

**AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, APRIL 25, 2024 AT 1:00 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 special meeting held April 4, 2024.
 - (Staff recommendation: Approval of the minutes as presented)
4. Approval of the Payment Register for December 2023 through March 2024 and review of the Expenditure Report as of March 31, 2024. (Lyn Heaton)
 - Public Comment
 - (Staff recommendation: Approval of the Payment Register. No action is required on the Expenditure Report).
5. Bill No. WH 24-20
Resolution to accept the financial audit and management letter and report from Forvis, LLP for the period ending August 31, 2023.
 - Public Comment
 - (Staff recommendation: Approval)
6. Bill No. WH 24-21
Resolution to approve a Unit Price Contract with American Fence Company to repair damaged decorative fencing at the north end of the Lincoln pedestrian bridge for an amount not to exceed \$3,931.44, to be paid out of the endowment fund.
 - Public Comment
 - (Staff recommendation: Approval)
7. Bill No. WH 24-22
Resolution to approve an Agreement for Engineering Services between the West Haymarket JPA and Olsson, Inc. for semi-annual inspections in accordance with the West Haymarket Redevelopment Site North and South O & M Plans and limited on-call soil sampling, for an amount not to exceed \$13,000.00.
 - Public Comment
 - (Staff recommendation: Approval)
8. Bill No. WH 24-23
Resolution to approve an Agreement between the West Haymarket JPA and Fives Nines Technology Group for network hardware replacements for the Pinnacle Bank Arena for an amount not to exceed \$32,602.61.
 - Public Comment
 - (Staff recommendation: Approval)

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9. Bill No. WH 24-24
Resolution to approve Amendment No. 1 to the Real Property Agreement for transfers in West Haymarket 4th Addition with the City of Lincoln.
 - Public Comment
 - (Staff recommendation: Approval)

10. Bill No. WH 24-25
Resolution to approve a Contract between the West Haymarket JPA and Vasa Construction for the West Haymarket Streetscape Expansion, for a total amount not to exceed \$219,725.00, pursuant to Bid No. 24-084.
 - Public Comment
 - (Staff recommendation: Approval)

11. Bill No. WH 24-26
Resolution to approve a Contract between the West Haymarket JPA and Western Specialty Contractors for repairs to the Pinnacle Bank Arena ramp, elevated plaza, and pedestrian bridge, for a total amount not to exceed \$189,454.44, pursuant to Bid No. 24-085.
 - Public Comment
 - (Staff recommendation: Approval)

12. Bill No. WH 24-27
Resolution to approve an Agreement for Engineering Services between the West Haymarket JPA and Olsson, Inc. for field inspections and structural conditions analysis of the Lincoln pedestrian bridge, for an amount not to exceed \$45,000.00.
 - Public Comment
 - (Staff recommendation: Approval)

13. Next Meeting Date: The next meeting date will be Thursday, August 29, 2024 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

14. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Special Board Meeting
April 4, 2024

Meeting Began At: 3:02 P.M.

Meeting Ended At: 3:23 P.M.

Members Present: Leirion Gaylor Baird and Tim Clare were present in Council Chambers, Tom Beckius appeared by videoconference.

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

Gaylor Baird advised that this is a public meeting subject to the open meetings act posted at the back of the room.

Item 2 - Public Comment and Time Limit Notification.

Gaylor Baird advised members of the public are given 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 January 25, 2024.

Clare moved approval of the minutes. Gaylor Baird seconded the motion. Motion carried 3-0.

Item 4 – Bill No. WH 24-18 Resolution to approve a Contract between the West Haymarket JPA and Douglas Food Stores, Inc. dba Douglas Equipment for a kitchen combo oven and steamer, for the Pinnacle Bank Arena, for a total amount not to exceed \$47,687.38, pursuant to Bid No. 24-043.

Chris Connolly, City Law Department, stated this item is replacing equipment that is ten years old and has aged out. Douglas Food Stores was the lowest bid and Tim Savona, General Manager of Pinnacle Bank Area, is here to answer any questions.

Jane Kinsey, Watchdogs of Lincoln Government, stated this is an out of state company from West Virginia and asked how many bids were made on this item. Connolly explained he is not sure how many bids were received, but stated this was the lowest bid. Kinsey commented that in the past it has not always been the lowest bid that was taken. Connolly stated that he is unaware of a time when the lowest bid was not accepted unless it was for a specific reason. Kinsey asked if this was something new and Connolly stated it was a replacement. Kinsey asked what this machine will do. Connolly stated it is kitchen equipment in general that includes an oven.

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

Item 5 – Bill No. WH 24-19 Resolution to approve an Agreement Between West Haymarket Joint Public Agency and Lincoln Youth Complex for Additional Contribution to Ballfields Project to grant additional funds to the Lincoln Youth Complex to construct the Lincoln Youth Complex Sports Fields in an amount not to exceed \$4,500,000.00.

Connolly explained that back in 2006, there were some very bright and capable people in this

town that came up with a plan and wonderful vision for a baseball and softball complex. Some of those people are here today. They worked very hard to gain support from the community. This group of visionaries later became known as the Lincoln Youth Complex, a non-profit corporation. When the West Haymarket Joint Public Agency was formed in 2010, one of the things the Board expressed its support for was this project. They moved forward with building the Pinnacle Bank Arena. There has always been ongoing support for this project and the site for this complex is now in the JPA footprint area and has been since nearly the beginning. In 2022, this Board did contribute \$4,500,000 to help the project. Following that contribution, LYC began to experience the same kind of inflation problems that the rest of the country is seeing and as a result there were significant increases in construction costs that created a funding gap. For the last couple of months, we have been working with LYC to provide further funding for the project and are pleased to bring this agreement to the Board today. The agreement calls for a contribution of an additional \$4,500,000 from the JPA through three annual installments of \$1,500,000 each starting in 2026 and ending in 2028. LYC will provide 50% match and they will also create a reserve fund by 2029 in the amount of \$2,000,000 to fund the replacement of the synthetic turf. The JPA has seen robust occupation tax revenue, sound financial management, and is in a good position to make this contribution. Connolly then presented a picture of the site plan for the ballfields. He explained there will be five youth fields for baseball and softball, one championship baseball field, one championship softball field for use by Nebraska Wesleyan and others, and Homer's Heroes Field to be used for children with physical and intellectual disabilities. Construction is expected to be completed in the spring of 2025.

Clare commented that as a dad who had kids that played baseball and a daughter that briefly played softball, this is truly a long time coming. He was involved in this from the very start and there are a lot of people to thank, especially Sand Hills Global and private donors who contributed financially to this project. From the Lincoln Youth Complex, a special thanks to Brad Korell, Rich Claussen, Joel Pedersen, the Lincoln Chamber, Charlie Colón and others who were involved to really bring this project together. He also thanked his colleagues who were here and participated in part of the vision Connolly discussed. This was not an idea that somebody came up with a few years ago and said we got to build a baseball complex. This was something that from the inception of the JPA where the footprint goes out to First and Cornhusker, this was the vision. It goes back to the vision when we were trying to get approval of the arena vote. This was part of the process. The colleagues who came before us, including Dan Marvin, who always had this on the radar. This is a great project that will bring a competitive baseball/softball facility, but from a revenue standpoint it will bring people to the city renting cars and hotels, eating at our restaurants all of which contributes back to the occupation tax. This will be a great project for Lincoln. It is much needed as far as having competitive venues to play. He finds it unconscionable that the USSSA ball, state series championship is played in Council Bluffs because there are no fields to play baseball here in Nebraska. He hopes to get some of these fields used for our state championship venues or bring it back to Nebraska at least. Lastly, this is great, he wishes his kids could've played there because they all played baseball but now his grandkids can hopefully play there. Let's play ball!

Kinsey commented that it is always amazing how when public officials want to convince the public that what they are doing is in the best interests of the community the mantra always is oh its going to bring so much money into this community and it will pay for itself or more. You know after awhile people turn that off. Maybe you need to find something else to say to convince people or prove it. How is it going to do that? The myriad of projects that have never

been proven. The same thing is going on with the idea of the event center, the convention center. Lincoln at this time is flush with money from COVID from the feds. Why isn't that being used for this? The federal government, in the situation that it is, it would be reasonable and kind and honorable to return some of that money to the federal government. Now maybe that's an ideal and that's why you want to hang on to it. Then give it to the people. Let them have lower property taxes. It just seems like there is a lot of greed here. There is a lot of me me me and what I want and not what is fiscally sound. It's a lovely idea. There is no doubt about that. People have a lot of lovely ideas that they can't afford or that they misuse their money for. We would call for more prudence in this matter. Maybe you need to wait until this other money is raised before you hand this money over. You almost wonder if when you gave the money before that they come back with their hands open again. We have great concerns about the finances and how they are handled and the transparency to the community and to fiscal accountability and good sense.

Brad Korell, a Board member of the Lincoln Youth Complex, explained that the Board Chair, Charlie Colón, was to be here today and he ended up getting called away this morning so he is here on behalf of the LYC Board. He stated, on behalf of the Board and Charlie, how much they appreciate the JPA considering this request. The JPA was there at the beginning. ARPA money was used from the City and County to help with this project. The JPA helped launch this project. They would not be here without the support of the team consisting of Chris Connolly, Lyn Heaton, and Riely Slezak who have helped them put together and craft the terms of the agreement. They are very fortunate. He thanked Mayor Leirion Gaylor Baird for her help. He stated public private partnerships are hard. They are difficult and this project has been no exception. Without the Mayor's steadfast support they would not be here today. This dates back to at least 2018 or 2019, and because of the Mayor's support and the JPA's support is why they are here.

Joel Pedersen, Legal Counsel for the Lincoln Youth Complex, presented a picture and stated this picture will make a connection with the JPA's project area. He pointed out the Pinnacle Bank Arena and the ballfield project location at First and Cornhusker. This connection is strong and has been enduring. It's important for the team. It's not just the team at Lincoln Youth Complex. It includes the JPA, the broader community, and the public private partnership and the transformative opportunity that this project presents. They are very grateful for the JPA's support and they continue to welcome all of the help they can get. It will take more effort to get to the finish line, but he is one for getting done on time and on budget.

Gaylor Baird stated that we are pleased to be arriving in this moment when we can move forward and that much closer to the finish line. This is going to be a topflight amenity for youth, for Wesleyan, for Homer's Heroes, for children all across our community, but for those that will come and visit and stay in our town and eat in our restaurants and shop in our stores. It is not just an amenity, it is an asset. Thank you for your work to help make it a reality. We are very grateful for the public private partnership that has helped to get this done.

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

Item 6 - Next Meeting Date.

The next meeting will be Thursday, April 25, 2024 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 7 – Motion to Adjourn

Clare moved to adjourn. Beckius seconded the motion. The meeting adjourned at 3:23 p.m.

West Haymarket Joint Public Agency
Payment Register by Payee
Payment Dates: >=12/1/2023:<=3/31/2024

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
Amtrak - 599727								
	Customer No 3004097	2231649	06095	5870	Other Bldg Maintenance	3/14/2024	203976	9,116.84
	Customer No 3004097	2231650	06095	5870	Other Bldg Maintenance	3/14/2024	203976	1,314.56
	Customer No 3004097	2231651	06095	5870	Other Bldg Maintenance	3/14/2024	203976	571.63
	customer No 3004097	2233473	06095	5870	Other Bldg Maintenance	3/28/2024	204482	118.42
	Customer No 3004097	2233474	06095	5870	Other Bldg Maintenance	3/28/2024	204482	5,688.28
	Customer No 3004097	2233475	06095	5870	Other Bldg Maintenance	3/28/2024	204482	236.87
Total - Amtrak - 599727								17,046.60
Black Hills Energy - 98079								
	277 Pinnacle Arena Dr	2220489	06095	5825	Natural Gas	12/7/2023	199295	98.55
	277 Pinnacle Arena Dr	2224385	06095	5825	Natural Gas	1/11/2024	200548	156.75
	277 Pinnacle Arena Dr	2228508	06095	5825	Natural Gas	2/15/2024	201810	319.25
	277 Pinnacle Arena Dr	2230810	06095	5825	Natural Gas	3/7/2024	203320	183.49
Total - Black Hills Energy - 98079								758.04
City Controller - 129525								
	Festival Lot/Arena Dr 2023-24	2220502	06095	5621	Misc Contractual Services	12/6/2023	641649	59,871.00
Total - City Controller - 129525								59,871.00
Pinnacle Bank Arena - 604774								
	Arena Repairs, Maint&CIP 10/23	2220505	06095	6076	Miscellaneous Equipment	12/7/2023	199393	26,355.90
	Arena Repairs, Maint&CIP 10/23	2220505	06095	5870	Other Bldg Maintenance	12/7/2023	199393	24,964.17
	Sponsorship/Op Increment Qtr 2	2222431	06095	5643	Management Services	12/21/2023	199936	150,000.00
	Sponsorship/Op Increment Qtr 2	2222431	06095	5643	Management Services	12/21/2023	199936	262,500.00
	Arena Repairs Maint&CIP Nov 23	2223408	06095	6076	Miscellaneous Equipment	12/28/2023	200179	4,529.00
	Arena Repairs Maint&CIP Nov 23	2223408	06095	6068	Concession Equipment	12/28/2023	200179	6,408.60
	Arena Repairs Maint&CIP Nov 23	2223408	06095	5870	Other Bldg Maintenance	12/28/2023	200179	24,900.11
	Arena Repairs Maint&CIP Dec 23	2226932	06095	5870	Other Bldg Maintenance	2/1/2024	201395	30,070.65
	Arena Repairs Maint&CIP Dec 23	2226932	06095	6076	Miscellaneous Equipment	2/1/2024	201395	6,923.59
	Credit Memo	2230125	06095	5870	Other Bldg Maintenance	2/29/2024	202949	-50.00
	Arena Repairs Maint&CIP Jan 24	2230127	06095	5870	Other Bldg Maintenance	2/29/2024	202949	32,094.91
	Arena Repairs Maint&CIP Jan 24	2230127	06095	6068	Concession Equipment	2/29/2024	202949	62,981.73
	Arena Repairs Maint&CIP Jan 24	2230127	06095	6076	Miscellaneous Equipment	2/29/2024	202949	4,718.84
	Sponsorship/Op Increment Qtr 3	2233470	06095	5643	Management Services	3/28/2024	204487	262,500.00
	Sponsorship/Op Increment Qtr 3	2233470	06095	5643	Management Services	3/28/2024	204487	150,000.00
Total - Pinnacle Bank Arena - 604774								1,048,897.50
City of Lincoln - Accounting Dept - 120272								
	City Staff 1st Qtr 2023-2024	2221329	06095	5621	Misc Contractual Services	12/13/2023	641747	102,909.50
	City Staff reimb 2nd qtr 23 24	2231645	06095	5621	Misc Contractual Services	3/13/2024	642830	102,909.50

West Haymarket Joint Public Agency
Payment Register by Payee
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Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
Total - City of Lincoln - Accounting Dept - 120272								205,819.00
City of Lincoln - Parking - 431100								
	JPA Parking Garage 10/23	2220504	06095	5643	Deck 3 Mgmt Services	12/6/2023	641655	32,807.68
	JPA Parking Garage 10/23	2220504	06095	5643	Deck 2 Mgmt Services	12/6/2023	641655	33,239.45
	JPA Parking Garage 10/23	2220504	06095	5643	Deck 1 Mgmt Services	12/6/2023	641655	42,661.89
	Parking rmgmt November 2023	2223406	06095	5643	Deck 3 Mgmt Services	12/27/2023	641974	56,098.76
	Parking rmgmt November 2023	2223406	06095	5643	Deck 2 Mgmt Services	12/27/2023	641974	50,568.10
	Parking rmgmt November 2023	2223406	06095	5643	Deck 1 Mgmt Services	12/27/2023	641974	70,395.48
	Parking Mgmt December 2023	2226931	06095	5643	Deck 1 Mgmt Services	1/31/2024	642272	14,124.67
	Parking Mgmt December 2023	2226931	06095	5643	Deck 2 Mgmt Services	1/31/2024	642272	10,720.06
	Parking Mgmt December 2023	2226931	06095	5643	Deck 3 Mgmt Services	1/31/2024	642272	15,541.89
	Parking Mgmt January 2024	2230122	06095	5643	Deck 1 Mgmt Services	2/28/2024	642635	104,674.40
	Parking Mgmt January 2024	2230122	06095	5643	Deck 2 Mgmt Services	2/28/2024	642635	88,363.30
	Parking Mgmt January 2024	2230122	06095	5643	Deck 3 Mgmt Services	2/28/2024	642635	64,089.38
	Parking Mgmt February 2024	2233471	06095	5643	Deck 1 Mgmt Services	3/27/2024	642958	94,898.55
	Parking Mgmt February 2024	2233471	06095	5643	Deck 2 Mgmt Services	3/27/2024	642958	65,976.84
	Parking Mgmt February 2024	2233471	06095	5643	Deck 3 Mgmt Services	3/27/2024	642958	54,968.04
Total - City of Lincoln - Parking - 431100								799,128.49
City Treasurer - 101418								
	Credit card fees January 2024	2230119	06095	5996	Credit Card/Bank Fees	2/28/2024	642631	10.00
Total - City Treasurer - 101418								10.00
Commonwealth Electric Co of the Midwest - 40310								
	LED Lighting Upgrade PBA	2224384	06095	6140	Grounds Improvements	1/11/2024	200505	17,139.00
Total - Commonwealth Electric Co of the Midwest - 40310								17,139.00
County/City Property Management - 77921								
	Acct #209-1 Nov	2222429	06095	5261	Postage	12/21/2023	199824	257.75
	Acct #209-1 Dec	2225310	06095	5261	Postage	1/18/2024	200795	174.41
	Amtrak Station - Replace fan	2226929	06095	5870	Other Bldg Maintenance	2/1/2024	201292	105.60
	Acct #209-1 Jan	2228503	06095	5261	Postage	2/15/2024	201782	249.57
	Acct #209-1 Feb	2233464	06095	5261	Postage	3/28/2024	204377	227.04
Total - County/City Property Management - 77921								1,014.37
District Energy Corporation - 588846								
	Customer Id 0005	2221332	06095	5835	Thermal Heating & Cooling	12/14/2023	199617	259,036.55
	Customer Id 0005	2225308	06095	5835	Thermal Heating & Cooling	1/18/2024	200879	254,679.40
	Customer Id 0005	2228504	06095	5835	Thermal Heating & Cooling	2/15/2024	201883	279,746.25
	Customer Id 0005	2231646	06095	5835	Thermal Heating & Cooling	3/14/2024	203955	254,650.75

West Haymarket Joint Public Agency
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Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
Total - District Energy Corporation - 588846								1,048,112.95
First Wireless Inc - 59660								
	Customer ID 02-PER0010	2228502	06095	6076	Miscellaneous Equipment	2/15/2024	201761	60,176.08
Total - First Wireless Inc - 59660								60,176.08
Forvis LLP - 406174								
	WHJPA #0081643	2224381	06095	5624	Auditing Service	1/11/2024	200593	18,000.00
Total - Forvis LLP - 406174								18,000.00
Greiner Process Service LLC - 178183								
	Occupation Tax Dec '23	2225309	06095	5635	Delivery Service	1/17/2024	642144	166.00
Total - Greiner Process Service LLC - 178183								166.00
Lancaster County Treasurer - 77462								
	Maintenance WHM	2225320	06095	5856	City Share Linc Center Maint	1/18/2024	200793	3,138.07
	Maintenance WHM	2225319	06095	5856	City Share Linc Center Maint	1/18/2024	200793	257.12
	Maintenance WHM	2225318	06095	5856	City Share Linc Center Maint	1/18/2024	200793	2,747.10
	Maintenance WHM	2225317	06095	5856	City Share Linc Center Maint	1/18/2024	200793	2,966.92
	Maintenance WHM	2225316	06095	5856	City Share Linc Center Maint	1/18/2024	200793	1,474.51
	Maintenance WHM	2225315	06095	5856	City Share Linc Center Maint	1/18/2024	200793	251.76
	Maintenance WHM	2225314	06095	5856	City Share Linc Center Maint	1/18/2024	200793	10,228.42
	Maintenance WHM	2225321	06095	5856	City Share Linc Center Maint	1/18/2024	200793	238.84
Total - Lancaster County Treasurer - 77462								21,302.74
Lee Enterprises Inc - 38391								
	118-60115244	2228498	06095	5952	Advertising/Media Serv	2/15/2024	201750	130.58
Total - Lee Enterprises Inc - 38391								130.58
Lincoln Electric System - 53356								
	605 N 8th ST PK LOT LGH	2221324	06095	5821	Electricity - Bldg & Grnds	12/14/2023	199513	51.41
	200 N 7th St	2221325	06095	5821	Electricity - Bldg & Grnds	12/14/2023	199513	131.60
	277 Pinnacle Arena Dr	2221328	06095	5821	Electricity - Bldg & Grnds	12/14/2023	199513	391.72
	605 N 8th St PK LOT LGH	2224378	06095	5821	Electricity - Bldg & Grnds	1/11/2024	200509	50.10
	200 N 7th St	2224379	06095	5821	Electricity - Bldg & Grnds	1/11/2024	200509	124.10
	277 Pinnacle Arena Dr	2224380	06095	5821	Electricity - Bldg & Grnds	1/11/2024	200509	445.35
	605 N 8th ST PK LOT LGH	2227283	06095	5821	Electricity - Bldg & Grnds	2/8/2024	201525	52.91
	200 N 7th St	2227285	06095	5821	Electricity - Bldg & Grnds	2/8/2024	201525	136.98
	277 Pinnacle Arena Dr	2227286	06095	5821	Electricity - Bldg & Grnds	2/8/2024	201525	483.32
	605 N 8th ST PK LOT LGH	2230811	06095	5821	Electricity - Bldg & Grnds	3/7/2024	203292	49.83

West Haymarket Joint Public Agency
Payment Register by Payee
Payment Dates: >=12/1/2023:<=3/31/2024

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
Total - Lincoln Electric System - 53356	200 N 7th St	2230813	06095	5821	Electricity - Bldg & Grnds	3/7/2024	203292	129.44
	277 Pinnacle Arena Dr	2230814	06095	5821	Electricity - Bldg & Grnds	3/7/2024	203292	394.41
								2,441.17
Lincoln Water System - 98415								
Total - Lincoln Water System - 98415	277 Pinnacle Arena Dr	2223405	06095	5830	Water	12/27/2023	641897	254.07
	277 Pinnacle Arena Dr	2229336	06095	5830	Water	2/21/2024	642585	267.84
								521.91
Midwest Alarm Services - 620543								
Total - Midwest Alarm Services - 620543	Customer 900508-11	2228497	06095	5683	Fire Alarm Monitoring	2/15/2024	201957	33.90
	Customer 900508-11	2229337	06095	5683	Fire Alarm Monitoring	2/22/2024	202209	100.00
	Customer 900508.11	2233461	06095	5683	Fire Alarm Monitoring	3/28/2024	204532	33.90
								167.80
Midwest BBQ Ventures Lincoln - 630358								
Total - Midwest BBQ Ventures Lincoln - 630358	Occupation Tax Refund	2228499	06095	3080	Bar/Restaurant	2/14/2024	642542	3,630.35
								3,630.35
Mitsubishi Electric Power Product Inc - 362052								
Total - Mitsubishi Electric Power Product Inc - 362052	Pinnacle Bank Arena	2231647	06095	6132	Buildings	3/14/2024	203927	36,170.00
								36,170.00
Nebraska Notary Association Inc - 131342								
Total - Nebraska Notary Association Inc - 131342	Notary renewal	2231806	06095	5977	Fees/Licenses/Titles/Permits	3/13/2024	642832	113.32
								113.32
Project Control of Texas, Inc - 598263								
Total - Project Control of Texas, Inc - 598263	Project Management Services	2221323	06095	5621	Misc Contractual Services	12/14/2023	199640	235.00
	Project Management Services	2225325	06095	5621	Misc Contractual Services	1/18/2024	200892	2,313.75
	Project Management Services	2228511	06095	5621	Misc Contractual Services	2/15/2024	201903	382.50
	Project Management Services	2231652	06095	5621	Misc Contractual Services	3/14/2024	203974	6,032.50
								8,963.75
Public Building Commission - 102154								
Total - Public Building Commission - 102154	Space Rental 12/2023-8/2024	2221331	06095	5931	Parking Rent Bldg Comm	12/14/2023	199554	78.75
	Space Rental 12/2023-8/2024	2221331	06095	5928	Rent of Co/City Bldg Space	12/14/2023	199554	774.90

**West Haymarket Joint Public Agency
Payment Register by Payee
Payment Dates: >=12/1/2023:<=3/31/2024**

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
Total - Public Building Commission - 102154								
								853.65
REB Steel Equipment Corp - 630346								
	Customer #47300	2228501	06095	6132	Buildings	2/15/2024	202049	42,303.33
Total - REB Steel Equipment Corp - 630346								
								42,303.33
SMG - 596579								
	Incentive Fee 8/31/2023	2224383	06095	5643	Management Services	1/11/2024	200619	216,200.00
Total - SMG - 596579								
								216,200.00
Cornhusker State Industries - 486565								
	Account 567850	2223407	06095	5763	Printing	12/27/2023	641914	54.90
Total - Cornhusker State Industries - 486565								
								54.90
Tammy Wissing - 621501								
	Network Mgt Occ Tax-Omaha	2220493	06095	5725	Mileage - Personal Vehicles	12/7/2023	199435	41.92
Total - Tammy Wissing - 621501								
								41.92
Union Bank & Trust Co - 234392								
	WHJPA Series 2019 12/22-11/23	2220492	195051	6233	Bd Trustee Pmt-Serv Chg	12/6/2023	641684	624.00
	WHJPA Series 2010B 1/23-12/23	2225311	195021	6233	Bd Trustee Pmt-Serv Chg	1/17/2024	642149	524.00
	WHJPA Series 2010C 1/23-12/23	2225312	195021	6233	Bd Trustee Pmt-Serv Chg	1/17/2024	642149	524.00
	WHJPA Series 2013 1/23-12/23	2225313	195041	6233	Bd Trustee Pmt-Serv Chg	1/17/2024	642149	524.00
Total - Union Bank & Trust Co - 234392								
								2,196.00
Union Bank & Trust Company - 324566								
	WHJPA Series 2019 12/23	2220500	195051	6235	Bd Trustee Pmt-Interest	12/6/2023	641653	1,375,764.98
	WHJPA Series 2019 12/23	2220500	195051	6234	Bd Trustee Pmt-Principal	12/6/2023	641653	3,930,000.00
	WHJPA Series 2013 12/23	2220498	195041	6235	Bd Trustee Pmt-Interest	12/6/2023	641653	473,162.05
	WHJPA Series 2013 12/23	2220498	195041	6234	Bd Trustee Pmt-Principal	12/6/2023	641653	720,000.00
	WHJPA Series 2010C 12/23	2220496	195021	6235	Bd Trustee Pmt-Interest	12/6/2023	641653	1,080,898.04
	WHJPA Series 2010B 12/23	2220495	195021	6235	Bd Trustee Pmt-Interest	12/6/2023	641653	1,697,148.95
	WHJPA Series 2010B 12/23	2220495	195021	6234	Bd Trustee Pmt-Principal	12/6/2023	641653	2,665,000.00
	WHJPA Series 2010A 12/23	2220494	195011	6235	Bd Trustee Pmt-Interest	12/6/2023	641653	2,188,826.41
	WHJPA Series 2010A 12/23	2220494	195011	6234	Bd Trustee Pmt-Principal	12/6/2023	641653	2,665,000.00
Total - Union Bank & Trust Company - 324566								
								16,795,800.43
Visual Edge IT Inc - 616389								
	Copy 9-15 to 10-15-2023	2222721	06095	5762	Photocopying	12/21/2023	199969	14.20

West Haymarket Joint Public Agency
Payment Register by Payee
Payment Dates: >=12/1/2023:<=3/31/2024

Payee	Remark	Document Number	Business Unit	Obj Acct	BU / Object Code Description	Payment Date	Payment Number	Amount
	Copy 10-15 to 11-15-2023	2222723	06095	5762	Photocopying	12/21/2023	199969	13.83
	Visual Edge IT Copy Machines	2224266	06095	5762	Photocopying	1/11/2024	200660	13.24
	Copy Maching	2230345	06095	5762	Photocopying	2/29/2024	202984	12.29
	Visual Edge Copy Machine	2232092	06095	5762	Photocopying	3/14/2024	204022	11.57
Total - Visual Edge IT Inc - 616389								65.13
White Castle Roofing & Contracting Inc - 59256								
	Red 1 Parking Garage repair	2226930	06095	5643	Deck 1 Mgmt Services	2/1/2024	201280	4,463.00
Total - White Castle Roofing & Contracting Inc - 59256								4,463.00
Windstream - 76881								
	402-477-6387	2220490	06095	5829	Telephone	12/7/2023	199274	143.58
	402-477-6387	2224382	06095	5829	Telephone	1/11/2024	200522	143.58
	402-477-6387	2228506	06095	5829	Telephone	2/15/2024	201777	143.60
	402-477-6384	2231648	06095	5829	Telephone	3/14/2024	203847	143.60
Total - Windstream - 76881								574.36
Grand Total								20,412,133.37

**West Haymarket Joint Public Agency
Operating Expenditure Report
For the period ending 03/31/2024**

Fund Group	Original Budget YTD March 2024	Prior Year Carryover and Revisions YTD March 2024	Total Budget YTD March 2024	Actual YTD March 2024	Encumbered YTD March 2024	Available Balance
51 - JPA						
00950 - West Haymarket Revenue						
11 - Materials & Supplies						
5221. - Office Supplies	250.00	0.00	250.00	0.00	0.00	250.00
5261. - Postage	3,000.00	0.00	3,000.00	1,402.25	0.00	1,597.75
5323. - Bldg Maint Supplies	500.00	0.00	500.00	0.00	0.00	500.00
Total - 11 - Materials & Supplies	3,750.00	0.00	3,750.00	1,402.25	0.00	2,347.75
12 - Other Services & Charges						
5621. - Misc Contractual Services	922,509.00	55,128.50	977,637.50	610,797.50	88,861.25	277,978.75
5624. - Auditing Service	24,000.00	0.00	24,000.00	24,000.00	0.00	0.00
5628. - Consultant Services	43,320.00	23,124.25	66,444.25	4,675.46	18,448.79	43,320.00
5631. - Data Processing Service	766.00	0.00	766.00	766.00	0.00	0.00
5633. - Software	130,000.00	0.00	130,000.00	128,352.00	0.00	1,648.00
5635. - Delivery Service	500.00	0.00	500.00	166.00	0.00	334.00
5643. - Management Services	1,867,000.00	0.00	1,867,000.00	1,453,700.00	0.00	413,300.00
5643.61 - Deck 1 Mgmt Services	857,005.00	0.00	857,005.00	503,092.84	0.00	353,912.16
5643.62 - Deck 2 Mgmt Services	557,095.00	0.00	557,095.00	366,701.82	0.00	190,393.18
5643.63 - Deck 3 Mgmt Services	641,003.00	0.00	641,003.00	344,139.39	0.00	296,863.61
5683.04 - Snow Removal	500.00	0.00	500.00	0.00	0.00	500.00
5683.05 - Fire Alarm Monitoring	650.00	0.00	650.00	167.80	0.00	482.20
5725. - Mileage - Personal Vehicles	0.00	0.00	0.00	41.92	0.00	-41.92
5762. - Photocopying	300.00	0.00	300.00	65.13	0.00	234.87
5763. - Printing	200.00	0.00	200.00	54.90	0.00	145.10
5783. - General Liability	34,341.00	0.00	34,341.00	34,341.00	0.00	0.00
5786. - Property	272,964.00	0.00	272,964.00	272,964.00	0.00	0.00
5794. - Public Officials	30,277.00	0.00	30,277.00	30,277.00	0.00	0.00
5795. - Misc Insurance Floater	4,587.00	0.00	4,587.00	4,587.00	0.00	0.00
5821. - Electricity - Bldg & Grnds	8,000.00	0.00	8,000.00	3,646.99	0.00	4,353.01
5825. - Natural Gas	2,000.00	0.00	2,000.00	966.90	0.00	1,033.10
5829. - Telephone	1,550.00	0.00	1,550.00	858.42	0.00	691.58
5830. - Water	1,700.00	0.00	1,700.00	771.88	0.00	928.12
5835. - Thermal Heating & Cooling	3,100,000.00	0.00	3,100,000.00	1,800,866.05	0.00	1,299,133.95
5856. - City Share Linc Center Maint	21,000.00	0.00	21,000.00	21,302.74	0.00	-302.74
5862. - Grounds Maintenance	15,000.00	0.00	15,000.00	0.00	0.00	15,000.00
5870. - Other Bldg Maintenance	747,724.00	0.00	747,724.00	234,857.82	0.00	512,866.18
5928. - Rent of Co/City Bldg Space	1,034.00	0.00	1,034.00	1,033.20	0.00	0.80
5931. - Parking Rent Bldg Comm	105.00	0.00	105.00	105.00	0.00	0.00
5952. - Advertising/Media Serv	400.00	0.00	400.00	130.58	0.00	269.42
5977. - Fees/Licenses/Titles/Permits	0.00	0.00	0.00	355.87	0.00	-355.87
5988. - Transfer of Funds	1,500,000.00	0.00	1,500,000.00	1,500,000.00	0.00	0.00
5993. - Fees Paid to State of NE	25.00	0.00	25.00	25.00	0.00	0.00
5996. - Credit Card/Bank Fees	7,500.00	0.00	7,500.00	126.46	0.00	7,373.54
Total - 12 - Other Services & Charges	10,793,055.00	78,252.75	10,871,307.75	7,343,936.67	107,310.04	3,420,061.04
13 - Capital Outlay - Equipment						
6068. - Concession Equipment	155,000.00	62,915.94	217,915.94	62,981.73	0.00	154,934.21
6069. - Data Processing Equipment	0.00	0.00	0.00	6,503.00	0.00	-6,503.00
6076. - Miscellaneous Equipment	1,635,000.00	0.00	1,635,000.00	372,177.70	0.00	1,262,822.30
Total - 13 - Capital Outlay - Equipment	1,790,000.00	62,915.94	1,852,915.94	441,662.43	0.00	1,411,253.51
14 - Capital Outlay - Improvements						
6132. - Buildings	1,370,000.00	0.00	1,370,000.00	94,141.69	0.00	1,275,858.31
6140. - Grounds Improvements	849,600.00	0.00	849,600.00	17,139.00	0.00	832,461.00
6142. - Sewer System	97,200.00	0.00	97,200.00	0.00	0.00	97,200.00
Total - 14 - Capital Outlay - Improvements	2,316,800.00	0.00	2,316,800.00	111,280.69	0.00	2,205,519.31
15 - Debt Service						
6233. - Bd Trustee Pmt-Serv Chg	2,720.00	0.00	2,720.00	2,720.00	0.00	0.00
6234. - Bd Trustee Pmt-Principal	9,980,000.00	0.00	9,980,000.00	9,980,000.00	0.00	0.00
6235. - Bd Trustee Pmt-Interest	13,445,007.00	0.00	13,445,007.00	6,815,800.43	0.00	6,629,206.57
Total - 15 - Debt Service	23,427,727.00	0.00	23,427,727.00	16,798,520.43	0.00	6,629,206.57
Total - 00950 - West Haymarket Revenue	38,331,332.00	141,168.69	38,472,500.69	24,696,802.47	107,310.04	13,668,388.18
Total - 51 - JPA	38,331,332.00	141,168.69	38,472,500.69	24,696,802.47	107,310.04	13,668,388.18
Grand Total	38,331,332.00	141,168.69	38,472,500.69	24,696,802.47	107,310.04	13,668,388.18

West Haymarket Joint Public Agency
Statement of Revenues and Expenditures
As of 03/31/2024

	JPA Fund JPA Fund 950	JPA Fund 951	JPA Funds 952-956	JPA Total
Revenues:				
Occupation Taxes	12,692,126.28			12,692,126.28
Intergovernmental	1,755,736.01			1,755,736.01
Permits & Fees - P/F	1,733.40			1,733.40
Reimbursement for Serv -R/S	1,265,233.15			1,265,233.15
Interest	1,103,962.20	25,184.64		1,129,146.84
Suite and Premium Seating	446,151.80			446,151.80
Facility Lease & Other Rent	47,301.16			47,301.16
Parking Revenue - R/S	2,270,029.52			2,270,029.52
Naming Rights & Sponsorship	545,000.00			545,000.00
Miscellaneous	170.98			170.98
Total Revenue	20,127,444.50	25,184.64		20,152,629.14
Expenditures:				
General Government	7,898,282.04			7,898,282.04
Debt Service-Service Charge	2,720.00			2,720.00
Debt Service P & I	16,795,800.43			16,795,800.43
Total Expenditures	24,696,802.47			24,696,802.47
Excess (Deficiency) of Revenue Over Expenditures	(4,569,357.97)	25,184.64		(4,544,173.33)
Other Financing Sources (Uses):				
Total Other Financing Sources (Uses)				
Excess (Deficiency) of Revenues And Other Financing Sources Over Expenditures and Other Uses	(4,569,357.97)	25,184.64		(4,544,173.33)
Fund Balance Beginning of Year				49,307,590.56
Fund Balance End of Year				44,763,417.23

Pinnacle Bank Arena
Income Statement
For the Six Months Ending February 29, 2024

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
EVENT INCOME				
Direct Event Income				
Rental Income	\$ 529,885	513,350	16,535	\$ 1,206,400
Service Revenue	975,111	988,300	(13,189)	2,138,525
Service Expenses	(1,726,097)	(1,642,852)	(83,245)	(3,230,179)
Total Direct Event Income	<u>(221,101)</u>	<u>(141,202)</u>	<u>(79,899)</u>	<u>114,746</u>
Ancillary Income				
F & B Concessions	1,840,613	1,467,405	373,208	2,306,228
F & B Catering	193,608	188,574	5,034	286,188
Novelty Sales	84,325	40,505	43,820	94,105
F & B Premium	293,120	187,635	105,485	250,198
Parking	267,149	236,728	30,421	272,479
Total Ancillary Income	<u>2,678,815</u>	<u>2,120,847</u>	<u>557,968</u>	<u>3,209,198</u>
Other Event Income				
Premium	49,049	39,400	9,649	79,800
Ticket Commissions	796,703	657,313	139,390	1,247,395
Facility Fees	219,193	183,697	35,496	412,263
Total Other Event Income	<u>1,064,945</u>	<u>880,410</u>	<u>184,535</u>	<u>1,739,458</u>
Total Event Income	<u>3,522,659</u>	<u>2,860,055</u>	<u>662,604</u>	<u>5,063,402</u>
Other Operating Income	700,927	573,258	127,669	1,147,500
JPA Operational Increment	300,000	300,000	0	600,000
Adjusted Gross Income	<u>4,523,586</u>	<u>3,733,313</u>	<u>790,273</u>	<u>6,810,902</u>
INDIRECT EXPENSES				
Salaries & Wages	2,483,733	2,523,103	(39,370)	4,644,426
Payroll Taxes & Benefits	529,296	573,036	(43,740)	1,146,066
Labor Allocations to Events	(1,133,700)	(1,055,770)	(77,930)	(1,709,790)
Net Salaries and Benefits	1,879,329	2,040,369	(161,040)	4,080,702
Contracted Services	871	1,998	(1,127)	4,000
General and Administrative	332,359	342,392	(10,033)	620,600
Operating	48,383	44,856	3,527	80,200
Repairs & Maintenance	1,665	3,252	(1,587)	6,500
Operational Supplies	29,320	81,046	(51,726)	160,000
Insurance	188,846	196,700	(7,854)	383,000
Utilities	601,550	608,498	(6,948)	1,236,000
Other	7,429	1,500	5,929	3,000
SMG Management Fees	116,687	118,452	(1,765)	236,900
Total Indirect Expenses	<u>3,206,439</u>	<u>3,439,063</u>	<u>(232,624)</u>	<u>6,810,902</u>
Net Income (Loss)	<u>1,317,147</u>	<u>294,250</u>	<u>1,022,897</u>	<u>0</u>
Beginning Retained Earnings	3,341,797	3,341,797	0	3,341,797
Net Income (Loss)	1,317,147	294,250	1,022,897	0
Ending Retained Earnings	<u>\$ 4,658,944</u>	<u>\$ 3,636,047</u>	<u>1,022,897</u>	<u>3,341,797</u>

RESOLUTION NO.

