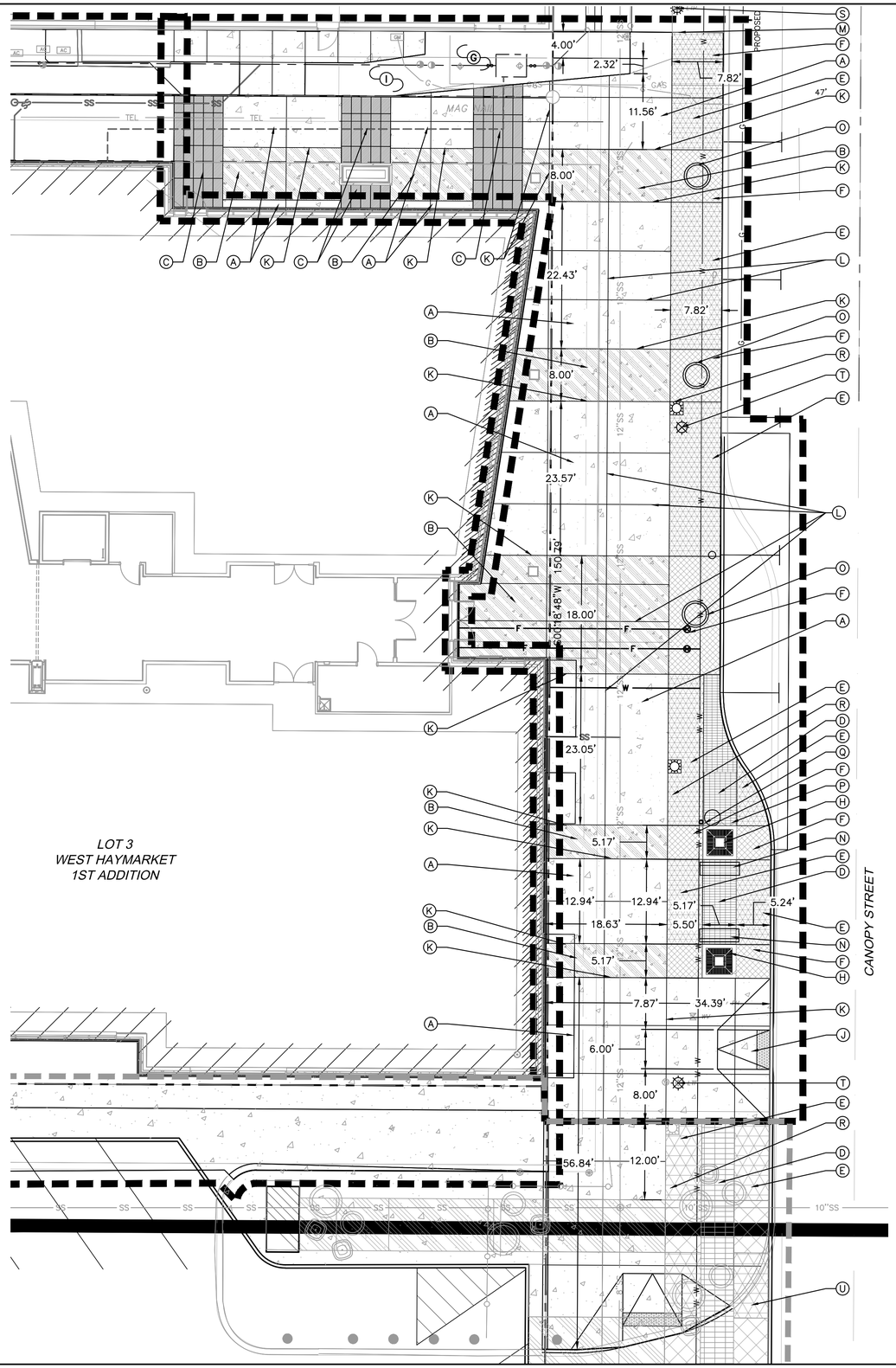
SHEET
C501

XX-XX-XX

ne1call.com 800-331-5666
Nebraska 811
Know what's below.
Call before you dig.

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_DTL_182666.dwg USER: jfasnacht
DATE: Sep 04, 2019 3:28pm XREFS: C_TLBK_22 x 34 underpass_82666

XX-XX-XX

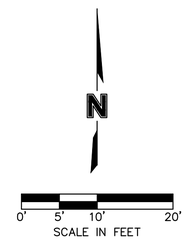


HARDSCAPE PLAN NOTES:

- (A) P-200, GRAY CONCRETE PAVING; REF: 1-3, 8/C300
- (B) P-201, TEXTURED GRAY CONCRETE PAVING; REF: 9,1-3/C300
- (C) P-202, COLORED CONCRETE PAVING; REF: 1-3/C300
- (D) P-300, CONCRETE POROUS PAVERS; REF: 5-6/C300
- (E) P-301, CONCRETE PAVERS; REF 4/C300
- (F) P-302, CONCRETE PAVERS; REF 4/C300
- (G) PLANTING BED
- (H) TREE GRATE: REF 6/C300, 3/L210
- (I) ROCK MULCH
- (J) ADA CURB RAMP; REF 8/C300
- (K) EXPANSION JOINT: REF 2/C300
- (L) SAW-CUT JOINT, TYP.; REF 1/C300
- (M) EXISTING BRICK EDGE
- (N) BENCH; REF: 9/C300
- (O) PLANTER - C; REF: 4/L210
- (P) TRASH AND RECYCLE RECEPTACLES; REF 9/C300
- (Q) ASH CAN; REF 9/C300
- (R) PEDESTRIAN LIGHT POLE
- (S) EXISTING PEDESTRIAN LIGHT POLE
- (T) EXISTING STREET LIGHT POLE
- (U) EXTENTS OF O STREET UNDERPASS; REF: O STREET UNDERPASS DRAWING

LEGEND

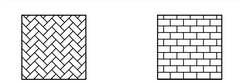
- AC — *AIR CONDITIONING UNIT*
- *BOLLARD*
- BU — *BUSH*
- *CURB INLET*
- *CONTROL POINT*
- E — *ELECTRIC MANHOLE*
- FH — *FIRE HYDRANT*
- GM — *GAS METER*
- *GRATE INLET*
- *GREASE TRAP*
- *JUNCTION BOX*
- LTP — *LIGHT POLE*
- *PARKING METER*
- RD — *ROOF DRAIN*
- *SOIL BORING*
- *SANITARY SEWER CLEANOUT*
- *SIGN*
- *STEEL POST*
- S — *SANITARY SEWER MANHOLE*
- T — *TELEPHONE RISER*
- *TRANSFORMER*
- TS — *TRAFFIC SIGNAL MANHOLE*
- *VENT PIPE*
- WV — *WATER VALVE*
- 1150 — *CONTOUR LINE*
- *CENTER LINE*
- *PROPERTY LINE*
- *EASEMENT LINE*
- *CABLE FENCE*
- X — X — X — *WIRE FENCE*
- 10"SS — *SANITARY SEWER LINE*
- 10"SD — *STORM SEWER LINE*
- 10"W — *WATER LINE*
- G — *UNDERGROUND GAS MAIN*
- P-OH — *OVERHEAD POWER*
- P-UG — *UNDERGROUND POWER*
- TEL — *UNDERGROUND TELEPHONE LINE*
- CATV — *UNDERGROUND CABLE TELEVISION LINE*
- FO — *UNDERGROUND FIBER OPTIC LINE*
- T — *UNDERGROUND TRAFFIC LINE*
- ST — *STEAM TUNNEL*



UTILITY CONTACTS

LINCOLN WASTE WATER – (402)441–7711
LINCOLN ELECTRIC SYSTEM – (402)467–7623
BLACK HILLS ENERGY – (402)437–1715
WINDSTREAM COMMUNICATIONS – (402)436–5691
TIME WARNER – (402)421–0330
LINCOLN WATER SYSTEM – (402)441–7571

TYPICAL UNIT PAVER PATTERNS:



HERRINGBONE RUNNING BOND

PAVING NOTES:

1. ALL PAVING WORK AND SUBGRADE PREPARATION/STABILIZATION SHALL CONFORM TO THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, PREPARED BY OLSSON. IN CASE OF ANY CONFLICT WITH THESE PLANS, NOTIFY ENGINEER IMMEDIATELY.
2. ALL CONCRETE PAVEMENT SHALL MEET CITY OF LINCOLN STANDARDS AND HAVE A MINIMUM 28–DAY COMPRESSIVE STRENGTH OF 4000 PSI.
3. ALL SIGNING, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES ON PROJECT TO BE IN CONFORMANCE WITH THE LATEST EDITION OF MUTCD AND ALL REVISIONS THERETO INCLUDING LOCAL AND STATE SUPPLEMENTS.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL ACCESSIBLE AREAS AND ROUTES ARE BUILT IN ACCORDANCE WITH THE PLANS AND THE "2017 ADA STANDARDS FOR ACCESSIBLE DESIGN". THE SITE MAY BE INSPECTED BY CITY PERSONNEL FOR COMPLIANCE WITH THE STANDARDS.
5. CONTRACTOR TO COORDINATE ALL PAVEMENT TESTING.
6. CONTRACTOR SHALL BOX OUT AND ADJUST UTILITY RIMS TO GRADE PER CITY OF LINCOLN STANDARDS.

GENERAL LAYOUT NOTES:

1. ALL WORK SHALL COMPLY WITH ANY APPLICABLE CITY, COUNTY, STATE AND FEDERAL CODES, ORDINANCES, REGULATIONS AND RULES.
2. VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
3. ALL DIMENSIONS ARE FROM BACK OF CURB, EDGE OF PAVEMENTS OR FACE OF FOUNDATION WALLS UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY TEMPORARY TRAFFIC SIGNS AND/OR BARRICADES DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AS AMENDED AND ACCEPTED BY THE LOCAL TRAFFIC CONTROLLING AUTHORITY. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO PUBLIC WORKS/ENGINEERING PRIOR TO COMMENCING ANY WORK WITHIN THE CITY R.O.W.
5. IF REQUIRED BY ELECTRICAL PLAN AND/OR IRRIGATION PLAN, THE PAVING CONTRACTOR TO PROVIDE AND PLACE ALL SLEEVES OR CONDUIT UNDER THE PAVING AND PROVIDE LOCATES FOR FUTURE USE.
6. THE PAVING CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT WHEN CONCRETE FROM WORK IS COMPLETE PRIOR TO CONCRETE POUR, FOR REVIEW AND APPROVAL. NO COMPENSATION FOR REMOVAL AND REPLACEMENT OF INSTALLED PAVEMENT, DUE TO UNAPPROVED LAYOUT WILL BE ALLOWED RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT. PRIOR TO PAVEMENT JOINTING, CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT FOR A PRE–JOINTING CONSTRUCTION MEETING. NOTIFY LANDSCAPE ARCHITECT A MINIMUM OF FIVE (5) DAYS IN ADVANCE FOR REVIEW.

HARDSCAPE LEGEND:

- LIMITS OF CONSTRUCTION
- RIGHT OF WAY / PROPERTY LINE
- 6" GRAY CONCRETE PAVING (P–200)
- 6" TEXTURED GRAY CONCRETE PAVING (P–201)
- 6" COLORED CONCRETE PAVING (P–202)
- CONCRETE POROUS PAVERS – PAVESTONE – ECO–PRIORA – 4.75"X9.5" WINTER BLEND; 3.15" THICKNESS; 90° HERRINGBONE (P–300)
- CONCRETE PAVERS – PAVESTONE – HOLLAND – 4"X8" – 40 % BROWN SANDSTONE, 40% TERRA COTTA, & 20% SANDSTONE BLEND; 2.375" THICKNESS; RUNNING BOND (P–301)
- CONCRETE PAVERS – PAVESTONE – HOLLAND – 4"X8" – SANDSTONE; 2.375" THICKNESS; RUNNING BOND (P–302)
- TREE GRATE – IRONSMITH – 48" ADA, ½" MAX. SLOT OPENING – CAST IRON SUB–SURFACE DRIP LINE FOR TREE PITS
- PLANTER C – KORNEGAY DESIGN – DUNE SERIES (DS–17.5) – COLOR: FULL–RANGE OF STANDARD & PREMIUM
- BENCH
  LANDSCAPE FORMS – STAY – BACKED W/ ARMS – COLOR: TITANIUM – SURFACE MOUNTED
- TRASH/RECYCLING RECEPTACLES
  LANDSCAPE FORMS – POE – COLOR: TITANIUM – SURFACE MOUNTED
- ASH CAN
  LANDSCAPE FORMS – GRENADIER – COLOR: TITANIUM – SURFACE MOUNTED

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

HARDSCAPE PLAN
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:
checked by:
approved by:
QA/QC by:
project no.: B18-2226
drawing no.: -
date: 08-19-2019

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

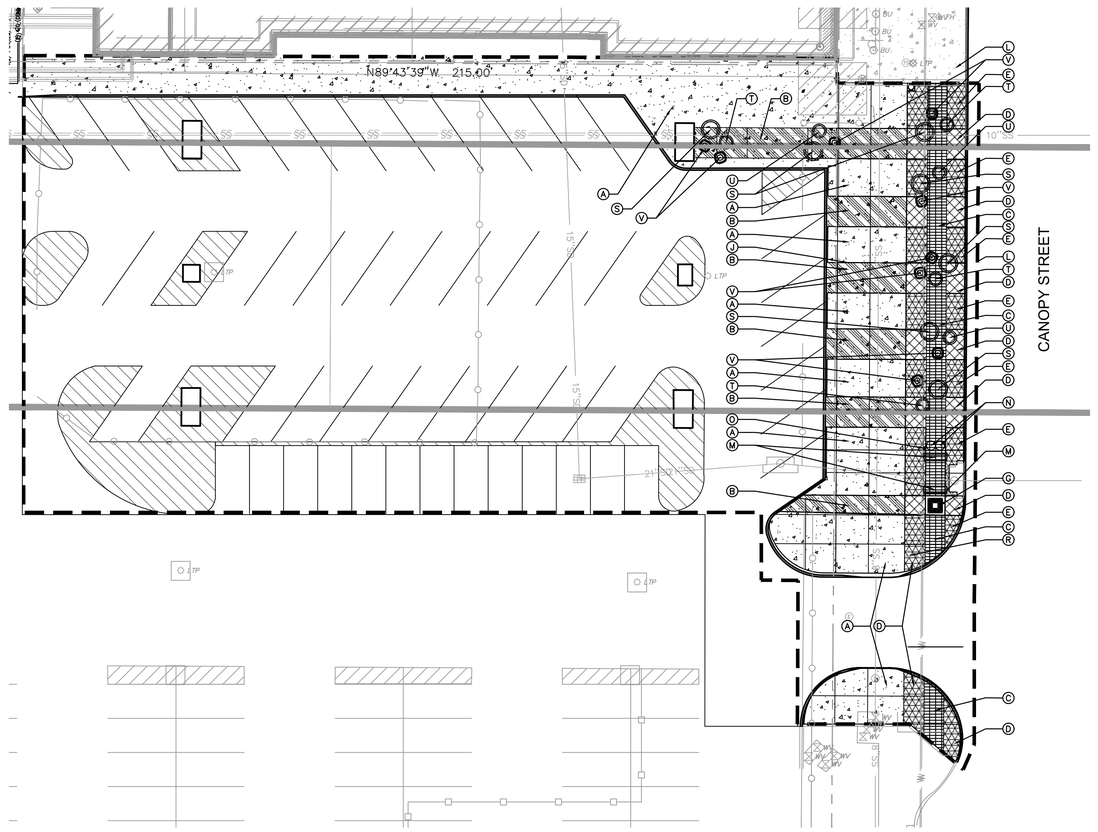
SHEET
L101

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects\2018\2501-3000\018-2666\40-design\AutoCAD\final plans\Sheets\LAUP\Streetscape\L_StHSC_82666.dwg USER: arose
DATE: Sep 04, 2019 10:08am XREFS: C_PBASE_82666 C_Oscar 1.0 Pbase_22356 c_stopo_22356 c_r4-partial C_Exist Plat_22356 C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 E1_30 x 42_Title - Sheet-STREETSCAPE L_PLSC_82666 L_PHSC_82666 C_PH

XX-XX-XX

LEGEND

- AIR CONDITIONING UNIT
- BOLLARD
- BUSH
- CURB INLET
- CONTROL POINT
- ELECTRIC MANHOLE
- FIRE HYDRANT
- GAS METER
- GRATE INLET
- GREASE TRAP
- JUNCTION BOX
- LIGHT POLE
- PARKING METER
- ROOF DRAIN
- SOIL BORING
- SANITARY SEWER CLEANOUT
- SIGN
- STEEL POST
- SANITARY SEWER MANHOLE
- TELEPHONE RISER
- TRANSFORMER
- TRAFFIC SIGNAL MANHOLE
- VENT PIPE
- WATER VALVE
- CONTOUR LINE
- CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- CABLE FENCE
- WIRE FENCE
- SANITARY SEWER LINE
- STORM SEWER LINE
- WATER LINE
- UNDERGROUND GAS MAIN
- OVERHEAD POWER
- UNDERGROUND POWER
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND CABLE TELEVISION LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND TRAFFIC LINE
- STEAM TUNNEL



HARDSCAPE NOTES

1. ALL PAVING WORK AND SUBGRADE PREPARATION/STABILIZATION SHALL CONFORM TO THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT, PREPARED BY OLSSON. IN CASE OF ANY CONFLICT WITH THESE PLANS, NOTIFY ENGINEER IMMEDIATELY.
2. ALL CONCRETE PAVEMENT SHALL MEET CITY OF LINCOLN STANDARDS AND HAVE A MINIMUM 28–DAY COMPRESSIVE STRENGTH OF 4000 PSI.
3. ALL SIGNING, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES ON PROJECT TO BE IN CONFORMANCE WITH THE LATEST EDITION OF MUTCD AND ALL REVISIONS THERETO INCLUDING LOCAL AND STATE SUPPLEMENTS.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL ACCESSIBLE AREAS AND ROUTES ARE BUILT IN ACCORDANCE WITH THE PLANS AND THE "2017 ADA STANDARDS FOR ACCESSIBLE DESIGN". THE SITE MAY BE INSPECTED BY CITY PERSONNEL FOR COMPLIANCE WITH THE STANDARDS.
5. CONTRACTOR TO COORDINATE ALL PAVEMENT TESTING.
6. CONTRACTOR SHALL BOX OUT AND ADJUST UTILITY RIMS TO GRADE PER CITY OF LINCOLN STANDARDS.

GENERAL LAYOUT NOTES

1. ALL WORK SHALL COMPLY WITH ANY APPLICABLE CITY, COUNTY, STATE AND FEDERAL CODES, ORDINANCES, REGULATIONS AND RULES.
2. VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION.
3. ALL DIMENSIONS ARE FROM BACK OF CURB, EDGE OF PAVEMENTS OR FACE OF FOUNDATION WALLS UNLESS OTHERWISE NOTED.
4. THE CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY TEMPORARY TRAFFIC SIGNS AND/OR BARRICADES DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AS AMENDED AND ACCEPTED BY THE LOCAL TRAFFIC CONTROLLING AUTHORITY. CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO PUBLIC WORKS/ENGINEERING PRIOR TO COMMENCING ANY WORK WITHIN THE CITY R.O.W.
5. IF REQUIRED BY ELECTRICAL PLAN AND/OR IRRIGATION PLAN, THE PAVING CONTRACTOR TO PROVIDE AND PLACE ALL SLEEVES OR CONDUIT UNDER THE PAVING AND PROVIDE LOCATES FOR FUTURE USE.
6. THE PAVING CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT WHEN CONCRETE FROM WORK IS COMPLETE PRIOR TO CONCRETE POUR, FOR REVIEW AND APPROVAL. NO COMPENSATION FOR REMOVAL AND REPLACEMENT OF INSTALLED PAVEMENT, DUE TO UNAPPROVED LAYOUT WILL BE ALLOWED RESULTING FROM FAILURE TO COMPLY WITH THIS REQUIREMENT. PRIOR TO PAVEMENT JOINTING, CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT FOR A PRE–JOINTING CONSTRUCTION MEETING. NOTIFY LANDSCAPE ARCHITECT A MINIMUM OF FIVE (5) DAYS IN ADVANCE FOR REVIEW.