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

3 That the Financial Audit and Management Letter and Report from Forvis, LLP for the
4 period ending August 31, 2023, is hereby accepted.

5 The City Clerk is directed to return a fully-executed copy of this Resolution to Lyn Heaton,
6 Finance Director.

Adopted this _____ day of April, 2024.

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

Tom Beckius

FORVIS Report to the Board of Representatives and Management

West Haymarket Joint Public Agency

Results of the 2023 Financial Statement Audit, Including Required Communications

August 31, 2023

Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	<p>This report covers audit results related to your financial statements:</p> <ul style="list-style-type: none">• As of and for the year ended August 31, 2023• Conducted in accordance with our contract dated August 9, 2023
Our Responsibilities	<p>FORVIS is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).</p>
Audit Scope & Inherent Limitations to Reasonable Assurance	<p>An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and <i>Government Auditing Standards</i> issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.</p>
Extent of Our Communication	<p>In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.</p>
Independence	<p>The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.</p>
Your Responsibilities	<p>Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.</p>



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Matter	Discussion
Distribution Restriction	<p>This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties:</p> <ul style="list-style-type: none"> • The Board of Representatives and Management • Others within the Agency

Government Auditing Standards

Matter	Discussion
Additional GAGAS Reporting	<p>We also provided reports as of August 31, 2023, on the following as required by GAGAS:</p> <ul style="list-style-type: none"> • Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS
Reporting Limitations	<p>Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.</p>

Qualitative Aspects of Significant Accounting Policies & Practices

Significant Accounting Policies

Significant accounting policies are described in Note 1 of the audited financial statements. The following accounting policies and practices are of significant importance to the Agency’s financial statements:

- Fund accounting and the reconciliation of the governmental fund and government-wide financial statements
- Revenue recognition in accordance with contractual arrangements

With respect to new accounting standards adopted during the year, we call to your attention the following topics:

- No matters are reportable

Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

- No matters are reportable

Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

- No matters are reportable



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Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Federal interest subsidy receivable
- Estimated useful lives of capital assets and depreciation methods

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Disclosures about fair value of assets and liabilities
- Contractual arrangements
- Related party transactions
- Commitments

Our Judgment About the Quality of the Agency's Accounting Principles

During the course of the audit, we made the following observations regarding the Agency's application of accounting principles:

- No matters are reportable

Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

Proposed & Recorded Adjustments

Auditor-proposed and management-recorded entries include the following:

- Unearned revenue and suite and premium seating revenue

Uncorrected Misstatements

- No matters are reportable

Other Required Communications

Other Material Communications

Listed below are other material communications between management and us related to the audit:

- Management representation letter (see Attachment)

We orally communicated to management other deficiencies in internal control identified during our audit that are not considered material weaknesses or significant deficiencies.



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Attachment

Management Representation Letter

As a material communication with management, included herein is a copy of the representation letter provided by management at the conclusion of our engagement.



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Representation of:

West Haymarket Joint Public Agency
555 South 10th Street
Lincoln, Nebraska 68508

Provided to:

FORVIS, LLP

Certified Public Accountants
1248 "O" Street, Suite 1040
Lincoln, Nebraska 68508

The undersigned ("We") are providing this letter in connection with FORVIS' audit of our financial statements as of and for the year ended August 31, 2023.

Our representations are current and effective as of the date of FORVIS' report: December 20, 2023.

Our engagement with FORVIS is based on our contract for services dated: August 9, 2023.

Our Responsibility & Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to FORVIS' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of FORVIS' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. We acknowledge our responsibility for the design, implementation, and maintenance of:
 - a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
 - b. Internal control to prevent and detect fraud.
3. We have provided you with:

West Haymarket Joint Public Agency
Page 2

- a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Agency from whom you determined it necessary to obtain audit evidence.
 - d. All minutes of governing body meetings held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the governing body, if applicable, and maintained as part of our records.
 - e. All significant contracts and grants.
4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.
6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.
7. We have identified and disclosed to you any violations or possible violations of laws, regulations, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.
8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.
9. We have a process to track the status of audit findings and recommendations.
10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other studies.
11. We have provided our views on any findings, conclusions, and recommendations, as well as our planned corrective actions with respect thereto, to you for inclusion in the findings and recommendations referred to in your report on internal control over financial reporting and on compliance and other matters based on your audit of the financial statements performed in accordance with *Government Auditing Standards*.

Misappropriation, Misstatements, & Fraud

12. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:
 - a. Misappropriation of assets.

- b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position or fund balance.
13. We have no knowledge of fraud or suspected fraud affecting the Agency involving:
 - a. Management or employees who have significant roles in internal control over financial reporting, or
 - b. Others when the fraud could have a material effect on the financial statements.
14. We have no knowledge of any allegations of fraud or suspected fraud affecting the Agency received in communications from employees, former employees, customers, analysts, regulators, citizens, suppliers, or others.
15. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

Related Parties

16. We have disclosed to you the identity of all of the Agency's related parties and all the related-party relationships of which we are aware.

In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.

17. We understand that the term related party refers to:

- Affiliates
- Management and members of their immediate families
- Any other party with which the Agency may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the Agency.

Litigation, Laws, Rulings, & Regulations

18. We are not aware of any pending or threatened litigation or claims whose effects should be considered when preparing the financial statements. We have not sought or received attorney's services related to pending or threatened litigation or claims during or subsequent to the audit

period. Also, we are not aware of any litigation or claims, pending or threatened, for which legal counsel should be sought.

19. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.
20. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.
21. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

Nonattest Services

22. You have provided nonattest services, including the following, during the period of this engagement:

- Preparing a draft of the financial statements and related notes.

23. With respect to these services:

- a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
- b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.
- c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.
- d. We have evaluated the adequacy of the services performed and any findings that resulted.
- e. Established and maintained internal controls, including monitoring ongoing activities.
- f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Financial Statements & Reports

24. We have reviewed and approved a draft of the financial statements and related notes referred to above, which you prepared in connection with your audit of our financial statements. We acknowledge that we are responsible for the fair presentation of the financial statements and related notes.
25. We do not issue an annual report, nor do we have plans to issue an annual report at this time.

Transactions, Records, & Adjustments

26. All transactions have been recorded in the accounting records and are reflected in the financial statements.

27. We have everything we need to keep our books and records.
28. We have disclosed any significant unusual transactions the Agency has entered into during the period, including the nature, terms, and business purpose of those transactions.
29. We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the Agency's accounts.

Governmental Accounting & Disclosure Matters

30. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
31. With regard to deposit and investment activities:
 - a. All deposit, and investment transactions have been made in accordance with legal and contractual requirements.
 - b. Investments are properly valued.
 - c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.
 - d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.
32. We have identified and evaluated all potential fiduciary activities. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.
33. Components of net position (net investment in capital assets, restricted, and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
34. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
35. We have appropriately disclosed the Agency's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance is available and have determined that net position is properly recognized under the policy.
36. The Agency has properly separated information in debt disclosures related to direct borrowings and direct placements of debt from other debt and disclosed any unused lines of credit, collateral pledged to secure debt, terms in debt agreements related to significant default or termination events with finance-related consequences, and significant subjective acceleration clauses in accordance with GASB Statement No. 88.
37. We have identified and evaluated all potential tax abatements, and we believe there are no material tax abatements.
38. The Agency's ability to continue as a going concern was evaluated and that appropriate disclosures are made in the financial statements as necessary under GASB requirements.

39. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.

General Government Matters

40. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, as amended.
41. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
42. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
43. We have appropriately disclosed that the Agency is following either its established accounting policy regarding which governmental fund resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available or is following paragraph 18 of GASB Statement No. 54 to determine the fund balance classifications for financial reporting purposes and have determined that fund balance is properly recognized under the policy.

Accounting & Disclosure

44. All transactions entered into by the Agency are final. We are not aware of any unrecorded transactions, side agreements, or other arrangements (either written or oral) that are in place.
45. Except as reflected in the financial statements, there are no:
 - a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, net position, or fund balance.
 - b. Material transactions omitted or improperly recorded in the financial records.
 - c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.
 - d. Events occurring subsequent to the balance sheet/statement of net position date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.
 - e. Agreements to purchase assets previously sold.

West Haymarket Joint Public Agency
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- f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.
- g. Guarantees, whether written or oral, under which the Agency is contingently liable.
- h. Known or anticipated asset retirement obligations.

46. Except as disclosed in the financial statements, the Agency has:

- a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.
- b. Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.

Revenue and Accounts Receivable

47. Adequate provisions and allowances have been accrued for any material losses from:

- a. Uncollectible receivables.
- b. Sales commitments, including those unable to be fulfilled.
- c. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

Estimates

48. We have identified all accounting estimates that could be material to the financial statements, and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.

49. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that "near term" means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to volumes of business, revenues, loans, investments, or deposits, existing at the date of the financial statements that would make the Agency vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

Fair Value

50. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:

- a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated course of action.
- b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.
- c. The significant assumptions appropriately reflect market participant assumptions.

- d. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted in the United States of America.
- e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Tax-Exempt Bonds

- 51. Tax-exempt bonds issued have retained their tax-exempt status.
- 52. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

GASB Statement 96, *Subscription-Based Information Technology Arrangements*

- 53. In connection with the adoption of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (GASB 96), we represent the following:
 - a. We have identified a complete population of potential subscription-based information technology arrangements (SBITAs) as of the implementation date.
 - b. We did not identify any SBITAs to record.

Other Matters

- 54. In relation to environmental remediation, although future costs may be incurred, it is not possible at this time to reasonably estimate the amount of any obligation for remediation activities because of uncertainties with respect to assessing the extent of contamination or the applicable regulatory requirements.

DocuSigned by:

Lyn E. Heaton

F4A33D78E0C3714

Lyn Heaton, City Finance Director and West
Haymarket Joint Public Agency Treasurer
leheaton@lincoln.ne.gov

DocuSigned by:

David Scheuler, Assistant City Controller and West Haymarket

349368BB481F477

David Scheuler, Assistant City Controller and
West Haymarket Joint Public Agency
Accountant
dscheuler@lincoln.ne.gov

West Haymarket Joint Public Agency

(A Component Unit of the City of Lincoln,
Nebraska)

Independent Auditor's Reports And Financial Statements

August 31, 2023



West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
August 31, 2023

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1248 O Street, Suite 1040 / Lincoln, NE 68508

P 402.473.7600 / F 402.473.7698

forvis.com

Independent Auditor's Report

Board of Representatives
West Haymarket Joint Public Agency
Lincoln, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the major fund of the West Haymarket Joint Public Agency (the Agency), a component unit of the City of Lincoln, Nebraska, as of and for the year ended August 31, 2023, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the West Haymarket Joint Public Agency, as of August 31, 2023, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the Agency, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2023, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control over financial reporting and compliance.

FORVIS,LLP

Lincoln, Nebraska
December 20, 2023

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2023

As management of the West Haymarket Joint Public Agency (the Agency), we offer readers of the Agency's basic financial statements this narrative and analysis of the financial activities of the Agency as of and for the year ended August 31, 2023. We encourage readers to consider the information presented here in conjunction with additional information provided in the basic financial statements.

The West Haymarket Joint Public Agency was organized as a joint public agency on April 2, 2010, created by a Joint Public Agency Agreement entered into between the City of Lincoln, Nebraska and the Board of Regents of the University of Nebraska. The Agency is a component unit of the City of Lincoln, Nebraska.

Overview of Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to the Agency's basic financial statements. These basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Agency's finances in a manner similar to a private-sector business.

The statement of net position presents information on all of the Agency's assets and deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Agency is improving or deteriorating.

The statement of activities presents information showing how the Agency's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flow changes only in future fiscal periods.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Agency, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. The Agency maintains one governmental fund – the West Haymarket JPA Fund.

The Agency is not required by the Nebraska State Budget Act to adopt an annual budget, therefore, a budgetary comparison has not been provided in the basic financial statements.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2023

Notes to Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of the Agency's financial position. In the case of the West Haymarket Joint Public Agency, as of August 31, 2023, net position was \$2,259,474. The Agency's condensed financial information as of August 31, 2023 and 2022 is found below.

Condensed Statements of Net Position

	2023	2022
Assets		
Equity in pooled cash and investments	\$ 45,598,980	\$ 41,459,869
Other assets	10,982,191	11,474,022
Capital assets, net of accumulated depreciation	260,855,994	266,244,900
Total assets	317,437,165	319,178,791
Deferred Outflows of Resources		
Deferred loss on refunding	481,601	501,093
Total deferred outflows of resources	481,601	501,093
Liabilities		
Unearned revenue	7,757,437	7,784,034
Other liabilities	3,903,304	4,009,662
Long-term liabilities	303,258,832	312,993,461
Total liabilities	314,919,573	324,787,157
Deferred Inflows of Resources		
Deferred inflows for leases	739,719	770,756
Total deferred inflows of resources	739,719	770,756
Net Position		
Net investment in capital assets	(40,835,997)	(45,198,237)
Restricted by enabling legislation	2,104,001	1,921,813
Unrestricted	40,991,470	37,398,395
Total net position	\$ 2,259,474	\$ (5,878,029)

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2023

Government-Wide Financial Analysis - Continued

Total assets decreased approximately \$1,740,000 from 2022 to 2023. Other current assets decreased by approximately \$500,000 due to a decrease in investments offset by an increase in interest receivable. Net capital assets decreased approximately \$5.4 million primarily from depreciation on those assets. Total liabilities decreased approximately \$9,870,000 from 2022 to 2023 primarily due to scheduled principal payments of \$9,750,000 made on the Agency's long-term bonds payable.

Condensed Statements of Activities

	2023	2022
Revenues		
Occupation taxes	\$ 21,934,450	\$ 20,004,357
Intergovernmental	3,518,178	3,585,254
Parking facility revenue	3,249,400	3,049,351
Suite and premium seating revenue	2,308,981	2,444,564
Investment income (loss)	1,974,371	(16,614)
Other program revenues	4,141,106	3,684,927
Total revenues	<u>37,126,486</u>	<u>32,751,839</u>
Expenses		
General government	10,197,349	7,889,105
Culture and recreation	5,328,167	5,328,167
Debt service	13,775,028	14,085,994
Total expenses	<u>29,300,544</u>	<u>27,303,266</u>
Transfers From City of Lincoln	<u>311,561</u>	<u>-</u>
Change in Net Position	8,137,503	5,448,573
Net Position, Beginning of Year	<u>(5,878,029)</u>	<u>(11,326,602)</u>
Net Position, End of Year	<u>\$ 2,259,474</u>	<u>\$ (5,878,029)</u>

Pinnacle Bank Arena, constructed by the Agency within the West Haymarket area, officially opened in September 2013. Thus, 2023 represents the tenth full year of activity for the Agency, while Pinnacle Bank Arena has been in operation. Total revenues increased approximately \$4,370,000 from 2022 to 2023, primarily attributed to increases in occupation tax revenue and investment income.

Total expenses increased approximately \$2,000,000 million from 2022 to 2023, which primarily results from an increase in general government expenses in 2023. General government expenses increased from 2022 to 2023 primarily as a result of an increase in miscellaneous contractual and other operational expenses due to Pinnacle Bank Arena resuming normal operations in 2023 after the COVID-19 pandemic in prior years and due to the first payment made related to the Lincoln Youth Sports complex grant during 2023.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Management's Discussion and Analysis
August 31, 2023

Occupation Taxes

Beginning January 1, 2011, occupation taxes were imposed within the City of Lincoln at a rate of 2% on bar and restaurant revenues and a rate of 4% on car rental and hotel revenues. This tax revenue is generated to finance the activities of the Agency and is pledged as repayment of any outstanding Agency bonds. Occupation tax revenue increased by 9.6% in 2023 compared to 2022. This is primarily a result of inflationary factors and continued additional activity as compared to activity levels during the COVID-19 pandemic. The Agency expects, in a normal year, for occupation tax revenue to continue growing by 2% annually.

Capital Assets

The Agency's investment in capital assets as of August 31, 2023 amounts to \$260,855,994. Additional information on the Agency's capital assets can be found in the notes to the financial statements.

Debt Administration

At August 31, 2023, the Agency had total bonded debt outstanding of \$303,860,000, which was used to fund a portion of the Agency's construction costs. Additional information on the Agency's debt can be found in the notes to the financial statements.

Financial Analysis of the Agency's Funds

The Agency has one governmental fund, the West Haymarket JPA Fund. The West Haymarket JPA Fund is considered a major fund and is used to account for the Agency's general operations, construction, and debt activities. Activity during the year ended August 31, 2023, resulted in an increase in fund balance of \$3,933,705, resulting in a total fund balance at August 31, 2023 of \$45,962,928. The fund balance is a result of the issuance of bonds in prior years, occupation tax and donation revenue, less the Agency's expenditures for construction, debt service and general operations.

Request for Information

This financial report is designed to provide a general overview of the Agency's finances for all those with an interest in the Agency. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Lincoln Finance Department, 555 South 10th Street, Lincoln, NE 68508.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Governmental Fund Balance Sheet/Statement of Net Position
August 31, 2023

	West Haymarket JPA Fund	Adjustments (Note 1)	Statement of Net Position
Assets			
Cash	\$ 6,673	\$ -	\$ 6,673
Equity in pooled cash and investments	45,598,980	-	45,598,980
Investments	4,354,237	-	4,354,237
Occupation taxes receivable	2,104,001	-	2,104,001
Accounts receivable	558,134	-	558,134
Interest receivable	523,579	-	523,579
Lease receivable	752,997	-	752,997
Due from other governments	725,711	-	725,711
Prepaid expenses	218,094	-	218,094
Assets held for resale	1,738,765	-	1,738,765
Capital assets, net of accumulated depreciation of \$52,799,638	-	260,855,994	260,855,994
Total assets	<u>56,581,171</u>	<u>260,855,994</u>	<u>317,437,165</u>
Deferred Outflows of Resources			
Deferred loss on refunding	-	481,601	481,601
Liabilities			
Accounts payable	68,810	-	68,810
Interest payable	-	2,840,898	2,840,898
Due to other City funds	447,514	-	447,514
Due to other governments	362,082	-	362,082
Security deposits	184,000	-	184,000
Unearned revenue	7,757,437	-	7,757,437
Long-term liabilities			
Payable within one year	-	9,980,000	9,980,000
Payable in more than one year	-	293,278,832	293,278,832
Total liabilities	<u>8,819,843</u>	<u>306,099,730</u>	<u>314,919,573</u>
Deferred Inflows of Resources			
Unavailable revenues	1,058,681	(1,058,681)	-
Deferred inflows for leases	739,719	-	739,719
Total deferred inflows of resources	<u>1,798,400</u>	<u>(1,058,681)</u>	<u>739,719</u>
Fund Balance/Net Position			
Fund Balance			
Nonspendable	218,094	(218,094)	-
Restricted for capital projects	1,085,240	(1,085,240)	-
Restricted by enabling legislation	2,104,001	(2,104,001)	-
Assigned for debt service	42,555,593	(42,555,593)	-
Total fund balance	<u>45,962,928</u>	<u>(45,962,928)</u>	<u>-</u>
Total liabilities, deferred inflows of resources and fund balance	<u>\$ 56,581,171</u>		
Net Position			
Net investment in capital assets		(40,835,997)	(40,835,997)
Restricted by enabling legislation		2,104,001	2,104,001
Unrestricted		40,991,470	40,991,470
Total net position		<u>\$ 2,259,474</u>	<u>\$ 2,259,474</u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Statement of Governmental Fund Revenues, Expenditures and
Changes in Fund Balance/Statement of Activities
Year Ended August 31, 2023

	West		
	Haymarket	Adjustments	Statement of
	JPA Fund	(Note 1)	Activities
Expenditures/Expenses			
General government	\$ 10,136,610	\$ 60,739	\$ 10,197,349
Culture and recreation	-	5,328,167	5,328,167
Debt service	23,565,562	(9,790,534)	13,775,028
Total expenditures/expenses	<u>33,702,172</u>	<u>(4,401,628)</u>	<u>29,300,544</u>
Program Revenues			
Naming rights and sponsorship revenue	1,629,568	(197,830)	1,431,738
Suite and premium seating revenue	2,308,981	-	2,308,981
Parking facility revenue	3,249,400	-	3,249,400
Charges for services	2,215,133	-	2,215,133
Facility lease and other rent revenue	494,235	-	494,235
Total program revenues	<u>9,897,317</u>	<u>(197,830)</u>	<u>9,699,487</u>
General Revenues			
Occupation taxes	21,934,450	-	21,934,450
Intergovernmental	3,518,178	-	3,518,178
Investment gain	1,974,371	-	1,974,371
Total general revenues	<u>27,426,999</u>	<u>-</u>	<u>27,426,999</u>
Other Financing Sources (Uses)			
Transfers from City of Lincoln	311,561	-	311,561
Total other financing sources (uses)	<u>311,561</u>	<u>-</u>	<u>311,561</u>
Revenues in excess of expenditures	3,933,705	(3,933,705)	-
Change in Net Position	-	8,137,503	8,137,503
Fund Balance/Net Position			
Beginning of Year	42,029,223	(47,907,252)	(5,878,029)
End of Year	<u>\$ 45,962,928</u>	<u>\$ (43,703,454)</u>	<u>\$ 2,259,474</u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 1: Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

The West Haymarket Joint Public Agency (the Agency) was organized as a joint public agency under the Nebraska Joint Public Agency Act on April 2, 2010, to facilitate land acquisition, relocation of existing businesses, environmental remediation, site preparation and the construction, equipping, furnishing and financing of public facilities including, but not limited to, a sports/entertainment arena, roads, streets, sidewalks, a pedestrian overpass, public plaza space, sanitary sewer mains, water mains, electric transmission lines, drainage systems, flood control, parking garages and surface parking lots (collectively considered the West Haymarket Development Project or Project) for the benefit of residents of the City of Lincoln, Nebraska (the City). The Agency was created pursuant to a Joint Public Agency Agreement entered into between the City and the Board of Regents of the University of Nebraska.

Reporting Entity

As required by accounting principles generally accepted in the United States of America, these basic financial statements present the financial activities of the Agency. The Agency follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining the governmental activities, organizations, and functions that should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The Agency is not financially accountable for any other organization. Under current GASB pronouncements, the Agency has been determined to be a component unit of the City of Lincoln, Nebraska – the primary government. As such, the Agency's financial results are included in the City of Lincoln, Nebraska's Annual Comprehensive Financial Report.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements (*i.e.*, the statement of net position and the statement of activities) report information on all of the Agency's financial activities. Governmental activities are normally supported by taxes and intergovernmental revenue which are reported as general revenues.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

Measurement Focus, Basis of Accounting, and Financial Statement Presentation - Continued

The government-wide financial statements are presented using the total economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, the operating statement presents increases and decreases in current assets, net of liabilities, and unassigned fund balance is a measure of available spendable resources. This means that only current liabilities are generally included on the governmental fund balance sheet.

The statement of net position does not equal the governmental funds balance sheet at August 31, 2023, due to net capital assets, a deferred loss on refunding, unavailable revenues and bond principal and interest that are not payable from available spendable resources in the statement of net position.

Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available. Measurable means the amount of the transaction can be determined; available means collectible within the current period, or soon enough thereafter, to pay liabilities of the current period. Revenues are considered to be available if collected within 60 days after year end. Expenditures are recorded when the related fund liability is incurred and is expected to be paid from available spendable resources.

Occupation taxes and intergovernmental revenues are considered to be susceptible to accrual and are recorded as revenue in the period to which they relate.

Fund Accounting

The accounts of the Agency are organized on the basis of funds. The operations of the West Haymarket JPA Fund are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, deferred inflows and outflows of resources, fund equity, revenues and expenditures. Resources are allocated to and accounted for in the West Haymarket JPA Fund based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The major fund presented in the accompanying basic financial statements is the West Haymarket JPA Fund. The West Haymarket JPA Fund is the Agency's only fund and is used to account for general government operational activities.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and deferred inflows and outflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses and other changes in net position during the reporting period. Actual results could differ from those estimates.

Deposits and Investments

The Agency participates in a cash management pool managed by the City. The pool consists of bank deposits and investments. Cash balances in excess of current requirements are invested along with cash from other City funds and interest earned on these investments is allocated monthly to the various funds by the City Treasurer on a pro rata basis using aggregate quarterly balances. The Agency's interest in the pool is shown as equity in pooled cash and investments in the statement of net position. Fair value of the equity in the pool is the same as the value of the pool shares determined using the fair value of the pool's underlying investment portfolio.

The Agency may invest in certificates of deposit, in time deposits, and in any securities in which the state investment officer is authorized to invest pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act and as provided in the authorized investment guidelines of the Nebraska Investment Council and City Investment Policy in effect on the date the investment is made. The Agency's investments in Tax Increment Financing investments are valued using discounted cash flow techniques.

Investment income (loss) includes interest income and the net change for the year in the fair value of investments carried at fair value.

Occupation Taxes

Beginning January 1, 2011, occupation taxes were imposed within the City of Lincoln at a rate of 2% on bar and restaurant revenues and a rate of 4% on car rental and hotel revenues. As stated in the related ordinance, occupation taxes, less any administrative expenses, shall be used to fund expenditures of the Agency.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

Lease Receivable

The Agency is a lessor for a noncancellable lease for the use of station space and recognizes a related lease receivable and a deferred inflow of resources. At the commencement of a lease, the Agency initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the lease term.

The Agency monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Capital Assets

Arena and infrastructure planning, design and construction costs are capitalized on the government-wide financial statements. At August 31, 2023, certain arena and infrastructure assets were in-service, and are being depreciated on a straight-line basis over their estimated useful lives of 25-50 years.

Unearned Revenue

Unearned revenue is primarily comprised of advance payments received for various arena suites, loge boxes and club seats, the arena naming rights and prepaid parking. Revenue for these agreements will be recognized when the term of the related agreements commence on September 1, 2023.

Fund Balance Classification

Fund balances are shown only in the governmental fund financial statements. In accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund-Type Definitions*, fund balance is required to be classified into four components – nonspendable, restricted, committed and/or assigned. These classifications are defined as follows:

Nonspendable - includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual restraints.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

Fund Balance Classification - Continued

Restricted - includes fund balance amounts that are constrained for specific purposes as stipulated by constitution; external resource providers, such as donors or creditors; or through enabling legislation.

Committed - includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the Agency's highest level of decision-making authority.

Assigned - includes fund balance amounts that are not classified as either nonspendable, restricted, or committed.

When expenditures are incurred for purposes for which amounts in more than one category of fund balance are available for use, it is the Agency's policy to use the restricted amounts first, followed by the committed and assigned amounts.

Net Position Classification

Net position is required to be classified into three components - net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets - consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets, if any, or related debt also should be included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets.

Restricted - consists of restricted assets, reduced by liabilities related to those assets, with constraints placed on their use either by a) external groups such as creditors (such as through debt covenants), contributors, or laws or regulations of other governments or b) law through constitutional provisions or enabling legislation.

Unrestricted - consists of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the net investment in capital assets or restricted components of net position.

When both restricted and unrestricted resources are available for use, it is the Agency's policy to use restricted resources first, then unrestricted as they are needed.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 1: Nature of Operations and Summary of Significant Accounting Policies - Continued

Adjustments Column

The adjustments column on the governmental fund balance sheet/statement of net position represents the recording of certain assets and liabilities as required by GASB Statement No. 34.

The adjustments column on the governmental fund balance sheet/statement of net position is comprised of the following as of August 31, 2023:

Amounts reported for the West Haymarket JPA Fund are different from the statement of net position because of

Capital assets, net of accumulated depreciation	\$ 260,855,994
Interest payable	(2,840,898)
Unavailable revenue	1,058,681
Deferred loss on refunding	481,601
Long-term liabilities	<u>(303,258,832)</u>
Total adjustment amount	<u><u>\$ (43,703,454)</u></u>

The adjustments column on the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities is comprised of the following for the year ended August 31, 2023:

Amounts reported for the West Haymarket JPA Fund are different from the statement of activities because of

Depreciation expense	\$ (5,388,906)
Debt service	9,790,534
Change in unavailable revenue	<u>(197,830)</u>
Total adjustment amount	<u><u>\$ 4,203,798</u></u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 2: Deposits, Investments and Investment Return

Deposits

State statutes require banks either to provide a bond or to pledge government securities to the City Treasurer in the amount of the City’s deposits. The Agency has been allocated a portion of the City’s pooled cash and investments. The City’s cash deposits, including certificates of deposit, are insured up to \$250,000 by the Federal Deposit Insurance Corporation (FDIC). Any cash deposits or certificates of deposit in excess of FDIC limits are covered by collateral held in a Federal Reserve pledge account or by an agent for the City and thus no custodial credit risk exists. No legal opinion has been obtained regarding the enforceability of any of the collateral arrangements.

Investments

The Agency generally follows the investment policy adopted by the City Council and utilized by the City Treasurer. The Agency may legally invest in U.S. government securities and agencies, U.S. government sponsored agencies, and in bank repurchase agreements. It may also invest to a limited extent in corporate bonds, bankers’ acceptances and investment agreements.

At August 31, 2023, the Agency had the following investments, maturities and credit ratings:

<u>Type</u>	<u>Fair Value</u>	<u>Maturities (in Years) 5 to 10</u>	<u>Credit Ratings Moody's/ S&P</u>
Tax Increment Financing Investments	\$ 4,354,237	\$ 4,354,237	Not rated

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Agency will not be able to recover the value of its investment securities that are in the possession of an outside party.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair values of a government’s financial instruments or a government’s cash flows. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City’s investment policy limits current operating funds to be invested with maturities of no longer than twenty-four months. Fixed income investments held in construction funds, operating funds, and other nonoperating funds are limited to ten-year maturities. Tax Increment Financing investments are allowed to exceed 10 years as the interest rates are guaranteed by the fund and the investment is made within the City’s funds.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 2: Deposits, Investments and Investment Return - Continued

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City’s investment policy establishes requirements for certain investment securities to be rated at certain rates or higher without having collateral pledged to the City. The following investment types must be rated at the minimum rates noted below:

	S & P	Moody’s
Money Markets	AAm	---
Corporate Notes	AA-	Aa3
Investment Agreements	AA-	Aa3
Commercial Paper	A-1	P-1
Bankers’ Acceptance	A-1	P-1
Local Government Debt	AA	Aa

Concentration of Credit Risk

Concentration of credit risk is the risk associated with the amount of investments the Agency has with any one issuer that exceeds 5% or more of its total investments. Investments issued or explicitly guaranteed by the U.S. Government are excluded from this requirement. At August 31, 2023, the Agency’s investments were comprised entirely of Tax Increment Financing investments, which were issued on behalf of two developers.

Summary of Carrying Values

The carrying values of deposits and investments are as follows:

Cash	\$ 6,673
Investments	4,354,237
Equity in pooled cash and investments	45,598,980
	\$ 49,959,890

Investment Income (Loss)

Investment income, consisting of interest income and fair market value adjustments, was \$1,957,945 for the year ended August 31, 2023.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 3: Disclosures About Fair Value of Assets and Liabilities

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. There is a hierarchy of three levels of inputs that may be used to measure fair value:

- Level 1** Quoted prices in active markets for identical assets or liabilities
- Level 2** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities
- Level 3** Unobservable inputs supported by little or no market activity and are significant to the fair value of the assets or liabilities

Investments

The only investments held by the Agency at August 31, 2023 are Tax Increment Financing investments, which are valued by the Agency on a recurring basis using discounted cash flow techniques, and are classified within Level 2 of the fair value hierarchy at August 31, 2023.

Note 4: Capital Assets

As of August 31, 2023, the Agency’s capital assets consisted of the following:

Depreciable assets, net of depreciation	
Buildings and improvements	\$ 201,789,920
Machinery and equipment	356,563
Total depreciable assets, net of depreciation	202,146,483
Nondepreciable assets	
Land	58,709,511
Total capital assets, net	\$ 260,855,994

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 4: Capital Assets - Continued

Capital asset activity for 2023 was:

	Beginning Balance	Additions	Reductions	Transfers	Ending Balance
Buildings and improvements	\$ 254,422,841	\$ -	\$ -	\$ -	\$ 254,422,841
Land	58,709,511	-	-	-	58,709,511
Machinery and equipment	523,271	-	-	-	523,271
Total capital assets	313,655,623	-	-	-	313,655,623
Less accumulated depreciation	(47,410,723)	(5,388,906)	-	-	(52,799,629)
Capital assets, net	<u>\$ 266,244,900</u>	<u>\$ (5,388,906)</u>	<u>-</u>	<u>\$ -</u>	<u>\$ 260,855,994</u>

Depreciation was charged to functions/programs as follows:

General government	\$ 60,739
Culture and recreation	<u>5,328,167</u>
Total depreciation expense	<u>\$ 5,388,906</u>

Note 5: Long-term Liabilities

Long-term liability activity for 2023 was:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable	\$ 313,610,000	\$ -	\$ 9,750,000	\$ 303,860,000	\$ 9,980,000
Unamortized bond premium	323,588	-	10,660	312,928	-
Unamortized bond discount	(940,127)	-	(26,031)	(914,096)	-
Net bonds payable	<u>\$ 312,993,461</u>	<u>\$ -</u>	<u>\$ 9,734,629</u>	<u>\$ 303,258,832</u>	<u>\$ 9,980,000</u>

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 5: Long-term Liabilities - Continued

In September 2010, the Agency issued \$100,000,000 in General Obligation Facility Bonds, Taxable Series 2010A. Semi-annual interest payments began in December 2010. Annual principal payments began in December 2020 at amounts that range from \$2,440,000 to \$5,855,000 with the final maturity in December 2045. The bonds are Build America Bonds and, as such, the Agency has elected to receive a federal subsidy of 35 percent from the United States Department of Treasury (Treasury) for a portion of the interest payable on the bonds. The interest rates on the bonds range from 3.50 to 5.00 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.20 percent.

In December 2010, the Agency issued \$67,965,000 in General Obligation Facility Bonds, Taxable Series 2010B. Semi-annual interest payments began in June 2011. Annual principal payments began in December 2020 at amounts that range from \$2,440,000 to \$4,650,000 with the final maturity in December 2039. The bonds are direct pay Build America Bonds, with a federal subsidy of 35 percent from the Treasury for a portion of the interest payable on the bonds. The interest rates on the bonds range from 4.00 to 6.00 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.73 percent.

In December 2010, the Agency issued \$32,035,000 in General Obligation Recovery Zone Economic Development Bonds, Taxable Series 2010C. Semi-annual interest payments began in June 2011. Annual principal payments begin in December 2040 at amounts that range from \$4,865,000 to \$5,855,000 with the final maturity in December 2045. The bonds are direct pay General Obligation Recovery Zone Economic Development Bonds, with a federal subsidy of 45 percent from the Treasury for a portion of the interest payable on the bonds. The interest rate on the bonds is 6.75 percent prior to the federal subsidy. The federal subsidy reduces the true interest cost to approximately 3.79 percent.

In December 2013, the Agency issued \$28,175,000 in General Obligation Facility Bonds, Series 2013. Semi-annual interest payments began in June 2014. Annual principal payments began in December 2014 at amounts that range from \$540,000 to \$1,595,000 with the final maturity in December 2043. The interest rates on the bonds range from 2.00 to 5.00 percent.

In November 2019, the Agency issued \$100,000,000 of General Obligation Facility Refunding Bonds, Taxable Series 2019. The bond proceeds, together with other Agency funds, were used to provide for payment of the principal and interest on the \$100,000,000 outstanding General Obligation Facility Bonds, Series 2011, through the redemption date of December 15, 2021, and to redeem any remaining balance of the Series 2011 bonds on that redemption date. The refunding resulted in debt service savings of approximately \$26,858,000 and net present value savings of approximately \$21,042,000. The Series 2011 Bonds were called and completely redeemed during the year ended August 31, 2022. Annual principal payments began in December 2022 at amounts that range from \$3,890,000 to \$5,935,000 with the final maturity in December 2042. The interest rates on the bonds range from 2.375 to 3.25 percent.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 5: Long-term Liabilities - Continued

The Series 2010A, 2010B and 2010C bonds are callable at the option of the Agency in whole or in part at any time. The Series 2013 bonds are callable at the option of the Agency in whole or in part at any time on or after December 15, 2023. The Series 2019 bonds are callable at the option of the Agency in whole or in part at any time on or after December 15, 2029.

All bonds were issued to provide a portion of the funds necessary to pay the costs of constructing, equipping, furnishing, and financing the development of the West Haymarket facilities. The full faith and credit and the taxing powers of the City are pledged for the payment of the principal and interest on the bonds.

Annual requirements to pay principal and interest to maturity on outstanding debt is as follow:

Years Ending August 31	Principal	Interest	Interest Subsidy	Net Interest	Total Debt Service
2024	\$ 9,980,000	\$ 13,445,007	\$ (3,446,029)	\$ 9,998,978	\$ 19,978,978
2025	10,240,000	13,062,695	(3,572,334)	9,490,361	19,730,361
2026	10,485,000	12,670,795	(3,485,332)	9,185,463	19,670,463
2027	10,750,000	12,257,463	(3,391,370)	8,866,093	19,616,093
2028	11,050,000	11,821,476	(3,292,270)	8,529,206	19,579,206
2029-2033	60,715,000	52,162,794	(14,787,344)	37,375,450	98,090,450
2034-2038	71,285,000	38,278,087	(11,401,626)	26,876,461	98,161,461
2039-2043	83,930,000	20,676,921	(6,954,622)	13,722,299	97,652,299
2044-2046	35,425,000	3,067,682	(1,235,295)	1,832,387	37,257,387
	<u>\$ 303,860,000</u>	<u>\$ 177,442,920</u>	<u>\$ (51,566,222)</u>	<u>\$ 125,876,698</u>	<u>\$ 429,736,698</u>

The Series 2010A, 2010B and 2010C bonds were issued as direct pay Build America Bonds and General Obligation Recovery Zone Economic Development Bonds, respectively, in accordance with the American Recovery and Reinvestment Act of 2009, which allows the Agency to receive a U.S. Treasury subsidy equal to 35% and 45%, respectively, of the amount of interest payable on those bonds. Pursuant to the requirements of the Balanced Budget and Emergency Deficit Control Act of 1985, as amended, refund payments to certain state and local government filers claiming refundable credits under section 6341 of the Internal Revenue Code applicable to certain qualified bonds are subject to sequestration. The refund payments processed on or after October 1, 2020 and on or before September 30, 2030 will be reduced by sequestration rate of 5.7%.

The interest subsidy is reflected in the table above as the Agency expects to receive these payments throughout the term of the related Bonds. Future subsidy payments are contingent on federal regulations and are subject to change. The subsidy is reflected as intergovernmental revenue in the Statement of Activities.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 6: Leases

Lease Receivable – West Haymarket Station Lease

The Agency leases a portion of its property to a third party, the terms of which expire through 2047. Payments increase annually for inflation utilizing the Consumer Price Index for all Urban Consumers (CPI-U), as stated in the agreement. Revenue recognized under this lease contract totaled approximately \$48,000 for the year ended August 31, 2023, which includes both lease revenue and interest. This revenue is included within facility lease and other rent revenue on the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities.

Below is a schedule of future payments that are included in the measurement of the lease receivable:

<u>Year Ending August 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 24,456	\$ 15,949	\$ 40,405
2025	24,987	15,418	56,354
2026	25,529	14,876	40,405
2027	26,083	14,321	40,404
2028	26,650	13,755	40,405
2029-2033	142,184	59,841	202,024
2034-2038	158,306	43,719	202,025
2039-2043	176,255	25,769	202,024
2044-2048	148,547	6,338	154,885
	<u>\$ 752,997</u>	<u>\$ 209,986</u>	<u>\$ 978,931</u>

Note 7: Arena Lease and Operating Agreement

The City has entered into a Lease and Operating Agreement with the Board of Regents of the University of Nebraska (“UNL”) as of October 2011. The agreement is for the lease of the basketball space and other defined leased improvements within the sports/entertainment arena, for a term of 30 years commencing on September 1, 2013, with the option to extend the term for three additional periods of five years each. Under the terms of the agreement, UNL is to pay an annual lease payment to the City, who remits these payments to the Agency, which is initially \$750,000 and is adjusted for inflation on an annual basis beginning September 1, 2014. The agreement also provides for credits against this lease payment for the annual amount of turnback sales tax receipts the City receives from the sale of UNL basketball tickets, and a provision for lost concession revenue in an amount equal to \$300,000, which is adjusted for inflation on an annual basis beginning September 1, 2014. The net rent revenue for fiscal year 2023 was approximately \$417,000. As the credits against the lease payment for the annual amount of turnback sales tax receipts are variable and determined on an annual basis, the Agency is not able to determine the net future payments to be received and a lease receivable is not able to be measured for this agreement.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 7: Arena Lease and Operating Agreement - Continued

The Agreement also provides for UNL to receive a portion of the revenues related to certain premium seating arrangements at the Arena, based on seating type. The Agency paid approximately \$43,000 to UNL during 2023 for revenue sharing for premium seating. The suite and premium seating revenues shown in the statement of governmental fund revenues, expenditures and changes in fund balance/statement of activities are shown net of amounts owed to UNL under this provision of the Agreement.

Note 8: Contractual Arrangements

Naming Rights and Premium Seating

The Agency has entered into a Title Sponsorship Agreement with Pinnacle Bank for the exclusive naming rights for the sports/entertainment arena through August 2038. The agreement called for Pinnacle Bank to make annual payments of \$280,000 through fiscal year 2023, when the payments increased to \$563,333 annually. The agreement also provided Pinnacle Bank with the opportunity to pay a discounted amount by making a prepayment to the Agency. Pinnacle Bank has exercised this option and has made prepayments to the Agency totaling approximately \$6,700,000 of which approximately \$4,039,000 is included in unearned revenue. This amount is included in unearned revenue on the balance sheet at August 31, 2023 and will be recognized as revenue on a pro-rata basis over the remaining term of the agreement.

The Agency has entered into agreements with individuals and businesses for various premium seating arrangements. The agreements require an initial security deposit and annual installments from the individuals and businesses, with the option of prepayment, and have terms ranging between five and ten years. As of August 31, 2023, amounts collected by the Agency for premium seating arrangements for future years totaled approximately \$2,105,000, with approximately \$503,000 remaining to be collected for the contract period beginning September 1, 2023.

The Agency will recognize revenues in future periods related to premium seating agreements as follows:

	Annual Contract Period Beginning September 1,
2023	\$ 2,403,968
2024	2,373,077
2025	2,319,904
2026	2,090,598
2027	2,051,104
Thereafter	9,682,476
	\$ 20,921,127

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 8: Contractual Arrangements - Continued

Advertising and Sponsorship Agreement

The Agency had entered into an agreement with IMG College, LLC (“IMG”) which granted IMG the exclusive advertising and sponsorship rights at the sports/entertainment arena, for the period of September 1, 2013 through June 30, 2021. The agreement was amended for the period of July 1, 2021 through June 30, 2029, and also provided for a one-time contract signing bonus equal to \$1,124,293, to be paid in installments through July 1, 2023. The agreement requires IMG to make guaranteed annual payments to the Agency, and 50% of any gross collected cash revenue in excess of the revenue sharing threshold, as outlined in the agreement.

Payments totaling \$1,328,747 were received from IMG for the fiscal year ended August 31, 2023. The contracted schedule of remaining guaranteed annual payments and the revenue sharing threshold is shown below:

Annual Contract Period Beginning July 1,	Guaranteed Rights Fee	Revenue Sharing Threshold
2023	\$ 1,050,000	\$ 1,650,000
2024	1,050,000	1,650,000
2025	1,100,000	1,750,000
2026	1,100,000	1,750,000
2027	1,150,000	1,850,000
Thereafter	1,150,000	1,850,000

Note 9: Risk Management

The Agency is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; injuries to employees; and natural disasters. The Agency carries commercial insurance for risks of loss, including liability, property, pollution, errors and omissions, and workers’ compensation. The Agency has had no claims or judgments exceeding the policy limits.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 10: Related Party Transactions

City of Lincoln (City)

The City provides certain administrative services to the Agency for which the Agency pays fees to the City. These fees amounted to approximately \$1,045,000 for the year ended August 31, 2023. These charges are recorded as general government expenses in the statement of governmental fund revenues, expenditures and changes in fund balance and statement of activities.

During 2014, the Agency entered into a second Amended and Restated Facilities Agreement with the City, which clarified the responsibilities for operation and maintenance of certain infrastructure assets within the West Haymarket Development Project. With the exception of certain infrastructure assets, the agreement details that ownership of arena project assets, including the related parking facilities, will remain with the Agency until such time as no associated bonds are outstanding, at which time these assets will be conveyed to the City for the sum of one dollar and other good and valuable consideration.

During 2013, the Agency entered into a Parking Garage Management Agreement with the City for the operation, management and maintenance of three parking garages constructed by the Agency within the West Haymarket Development Project. Under the agreement, the Agency made payments to the City totaling approximately \$1,982,000 during fiscal year 2023 for the operation and maintenance of the Agency's parking garages.

As discussed in Note 1, the Agency is invested in the City of Lincoln, Nebraska's pooled cash and investment management system.

Note 11: Commitments

In October 2022, the Agency's board of representatives authorized a grant to the Lincoln Youth Complex in an amount not to exceed \$4,500,000 to reimburse the Lincoln Youth Complex for a portion of its costs to design and construct the Lincoln Youth Complex sports fields. The payments will be made over the course of three years, beginning in April 2023. As of August 31, 2023, the Agency has a remaining commitment of \$3,000,000 related to this grant.

West Haymarket Joint Public Agency
(A Component Unit of the City of Lincoln, Nebraska)
Notes to Financial Statements
August 31, 2023

Note 11: Commitments - Continued

Environmental Matters

In connection with the West Haymarket Development Project, the Agency is involved with the clean-up and remediation of several development sites relating to soil and groundwater contamination. This clean-up and remediation is performed as sites are developed, as the Agency has not been designated as a potentially responsible party (PRP or equivalent status) by any regulatory agency requiring the immediate clean-up of impacted areas. Although future costs may be incurred, it is not possible at this time to reasonably estimate the amount of any obligation for remediation activities because of uncertainties with respect to assessing the extent of the contamination or the applicable regulatory requirements. No liability has been recorded for potential future remediation activities as of August 31, 2023.



1248 O Street, Suite 1040 / Lincoln, NE 68508

P 402.473.7600 / F 402.473.7698

forvis.com

**Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

Independent Auditor's Report

Board of Representatives
West Haymarket Joint Public Agency
Lincoln, Nebraska

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities and the major fund of the West Haymarket Joint Public Agency (the Agency), a component unit of the City of Lincoln, Nebraska, as of and for the year ended August 31, 2023, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated December 20, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

FORVIS,LLP

Lincoln, Nebraska
December 20, 2023

RESOLUTION NO.

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

3 That the Unit Price Contract with American Fence Company for an amount not to exceed
4 \$3,931.44, to repair damaged decorative fencing at the north end of the Lincoln pedestrian bridge,
5 is hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
6 Representatives is hereby authorized to execute said Contract on behalf of the JPA, and is further
7 approved to be reimbursed by the West Haymarket Joint Public Agency Endowment Fund held by
8 Lincoln Parks and Recreation Foundation.

9 The City Clerk is directed to send a copy of this Resolution and Contract to Lyn Heaton,
10 JPA Treasurer and City Finance Director, to remit payment in the amount of \$3,931.44 to
11 American Fence Company and upon receipt of payment reimburse the West Haymarket Joint
12 Public Agency from the West Haymarket Joint Public Agency Endowment Fund in the amount of
13 \$3,931.44.

Adopted this _____ day of April, 2024.

Introduced by:

West Haymarket Joint Public Agency
Board of Representatives

Approved as to Form & Legality:

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

Billing
 West Haymarket Joint Public Agency
 c/o David Scheuler
 355 S 10th St.
 Lincoln, NE 68508

CITY OF LINCOLN, LANCASTER COUNTY, CITY OF LINCOLN-LANCASTER
 COUNTY PUBLIC BUILDING COMMISSION

UNIT PRICE QUOTATION

This Document Is Required For All Unit Price Projects

Fencing Services, Bid No 22-256

Date: 04/09/24

TO DEPARTMENT/AGENCY REPRESENTATIVE: Caleb Swanson, caleb@projectcontrol.com

PROJECT DESCRIPTION: PBA Lincoln Bridge Fence Repair

PROJECT LOCATION: 901 V St. Lincoln, NE 68508

FROM (CONTRACTOR): AMERICAN FENCE OF LINCOLN AWARD LEVEL: 3

Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column

TIME OF COMPLETION

Estimated Start Date	
Number of Working Days to Complete	

LABOR COST TABLE

CONTRACTOR	per hr. rate	Estimated # Hours	Estimated Total
First Fencing Crew with Truck & Basic Tools	\$27.50	20	550.00
Second Fencing Crew with Truck & Basic Tools	\$27.50	20	550.00
Third Fencing Crew with Truck & Basic Tools	\$27.50	20	550.00
Emergency Services	\$55.00		
TOTAL LABOR			1,650.00

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% of Markup	Estimated Total
Total Rental Equipment Costs	700.00	5%	735.00
Total Materials Cost	1,187.04	5%	1,246.44
Total Shipping/Freight Cost	300.00		300.00

SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)	COST	% of Markup	Estimated Total
Sub No. 1		5%	
Sub No. 2		5%	

TOTAL ESTIMATED COST -- NOT TO EXCEED: \$ 3,931.44 Exempt

FIRM: American Fence Company
 BY: Connor Goode
 ADDRESS: 3301 N 35th St.
 Lincoln, NE 68504

APPROVED BY: _____
 Department Agency/Rep
 PHONE NO: _____
 DATE: _____
 Billing Address: _____

Change Order #: _____
 Accepted: _____
 Not Accepted: _____

RESOLUTION NO.

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

3 That the attached Agreement for Engineering Services between the West Haymarket Joint
4 Public Agency and Olsson, Inc. for semi-annual inspections in accordance with the West
5 Haymarket Redevelopment Site North and South O & M Plans, and limited on-call soil sampling,
6 for a sum not to exceed \$13,000.00, is hereby approved and the Chairperson of the West
7 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said
8 Agreement.

Adopted this _____ day of April, 2024.

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

Tom Beckius

**WEST HAYMARKET JOINT PUBLIC AGENCY
AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT is entered into by and between the West Haymarket Joint Public Agency, hereinafter referred to as "WHJPA", and

Olsson, Inc.
601 P Street, Suite 200
Lincoln, NE 68508

(Engineer).

In consideration of the mutual covenants herein contained, WHJPA hereby agrees to contract with Engineer to perform engineering and related professional services hereinafter outlined in connection with

Semi-annual inspections in accordance with the West Haymarket Redevelopment Site (WHRS) North and South O&M Plans, and limited on-call soil sampling.

(Work).

SECTION I — SCOPE OF SERVICES

Engineer agrees to timely and professionally complete the Work described above and herein, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in the Scope of Services (Scope), attached hereto. Such Scope of Services may also be referred to as "the Work." To the extent that the Scope, Engineer's proposal, or any other attachment hereto is in conflict with this Agreement, this Agreement shall control.

SECTION II — COMPENSATION

For the services or Work covered by this Agreement, WHJPA agrees to pay Engineer as follows:

1. **Basic Services.** Engineer shall be paid the compensation set forth in the Scope attached hereto, plus all allowed actual expenses and the total of all fees and allowed actual expenses shall not exceed \$13,000 _____ without written consent of WHJPA. WHJPA is not responsible for fees or expenses incurred prior to full and complete execution of this Agreement unless otherwise agreed to by WHJPA.
2. **Additional Services or Change in Scope.** WHJPA may from time to time, require additional services or change in Scope. Such services, including the amount of compensation for such services, which are mutually agreed upon by and between WHJPA and Engineer, shall be effective when incorporated by written amendments to this Agreement. Additional services or change in Scope shall not begin until the amendment is executed.
3. **Cost Overruns.** Engineer is responsible for determining if the actual fees or expenses will exceed the maximum amount stated above. If at any time during the Work, Engineer determines that the fees or expenses will exceed, or have exceeded the maximum amount stated above, Engineer must immediately notify WHJPA in writing and describe which fees

or expenses are causing the overrun and the reason. Engineer must also estimate the additional fees or expenses needed to complete the Work. WHJPA will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of the Work needs to be modified or terminated. An amendment will be prepared if cost overruns are authorized by WHJPA.

4. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties unless otherwise set forth in the Scope of Work and shall continue until completion of all obligations of this Agreement, but in no event longer than February 1, 2025, unless approved extensions are issued by written amendment.

5. **Invoices.** Unless otherwise set forth in the attachments, invoices shall be payable as follows:

- Monthly
- Lump Sum
- Other: _____

Invoices must present activities of Engineer and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope or Fee Schedule, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to WHJPA.

6. **Progress Reports.** Invoices shall be substantiated by written progress reports which indicate the percentage of the Work completed or other metrics of progress agreed to or reasonably requested by WHJPA or as set forth in the proposal or Scope. A written progress report shall be provided to WHJPA each month in which Work is done by Engineer. Engineer shall provide a progress report within a reasonable time after a request for such report by WHJPA, separate and apart from the billing process.

7. **Payment.** WHJPA shall pay Engineer within thirty (30) days of approval of Engineer's invoices. WHJPA may reject all or part of any invoice for any reasonable cause. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the Work and whether WHJPA determines that the Work is satisfactory. Upon determination that the Work was adequately substantiated and satisfactory, payment will be made in the amount of one hundred percent (100%) of the billed actual costs and hourly fees. After Engineer has completed all Work required under this Agreement, a final invoice shall be submitted to WHJPA. Upon acceptance of the Work by WHJPA and final payment is made, an audit of all invoiced amounts may be completed by WHJPA or its authorized representative.

8. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to WHJPA for all claims and liability of Engineer, its representatives, and assigns, for any and all things done, furnished, or relating to the services and Work rendered by or in connection with this Agreement or any part thereof. Engineer agrees to reimburse WHJPA for any overpayments.

SECTION III — WHJPA'S RESPONSIBILITIES

If available, WHJPA will furnish, as required for the Work and not at the expense of Engineer, the following items:

1. Property, boundary, easement, right-of-way, utility surveys, and property descriptions when such information is required.
2. All maps, drawings, records, audits, annual reports, and other data that are available in the files of WHJPA and which may be useful in the Work involved under this Agreement, including existing surveys, maps, and boring information for the site. Engineer must identify and specifically request available information by itemized written request with sufficient detail to identify existing documents. WHJPA does not warrant or represent that such information is accurate or complete with regard to the Work.
3. Access to public and private property, as necessary, when required in conduct of field investigations.
4. Charges for review of drawings and specifications by governmental agencies required for concurrence or permits, if any.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

1. **Termination of Agreement.** Termination may occur for any of the following reasons:
 - a) This Agreement may be terminated by WHJPA or Engineer if the other party fails to adequately perform any material obligation required by this Agreement (Default). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b) WHJPA may terminate this Agreement, in whole or part, for any reason for WHJPA's own convenience upon at least ten (10) calendar days' written notice to Engineer.
 - c) WHJPA may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of WHJPA. In the event of unavailability of funds to pay any amounts due under this Agreement, WHJPA shall immediately notify Engineer, and this Agreement shall terminate without penalty or expense to WHJPA. Upon termination, WHJPA shall pay Engineer for any approved and documented Work completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
 - d) If the Agreement is terminated by WHJPA as provided in (b) or (c) above, Engineer shall be paid for all Work performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under the compensation section above, up until the date of termination. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination.
 - e) Engineer agrees that, upon termination as provided in this section (a) above, Engineer shall not be employed by any developer or other party who is or may be interested in the Work, without prior written approval of WHJPA.

- f) WHJPA reserves the right to withhold payment for Work rendered that is not in compliance with this Agreement or setoff against payments due.
2. **Project Representatives.** Ernesto Castillo will act as WHJPA's Authorized Representative for the Work and Jackie Morrissey will act as Engineer's authorized representative. Engineer's authorized representative shall have direct and responsible charge for timely completing Engineer's responsibilities. All changes and other matters requiring decisions on the part of WHJPA will be administered and directed by WHJPA's authorized representative.
 3. **Cost Estimates.** Engineer represents that construction estimates are done according to the Scope and shall comply with the current applicable City of Lincoln Standard Specifications for Municipal Construction, using unit prices where possible. Engineer does not warrant that contractor bids will be acceptable to WHJPA.
 4. **Signatures and Approvals.** All submittals by Engineer shall be complete for project purposes and include all required seals, signatures, and approvals.
 5. **Construction Phase Changes.** All design changes made during construction must be approved by WHJPA in writing.
 6. **Advisory Capacity for Disputes.** In disputes between WHJPA and any other party, Engineer shall advise WHJPA on issues concerning the Work.
 7. **Ownership of Drawings and Specifications.** Upon termination or final payment, drawings, specifications, electronic files, and other work product or deliverables (information) shall become the property of WHJPA as soon as payment for the same has been completed or termination has been affected. Engineer may retain copies of all information for its records and use if it so desires. In the event WHJPA elects to use portions of or all of the information contained in the documents prepared for the Work, for any purpose other than the specific purpose for which they were prepared, WHJPA agrees to hold harmless and indemnify Engineer for and against any and all liability in any manner whatsoever arising out of the utilization of such information.
 8. **Engineer's Supervision; Seal.** All required Work shall be performed under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. Engineer also hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.
 9. **Independent Contractor.** WHJPA is interested only in the results produced by this Agreement. Engineer has sole and exclusive charge and control of the manner and means of performance. Engineer shall perform as an independent contractor, and it is expressly understood that neither Engineer nor any of its staff are employees of WHJPA and are not entitled to any WHJPA benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, injury leave, or other leave provisions.

10. **Fair Employment.** Engineer shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, Neb. Rev. Stat. § 48-1122, as amended, or such similar federal law as may be applicable.
11. **Fair Labor Standards.** Engineer shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
12. **Insurance; Coverage.** Engineer, prior to beginning the Work, agrees to WHJPA's Insurance requirements and shall provide proof of insurance coverage in a form satisfactory to WHJPA, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the INSURANCE REQUIREMENTS FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION AGREEMENTS, attached and incorporated herein.
13. **Indemnification.** To the fullest extent permitted by law the Engineer shall indemnify, defend, and hold harmless the WHJPA and its elected officials, officers, agents, 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 Engineer, 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 Engineer 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.
14. **Sovereign Immunity.** Nothing in this Agreement shall be construed to waive the sovereign immunity of WHJPA.
15. **Copyrights, Royalties, and Patents; Warranty.**
 - a) Without exception, Engineer represents and warrants that the consideration for this Agreement includes Engineer's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Work provided herein by Engineer pursuant to this Agreement. Further, Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Work have been duly licensed or authorized by the appropriate parties for such use. Engineer agrees to furnish WHJPA upon demand written documentation of such license or authorization and if unable to do so, Engineer agrees that WHJPA may withhold

a reasonable amount from Engineer's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

- b) Engineer shall indemnify WHJPA and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Engineer has used in the course of performing this Agreement.
- c) Engineer represents and warrants to WHJPA that it is free to enter into this Agreement and that the performance thereunder will not conflict with any other Agreement to which Engineer may be a party. Engineer represents and warrants to WHJPA that the Work is unique and original, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
- d) Engineer agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Engineer without express written consent of WHJPA. WHJPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as WHJPA deems appropriate. Engineer warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for WHJPA's use.

16. **Engineer's Standard of Care.** In providing the Work under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting the standard set forth herein. Engineer further agrees that the Work provided shall conform to the requirements of this Agreement.
17. **Compliance with Law.** Engineer shall comply with all Federal, State, and local laws, rules, and regulations applicable to the Work, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to the Work.
18. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.
19. **Integration; Amendment; Assignment; Severability; Waiver.** This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement signed by both parties. Any assignment or transfer of any of the Work to be performed by Engineer is hereby prohibited unless prior written consent of WHJPA is obtained. This Agreement shall be binding upon the successors and assigns of the parties

hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement, and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either party to enforce any section of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every section of this Agreement.

20. **Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Engineer's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement or for such time period as provided in the Work. Such materials must be available for inspection by WHJPA, City, State, FHWA, or any authorized representative of the state or federal governments and, when requested, Engineer shall furnish copies.
21. **Federal Immigration Verification.** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. Engineer 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. §1324b. Engineer shall require any sub-agreement or to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.
 - a) **Attestation Form.** If Engineer is an individual or sole proprietor, Engineer agrees to complete the United States Citizenship Attestation Form as provided by WHJPA and attach it to the Agreement.
 - b) **Public Benefits Eligibility Status Check.** If Engineer is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Engineer agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, Engineer shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at WHJPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

22. **Living Wage.** If the compensation for the Work provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance Chapter 2.81 of the Lincoln Municipal Code. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Engineer shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Living Wage Ordinance, WHJPA shall have authority to terminate this Agreement and to seek other remedies for violation of this ordinance.

23. **Records Retention.** Unless WHJPA specifies in writing a different period of time, Engineer agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. See City of Lincoln Records Retention Schedule. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

24. **Document Control Clause.** The Agreement includes the following documents in order of priority:

- a) Addendums, Amendments, or Change Orders (if any) to the Scope of Services, Schedule, Fee or this Agreement;
- b) Scope of Services, Schedule, and Fee;
- c) Insurance Requirements, Certificates, and Endorsements;
- d) _____
- e) _____

For Agreement documents submitted prior to execution, if terms and conditions therein conflict with other Agreement documents, those Agreement documents with the date closest to the date of execution of this Agreement shall control.

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

IN WITNESS WHEREOF, WHJPA and Engineer do hereby execute this Agreement as of the date of execution set forth below.

**WEST HAYMARKET JOINT PUBLIC
AGENCY**

Date: _____

By: _____
Leirion Gaylor Baird, Chair

ENGINEER

Date: March 15, 2024

By: Jason Byler

Digitally signed by Jason Byler
DN: C=US, E=jbyler@olsson.com,
O=Olsson, CN=Jason Byler
Date: 2024.03.15 08:04:03-05'00'

Name: Jason Byler

Title: Project Manager



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.67/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Market Leader	\$ 384.00
Geography/Discipline Leader	\$ 375.00
Sector Leader	\$ 333.00
Technical Expert/Sr Project Manager	\$ 290.00
Client Relationship Manager	\$ 290.00
Senior Team Leader	\$ 273.00
Group Leader	\$ 239.00
Client Manager/Project Manager	\$ 239.00
Associate Project Manager	\$ 222.00
Lead Engineer	\$ 239.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 188.00
Engineer	\$ 162.00
Associate Engineer	\$ 142.00
Assistant Engineer	\$ 126.00
Lead Scientist	\$ 215.00
Senior Scientist	\$ 188.00
Project Scientist	\$ 155.00
Scientist	\$ 131.00
Associate Scientist	\$ 116.00
Assistant Scientist	\$ 101.00
Lead Planner	\$ 218.00
Senior Planner	\$ 193.00
Project Planner	\$ 159.00
Planner	\$ 138.00
Associate Planner	\$ 119.00
Assistant Planner	\$ 102.00
Lead Landscape Architect	\$ 218.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 160.00
Landscape Architect	\$ 140.00
Associate Landscape Designer	\$ 121.00
Assistant Landscape Designer	\$ 106.00
Commissioning Manager/Technical Manager	\$ 242.00
Commissioning Agent	\$ 213.00
Commissioning Senior Technician	\$ 181.00
Commissioning Associate Technician	\$ 155.00
Commissioning Assistant Technician	\$ 128.00
Design Manager/Technical Manager	\$ 176.00
Design Associate	\$ 141.00
Senior Technician	\$ 114.00
Associate Technician	\$ 97.00
Assistant Technician	\$ 84.00

2024 Olsson Billing Rate Schedule
Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
GIS Specialist	\$ 173.00
Senior Systems Specialist	\$ 190.00
Stormwater Compliance Leader/Specialist	\$ 197.00
Stormwater Compliance Speclst/Sr Coord	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00
Public Engagement Specialist	\$ 134.00
Public Engagement Senior Coordinator	\$ 134.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Administrative Senior Specialist/Leader	\$ 140.00
Project Senior Coordinator	\$ 132.00
Administrative Senior Coordinator	\$ 107.00
Project Coordinator	\$ 100.00
Administrative Coordinator	\$ 85.00
Administrative Assistant	\$ 72.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction Administration, Drilling, and Special Inspections/NDT/Materials Testing will be provided as Appendices, as needed.

SCOPE OF SERVICES

Project Owner: West Haymarket Joint Public Agency
Consultant: Olsson, Inc.
Project Name: WHRS O&M
Date: March 5, 2024

Project Description

WHRS Consulting Services

Phase 803. 2024 Operations and Maintenance Inspections and On-Call Soil Sampling

Operations and Maintenance Inspections

- Complete the Spring and Fall 2024 semi-annual inspections as required in the West Haymarket Redevelopment Site North (WHRSN) Operations and Maintenance (O&M) Plan (October 2015) and the West Haymarket Redevelopment Site South (WHRS) O&M Plan (August 2018).
- Olsson will complete this task with the following project understanding:
 - Up to two semi-annual inspections will be completed.
 - No more than one site visit per semi-annual inspection
 - Olsson is not implementing repairs.
 - Olsson is not conducting follow up documentation that repairs have been completed.
 - Two deliverables for North and South Areas consistent with previous years.

On-Call Soil Sampling

- Olsson will provide on-call soil sampling services for up to 12 hours of fieldwork and up to 6 soil samples analyzed for up to TCLP RCRA Metals, VOCs, SVOC, PAHs, and/or total PCBs. Assumes Olsson would be notified at least two weeks prior to collecting samples.
- Up to two site visits
- Standard laboratory data turnaround time of approximately 10 business days.
- Brief comparison of data results to special waste disposal requirements.

ENVIRONMENTAL EQUIPMENT BILLING RATE SCHEDULE

Rate Description	Unit	2024 Billing Rate
2" Weighted Disposable Bailer	Each	\$ 25.00
Generator	Day	\$ 125.00
QED Bladder pump control/compressor	Day	\$ 250.00
Water Quality Meter and Flow Cell	Day	\$ 275.00
pH, conductivity and temperature probe	Day	\$ 30.00
Grundfos (Redi-Flo 2 and Control Box)	Day	\$ 175.00
Soil Sampling Supplies	Sample	\$ 10.00
Groundwater Sampling Supplies	Sample	\$ 30.00
Surface Water Sampler	Day	\$ 50.00
Composite Sampling Supplies	Sample	\$ 20.00
Oil/Water Interface Probe	Day	\$ 65.00
Water Level Indicator (Solinist Model 101)	Day	\$ 40.00
Photo Ionization Detector	Day	\$ 125.00
Hand Held Sub-Meter GPS	Day	\$ 190.00
Water Filter (0.45 micron, disposable)	Day	\$ 35.00
Sub-Slab Vapor Pins	Sample	\$ 75.00
Helium Shroud	Sample	\$ 150.00
Hand Auger	Day	\$ 60.00
Drill with Augers, Hand Auger, Probe	Day	\$ 375.00
Hammer Drill and Bits	Day	\$ 150.00
Disposal soil gas tip	EA	\$ 80.00
Metal Detector	Day	\$ 100.00
Digital Camera	Day	\$ 35.00

*Rates escalate 5% per year

RESOLUTION NO.

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

3 That the attached Consultant Agreement between the West Haymarket Joint Public Agency
4 and Five Nines Technology Group, Inc. for network hardware replacement services at Pinnacle
5 Bank Arena for an amount not to exceed \$32,602.61 is hereby approved and the Chairperson of
6 the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
7 said Consultant Agreement.

Adopted this ____ day of April, 2024.

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

Tom Beckius

**WEST HAYMARKET JOINT PUBLIC AGENCY
CONSULTANT AGREEMENT**

THIS CONSULTANT AGREEMENT (Agreement) is entered into by and between the West Haymarket Joint Public Agency, hereinafter referred to as “WHJPA”, and

Five Nines Technology Group, Inc.
5617 Thompson Creek Blvd.
Lincoln, NE 68516

hereinafter referred to as “Consultant”.

RECITALS

WHEREAS, WHJPA proposes to engage Consultant in accordance with the terms and conditions set forth herein to render professional assistance in:

Network Hardware Replacements for the Pinnacle Bank Arena

(Work) and;

WHEREAS, Consultant possesses certain skills, experience, education, and competency to perform the Work on behalf of WHJPA, and WHJPA desires to engage Consultant for such Work on the terms herein provided; and

WHEREAS, Consultant hereby represents that Consultant is willing and able to perform the Work in accordance with the proposed Work submitted with this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals and the mutual obligations of the parties hereto, the parties hereto agree as follows:

1. **Contract Administrators.** Ryan Weiss, of ASM Global, shall be WHJPA’s representative for the purposes of administering this Agreement and shall have authority on behalf of WHJPA to give approvals under this Agreement. Lindsey Branstetter, Consultant’s representative will supervise all services and be in charge of performance of the Work as set forth in this Agreement.
2. **Scope of Services.** Consultant agrees to timely and professionally complete the Work described above and herein, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in the Scope of Services (Scope), attached hereto. Such Scope of Services may also be referred to as “the Work.” To the extent that the Scope, Consultant’s proposal, or any other attachment hereto is in conflict with this Agreement, this Agreement shall control.

3. **Additional Services or Change in Scope.** WHJPA may from time to time, require additional services, not set forth in the Scope, from Consultant including but not limited to, special reports, graphics, attendance at meetings, or presentations. Such services, including the amount of compensation for such additional services, which are mutually agreed upon by and between WHJPA and Consultant shall be effective when incorporated in written amendments to this Agreement. Additional services shall not be compensated or expenses reimbursed until the amendment is executed.
4. **Term of Agreement.** The term of this Agreement shall commence and is deemed effective on the date of execution below by the Chair of the WHJPA, and shall continue until completion of all obligations of this Agreement, but in no event longer than August 30, 2024, unless approved extensions/renewals are issued by written amendment.
5. **Compensation.** WHJPA agrees to pay Consultant for the Work set forth in the attachments a sum not to exceed Thirty-Two Thousand Six Hundred Two Dollars and Sixty-One Cents (\$32,602.61). Unless otherwise set forth in the attachments, invoices shall be payable as follows:
 - Monthly
 - Lump Sum
 - Other: as per scope of work attached.Invoices must present approved and allowable activities of Consultant and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope or Fee Schedule, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to WHJPA.
6. **Cost Overruns.** Consultant is responsible for determining if the actual fees or expenses will exceed the maximum amount stated above. If at any time during the Work, Consultant determines that the fees or expenses will exceed, or have exceeded the maximum amount stated above, Consultant must immediately notify WHJPA in writing and describe which fees or expenses are causing the overrun and the reason. Consultant must also estimate the additional fees or expenses needed to complete the Work. WHJPA will then determine if the maximum amount is to be increased, remain the same, or determine if the Scope of the Work needs to be modified or terminated. An amendment will be executed if cost overruns are authorized by WHJPA.
7. **Remaining Work.** At or before sixty (60) days prior to expiration of this Agreement, Consultant shall provide a written communication to WHJPA identifying Work still to be done, whether sufficient funds remain in the Agreement to complete the Work, and anticipated changes in Scope of Work so that the parties can determine whether or if the term of the Agreement should be extended. WHJPA may waive this requirement.
8. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to WHJPA for all claims and liability of Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services and Work rendered by or in connection with this Agreement or any part thereof. Consultant agrees to reimburse WHJPA for any overpayments.

9. **Services; Confidentiality.** All services, including reports, opinions, and information to be furnished under this Agreement, shall be considered confidential and shall not be divulged by the Consultant, in whole or in part, to any person other than to duly authorized representatives of WHJPA, without the prior written approval of WHJPA. The parties understand that WHJPA is a governmental entity and may be required to disclose information to the extent required by law or by order of a court of competent jurisdiction or other government entity. Any party may avail itself of any remedy allowed by law to respond or object to the disclosure. The provisions in this section shall survive any termination of this Agreement.
10. **City Employees; Raiding Prohibited.** No present or former officer or employee of the City may participate or be engaged to assist in services, including professional services, directly or indirectly to the Consultant for work covered by this Agreement for a period of six months after separation from the City pursuant to Lincoln Municipal Code § 2.54.050.
11. **Assignment.** Consultant shall not assign any interest in this Agreement, except for the work of the subcontractors identified in this Agreement, delegate any duties or work required under this Agreement, or transfer any interest in the same (whether by assignment or novation), without an executed amendment thereto; provided, however, that claims for money due or to become due to Consultant from WHJPA under this Agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to WHJPA.
12. **Interest of Consultant.** Consultant agrees that Consultant presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work required to be performed under this Agreement. Consultant further agrees that, in the performance of this Agreement, no person having any such interest shall be employed or retained by Consultant under this Agreement.
13. **Termination of Agreement.** Termination may occur for any of the following reasons:
- a) This Agreement may be terminated by WHJPA or Consultant if the other party fails to adequately perform any material obligation required by this Agreement (Default). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b) WHJPA may terminate this Agreement, in whole or part, for any reason for WHJPA's own convenience upon at least ten (10) calendar days written notice to Consultant.
 - c) WHJPA may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of WHJPA. In the event of unavailability of funds to pay any amounts due under this Agreement, WHJPA shall immediately notify Consultant, and this Agreement shall terminate without penalty or expense to WHJPA. Upon termination, WHJPA shall pay Consultant for any approved and documented Work completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

- d) If the Agreement is terminated by WHJPA as provided in (b) or (c) above, Consultant shall be paid for all Work performed, and reimbursable expenses incurred, not to exceed the maximum amount payable under the compensation section above, up until the date of termination. Consultant hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination.
- e) Consultant agrees that, upon termination as provided in this section, Consultant shall not be employed by any developer or other party who is or may be interested in the Work for one (1) year after such termination, without prior approval of WHJPA.
- f) WHJPA reserves the right to withhold payment for Work rendered that is not in compliance with this Agreement.

14. **Independent Contractor.** WHJPA is interested only in the results produced by this Agreement. Consultant has sole and exclusive charge and control of the manner and means of performance. Consultant shall perform as an independent contractor, and it is expressly understood that neither Consultant nor any of its staff are employees of WHJPA and are not entitled to any WHJPA benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, injury leave, or other leave provisions.

15. **Fair Employment.** Consultant shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, Neb. Rev. Stat. § 48-1122, as amended, or such similar federal law as may be applicable.

16. **Fair Labor Standards.** Consultant shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.

17. **Insurance; Coverage.** Consultant, prior to beginning the Work, shall provide proof of insurance coverage in a form satisfactory to WHJPA, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the INSURANCE REQUIREMENTS FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION CONTRACTS, attached and incorporated herein.

18. **Indemnification.** To the fullest extent permitted by law the Consultant shall indemnify, defend, and hold harmless WHJPA, 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 Consultant, 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 Consultant 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.

19. **Sovereign Immunity.** Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the sovereign immunity of WHJPA.
20. **Copyrights, Royalties, and Patents; Warranty.** Without exception, Consultant represents and warrants that the consideration for this Agreement includes Consultant's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Work provided herein by Consultant pursuant to this Agreement. Further, Consultant shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Consultant represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Work have been duly licensed or authorized by the appropriate parties for such use. Consultant agrees to furnish WHJPA upon demand written documentation of such license or authorization and if unable to do so, Consultant agrees that WHJPA may withhold a reasonable amount from Consultant's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.
 - a) Consultant shall indemnify WHJPA and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Consultant has used in the course of performing this Agreement.
 - b) Consultant represents and warrants to WHJPA that it is free to enter into this Agreement and that the performance thereunder will not conflict with any other Agreement to which Consultant may be a party. Consultant represents and warrants to WHJPA that the Service provided is free and clear of any claims or encumbrances and does not infringe on the rights of any third parties.
 - c) Consultant agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement upon payment therefor by the WHJPA. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Consultant without express written consent of WHJPA. WHJPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as WHJPA deems appropriate. Consultant warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for WHJPA's use. In the event the Work or materials produced herein are substantially

modified without the consent of the Consultant or used in any project other than the Work or materials under this Agreement, the WHJPA shall indemnify and hold the Consultant harmless from liability to the extent that the modification or use on a different project is the cause of the liability, including defense costs.