HARDSCAPE PLAN NOTES

- (A) P-200, GRAY CONCRETE PAVING; REF: 1-3, 8/C500
- (B) P-201, TEXTURED GRAY CONCRETE PAVING; REF: 7, 1-3/C500
- (C) P-300, CONCRETE POROUS PAVERS; REF: 5,6/C500
- (D) P-301, CONCRETE PAVERS; REF: 4/C500
- (E) P-302, CONCRETE PAVERS; REF: 4/C500
- (F) PLANTING BED
- (G) TREE GRATE; REF: 6/C500
- (H) ROCK MULCH
- (I) ADA CURB RAMP; REF: 8/C500
- (J) EXPANSION JOINT; REF: 2/C500
- (K) SAW-CUT JOINT, TYP.; REF: 1/C500
- (L) EXTENTS OF WHJPA STREETSCAPE; REF: WHJPA DRAWINGS
- (M) BENCH; REF: 9/C500
- (N) TRASH AND RECYCLE RECEPTACLES; REF: 9/C500
- (O) ASH CAN; REF: 9/C500
- (P) PEDESTRIAN LIGHT POLE
- (Q) EXISTING PEDESTRIAN LIGHT POLE
- (R) EXISTING STREET LIGHT POLE
- (S) PLANTER - A; REF: 4/L210
- (T) PLANTER - B; REF: 4/L210
- (U) PLANTER - C; REF: 4/L210
- (V) PLANTER - D; REF: 5/L210

HARDSCAPE LEGEND

- LIMITS OF CONSTRUCTION
- RIGHT OF WAY / PROPERTY LINE
- 6" GRAY CONCRETE PAVING (P–200)
- 6" TEXTURED GRAY CONCRETE PAVING (P–201)
- CONCRETE PAVERS (P–300) PAVESTONE – ECO–PRIORA – 4.75"X9.5" WINTER BLEND; 3.15" THICKNESS; 90° HERRINGBONE (P–300)
- CONCRETE PAVERS (P–301) PAVESTONE – HOLLAND – 4"X8" – 40 % BROWN SANDSTONE, 40% TERRA COTTA, & 20% SANDSTONE BLEND; 2.375" THICKNESS; RUNNING BOND (P–301)
- CONCRETE PAVERS (P–302) PAVESTONE – HOLLAND – 4"X8" – SANDSTONE; 2.375" THICKNESS; RUNNING BOND (P–302)
- TREE GRATE IRONSMITH – 48" ADA, ½" MAX. SLOT OPENING – CAST IRON SUB–SURFACE DRIP LINE FOR TREE PITS
- PLANTER A KORNEGAY DESIGN – DUNE SERIES (DS–40) – COLOR: FULL–RANGE OF STANDARD & PREMIUM
- PLANTER B KORNEGAY DESIGN – DUNE SERIES (DS–32) – COLOR: FULL–RANGE OF STANDARD & PREMIUM
- PLANTER C KORNEGAY DESIGN – DUNE SERIES (DS–17.5) – COLOR: FULL–RANGE OF STANDARD & PREMIUM
- PLANTER D KORNEGAY DESIGN – LARKSPUR SERIES (LS–24) – COLOR: FULL–RANGE OF STANDARD & PREMIUM
- BENCH LANDSCAPE FORMS – STAY – BACKED W/ ARMS – COLOR: TITANIUM – SURFACE MOUNTED
- TRASH/RECYCLING RECEPTACLES LANDSCAPE FORMS – POE – COLOR: TITANIUM – SURFACE MOUNTED
- ASH CAN LANDSCAPE FORMS – GRENADIER – COLOR: TITANIUM – SURFACE MOUNTED

UTILITY CONTACTS

LINCOLN WASTE WATER – (402)441–7711
LINCOLN ELECTRIC SYSTEM – (402)467–7623
BLACK HILLS ENERGY – (402)437–1715
WINDSTREAM COMMUNICATIONS – (402)436–5691
TIME WARNER – (402)421–0330
LINCOLN WATER SYSTEM – (402)441–7571

TYPICAL UNIT PAVER PATTERNS

HERRINGBONE

RUNNING BOND

N

0' 10' 20' 40'
SCALE IN FEET

Nebraska811 800-331-5666 netcall.com
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

HARDSCAPE PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

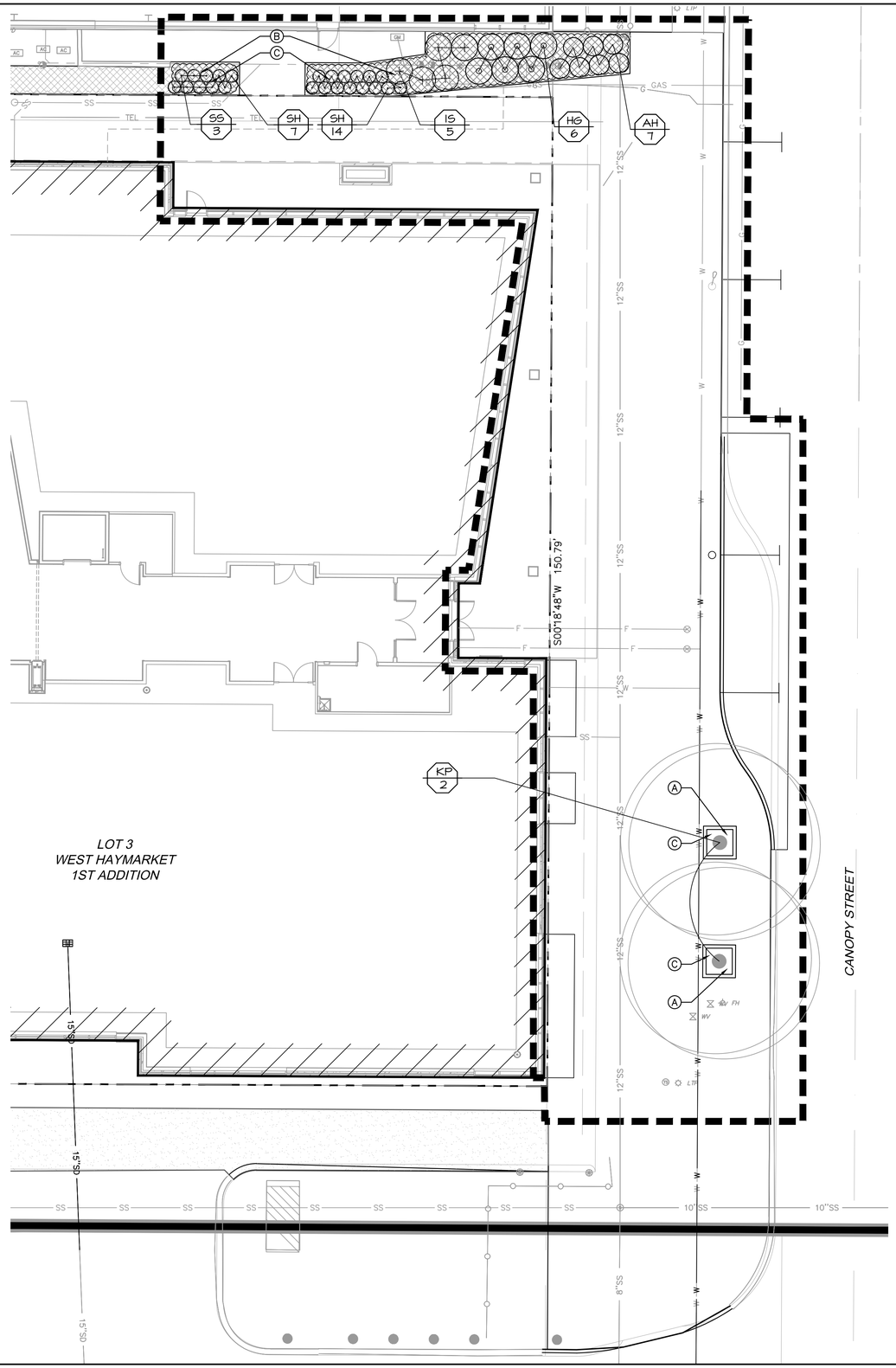
LINCOLN, NEBRASKA

drawn by:
checked by:
approved by:
QA/QC by:
project no.: C18-2226
drawing no.: -
date: 08-19-2019

SHEET
L101A

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\LAUP\UnderpassIL_HSC_82666.dwg USER: jfasnacht
DATE: Sep 04, 2019 2:42pm XREFS: L_TLBK_underpass_82666 L_PBASE_O-St_82666 C_PBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa
C_XBASE_underpass_82666 C_PBASE_underpass_82666 C_PBASE_60172 C_underpass parking L_PSHSC_82666 C_XBASE_826



LANDSCAPE LEGEND:

- LIMITS OF CONSTRUCTION
- RIGHT OF WAY / PROPERTY LINE
- OVERSTORY TREE
- UNDERSTORY PLANTINGS

LEGEND

- (A) TREE PIT WITH TREE GRATE; REF: 6/C300 & 3/L210
- (B) PLANTING BED
- (C) 3" DEPTH ROCK MULCH
- (P) PLANTER; REF: 3/L210 & 4/L210

LANDSCAPE GENERAL NOTES:

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF LINCOLN, NE IN CURRENT USAGE. ALL STANDARDS NOT COVERED BY THE CITY SHALL BE APWA STANDARDS IN CURRENT USAGE UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL EXISTING UTILITIES, DRAIN LINES AND IRRIGATION PIPING PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES, DRAIN LINES AND IRRIGATION PIPING.
3. CONTRACTOR SHALL VERIFY AND COORDINATE ALL FINAL GRADES WITH LANDSCAPE ARCHITECT PRIOR TO COMPLETION.
4. DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE AND SHALL BE REMOVED AT FREQUENT INTERVALS. AT COMPLETION OF WORK IN EACH AREA, THE CONTRACTOR SHALL GATHER AND REMOVE ALL DEBRIS, EQUIPMENT, AND EXCESS MATERIAL FROM THAT AREA. AT FINAL COMPLETION OF ALL WORK HE SHALL REMOVE ALL SUCH ITEMS FROM THE PREMISES.
5. LOCATION AND PLACEMENT OF ALL PLANT MATERIAL SHALL BE COORDINATED WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. THE LANDSCAPE PLANTING PLAN GRAPHICALLY ILLUSTRATES OVERALL PLANT MASSINGS. EACH PLANT SPECIES SHALL BE PLACED IN THE FIELD TO UTILIZE THE GREATEST COVERAGE OF THE GROUND PLANE. THE FOLLOWING APPLIES FOR INDIVIDUAL PLANTINGS:
   - ALL EVERGREEN SHRUBS AND CREEPING GROUNDCOVERS SHALL BE MINIMUM OF 2' FROM ANY PAVING EDGE.
   - ALL PLANTS OF THE SAME SPECIES SHALL BE EQUALLY SPACED AND SITED FOR THE BEST AESTHETIC VIEWING.
7. ANY SUBSTITUTION OF SPECIFIED PLANT MATERIAL WILL NOT BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
8. MULCH ALL PLANTING AREAS TO A DEPTH OF 3" MIN. MULCH SHALL SHALL BE FREE OF STICKS, STONES, LEAVES AND ANY OTHER DEBRIS. SAMPLES SHALL BE APPROVED BY LANDSCAPE ARCHITECT WITH COMPOSITION OF MATERIALS AND SOURCE.
9. ALL PLANT MATERIAL WILL BE HEALTHY, VIGOROUS AND FREE OF DISEASE AND INSECTS PER AAN STANDARDS. PLANT MATERIAL SHALL BE FIRST QUALITY STOCK AND SHALL CONFORM TO THE CODE OF STANDARD SET FORTH IN THE CURRENT EDITION OF THE AMERICAN STANDARDS OF NURSERY STOCK.
10. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY INFERIOR OR OTHERWISE UNSUITABLE PLANT MATERIAL PROPOSED FOR USE ON THE PROJECT. PRIOR TO DELIVERY TO THE JOB SITE, CONTRACTOR TO SUBMIT THE SOURCE AND SUPPLIER OF ALL PLANT MATERIAL, FERTILIZE AND MULCH.
11. PLANTS AND LANDSCAPE MATERIALS SHALL BE INSTALLED AS DETAILED ON PLANS. QUALITY, SIZE, GENUS, SPECIES, VARIETY OF PLANTS INDICATED, SHALL COMPLY WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1.
12. PLANTS SHALL NOT BE DELIVERED TO THE SITE UNTIL THE CORRESPONDING BEDS ARE FULLY PREPARED. TREES, SHRUBS, AND PERENNIALS SHALL BE PLANTED ONLY WHEN THE GROUND IS NOT FROZEN, SNOW COVERED, OR IN AN OTHERWISE UNSUITABLE CONDITION FOR PLANTING. PLANTING SHALL GENERALLY OCCUR BETWEEN APRIL 1– JUNE 15 OR AUGUST 15 – NOVEMBER 15.
13. PLANT BACKFILL FOR TREES AND SHRUBS SHALL BE PER SPECIFICATIONS. THE PLANTING SOIL MIXTURE FOR ALL PLANTING PITS SHALL BE 80% TOPSOIL MIXTURE, 10% PEATMOSS, AND 10% WELL COMPOSTED MANURE. MIX THOROUGHLY FOR UNIFORMITY OF TEXTURE AND DISTRIBUTION BEFORE PLACING IN PIT.
14. ALL PLANTING BEDS SHALL BE TREATED WITH DACTHAL PRE-EMERGENT HERBICIDE AT MANUFACTURER RECOMMENDED RATES AND SHALL BE COVERED WITH SPECIFIED MULCH APPLICATION. APPLY LIGHTER APPLICATION OF DACTHAL HERBICIDE TO TOP OF MULCH LAYER.
15. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER OWNER'S FINAL ACCEPTANCE OF FINISHED JOB. ALL DEAD AND DAMAGED PLANT MATERIAL SHALL BE REPLACED BY LANDSCAPE CONTRACTOR AT THEIR EXPENSE. LANDSCAPE CONTRACTOR SHALL MAINTAIN PLANT MATERIAL UNTIL FINAL ACCEPTANCE.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ACTUAL PLANT QUANTITIES REQUIRED TO COMPLETE THE PROJECT AS SHOWN ON THE PLANS, AND BASE THEIR BID ACCORDINGLY.
17. TREE SUPPORT SHALL BE PER STAKING DETAILS. TREE TIE SYSTEMS SHALL BE EASILY ADJUSTABLE, STRONG IN ALL WEATHER AND EASILY ATTACHED AND REMOVED. HOSE AND WIRE ARE NOT ACCEPTABLE FOR STAKE TREES.
18. TRUNKS OF DECIDUOUS TREES SHALL BE WRAPPED WITHIN 24 HOURS AFTER PLANTING. PAPER TREE WRAP SHALL BE TWO THINKNESSES OF CRINKLED PAPER CEMENTED TOGETHER WITH A LAYER OF BITUMINOUS MATERIAL. WRAPPING MATERIAL SHALL BE A MINIMUM OF 4" IN WIDTH AND HAVE A STRETCH FACTOR OF 33 ⅓ PERCENT. TWINE FOR TYING SHALL BE A GRAFTING CORD.
19. PLANT KEY DESCRIPTION.

WP 3 — PLANT TYPE / QUANTITY

OVERSTORY PLANT SCHEDULE - STREETSCAPE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	PLNT. HT.	M. HT.	M. SPR.	
KP	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	4" CAL	B&B	10'	30'	30'	

UNDERSTORY PLANT SCHEDULE - STREETSCAPE

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	PLNT. HT.	PLNT. SPR.	MAT. HT.	MAT. SPR	SPACING
HG	HYDRANGEA PANICULATA CONFETTI	CONFETTI HYDRANGEA	5 GAL	CONT.	36"	36"	48"	48"	48" O.C.
IS	ILEX GLABRA `SHAMROCK`	INKBERRY	5 GAL	CONT.	36"	36"	48"	48"	48" O.C.
PERENNIALS	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	PLNT. HT.	PLNT. SPR.	MAT. HT.	MAT. SPR	SPACING
AH	AMSONIA HUBRICHTII	ARKANSAS BLUE-STAR	1 GAL	CONT.	15"	15"	36"	36"	36" O.C.
GRASSES	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	PLNT. HT.	PLNT. SPR.	MAT. HT.	MAT. SPR	SPACING
SS	SCHIZACHYRIUM SCOPARIUM `THE BLUES`	THE BLUES LITTLE BLUESTEM	3 GAL	CONT.	30"	12"	24"	24"	24" O.C.
SH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	1 GAL	CONT.	12"	12"	24"	24"	24" O.C.

netcall.com 800-331-5666
Nebraska 811 Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

FOR BIDDING PURPOSES ONLY

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

E.O.#

T.C.#

2019

LANDSCAPE PLAN
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

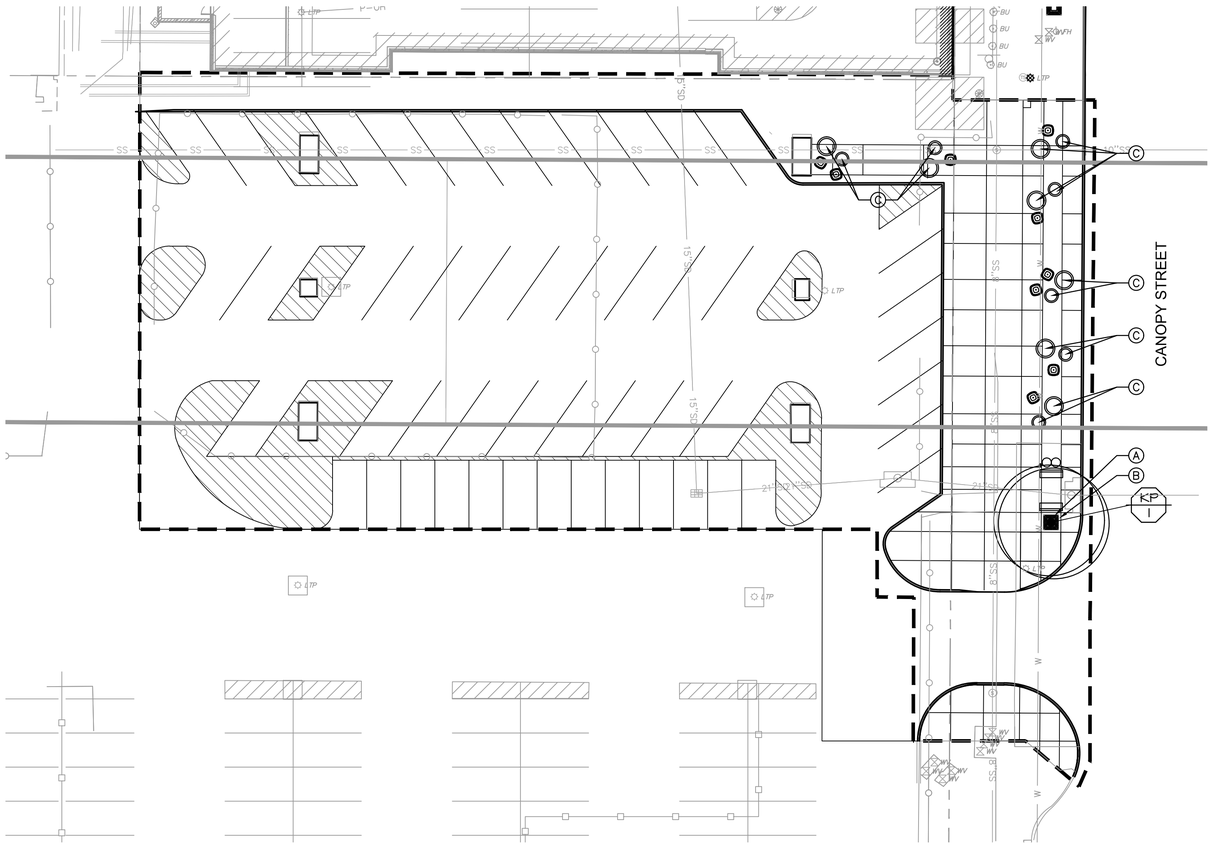
LINCOLN, NEBRASKA

drawn by:
checked by:
approved by:
QA/QC by:
project no.: B18-2226
drawing no.:
date: 08-19-2019