21. **Consultant's Standard of Care.** In providing the Work under this Agreement, Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct those services not meeting the standard set forth herein. Consultant further agrees that the Work provided shall conform to the requirements of this Agreement.
22. **Notice.** Any notice, requests, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given if personally delivered on the other party by the party giving such notice, or mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight carrier, to the following addresses:
- | | |
|--|---|
| West Haymarket Joint Public Agency
Attention: Lincoln City Attorney
555 S. 10 th Street, Suite 300
Lincoln, NE 68508 | Five Nines Technology Group, Inc.
Attention: Lindsey Branstetter
5617 Thompson Creek Blvd.
Lincoln, NE 68516 |
|--|---|
23. **Compliance with Law.** Consultant shall comply with all Federal, State, and local laws, rules, and regulations applicable to the Work, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to the Work.
24. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.
25. **Integration; Amendment; Severability; Waiver.** This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. The recitals at the beginning of this Agreement are made a part hereof by this reference. This Agreement may be amended only by written agreement signed by both parties. This Agreement shall be binding upon the successors and assigns of the parties hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement, and invalidity of any section of this Agreement shall not invalidate any other section thereof. The failure of either party to enforce any section of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every section of this Agreement.
26. **Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and Consultant shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials

germane to this Agreement, as allowed by law. Consultant shall maintain, and also require that its sub-consultants/subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Consultant's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement. Such materials must be available for inspection by WHJPA, State, or any authorized representative of the state or federal governments and, when requested, Consultant shall furnish copies.

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

a) **Attestation Form.** If Consultant is an individual or sole proprietor, Consultant agrees to complete the United States Citizenship Attestation Form as provided by WHJPA and attach it to the Agreement.

b) **Public Benefits Eligibility Status Check.** If Consultant is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§4-108 through 4-114, Consultant agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Consultant agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, Consultant shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at WHJPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

28. **Living Wage.** If the compensation for the Work provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Consultant shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, WHJPA shall have authority to terminate this Agreement and to seek other remedies for violations of this ordinance.

29. **Records Retention.** Unless WHJPA specifies in writing a different period of time, Consultant agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this

Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. See City of Lincoln Records Retention Schedule. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

30. **Document Control Clause.** The Agreement includes the following documents in order of priority:
- a) Addendums, amendments, or change orders (if any) to the Scope of Services Schedule, Fee, or this Agreement (if any);
 - b) Scope of Services, schedule, and fees;
 - c) Insurance requirements, certificates, and endorsements;
 - d) _____
 - e) _____

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

IN WITNESS WHEREOF, Consultant and WHJPA do hereby execute this Agreement as of the date of execution set forth below.

WEST HAYMARKET JOINT PUBLIC AGENCY

Date: _____

By: _____
Leirion Gaylor Baird, Mayor

CONSULTANT

Date: 4/15/2024

By: Joel Friesen
Name: Joel Friesen
Title: CEO

CONTRACT INFORMATION

Buyer/ AP Agent: Sharon Mulder Bid/Quote Number: Consulting Agreement

Bid Title/Description: Network Hardware Replacements for PBA

AWARD & CONTRACT INFORMATION

P-Card Accepted Purchase Order Contract Renewal No. _____ other: Consulting Agreement

	Vendor 1	Vendor 2	Vendor 3
Vendor Name	Five Nines Technology Group		
Line items awarded			
Award/Renewal Amt. City	\$32,602.61		
Award/Renewal Amt. Co.			
Award/Renewal Amt. PBC			
Total Contract Amts	\$32,602.61		

Contract Type: Professional Services Contract Term _____ year(s) Contract Dates: Complete Aug. 30, 2024

One-Time P/O: Req# _____ w/option to renew for _____ add'l _____ year term(s)

Desired Delivery/Project Completion Date: _____

Authority: City Department Name & Contact: WHJPA for PBA, Ryan Weiss

County Department Name & Contact: _____

PBC Department Name & Contact: _____

Insurance Payment/Performance Bonds Form 13 Form 17 EO DO Resolution Ordinance

Attachments to include: _____

Account Number: _____

Additional Instructions:

To Be Completed By Administrative Staff:

Contract prepared by: _____ Smart No. _____

Executive Summary

Network Hardware Replacements

The intent of this project is to provide PBA with the design for an entire network refresh. This will include new firewalls, switches, and access points that will all be able to perform at the highest levels. Once the new network design is implemented, guests will be able to utilize a high-speed wireless connection seamlessly.

All network hardware, such as firewalls, switches, and routers, have a support life-cycle during which new updates, features, bug fixes, etc. are provided to licensed devices. This life-cycle typically last 5-7 years from the date of the product's initial release, with the end of this life-cycle being labeled as the product's Last Day of Support. When a product reaches the Last Date of Support, the vendor will no longer provide:

- Technical support for problems that may occur.
- Bug fixes for issues that are discovered and that may impact the stability and usability of the network hardware.
- Security fixes for vulnerabilities that are discovered and could make the network hardware vulnerable to security breaches.

Listed below are the Last Dates of Support for the networking devices within Pinnacle Bank Arena:

- ASA 5585 (firewall)- 5/31/2023
- ASA 5520 (firewall)- 9/30/2018
- WS-2960S (switches)- 11/30/2020
- CISCO2901 (routers)- 12/31/2022
- AIR-CAP3602 (access points)- 12/31/2021
- AIR-CT5508 (wireless controller)- 7/31/2023

Scope of Work

Five Nines will partner with SemFio Networks to design the next generation high-density Wi-Fi network for PBA.

The following will be included in this process:

- Perform a set of APoS (AP on a stick) measurements throughout the facility to gather real on-site signal measurements.
- Utilize Ekahau AI Pro to model the environment and predict the signal propagation.
- Produce an RF design of the entire arena including; Event level, main concourse, premium level, upper concourse level, top of seating and admin level. The area in scope spans across approximately 500,000 ft².

Produce a comprehensive scope of work detailing the replacement of all End of Support network infrastructure at PBA.

Networking hardware to include firewalls, switches, access points, and routers if it is determined this is still the best path forward for the arena.

Create a detailed bill of materials including all hardware needed to purchase.

Switching hardware to include:

- 5G capable switching to access points
- 10G backhaul switching to data center

Firewall hardware to include:

- 10G firewalling in high availability

Create a Network Diagram

Professional Services

Description	Price	Qty	Ext. Price
Project Labor	\$42,602.61	1	\$42,602.61
Partnership Discount	(\$10,000.00)	1	(\$10,000.00)
		Subtotal:	\$32,602.61

Network Consultation and Design

Pinnacle Bank Arena



Prepared by:

Five Nines Technology Group

Lindsey Branstetter

402-817-2630

lindsey.branstetter@gonines.com

Prepared for:

Pinnacle Bank Arena

Ryan Weiss

rweiss@pinnaclebankarena.com

Quote Information:

Quote #: 49474

Version: 1

Delivery Date: 02/26/2024

Expiration Date: 03/11/2024

One-Time Expense Summary

Description	Amount
Professional Services	\$32,602.61
Total:	\$32,602.61

Five Nines requires downpayment of 100% of products and 50% of labor, with the remaining 50% of labor due upon project completion. Termination of the managed services agreement with Five Nines will require customer to pay out the remainder of any agreements with third parties (including but not limited to Microsoft licensing, backup licensing, KnowBe4, Arctic Wolf). Pricing adjustments for third-party services are at the discretion of the vendor.



Signature, Client



Print, Client



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Cortney Moderacki	PHONE (A/C, No, Ext): (402) 434-7200	FAX (A/C, No): (402) 434-7272
	E-MAIL ADDRESS: cmoderacki@unicogroup.com		
INSURED Five Nines Technology Group, Inc. 5617 Thompson Creek Blvd. Lincoln NE 68516	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty of America		25674
	INSURER B : Travelers Indemnity of America		25666
	INSURER C : Travelers Property Casualty		36161
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 23-24 All+E&O+Cyber **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZLP15T48861	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1N160610-23-I5-G	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9K164026-23-I5	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-2H868694-23-I5	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability Errors & Omissions			ZPL15T4885A	06/30/2023	06/30/2024	Cyber Limit \$2,000,000 E&O Limit \$2,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. Business Auto includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The General Liability, Business Auto & Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. Additional Insured includes: West Haymarket Joint Public Agency.

CERTIFICATE HOLDER

CANCELLATION

West Haymarket Joint Public Agency c/o City Attorney 555 So. 10th Street Lincoln NE 68508	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A.** Non-Owned Watercraft - 75 Feet Long Or Less
- B.** Who Is An Insured - Unnamed Subsidiaries
- C.** Who Is An Insured - Employees - Supervisory Positions
- D.** Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies
- E.** Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
- F.** Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
- G.** Blanket Additional Insured - Broad Form Vendors
- H.** Blanket Additional Insured - Controlling Interest
- I.** Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers
- J.** Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises
- K.** Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations
- L.** Medical Payments - Increased Limit
- M.** Blanket Waiver Of Subrogation
- N.** Contractual Liability - Railroads
- O.** Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

- (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph **2.e.** of **SECTION II - WHO IS AN INSURED:**

e. Any person or organization that, with your express or implied

consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of

the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

COMMERCIAL GENERAL LIABILITY

contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless 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;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

COMMERCIAL GENERAL LIABILITY

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person,

and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV - **COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 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.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB-2H868694-23-I5-G**

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive

COMMERCIAL GENERAL LIABILITY

written notice of the claim or "suit" as soon as practicable.

- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover

such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV - Commercial General Liability Conditions.

RESOLUTION NO.

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

3 That Amendment No. 1 to the Real Property Agreement, approved on April 27, 2023 and
4 found at WH01368, between the West Haymarket Joint Public Agency and the City of Lincoln
5 attached hereto, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency
6 Board of Representatives is hereby authorized and directed to execute Amendment No. 1 to the Real
7 Property Agreement, plat, deed, and any other necessary or appropriate documents for closing or any
8 necessary or appropriate amendments thereto on behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of April, 2024.

Introduced by:

West Haymarket Joint Public Agency
Board of Representatives

Approved as to Form & Legality:

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

AMENDMENT NO. 1 TO REAL PROPERTY AGREEMENT

This Amendment No. 1 to Real Property Agreement (“Amendment”) is made and effective as of the date of execution of the last signing party by and between the **WEST HAYMARKET JOINT PUBLIC AGENCY (“JPA”)**, a joint public agency and political subdivision of the State of Nebraska, and **CITY OF LINCOLN, NEBRASKA (“CITY”)**, a municipal corporation and political subdivision of the State of Nebraska, and hereby amends the Real Property Agreement approved by Resolution No. WH01368 dated April 27, 2023 by JPA and by Ordinance No. 21465 dated April 15, 2023 by CITY (“Agreement”).

WHEREAS, after negotiations over several months with the REDEVELOPER over the Redevelopment Property in the West Haymarket Park 4th Addition, pursuant to the IFRP, CITY and REDEVELOPER made the decision to terminate the redevelopment project and such property is now contemplated to be a part of the greater South Haymarket Park in said addition; and

WHEREAS, the JPA has a history of supporting the South Haymarket Park with conveyances of JPA-owned land and wishes to provide further support for this important public park; and

WHEREAS, JPA and CITY therefore enter into this Amendment to address the purchase price anticipated to be paid to the JPA for the property and in order to facilitate the design, development, and construction of a high-amenity, urban park to serve as a catalyst for redevelopment in the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants and contingencies provided for herein, the parties agree to amend Paragraph 3 of the Agreement follows:

3. PURCHASE PRICE. CITY and JPA agree that enhancement of South Haymarket Park for the benefit of the public, through the incorporation of the Redevelopment Property into the park and its dedication for park purposes, is good consideration and that the purchase price for the transfer as contemplated by the Agreement be valued at One Dollar (\$1.00) and other valuable consideration as set forth herein.

The Agreement shall otherwise operate under the same terms and conditions as provided therein.

IN WITNESS WHEREOF, CITY and JPA have caused these presents to be executed as of the dates below indicated.

WEST HAYMARKET JOINT PUBLIC AGENCY (“JPA”),
a Nebraska political subdivision

By: _____
Leirion Gaylor Baird, Board Chair

DATE: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Leirion Gaylor Baird, the Board Chair of West Haymarket Joint Public Agency, on behalf of JPA.

(S E A L)

Notary Public

CITY OF LINCOLN, NEBRASKA (“CITY”),
a Nebraska political subdivision

By: _____
Leirion Gaylor Baird, Mayor

DATE: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Leirion Gaylor Baird, Mayor on behalf of the City of Lincoln, Nebraska.

(S E A L)

Notary Public

RESOLUTION NO.

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

3 That the attached Contract between the West Haymarket Joint Public Agency and Vasa
4 Construction for the West Haymarket Streetscape Expansion, for a total amount not to exceed
5 \$219,725.00, pursuant to Bid No. 24-084, is hereby approved and the Chairperson of the West
6 Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute said
7 Contract.

Adopted this _____ day of April, 2024.

Introduced by:

West Haymarket Joint Public Agency
Board of Representatives

Approved as to Form & Legality:

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

***West Haymarket Joint Public Agency
Lincoln, Nebraska***

**West Haymarket Streetscape Expansion
Bid No. 24-084**

**Vasa Construction
12100 S. 171st. Ct.
Bennet, NE 68516
402-782-2126**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between Vasa Construction, 12100 S. 171st Ct., Bennet, NE 68516, hereinafter called the 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:

West Haymarket Streetscape Expansion, Bid No. 24-084

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, 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 \$219,725.00.

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. The work included in this Contract shall begin as soon as possible from date of executed contract. The substantial completion date shall be August 16, 2024 with a final completion date being thirty (30) days following substantial completion.

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

1. Contract Agreements
2. Performance and Payment Bonds
3. Supplier Response
4. Addendum 2 (includes Addendum 1)
5. General Provisions
6. Streetscape Expansion Specifications
7. Streetscape Expansion Plans
8. PBA Event Schedule
9. Employee Classification Act, Executive Order 83319
10. Employee Classification Act Affidavit
11. Certified Statement
12. Insurance Requirements
13. Certificate of Insurance and Endorsements
14. Instructions to Bidders
15. Notice to Bidders
16. 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.

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

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

Vendor Signature Page

**CONTRACT
West Haymarket Streetscape Expansion
Bid No. 24-084
West Haymarket Joint Public Agency
Vasa Construction**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

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

West Haymarket Joint Public Agency Signature Page

**CONTRACT
West Haymarket Streetscape Expansion
Bid No. 24-084
West Haymarket Joint Public Agency
Vasa Construction**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

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

Approved Order No. _____

dated _____

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.

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

Prepared by the Engineers' Joint Contract Documents Committee

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

Vasa Construction
12100 S. 171st Ct.
Bennet, NE 68516

SURETY (Name and Principal
Place of Business):

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

CONSTRUCTION CONTRACT

Date:
Amount: \$219,725.00

Description (Name and Location):

For all labor, material and equipment necessary for: West Haymarket Streetscape Expansion, Bid No. 24-084

BOND

Date:
Amount: \$219,725.00
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Vasa Construction
12100 S. 171st Ct.
Bennet, NE 68516

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

Vasa Construction
12100 S. 171st Ct.
Bennet, NE 68516

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

CONSTRUCTION CONTRACT

Date: \$219,725.00
Amount:

Description (Name and Location):

For all labor, material and equipment necessary for: West Haymarket Streetscape Expansion, Bid No. 24-084

BOND

Date:
Amount: \$219,725.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal) Company:

(Corp. Seal)

Vasa Construction
12100 S. 171st Ct.
Bennet, NE 68516

Signature: _____
Name and Title:

Signature: _____
Name and Title:

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)

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

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

Pursuant to Neb. Rev. Stat. ' 77-1323, I, _____, do hereby certify that all equipment to be used on WHJPA Project/Bid No. 24-084, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this ____ day of _____, 2024.

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On _____, 2024, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

Notary Public

(SEAL)



24-084 Addendum 2

Vasa Construction

Supplier Response

Event Information

Number: 24-084 Addendum 2
Title: West Haymarket Streetscape Expansion
Type: Notice to Bidders
Issue Date: 3/24/2024
Deadline: 4/10/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

Vasa Construction Information

Contact: Aaron Vasa
Address: 12100 S 171st. Ct.
Bennet, NE 68516
Phone: (402) 782-2126
Fax: (402) 782-2286
Email: aaron@vasaconstruction.com

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

Dustin Eisenbarth

Signature

Submitted at 4/10/2024 01:48:48 PM (CT)

dustin@vasaconstruction.com

Email

Response Attachments

BID BOND.pdf

Bid Bond

Bid Attributes

1 Agreement to Addendum No. 2

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. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

- 1. Document "Canopy Park_Redline.pdf" is attached to this addendum as additional information regarding blends and patters of unit pavers to be utilized in specific areas.**
- 2. Question regarding staging is located in Questions tab.**

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Yes

2 Agreement to Addendum No. 1

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. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

- 1. The pre-bid meeting for this starts at 9:30 a.m., Tuesday, April 2nd located at Canopy and "O" Street.**

-

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Yes

3	<p>Instructions to Bidders</p> <p>I acknowledge reading and understanding the Instructions to Bidders.</p> <p><input checked="" type="checkbox"/> Yes</p>
4	<p>Insurance Requirements and Endorsements</p> <p>Vendor agrees to provide insurance coverage and comply with each provision listed in the Insurance Requirements form, including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required endorsements are required at time of contract execution by awarded vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.</p> <p><input checked="" type="checkbox"/> Yes</p>
5	<p>Draft Sample Contract</p> <p>I acknowledge reading and understanding the draft sample contract.</p> <p><input checked="" type="checkbox"/> Yes</p>
6	<p>Specifications</p> <p>I acknowledge reading and understanding the specifications.</p> <p><input checked="" type="checkbox"/> Yes</p>
7	<p>Drawings</p> <p>I acknowledge reading and understanding the Project Drawings.</p> <p><input checked="" type="checkbox"/> Yes</p>
8	<p>Contract Contact</p> <p>The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should 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 to be awarded.</p> <p style="border: 1px solid black; padding: 2px;">Dustin Eisenbarth, dustin@vasaconstruction.com, 402-937-5129</p>
9	<p>Bid Bond Submission - County</p> <p>I acknowledge and understand that my bid may 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 Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response. The original bond/check should 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.</p> <p style="border: 1px solid black; padding: 2px;">I have scanned and attached my bid bond.</p>
10	<p>Performance/Payment Bonds</p> <p>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.</p> <p><input checked="" type="checkbox"/> Yes</p>
11	<p>Standard Specifications for Municipal Construction</p> <p>I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: lincoln.ne.gov Standard Specifications for Municipal Construction</p> <p><input checked="" type="checkbox"/> Yes</p>

1 2	Assignment Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City. <input checked="" type="checkbox"/> Yes
--------	---

1 3	Employee Class Act Affidavit I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract. <input checked="" type="checkbox"/> Yes
--------	--

1 4	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. <input checked="" type="checkbox"/> Yes
--------	---

1 5	References I have attached my References on Company letterhead to the Response Attachment section of this bid. <input checked="" type="checkbox"/> Yes
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1 6	Solicitation Notification How did you learn about this solicitation? <input type="text" value="Ebid/Ionwave"/>
--------	---

1 7	Subcontractors to be Used on Project - Horizontal Construction Contractor must provide the company name for each subcontractor based on the corresponding number for work performed on this project. (Example: 1. Bill's Excavating). If a subcontractor will not be hired for a certain trade as listed herein, type NA in that space. If a subcontractor has not been determined type TBD in that space. <ol style="list-style-type: none">1. Excavating/Dirt Work/Grading:2. Hauling Services:3. Sidewalk Concrete Installation:4. Street Concrete or Asphalt Installation:5. Driveway Concrete Flat Work:6. Landscaping:7. Sprinkler System Installation or Repair:8. Electrical/Traffic Signals:9. Traffic Control:10. Boring:11. Others – Provide trade and company name for each: <u>Failure to provide the company name for each Subcontractor used on this project may result in rejection of bid as being non-responsive.</u> <table border="1" style="width: 100%;"><tr><td>1. Excavating/Dirt Work/Grading: Vasa Construction 2. Hauling Services: Vasa Const 3. Sidewalk Concrete Installation: Vasa Const 4. Street Concrete or Asphalt Installation: Vasa Const 5. Driveway Concrete Flat Work: Vasa Const 6. Landscaping: Eagle Nursery 7. Sprinkler System Installation or Repair: Vasa Const 8. Electrical/Traffic Signals: TBD 9. Traffic Control: Vasa Const</td></tr></table>	1. Excavating/Dirt Work/Grading: Vasa Construction 2. Hauling Services: Vasa Const 3. Sidewalk Concrete Installation: Vasa Const 4. Street Concrete or Asphalt Installation: Vasa Const 5. Driveway Concrete Flat Work: Vasa Const 6. Landscaping: Eagle Nursery 7. Sprinkler System Installation or Repair: Vasa Const 8. Electrical/Traffic Signals: TBD 9. Traffic Control: Vasa Const
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1 **U.S. Citizenship Attestation**

8 **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.

Yes

1 **Tax Exempt Certification Forms**

9 Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an 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

Bid Lines

1 West Haymarket Streetscape Expansion Project

Quantity: 1 UOM: Lump Sum Unit Price: \$219,725.00 Total: \$219,725.00

Item Notes: Shall include all costs for labor, supervision, materials, supplies, permits, licenses, and any other related costs required to perform the services requested in these Specifications and other bid documents.

Response Total: \$219,725.00

**WEST HAYMARKET JOINT PUBLIC AGENCY
GENERAL PROVISIONS
STREETSCAPE EXTENSION PROJECT ON THE WEST SIDE OF CANOPY STREET
BETWEEN N AND O STREETS.
RENOVATION
WEST HAYMARKET JPA, NEBRASKA**

1. GENERAL NOTICE

- 1.1 The West Haymarket JPA, hereinafter referred to as Owner, is 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: West side of Canopy Street between N and O Street, and in the parking lot beneath the Harris overpass to the west of Canopy Street, in the West Haymarket District of 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 Owner.
- 1.5 The Owner will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
 - 1.5.1 The Owner 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 Owner 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 Shaon Mulder, Assistant Purchasing Agent (smulder@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 Owner in the form of a contract amendment.
- 1.13 Progress payments may be made by the Owner through the Project Manager and Owner Representative for documented work completed during the project.
 - 1.13.1 At no time will the Owner 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/Owner Representative with retention amounts following the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans.
- 1.14 The Project Manager/Owner Representative for this project will be Brett Wasko – Project Control
- 1.15 A non-mandatory prebid meeting will be held at the time listed on the Ebid website. Prebid meeting will start at the Parking entrance under the overpass and north of Canopy Street Apartments.

2. CONTRACTOR INSURANCE

- 2.1 The awarded Vendor shall furnish the Owner 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 Owner 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 Owner 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/renovation services, and who cannot clearly demonstrate to the satisfaction of the Owner, 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 Owner 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 in the last five (5) years may not be required to provide such information unless requested by the Owner.
 - 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.
- 4.2 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. This shall include any necessary ROW, street use, sidewalk closure, parking closures, or street closure permits and/or fees required for the Vendor to complete its work.
- 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 Vendor will be responsible for protecting existing sidewalks, curbs and existing utilities and all adjacent facilities that are not specified for removal.
 - 5.6.1 Vendor will be held responsible for any damage or lost items during this process.
- 5.7 Vendor 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.
- 5.8 Vendor shall coordinate all site activities in such a manner to limit the impact to events in the area, including but not limited to events at Pinnacle Bank Arena, the Farmer's Market, events at the Railyard, and other events in the area.
 - 5.8.1 The current known Pinnacle Bank Arena event schedule is provided as an attachment to the bid documents for reference.
 - 5.8.2 The Lincoln Arts Festival will be held along Canopy Street on June 15th and 16th. No road closures, sidewalk closures, parking closures, or other ROW obstructions will be allowed to remain in place during this event. Any work installed leading up to this event must be in a condition to allow full public access to the area during the duration of the festival.
- 5.9 Vendor shall coordinate all site activities with other construction projects happening in the area, including but not limited to the projects below. All projects below are anticipated to occur along approximately the same or similar timelines as the Vendor's scope of work, and close coordination between projects will be required to maintain adequate pedestrian and vehicular access throughout the area.
 - 5.9.1 WHJPA Canopy Restoration project, occurring on the east side of Canopy Street between N and R Streets.
 - 5.9.2 The Pinnacle Bank Arena Ramp Renovation project, occurring in the south plaza of Pinnacle Bank Arena and up the pedestrian ramp to the east of the arena.
 - 5.9.3 The Woolam Facility Expansion, happening immediately to the south of Canopy and N Streets.
- 5.10 The parking lot underneath Harris Overpass is utilized by BNSF. Vendor shall coordinate all of its work, particularly that which affects the parking lot or lot access, with the BNSF roadmaster or his designee. Contact information will be provided to the successful Vendor.

6. PROJECT COMPLETION AND WARRANTY

- 6.1 Substantial completion of the project shall be August 16, 2024. 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 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 Owner 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 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 scheduled 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 general inspections will be conducted by the Project Manager, but these inspections are not intended to fulfill any required testing or inspection required by any AHJ or product supplier. Vendor shall be responsible for ensuring all required tests and inspections are completed as part of its scope of work.
- 10.2 The Contractor shall be responsible for contacting and coordinating with all necessary Authorities Having Jurisdiction regarding any and all inspections required by City, State and Federal Codes for this type of public improvement.

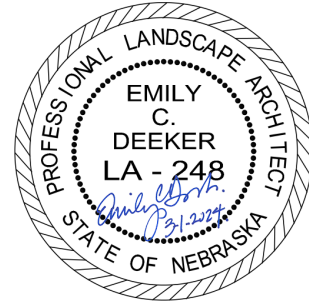
11. EVALUATION CRITERIA

- 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 shall 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 in 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.



SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to install plant material, preparation of soil, fine grading, planting, mulching, guying, pruning, watering, and the proper disposal of any excess earth or debris, all in accordance with the accompanying Drawings and these Specifications.

1.2 SECTION INCLUDES

- A. Plants.
- B. Landscape edgings.
- C. Top soil.
- D. Planting soil mix.
- E. Mulch.
- F. Weed preventative fabric.

1.3 RELATED SECTIONS

- A. Section 328400 – Planting Irrigation

1.4 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- C. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

1.5 ACTION SUBMITTALS

- A. Prior to delivery to the job site, contractor shall submit to the Owner or Landscape Architect the source and supplier of all plant material, fertilizer and mulch, and other materials along with the type of equipment to be used on this project.

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- B. Product Data: For each type of product.
- C. Samples of each type of mulch.

1.6 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Sample warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year.

1.8 QUALITY ASSURANCE

A. Regulatory Requirements

1. Comply with applicable requirements of Federal, State, and Local laws, regulations and codes having jurisdiction at the project site.
2. Contractor shall be responsible for certificates of inspection of plant material that may be required by Federal and Local authorities to accompany shipments of plants.

B. Reference Standards

1. "Standardized Plant Names" by the American Joint Committee of Horticultural Nomenclature.
2. "American Standard of Nursery Stock" by the American Association of Nurseryman.
3. American National Standards Institute (ANSI); Publication Z60.1.

C. Substitutions

1. Substitutions of plant material will not be permitted unless authorized in writing by Owner or Landscape Architect. If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract Price. Such proof shall be substantiated and submitted in writing to the Owner and Landscape Architect at least thirty (30) days prior to start of the work under this Section. These provisions shall not relieve the Contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

D. Condition and Source of Plants

1. Plants shall be subject to review and approval by the Owner or Landscape Architect upon delivery for conformity to Specifications. Such approvals shall not impair the right of review and rejection during progress of the Work. Submit written request for inspection of plant material at place of growth and quantity of plants to be inspected.

E. Coordination

1. Work in conjunction with other trades as directed, taking all reasonable precautions to avoid disturbance or interference with any other operation or installation on the site. Contractors shall be responsible for the cost of replacing any material damaged as a result of his/her negligence.

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- F. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 1. Pesticide Applicator: State licensed, commercial.
- G. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Storage of Materials
 - 1. All materials delivered to the job shall be stored so as to keep them in new condition and free from deterioration. Peat moss, fertilizer, etc., shall be stored in temporary sheds off-site at Contractor's expense.
- B. Packaged Materials
 - 1. Deliver packaged materials in unopened containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- C. Plant Material
 - 1. Plants shall not be delivered to the site until the corresponding beds are fully prepared. All shipments of nursery materials shall be thoroughly protected from the sun and from drying winds during transit. All plants which cannot be planted at once after delivery to the site of the work shall be well protected against the possibility of drying by wind and sun. Balls of earth on B&B plants shall be kept covered with soil or other acceptable material. All materials heeled-in on the property shall be adequately watered.
 - 2. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
 - 3. Handle planting stock by root ball.
 - 4. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.
 - 5. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
- D. Review of Stock
 - 1. All planting stock shall be inspected as required by Local, State, or Federal laws, and upon delivery at premises shall be subject to review by the Owner and/or Landscape Architect. All plant material is subject to rejection by the Owner and/or Landscape Architect either at time of delivery or after planting, provided it does not comply with the requirements stated herein. Any rejected stock shall be immediately removed from the premises and replaced with approved stock.

1.10 JOB CONDITIONS

- A. Examination of Site:

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1. The bidder must acknowledge that he has examined the site, Drawings and Specifications and the submission of a quotation shall be considered evidence that examinations have been made.
 - B. Field Conditions: The Contractor shall verify drawing dimensions with actual field conditions and inspect related work and adjacent surfaces. The Contractor shall report to the Landscape Architect all conditions which prevent proper execution of this work.
 - C. The Contractor shall determine the exact location of all existing utilities, structures, and geogrid reinforcement before commencing work. The Contractor shall conduct his work so as to prevent interruption of service or damage to them. The Contractor agrees to be fully responsible for any and all damage which might be occasioned by the Contractor's failure to exactly locate and preserve any and all utilities, structures, and geogrid reinforcement.
- 1.11 SEQUENCING AND SCHEDULING
- A. Planting Time: Proceed with and complete planting as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required.
 - B. Planting Dates:
 1. Trees, shrubs, and perennials shall be planted only when the ground is not frozen, snow covered, or in an otherwise unsuitable condition for planting. Spring planting shall generally occur between Feb 15 and May 31. Fall planting shall generally occur between September 1 and Dec 15.
- 1.12 MATERIALS CLEAN-UP
- A. The Contractor shall keep the premises free from rubbish and all debris associated with their work at all times and all unused materials and debris shall be removed from the site.
- 1.13 WARRANTY
- A. All plant material (trees, shrubs, etc.) and planting supplies (bark mulch, etc.) shall be warranted for a period of not less than one (1) year from the date of issuance of the letter of Substantial Completion.
 - B. All replacement stock shall be subject to the same warranty requirements as the original stock. Any damage due to replacement operations shall be repaired by the Contractor. At the end of the warranty period, inspections shall be made jointly by the Owner, Landscape Architect, and Contractor. All plants not in a healthy growing condition shall be removed and replaced with plants of a like kind and size before the close of the next planting season and before issuance of the letter of Final Completion.
 - C. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil shall be fertile, natural topsoil, typical of the locality. Stockpiled topsoil may be used. It shall be free of subsoil, slag, clay, stones, lumps, sticks, plants or their roots, toxic substances or other extraneous matter that may be harmful to plant growth or would interfere with future maintenance. Topsoil pH range shall be 6.0 to 7.0.

- B. Soil Testing:
 - 1. Onsite Topsoil – The Contractor shall be responsible for having onsite topsoil tested by the Local County Extension Office to determine the amounts of amendments needed to meet the desired pH, nutritional organic levels determined to be adequate for the area by the County Extension Agent. The Contractor shall submit topsoil tests to the Landscape Architect.
 - 2. Offsite Topsoil - The Contractor shall be responsible for having offsite imported topsoil tested by the Local County Extension Office to determine the amounts of amendments needed to meet the desired pH, nutritional organic levels determined to be adequate for the area by the County Extension Agent. The Contractor shall submit topsoil tests to the Landscape Architect.

- C. Soil Conditioners and Amendments:
 - 1. Aluminum sulfate shall be horticultural grade.
 - 2. Peat shall be a natural product of sphagnum peat (peat moss), derived from a fresh-water site conforming to ASTM D 2607 except as otherwise specified. Peat shall be shredded and conditioned in storage piles for at least 6 months after excavation.
 - 3. Sand shall be clean and free of toxic materials.
 - 4. Vermiculite shall be horticultural grade and free of any toxic materials.
 - 5. Rotted manure shall be unleached stable or cattle manure not less than 8 months or more than 2 years old, containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; and containing no chemicals or ingredients harmful to plants. The manure shall be heat treated to kill weed seeds.
 - 6. Rotted sawdust shall have 7.5 pounds of nitrogen added uniformly to each cubic yard and shall be free of chips, stones, sticks, soil, and toxic substances.
 - 7. Gypsum shall be 90 percent pure, free of any toxic materials, and at least 95 percent by weight shall pass a 4-mesh sieve.
 - 8. Other amendments as recommended by County Extension Agent.

- D. Treatment of Saline Soil: Saline soil shall be leached out by a controlled amount of water sufficient enough to leach the salts to a level below the root zone. Water used for this purpose shall have a low salt content.

2.2 PLANTING SOIL MIXTURE

- A. The “topsoil mixture” shall be composed of on-site or off-site topsoil and additional soil amendments appropriate for the location and plantings based on the soil test provided in the appendix.

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- B. The "planting soil mixture" for all planting pits shall be 80% topsoil mixture, 10% peat moss, and 10% well composted manure. Mix thoroughly for uniformity of texture and distribution before placing in pit.
- C. The "planter soil mixture" for all planters shall be 60% topsoil mixture, 10% peat moss, 10% well composted manure and 20% clean sand. Mix thoroughly for uniformity of texture and distribution before placing in planter.

2.3 PLANT STOCK

- A. Plant material shall be first quality stock and shall conform to the code of standards set forth in the current edition of the American Standards of Nursery Stock sponsored by the American Association for Nurserymen, Inc.
- B. Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Species and variety as specified on the Drawings and delivered to the site shall be certified true to their genus, species and variety and as defined within the current edition of "Standardized Plant Names" by the American Joint Committee of Horticultural Nomenclature.
- E. The Contractor shall facilitate inspection and identification by labeling of trees, shrubs, and perennials with a durable waterproof label and weather-resistant ink. Labels shall state the correct plant name and size as specified in the plant list of required plants. Labels shall be securely attached to plants and shall be legible for 60 days after delivery to the planting site. Wire identification tags shall not be used. Plants not labeled will be rejected. The Contractor shall remove all tags after the Landscape Architect's acceptance of the installation.
- F. Plants shall be nursery grown and shall be of varieties specified in the plant list bearing botanical names.
- G. Planting stock shall be well-branched and well formed, sound, vigorous, healthy, free from disease, sun-scale, windburn, abrasion, and harmful insects or insect eggs; and shall have healthy, normal unbroken root systems. Deciduous trees and shrubs shall be symmetrically developed, of uniform habit of growth, with straight trunks or stems, and free from objectionable disfigurements. Evergreen trees and shrubs shall have well-developed symmetrical tops with typical spread of branches for each particular species or variety. Evergreen trees and shrubs shall not be sheared. Plants shall have been grown under climatic conditions similar to those in the locality of the project. Deciduous plants shall be dug in a dormant stage only.
- H. Stock Sizes: All stock measurements - caliper, height, branching level, number of canes, ball sizes shall be in strict accordance with the latest edition of the American Standard for Nursery Stock, unless otherwise noted on the plans. Plants used on the project shall meet or exceed all minimum requirements indicated in the size, condition, and remarks sections of the planting legend on the plan sheets.

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- I. All stock shall be balled and burlapped or container grown stock. Bareroot stock of any kind is unacceptable.
- J. All plant material must be watered the same day it is planted to comply with these Specifications.
- K. All trees shall be staked and guyed as shown on Drawings.

2.4 FERTILIZER

- A. All fertilizers shall be horticultural grade complete formula fertilizers and shall conform to the applicable State Fertilizer Laws.
- B. Plant Stock: Fertilizer shall be "AGRIFORM" slow release fertilizer tablets. To be applied per manufacturer's specifications. Perennials areas: Fertilizer shall be applied at the same rate as the lawn areas.

2.5 MYCORRHIZAL

- A. All mycorrhizal shall be horticultural grade complete formula mycorrhizal and shall conform to the applicable State Mycorrhizal Laws.
- B. MYKE Pro Landscape Granular Mycorrhizal Inoculant
 - 1. Distributor: Subject to compliance with requirements, provide products by the following:
 - a. Arbor Valley Nursery, Brighton, CO, (303) 654-1682, ArborValleyNursery.com.
 - 2. For approved equal, reference specific written instructions from manufacturer.

2.6 MULCHES FOR PLANTINGS

- A. Hardwood Mulch: Mulch in all planters labeled as hardwood mulch shall be shredded double ground oak or dark hardwood mulch of its natural color. Cypress, or dyed or colored mulch is unacceptable. Bark shall be of a relative uniform particle size with a median size of one and one-half inches (1-1/2") and shall be free of sticks, stones, leaves and any other debris.
- B. Rock Mulch: Mulch in all open landscape beds labeled as rock mulch shall be 1.0" to 1.5" Mountain Granite Landscape Rock as supplied by Outdoor Solutions in Lincoln, NE, (402) 420-1477 or approved equal. Weed preventative fabric shall be included within rock areas.

2.7 WEED PREVENTATIVE FABRIC

- A. Place fabric below all rock mulch in plant beds. Fabric shall be a woven polypropylene, 3.5 to 4.0 ounce product.

2.8 EDGING

- A. Shrub bed edge separating wood and rock mulch areas shall be black powder coated 1/4" x 5" x 16' edging with 15" stakes as manufactured by Sure-Loc Steel Edging. or approved equal. 1.800.787.3562.

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2.9 TRUNK WRAPPING MATERIAL

A. Tree wrap products

1. Paper tree wrap shall be two thicknesses 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 1/3 percent. Twine for tying shall be a grafting cord.
2. 50% white wash latex paint. Product shall be submitted to Landscape Architect prior to contractor applying.

2.10 WATER

- A. Water shall not contain elements toxic to plant life. It shall be the Contractor's responsibility to obtain water to be used for watering of plant material.

2.11 ANTI-DESICCANT

- A. Anti-desiccant shall be an emulsion that will provide a film over plant surfaces permeable enough to permit transpiration, and not damage the plant.

2.12 HERBICIDES

- A. Herbicides used must comply with all applicable State and Federal laws and be registered with the U.S. Environmental Protection Agency.
1. Herbicide control shall be: Pre-emergence application of "Dacthal" or equivalent applied according to manufacturer's recommendations and incorporated into soil as specified. Herbicide shall be in dry/pellet form.
 2. Post-emergence application of "Roundup" or equivalent, applied as specified by manufacturer. Use with extreme care to avoid contact with landscape plantings.

2.13 PESTICIDES

- A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.1 GENERAL PREPARATION

A. Clearing

1. All planting bed areas are to be cleared by the Contractor.
2. Clearing shall consist of the satisfactory removal and disposal of brush, rubbish, and other vegetative growth occurring within all planting bed areas. All debris associated with this work shall be gathered and removed from the project by the Contractor.

B. Preparation of Planting Mixture

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1. Mix recommended soil amendments and fertilizers with topsoil at rates recommended by the soil test results. Delay addition of fertilizer if planting mixture will not be used within two (2) days.