SHEET
L201

XX-XX-XX

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects\2018\2501-3000\018-2666\40-design\AutoCAD\final plans\Sheets\LAUP\Streetscape\L_SLSC_82666.dwg USER: arose
DATE: Sep 04, 2019 10:09am XREFS: C_PBASE_82666 C_Oscar 1.0 Pbase_22356 c_stopo_22356 c_r4-partial C_Exist Plat_22356 C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 E1_30 x 42_Title - Sheet-STREETSCAPE L_PLSC_82666 L_PHSC_82666 L_LSC



LANDSCAPE LEGEND:

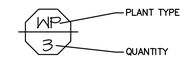
- LIMITS OF CONSTRUCTION
- RIGHT OF WAY / PROPERTY LINE
- OVERSTORY TREE
- UNDERSTORY PLANTINGS

LEGEND

- (A) TREE PIT WITH TREE GRATE; REF: 3/L210
- (B) 3" DEPTH ROCK MULCH
- (C) PLANTER A, B, C; REF: 4/L210

LANDSCAPE GENERAL NOTES:

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF LINCOLN, NE IN CURRENT USAGE. ALL STANDARDS NOT COVERED BY THE CITY SHALL BE APWA STANDARDS IN CURRENT USAGE UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL EXISTING UTILITIES, DRAIN LINES AND IRRIGATION PIPING PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES, DRAIN LINES AND IRRIGATION PIPING.
3. CONTRACTOR SHALL VERIFY AND COORDINATE ALL FINAL GRADES WITH LANDSCAPE ARCHITECT PRIOR TO COMPLETION.
4. DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE AND SHALL BE REMOVED AT FREQUENT INTERVALS. AT COMPLETION OF WORK IN EACH AREA, THE CONTRACTOR SHALL GATHER AND REMOVE ALL DEBRIS, EQUIPMENT, AND EXCESS MATERIAL FROM THAT AREA. AT FINAL COMPLETION OF ALL WORK HE SHALL REMOVE ALL SUCH ITEMS FROM THE PREMISES.
5. LOCATION AND PLACEMENT OF ALL PLANT MATERIAL SHALL BE COORDINATED WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. THE LANDSCAPE PLANTING PLAN GRAPHICALLY ILLUSTRATES OVERALL PLANT MASSINGS. EACH PLANT SPECIES SHALL BE PLACED IN THE FIELD TO UTILIZE THE GREATEST COVERAGE OF THE GROUND PLANE. THE FOLLOWING APPLIES FOR INDIVIDUAL PLANTINGS:
   - –ALL EVERGREEN SHRUBS AND CREEPING GROUNDCOVERS SHALL BE MINIMUM OF 2' FROM ANY PAVING EDGE.
   - –ALL PLANTS OF THE SAME SPECIES SHALL BE EQUALLY SPACED AND SITED FOR THE BEST AESTHETIC VIEWING.
7. ANY SUBSTITUTION OF SPECIFIED PLANT MATERIAL WILL NOT BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
8. MULCH ALL PLANTING AREAS TO A DEPTH OF 3" MIN. MULCH SHALL SHALL BE FREE OF STICKS, STONES, LEAVES AND ANY OTHER DEBRIS. SAMPLES SHALL BE APPROVED BY LANDSCAPE ARCHITECT WITH COMPOSITION OF MATERIALS AND SOURCE.
9. ALL PLANT MATERIAL WILL BE HEALTHY, VIGOROUS AND FREE OF DISEASE AND INSECTS PER AAN STANDARDS. PLANT MATERIAL SHALL BE FIRST QUALITY STOCK AND SHALL CONFORM TO THE CODE OF STANDARD SET FORTH IN THE CURRENT EDITION OF THE AMERICAN STANDARDS OF NURSERY STOCK.
10. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY INFERIOR OR OTHERWISE UNSUITABLE PLANT MATERIAL PROPOSED FOR USE ON THE PROJECT. PRIOR TO DELIVERY TO THE JOB SITE, CONTRACTOR TO SUBMIT THE SOURCE AND SUPPLIER OF ALL PLANT MATERIAL, FERTILIZE AND MULCH.
11. PLANTS AND LANDSCAPE MATERIALS SHALL BE INSTALLED AS DETAILED ON PLANS. QUALITY, SIZE, GENUS, SPECIES, VARIETY OF PLANTS INDICATED, SHALL COMPLY WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1.
12. PLANTS SHALL NOT BE DELIVERED TO THE SITE UNTIL THE CORRESPONDING BEDS ARE FULLY PREPARED. TREES, SHRUBS, AND PERENNIALS SHALL BE PLANTED ONLY WHEN THE GROUND IS NOT FROZEN, SNOW COVERED, OR IN AN OTHERWISE UNSUITABLE CONDITION FOR PLANTING. PLANTING SHALL GENERALLY OCCUR BETWEEN APRIL 1– JUNE 15 OR AUGUST 15 – NOVEMBER 15.
13. PLANT BACKFILL FOR TREES AND SHRUBS SHALL BE PER SPECIFICATIONS. THE PLANTING SOIL MIXTURE FOR ALL PLANTING PITS SHALL BE 80% TOPSOIL MIXTURE, 10% PEATMOSS, AND 10% WELL COMPOSTED MANURE. MIX THOROUGHLY FOR UNIFORMITY OF TEXTURE AND DISTRIBUTION BEFORE PLACING IN PIT.
14. ALL PLANTING BEDS SHALL BE TREATED WITH DACTHAL PRE–EMERGENT HERBICIDE AT MANUFACTURER RECOMMENDED RATES AND SHALL BE COVERED WITH SPECIFIED MULCH APPLICATION. APPLY LIGHTER APPLICATION OF DACTHAL HERBICIDE TO TOP OF MULCH LAYER.
15. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER OWNER'S FINAL ACCEPTANCE OF FINISHED JOB. ALL DEAD AND DAMAGED PLANT MATERIAL SHALL BE REPLACED BY LANDSCAPE CONTRACTOR AT THEIR EXPENSE. LANDSCAPE CONTRACTOR SHALL MAINTAIN PLANT MATERIAL UNTIL FINAL ACCEPTANCE.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ACTUAL PLANT QUANTITIES REQUIRED TO COMPLETE THE PROJECT AS SHOWN ON THE PLANS, AND BASE THEIR BID ACCORDINGLY.
17. TREE SUPPORT SHALL BE PER STAKING DETAILS. TREE TIE SYSTEMS SHALL BE EASILY ADJUSTABLE, STRONG IN ALL WEATHER AND EASILY ATTACHED AND REMOVED. HOSE AND WIRE ARE NOT ACCEPTABLE FOR STAKE TREES.
18. TRUNKS OF DECIDUOUS TREES SHALL BE WRAPPED WITHIN 24 HOURS AFTER PLANTING. PAPER TREE WRAP SHALL BE TWO THINKNESSES OF CRINKLED PAPER CEMENTED TOGETHER WITH A LAYER OF BITUMINOUS MATERIAL. WRAPPING MATERIAL SHALL BE A MINIMUM OF 4" IN WIDTH AND HAVE A STRETCH FACTOR OF 33 ⅓ PERCENT. TWINE FOR TYING SHALL BE A GRAFTING CORD.
19. PLANT KEY DESCRIPTION.



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	PLNT. HT.	M. HT.	M. SPR.
KP	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	4" CAL.	B&B	8'	30'	30'

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

LANDSCAPE PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:
checked by:
approved by:
QA/QC by:
project no.: C18-2226
drawing no.:
date: 08-19-2019

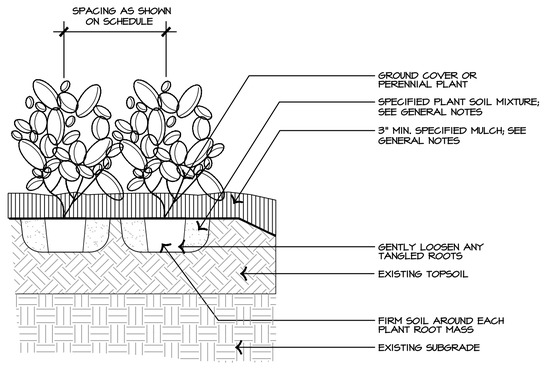
SHEET
L201A

ne1call.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\LAUP\Underpass\L_LSC_82666.dwg USER: jlasnacht
DATE: Sep 04, 2019 2:41pm XREFS: C_PBASE_82666 C_DEC Pipes_82666 L_TLBK_underpass_82666 L_LSC_GEN NOTES_82666 FloorPlan-FP1_1-8_New - oa L_PBASE_O-St_82666 C_XBASE_underpass_82666 C_PBASE_underpass_82666 C_PBASE_60172 C_underpass parking L_PBASE_82666

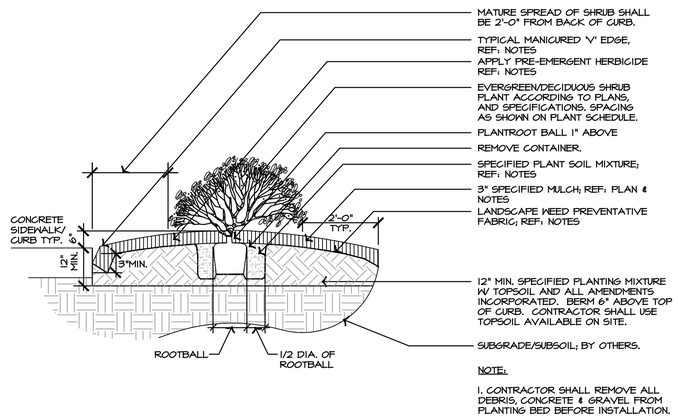
DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects\2018\2501-3000\018-266\40-design\AutoCAD\final plans\Sheets\LAUP\Streetscape\L_SLSC & IRR_DETAILS_82666.dwg USER: arose
DATE: Sep 04, 2019 10:09am XREFS: C_XBASE_82666 E1_30 x 42_Title - Sheet-STREETSCAPE SDET-SHRUB-STEEL-EDGE SDET-TREE-SHADE DET-METAL-EDGE DET-TREE-EVERGREEN DET-GCOVER&PEREN-STEEL-EDGE L_IRR_SCHED_82666 DET-TYPICAL-IRR SDET-GCOVER/



NOTE:

1. CONTRACTOR SHALL REMOVE ALL DEBRIS, CONCRETE & GRAVEL FROM PLANTING BED BEFORE INSTALLATION.

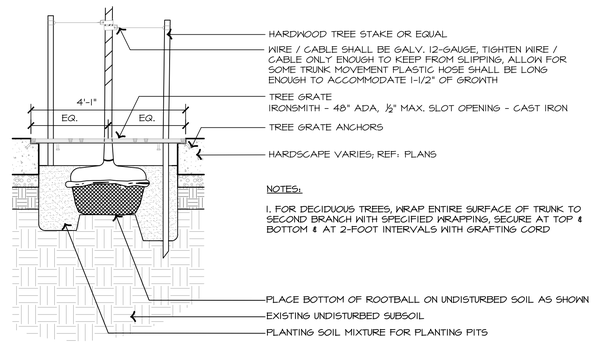
1 TYPICAL SHRUB PLANTING DETAIL



NOTE:

1. CONTRACTOR SHALL REMOVE ALL DEBRIS, CONCRETE & GRAVEL FROM PLANTING BED BEFORE INSTALLATION.

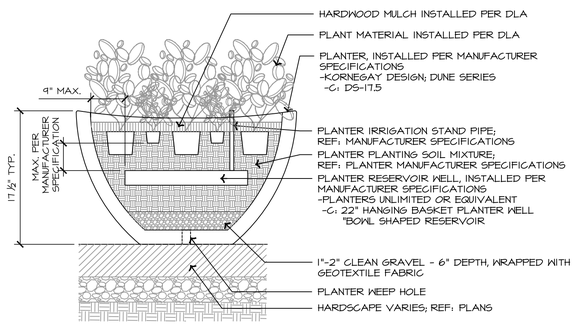
2 TYPICAL PERENNIAL PLANTING DETAIL



NOTES:

1. FOR DECIDUOUS TREES, WRAP ENTIRE SURFACE OF TRUNK TO SECOND BRANCH WITH SPECIFIED WRAPPING, SECURE AT TOP & BOTTOM & AT 2-FOOT INTERVALS WITH GRAFTING CORD

3 TREE PLANTER ANCHOR



4 PLANTER C

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

E.O.#

T.C.#

2019

LANDSCAPE DETAILS
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

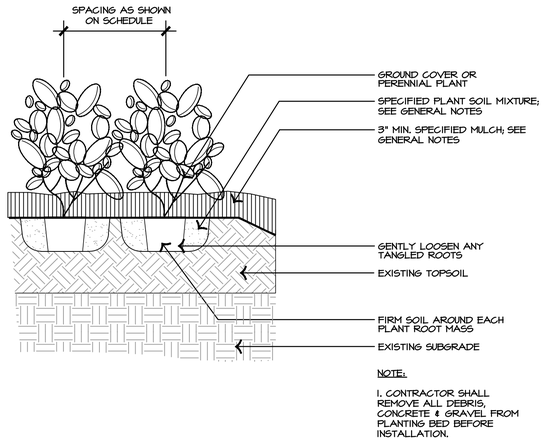
LINCOLN, NEBRASKA

drawn by:
checked by:
approved by:
QA/QC by:
project no.: B18-2226
drawing no.: -
date: 08-19-2019

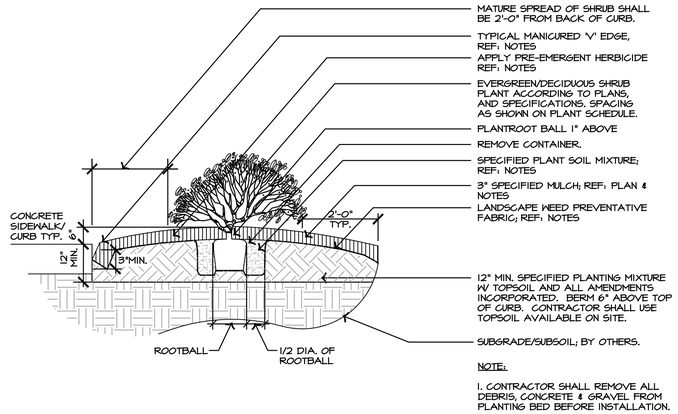
SHEET
L210

ne1call.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

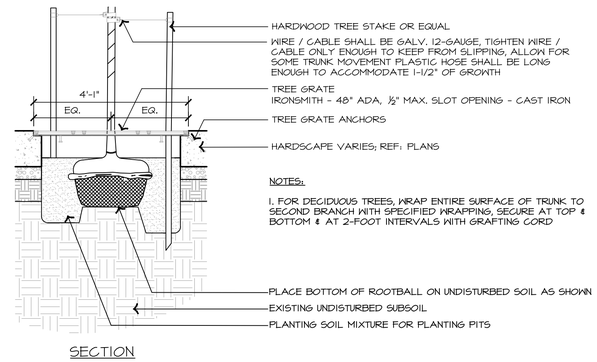
XX-XX-XX



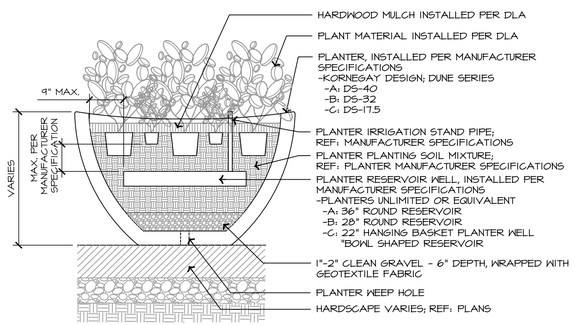
1 TYPICAL SHRUB PLANTING DETAIL



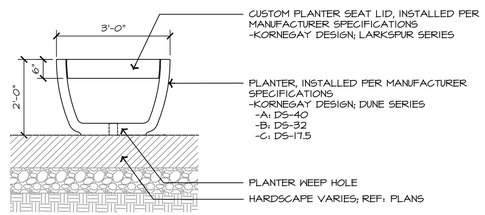
2 TYPICAL PERENNIAL PLANTING DETAIL



3 TREE PLANTER ANCHOR



4 PLANTER A, PLANTER B, AND PLANTER C



5 PLANTER D

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

E.O.#

T.C.#

2019

LANDSCAPE DETAILS - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

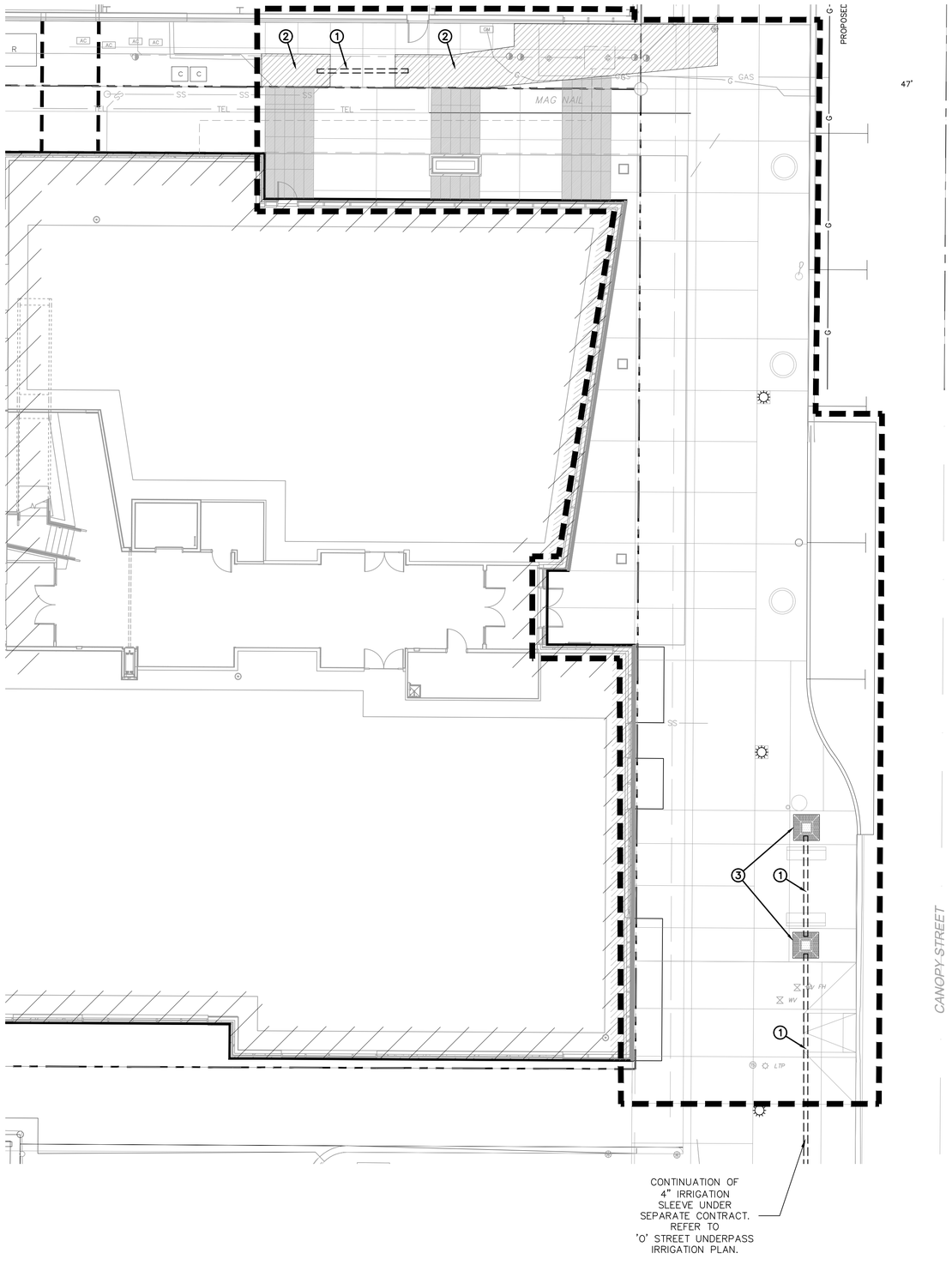
drawn by:
checked by:
approved by:
QA/QC by:
project no.: C18-2226
drawing no.: -
date: 08-19-2019

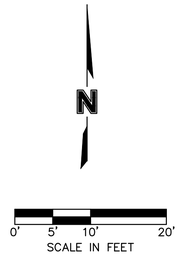
SHEET
L210A

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\LAUP\Underpass\L_LSC_DETAILS_82666.dwg USER: jfasnacht
DATE: Sep 04, 2019 2:45pm XREFS: C_XBASE_82666 E1_30 x 42_Title - Sheet-STREETSCAPE SDET-SHRUB-STEEL-EDGE SDET-TREE-SHADE DET-METAL-EDGE DET-TREE-EVERGREEN DET-GCOVER&PEREN-STEEL-EDGE L_IRR_SCHED_82666 DET-TYPICAL-IRR SDET-GCOVER





IRRIGATION GENERAL NOTES:

1. THIS DESIGN IS SHOWN IN A DIAGRAMMATIC FORM. ALL COMPONENTS ARE SHOWN FOR THE PURPOSE OF CLARIFICATIONS AND LEGIBILITY. ALL WORK SHALL CONFORM TO SPECIFICATIONS AND DETAILS INCLUDED IN THIS PACKAGE. IRRIGATION MAINLINE, LATERALS, CONTROL VALVES, SUB-METER, BACKFLOW PREVENTER AND OTHER IRRIGATION CONTROL EQUIPMENT SHALL BE INSTALLED IN LANDSCAPE BEDS OR TURF AREAS UNLESS CONTAINED IN PVC SLEEVING UNDER PAVEMENT OR OTHER HARDSCAPE AS INDICATED ON PLANS.
2. CONTRACTOR SHALL VERIFY PRESSURES OF EXISTING IRRIGATION SYSTEMS PRIOR TO DESIGN AND INSTALLATION OF SYSTEM.
3. VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
4. CONTACT LANDSCAPE ARCHITECT AND COORDINATE ALL REVIEWS PRIOR TO COMMENCEMENT OF WORK.
5. IRRIGATION CONTRACTOR SHALL VERIFY PRESSURE AT ALL TAP LOCATIONS PRIOR TO THE INSTALLATION OF ANY COMPONENTS OF THE IRRIGATION SYSTEM. NOTIFY LANDSCAPE ARCHITECT IF THE MINIMUM REQUIREMENTS FOR FLOW AND PRESSURE NOTED IN THE IRRIGATION SCHEDULES CAN NOT BE MEET.
6. CONTRACTOR SHALL INSTALL ALL IRRIGATION EQUIPMENT IN THE TURF AREAS AND PLANTING BEDS IN A MANNER SO AS TO CONFORM WITH THE VARIOUS DETAILS, PLAN NOTES AND SPECIFICATIONS FROM LANDSCAPE ARCHITECT AND MANUFACTURER.
7. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING NEAR EXISTING TREES AND UTILITIES. THE CONTRACTOR SHALL VERIFY LOCATION AND CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR DAMAGE TO TREES OR UTILITIES. FIELD ADJUST SPRINKLER LOCATIONS SO AS TO AVOID CONFLICTS WITH UTILITIES (FIRE HYDRANTS, TRANSFORMERS, ETC.).
8. PROTECT AT ALL TIMES THE WORK FROM DAMAGE AND THEFT. REPLACE ALL DAMAGED OR STOLEN PARTS AT CONTRACTOR'S EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER.
9. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE.
10. CONTRACTOR SHALL PLACE ALL ZONE CONTROL VALVES AND QUICK COUPLER VALVES IN LANDSCAPE BEDS, AS POSSIBLE. PLACE VALVE BOXES A MINIMUM OF 1'-0" FROM ANY PAVEMENT AND PARALLEL TO PAVEMENT EDGE. GROUPED VALVES TO BE EQUALLY SPACED.
11. ADJUST HEAD LOCATIONS IF SPRAY IS DETRIMENTAL TO OR BLOCKED BY TREE, SHRUB OR STRUCTURE, MAINTAINING EVEN COVERAGE OF PLANTED AREAS.
12. INSTALL ALL MAINLINES TO SLOPE AT 1% MINIMUM TO MANUAL DRAIN VALVES LOCATED AT LOW POINTS OF MAIN SYSTEM.
13. ALL SPRINKLER HEADS AND TURF ROTORS SHALL BE ADJUSTED SO THEY DO NOT SPRAY ONTO WALKS, RETAINING WALLS, BUILDINGS OR THE PLAZA AREAS.
14. CONTRACTOR SHALL INSTALL SLEEVES UNDER HARDSCAPE AT ALL POINTS WHERE IRRIGATION MAIN LINE AND LATERALS ARE LOCATED.
15. ALL IRRIGATION EQUIPMENT INCLUDING HEADS, VALVES, MAINLINES AND LATERALS SHALL BE LOCATED OUTSIDE OF THE RIGHT OF WAY.
16. CONTRACTOR SHALL REVIEW EXISTING IRRIGATION SYSTEM COMPONENTS, AND ADJUST BASE BID ACCORDINGLY TO REFLECT WORK REQUIRED TO MODIFY EXISTING IRRIGATION SYSTEM.

IRRIGATION LEGEND:

- RIGHT OF WAY / PROPERTY LINE
- SHEET MATCHLINE
- SCHEDULE 40 PVC SLEEVE
- AREA TO BE IRRIGATED FROM OSCAR 2.0 SYSTEM
- SUB-SURFACE DRIP IRRIGATION

IRRIGATION PLAN NOTES:

(1) POTABLE WATER IRRIGATION LATERAL SLEEVES SHALL BE 4" PVC SCHEDULE 40 PIPE.

(2) AREA TO BE CONNECTED TO OSCAR 2.0 IRRIGATION SYSTEM

(3) SUB-SURFACE DRIP LINE FOR TREE PITS

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XXX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

IRRIGATION SLEEVING PLAN
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

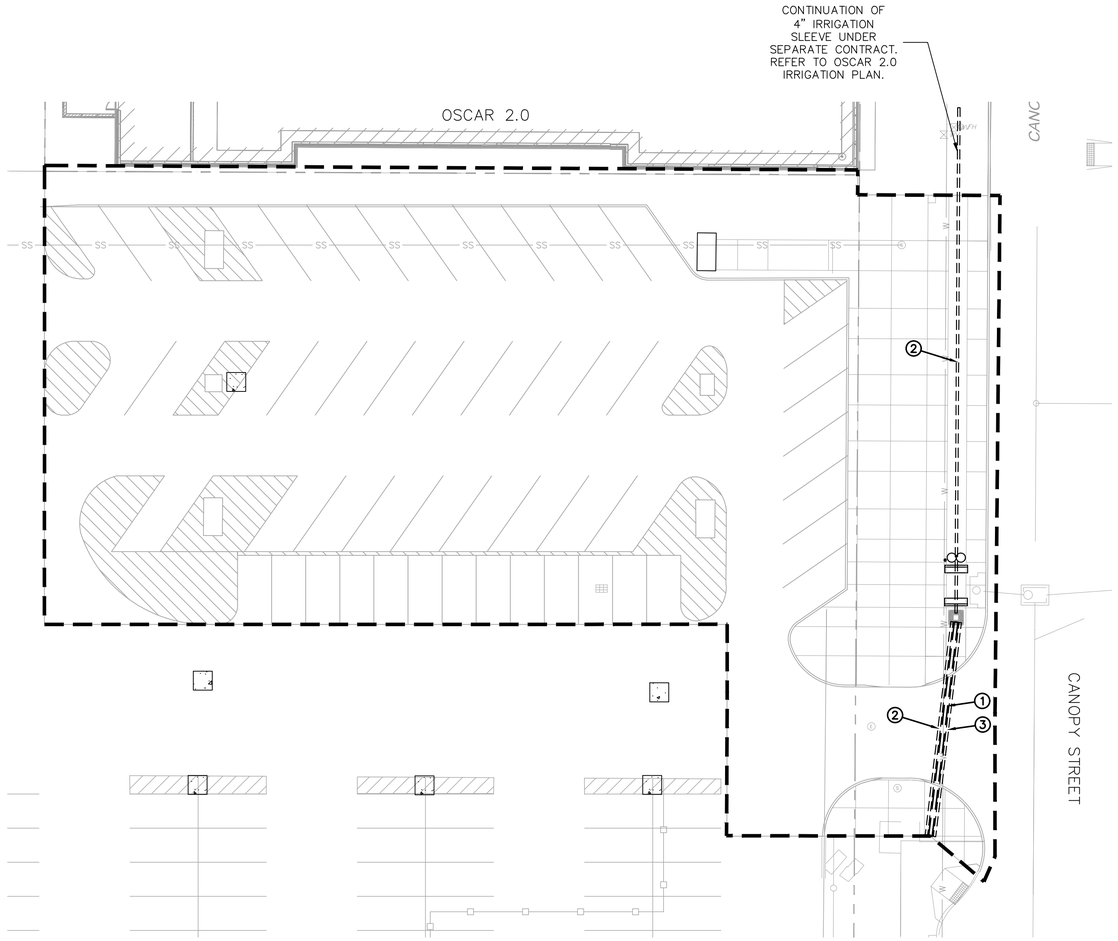
drawn by:
checked by: NKB
approved by: NKB
QA/QC by: NKB
project no.: B18-2226
drawing no.: -
date: 08-19-2019

SHEET
L601

netcall.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

XX-XXX-XX

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects\2018\2501-3000\018-2666\40-design\AutoCAD\final plans\Sheets\GNCV\Streetscape\C_IRR_82666.dwg USER: arose
DATE: Sep 04, 2019 10:10am XREFS: C_PBASE_82666 C_Oscar 1.0 Pbase_22356 c_stopo_22356 c_r4-partial C_Exist Plat_22356 C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_FloorPlan-Level 1_22356-oa L_PSHSC_82666



IRRIGATION GENERAL NOTES:

1. THIS DESIGN IS SHOWN IN A DIAGRAMMATIC FORM. ALL COMPONENTS ARE SHOWN FOR THE PURPOSE OF CLARIFICATIONS AND LEGIBILITY. ALL WORK SHALL CONFORM TO SPECIFICATIONS AND DETAILS INCLUDED IN THIS PACKAGE. IRRIGATION MAINLINE, LATERALS, CONTROL VALVES, SUB-METER, BACKFLOW PREVENTER AND OTHER IRRIGATION CONTROL EQUIPMENT SHALL BE INSTALLED IN LANDSCAPE BEDS OR TURF AREAS UNLESS CONTAINED IN PVC SLEEVING UNDER PAVEMENT OR OTHER HARDSCAPE AS INDICATED ON PLANS.
2. CONTRACTOR SHALL VERIFY PRESSURES OF EXISTING IRRIGATION SYSTEMS PRIOR TO DESIGN AND INSTALLATION OF SYSTEM.
3. VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK.
4. CONTACT LANDSCAPE ARCHITECT AND COORDINATE ALL REVIEWS PRIOR TO COMMENCEMENT OF WORK.
5. IRRIGATION CONTRACTOR SHALL VERIFY PRESSURE AT ALL TAP LOCATIONS PRIOR TO THE INSTALLATION OF ANY COMPONENTS OF THE IRRIGATION SYSTEM. NOTIFY LANDSCAPE ARCHITECT IF THE MINIMUM REQUIREMENTS FOR FLOW AND PRESSURE NOTED IN THE IRRIGATION SCHEDULES CAN NOT BE MEET.
6. CONTRACTOR SHALL INSTALL ALL IRRIGATION EQUIPMENT IN THE TURF AREAS AND PLANTING BEDS IN A MANNER SO AS TO CONFORM WITH THE VARIOUS DETAILS, PLAN NOTES AND SPECIFICATIONS FROM LANDSCAPE ARCHITECT AND MANUFACTURER.
7. EXERCISE EXTREME CARE IN EXCAVATING AND WORKING NEAR EXISTING TREES AND UTILITIES. THE CONTRACTOR SHALL VERIFY LOCATION AND CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR DAMAGE TO TREES OR UTILITIES. FIELD ADJUST SPRINKLER LOCATIONS SO AS TO AVOID CONFLICTS WITH UTILITIES (FIRE HYDRANTS, TRANSFORMERS, ETC.).
8. PROTECT AT ALL TIMES THE WORK FROM DAMAGE AND THEFT. REPLACE ALL DAMAGED OR STOLEN PARTS AT CONTRACTOR'S EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER.
9. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE.
10. CONTRACTOR SHALL PLACE ALL ZONE CONTROL VALVES AND QUICK COUPLER VALVES IN LANDSCAPE BEDS, AS POSSIBLE. PLACE VALVE BOXES A MINIMUM OF 1'-0" FROM ANY PAVEMENT AND PARALLEL TO PAVEMENT EDGE. GROUPED VALVES TO BE EQUALLY SPACED.
11. ADJUST HEAD LOCATIONS IF SPRAY IS DETRIMENTAL TO OR BLOCKED BY TREE, SHRUB OR STRUCTURE, MAINTAINING EVEN COVERAGE OF PLANTED AREAS.
12. INSTALL ALL MAINLINES TO SLOPE AT 1% MINIMUM TO MANUAL DRAIN VALVES LOCATED AT LOW POINTS OF MAIN SYSTEM.
13. ALL SPRINKLER HEADS AND TURF ROTORS SHALL BE ADJUSTED SO THEY DO NOT SPRAY ONTO WALKS, RETAINING WALLS, BUILDINGS OR THE PLAZA AREAS.
14. CONTRACTOR SHALL INSTALL SLEEVES UNDER HARDSCAPE AT ALL POINTS WHERE IRRIGATION MAIN LINE AND LATERALS ARE LOCATED.
15. ALL IRRIGATION EQUIPMENT INCLUDING HEADS, VALVES, MAINLINES AND LATERALS SHALL BE LOCATED OUTSIDE OF THE RIGHT OF WAY.
16. CONTRACTOR SHALL REVIEW EXISTING IRRIGATION SYSTEM COMPONENTS, AND ADJUST BASE BID ACCORDINGLY TO REFLECT WORK REQUIRED TO MODIFY EXISTING IRRIGATION SYSTEM.

IRRIGATION LEGEND:

- RIGHT OF WAY / PROPERTY LINE
- SHEET MATCHLINE
- SCHEDULE 40 PVC SLEEVE

IRRIGATION PLAN NOTES:

1. 6" PVC SCHEDULE 40 PIPE POTABLE WATER IRRIGATION MAINLINE SLEEVES
2. POTABLE WATER IRRIGATION LATERAL SLEEVES SHALL BE 4" PVC SCHEDULE 40 PIPE.
3. IRRIGATION CONTROL WIRE SLEEVES SHALL BE 4" PVC SCHEDULE 40 PIPE.

N

0' 10' 20' 40'
SCALE IN FEET

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311 www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

IRRIGATION SLEEVING PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2226
drawing no.:	-
date:	08-19-2019

SHEET
L601A

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_IRR_82666.dwg USER: jfasnacht
DATE: Sep 04, 2019 2:51pm XREFS: C_underpass parking C_PBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_underpass_82666
C_PBASE_underpass_82666 c_r4-partial C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 L_PBASE_O-St_82666 C_PBASE_underpass_82666 C_PBASE_

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects-direct\20180501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\MECH\Electrical\Streetscape\E_NSLGT_0182666.dwg USER: twinter
DATE: Sep 04, 2019 10:17am XREFS: c_pbase_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_82666 c_stopo_22356 c_r4-partial C_Deck 3_22356 C_Deck 2_22356 C_FloorPlan-Level 1_22356-oa L_PHSC_82666 C_Exist Plat_22356 L_PSHSC_82666 C_TLBK_2

SCHEDULE OF WIRING MATERIALS

THE ELECTRICAL, MECHANICAL AND PHYSICAL PROPERTIES OF THE CONDUCTORS LISTED ON THE PLANS ESTABLISH THE MINIMUM ACCEPTABLE REQUIREMENTS FOR EACH OF THE LISTED APPLICATIONS. CONDUCTORS WHICH HAVE PROPERTIES THAT EXCEED THESE MINIMUM REQUIREMENTS MAY BE FURNISHED AT THE CONTRACTORS OPTION, WITH THE ENGINEERS' APPROVAL NO ADJUSTMENT IN THE CONTRACT PRICE WILL BE ALLOWED.

UNLESS INDICATED OTHERWISE ALL CONDUCTORS SHALL BE SINGLE CONDUCTOR, STRANDED COPPER U.L. LISTED, 600 VOLT WITH TYPE OF INSULATION AND SIZE OF CONDUCTOR AS LISTED BELOW.

ONE PHASE CONDUCTOR MUST, AT THE TIME OF INSTALLATION, BE PERMANENTLY IDENTIFIED AS THE LINE 2 (RED) CONDUCTOR AT EACH END AND AT EVERY POINT WHERE THE CONDUCTOR IS ACCESSIBLE. IDENTIFICATION WILL BE ACCOMPLISHED BY (A) COLORING THE EXPOSED INSULATION RED (B) MARKING THE EXPOSED INSULATION WITH RED TAPE.

GENERAL PROJECT NOTES

1. THE LOCATIONS OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED ON THESE PLANS. UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, WILL BE LOCATED AND FLAGGED BY THE UTILITIES UPON THE REQUEST OF THE CONTRACTOR. NO EXCAVATION WILL BE PERMITTED IN THE AREA OF THE UNDERGROUND UTILITIES UNTIL ALL SUCH FACILITIES HAVE BEEN LOCATED AND IDENTIFIED TO THE SATISFACTION OF ALL PARTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UNDERGROUND AND AERIAL UTILITIES AND CONSTRUCTIONS.
2. ALL POLE FOUNDATIONS SHALL BE CONSTRUCTED PER CITY OF LINCOLN STANDARD PLANS.

LIGHTING PROJECT NOTES

3. ALL CONNECTIONS IN PULL BOXES WILL BE MADE USING SUBMERSIBLE SECONDARY CONNECTORS MEETING ANSI C119.1.
4. ELECTRICAL CONNECTIONS IN POLE OR TRANSFORMER BASE SHALL BE MADE USING U.L. APPROVED, ABOVE GROUND, MULTI-CABLE, ALLEN HEAD SET SCREW, CONNECTOR BLOCKS FULLY ENCAPSULATED WITH PREFORMED INSULATING COVERS. COMPRESSION TAPS AND TAPING WILL NOT BE ALLOWED.