C. Protection of Existing Vegetation

1. All areas under drip lines of existing trees shall be kept free of construction equipment, trailers, material storage, and vehicles.
2. Exercise extreme care when working around existing trees to remain. No soil scarification or compaction from construction vehicles shall occur under any existing tree dripline.
3. In areas of established turf, the surrounding turf area shall be covered in a manner that will provide protection before excavations begin.

3.2 TREE, SHRUB, AND PERENNIAL PLANTING

- A. All planting shall be performed by personnel familiar with the accepted procedure of planting and under the constant supervision of a qualified planting foreman.

- B. All planting is to be done as shown on drawings and as specified herein and in strict accordance with standard horticultural practices.

C. Layout

1. Plant material locations and planting bed outlines shall be staked on the project site by the Contractor and approved by the Owner or Landscape Architect before any plant pits or beds are excavated. Plant material locations and bed outlines may be adjusted by the Landscape Architect to meet field conditions.

D. Installation of Trees and Shrubs

1. Planting pits shall be excavated to produce vertical sides and flat bottoms. Scarify side walls to alleviate glazing and loosen any hard subsoil in bottom of pit. Minimum pit sizes shall be as shown on drawings. Tree pits within diamond parking lot islands shall be excavated per detail removing existing soil to depth shown prior to gravel and geotextile placement.
2. Dispose of all subsoil, clay, and rock (off-site) removed from planting excavations. The top six (6) inches of topsoil excavated from the planting pit, if free from subsoil, clay, rocks, roots, or other debris, may be utilized in the topsoil mixture as specified.
3. Setting Plants
 - a. Balled and burlapped and container grown plants shall be handled and moved only by the ball or container. Plants shall be set plumb and held in position until a sufficient quantity of planting soil mixture has been firmly placed around roots or ball. Plants shall be set in relation to surrounding grade so that they are 2" higher than the depth at which they are grown in the nursery, collecting field, or container. Fertilizer in tablet form shall be placed prior to backfilling and in accordance with the manufacturer's specifications. Mycorrhizal
 - b. Apply Mycorrhizal to the top 2/3 of root balls of all plant material according to the manufacturer's recommended rates. Inoculant must be physically rubbed onto the root ball thoroughly prior to backfilling planting hole. There is no restriction for use of slow release fertilizers with Mycorrhizal inoculant.
 - c. Balled and bur lapped stock shall be backfilled with the specified planting soil mixture to approximately half the depth of the ball and then tamped and watered. Burlap and tying materials shall be carefully removed or opened and folded back from top 1/3 of root ball. The remainder of backfill of planting soil mixture shall be tamped and watered.

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- d. Container-grown stock shall be removed from containers without damaging plant or root system. Planting shall be completed as specified for balled or burlapped plants.
4. Edging Planting Beds
 - a. All planting beds shall be edged with edging as indicated on the drawings.
5. Mulching
 - a. Prior to the installation of mulch, all areas to be covered shall be weed free and treated with the specified pre-emergent herbicide as specified herein.
 - b. Mulch for planting beds shall be installed to a minimum depth of three inches (3") in all planting bed areas specified on the Drawings. Mulch for all tree plantings shall be three inches (3") in depth.
 - c. Mulching shall take place within 48 hours after planting.
 - d. Mulch shall be kept out of the crowns of shrubs and off walls, sidewalks, light standards, and other structures.
 - e. The top of all areas covered with of mulch shall be 1" below the top of adjacent curb, walk, wall, wall cap, or edge of pavement.
6. Staking and Guying
 - a. Plants shall be staked and guyed as indicated on plans within 24 hours of planting.
 - b. Stakes shall be driven vertically into the ground to a depth specified in the detail and in such a manner as not to damage the ball or roots.
 - c. Tree tie systems shall be installed as per manufacturer's specifications.
 - d. All trees two- and one-half inches (2 1/2") caliper or less shall be staked with two metal "T" stakes. All trees greater than two- and one-half inches (2 1/2") caliper shall be staked with three metal "T" stakes, spaced equal distant around the tree.
7. Wrapping: The trucks of deciduous trees shall be wrapped within 24 hours after planting. Contractor shall coordinate with Landscape Architect which trees get wrapped or white wash prior to completion.
 - a. Tree Wrap: The wrapping shall be securely tied with grafting cord at the top and bottom and at 24" maximum intervals.
 - b. White Wash: Apply 50% white latex paint 50% water mix to trunk
8. Pruning: The Contractor shall prune new plant material in the following manner: Dead and broken branches shall be removed. Evergreen plants shall not be thinned out or sheared. Shrubs shall not be sheared. All plants shall meet or exceed the minimum requirements indicated in the size, condition, and remarks sections of the planting legend on the plan sheets after pruning has taken place. Cuts shall be made with sharp instruments and shall be flush with trunk or adjacent branch to insure elimination of stubs. "Headback" cuts at right angles to line of growth shall not be permitted. All trimmings shall be removed from the site.

3.3 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Architect.
- C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- D. Do not apply pruning paint to wounds.

West Haymarket Streetscape Expansion

Project No. 0182666

3.4 PLANT MAINTENANCE

- A. The Contractor shall maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth until issuance of the letter of Substantial Completion for the entire site and scope of work. The Contractor shall tighten and repair stake and tree tie systems, reset trees and shrubs to proper grades or vertical position, restore or replace damaged wrappings, and apply herbicides and pesticides to keep trees, shrubs, and other plant material free of insects and disease as required until issuance of the letter of Substantial Completion.
- B. The Contractor shall be responsible for watering trees, shrubs, and other plant material until the new irrigation system is completely functional and the letter of Substantial Completion has been issued. Contractor shall be responsible for watering trees by hand where irrigation system does not cover. Hand watering of these trees shall continue for 90 days after letter of Substantial Completion has been issued. Watering shall supplement natural rainfall and shall assure that the trees, shrubs, and other plant material receive a minimum of one (1) inch of water per week.

END OF SECTION 329300

West Haymarket Streetscape Expansion

Project No. 0182666

SECTION 329433 – PLANTERS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Planters.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. Samples: Submit manufacturer's samples of materials, finishes, and colors.
- D. Warranty: Manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Manufacturer must have 20 years experience in fabricating site furnishings.
- B. Product Support: Products are supported with complete engineering drawings and design patents.
- C. Production: Orders are filled within a 50-day schedule.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- C. Handling: Protect materials and finish during handling and installation to prevent damage.

1.5 WARRANTY

- A. Warranty Information:
 - 1. Products will be free from defects in material and/or workmanship for a period of five years from the date of invoice.
 - 2. The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.

West Haymarket Streetscape Expansion

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3. Manufacturer shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized service representative.
4. Purchasers should be aware that normal use of these high quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear, and are not the responsibility of the manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis-of-Design manufacturer and product is identified and shall be bid as the base bid. Products by other listed manufacturers shall be bid as an alternate. Substitution request and pre-approval by the architect/engineer is required if proposing a manufacturer not listed in the specification section. Acceptance of alternate bids by Owner / Architect / Engineer / Construction Manager is not solely based on price. See Bid Form for additional information and clarification of expected breakdown.
- B. Basis-of-Design Product: Landscape Forms, Inc., 7800 E. Michigan Ave, Kalamazoo, Michigan 49048. Phone: (800) 521-2546. Fax (269) 381-3455. Website www.landscapeforms.com
E-mail: specify@landscapeforms.com

2.2 PLANTERS

- A. Kornegay Planters - Planter A: Dune, 60"dia X 40"h
- B. Kornegay Planters - Planter B: Dune, 44"dia X 32"h
- C. Kornegay Planters - Planter C: Dune, 44"dia X 17.5"h
- D. Kornegay Planters - Planter D: Larkspur, 36"dia X 24"h with Custom 6" Lid

2.3 MATERIAL

- A. Reinforced cast stone (concrete): Manufacturer's proprietary blend of portland cement, sand, aggregate, and color admixture.
 1. Use only one brand, type and source of cement for entire Project.
 2. Provide integral colored concrete with lightfast (UV and fade resistant) color pigments.
 3. Reinforced with steel bar framework.
- B. Water: Clean and potable.

2.4 FABRICATION

- A. Formwork: Fabricate forms sufficiently rigid to meet casting tolerances. Coat formwork with form release agent.
- B. Casting: Fabricate units to required profiles and sizes. Execute work accurately to specified tolerances and free of broken edges.

West Haymarket Streetscape Expansion

Project No. 0182666

- C. Curing: Protect units from exposure to weather until concrete strength is adequate for form removal. Cure under identical conditions.

2.5 FINISHES

- A. Color: Full range of Standard and Premium finishes. Submit samples for selection.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive planters.
- B. Notify Architect of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

3.2 INSTALLATION

- A. Install planters in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Install planters level and plumb.
- C. Install planting soil per manufacturer's specifications.

3.3 ADJUSTING

- A. Finish Damage: Contact manufacturer for assistance to repair minor damages to finish as approved by Architect.

3.4 CLEANING

- A. Clean planters promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

3.5 PROTECTION

- A. Protect installed planters to ensure that, except for normal weathering, planters will be without damage or deterioration at time of Substantial Completion.

END OF SECTION 329433

SECTION 329443 – TREE GRATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Tree Grates.

1.2 SYSTEM DESCRIPTION

- A. Suspended pavement type tree grates as shown on drawings and as specified herein.

1.3 SUBMITTALS

- A. Contractor shall submit drawings of tree grates and frames for review by architect prior to purchase and installation.

1.4 QUALITY ASSURANCE

- A. Manufacturer must have 5 years experience in fabricating suspended pavement systems for use in tree planting areas in pedestrian spaces.
- B. Installer qualifications: 2 years minimum experience installing tree grates and support frames and unit pavers.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store product in manufacturer's packaging until ready to install.
- B. Store protected from weather and excess moisture.

1.6 WARRANTY

- A. Tree grates and frames shall be warranted by the Manufacture against defects in materials and workmanship for a minimum of five (5) years.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design manufacturer and product is identified and shall be bid as the base bid. Products by other listed manufacturers shall be bid as an alternate. Substitution request and pre-approval by the architect/engineer is required if proposing a manufacturer not listed in the specification section. Acceptance of alternate bids by Owner / Architect / Engineer /

West Haymarket Streetscape Expansion

Project No. 0182666

Construction Manager is not solely based on price. See Bid Form for additional information and clarification of expected breakdown.

- B. Basis-of-Design Product: IRONSMITH,INC., 41-701 Corporate Way, Unit 3, Palm Desert, CA 92260, (800) 338-4766.

2.2 TREE GRATES

- A. Tree grates shall be: ADA 48 inch Square Model 4836 with 16 inch tree opening.
- B. Tree grates material shall be cast gray iron from 100% recycled material. All tree grate castings shall be manufactured true to pattern and component parts, and shall fit together in a satisfactory manner. The castings shall be of uniform pattern and quality, free from blowholes, hard spots, shrinkage, distortion or other defects. Castings shall be cleaned by shot blasting.
- C. Matching steel angle frames provided by tree grate manufacturer model 4800F shall be provided with installation detail(s) per plans.
- D. Finish:
 - 1. Grates are to be supplied in unfinished natural state.
- E. Total Quantity: Per Plans.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until site is properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 INSTALLATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- D. Install grates and frames where indicated on plans flush and leveled with surrounding pavement surface.
- E. Install steel angle frame.
 - 1. Flush and leveled with surrounding paving surface, maintain flush and leveled at all times. Frames MUST NOT slope in more than one direction.
 - 2. Use spreaders or stakes to keep frame from being distorted by concrete pressure.
 - 3. Install frames per details on plans and manufacturer's recommendations.

West Haymarket Streetscape Expansion

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- F. Clean concrete and debris from frame prior to tree grate installation.
- G. If needed, grind pads on underside of tree grates to level and prevent rocking in frame.

3.3 PILFER PROOF BOLTING

- A. Position tree grates to meet in the center of tree well and have uniform spacing around outside edges of castings. Drill through counter bored holes in the grates and install pilfer proof bolts per manufacturer's instructions.
- B. Use 1" thick wood or foam block out under the frame to allow pilfer proof screw to extend below angle.

3.5 CLEAN-UP AND PROTECTION

- A. Protect installed product until completion of project.
- B. DO NOT ALLOW water from new concrete to run off or wash onto tree grate exposed areas to prevent damage from concrete exudates, lime, and efflorescence.
- C. Touch up, repair or replace damaged products.
- D. DO NOT ALLOW ANY CONTAMINATION OF TREE PLANTING AREA. This includes, but is not limited to, construction debris, excess concrete, paint or other chemical contaminants. Any contamination of the planting area may be detrimental to the long term health of the tree.

END OF SECTION 329443



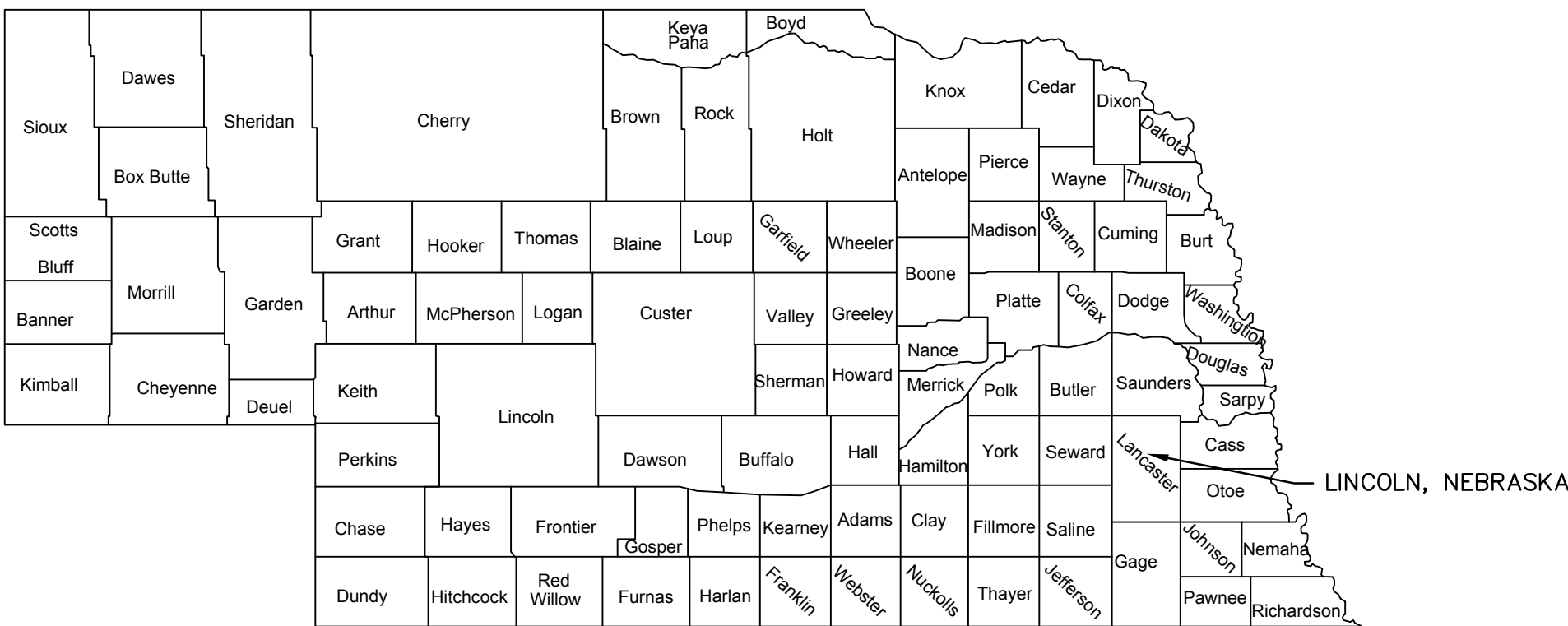
WEST HAYMARKET STREETScape EXTENSION

LINCOLN, NEBRASKA

2024



LOCATION MAP
NOT TO SCALE



Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES AND DETAILS
3	EXISTING CONDITIONS AND REMOVALS PLAN
4	SITE PLAN
5	SITE PLAN
6	GRADING AND DRAINAGE PLAN
7	PAVING SPOT ELEVATIONS AND GEOMETRICS PLAN
8	GEOMETRICS POINT TABLE
9	HARDSCAPE PLAN
10	HARDSCAPE PLAN
11	HARDSCAPE DETAILS
12	LANDSCAPE PLAN



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P.O. Box 84608
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REVISIONS DESCRIPTION

REV. NO.

DATE

COVER SHEET

WEST HAYMARKET
STREETScape EXTENSION

2024

LINCOLN, NEBRASKA

REVISIONS



COORDINATING PROFESSIONAL
I, BRIAN SCHUELE, AM THE COORDINATING
PROFESSIONAL FOR THE WEST HAYMARKET
STREETScape EXTENSION PROJECT.

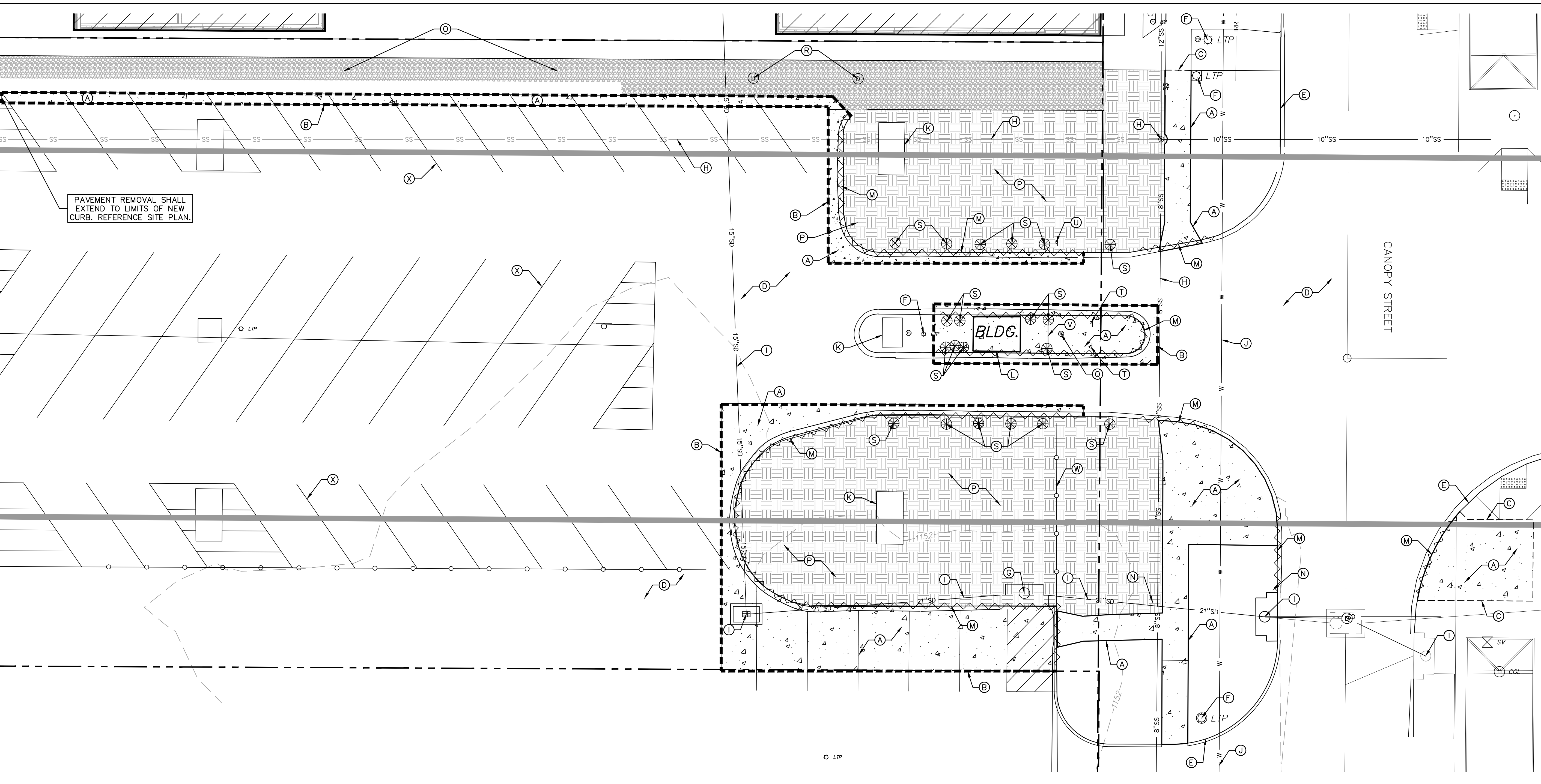


drawn by: TJC
checked by: TJC
approved by: BTS
QA/QC by: BTS
project no.: 018-2666
drawing no.:
date: 03-01-2024

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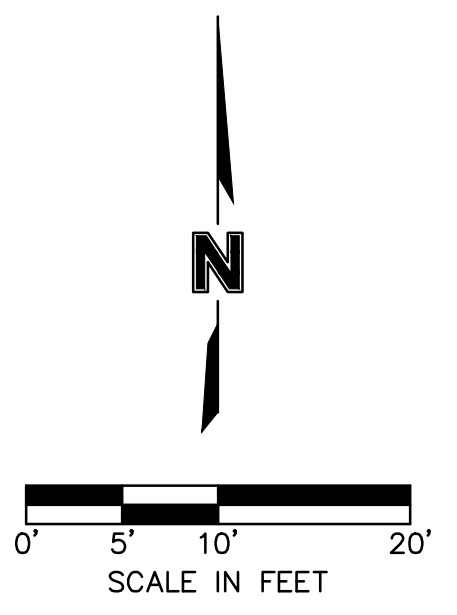
PAVEMENT REMOVAL SHALL EXTEND TO LIMITS OF NEW CURB. REFERENCE SITE PLAN.



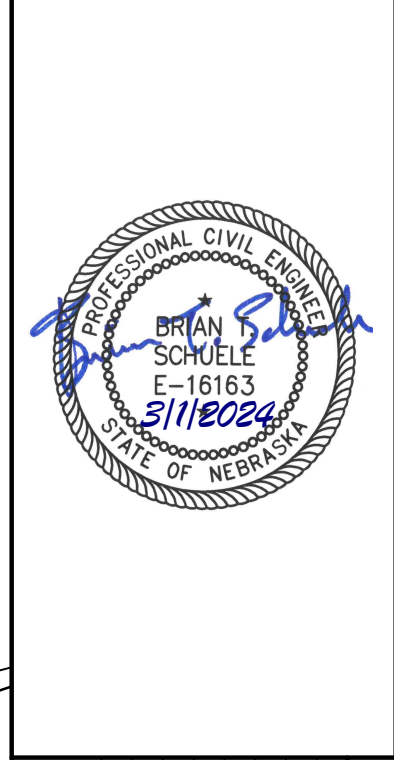
DEMOLITION KEY NOTES	
(A)	PAVEMENT AND SIDEWALK REMOVAL. REMOVE TO NEAREST JOINT.
(B)	SAWING, TYPE "B"
(C)	SAWING, TYPE "C"
(D)	PROTECT PAVEMENT
(E)	PROTECT CURB AND GUTTER
(F)	PROTECT LIGHT POLE
(G)	REMOVE EXISTING INLET
(H)	PROTECT SANITARY SEWER AND MANHOLE
(I)	PROTECT STORM SEWER AND INLETS
(J)	PROTECT WATER MAIN, FIRE HYDRANT AND WATER VALVE
(K)	PROTECT BRIDGE COLUMN
(L)	REMOVE SURFACE MOUNTED GUARD SHACK BUILDING AND ANY ASSOCIATED UNDERGROUND PIPES, UTILITIES, OR ASSOCIATED FEATURES.

(M)	REMOVE CURB AND GUTTER. INCLUDED AS PART OF PAVEMENT REMOVAL QUANTITY.
(N)	ADJUST IRRIGATION CONTROL VALVE TO GRADE
(O)	REMOVE LANDSCAPING RIVER ROCK
(P)	REMOVE LANDSCAPING MATERIAL AND PERFORM SUBGRADE PREPARATION FOR PROPOSED PAVEMENT AREAS.
(Q)	ADJUST ELECTRICAL JUNCTION BOX TO GRADE
(R)	ADJUST MANHOLES TO GRADE
(S)	REMOVE BOLLARDS
(T)	REMOVE AND RELOCATE "BNSF PARKING" SIGN. REFERENCE SITE PLAN FOR LOCATION.
(U)	REMOVE AND RELOCATE "NO ALCOHOL" SIGN. REFERENCE SITE PLAN FOR LOCATION.
(V)	REMOVE "WEST DEPOT PARKING" POLE SIGN.
(W)	REMOVE AND RELOCATE STEEL POST AND WIRE FENCE. REFERENCE SITE PLAN FOR LOCATION.
(X)	EXISTING PAVEMENT MARKING REMOVAL.

- NOTES:
- REFERENCE SITE PLAN AND GEOMETRICS PLANS FOR DIMENSIONS AND EXACT LIMITS OF REMOVALS.
 - ALL EXISTING PARKING LOT STRIPING SHALL BE REMOVED PRIOR TO NEW PAVEMENT STRIPING.
 - ALL EXCAVATIONS FROM REMOVAL ACTIVITIES SHALL BE BACKFILLED ACCORDING TO THE SUBGRADE PREPARATION REQUIREMENTS IN THE CURRENT EDITION OF THE CITY STANDARD SPECIFICATIONS.



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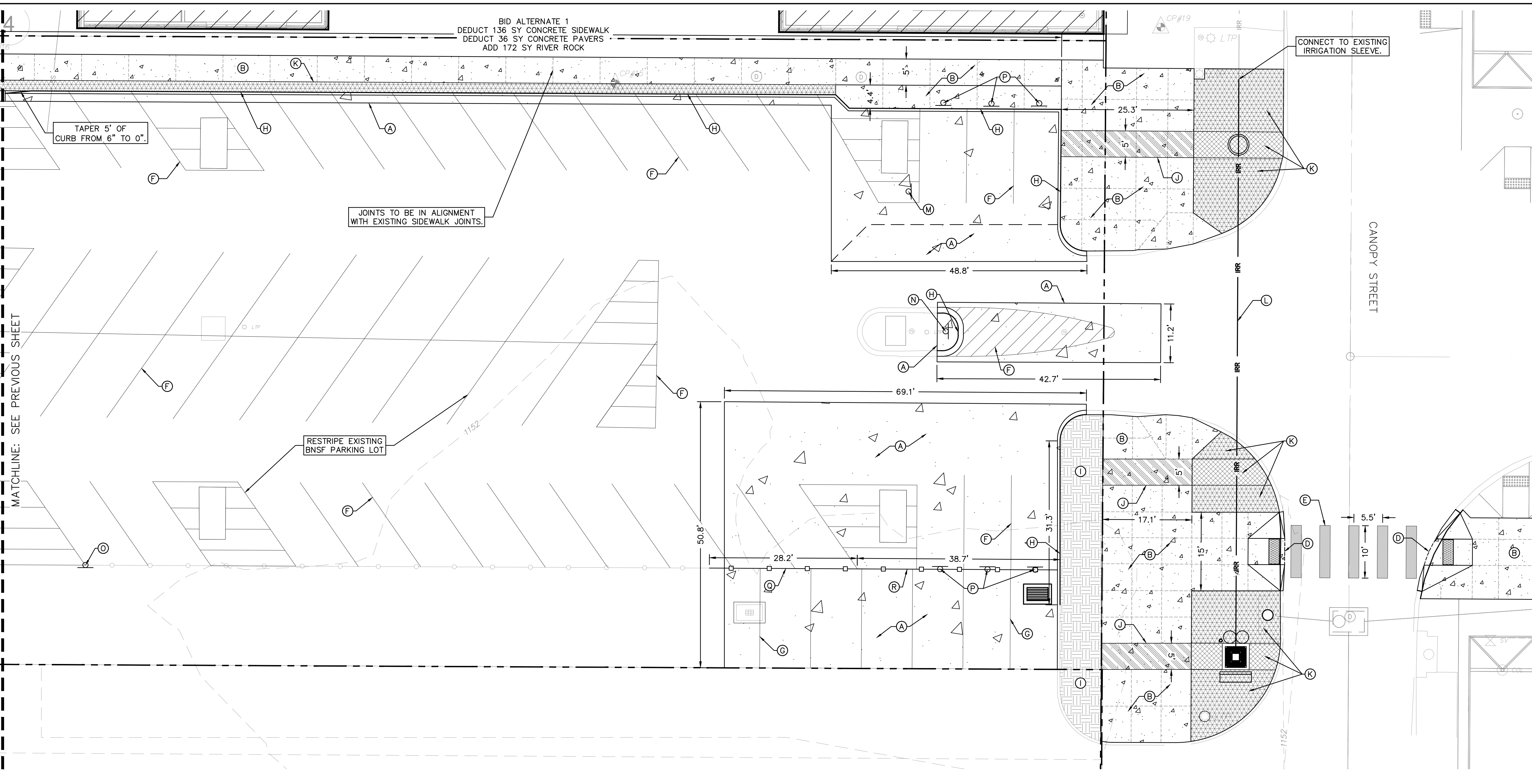
REV. NO.	DATE	REVISIONS DESCRIPTION

EXISTING CONDITIONS AND REMOVALS PLAN
 WEST HAYMARKET STREETSCAPE EXTENSION
 LINCOLN, NEBRASKA
 2024
 REVISIONS

drawn by: TJC
 checked by: TJC
 approved by: BTS
 QA/QC by: BTS
 project no.: 018-2666
 drawing no.:
 date: 03-01-2024

SHEET
 3 of 12

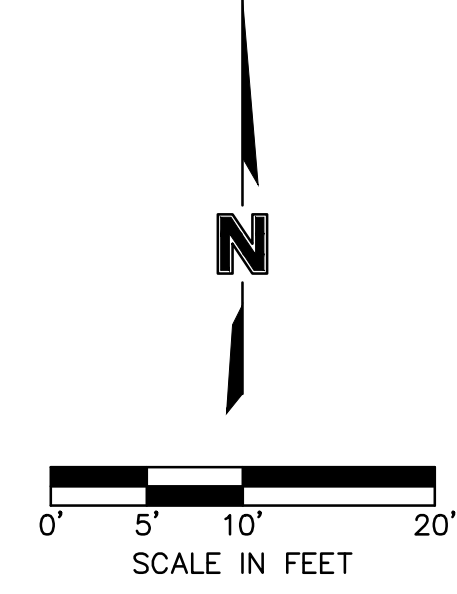
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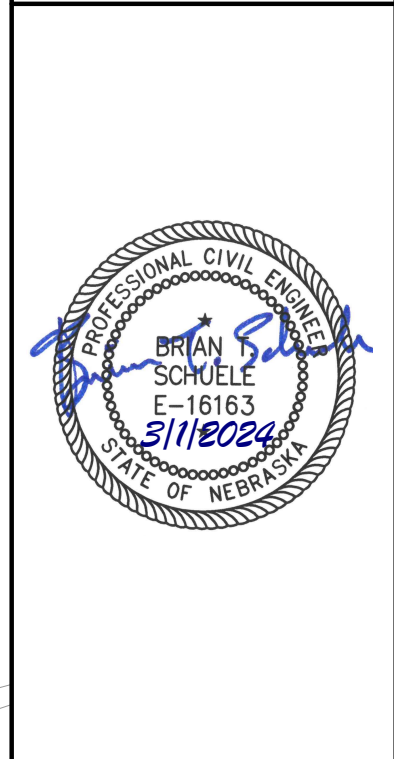
SITE KEY NOTES	
(A)	PCC PAVT, 8"
(B)	CONC SIDEWALK, 6"
(C)	NOT USED
(D)	CONSTRUCT CURB RAMP. REFERENCE LSP 600. PAVEMENT THICKNESS OF CURB RAMP SHALL MATCH THICKNESS OF ADJACENT STREET PAVEMENT, WITH A MIN. OF 6" AND A MAX. OF 10". RAMP SHALL BE TIED INTO THE BACK OF THE CURB WITH #5 EPOXY COATED REBAR, 18" LONG, AT 2' MAX. SPACING ACROSS THE WIDTH OF THE RAMP. RAMP SHALL INCLUDE A 5'x5' TURNING SPACE AT THE TOP OF THE RAMP WITH A MAX. SLOPE OF 2% IN ALL DIRECTIONS. PAVEMENT IS INCLUDED IN CONC SIDEWALK QUANTITY. DETECTABLE WARNING PANELS ARE A SEPARATE QUANTITY.
(E)	PAINT MKG, 24" WHITE. REFERENCE LSP 79.
(F)	PAINT MKG, 4" YELLOW
(G)	PAINT MKG, 4" WHITE

(H)	COMBINED CURB AND GUTTER. REFERENCE LSP 651.
(I)	INSTALL LANDSCAPING BED. REFERENCE LANDSCAPE PLAN.
(J)	TEXTURED CONCRETE SURFACE. REFERENCE HARDSCAPE PLAN.
(K)	CONCRETE PAVERS. REFERENCE HARDSCAPE PLAN.
(L)	INSTALL 4" SCHEDULE 40 PVC IRRIGATION SLEEVE. CONNECT TO EXISTING SLEEVE, BORE UNDERNEATH EXISTING PAVEMENT TO REMAIN, AND TERMINATE WITH A CAP IN PROPOSED TREE BED.
(M)	REINSTALL EXISTING "BNSF PARKING" SIGN AND POST. REFERENCE REMOVALS PLAN.
(N)	REINSTALL EXISTING "BNSF PARKING" AND "NO ALCOHOL" SIGNS ON ONE NEW SIGN POST PER LSP 78. REFERENCE REMOVALS PLAN.
(O)	INSTALL NEW "BNSF PARKING" SIGN ON NEW SIGN POST PER LSP 78. SIGN CONTENT TO MATCH EXISTING "BNSF PARKING" SIGNS.
(P)	INSTALL NEW "MONTHLY PARKING" SIGN ON NEW SIGN POST PER LSP 78. SIGN CONTENT TO MATCH EXISTING "MONTHLY PARKING" SIGNS.
(Q)	REINSTALL EXISTING STEEL POST AND WIRE FENCE. REFERENCE REMOVALS PLAN.
(R)	INSTALL NEW STEEL POST AND WIRE FENCE TO MATCH EXISTING.

- NOTES:
- ALL CURB AND GUTTER WITH SIDEWALK OR PAVERS ADJACENT SHALL INCLUDE EXPANSION JOINT.
 - REFERENCE LSP 660 FOR PAVEMENT JOINT DETAILS.
 - ALL EARTHWORK, FILL, SUBGRADE PREP, TOPSOIL, AND/OR AMENDED SOIL IS SUBSIDIARY TO PAVEMENT, PAVES, AND LANDSCAPING BID ITEMS.
 - SELECTED DIMENSIONS ARE SHOWN ON THIS SHEET. REFERENCE GEOMETRICS PLAN FOR EXACT LOCATIONS.



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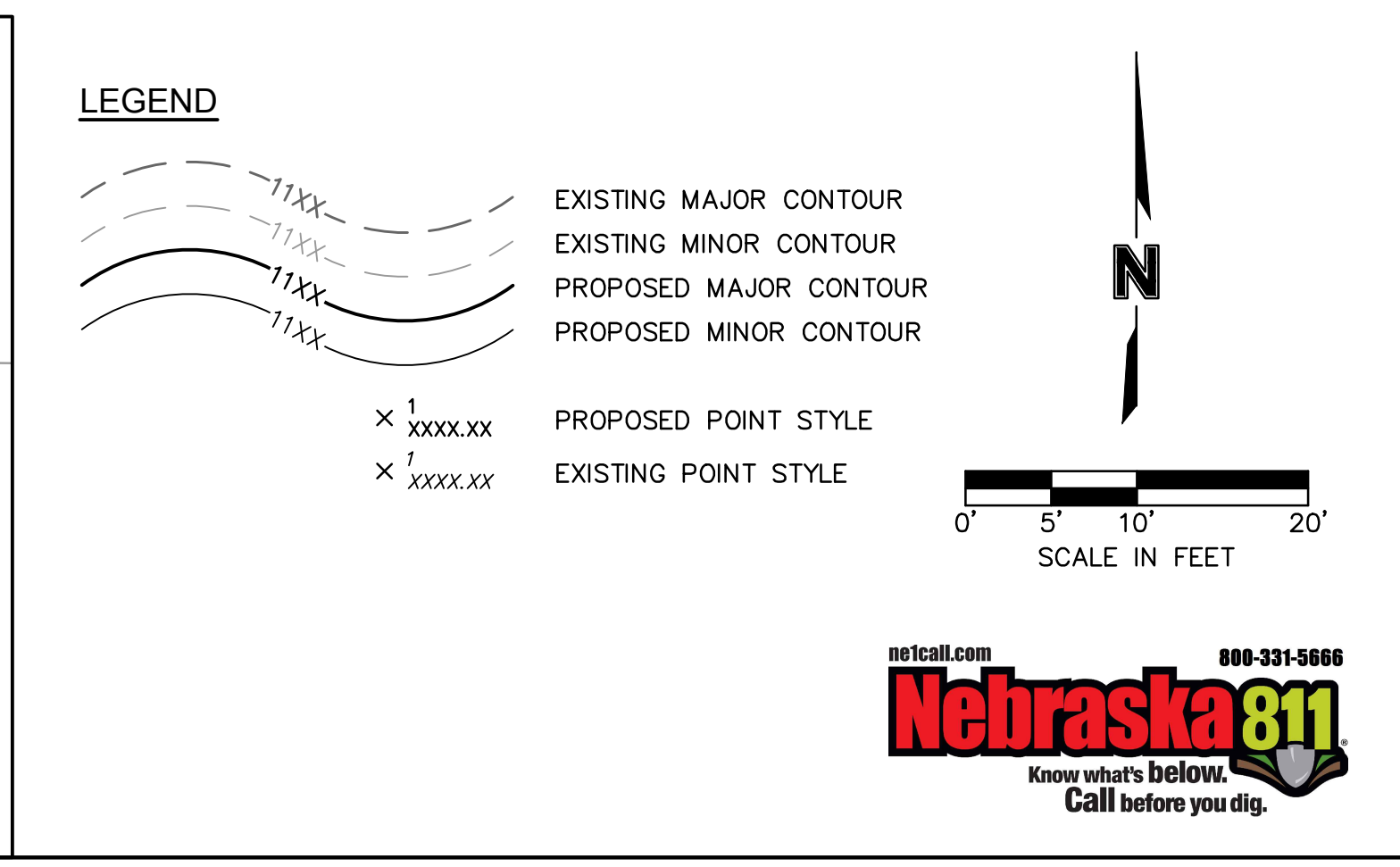
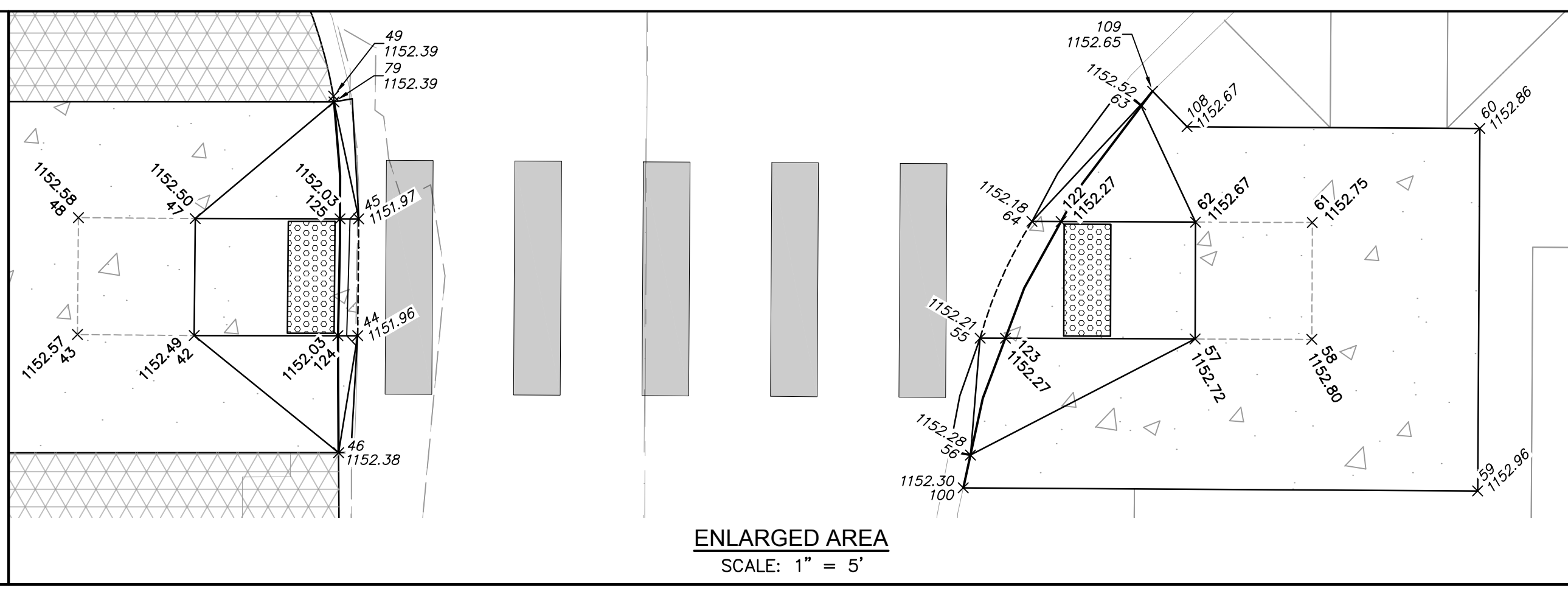
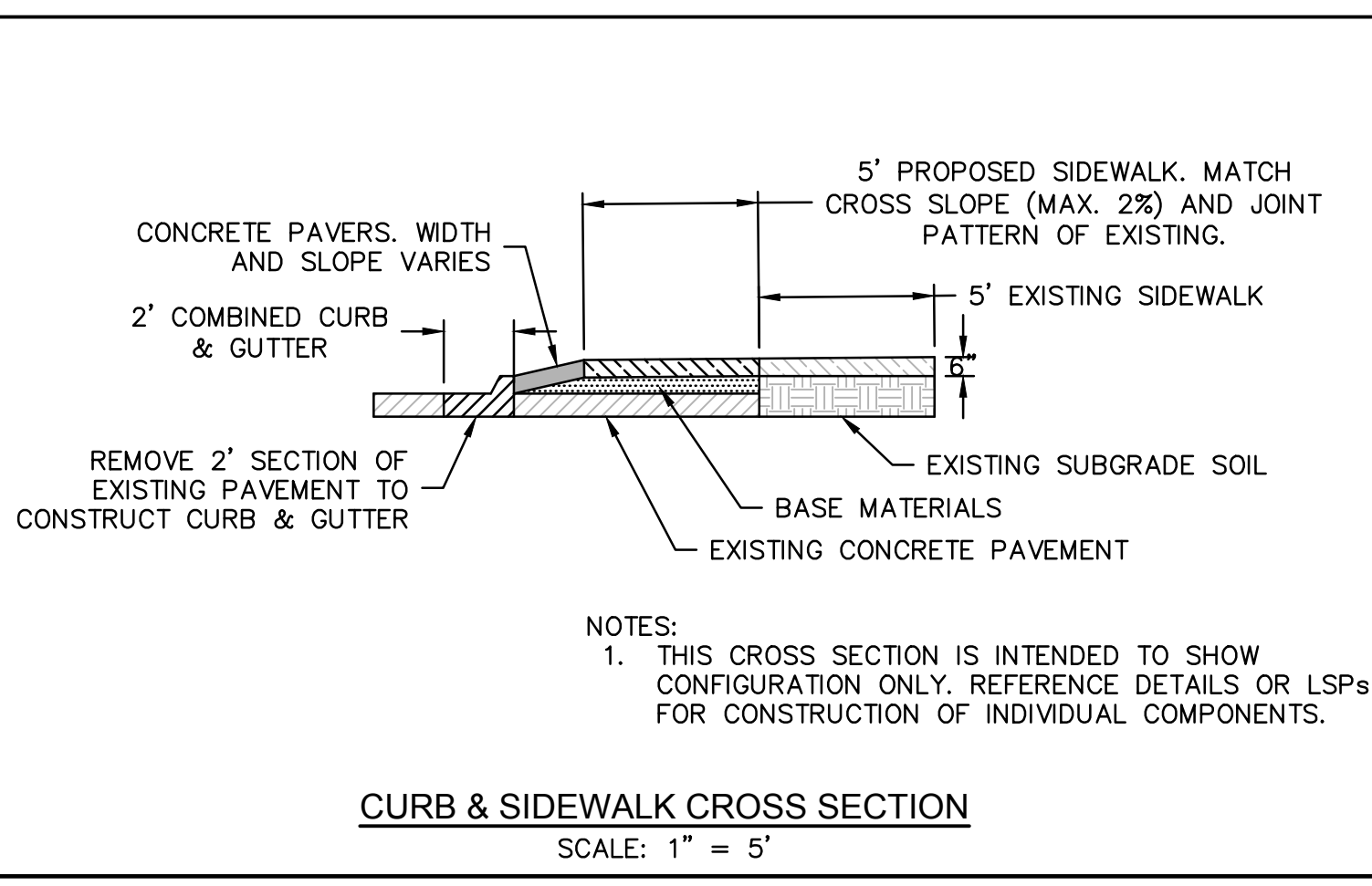
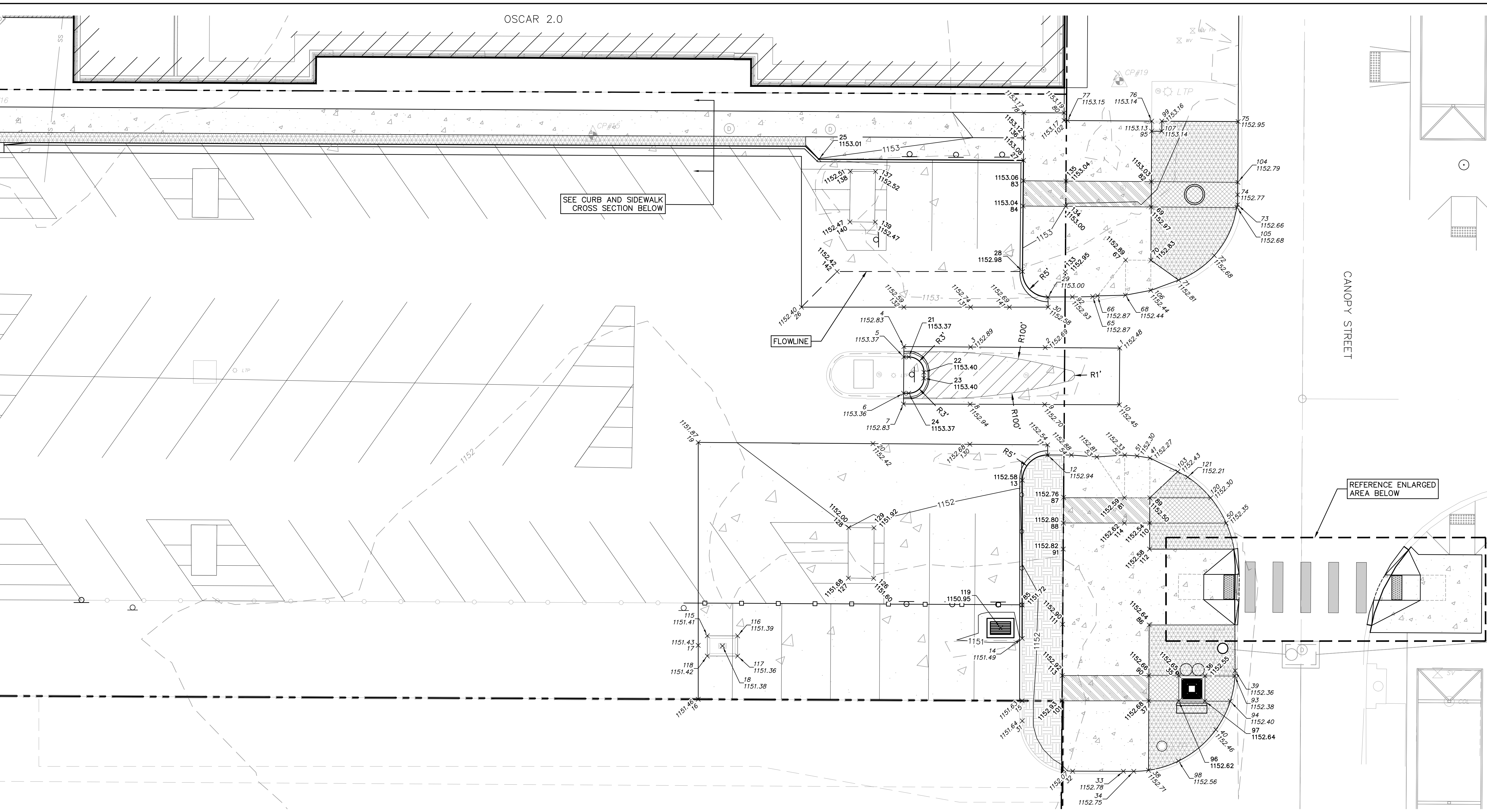
REV. NO.	DATE	REVISIONS DESCRIPTION

SITE PLAN
 WEST HAYMARKET
 STREETSCAPE EXTENSION
 LINCOLN, NEBRASKA

2024

drawn by: TJC
 checked by: TJC
 approved by: BTS
 QA/QC by: BTS
 project no.: 018-2666
 drawing no.:
 date: 03-01-2024

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PAVING SPOT ELEVATIONS AND GEOMETRICS PLAN

WEST HAYMARKET
STREETSCAPE EXTENSION

2024

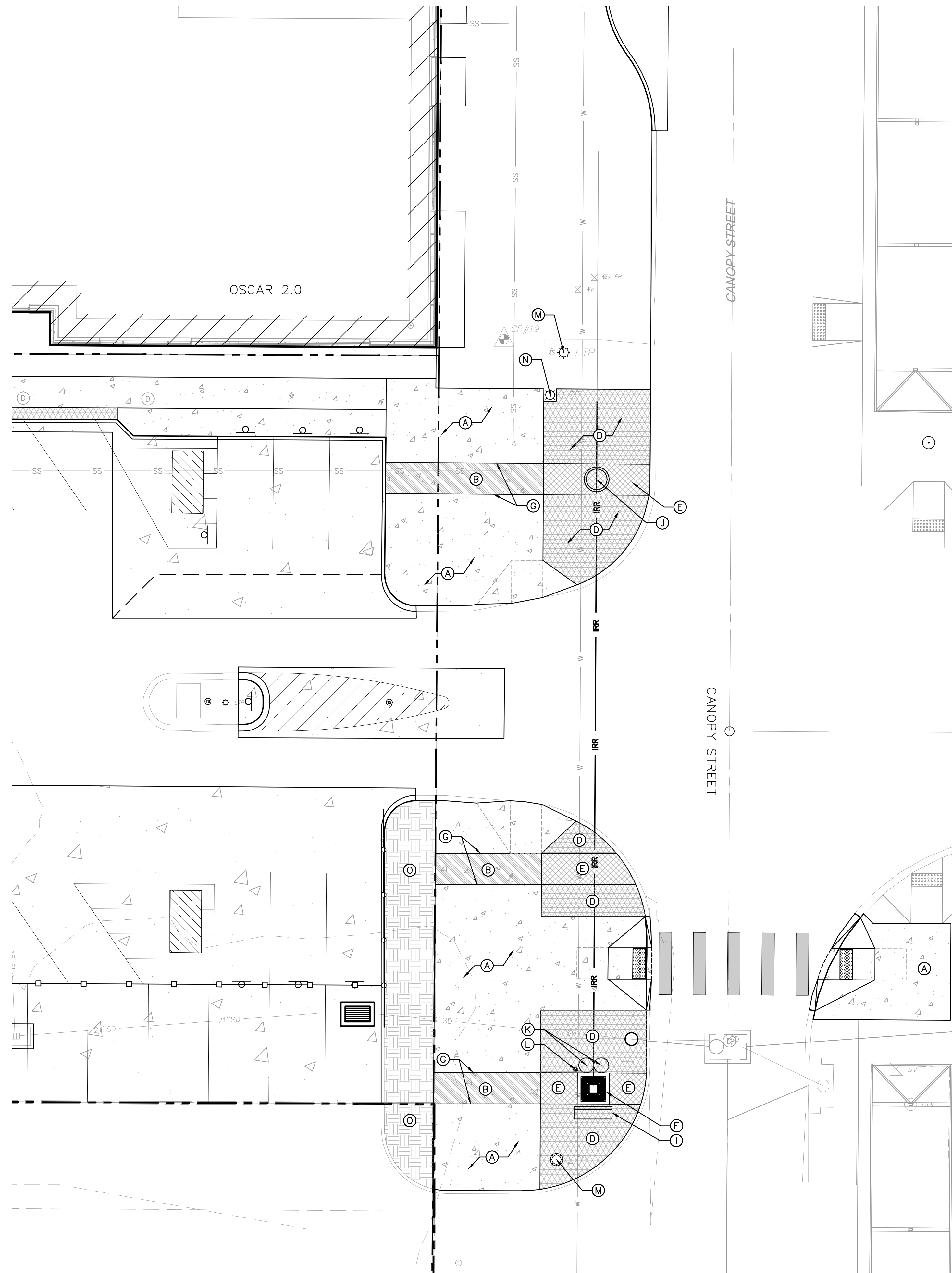
LINCOLN, NEBRASKA

REVISIONS

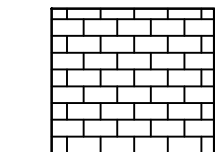
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checked by: TJC
approved by: BTS
QA/QC by: BTS
project no.: 018-2666
drawing no.:
date: 03-01-2024

SHEET
7 of 12

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TYPICAL UNIT PAVER PATTERNS



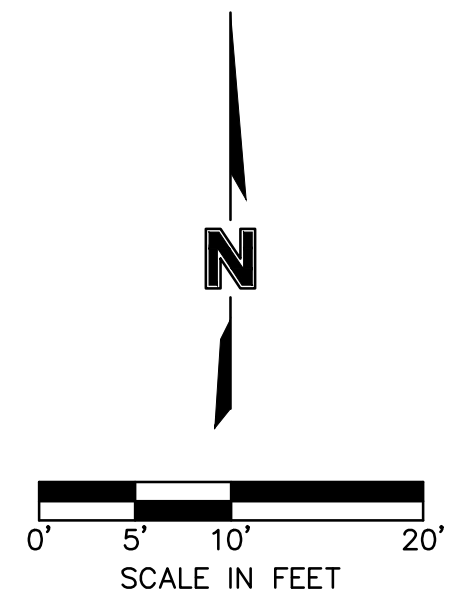
RUNNING BOND

HARDSCAPE LEGEND

- RIGHT OF WAY / PROPERTY LINE
- 6" CONCRETE SIDEWALK
- 6" TEXTURED GRAY CONCRETE PAVING (P-201)
- 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, 1/2" 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

NOTES:

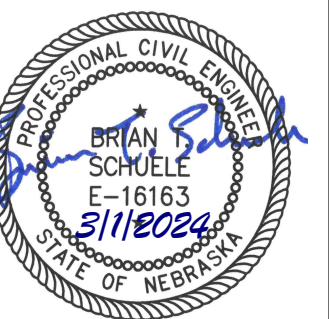
1. REFERENCE SITE PLAN AND GEOMETRICS PLAN FOR EXACT LOCATIONS AND DIMENSIONS.
2. CONCRETE PAVERS SHALL BE SUPPLIED BY THE OWNER AND DELIVERED TO THE SITE FOR INSTALLATION BY THE CONTRACTOR.



HARDSCAPE KEY NOTES	
(A)	6" CONCRETE SIDEWALK. REFERENCE SITE PLAN.
(B)	P-201, TEXTURED GRAY CONCRETE PAVING. REFERENCE HARDSCAPE DETAIL SHEET
(C)	NOT USED.
(D)	P-301, INSTALL OWNER-PROVIDED CONCRETE PAVERS. REFERENCE HARDSCAPE DETAIL SHEET.
(E)	P-302, INSTALL OWNER-PROVIDED CONCRETE PAVERS. REFERENCE HARDSCAPE DETAIL SHEET.
(F)	TREE GRATE. REFERENCE HARDSCAPE DETAIL SHEET.
(G)	EXPANSION JOINT. REFERENCE LSP 660.
(H)	CONTRACTION JOINT. REFERENCE LSP 660.
(I)	BENCH. REFERENCE HARDSCAPE DETAIL SHEET.
(J)	PLANTER. REFERENCE HARDSCAPE DETAIL SHEET.
(K)	TRASH AND RECYCLE RECEPTACLES. REFERENCE HARDSCAPE DETAIL SHEET.
(L)	ASH CAN. REFERENCE HARDSCAPE DETAIL SHEET.
(M)	EXISTING STREET LIGHT POLE.
(N)	EXISTING PEDESTRIAN LIGHT POLE.
(O)	LANDSCAPING BED. REFERENCE LANDSCAPING PLAN.
(P)	REMOVE EXISTING PAVERS AND SALVAGE ON PLASTIC PALLETS FOR THE CITY TO MOVE TO STORAGE. COORDINATE WITH LANDSCAPE ARCHITECT TO DETERMINE IF PAVER BASE CAN BE REUSED.
(Q)	REMOVE BENCH PRIOR TO PAVER WORK AND STORE PROPERLY TO AVOID DAMAGE. RESET BENCH UPON COMPLETION OF PAVER WORK. FINAL LOCATION TO BE APPROVED IN THE FIELD BY A REPRESENTATIVE OF THE CITY'S URBAN DEVELOPMENT DEPARTMENT.
(R)	REMOVE BIKE RACK PRIOR TO PAVER WORK AND STORE PROPERLY TO AVOID DAMAGE. RESET BIKE RACK UPON COMPLETION OF PAVER WORK. FINAL LOCATION TO BE APPROVED IN THE FIELD BY A REPRESENTATIVE OF THE CITY'S URBAN DEVELOPMENT DEPARTMENT.

olsson

Engineering - Nebraska COA #CA-0638
 601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68508
 TEL 402-474-6311 www.olsson.com



REV. NO.	DATE	REVISIONS DESCRIPTION

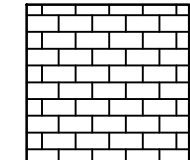
HARDSCAPE PLAN
 WEST HAYMARKET
 STREETSCAPE EXTENSION
 LINCOLN, NEBRASKA
 2024

drawn by: TJC
 checked by: TJC
 approved by: BTS
 QA/QC by: BTS
 project no.: 018-2666
 drawing no.:
 date: 03-01-2024





TYPICAL UNIT PAVER PATTERNS



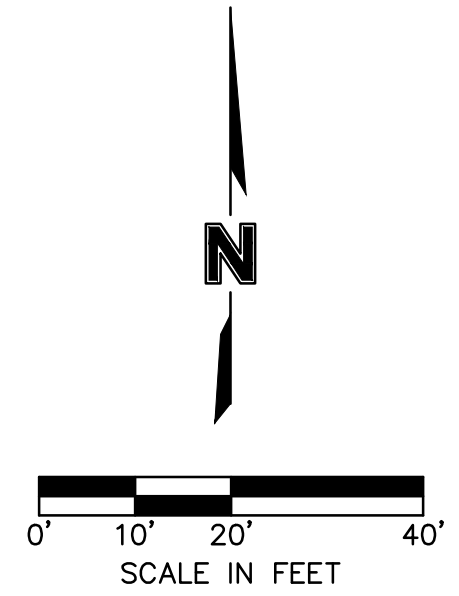
RUNNING BOND

HARDSCAPE LEGEND

- RIGHT OF WAY / PROPERTY LINE
- 6" GRAY CONCRETE PAVING (P-200)
- 6" TEXTURED GRAY CONCRETE PAVING (P-201)
- 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, 1/2" 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

NOTES:

1. CONCRETE PAVERS SHALL BE SUPPLIED BY THE OWNER AND DELIVERED TO THE SITE FOR INSTALLATION BY THE CONTRACTOR.

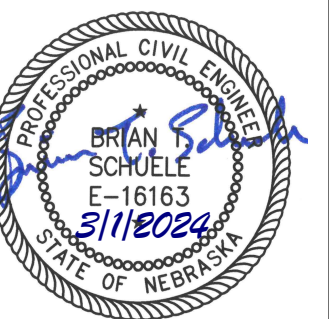


HARDSCAPE KEY NOTES

(A)	6" CONCRETE SIDEWALK. REFERENCE SITE PLAN.
(B)	P-201, TEXTURED GRAY CONCRETE PAVING. REFERENCE HARDSCAPE DETAIL SHEET
(C)	NOT USED.
(D)	P-301, INSTALL OWNER-PROVIDED CONCRETE PAVERS. REFERENCE HARDSCAPE DETAIL SHEET.
(E)	P-302, INSTALL OWNER-PROVIDED CONCRETE PAVERS. REFERENCE HARDSCAPE DETAIL SHEET.
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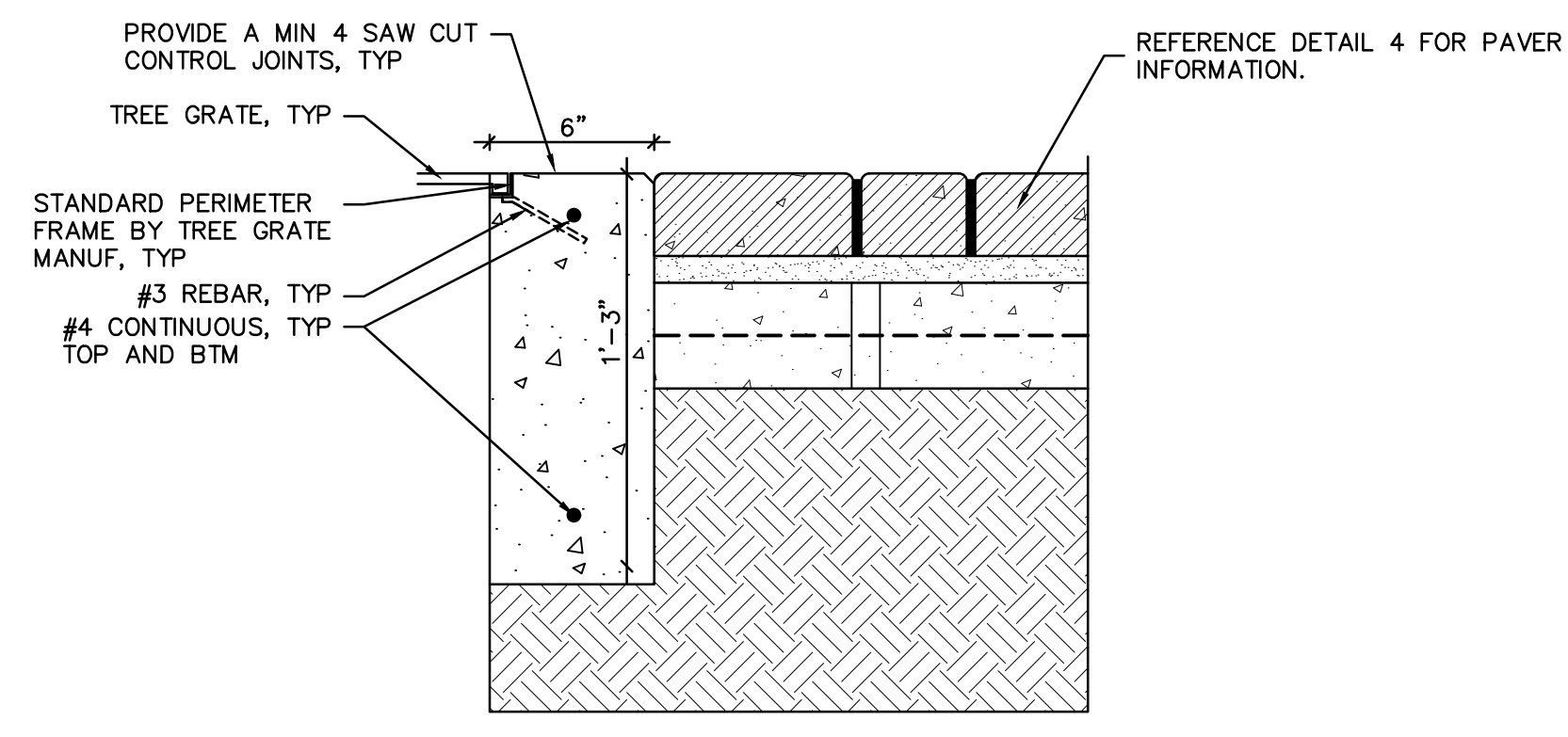
REV. NO.	DATE	REVISIONS DESCRIPTION

HARDSCAPE PLAN
 WEST HAYMARKET
 STREETSCAPE EXTENSION
 LINCOLN, NEBRASKA
 2024

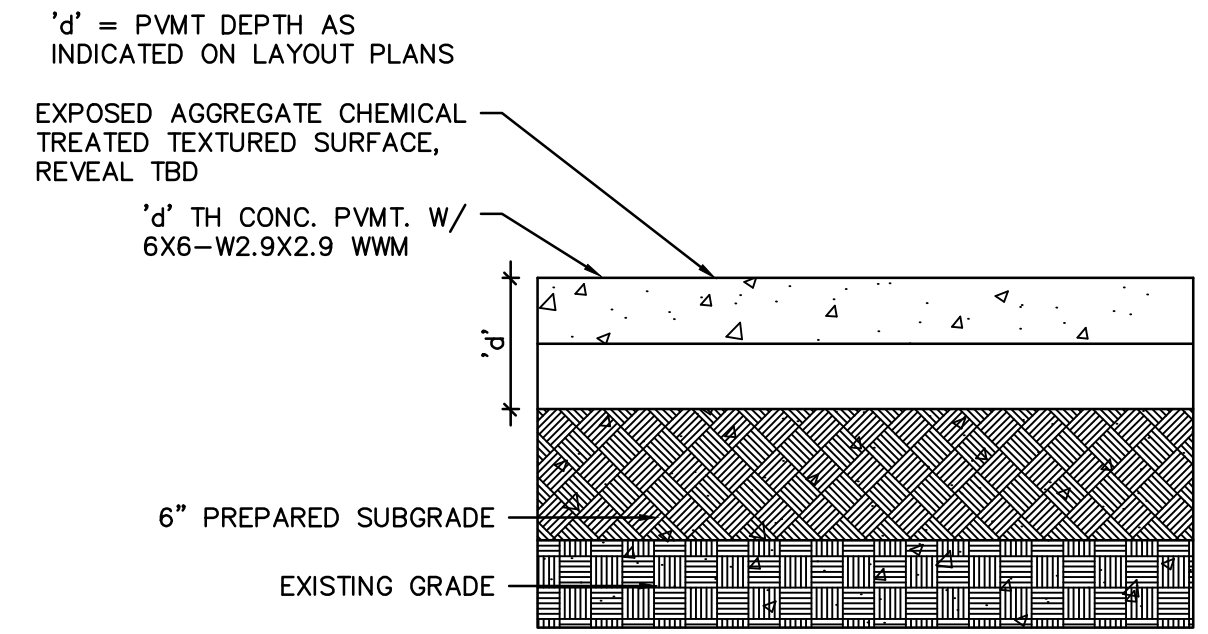
drawn by: TJC
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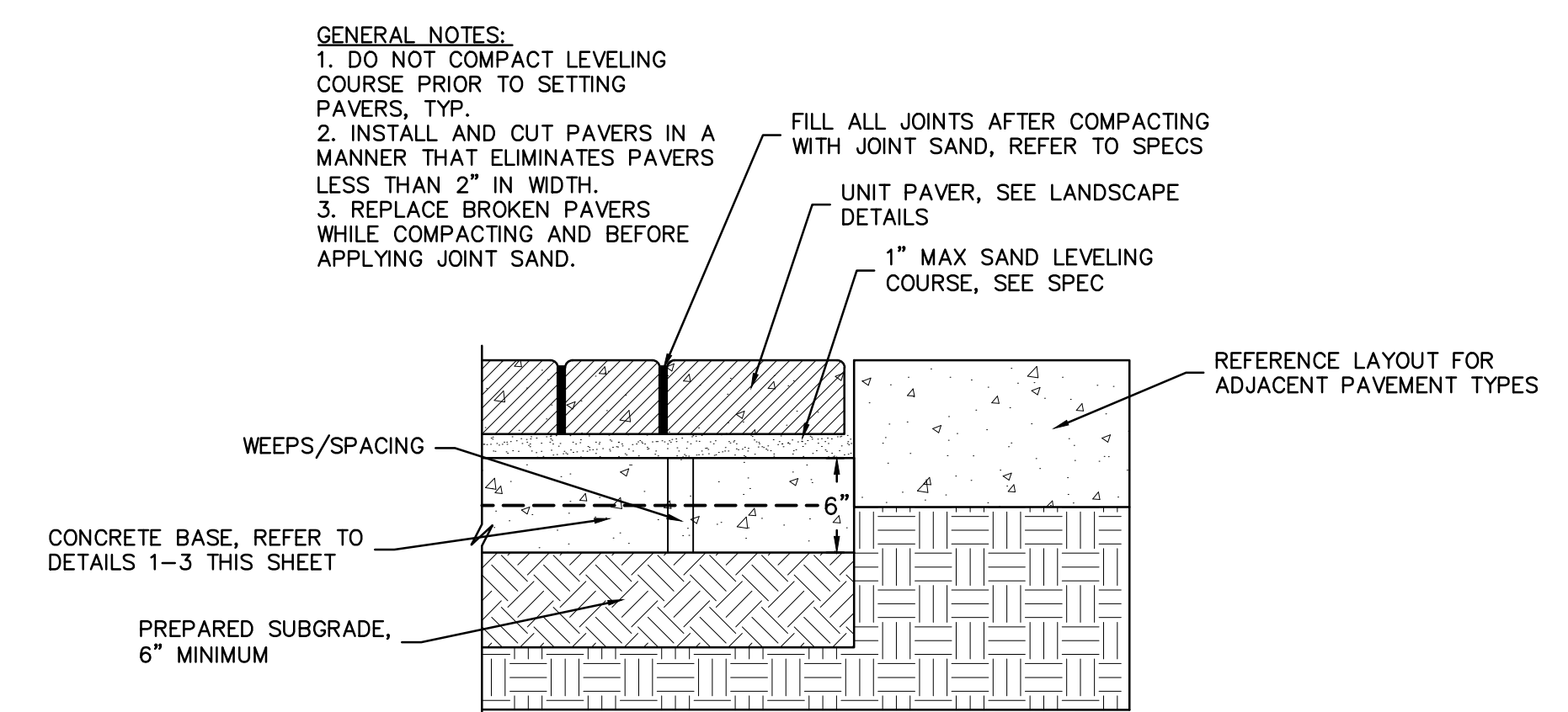
DWG: F:\2018\2501-3000\018-2666\40-Design\AutoCAD\Final Plans\Sheets\GNCV\Underpass Parking\Phase 1 Base Bid\VC_LND_182666.dwg
 DATE: Feb 29, 2024 10:56am
 USER: tcurtis
 C:\PBASE_TEMP_underpass_82666
 XREFS: C:\PBASE_TEMP_underpass_82666
 C:\BLOG_0200642
 C:\R4-partial
 C:\PBASE_0200642
 C:\PBASE_underpass_0200642
 L_PBASE_0-St_82666



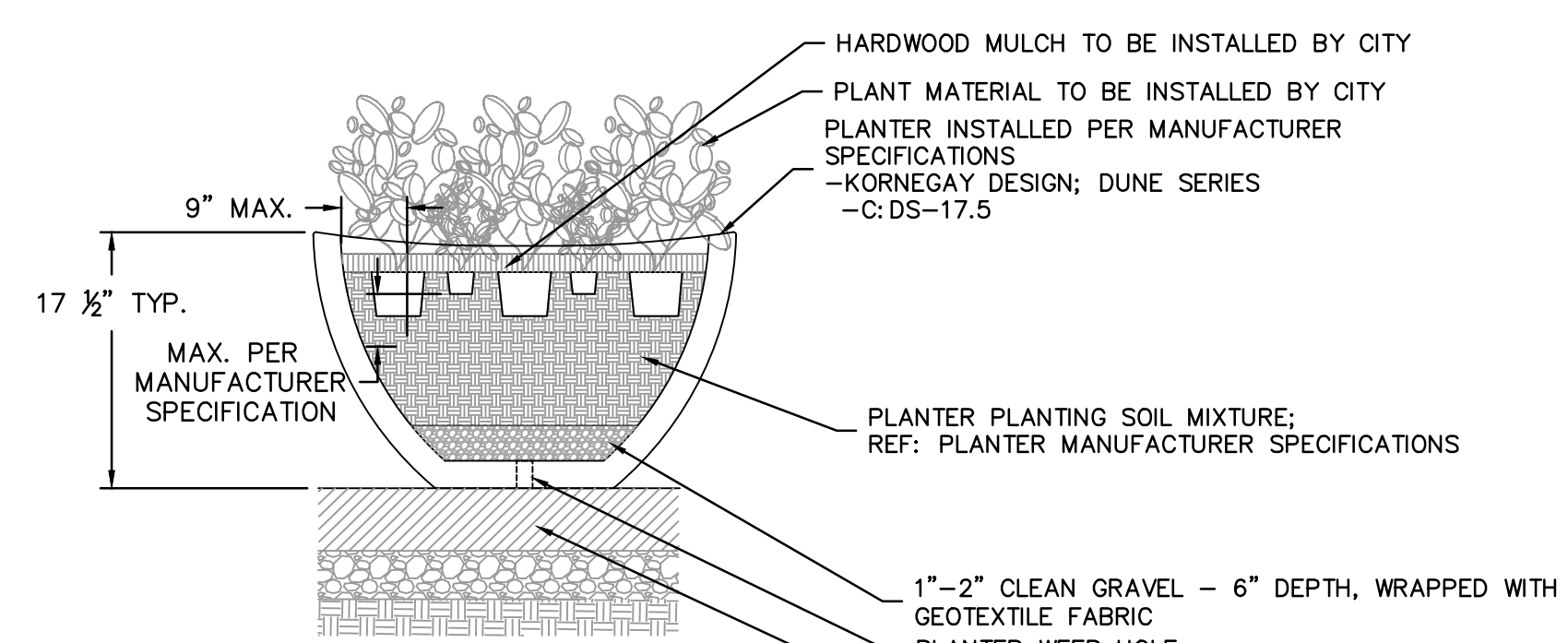
1 TREE GRATE COVER
NOT TO SCALE



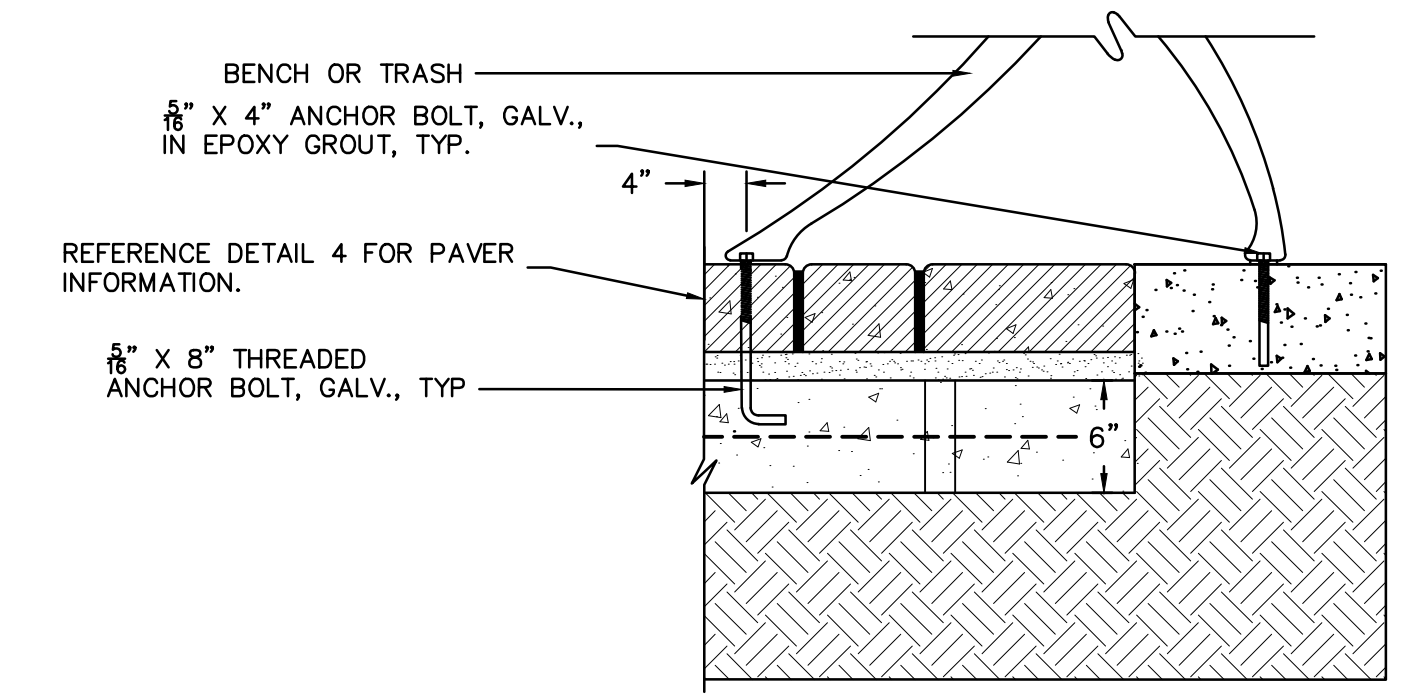
2 CONCRETE BANDING
NOT TO SCALE



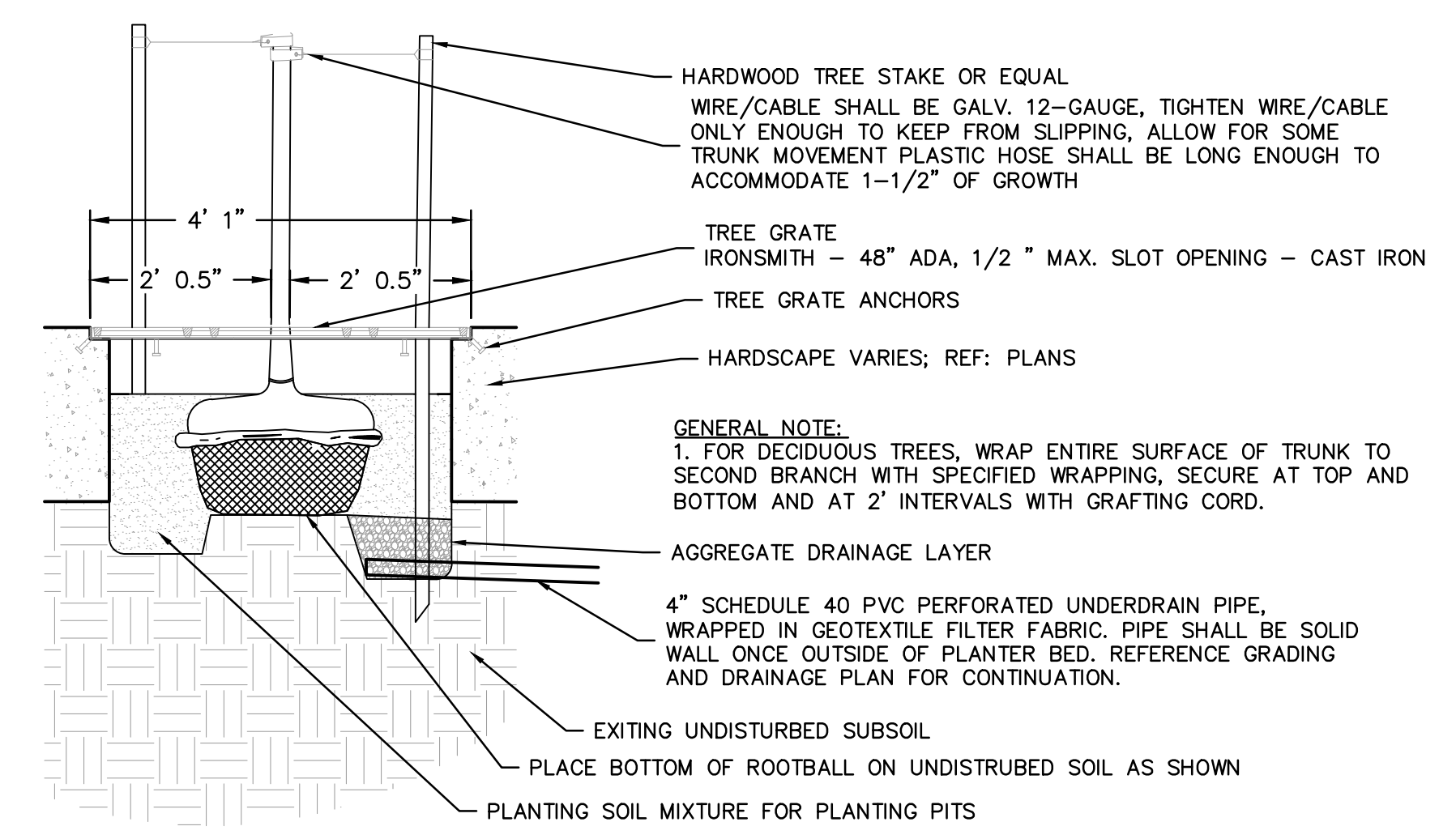
3 UNIT PAVER ON CONCRETE BASE
NOT TO SCALE



4 PLANTER C DETAIL
NOT TO SCALE



5 BENCH FTG. DETAIL
NOT TO SCALE



6 TREE PLANTER ANCHOR DETAIL
NOT TO SCALE

GENERAL NOTES:

- DO NOT COMPACT LEVELING COURSE PRIOR TO SETTING PAVERS, TYP.
- INSTALL AND CUT PAVERS IN A MANNER THAT ELIMINATES PAVERS LESS THAN 2" IN WIDTH.
- REPLACE BROKEN PAVERS WHILE COMPACTING AND BEFORE APPLYING JOINT SAND.