   THE CONNECTOR BLOCK MUST CONTAIN THE CORRECT NUMBER OF CABLE ENTRANCES TO ALLOW ONE CONDUCTOR PER WIRE HOLE AND MUST BE RATED FOR THE SIZE(S) AND TYPE(S) OF CABLE BEING USED. ANTIOXIDENT COMPOUND SHALL BE USED AND PROPER PROCEDURES FOLLOWED.

   THE ELECTRICAL CONNECTION, WHEN COMPLETE, SHALL BE FULLY INSULATED TO PREVENT ACCIDENTAL CONTACT WITH LIVE COMPONENTS.
5. AN EQUIPMENT GROUNDING CONDUCTOR SHALL BE BONDED:
   (A) TO ALL POLES OR TRANSFORMER BREAKAWAY BASES.
   (B) AT ALL CONTROL CENTER SERVICE LOCATIONS.
   (C) TO ALL METALLIC NONCURRENT CARRYING COMPONENTS.
   (D) TO ALL GROUND RODS.
6. IN PULL BOXES, POLE BASES, JUNCTION BOXES AND CONTROL CABINETS, THE DIRECTION OF EACH CABLE RUN SHALL BE INDICATED BY ATTACHING A PERMANENT TAG OF RIGID PLASTIC OR NON-FERROUS METAL TO THE CONDUIT. TAGS SHALL BE EMBOSSED, STAMPED OR ENGRAVED WITH LETTERS *" OR GREATER IN HEIGHT AND SECURED TO THE CONDUIT WITH NYLON OR PLASTIC TIES.

   IN INSTANCES WHERE THE CONDUIT OR CONDUIT ENTRANCES ARE NOT VISIBLE OR ACCESSIBLE, AS IN ANCHOR BASE INSTALLATIONS, A DIRECTION TAG SHALL BE ATTACHED TO EACH CABLE.
7. ALL METALLIC AND NONMETALLIC CONDUIT SHALL BEAR THE U.L. LABEL.
8. UNLESS INDICATED OTHERWISE IN THE PLANS:
   (A) SEE PLANS FOR CONDUIT SIZES.
   (B) CONDUIT PLACED IN TRENCH OR UNDER THE ROADWAY SHALL BE NONMETALLIC AND OF THE FOLLOWING TYPES AS DEFINED IN THE SPECIFICATIONS: PVC, FRE, CID OR HDPE.
   (C) NONMETALLIC CONDUIT SURFACED MOUNTED ON STRUCTURES OR USED AS RISERS SHALL BE SCHEDULE 80 PVC.
   (D) METALLIC CONDUIT WHEN USED SHALL BE TYPE GRS OR IMC.
   (E) GALVANIZED INTERMEDIATE METAL CONDUIT (IMC) MAY BE USED IN LIEU OF GALVANIZED RIGID STEEL CONDUIT (GRS).
   (F) CONDUIT PLACED IN GROUND SHALL HAVE A MINIMUM EARTH COVER OF 30" UNLESS INDICATED OTHERWISE.
   (G) ALL UNDERGROUND CONDUIT RACEWAYS TERMINATING IN PULL BOXES, LIGHT POLE BASES, BREAKAWAY TRANSFORMER BASES, PEDESTAL BASES, LIGHTING CONTROL CENTER CABINETS OR OTHER IN GROUND OR GROUND MOUNTED ENCLOSURES, SHALL ENTER THE ENCLOSURE VERTICAL TO THE EARTH'S SURFACE. ALL CONDUIT ENDS SHALL BE EQUIPPED WITH BELLS OR BUSHINGS TO PROTECT THE CABLE THEY CARRY FROM CHAFING OR ABRASION.
9. JACKED CONDUIT MAY BE EITHER METALLIC OR NONMETALLIC.
10. TRENCHING SHALL BE KEPT A MINIMUM OF 5 FT. FROM THE TRUNK OF EXISTING TREES. JACKING MAY BE REQUIRED UNDER THE CENTER OF LARGE TREES IN LIMITED SPACE.
11. ROUTING OF CONDUIT AND CABLE MAY BE ALTERED BY THE PROJECT ENGINEER, IF NECESSARY, TO SUIT FIELD CONDITIONS.
12. INSTALL STUB OUTS AS INDICATED ON PLANS. STUB OUTS MUST BE SECURELY CAPPED OR PLUGGED AT BOTH ENDS WITH FITTINGS OF THE CORRECT SIZE AND TYPE FOR THE CONDUIT BEING USED.
13. LUMINAIRE'S SHALL BE LEVELED AFTER POLE HAS BEEN INSTALLED ON FOUNDATION. LUMINAIRE MOUNTING BOLTS SHALL BE TORQUED TO MANUFACTURERS SPECIFICATIONS.
14. LIGHTING SYSTEM MUST MEET PROJECT ENGINEERS FINAL INSPECTION.

LIGHTING PROJECT NOTES (CONTINUED)

16. CONTACT UTILITY THREE WORKING DAYS PRIOR TO REQUIRING SERVICE CONNECTION OR DISCONNECT.
17. GROUNDING CONNECTIONS IN PULL BOXES AND JUNCTION BOXES SHALL BE MADE USING MECHANICAL CONNECTORS SPECIFICALLY DESIGNED FOR THE PURPOSE.
18. UNLESS INDICATED OTHERWISE IN THE PLANS:

    (A) ALL FOUNDATIONS USED ON A PROJECT SHALL BE CONCRETE.
19. A LEGIBLE POLE IDENTIFICATION NUMBER THAT MEETS SPECIFICATION REQUIREMENTS, TOGETHER WITH THE POLE MANUFACTURERS' IDENTIFICATION, WILL BE REQUIRED ON ALL NEW LIGHT POLES. THE POLE IDENTIFICATION NUMBER SHALL BE APPLIED BY EITHER OF THE FOLLOWING METHODS.

    (A) THE TOP OF THE POLE BASE SHALL BE STAMPED OR ENGRAVED WITH THE REQUIRED INFORMATION. (PRIOR TO GALVANIZING IN THE CASE OF STEEL POLES)

    (B) A DURABLE METAL TAG, STAMPED WITH THE REQUIRED INFORMATION, SHALL BE SECURELY ATTACHED TO THE POLE BASE OR POLE SHAFT. THE TAG AND ITS' METHOD OF ATTACHMENT MUST BE APPROVED BY THE LIGHTING ENGINEER.

Cable Designations	Conduit Designations
C is conductor (ie.. 3/C)	B is Conduit Bored (ie..3" B)
CG is Circuit Ground	
DB is Direct Buried	T is Conduit Trenched (ie..3" T)
EX is Existing	
INS is Install	
LC is Lead-In Cable, 2/C	
NO is Number	
REL is Relocate	
REM is Remove	
SC is Service Cable	
SL is Street Light	
Cable is new if no designation	

Diggers Hotline Of Nebraska
Statewide (800) 331-5666
Call Before You Dig... Its The Law

PRIOR TO CONSTRUCTION:

CALL : 1-800-331-5666 FOR LOCATION OF UNDERGROUND TELEPHONE, ELECTRIC, GAS MAINS, CABLEVISION AND CITY OF LINCOLN UTILITIES.

NOTE: EXISTING UNDERGROUND AND OVERHEAD UTILITIES AND DRAINAGE STRUCTURES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE INDIVIDUAL CONTRACTORS TO EXACTLY LOCATE AND PROTECT EACH EXISTING UTILITY BEFORE AND DURING ACTUAL CONSTRUCTION.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

E.O.#

T.C.#

2019

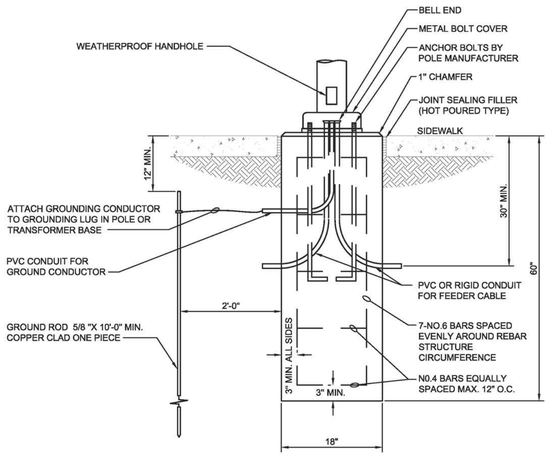
STREETSCAPE ALT BNSF
PARKING IMPROVEMENTS
GENERAL LTG NOTES

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS
LINCOLN, NEBRASKA

drawn by:	TDW
checked by:	RAZ
approved by:	RAZ
QA/QC by:	FLE
project no.:	B18-2226
drawing no.:	-
date:	08-19-2019

SHEET
SL100

XX-XX-XX



1 E100 CONCRETE FOUNDATION
NOT TO SCALE

1. CONCRETE CLASS "47B-3000"
2. COORDINATE INSTALLATION OF BASE WITH SIDEWALK CONTRACTOR.
3. EXPOSED PORTION OF THE POLE BASE TO BE SQUARE. SQUARE PORTION TO EXTEND AT LEAST 6" BELOW GRADE. REMAINING BELOW GRADE PORTION MAY BE ROUND.

ELECTRICAL SYMBOLS

(1)	SHEET NOTE TAG, LABEL INDICATES NOTE NUMBER
A	POST TOP AREA LIGHT, ID INDICATES FIXTURE TYPE
EX	SIDE ARM MOUNT AREA LIGHT, EXISTING POLE LOCATION TO REMAIN
PB	PULL BOX
	UNDERGROUND ELECTRICAL
EX	EXISTING DEVICES TO REMAIN

GENERAL NOTES:

A. COORDINATE CONDUIT AND WIRE INSTALLATION WITH SIDEWALK INSTALLATION, BIO RETENTION AREAS AND EXISTING UTILITIES.

B. EACH POLE IS SPECIFIED WITH A GFI RECEPTACLE, REFER TO LIGHTING FIXTURE SCHEDULE.

SHEET NOTES:

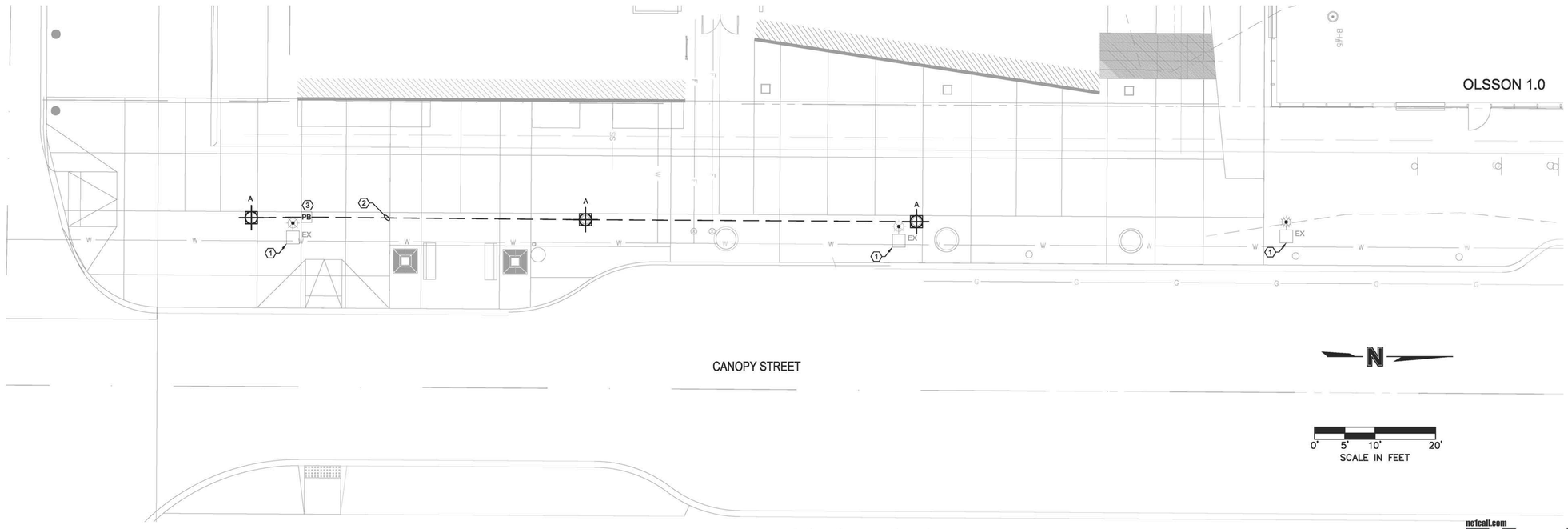
1. EXISTING STREETLIGHT TO REMAIN.
2. PROVIDE (3) SL NO. 6, CG NO. 8 IN 1-1/2" T, ENTIRE CIRCUIT.
3. TIE INTO EXISTING LES SL CIRCUIT AT EXISTING IN GROUND PULLBOX. FIELD VERIFY EXACT LOCATION OF PULLBOX AND VOLTAGE AVAILABLE.

LIGHTING FIXTURE SCHEDULE

ID	DESCRIPTION	MANUFACTURER	CATALOG NO.	LAMPS	LOAD	VOLTAGE	MOUNTING	COMMENTS
A	PEDESTRIAN SCALE LED POST TOP BRONZE FINISH, POLE MOUNTED WR, GFCI RECEPTACLE	SELUX	QD1L-TS-1-L50-40-18-BZ-UNV-DM POLE: S4P-16-BZ-REC	4000K LED	50	208	POST TOP ON 16' STEEL LATTICE POLE	1,2,3,4,5

NOTES:

1. REPLACE RECEPTACLE COVER WITH TAYMAC ML450G IN USE COVER OR ENGINEER APPROVED EQUAL. PAINT RECEPTACLE COVER SURFACE TO MORE CLOSELY MATCH POLE FINISH.
2. CIRCUIT RECEPTACLE SEPARATE FROM THE LIGHT FIXTURE. PROVIDE A 2A, 240VAC/1P MINIATURE CIRCUIT BREAKER IN THE POLE BASE. ROUTE THE RECEPTACLE CIRCUIT VIA THE CIRCUIT BREAKER.
3. CONTACT LES STREET LIGHTING DEPARTMENT PRIOR TO ORDERING POLES TO ALLOW LES THE OPTION TO ADD TO THE POLE AND FIXTURE ORDER FOR YARD STOCK. ADDITIONAL COSTS FOR PRODUCT AND ASSOCIATED SHIPPING AND HANDLING TO BE PAID BY LES.
4. DRIVERS ARE VOLTAGE SENSING. EXACT VOLTAGE TO FIXTURE TO BE FIELD VERIFIED.
5. POLES PROVIDED WITH BASE COVER.



CONSTRUCTION PLAN

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

STREETSCAPE LIGHTING
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS
LINCOLN, NEBRASKA

drawn by:	TDW
checked by:	RAZ
approved by:	RAZ
QA/QC by:	FLE
project no.:	B18-2226
drawing no.:	-
date:	08-19-2019

SHEET
SL101

XX-XX-XX

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects-direct\2018\25501-30000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\MECH\Electrical\StreetscapeIE_NSLGT_0182666.dwg USER: twinter
DATE: Sep 04, 2019 10:19am XREFS: c_pbase_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_82666 c_stopo_22356 c_r4-partial C_Deck 3_22356 C_Deck 2_22356 C_FloorPlan-Level 1_22356-oa L_PHSC_82666 C_Exist Plat_22356 L_PSHSC_82666 C_TLBK_2

DWG: \\oa.ad.oasconsulting.com\fnts-ns1\projects-direct\2018\2501-3000\018-2666\440-Design\AutoCAD\Final Plans\Sheets\MECH\Electrical\Underpass ParkingIE_DSLGT_0182666.dwg USER: ktrapp
DATE: Sep 04, 2019 5:06pm XREFS: C_XBASE_underpass_82666 C_DEM_182666 L_PSHSC_82666 C_PBASE_60172 C_TLBK_22 x 34 underpass_82666 C_XBASE_82666 C_DEC Pipes_82666

ELECTRICAL SYMBOLS

	DUAL ARM MOUNT AREA LIGHT
PB	PULL BOX
	UNDERGROUND ELECTRICAL
	HATCHING INDICATED DEVICES TO BE REMOVED.
A	AMPERE
C	CONDUIT
P	POLE
W	WIRE
WP	WEATHERPROOF
EX	EXISTING DEVICES TO REMAIN
RE	REMOVE EXISTING
RL	RELOCATE EXISTING
ER	NEW LOCATION OF EXISTING RELOCATED

GENERAL NOTES:

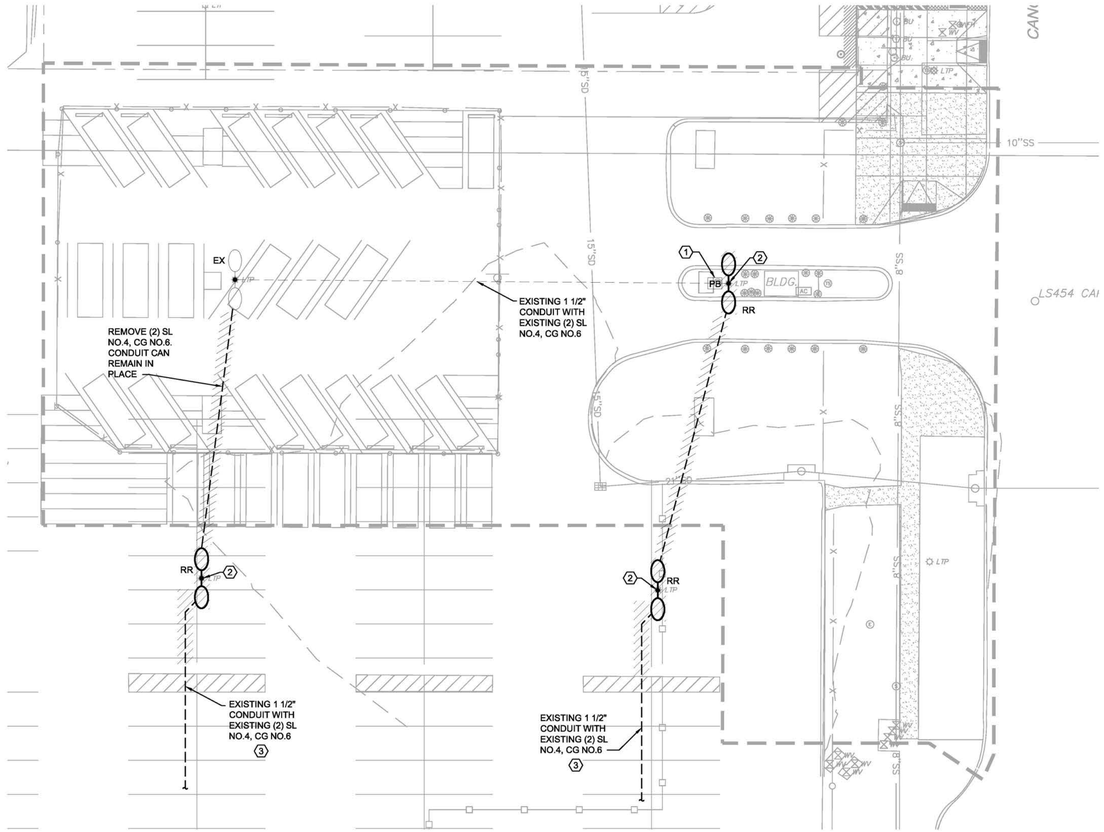
A. ALL HATCHED DEVICES SHALL BE REMOVED.

B. WHERE CIRCUITS WILL NOT BE REUSED, REMOVE CONDUITS TO BEHIND FINISHED SURFACE, ALL WIRING ASSOCIATED WITH DEMOLISHED DEVICES SHALL BE REMOVED BACK TO ITS SOURCE. CONDUITS EMBEDDED IN CONCRETE SHALL BE CUT BACK AS FAR AS POSSIBLE AND PLUGGED WITH EPOXY.