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HARDSCAPE DETAILS
WEST HAYMARKET STREETSCAPE EXTENSION
 LINCOLN, NEBRASKA
 2024

drawn by: TJC
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smart # 10070200
7-26-10/law/tb



**CITY OF LINCOLN
EXECUTIVE ORDER**

NO. 083319

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

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

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

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

TITLE: _____

State of Nebraska)
) ss.
County of _____)

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

Notary Public

Insurance Requirements

Submitted on	21 March 2024, 3:04PM
Receipt number	1361
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **“Agreement”** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **“City”** shall mean the City of Lincoln, NE.
- **“COI”** shall mean a Certificate of Insurance.
- **“Contractor”** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **“County”** shall mean the County of Lancaster, Nebraska.
- **“Owner(s)”** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **“PBC”** shall mean the Lincoln-Lancaster County Public Building Commission.
- **“Site”** shall mean the location the Work is being completed and/or delivered to.
- **“WHJPA”** shall mean the West Haymarket Joint Public Agency.
- **“Work”** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 3.1. Construction Agreements
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.
-

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
 - B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
 - C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
 - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
 - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
-

3.1 Construction Agreements: The following shall also apply for Construction and Construction-Related Agreements:

- A. **Basis:** The General Aggregate shall apply on a Per Project basis. The policy aggregate, if applicable, shall not be less than five (5) times the general aggregate.
 - B. Products and completed operations coverage shall be maintained for at least four (4) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) substantial completion. Contractor shall furnish Owner evidence of continuation of such insurance for the four (4) years.
 - C. **Additional Insured Endorsement Forms:** Endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
 - D. **Electronic Data:** Policy shall be endorsed to remove the exclusion for damage to electronic data "that does not result from physical injury to tangible property" by adding an Electronic Data Liability endorsement ISO CG 04 37 or its equivalent.
-

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
 - B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
 - C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
 - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
 - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
-

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
 - B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
 - C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.
-

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

smulder@lincoln.ne.gov

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**

Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.

 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. If items are small and mailable and 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 the Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. 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 the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 the Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 11.1.1. **PURCHASE ORDER**
A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
- 11.1.2. **CONTRACT**
- 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
- 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
- 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
- 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
- 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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
Saturday, March 23, 2024
Friday, March 29, 2024

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 **2:00 pm, Wednesday, April 10, 2024**, for providing the following:

**WHJPA Canopy Restoration
Bid No. 24-081**

**West Haymarket Streetscape Expansion
Bid No. 24-084**

**WHJPA PBA Ramp Restoration Project
Bid No. 24-085**

A Pre-bid meeting will be held on Tuesday, April 2, 2024, at 9:30 a.m., located at Canopy and "O" Street, with the Streetscape Expansion taking place 1st, and at 10:00 the Canopy Restoration project same location and at 10:30 moving to the Ramp Restoration project located at Canopy and "R" Streets in Lincoln, NE 68508. 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: "Bid" - in search box, click "Bid and Contracts", 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.

RESOLUTION NO.

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

3 That the attached Contract between the West Haymarket Joint Public Agency and Western
4 Specialty Contractors for repairs to the Pinnacle Bank Arena ramp, elevated plaza, and pedestrian
5 bridge, for a total amount not to exceed \$189,454.44, pursuant to Bid No. 24-085, is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of April, 2024.

Introduced by:

West Haymarket Joint Public Agency
Board of Representatives

Approved as to Form & Legality:

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

***West Haymarket Joint Public Agency
Lincoln, Nebraska***

**WHJPA PBA Ramp Restoration Project
Bid No. 24-085**

**Western Specialty Contractors
14515 Grover Street #100
Omaha, NE 68144
402-594-8931**

**West Haymarket Joint Public Agency
Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into by and between **Western Specialty Contractors, 14515 Grover Street, #100, Omaha, NE 68144**, hereinafter called the 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:

WHJPA PBA Ramp Restoration Project, Bid No. 24-085

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, 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 Lines 1 through 5, 7, and 11 through 20 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 \$189,454.44.

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. The work included in this Contract shall begin as soon as possible from date of executed contract. The substantial completion date shall be August 16, 2024 with a final completion date being thirty (30) days following substantial completion.

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

1. Contract Agreements
2. Performance and Payment Bonds
3. Supplier Response/Proposal
4. General Provisions
5. Drawings-Original Parking, Festival Space, and Pedestrian Bridge
6. Drawing-Pedestrian Bridge
7. Drawing-Original Ramp Construction
8. PBA Pedestrian Bridge Assessment
9. PBA Event Schedule
10. Employee Classification Act, Executive Order 83319
11. Employee Classification Act Affidavit
12. Certified Statement
13. Insurance Requirements
14. Certificate of Insurance and Endorsements
15. Instructions to Bidders
16. Notice to Bidders
17. 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.

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

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

Vendor Signature Page

**CONTRACT
WHJPA PBA Ramp Restoration Project
Bid No. 24-085
West Haymarket Joint Public Agency
Western Specialty Contractors**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

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

West Haymarket Joint Public Agency Signature Page

**CONTRACT
WHJPA PBA Ramp Restoration Project
Bid No. 24-085
West Haymarket Joint Public Agency
Western Specialty Contractors**

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

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

Approved Order No. _____

dated _____

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.

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

Prepared by the Engineers' Joint Contract Documents Committee

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

Western Specialty Contractors
14515 Grover Street, Suite 100
Omaha, NE 68144

SURETY (Name and Principal
Place of Business):

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

CONSTRUCTION CONTRACT

Date:
Amount: \$189,454.44

Description (Name and Location):

For all labor, material and equipment necessary for: WHJPA PBA Ramp Restoration Project, Bid No. 24-085

BOND

Date:
Amount: \$189,454.44

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Western Specialty Contractors
14515 Grover Street, Suite 100
Omaha, NE 68144

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place
Of Business):

Western Specialty Contractors
14515 Grover Street, Suite 100
Omaha, NE 68144

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

CONSTRUCTION CONTRACT
Date:

Amount: \$189,454.44

Description (Name and Location):
For all labor, material and equipment necessary for: WHJPA PBA Ramp Restoration Project, Bid No. 24-085

BOND
Date:
Amount: \$189,454.44

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corp. Seal) Company:

(Corp. Seal)

Western Specialty Contractors
14515 Grover Street, Suite 100
Omaha, NE 68144

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, and the American Institute of Architects.

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

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

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

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

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

Pursuant to Neb. Rev. Stat. ' 77-1323, I, _____, do hereby certify that all equipment to be used on WHJPA Project/Bid No. 24-085, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this ____ day of _____, 2024.

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On _____, 2024, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

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

Notary Public

(SEAL)



24-085

Western Specialty Contractors Supplier Response

Event Information

Number: 24-085
Title: WHJPA PBA Ramp Restoration Project
Type: Notice to Bidders
Issue Date: 3/22/2024
Deadline: 4/10/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: 440 South 8th Street
Suite 200
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

Western Specialty Contractors Information

Contact: Matt Allen
Address: 14515 Grover Street
#100
Omaha, NE 68144
Phone: (402) 594-8931
Email: mattla@westerngroup.com
Web Address: www.westernspecialtycontractors.com

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

Damon Matthew

Signature

Submitted at 4/10/2024 10:59:17 AM (CT)

damonm@westerngroup.com

Email

Response Attachments

WHJPA PBA Ramp Restoration, Bid Bond.pdf

Bid Bond

References -PBA Ramp.pdf

References

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

Yes

2 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage and comply with each provision listed in the **Insurance Requirements** form, 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 awarded vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.

Yes

3 Specifications

I acknowledge reading and understanding the specifications.

Yes

4 Drawings

I acknowledge reading and understanding the Project Drawings.

Yes

5	<p>Contract Contact</p> <p>The Purchasing Department issues Contracts via email to a designated contact person of the awarded Bidder. This designee should 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 to be awarded.</p> <p>Damon Matthew damonm@westerngroup.com (402)301-3223</p>
6	<p>Standard Specifications for Municipal Construction</p> <p>I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: lincoln.ne.gov Standard Specifications for Municipal Construction</p> <p><input checked="" type="checkbox"/> Yes</p>
7	<p>Bid Bond Submission - County</p> <p>I acknowledge and understand that my bid may 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 Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response. The original bond/check should 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.</p> <p>I have scanned and attached my bid bond.</p>
8	<p>Performance/Payment Bonds</p> <p>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.</p> <p><input checked="" type="checkbox"/> Yes</p>
9	<p>Employee Class Act Affidavit</p> <p>I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. If awarded the contract, I will abide by the law, notarize and attach the Employee Classification Act Affidavit to the contract.</p> <p><input checked="" type="checkbox"/> Yes</p>
10	<p>References</p> <p>I have attached my References on Company letterhead to the Response Attachment section of this bid.</p> <p><input checked="" type="checkbox"/> Yes</p>
11	<p>Assignment</p> <p>Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.</p> <p><input checked="" type="checkbox"/> Yes</p>
12	<p>Bid Documents</p> <p>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.</p> <p><input checked="" type="checkbox"/> Yes</p>
13	<p>Solicitation Notification</p> <p>How did you learn about this solicitation?</p> <p>Word of Mouth</p>

1
4 **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.

1
5 **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 an 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

Bid Lines

1	Joint Sealant Removal & Replacement Between Precast Caps (DLR Assessment Item No. 1)	Quantity: <u>156</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$9.09"/>	Total: <input type="text" value="\$1,418.04"/>
2	Joint Sealant Removal & Replacement Between Deck and Spandrel Beams (DLR Assessment Item No. 1)	Quantity: <u>1640</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$9.09"/>	Total: <input type="text" value="\$14,907.60"/>
3	Expansion Joint Removal & Replacement (DLR Assessment Item No. 2). Includes removal and reinstallation of door thresholds as necessary at expansion joint along building entrances.	Quantity: <u>149</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$127.55"/>	Total: <input type="text" value="\$19,004.95"/>
4	Cracks in Concrete Ramp & Plaza Decks (DLR Assessment Item No. 3)	Quantity: <u>2300</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$7.31"/>	Total: <input type="text" value="\$16,813.00"/>
5	Spalled Concrete on Ramp & Plaza Decks (DLR Assessment Item No. 3) Assume each individual repair is between 1-5 SF.	Quantity: <u>100</u> UOM: <u>SF</u>	Unit Price: <input type="text" value="\$137.01"/>	Total: <input type="text" value="\$13,701.00"/>
6	Cracks in LINCOLN Bridge Deck (Repair identical to DLR Assessment Item No. 3)	Quantity: <u>1300</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$7.31"/>	Total: <input type="text" value="\$9,503.00"/>
7	Spalled Concrete & Exposed Rebar Repair on Piers (DLR Assessment Item No. 4) Lump Sum for nine (9) total piers	Quantity: <u>1</u> UOM: <u>Lump Sum</u>	Unit Price: <input type="text" value="\$8,453.13"/>	Total: <input type="text" value="\$8,453.13"/>

8	<p>Spalled Concrete & Exposed Rebar Repair on Deck (DLR Assessment Item No. 4) Assume each individual repair is between 1-5 SF</p> <p>Quantity: <u>100</u> UOM: <u>SF</u> Unit Price: <input type="text" value="\$137.01"/> Total: <input type="text" value="\$13,701.00"/></p>
9	<p>Penetrating Sealer for Ramp, Plaza, and Bridge Decks (DLR Assessment Item No. 5, Option 1)</p> <p>Quantity: <u>38100</u> UOM: <u>SF</u> Unit Price: <input type="text" value="\$0.81"/> Total: <input type="text" value="\$30,861.00"/></p> <p>Item Notes: Lines 9, 10, and 11 are options and only one (1) line will be awarded.</p>
10	<p>Two-Part Polyurethane Traffic Coating for Ramp, Plaza, and Bridge Decks (DLR Assessment Item No. 5, Option 2)</p> <p>Quantity: <u>38100</u> UOM: <u>SF</u> Unit Price: <input type="text" value="\$3.51"/> Total: <input type="text" value="\$133,731.00"/></p> <p>Item Notes: Lines 9, 10, and 11 are options and only one (1) line will be awarded.</p>
11	<p>Epoxy Polymer Overlay Traffic Coating for Ramp, Plaza, and Bridge Decks (DLR Assessment Item No. 5, Option 3)</p> <p>Quantity: <u>38100</u> UOM: <u>SF</u> Unit Price: <input type="text" value="\$2.17"/> Total: <input type="text" value="\$82,677.00"/></p> <p>Item Notes: Lines 9, 10, and 11 are options and only one (1) line will be awarded.</p>
12	<p>Remove and Replace Concrete Trail – 5” Remove, rework, and replace 6” of subgrade underneath pavement prior to pouring new concrete. New base shall consist of 6” of compacted, crushed aggregate. New concrete shall not include an integral color.</p> <p>Quantity: <u>250</u> UOM: <u>SF</u> Unit Price: <input type="text" value="\$37.14"/> Total: <input type="text" value="\$9,285.00"/></p>
13	<p>Remove existing joint filler material from joint between bridge abutment wall and concrete gutter on either side of bridge abutment as shown on Sheet No. 58 of the “Original Festival Lot Construction Drawings.” Fill joints with hot tar sealant.</p> <p>Quantity: <u>65</u> UOM: <u>LF</u> Unit Price: <input type="text" value="\$63.15"/> Total: <input type="text" value="\$4,104.75"/></p>
14	<p>Remove and replace existing sealant at all expansion joints at top and bottom of all flights of steps as shown on Sheet No. 58 of the “Original Festival Lot Construction Drawings.” Utilize self-leveling polyurethane sealant appropriate for this size of joint. Existing stair details are shown on Sheet Nos. 81-84 of the “Original Festival Lot Construction Drawings.”</p> <p>Quantity: <u>180</u> UOM: <u>LF</u> Unit Price: <input type="text" value="\$9.09"/> Total: <input type="text" value="\$1,636.20"/></p>
15	<p>Remove and replace 6” concrete paving with integral curb around inlet, including replacing reinforcing steel and expansion joint and sealant at bridge abutment. Reconstructed paving and curb should be built per the original details shown on Sheet No. 11 of the “Original Festival Lot Construction Drawings.”</p> <p>Quantity: <u>1</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$6,835.20"/> Total: <input type="text" value="\$6,835.20"/></p>
16	<p>Clean and seal all joints between concrete panels in the area marked on Sheet No. 58 of the “Original Festival Lot Construction Drawings.” Colored pavement shall receive color matched polyurethane sealant. Uncolored pavement shall receive gray polyurethane sealant.</p> <p>Quantity: <u>500</u> UOM: <u>LF</u> Unit Price: <input type="text" value="\$6.12"/> Total: <input type="text" value="\$3,060.00"/></p>

1 7	Route and seal cracks in existing concrete in the area marked on Sheet No. 58 of the "Original Festival Lot Construction Drawings." Colored pavement shall receive color matched polyurethane sealant. Uncolored pavement shall receive gray polyurethane sealant.
Quantity: <u>10</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$7.31"/> Total: <input type="text" value="\$73.10"/>

1 8	Grind raised edges of existing concrete panels flush with adjacent panels in the area marked on Sheet No. 58 of the "Original Festival Lot Construction Drawings."
Quantity: <u>60</u> UOM: <u>LF</u>	Unit Price: <input type="text" value="\$10.02"/> Total: <input type="text" value="\$601.20"/>

1 9	Remove existing 4" concrete pad at the northeast corner of the bridge abutment, as marked on Sheet No. 58 of the "Original Festival Lot Construction Drawings." Adjust and compact subgrade as needed and replace with a new 4" slab of similar size New slab should be sloped to guide surface runoff around the corner of the bridge abutment and down the concrete gutter on the east side of the bridge abutment wall. Re-seed disturbed turf areas as necessary. Note: Vendor shall coordinate with Owner's fencing contractor to have the last segment of ornamental fencing removed prior to removing concrete. Note: Power and communication conduits are known to exit the bridge abutment immediately below this slab. Protect existing conduits during removal of concrete. Vendor shall coordinate with Owner's electrician who will reroute these conduits prior to concrete being placed back.
Quantity: <u>1</u> UOM: <u>Lump Sum</u>	Unit Price: <input type="text" value="\$3,714.00"/> Total: <input type="text" value="\$3,714.00"/>

2 0	Remove existing steel expansion joint cover plate. Vendor has option to either replace with a similar steel plate, welded to existing embeds and with beveled edges, OR to utilize an aluminum retrofit expansion joint cover system.
Quantity: <u>1</u> UOM: <u>EA</u>	Unit Price: <input type="text" value="\$3,170.27"/> Total: <input type="text" value="\$3,170.27"/>

Response Total: \$377,250.44

References:

1. Mercy One hospital
801 S. 5th Street
Sioux City, IA 51101

Project: Parking Ramp Restoration: \$550,000.00

Contact: Bill Riordan (712) 279-7942

2. Westroads Mall
10000 California Street
Omaha, NE 68128

Project: Parking structure restoration: \$600,000.00 (2020 to 2023)

Contact: Terry O Brien (402) 397-7183

3. Unity Point Hospital
2720 Stone Park Blvd
Sioux City, IA 51104

Project : Employee Garage Repairs: \$300,000.00

Contact: Mike Pribble (712) 369-3215

**WEST HAYMARKET JOINT PUBLIC AGENCY
GENERAL PROVISIONS
EXISTING PBA RAMP AND PEDESTRIAN BRIDGE DECK RENOVATION
WEST HAYMARKET JPA, LINCOLN, NEBRASKA**

1. GENERAL NOTICE

- 1.1 The West Haymarket JPA, hereinafter referred to as Owner, is 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: Pinnacle Bank Arena Ramp, occurring in the south plaza of Pinnacle Bank Arena, and to the north up the pedestrian on the east side of the arena in the West Haymarket District of 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 Owner.
 - 1.5.1 Vendor shall protect existing storm sewer inlets as necessary during the course of its work, including area inlets on the Ramp and Plaza. At the conclusion of construction, Vendor shall clean the inlets on the Ramp and Plaza of any debris or buildup to ensure proper operation.
- 1.5 The Owner will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
 - 1.5.1 The Owner 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 Owner 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 Shaon Mulder, Assistant Purchasing Agent (smulder@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 Owner in the form of a contract amendment.
- 1.13 Progress payments may be made by the Owner through the Project Manager and Owner Representative for documented work completed during the project.
 - 1.13.1 At no time will the Owner 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/Owner Representative with retention amounts following the City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans.
- 1.14 The Project Manager/Owner Representative for this project will be Brett Wasko – Project Control
- 1.16 A non-mandatory prebid meeting will be held at the time listed on the e-Bid website. Prebid meeting will start at the base of the ramp in the exterior south plaza of Pinnacle Bank Arena.
- 1.17 Attachments to the bid include the following:
 - 1.17.1 “Original PBA Ramp Construction Drawings.” This is a copy of the original project construction drawings for the ramp and plaza deck. The scope of this project is shown as colored mark-ups on this attachment on page 1 and described further in Section 13 of these specifications.
 - 1.17.2 “Original LINCOLN Bridge Construction Drawings.” This is a copy of the original project construction drawings for the LINCOLN pedestrian bridge. The scope of this project is shown as colored mark-ups on this attachment on page 3 and described further in Section 13 of these specifications.
 - 1.17.3 “PBA Bridge Assessment Final.” This is a copy of the conditions assessment report of the PBA Ramp and Plaza prepared by DLR Group.
 - 1.17.4 “Current PBA Event Schedule.” This is the known schedule of events to be held at Pinnacle Bank Arena over the project time period. Additional events may be scheduled in the future. Vendor shall take proactive measures to coordinate with the Project Manager and Pinnacle Bank Arena staff so as to avoid disruptions to PBA event traffic to the greatest extent possible.

2. CONTRACTOR INSURANCE

- 2.1 The awarded Vendor shall furnish the Owner 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 Owner 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 Owner 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/renovation services, and who cannot clearly demonstrate to the satisfaction of the Owner, 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 Owner 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 in the last five (5) years may not be required to provide such information unless requested by the Owner.
 - 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. This shall include any necessary ROW, street use, or street closure permits and/or fees required for the Vendor to complete its work.
- 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 Vendor will be responsible for protecting existing sidewalks, curbs and existing utilities and all adjacent facilities that are not specified for removal.
 - 5.6.1 Vendor will be held responsible for any damage or lost items during this process.
- 5.7 Vendor 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.
- 5.8 Vendor shall coordinate all site activities in such a manner to limit the impact to events in the area, including but not limited to events at Pinnacle Bank Arena, the Farmer's Market, events at the Railyard, and other events in the area.
 - 5.8.1 The current known Pinnacle Bank Arena event schedule is provided as an attachment to the bid documents for reference. Vendor shall take proactive measures to

coordinate with the Project Manager and Pinnacle Bank Arena staff so as to avoid disruptions to PBA event traffic to the greatest extent possible.

5.8.2 The Lincoln Arts Festival will be held along Canopy Street on June 15th and 16th. No road closures, sidewalk closures, parking closures, ramp closures, bridge closures, or other ROW obstructions will be allowed to remain in place during this event. Any work installed leading up to this event must be in a condition to allow full public access to the area during the duration of the festival.

5.9 Vendor shall coordinate all site activities with other construction projects happening in the area, including but not limited to the projects below. All projects below are anticipated to occur along approximately the same or similar timelines as the Vendor's scope of work, and close coordination between projects will be required to maintain adequate pedestrian and vehicular access throughout the area.

5.9.1 The West Haymarket Streetscape Extension project on the west side of Canopy Street between N and O Streets.

5.9.2 The WHJPA Canopy Renovation project, occurring along Canopy Street between N and R Streets.

6. PROJECT COMPLETION AND WARRANTY

6.1 Substantial completion of the project shall be August 16, 2024. 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 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 Owner 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 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 general inspections will be conducted by the Project Manager, but these inspections are not intended to fulfill any required testing or inspection required by any AHJ or product supplier. Vendor shall be responsible for ensuring all required tests and inspections are completed as part of its scope of work.
- 10.2 The Contractor shall be responsible for contacting and coordinating with all necessary Authorities Having Jurisdiction regarding any and all 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 shall 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 in 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. **BID LINE ITEMS**

Bid items are defined below and reference technical requirements given in the DLR Assessment report, attached to the bid documents in e-Bid. Vendor shall provide pricing as defined for each item. Items are shown in colored mark-ups on attachments "Original PBA Ramp Construction Drawings," page 1, on "Original LINCOLN Bridge Construction Drawings," page 3, and on "Original Festival Lot Construction Drawings," page 58. Owner will elect to proceed with only one of Bid Items 9a, 9b, and 9c.

NOTE: Vendor is responsible for identifying actual field conditions in determining its pricing. The attached plan sets are provided for the Vendor's information and reference only. Additional payments will not be made for existing conditions which could have been discovered by reasonable site investigation.

- 13.1 **Bid Item No. 1:** Joint Sealant Removal & Replacement Between Precast Caps (DLR Assessment Item No. 1). Bid Quantity 156 LF.
- 13.2 **Bid Item No. 2:** Joint Sealant Removal & Replacement Between Deck and Spandrel Beams (DLR Assessment Item No. 1). Bid Quantity 1,640 LF.
- 13.3 **Bid Item No. 3:** Expansion Joint Removal & Replacement (DLR Assessment Item No. 2). Includes removal and reinstallation of door thresholds as necessary at expansion joint along building entrances. Bid Quantity 149 LF.
- 13.4 **Bid Item No. 4:** Cracks in Concrete Ramp & Plaza Decks (DLR Assessment Item No. 3). Bid Quantity 2,300 LF.
- 13.5 **Bid Item No. 5:** Spalled Concrete on Ramp & Plaza Decks (DLR Assessment Item

- No. 3). Bid Quantity 100 SF. Assume each individual repair is between 1-5 SF.
- 13.6 **Bid Item No. 6:** Cracks in LINCOLN Bridge Deck (Repair identical to DLR Assessment Item No. 3). Bid Quantity 1,300 LF.
- 13.7 **Bid Item No. 7:** Spalled Concrete & Exposed Rebar Repair on Piers (DLR Assessment Item No. 4). Bid Quantity 1 Lump Sum for nine (9) total piers.
- 13.8 **Bid Item No. 8:** Spalled Concrete & Exposed Rebar Repair on Deck (DLR Assessment Item No. 4). Bid Quantity 100 SF. Assume each individual repair is between 1-5 SF.
- 13.9 **Bid Item No. 9a:** Penetrating Sealer for Ramp, Plaza, and Bridge Decks (DLR Assessment Item No. 5, Option 1). Bid Quantity 38,100
- 13.10 **Bid Item No. 9b:** Two-Part Polyurethane Traffic Coating for Ramp, Plaza, and Bridge Decks (DLR Assessment Item No. 5, Option 2). Bid Quantity 38,100
- 13.11 **Bid Item No. 9c:** Epoxy Polymer Overlay Traffic Coating for Ramp, Plaza, and Bridge Decks (DLR Assessment Item No. 5, Option 3). Bid Quantity 38,100
- 13.12 **Bid Item No. 10:** Remove and Replace Concrete Trail – 5". Remove, rework, and replace 6" of subgrade underneath pavement prior to pouring new concrete. New base shall consist of 6" of compacted, crushed aggregate. New concrete shall not include an integral color. Bid Quantity 250 SF.
- 13.13 **Bid Item No. 11:** Remove existing joint filler material from joint between bridge abutment wall and concrete gutter on either side of bridge abutment as shown on Sheet No. 58 of the "Original Festival Lot Construction Drawings.". Fill joints with hot tar sealant. Bid Quantity 65 LF.
- 13.14 **Bid Item No. 12:** Remove and replace existing sealant at all expansion joints at top and bottom of all flights of steps as shown on Sheet No. 58 of the "Original Festival Lot Construction Drawings." Utilize self-leveling polyurethane sealant appropriate for this size of joint. Existing stair details are shown on Sheet Nos. 81-84 of the "Original Festival Lot Construction Drawings." Bid Quantity 180 LF.
- 13.15 **Bid Item No. 13:** Remove and replace 6" concrete paving with integral curb around inlet, including replacing reinforcing steel and expansion joint and sealant at bridge abutment. Reconstructed paving and curb should be built per the original details shown on Sheet No. 11 of the "Original Festival Lot Construction Drawings."
- 13.16 **Bid Item No. 14:** Clean and seal all joints between concrete panels in the area marked on Sheet No. 58 of the "Original Festival Lot Construction Drawings." Colored pavement shall receive color matched polyurethane sealant. Uncolored pavement shall receive gray polyurethane sealant. Bid Quantity 500 LF.
- 13.17 **Bid Item No. 15:** Route and seal cracks in existing concrete in the area marked on Sheet No. 58 of the "Original Festival Lot Construction Drawings." Colored pavement shall receive color matched polyurethane sealant. Uncolored pavement shall receive gray polyurethane sealant. Bid Quantity 10 LF.
- 13.18 **Bid Item No. 16:** Grind raised edges of existing concrete panels flush with adjacent panels in the area marked on Sheet No. 58 of the "Original Festival Lot Construction Drawings." Bid Quantity 60 LF.

- 13.19 **Bid Item No. 17:** Remove existing 4" concrete pad at the northeast corner of the bridge abutment, as marked on Sheet No. 58 of the "Original Festival Lot Construction Drawings.". Adjust and compact subgrade as needed and replace with a new 4" slab of similar size. New slab should be sloped to guide surface runoff around the corner of the bridge abutment and down the concrete gutter on the east side of the bridge abutment wall. Re-seed disturbed turf areas as necessary. **Note:** Vendor shall coordinate with Owner's fencing contractor to have the last segment of ornamental fencing removed prior to removing concrete. **Note:** Power and communication conduits are known to exit the bridge abutment immediately below this slab. Protect existing conduits during removal of concrete. Vendor shall coordinate with Owner's electrician who will reroute these conduits prior to concrete being placed back. Bid Quantity 1 Lump Sum.
- 13.20 **Bid Item No. 18:** Remove existing steel expansion joint cover plate. Vendor has option to either replace with a similar steel plate, welded to existing embeds and with beveled edges, OR to utilize an aluminum retrofit expansion joint cover system. Bid Quantity 1 EA.



DLR Group inc.
a Nebraska corporation
6457 Frances Street, Ste 200
Omaha, NE 68106

March 15, 2024

Caleb Swanson, Project Control INC.
c/o West Haymarket Joint Public Agency
555 S 10th Street
Lincoln, NE 68508

Re: Pinnacle Bank Arena Pedestrian Bridge, Lincoln, NE
DLR Group Project # 10-23121-00

Dear Mr. Swanson:

Per our Agreement, dated 5/19/23, DLR Group has performed an assessment of the Pinnacle Bank Arena Pedestrian Bridge. In accordance with our agreement, we have provided the following work:

- Site visit for investigation and assessment of deterioration
- Documentation of issues as seen on site with pictures
- Recommended repair and protection
- Product data specifications

In general, the pedestrian bridge and upper plaza deck consists of a concrete precast structure with cast-in-place concrete topping. The upper plaza deck utilizes 32" deep precast double tees with a 4" reinforced concrete topping, spanning to precast beams and columns. The pedestrian bridge portion utilizes 4" thick reinforced precast slabs with 3 ½" reinforced concrete topping spanning to precast beams and spandrel panels and supported by precast concrete columns. The lower ramp portion at the base of the bridge consists of 8" thick reinforced precast slabs with a 3 ½" concrete topping, spanning to 8" load-bearing cast-in-place concrete walls.

During our investigation, it was noted that the bridge/plaza showed signs of deterioration with cracked concrete, exposed rebar, spalling, expansion joint deterioration, and damaged joint sealant.

Our investigation and recommendation is limited to observable conditions of the pedestrian bridge and plaza and does not provide an analysis or opinion of the structural integrity of the facility.

Documented Issues

The deterioration issues at the bridge and plaza were documented during the walkthrough on June 22, 2023, and are provided below. The referenced photographs are also included in this report as an attachment.

- 1) Sealant is damaged and/or deteriorating.
 - a. Joint sealant at multiple locations along the bridge has cracked, separated, and is not properly sealing the joints from moisture penetration. The sealant at the cast stone wall cap is cracked and failing, allowing moisture to penetrate behind the brick veneer. *Reference Photos 1-1 through 1-3.*
 - b. Sealant along the bridge and plaza deck at the joint between the deck and spandrel panels is cracked and deteriorated. The trapped moisture will cause reinforcing to corrode and concrete to spall during freeze/thaw cycles. Occurs at multiple locations along the bridge. *Reference Photos 1-4 through 1-6.*
 - c. Vertical sealant between spandrel panels is cracked and failing. Larger movement joints are not properly sealed and filler foam is exposed. *Reference Photos 1-7 through 1-14.*
 - d. Precast panel pick-point sealant has failed and grout is exposed. *Reference Photo 1-15.*

- 2) Expansion joints have deteriorated/failed.
 - a. Expansion joints in the concrete deck between the bridge and plaza show signs of deterioration due to age and weathering and have torn or become detached from the concrete surface. *Reference Photos 2-1 through 2-7.*
 - b. Expansion joint at plaza/building interface is showing signs of failure in some locations. Door threshold plates are attached directly to the expansion joint. *Reference Photos 2-8 through 2-16.*

- 3) Cast-in-place concrete topping has cracked and spalled.
 - a. Cracks have formed in several places along the bridge ramp, platform, and stairs. Cracks ranged from hairline to over 1/4" wide in some locations. Areas of spalled concrete are also found on the deck and the stairs. The cracks will allow moisture to penetrate the deck slab and deteriorate the reinforcing. *Reference Photos 3-1 through 3-4.*

- 4) Exposed reinforcing.
 - a. Along the plaza slab nearest the pedestrian bridge to the north, areas of concrete spall and exposed rebar with signs of rebar deterioration were documented. Multiple locations of exposed and rusted rebar had caused concrete to spall with rebar in the concrete deck installed with minimal concrete cover. *Reference Photos 4-1 through 4-7.*
 - b. Exposed reinforcing was visible from the ground on the precast concrete support piers where spandrel beams are supported. The exposed rebar has rusted and is showing signs of deterioration. *Reference Photos 4-8 through 4-13.*

- 5) Concrete Surface is deteriorating.
 - a. Concrete surface of the bridge deck is deteriorating and has large areas of exposed aggregate and pitting. Heavy pitting of the surface due to weathering and winter treatment occurs throughout the full length of the ramp and plaza deck. Additional areas where the concrete surface has spalled was documented. *Reference Photos 5-1 through 5-15.*

Recommended Corrective Work

The completion of the corrective work as noted in this section is at the discretion of the owner. All work should be performed by a qualified contractor. Products provided are basis-of-design and equivalent products can be used at the choice of the owner/contractor. Follow all manufacturer's instructions for installation and engage manufacturer product representatives due to product advancements and changes.