C. ELECTRICAL CONTRACTOR SHALL PROTECT ALL EXISTING ELECTRICAL EQUIPMENT NOT DESIGNATED TO BE REMOVED.

SHEET NOTES:

1. EXISTING STREET LIGHTING PULLBOX TO REMAIN.
2. REMOVE AND RELOCATE EXISTING PARKING LOT POLE LIGHT. REMOVE CONCRETE BASE AND CONDUCTORS BACK TO PULLBOX.
3. EXISTING CONDUIT AND WIRE TO BE RECONNECTED TO NEW POLE LOCATION. SEE SHEET SL201A.



0' 10' 20' 40'
SCALE IN FEET

ne1call.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

SITE LIGHTING DEMOLITION PLAN - ALT
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

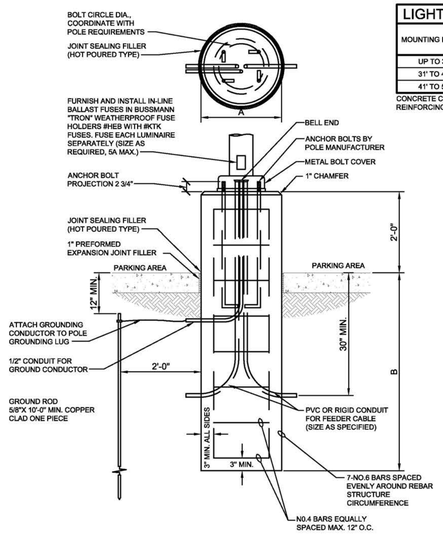
LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2666
drawing no.:	.
date:	08-19-2019

SHEET
SL200A

XX-XX-XX

DWG: \\oa.ad.oaconsulting.com\fnts-ns1\projects-direct\20181802\01-30000\18-2666\40-Design\AutoCAD\Final Plans\Sheets\MECH\Electrical\Underpass Parking\E_NSLGT_0182666.dwg USER: ktrapp
DATE: Sep 04, 2019 5:06pm XREFS: C_DEC Pipes_92666 FloorPlan-FP1_I-80_New - oa C_PBASE_60172 C_PBASE_underpass_92666 C_underpass parking C_XBASE_underpass_92666 C_TLBK_22 x 34 underpass_82666 E_DSLGT_0182666



LIGHTING FOUNDATION DATA				
MOUNTING HEIGHT	A	B	STEEL	CONCRETE
UP TO 30'	2'-0"	5'-0"	70 lb.	0.81 CU. YDS.
31' TO 40'	2'-0"	5'-6"	75 lb.	0.87 CU. YDS.
41' TO 50'	2'-6"	6'-0"	80 lb.	1.45 CU. YDS.

CONCRETE CLASS "47B-3000"
REINFORCING STEEL: GRADE 60

GENERAL NOTES:

A. INSTALL UNDERGROUND CONDUITS 30" DEEP (MINIMUM) UNLESS NOTED OTHERWISE.

B. USE #10 AWG Cu FROM POLE BASE TO LUMINAIRE. CONDUCTORS BETWEEN POLES SHALL BE AS SHOWN.

C. ALL WORK SHALL IN ACCORDANCE WITH THE NEC. CONTRACTOR IS RESPONSIBLE FOR ALL FEES, LICENSES AND PERMITS.

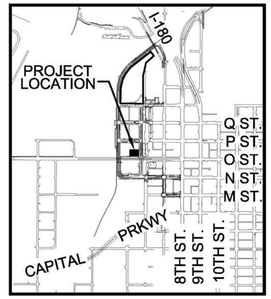
D. ALL BURIED CONDUITS SHALL BE SCHEDULE 40 PVC. PROVIDE LONG SWEEP ELBOWS FOR TURNS. NO CONDUITS SHALL BE EXPOSED.

E. CONDUIT ROUTING ARE INDICATED DIAGRAMMATICALLY. MINOR ADJUSTMENTS SHALL BE MADE IN THE FIELD.

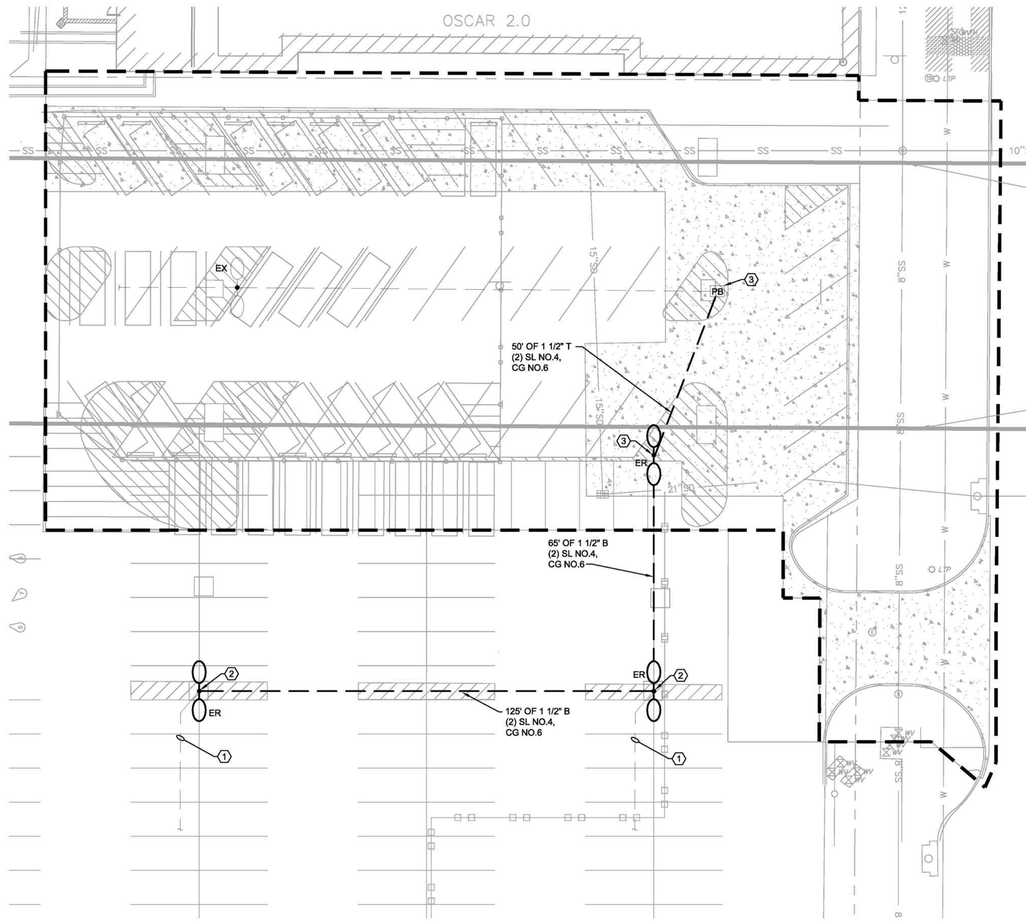
F. INSTALL A DEDICATED EQUIPMENT GROUNDING CONDUCTOR WITH ALL BRANCH CIRCUITS. SIZE IN ACCORDANCE WITH THE NEC.

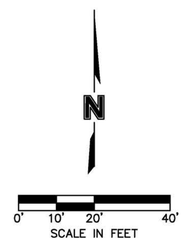
SHEET NOTES:

1. INTERCEPT EXISTING CIRCUIT EXTENDING TO EXISTING PARKING LOT LIGHT POLE TO THE SOUTH AND RECONNECT.
2. NEW LOCATION OF EXISTING RELOCATED PARKING LOT POLE LIGHT. PROVIDE NEW CONCRETE BASE.
3. EXISTING PULL BOX.



LOCATION MAP
NOT TO SCALE





ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

SITE LIGHTING PLAN - ALT BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2666
drawing no.:	-
date:	08-19-2019

SHEET
SL201A

XX-XX-XX

ADDENDUM #1
Issue Date:
10/7/2019
Bid No. 19-245
WHJPA STREETSCAPES & "O" STREET UNDERPASS PARKING LOT IMPROVEMENTS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

QUESTIONS and CLARIFICATIONS

1. All paving to have hot tar joint sealants all sidewalks/pedestrian hardscape to have polyurethane sealants installed in accordance with city specifications.

2. WHJPA shall provide testing in accordance to city specifications. Contractor shall coordinate inspections.

3. An approximately 100' x 50, staging area will be provided within 3 blocks of the project site. Staging area will have rock and access for contractor. Contractor is responsible for fencing or any other items to secure the area. Contractor shall leave the area in the condition they first occupied it in.

4. Both Line Items are to be treated as separate projects when bid. Line Item #1 - Oscar 2.0 Streetscapes will be awarded to lowest qualified bidder. Line Item #2 may be removed from award pending the status of associated development.

5. Q: Plan Sheet C001A, Utility Notes reference coordination with Windstream, Lincoln electric, and black hills energy but I don't see any other notes for this in the plans. What is the extent of our coordination for their installations and are they aware of this work is scheduled to be done this Fall?

   A: This note is referencing location coordination while digging. No work is scheduled to be performed with utilities.

6. Q: Plan Sheet L101, Plan Note "I" calls for rock mulch, what type of rock should be supplied for this project?

   A: Note "H" calls for rock mulch. The only area that was to receive rock much was the south edge of Oscar 2.0. That area is now called out as gray concrete. The rock mulch was to match existing. Please note updated drawings for sidewalk responsibilities between this project and the Oscar project.

7. Q: Plan Sheets L601, it appears the extent of our contracts work on irrigation will be limited to only installing sleeves per plan but note three calls for drip irrigation. Can you please clarify what work will be done by other contracts and what irrigation will be installed by this contract? What exactly is a part of the continuation noted on L601 and what will be our responsibility beyond sleeves if any?

   A: The extent of the irrigation work in this project is sleeving. 'Continuation of sleeve' requires connection to tree pit sleeving to the north, along the ROW, in the Oscar 2.0 Streetscape package.

8. Q: Who will be in charge of survey for the streetscape project?

   A: The awarded contractor will be responsible for the survey needed to complete their work.

9. Please see attached Drawings for Addendum #1. The changes include removing demo requirements in the Northwest Corner of the Oscar lot, reduced pavement demolition and replacement and updated sidewalk details South of Oscar and under Harris Overpass. Please note the dividing line from JPA to Oscar on the sidewalk details.

END OF ADDENDUM NO. 1

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder,
Asst. Purchasing Agent

UTILITY CONTACTS

LINCOLN WASTEWATER – (402)441–7711
LINCOLN ELECTRIC SYSTEM – (402)467–7623
BLACK HILLS ENERGY – (402)437–1715
WINDSTREAM COMMUNICATIONS – (402)436–5691
SPECTRUM – (402)421–0330
LINCOLN WATER SYSTEM – (402)441–7571

LEGEND

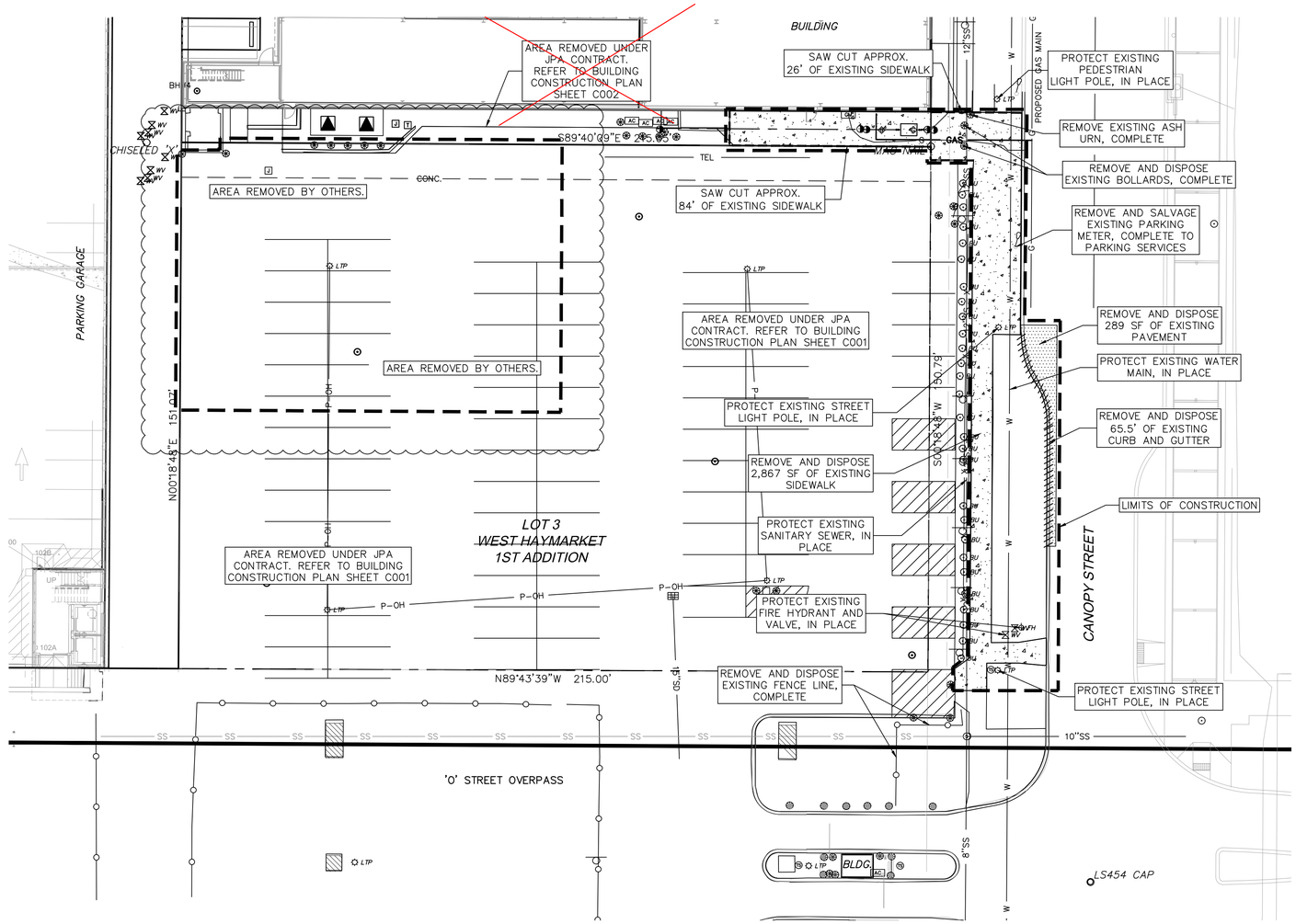
REMOVE AND DISPOSE EXISTING CONCRETE PAVEMENT

REMOVE AND DISPOSE EXISTING CONCRETE SIDEWALK (SIDEWALK NOT TO BE REMOVED UNTIL IMMEDIATELY PRIOR TO INSTALLATION OF PROPOSED SIDEWALK. CONTRACTOR IS RESPONSIBLE FOR SIDEWALK CLOSURE SIGNAGE AND ALL COSTS ARE SUBSIDIARY.)

REMOVE AND DISPOSE EXISTING CURB AND GUTTER

SAW CUT EXISTING SIDEWALK

LIMITS OF CONSTRUCTION



LEGEND

AC	AIR CONDITIONING UNIT
	BOLLARD
BU	BUSH
	CURB INLET
	CONTROL POINT
E	ELECTRIC MANHOLE
FH	FIRE HYDRANT
GM	GAS METER
	GRATE INLET
	GREASE TRAP
J	JUNCTION BOX
LTP	LIGHT POLE
	PARKING METER
RD	ROOF DRAIN
	SOIL BORING
	SANITARY SEWER CLEANOUT
	SIGN
	STEEL POST
S	SANITARY SEWER MANHOLE
T	TELEPHONE RISER
	TRANSFORMER
TS	TRAFFIC SIGNAL MANHOLE
	VENT PIPE
WV	WATER VALVE
1150	CONTOUR LINE
	CENTER LINE
	PROPERTY LINE
	EASEMENT LINE
	CABLE FENCE
X	WIRE FENCE
10"SS	SANITARY SEWER LINE
10"SD	STORM SEWER LINE
10"W	WATER LINE
G	UNDERGROUND GAS MAIN
P-OH	OVERHEAD POWER
P-UG	UNDERGROUND POWER
TEL	UNDERGROUND TELEPHONE LINE
CATV	UNDERGROUND CABLE TELEVISION LINE
FO	UNDERGROUND FIBER OPTIC LINE
T	UNDERGROUND TRAFFIC LINE
ST	STEAM TUNNEL

N

0' 10' 20' 40'
SCALE IN FEET

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

DEMO PLAN
STREETSCAPE IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS
LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	B18-2666
drawing no.:	-
date:	08-19-2019

SHEET
C001

ne1call.com 800-331-5666
Nebraska811
Know what's below. Call before you dig.

XX-XX-XX

DWG: F:\2018\02501-30000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Streetscape\C_DEM_82666.dwg USER: jfasnacht
DATE: Oct 04, 2019 1:33pm XREFS: C_PBASE_82666 C_Oscar 1.0 Pbase_22356 c_stopo_22356 c_r4-partial C_Exist Plat_22356 C_Deck 2_22356 C_Deck 3_22356 C_XBASE_82666 C_DEC Pipes_82666 L_PSHSC_82666 FloorPlan-FP1_1-8_New - oa C_FloorPlan-Level 1_22356-oa C_

GENERAL NOTES

1. CONTRACTOR TO PRESERVE ALL SURVEY CONTROL.
2. PRIOR TO MOVING OFF THE JOB THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND REQUEST A FINAL WALK-THROUGH OF THE CONSTRUCTION SITE.
3. LOCATION AND ELEVATIONS OF IMPROVEMENTS TO BE MET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE DEVELOPER'S ENGINEER, CITY INSPECTOR, OR DEVELOPER'S ENGINEER FIELD REPRESENTATIVE ANY DISCREPANCIES BETWEEN HIS MEASUREMENTS AND THESE PLANS.
4. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITY PIPES AND STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE CONSTITUTES ALL KNOWN FACILITIES. HOWEVER, THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT UNDERGROUND SERVICE ALERT @ 1-800-331-5666 IN ADVANCE OF ANY EXCAVATION FOR THE MARK-OUT OF THE LOCATION OF UTILITIES AND NOTIFICATION OF COMMENCEMENT OF WORK.
5. BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL FIELD VERIFY LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL MAKE EXPLORATION EXCAVATIONS AND LOCATE EXISTING UNDERGROUND UTILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO PERMIT REVISIONS TO PLAN IF REVISIONS ARE NECESSARY BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
6. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
7. THE CONTRACTOR SHALL USE CAUTION AROUND ANY EXISTING UTILITIES OR IMPROVEMENTS LOCATED ON SITE. HE SHALL BE RESPONSIBLE FOR THE REPAIRS OF SUCH STRUCTURES WHEN BROKEN OR OTHERWISE DAMAGED BY THE NEW CONSTRUCTION.
8. ALL SPOIL MATERIAL SHALL BE REMOVED FROM THE STREET ROW, UTILITY EASEMENT, OR ACCESS EASEMENT BY THE CONTRACTOR. SPOIL MATERIAL SHALL BE DEPOSITED WITHIN THE SITE DEVELOPMENT BOUNDARY IN AREAS DESIGNATED BY THE DEVELOPER'S ENGINEER. THE MATERIAL SHALL BE STOCKPILED OR SPREAD AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENT SHALL BE MADE FOR DISPOSAL OF SPOIL MATERIAL; IT SHALL BE CONSIDERED SUBSIDIARY TO THE PRICE BID.
9. A PORTABLE RESTROOM FACILITY WILL BE REQUIRED ON-SITE DURING CONSTRUCTION ACTIVITIES.
10. ANY ON-SITE FUELING WILL COMPLY WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
11. A CONCRETE TRUCK WASHOUT WILL BE LOCATED ON THE SITE.
12. THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EROSION CONTROL MEASURES DAMAGED BY CONSTRUCTION ACTIVITIES.
13. EXISTING UTILITY LINES, EITHER OVERHEAD OR UNDERGROUND, AND PERMANENT STRUCTURE WITHIN THE PROPERTY LINES SHALL BE KEPT FREE OF DAMAGE BY CONTRACTOR'S OPERATIONS. IF SUCH UTILITY OR STRUCTURE IS DAMAGED, IT SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. IF ANY UTILITY LINES OR STRUCTURES ARE DAMAGED DURING OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR FURTHER INSTRUCTIONS.
14. HANDICAP PARKING INDICATOR SIGNS CAN BE WALL-MOUNTED IN FRONT OF ACCESSIBLE STALLS.
15. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING CONSTRUCTION.
16. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT, FACE OF BUILDING, OR BACK OF CURB. FOLLOW WRITTEN DIMENSIONS ALWAY. DO NOT SCALE. DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
17. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL & SAFETY MEASURES.
18. ALL DISABLED PARKING STALLS SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (FEDERAL REGISTER/ VOL. 58 NO. 144/ RULES AND REGULATIONS).
19. CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO COORDINATE CONNECTIONS.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND DUST CONTROL, ANY DAMAGE FROM BLOWING DUST OR EROSION AND RUNOFF FROM THE SITE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
21. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.

NOTE:
ALL DIMENSIONS ARE TO BACK OF CURB, EDGE OF PAVEMENT, OR CENTER OF STRIPING.

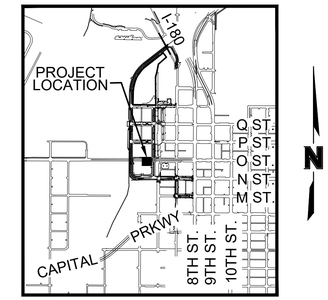
LEGEND

- AIR CONDITIONING UNIT
- BOLLARD
- BUSH
- CURB INLET
- CONTROL POINT
- ELECTRIC MANHOLE
- FIRE HYDRANT
- GAS METER
- GRATE INLET
- GREASE TRAP
- JUNCTION BOX
- LIGHT POLE
- PARKING METER
- ROOF DRAIN
- SOIL BORING
- SANITARY SEWER CLEANOUT
- SIGN
- STEEL POST
- SANITARY SEWER MANHOLE
- TELEPHONE RISER
- TRANSFORMER
- TRAFFIC SIGNAL MANHOLE
- VENT PIPE
- WATER VALVE
- 1150 — CONTOUR LINE
- CENTER LINE
- PROPERTY LINE
- EASEMENT LINE
- CABLE FENCE
- X — X — WIRE FENCE
- 10"SS — SANITARY SEWER LINE
- 10"SD — STORM SEWER LINE
- 10"W — WATER LINE
- G — UNDERGROUND GAS MAIN
- P—OH — OVERHEAD POWER
- P—UG — UNDERGROUND POWER
- TEL — UNDERGROUND TELEPHONE LINE
- CATV — UNDERGROUND CABLE TELEVISION LINE
- FO — UNDERGROUND FIBER OPTIC LINE
- T — UNDERGROUND TRAFFIC LINE
- ST — STEAM TUNNEL

SITE INFORMATION
LEGAL DESCRIPTION: WEST HAYMARKET ADDITION, OUTLOT E
ZONING: B-4
TOTAL DISTURBED AREA IS APPROX. 0.72 ACRES

LEGEND

- (A) 4" YELLOW PAVEMENT MARKING (TYP.)
- (B) 4" YELLOW PAVEMENT MARKING, 2.0' O.C. @ 45° (TYP.)
- (C) CONSTRUCT 24" CURB AND GUTTER (TYP.)
- (D) EXISTING BRIDGE COLUMN TO REMAIN, IN PLACE
- (E) ROLL CURB, REFER TO DETAIL ON SHEET C501A

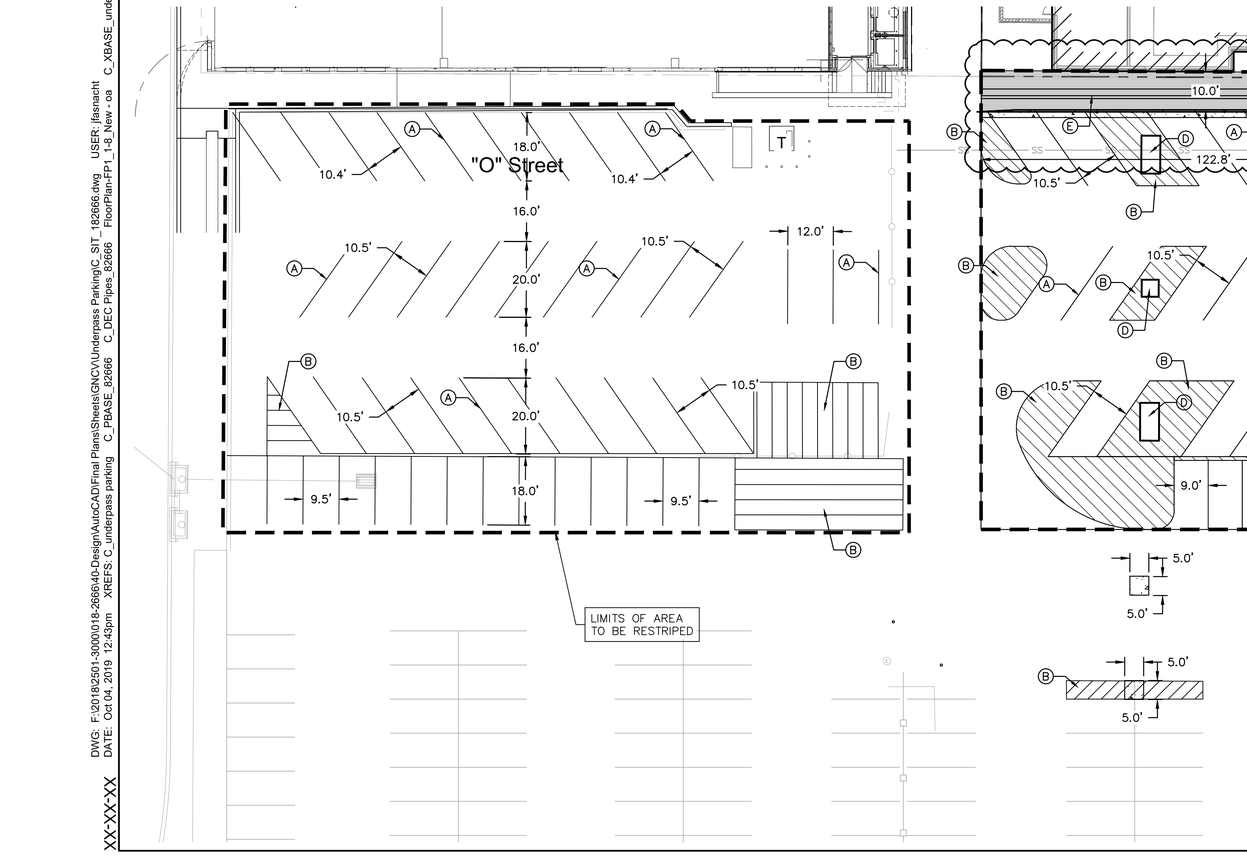


LOCATION MAP
NOT TO SCALE

PAVING LEGEND

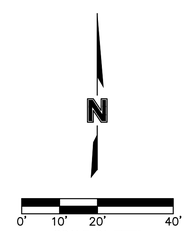
PROPOSED 8" THICK CONCRETE PAVEMENT

PROPOSED STREETSCAPE (REFER TO HARDSCAPE PLANS)



UTILITY CONTACTS

LINCOLN WASTE WATER - (402)441-7711
LINCOLN ELECTRIC SYSTEM - (402)467-7623
BLACK HILLS ENERGY - (402)437-1715
WINDSTREAM COMMUNICATIONS - (402)436-5691
SPECTRUM - (402)421-0330
LINCOLN WATER SYSTEM - (402)441-7571



ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

SITE PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2666
drawing no.:	-
date:	08-19-2019

SHEET
C100A

XX-XX-XX

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_SIT_182666.dwg USER: jfasnacht
DATE: Oct 04, 2019 12:43pm XREFS: C_underpass parking C_PBASE_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_underpass_82666
C_PBASE_underpass_82666 c_r4-partial C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 L_PBASE_O-St_82666 C_PBASE_underpass_82666 C_PBASE_82666

DWG: F:\2018\2501-3000\018-266\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_GRD_182666.dwg USER: jfasnacht
DATE: Oct 04, 2019 12:56pm XREFS: C_underpass parking c_pbase_82666 C_DEC Pipes_82666 FloorPlan-FP1_1-8_New - oa C_XBASE_82666
c_f4-partial 82666 C_Deck 3_22356 C_Exist Plat_22356 c_stopo_22356 C_PBASE_60172 C_PCONT_underpass_82666 C_XBASE_underpass_82666

CONTROL POINTS

PNT.	NORTHING	EASTING	ELEV.	DESC.
7	205816.19	157439.72	1152.80	CHISELED 'X'
8	206126.16	157441.51	1153.04	CHISELED 'X'
11	204989.35	157389.37	1152.70	CHISELED 'X'
12	205021.70	156997.22	1152.84	CHISELED 'X'
13	205208.60	157423.74	1152.36	CHISELED 'X'
14	205396.78	157136.68	.	CHISELED 'X'

BENCHMARKS

1. CHISELED 'X' E. OF HYDRANT, SW. CORNER OF 'Q' STREET AND CANOPY STREET.
CONTROL POINT #8
ELEV.=1153.04 (N.A.V.D. 1988)

2. CHISELED 'X' ON TOP OF CURB, E. OF HYDRANT, NW. CORNER OF 'P' STREET AND CANOPY STREET.
CONTROL POINT #7
ELEV.=1152.80 (N.A.V.D. 1988)

3. CHISELED 'X' ON TOP OF CURB, S. SIDE OF INLET, N. END OF PARKING MAGAZINE, W. SIDE OF CANOPY STREET, ACROSS FROM CANOPY STREET MARKET.
CONTROL POINT #13
ELEV.=1152.36 (N.A.V.D. 1988)

4. CHISELED 'X' ON TOP OF CURB, W. SIDE OF INLET, NW. CORNER OF 'N' STREET AND CANOPY STREET.
CONTROL POINT #11
ELEV.=1152.70 (N.A.V.D. 1988)

5. CHISELED 'X' ON TOP OF CURB, E. SIDE OF INLET, 2ND INLET W. OF CANOPY STREET, N. SIDE OF 'N' STREET.
CONTROL POINT #12
ELEV.=1152.84 (N.A.V.D. 1988)

GRADING NOTES

1. ALL APPLICABLE CHAPTERS AND SECTIONS FROM THE CITY OF LINCOLN STANDARD SPECIFICATIONS FOR MUNICIPAL CONSTRUCTION SHALL APPLY.
2. THE PROPOSED CONTOURS REPRESENT TOP OF SLAB, TOP OF CURB, OR TOP OF SIDEWALK IN PAVEMENT, IN ALL OTHER AREAS, THEY REPRESENT THE FINISHED GROUND SURFACE. THE CONTRACTOR SHALL LEAVE THE SITE AT SUBGRADE ELEVATIONS IN PARKING LOT AND BUILDING AREAS.
3. THE EXISTING AND PROPOSED FINISHED GROUND SURFACES ARE AVAILABLE ELECTRONICALLY FOR CONTRACTOR VERIFICATION VIA E-MAIL (IN AUTOCAD 2007 FORMAT). THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE EXISTING GROUND SURFACE ELEVATIONS.
4. ALL LINES SHOWN REPRESENTING PAVEMENT ARE TO BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
5. CONTRACTOR WILL BE HELD RESPONSIBLE FOR SETTLEMENT DUE TO IMPROPER COMPACTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY GRADING WILL TAKE PLACE BEYOND THE PROPERTY LINE.
8. ALL HERBACEOUS VEGETATION SHALL BE REMOVED FROM WITHIN THE LIMITS OF GRADING PRIOR TO PLACEMENT OF FILL MATERIAL AND REDISTRIBUTED WITH THE TOPSOIL. A STRIPPING DEPTH OF 6" TO 10" IS ANTICIPATED ON THIS SITE.
9. TOPSOIL SALVAGED AS PART OF THE EXCAVATION SHALL BE PLACED TO A MINIMUM DEPTH OF 6 INCHES OVER ALL AREAS DISTURBED BY THE WORK. LARGE STONES, STICKS AND LUMPS SHALL BE REMOVED OR BROKEN UP, AND THE TOPSOIL SHALL BE LEVELED AND RAKED TO MATCH ADJACENT GRADES, READY FOR SEEDING. ANY ROCK OR SAND FROM PAVING ACTIVITIES SHALL BE REMOVED PRIOR TO PLACEMENT OF TOPSOIL. ALL EXCESS SOILS, NOT RE-SPREAD WITHIN THE PROJECT LIMITS, SHALL BE REMOVED BY THE CONTRACTOR.
10. IF THERE ARE TREES ON THIS SITE THAT DO NOT SHOW UP ON THE PLANS, THE CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE OR ENGINEER FOR REMOVAL OR RELOCATION, IF REQUIRED.
11. THE CONTRACTOR SHALL FINISH GRADE SLOPES AS SHOWN NO STEEPER THAN ONE FOOT VERTICAL IN 3 FEET HORIZONTAL.
12. CONTRACTOR SHALL GRADE ALL LOW SPOTS TO DRAIN.
13. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND THE ENGINEER METHODS TO VERIFY POSITIVE DRAINAGE OFF THE BUILDING PADS.
14. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING FOR ALL NATURAL AND PAVED AREAS.
15. CONTRACTOR SHALL GRADE TO CONTOURS SHOWN IN GREENSPACES.
16. AT THE COMPLETION OF GRADING, THE CONTRACTOR SHALL REMOVE ANY EXCESS EXCAVATION FROM THE SITE.
17. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS PRIOR TO COMMENCING CONSTRUCTION.
18. CONTRACTOR IS RESPONSIBLE FOR ALL TRAFFIC CONTROL AND SAFETY MEASURES, IF NECESSARY.
19. ANY GEOTECHNICAL/TESTING REPORTS SOLICITED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER.
20. ONCE STRIPPING AND REMOVAL OPERATIONS ARE COMPLETE, THE CONTRACTOR SHALL PROOFROLL THE AREAS TO RECEIVE STRUCTURAL FILL AS PER THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL INFORM THE GEOTECHNICAL ENGINEER PRIOR TO BEGINNING OF PROOFROLLING. THE GEOTECHNICAL ENGINEER SHALL WITNESS ALL PROOFROLLING.
21. FULL TIME OBSERVATION AND TESTING BY A QUALIFIED TESTING LAB OR PROFESSIONAL GEOTECHNICAL ENGINEER SHALL OCCUR TO MONITOR SITE STRIPPING, REMOVAL OF EXISTING FILL/BACKFILL IN THE BUILDING AREA (UNSUITABLE MATERIALS) AND PROOFROLLING AND FILL PLACEMENT.

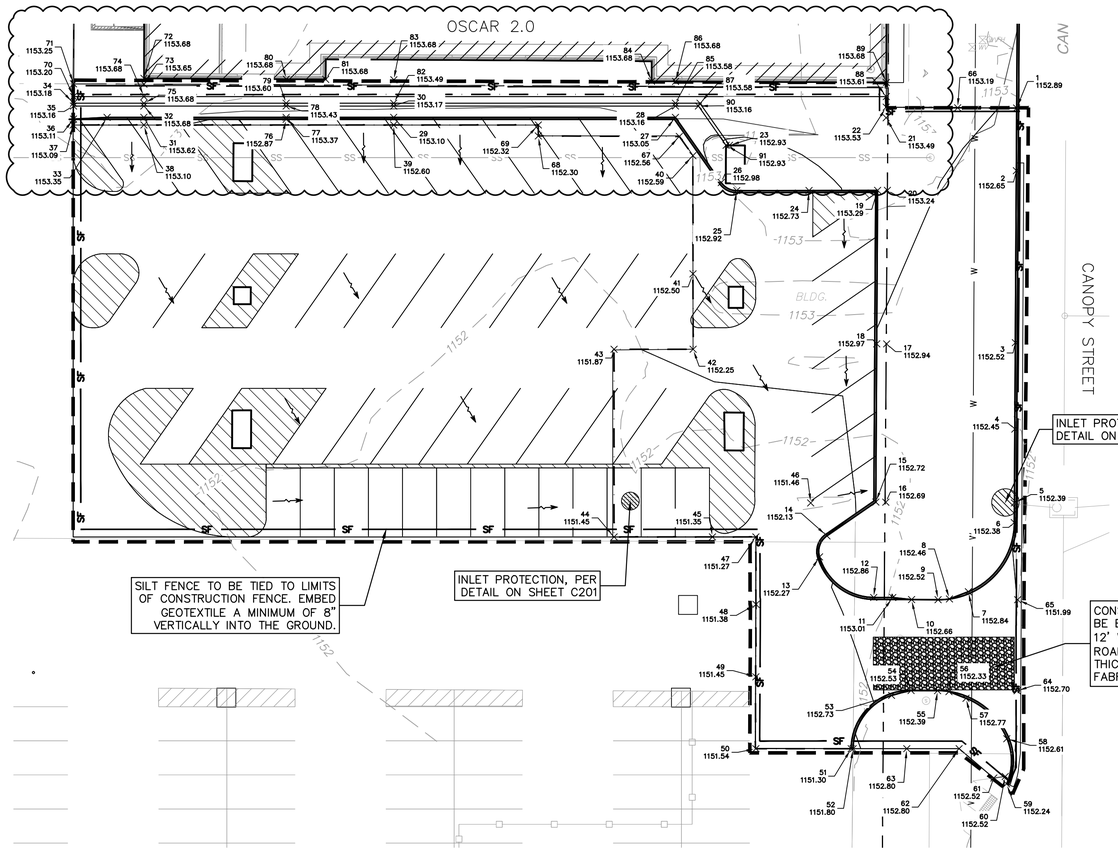
SITE INFORMATION

TOTAL AREA	0.68 Ac.
TOTAL DISTURBED AREA	0.76 Ac.

NPDES PERMIT IS NOT REQUIRED

UTILITY CONTACTS

LINCOLN WASTE WATER – (402)441-7711
LINCOLN ELECTRIC SYSTEM – (402)467-7623
BLACK HILLS ENERGY – (402)437-1715
WINDSTREAM COMMUNICATIONS – (402)436-5691
SPECTRUM – (402)421-0330
LINCOLN WATER SYSTEM – (402)441-7571



N

0' 10' 20' 40'
SCALE IN FEET

LEGEND

- PROPOSED BACK OF CURB
- PROPERTY LINE
- LIMITS OF CONSTRUCTION
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- DIRECTION OF FLOW
- SILT FENCE
- CONSTRUCTION ENTRANCE
- INLET PROTECTION

POINT TABLE LEGEND

TS = TOP OF SLAB
TC = TOP OF CURB
ME = MATCH EXISTING
EOR = END OF RETURN
R = RADIUS

POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
1	205413.6450	157437.1379	1152.893	TC/ME
2	205397.1332	157437.0425	1152.652	TC
3	205351.7091	157436.7777	1152.518	TC
4	205328.9118	157436.6448	1152.450	TC
5	205309.4320	157436.5358	1152.392	TC
6	205304.2651	157436.5068	1152.377	TC/EOR/R20'
7	205286.0042	157424.4007	1152.841	TC/EOR/R20'
8	205284.0842	157419.3896	1152.461	TS
9	205283.8809	157416.3888	1152.521	TS
10	205283.9213	157409.3909	1152.661	TS
11	205284.4500	157404.4189	1153.011	TC
12	205284.4791	157399.3915	1152.860	TC/EOR/R15'
13	205295.1883	157385.1048	1152.270	TC/EOR/R15'/R5'
14	205300.7307	157387.0517	1152.130	TC/EOR/R5'
15	205309.6505	157399.9484	1152.718	TC
16	205309.6279	157402.6055	1152.692	TS
17	205351.4048	157402.8141	1152.937	TS
18	205351.4278	157400.1896	1152.969	TC
19	205391.9166	157400.4233	1153.289	TC
20	205391.9043	157403.0118	1153.241	TS
21	205411.0940	157402.6803	1153.487	TS/ME
22	205413.8743	157402.6988	1153.534	TS/ME
23	205403.8132	157361.3496	1152.934	TS
24	205391.8762	157382.3238	1152.733	TC
25	205391.8476	157363.2486	1152.924	TC/EOR/R5'
26	205393.9737	157359.1502	1152.980	TC/EOR/R5'
27	205411.1813	157347.0638	1153.050	TC
28	205414.1827	157347.0674	1153.161	TS
29	205411.1813	157272.6898	1153.100	TC
30	205414.1951	157272.7035	1153.168	TS
31	205411.1813	157206.7484	1153.620	TC
32	205414.1817	157206.7480	1153.680	TS
33	205411.1813	157197.0541	1153.350	TC
34	205414.9313	157188.1681	1153.175	TS/ME
35	205414.1802	157188.1693	1153.164	TS/ME
36	205410.7365	157188.1681	1153.112	TS/ME
37	205409.1813	157188.0693	1153.085	TS/ME
38	205409.1813	157206.7620	1153.100	TS/ME
39	205409.1813	157272.6958	1152.600	TS/ME
40	205401.0996	157351.6716	1152.586	TS/ME
41	205369.8798	157351.6972	1152.502	TS/ME
42	205350.0039	157351.7301	1152.255	TS/ME
43	205350.0038	157330.8726	1151.872	TS/ME
44	205300.4524	157330.8728	1151.453	TS/ME
45	205300.4530	157356.8254	1151.354	TS/ME

POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	FULL DESCRIPTION
46	205309.4147	157382.7778	1151.461	TS/ME
47	205300.4547	157368.2973	1151.272	TS/ME
48	205282.6506	157368.3344	1151.375	TS/ME
49	205263.5417	157368.3025	1151.453	TS/ME
50	205244.5800	157368.3025	1151.538	TS/ME
51	205244.5823	157393.4560	1151.302	TS/ME
52	205244.5724	157393.9609	1151.802	TC/EOR/R15'/ME
53	205258.6180	157404.1120	1152.726	TC/EOR/R15'
54	205259.9217	157409.2523	1152.526	TS
55	205259.8813	157416.2498	1152.386	TS
56	205259.6433	157419.2485	1152.326	TS
57	205257.8692	157423.7609	1152.770	TC/EOR/R20'
58	205247.2040	157434.5382	1152.608	TC/EOR/R20'/R15'
59	205235.3115	157434.4696	1152.237	TC/EOR/R15'/ME
60	205237.2362	157434.1270	1152.521	TS/ME
61	205236.8224	157431.0877	1152.517	TS/ME
62	205244.5800	157421.9446	1152.799	TS/ME
63	205244.5800	157408.1159	1152.801	TS/ME
64	205259.8626	157437.2500	1152.704	TS/ME
65	205283.8914	157437.3888	1151.992	TS/ME
66	205413.7324	157421.5521	1153.194	TS/ME
67	205406.1424	157348.1117	1152.564	TS/ME
68	205406.2961	157310.8611	1152.295	TS/ME
69	205409.1813	157310.8611	1152.316	TS/ME
70	205416.6813	157188.1681	1153.202	TS/ME
71	205420.0429	157188.1681	1153.253	TS/ME
72	205421.4808	157206.7768	1153.680	BLDG/ME
73	205419.9601	157206.7768	1153.650	TS/ME
74	205416.6813	157206.7768	1153.680	TS
75	205414.9313	157206.7768	1153.680	TS
76	205410.6813	157244.3094	1152.869	TS
77	205411.1813	157244.3072	1153.370	TC
78	205414.1813	157244.3072	1153.430	TS
79	205414.9313	157244.3066	1153.600	TS
80	205421.2701	157244.3436	1153.680	BLDG
81	205421.2118	157254.7444	1153.680	BLDG
82	205414.9313	157272.6898	1153.490	TS
83	205421.1109	157272.7259	1153.680	TS
84	205420.7293	157340.7743	1153.680	BLDG
85	205414.9313	157347.0765	1153.580	TS
86	205420.6938	157347.1102	1153.680	BLDG
87	205414.9057	157353.5514	1153.578	TS
88	205416.6813	157402.7175	1153.606	TS/ME
89	205420.3818	157402.7421	1153.680	BLDG/ME

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311 www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

E.O.# T.C# 2019

GRADING PLAN -ALTERNATE BNSF PARKING IMPROVEMENTS

WEST HAYMARKET JPA PUBLIC IMPROVEMENTS

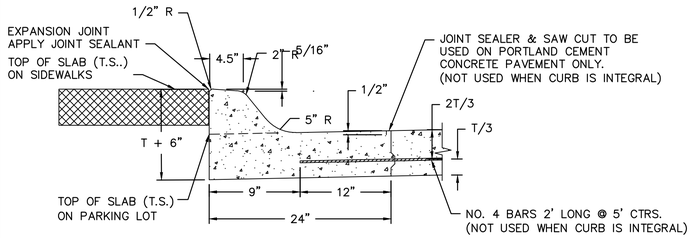
LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2666
drawing no.:	
date:	08-19-2019

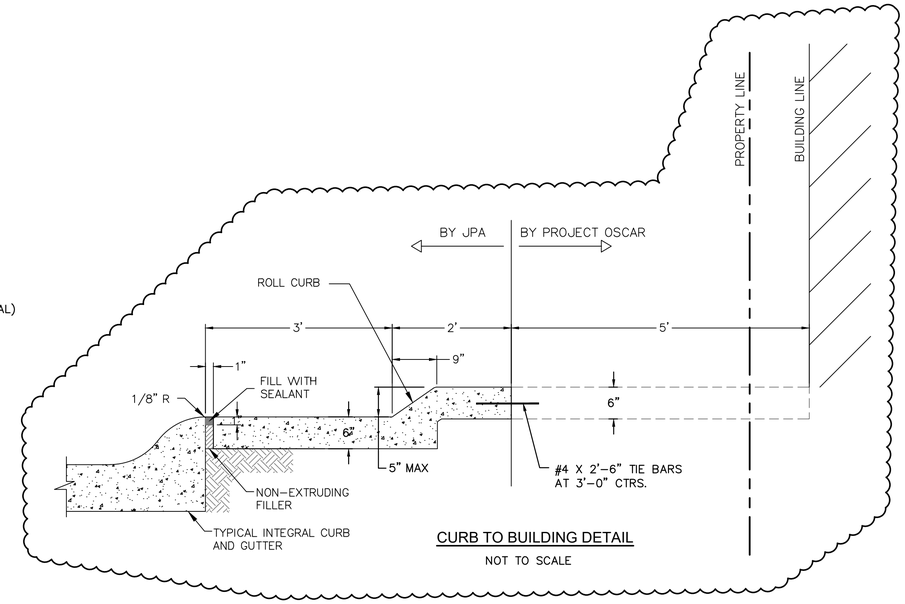
ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

SHEET C200A

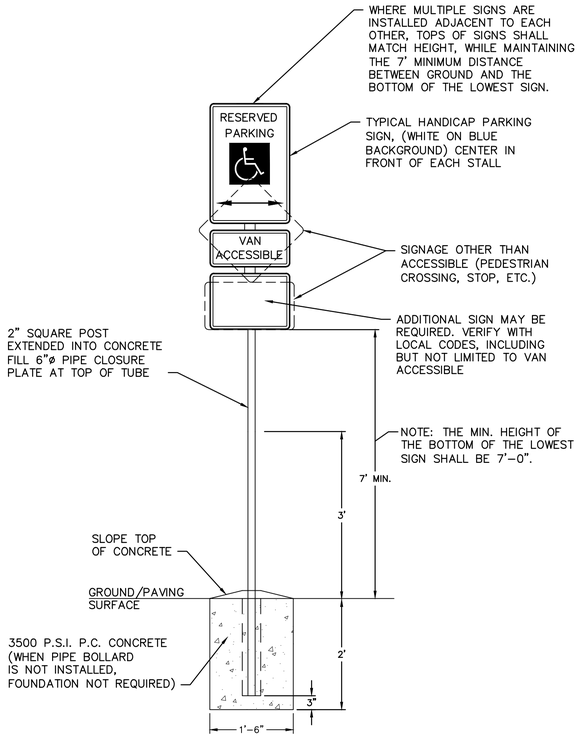
XX-XX-XX



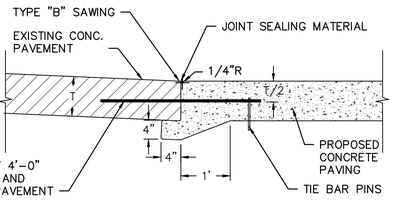
STANDARD 24" CURB & GUTTER DETAIL
NOT TO SCALE



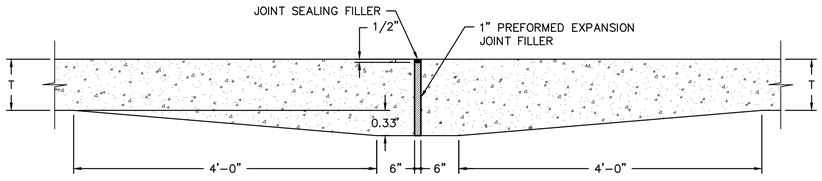
CURB TO BUILDING DETAIL
NOT TO SCALE



HANDICAP SIGN DETAIL
NOT TO SCALE

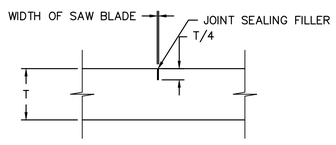


PROPOSED AND EXISTING PAVEMENT DETAIL FOR UNDER PINNING
NOT TO SCALE

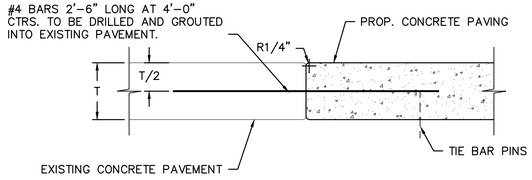


EXPANSION JOINT
NOT TO SCALE

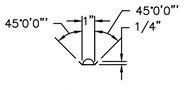
TO BE USED AT THE END OF RETURN ON THE NON-THROUGH LEG OF A T-INTERSECTION AND AS PER ENGINEER AT THE END OF CURVES.



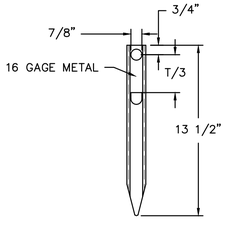
NOTES:
1. CONTRACTION JOINTS SHALL BE SAWED.
2. CONTRACTION JOINTS SHALL BE PLACED AT NO MORE THAN 15' INTERVALS.



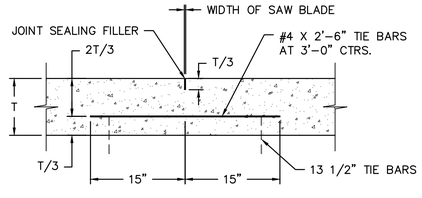
PROPOSED TO EXISTING PAVEMENT
NOT TO SCALE



TOP VIEW

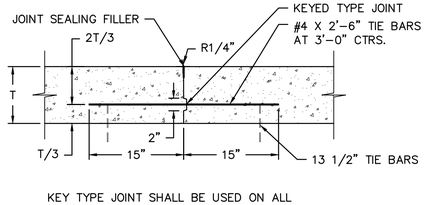


TIE BAR PIN DETAIL
NOT TO SCALE



WHEN TWO ADJACENT LANES ARE POURED AT THE SAME TIME, THE LONGITUDINAL JOINT COMMON TO THE TWO LANES SHALL BE SAWED.

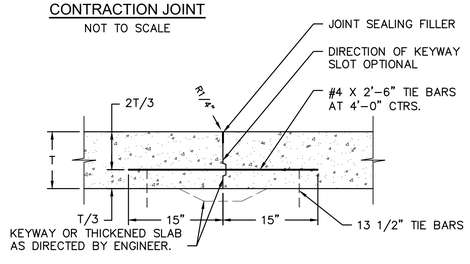
SAWED
NOT TO SCALE



KEY TYPE JOINT SHALL BE USED ON ALL LONGITUDINAL CONSTRUCTION JOINTS WHEN THE ADJACENT LANE IS NOT POURED AT THE SAME TIME.

KEY TYPE
NOT TO SCALE

CONTRACTION JOINT
NOT TO SCALE



TRANSVERSE CONSTRUCTION JOINT
NOT TO SCALE

NOTES
1. THE CONTRACTOR MAY SUBSTITUTE OTHER DESIGNS FOR EXPANSION AND CONTRACTION JOINT SUPPORTS IN LIEU OF THE TYPE SHOWN WITH PRIOR WRITTEN APPROVAL BY THE ENGINEER.
2. ALL JOINTS SHALL BE SEALED WITH JOINT SEALING FILLER (HOT POURED TYPE) AS PER STANDARD SPECIFICATIONS.
3. THE BARS SHALL BE DEFORMED BARS.
4. ALL BARS SHALL SATISFY THE BEND TEST REQUIREMENTS FOR STRUCTURAL GRADE BILLET STEEL IN ACCORDANCE WITH SPECIFICATIONS.
5. THE CONTRACTOR MAY USE A MACHINE FOR PLACING THE LONGITUDINAL TIE BARS IN LIEU OF THE TIE BAR PINS. IF A MECHANICAL TIE BAR REPLACEMENT MACHINE IS NOT USED, TIE BAR PINS AS SHOWN WILL BE USED.

CONCRETE PAVEMENT JOINT DETAILS
NOT TO SCALE

olsson
601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508
TEL 402.474.6311
www.olsson.com

XX-XX-XX

FOR BIDDING PURPOSES ONLY

REV. NO.	DATE	REVISIONS DESCRIPTION
		REVISIONS

E.O.#

T.C.#

2019

DETAIL PLAN - ALTERNATE
BNSF PARKING IMPROVEMENTS

WEST HAYMARKET
JPA PUBLIC IMPROVEMENTS

LINCOLN, NEBRASKA

drawn by:	JEF
checked by:	NKB
approved by:	NKB
QA/QC by:	NKB
project no.:	C18-2666
drawing no.:	
date:	08-19-2019

SHEET
C501A

XX-XX-XX

ne1call.com 800-331-5666
Nebraska 811
Know what's below. Call before you dig.

DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\C_DTL_182666.dwg USER: jfasnacht
DATE: Oct 04, 2019 12:35pm XREFS: C_TLBK_22 x 34 underpass_82666

XX-XX-XX

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

1. INDEMNIFICATION

A. **Indemnification of JPA**

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

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

B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against JPA, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

(1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to JPA and related to the Contract; and

(2) Any claims wholly caused by the JPA's sole negligence and excluding claims to the extent such claims are caused by the willful misconduct or gross negligence of the JPA.

D. In the event of any litigation of any such claims shall be commenced against JPA, Contractor shall defend the same at Contractor's sole expense upon notice thereof from JPA. Contractor shall notify the insuring company that JPA reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of JPA without the express written consent of the JPA.

2. INSURANCE GENERAL PROVISIONS

A. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to protect Contractor and JPA, its officers, agents, employees, volunteers and consultants from and against all liabilities and hazards as provided in these insurance requirements throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under Section 2. below and such insurance has been approved by the City Attorney for JPA, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

B. **Occurrence Basis Coverage.** All insurance shall be provided on an occurrence basis and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

C. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.

D. **Certificates Showing Coverage**. Prior to commencing the Work, Contractor must furnish to JPA adequate written documentation including certificate(s) of insurance, which have the original signature of the authorized representative, declaration pages or other acceptable policy information evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify JPA in writing at least 30 days prior to any cancellation, except that only ten (10) days prior notice is required for cancellation due to nonpayment of premium. Upon request from JPA, a certified duplicate original of any required policy must be furnished. Certificate(s) should be sent to the following address:

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

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

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

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

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

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

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

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

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

3. INSURANCE REQUIREMENTS

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

(1) Claims under workers' compensation, disability benefit, or other employee benefit acts;

(2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;

(3) Claims customarily covered under personal injury liability coverage;

(4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;

(5) Claims arising out of ownership, maintenance or use of any motor vehicle;

(6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

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

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

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

C. **Commercial General Liability Insurance.**

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

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

(2) The required Commercial General Liability Insurance shall also include coverage for the following:

- Bodily injury and property damage.
- Fire legal liability
- Coverage for all premises and operations.
- Personal and advertising injury.
- Operations by independent contractors.
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted.
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Liability coverage which shall include contractually assumed defense costs in addition to any policy limits.
- Contractual liability coverage.

(3) This policy shall also include the following endorsements which shall be indicated on the Certificate of Insurance.

- The definition of insured contract shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property.
- Endorsement to provide the general aggregate per project endorsement.
- Endorsement to provide waiver of subrogation in favor of and acceptable to JPA.
- Endorsement to provide that the policy shall be primary and non-contributory with respect to any insurance carried by the JPA.
- Separation of insureds.
- Additional insured endorsement in favor of and acceptable to the JPA.

(4) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer). The definition of insured contract shall be amended to remove any exclusion or other limitation for any work done within fifty (50) feet of railroad property.

D. **Vehicle liability insurance coverage.**

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

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

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

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

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

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

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

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

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

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

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

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.

B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against JPA.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

A. The Contractor shall promptly notify JPA in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to JPA shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.

B. In the event JPA receives a claim or otherwise has actual knowledge of any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, JPA shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however JPA shall have no duty to inspect the project to obtain such knowledge, and provided further that JPA's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until JPA completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of JPA, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be $5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for JPA's related costs and expenses (as owner) including labor required as a result of such loss.

C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.

D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by JPA.

INSTRUCTIONS TO BIDDERS
WEST HAYMARKET JOINT PUBLIC AGENCY
E-Bid

1. BIDDING PROCEDURE

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

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

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

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

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

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

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

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

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

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

2. BID SECURITY

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

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

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

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

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

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

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

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

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

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

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

2.5.3 All bids have been rejected.

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

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

3. BIDDER'S REPRESENTATION

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

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

4. CLARIFICATION OF BIDDING DOCUMENTS

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

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

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

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

5. ADDENDA

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

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

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

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

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

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

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

9. DEMONSTRATIONS/SAMPLES

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

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

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

10. DELIVERY (Non-Construction)

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

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

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

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

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

12. ACCEPTANCE OF MATERIAL

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

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

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

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

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

13. BID EVALUATION AND AWARD

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

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

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

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

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

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

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

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

14. INDEMNIFICATION

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

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

15. TERMS OF PAYMENT

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

16. LAWS

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

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. LIVING WAGE

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

20. INSURANCE

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

21. EXECUTION OF AGREEMENT

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

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

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

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

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

22. TAXES AND TAX EXEMPTION CERTIFICATE

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

23. AUDIT ADVISORY BOARD

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

24. E-VERIFY

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

Advertise 1 time
Wednesday, September 18, 2019

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, October 9, 2019** for providing the following:

Oscar 2.0 – WHJPA Streetscapes and "O" Street Underpass Parking Lot, West Haymarket JPA Bid No. 19-245

A Pre-Bid meeting will be held Wednesday, September 25, 2019 at 1:30 pm located at the project site of "O" Street Underpass (under the Harris Overpass and Oscar 2.0 ROW area along Canopy Street of the West Haymarket) Lincoln, NE. All interested bidders are encouraged to attend.

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

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.