- 1) **Sealant:** Remove and replace damaged and deteriorated sealant for all joints less than 2" wide with backer rod and flexible joint sealant. For larger joints and vertical sealed joints between precast, a pre-formed foam joint is recommended. If pre-formed foam joint is not desired, foam backing and sealant would suffice.
 - a. Polyurethane Sealant for horizontal application: Sika - Sikaflex 1A or Sikaflex 1c SL
 - b. Polyurethane Sealant for vertical application: Sika - Sikaflex 15 LM
 - c. Pre-formed foam seal: Sika - Emseal Colorseal

- 2) **Expansion Joints:** Remove and replace damaged and failing expansion joints. Once expansion joint has been removed, assess concrete topping condition at joint for proper installation of new expansion joint. If concrete surface is clean and void of any spalling or cracking, a joint-face adhered expansion joint can be used, which allows for non-invasive anchoring and no demolition of concrete topping. In lieu of an adhered expansion joint, a block out mounted expansion joint with winged seal can be used and requires minimal demolition of the concrete topping to apply repair nosing material. At building/plaza interface, use a joint-face adhered expansion joint only.
 - a. Joint face adhered expansion joint: Sika – Emseal DSM System
 - b. Blockout mounted expansion joint: Sika – Emseal Thermaflex
 - c. Repair mortar for nosing material: Sika – Emseal Emcrete

- 3) **Cracked and spalled concrete:** If Option 1 (penetrating concrete sealer) or Option 2 (urethane traffic coating) in section 5 is desired, route and seal all cracks in the deck with polyurethane sealant prior to applying sealer or traffic coating. For areas of spalled concrete, carefully saw cut to not damage reinforcing and remove section of concrete to install repair mortar. Follow manufacturers instructions for clean a prep to receive repair mortar. If Option 3 (epoxy polymer overlayment traffic coating) is desired, remove loose concrete and omit sealant and repair mortar.
 - a. Polyurethane Sealant: Sika – Sikaflex 1A or Sikaflex 1c SL
 - b. Repair Mortar: Sika – Sikacrete 211 cementitious repair mortar

- 4) **Exposed Reinforcing:** For deck repair, if Option 1 (penetrating concrete sealer) or Option 2 (urethane traffic coating) in section 5 is desired, carefully saw cut sections around exposed reinforcing and chip away slab to not damage reinforcing. The surface must be cleanly cut to avoid tapered edges, void of any dirt/grease/other bond-inhibiting materials, the aggregate must be exposed, and the reinforcing steel should be mechanically cleaned. Verify manufacturers instructions for clean a prep to receive repair mortar. Install correct repair mortar based on available cover/thickness. If Option 3 (epoxy polymer overlayment traffic coating) is desired, remove loose concrete and omit sealant and repair mortar. For pier repair, remove loose concrete and expose/sandblast rebar to remove all rust. Provide repair mortar to protect reinforcing and apply corrosion inhibitor for long-term protection.
 - a. Repair Mortar for horizontal application (1" to 8" thick): Sika – Sikacrete 211
 - b. Repair Mortar for vertical/overhead application or less than 1.5" thick application : Sika – SikaTop 123 Plus
 - i. Corrosion Inhibitor: Sika – FerroGard 908 for corrosion inhibitor for added protection for structural rebar in piers

- 5) Concrete Surface Coating: Three options are listed below for a range of products and applications that would protect the deck from further weathering. Option 1 (penetrating sealer) is the most economical option but would require re-application every 2 years. Option 2 (two-part polyurethane traffic coating) offers a longer protection.. Option 3 (epoxy polymer traffic coating) would offer the longest protection. For Options 1 & Options 2, all cracks, spalled concrete, and exposed rebar must be repaired prior to application of coating. For Option 3, the multi coat overlay system will cover the cracked concrete and exposed rebar, but all loose debris and concrete should be removed.
- a. Option 1 – Provide a penetrating sealer over the deck. Silane based water repellent penetrating sealer to protect concrete from continued corrosion due to moisture. A penetration sealer will not fill in voids or repair the surface roughness or pitting. Depending on the specific condition and the pitting, multiple coats may be required for proper coverage and protection. Prior to installation, follow recommendations for sealing cracks, repairing spalled concrete, and repairing exposed rebar.
 - i. Penetrating Sealer:
 1. Sika - Sikagard 740 W
 2. Evonik – Protectosil 100
 - b. Option 2 – Provide a two-part polyurethane traffic coating over the deck. Urethane coating would be gray in color and would have a textured topcoat to provide slip resistance. Prior to installation, follow recommendations for sealing cracks, repairing spalled concrete, and repairing exposed rebar.
 - i. Polyurethane Traffic Coating:
 1. Peda-Gard FC Aliphatic System
 2. Sika – Sikalastic System
 - c. Option 3 – Provide an epoxy polymer overlay traffic coating. Coating provides very high slip resistance. Prior to epoxy coating, remove all loose debris from spalled/cracked concrete and sandblast exposed rebar. Repair larger areas of spalled concrete and exposed rebar with epoxy aggregate mortar base coat. Use same epoxy across entire deck and broadcast aggregate into it while wet.
 - i. Sika – Sikadur 27 Lo-Mod as approved by NDOT

In accordance with our agreement, DLR Group has performed an investigation of the deterioration of the Pinnacle Bank Arena Pedestrian Bridge and has noted the issues above from our visual observation during our site visit. The above noted recommendations are provided to prolong the life of the structure. As previously indicated, products provided are basis-of-design and equivalent products can be used at the discretion of the owner/contractor. Follow all manufacturer’s instructions for installation and engage manufacturer product representative prior to installation.

Sincerely,

DLR GROUP, INC



Jake McConnell, PE, SE
Structural Engineer | Principal

Attachment(s):

Photos

Product Data



PHOTO 1-1



PHOTO 1-2



PHOTO 1-3



PHOTO 1-4



PHOTO 1-5



PHOTO 1-6



PHOTO 1-7



PHOTO 1-8



PHOTO 1-9



PHOTO 1-10



PHOTO 1-11



PHOTO 1-12



PHOTO 1-13



PHOTO 1-14



PHOTO 1-15



PHOTO 2-1



PHOTO 2-2



PHOTO 2-3



PHOTO 2-4



PHOTO 2-5



PHOTO 2-6



PHOTO 2-7

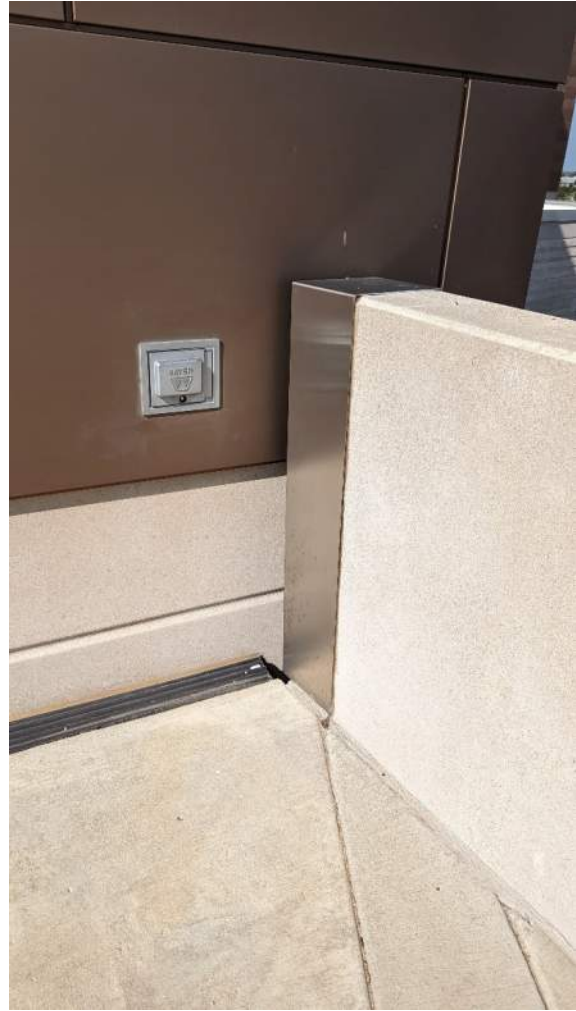


PHOTO 2-8



PHOTO 2-9



PHOTO 2-10



PHOTO 2-11



PHOTO 2-12



PHOTO 2-13



PHOTO 2-14



PHOTO 2-15



PHOTO 2-16



PHOTO 3-1



PHOTO 3-2



PHOTO 3-3



PHOTO 3-4



PHOTO 4-1



PHOTO 4-2



PHOTO 4-3



PHOTO 4-4



PHOTO 4-5



PHOTO 4-6



PHOTO 4-7

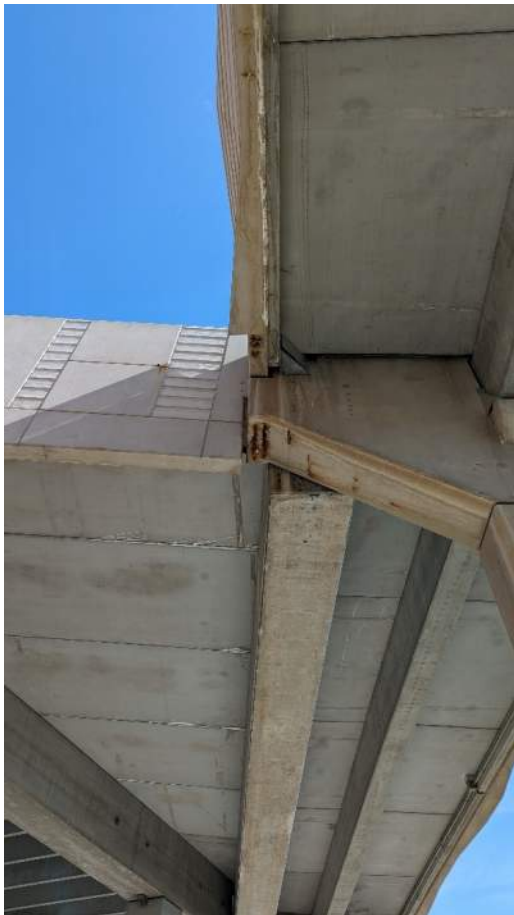


PHOTO 4-8



PHOTO 4-9



PHOTO 4-10



PHOTO 4-11



PHOTO 4-12



PHOTO 4-13



PHOTO 5-1



PHOTO 5-2



PHOTO 5-3



PHOTO 5-4



PHOTO 5-5



PHOTO 5-6



PHOTO 5-7



PHOTO 5-8



PHOTO 5-9



PHOTO 5-10



PHOTO 5-11

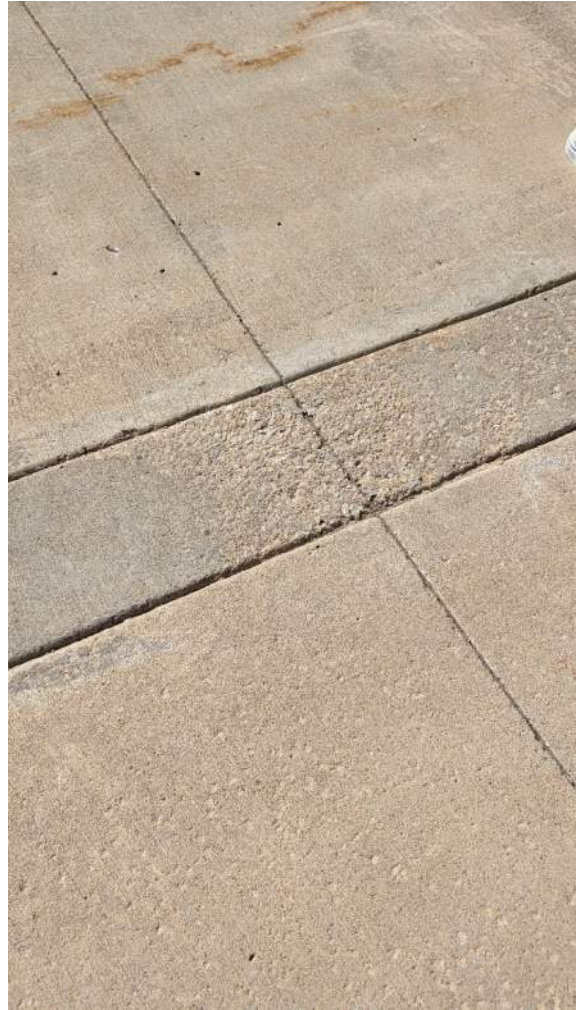


PHOTO 5-12



PHOTO 5-13



PHOTO 5-14



PHOTO 5-15

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

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

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

PRINT NAME: _____
(First, Middle, Last)

SIGNATURE: _____

TITLE: _____

State of Nebraska)
) ss.
County of _____)

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

Notary Public

smart # 10070200
7-26-10/law/tb



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

Insurance Requirements

Submitted on	21 March 2024, 3:04PM
Receipt number	1361
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **“Agreement”** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **“City”** shall mean the City of Lincoln, NE.
- **“COI”** shall mean a Certificate of Insurance.
- **“Contractor”** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **“County”** shall mean the County of Lancaster, Nebraska.
- **“Owner(s)”** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **“PBC”** shall mean the Lincoln-Lancaster County Public Building Commission.
- **“Site”** shall mean the location the Work is being completed and/or delivered to.
- **“WHJPA”** shall mean the West Haymarket Joint Public Agency.
- **“Work”** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 3.1. Construction Agreements
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.
-

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
 - B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
 - C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
 - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
 - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
-

3.1 Construction Agreements: The following shall also apply for Construction and Construction-Related Agreements:

- A. **Basis:** The General Aggregate shall apply on a Per Project basis. The policy aggregate, if applicable, shall not be less than five (5) times the general aggregate.
 - B. Products and completed operations coverage shall be maintained for at least four (4) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) substantial completion. Contractor shall furnish Owner evidence of continuation of such insurance for the four (4) years.
 - C. **Additional Insured Endorsement Forms:** Endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
 - D. **Electronic Data:** Policy shall be endorsed to remove the exclusion for damage to electronic data "that does not result from physical injury to tangible property" by adding an Electronic Data Liability endorsement ISO CG 04 37 or its equivalent.
-

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
 - B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
 - C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
 - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
 - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
-

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
 - B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
 - C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.
-

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

smulder@lincoln.ne.gov

INSTRUCTIONS TO BIDDERS

“Owner(s)” shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. **BIDDING PROCEDURE**

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. **EBID/IONWAVE REGISTRATION**

Bidders must be registered on the Owner’s Ebid site to submit a response to any solicitation.

 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on “Supplier Registration” in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as “non-responsive” and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner’s most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. **CLARIFICATION OF BIDDING DOCUMENTS**

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. **INDEPENDENT PRICE DETERMINATION**

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. **BRAND NAMES/ALTERNATES**

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. If items are small and mailable and 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 the Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. 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 the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 the Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 11.1.1. **PURCHASE ORDER**
A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
- 11.1.2. **CONTRACT**
- 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
- 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
- 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
- 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
- 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit 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.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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
Saturday, March 23, 2024
Friday, March 29, 2024

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 **2:00 pm, Wednesday, April 10, 2024**, for providing the following:

**WHJPA Canopy Restoration
Bid No. 24-081**

**West Haymarket Streetscape Expansion
Bid No. 24-084**

**WHJPA PBA Ramp Restoration Project
Bid No. 24-085**

A Pre-bid meeting will be held on Tuesday, April 2, 2024, at 9:30 a.m., located at Canopy and "O" Street, with the Streetscape Expansion taking place 1st, and at 10:00 the Canopy Restoration project same location and at 10:30 moving to the Ramp Restoration project located at Canopy and "R" Streets in Lincoln, NE 68508. 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: "Bid" - in search box, click "Bid and Contracts", 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.

RESOLUTION NO.

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

3 That the attached Agreement for Engineering Services between the West Haymarket Joint
4 Public Agency and Olsson, Inc. for field inspections and structural conditions analysis of the
5 Lincoln pedestrian bridge, for a sum not to exceed \$45,000.00, is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Agreement.

Adopted this ____ day of April, 2024.

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

Tom Beckius

**WEST HAYMARKET JOINT PUBLIC AGENCY
AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT is entered into by and between the West Haymarket Joint Public Agency, hereinafter referred to as “WHJPA”, and

Olsson, Inc.
601 P Street, Suite 200
Lincoln, NE 68508

(Engineer).

In consideration of the mutual covenants herein contained, WHJPA hereby agrees to contract with Engineer to perform engineering and related professional services hereinafter outlined in connection with

Pedestrian Bridge Inspection as set forth in the Scope of Services.

(Work).

SECTION I — SCOPE OF SERVICES

Engineer agrees to timely and professionally complete the Work described above and herein, furnish and pay all costs, including any related taxes, and to furnish all labor, supplies and material and everything else reasonably necessary to complete the same unless specifically provided otherwise in this Agreement for the services listed in the Scope of Services (Scope), attached hereto. Such Scope of Services may also be referred to as “the Work.” To the extent that the Scope, Engineer’s proposal, or any other attachment hereto is in conflict with this Agreement, this Agreement shall control.

SECTION II — COMPENSATION

For the services or Work covered by this Agreement, WHJPA agrees to pay Engineer as follows:

1. **Basic Services.** Engineer shall be paid the compensation set forth in the Scope attached hereto, plus all allowed actual expenses and the total of all fees and allowed actual expenses shall not exceed \$45,000.00 without written consent of WHJPA. WHJPA is not responsible for fees or expenses incurred prior to full and complete execution of this Agreement unless otherwise agreed to by WHJPA.
2. **Additional Services or Change in Scope.** WHJPA may from time to time, require additional services or change in Scope. Such services, including the amount of compensation for such services, which are mutually agreed upon by and between WHJPA and Engineer, shall be effective when incorporated by written amendments to this Agreement. Additional services or change in Scope shall not begin until the amendment is executed.
3. **Cost Overruns.** Engineer is responsible for determining if the actual fees or expenses will exceed the maximum amount stated above. If at any time during the Work, Engineer determines that the fees or expenses will exceed, or have exceeded the maximum amount stated above, Engineer must immediately notify WHJPA in writing and describe which fees or expenses are causing the overrun and the reason. Engineer must also estimate the additional

fees or expenses needed to complete the Work. WHJPA will then determine if the maximum amount is to be increased, remain the same, or determine if the scope of the Work needs to be modified or terminated. An amendment will be prepared if cost overruns are authorized by WHJPA.

4. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties unless otherwise set forth in the Scope of Work and shall continue until completion of all obligations of this Agreement, but in no event longer than September 30, 2024, unless approved extensions are issued by written amendment.
5. **Invoices.** Unless otherwise set forth in the attachments, invoices shall be payable as follows:
 - Monthly
 - Lump Sum
 - Other: _____

Invoices must present activities of Engineer and/or any subcontractors showing not less than actual hours worked, hourly rates applied, actual expenses incurred unless otherwise specified in the Scope or Fee Schedule, and any applicable supporting documentation, such as, but not limited to, receipts. All invoices shall be in a format acceptable to WHJPA.

6. **Progress Reports.** Invoices shall be substantiated by written progress reports which indicate the percentage of the Work completed or other metrics of progress agreed to or reasonably requested by WHJPA or as set forth in the proposal or Scope. A written progress report shall be provided to WHJPA each month in which Work is done by Engineer. Engineer shall provide a progress report within a reasonable time after a request for such report by WHJPA, separate and apart from the billing process.
7. **Payment.** WHJPA shall pay Engineer within thirty (30) days of approval of Engineer's invoices. WHJPA may reject all or part of any invoice for any reasonable cause. Payment is dependent upon whether the monthly progress reports provide adequate substantiation for the Work and whether WHJPA determines that the Work is satisfactory. Upon determination that the Work was adequately substantiated and satisfactory, payment will be made in the amount of one hundred percent (100%) of the billed actual costs and hourly fees. After Engineer has completed all Work required under this Agreement, a final invoice shall be submitted to WHJPA. Upon acceptance of the Work by WHJPA and final payment is made, an audit of all invoiced amounts may be completed by WHJPA or its authorized representative.
8. **Final Payment.** The acceptance of the final payment will constitute and operate as a release to WHJPA for all claims and liability of Engineer, its representatives, and assigns, for any and all things done, furnished, or relating to the services and Work rendered by or in connection with this Agreement or any part thereof. Engineer agrees to reimburse WHJPA for any overpayments.

SECTION III — WHJPA'S RESPONSIBILITIES

If available, WHJPA will furnish, as required for the Work and not at the expense of Engineer, the following items:

1. Property, boundary, easement, right-of-way, utility surveys, and property descriptions when

such information is required.

2. All maps, drawings, records, audits, annual reports, and other data that are available in the files of WHJPA and which may be useful in the Work involved under this Agreement, including existing surveys, maps, and boring information for the site. Engineer must identify and specifically request available information by itemized written request with sufficient detail to identify existing documents. WHJPA does not warrant or represent that such information is accurate or complete with regard to the Work.
3. Access to public and private property, as necessary, when required in conduct of field investigations.
4. Charges for review of drawings and specifications by governmental agencies required for concurrence or permits, if any.

SECTION IV — OTHER MATTERS

It is mutually understood and agreed:

1. **Termination of Agreement.** Termination may occur for any of the following reasons:
 - a) This Agreement may be terminated by WHJPA or Engineer if the other party fails to adequately perform any material obligation required by this Agreement (Default). Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default.
 - b) WHJPA may terminate this Agreement, in whole or part, for any reason for WHJPA's own convenience upon at least ten (10) calendar days' written notice to Engineer.
 - c) WHJPA may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of WHJPA. In the event of unavailability of funds to pay any amounts due under this Agreement, WHJPA shall immediately notify Engineer, and this Agreement shall terminate without penalty or expense to WHJPA. Upon termination, WHJPA shall pay Engineer for any approved and documented Work completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.
 - d) If the Agreement is terminated by WHJPA as provided in (b) or (c) above, Engineer shall be paid for all Work performed, and reimbursable expenses incurred, not to exceed the maximum amounts payable under the compensation section above, up until the date of termination. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of termination.
 - e) Engineer agrees that, upon termination as provided in this section (a) above, Engineer shall not be employed by any developer or other party who is or may be interested in the Work, without prior written approval of WHJPA.

- f) WHJPA reserves the right to withhold payment for Work rendered that is not in compliance with this Agreement or setoff against payments due.
2. **Project Representatives.** Caleb Swanson act as WHJPA's Authorized Representative for the Work and Tyler Cramer will act as Engineer's authorized representative. Engineer's authorized representative shall have direct and responsible charge for timely completing Engineer's responsibilities. All changes and other matters requiring decisions on the part of WHJPA will be administered and directed by WHJPA's authorized representative.
 3. **Cost Estimates.** Engineer represents that construction estimates are done according to the Scope and shall comply with the current applicable City of Lincoln Standard Specifications for Municipal Construction, using unit prices where possible. Engineer does not warrant that contractor bids will be acceptable to WHJPA.
 4. **Signatures and Approvals.** All submittals by Engineer shall be complete for project purposes and include all required seals, signatures, and approvals.
 5. **Construction Phase Changes.** All design changes made during construction must be approved by WHJPA in writing.
 6. **Advisory Capacity for Disputes.** In disputes between WHJPA and any other party, Engineer shall advise WHJPA on issues concerning the Work.
 7. **Ownership of Drawings and Specifications.** Upon termination or final payment, drawings, specifications, electronic files, and other work product or deliverables (information) shall become the property of WHJPA as soon as payment for the same has been completed or termination has been affected. Engineer may retain copies of all information for its records and use if it so desires. In the event WHJPA elects to use portions of or all of the information contained in the documents prepared for the Work, for any purpose other than the specific purpose for which they were prepared, WHJPA agrees to hold harmless and indemnify Engineer for and against any and all liability in any manner whatsoever arising out of the utilization of such information.
 8. **Engineer's Supervision; Seal.** All required Work shall be performed under the direct supervision of a registered professional engineer licensed to practice in the State of Nebraska. Engineer also hereby agrees to affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and specifications prepared hereunder.
 9. **Independent Contractor.** WHJPA is interested only in the results produced by this Agreement. Engineer has sole and exclusive charge and control of the manner and means of performance. Engineer shall perform as an independent contractor, and it is expressly understood that neither Engineer nor any of its staff are employees of WHJPA and are not entitled to any WHJPA benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, injury leave, or other leave provisions.
 10. **Fair Employment.** Engineer shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or

privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, Neb. Rev. Stat. § 48-1122, as amended, or such similar federal law as may be applicable.

11. **Fair Labor Standards.** Engineer shall maintain Fair Labor Standards in the performance of this Agreement as required by Chapter 73, Nebraska Revised Statutes, as amended.
12. **Insurance; Coverage.** Engineer, prior to beginning the Work, agrees to WHJPA's Insurance requirements and shall provide proof of insurance coverage in a form satisfactory to WHJPA, which shall not withhold approval unreasonably, with the coverages, minimum limits, and endorsements described in the INSURANCE REQUIREMENTS FOR ALL CITY OF LINCOLN, LANCASTER COUNTY, AND PUBLIC BUILDING COMMISSION AGREEMENTS, attached and incorporated herein.
13. **Indemnification.** To the fullest extent permitted by law the Engineer shall indemnify, defend, and hold harmless the WHJPA and its elected officials, officers, agents, 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 Engineer, 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 Engineer 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.
14. **Sovereign Immunity.** Nothing in this Agreement shall be construed to waive the sovereign immunity of WHJPA.
15. **Copyrights, Royalties, and Patents; Warranty.**
 - a) Without exception, Engineer represents and warrants that the consideration for this Agreement includes Engineer's payment, if any, for any and all royalties or costs due any third party arising from patents, trademarks, copyrights, and other similar intangible rights claimed by any such third party in any way involved with or related to the Work provided herein by Engineer pursuant to this Agreement. Further, Engineer shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Engineer represents that all materials, processes, or other protected rights, if any, to be used in the creation of the Work have been duly licensed or authorized by the appropriate parties for such use. Engineer agrees to furnish WHJPA upon demand written documentation of such license or authorization and if unable to do so, Engineer agrees that WHJPA may withhold a reasonable amount from Engineer's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

- b) Engineer shall indemnify WHJPA and defend suits or claims for infringement for damages, including but not limited to attorney's fees, of any patent, copyright, trademark, or other intangible rights that Engineer has used in the course of performing this Agreement.
 - c) Engineer represents and warrants to WHJPA that it is free to enter into this Agreement and that the performance thereunder will not conflict with any other Agreement to which Engineer may be a party. Engineer represents and warrants to WHJPA that the Work is unique and original, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
 - d) Engineer agrees to and hereby transfers all right, title, and interest, including those of a property or copyright nature, in any reports, studies, data, website creation, digital files, imagery, metadata, maps, statistics, forms, and any other works or materials produced under the terms of this Agreement. No such work or materials produced, in whole or in part, under this Agreement, shall be subject to private use or copyright by Engineer without express written consent of WHJPA. WHJPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as WHJPA deems appropriate. Engineer warrants that all materials, processes or other protected rights to be used have been duly licensed or authorized for WHJPA's use.
16. **Engineer's Standard of Care.** In providing the Work under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting the standard set forth herein. Engineer further agrees that the Work provided shall conform to the requirements of this Agreement.
17. **Compliance with Law.** Engineer shall comply with all Federal, State, and local laws, rules, and regulations applicable to the Work, including applying for and obtaining all necessary permits, certifications, licenses, and approvals required by the law or regulations that relate to the Work.
18. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.
19. **Integration; Amendment; Assignment; Severability; Waiver.** This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement signed by both parties. Any assignment or transfer of any of the Work to be performed by Engineer is hereby prohibited unless prior written consent of WHJPA is obtained. This Agreement shall be binding upon the successors and assigns of the parties hereto. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement, and invalidity of any

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

20. **Audit and Review.** This Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code, and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. Engineer shall maintain, and also require that its Sub-Consultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at Engineer's office at all reasonable times during the Agreement term and for five (5) years from the date of final payment under this Agreement or for such time period as provided in the Work. Such materials must be available for inspection by WHJPA, City, State, FHWA, or any authorized representative of the state or federal governments and, when requested, Engineer shall furnish copies.
21. **Federal Immigration Verification.** In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. Engineer 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. §1324b. Engineer shall require any sub-agreement or to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.
- a) **Attestation Form.** If Engineer is an individual or sole proprietor, Engineer agrees to complete the United States Citizenship Attestation Form as provided by WHJPA and attach it to the Agreement.
- b) **Public Benefits Eligibility Status Check.** If Engineer is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, Engineer agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. Engineer agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§ 4-108 through 4-114. If the applicant indicates he or she is an alien, Engineer shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at WHJPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.
22. **Living Wage.** If the compensation for the Work provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance Chapter 2.81

of the Lincoln Municipal Code. The ordinance requires that, unless specific exemptions apply or a waiver is granted, Engineer shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Living Wage Ordinance, WHJPA shall have authority to terminate this Agreement and to seek other remedies for violation of this ordinance.

23. **Records Retention.** Unless WHJPA specifies in writing a different period of time, Engineer agrees to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. See City of Lincoln Records Retention Schedule. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

24. **Document Control Clause.** The Agreement includes the following documents in order of priority:

- a) Addendums, Amendments, or Change Orders (if any) to the Scope of Services, Schedule, Fee or this Agreement;
- b) Scope of Services, Schedule, and Fee;
- c) Insurance Requirements, Certificates, and Endorsements;
- d) _____
- e) _____

For Agreement documents submitted prior to execution, if terms and conditions therein conflict with other Agreement documents, those Agreement documents with the date closest to the date of execution of this Agreement shall control.

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

IN WITNESS WHEREOF, WHJPA and Engineer do hereby execute this Agreement as of the date of execution set forth below.

**WEST HAYMARKET JOINT PUBLIC
AGENCY**

Date: _____

By: _____
Leirion Gaylor Baird, Chair

ENGINEER

Date: _____

By: _____

Name: _____

Title: _____

West Haymarket LINCOLN Pedestrian Bridge

Request for Proposals for Bridge Inspection Services

April 5, 2024

GENERAL

Consultant has acquainted itself with the information provided by the Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at:

West Haymarket Park Pedestrian Bridge
"LINCOLN" Pedestrian Bridge to Pinnacle Bank Arena
Latitude: 40.820058N, Longitude: 96.712542W
Lincoln, Nebraska

Project Description:

This bridge has not been inspected since construction was completed in 2013. The intent of this project is to start a bridge inspection cycle and outline the future inspection requirements for the Client to follow. The consultant shall complete a Routine inspection of the full bridge with an In-Depth inspection of the post-tensioned superstructure and prepare a report of the findings. The report shall be available for use and may be modified at future inspections. The inspection will be of the pedestrian bridge portion only, from the south pier to the north abutment as shown in the figure below. The inspection will include the north MSE wall.



SCOPE OF SERVICES

Consultant shall provide the following services (Scope of Services) to Client for the Project:

BRIDGE INSPECTION SERVICES

For the inspection the following shall be completed:

Project Management:

- The Consultant Project Manager will serve as point of contact, maintain project schedule and budget, and coordination of project deliverables.
- The Consultant shall complete two (2) meetings with the Client:
 - One (1) kickoff meeting with the client prior to beginning the inspection.
 - One (1) meeting after inspection is complete and report is submitted to go over the findings.
- The Consultant will provide a brief description of their company-wide inspection quality control procedure prior to inspections.
- Notify the Client by email of the inspection schedules a minimum of two (2) weeks in advance of the day(s) the inspector will be on site. This will both serve as an invitation of Client personnel to join the inspection and notification of the Client to clean the bridge.
- Coordinate with Pinnacle Bank Arena staff for use of the parking lots below the bridge for access during the inspection.
- Coordinate with Client and Pinnacle Bank Arena staff to conduct inspections at times which will not interfere with arena events.
- Coordinate with access equipment and traffic control rental companies.
- Prior to the inspections, information will be collected, organized, and reviewed for each bridge as necessary to complete the inspections. The Client shall supply this information, as requested.
- BNSF Railway Coordination:
 - Obtain a Temporary Occupancy Permit to be able to inspect the portion of the bridge over the BNSF Right-of-Way. This includes the preparation of the permit request, completion of the final permit document, and all associated expenses with obtaining the permit. Expenses include the purchase of the BNSF Blanket Railroad Protective Liability Insurance Policy.
 - Coordinate with the BNSF Roadmaster as outlined in the Temporary Occupancy Permit prior to and during the inspection. This includes notifying the roadmaster of inspection dates, coordinating railroad flaggers, and associated expenses with the railroad flagging.
 - Consultant personnel completing the inspection shall have all necessary certifications to be on BNSF Right-of-Way.

Inspection:

- Mobilize and complete the inspection for the bridge in accordance with the NDOT Bridge Inspection Program (BIP) and NBIS standards.
- Inspection will be completed by one (1) NBIS certified bridge inspection team leader and a minimum of one (1) assistant.
- Inspection will be of all elements above the ground line.
- Only visual and minor non-destructive evaluation techniques (hammer sounding, dye-penetrant, d-meter) will be used.

- Inspection types shall be a Routine inspection of the full bridge with an In-Depth inspection of the post-tensioned superstructure.
- Access equipment: No access equipment shall be used on the deck. Aerial boom lifts or other means from the ground below shall be utilized to complete the In-Depth inspection of the post-tensioned superstructure. Access equipment rental shall be considered an expense.
- Traffic Control: The bridge and rail lines shall remain open during the inspection. Limit temporary traffic control on Pinnacle Arena Drive to the extents possible, only one lane closure in each direction at a time may be allowed. Schedule inspection on days where there are no activities at facilities on other side of the bridge so that the parking lots under and around the bridge are clear for access equipment use. Traffic control rental shall be considered an expense. At a minimum, single advanced warning signs and vehicle lights shall be utilized. All traffic control operations occurring within the City of Lincoln Right-of-Way shall be coordinated with the City of Lincoln, with any necessary closure permits in place prior to such closures.
- Document the site and defects with digital photos. Defects and other findings shall be placed on to-scale drawings.
- Notify the Client by email of any critical findings – closure requirements, restrictions on use, or other immediate safety concerns – as soon as possible after the inspection.

Inspection Report:

- Create an inspection report to include the following:
 - Summary of inspection (General procedures for future inspectors understanding)
 - Inspection Team, Date(s), Total Time on Site, Total Equipment Time, Weather Conditions
 - Access and traffic control methods
 - Inspection procedures
 - People to notify and/or coordinate with to complete the inspection.
 - Any safety concerns or unique aspects to the inspection found during the inspection.
 - Future inspection recommendation and scope. This includes recommendations on frequency of the In-Depth inspection of the post-tensioned superstructure.
 - Inspection Findings
 - Broken out into bridge elements with associated defect IDs to be built upon at future inspections.
 - Inspection Photos
 - Detailed to-scale CAD (Microstation) drawings mapping out defects and inspection findings
 - Maintenance/Repair Recommendations
- Provide internal quality control on the inspection report and findings.
- Submit the inspection report, drawings, photos, and any other forms prepared at the time of the inspection to the Client after the report is complete. All data will be submitted electronically. PDF and word/excel documents of all reports will be included for future inspector use to prevent recreation of the documents. The Microstation .dgn file will be submitted for future inspectors to update with new documented findings.

Additional Services:

- Any additional services which the consultant believes would benefit the project may be included in the consultant's proposal, clearly identified as a separate and additional service which may or may not be accepted by the Owner, at the Owner's discretion. Additional costs for such services shall also be clearly separated from fees associated with the base scope of services.

This scope of services does not include following tasks:

- Meetings with the Client, other than those shown.
- Non-redundant Steel Tension Member (NSTM), Element, or Underwater Inspections.
- Advanced non-destructive evaluation techniques.
- Cleaning of the bridges for the inspection.
- Delays of inspection schedule or multiple trips out to the bridge due to lack of bridge cleaning by the Client.
- Time and cost of obtaining BNSF certification.
- Verifying capacity (Load rating) of the bridge due to deterioration.
- Gathering structural measurements to complete a load rating, if necessary.
- Preparation and submittal of a Critical Findings Report (CFR) due to findings that require closure or limitation of access to the bridge.
- Repair procedures or repair plan preparation based on the suggested maintenance or repair notes included in the report.

Should Client request work in addition to the Scope of Services, Consultant shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses, if any. Consultant shall not commence work on Optional Additional Services without Client's prior written approval. Consultant agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality, and scope.

SCHEDULE FOR CONSULTANT'S SERVICES

Unless otherwise agreed, Consultant expects to perform its services under the Agreement as follows:

Begin BNSF Temporary Occupancy Permit:	Upon NTP
Obtain BNSF Temporary Occupancy Permit and coordinate with Roadmaster:	Within 60 days of NTP
Field Inspection:	By July 31, 2024
Preliminary Report:	By August 9, 2024
Final Report Submittal:	Within 60 days of inspection

Consultant will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Consultant reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

FEE SCHEDULE

Consultant shall include in its proposal all costs associated with the performance of the above scope of services, and shall include a breakout of its fees and costs, including hourly rates, equipment costs, fees, expenses, and any other costs associated with the performance of the scope of work. Consultant's fees shall be considered an hourly rate agreement with a not-to-exceed total amount.

INSTRUCTION FOR USE OF THIS WORKBOOK

1	Under the Fee Selection Type Tab check the green box for the type of compensation that is being utilized for this contract.
2	On the Staffing Plan Tab follow the instructions based on the type of compensation that you selected. Input the correct overhead rate, profit percentage, and hourly rate on the Staffing Plan Tab. You may also input the labor classifications that you will be using for this workbook or you may use the ones that are already shown. DO NOT enter any other data on the Staffing Plan Tab.
3	On the Expenses Tab input in the type of expenses you have for the project and input the unit and dollars per unit for the identified expense category.
3	On the Estimate of Hours sheet enter the manhours for each task under the appropriate classification.
5	Print Fee Selection, Staffing Plan, Est of Hours, Expenses and Fee Summary , and attach to your contract.

Fee Type	
Check the Fee Type with an X in the green shaded box applicable to this Contract	
X	<p>Cost Plus Fee</p> <p>Payment for services shown in the Scope of Services shall be made on a "cost plus fee" basis in accordance with the <u>actual labor rates</u> for the individual(s) working on this project, plus overhead plus a percentage for a fee for profit, plus a percentage for facilities capital cost of money if applicable, plus reimbursable expenses as shown on the "Expenses" Tab. (The labor rates shown in the "Staffing" Tab are for estimating purposes only.) While actual labor rates and reimbursable expenses charged to the project may vary from the estimates shown on the "Staffing" and "Expenses" Tabs, the Engineer agrees that the total charges for the Basic Services shall not exceed the amount shown as "Total Project Fee" in the Fee Summary Tab, provided that the Scope of Services does not change. If the Scope of Services changes, the "Total Project Fee" should be adjusted by an amendment to the contract.</p>
	<p>Time and Materials: Labor Rate with Multiplier</p> <p>Payment for services shown in the Scope of Services shall be made on a time and materials expense basis. Labor will be billed based on the <u>actual labor rates</u> for the individual(s) working on the project times a multiplier. A reimbursable expense estimate is shown on the "Expenses" Tab. <i>(The Labor Rates shown in the Labor Rate Summary Tab and reimbursable fees shown on the Fee Summary Tab are for estimating purposes only.)</i> While actual labor rates and reimbursable expenses charged to the project may vary from the estimates shown on the Fee Summary Tab, the Engineer agrees that the total project fee charged for the Basic Services shall not exceed the amount shown as "Total Project Fee" in the Fee Summary Tab, provided that the Scope of Services does not change. If the Scope of Services changes, the "Total Project Fee" should be adjusted by an amendment to the contract.</p>
	<p>Time and Materials: Billing Rate</p> <p>Payment for services shown in the Scope of Services shall be made on a time and materials expense basis in accordance with <u>labor billing rates</u> shown in the Labor Rate Summary Tab, plus reimbursable expenses as shown on the "Expenses" Tab. The Engineer agrees that the total charges for the Basic Services shall not exceed the amount shown as "Total Project Fee" in the Fee Summary Tab, provided that the Scope of Services does not change. If the Scope of Services changes, the "Total Project Fee" should be adjusted by an amendment to the contract.</p>
	<p>Lump Sum</p> <p>Payment for services shown in the Scope of Services shall be made as a "lump sum". The lump sum will consist of salary, overhead costs, subconsultant fees and reimbursable expenses as shown on the "Expenses" Tab. The Engineer agrees that the total charges for the Basic Services shall not exceed the amount shown as "Total Project Fee" in the Fee Summary Tab, provided that the Scope of Services does not change. If the Scope of Services changes, the "Total Project Fee" should be adjusted by an amendment to the contract.</p>

If you checked **Cost Plus Fee**, input your "Overhead Rate %" and the "FCCM Rate %" if applicable (if FCCM rate is less than 0, you must have a 0 before the decimal point, if not applicable, use 0) and agreed upon "Profit" percentages into the gold shaded cells on the "**Staffing Plan**" Tab and input the anticipated employee and their respective raw labor rate for each classification on the "**Staffing Plan**" Tab. Labor billing is based on the hourly rate for each individual plus the overhead and profit percentages input. (The labor rates shown in the table are for estimating purposes only to establish the not-to-exceed contract maximum)

If you checked **Time and Materials: Labor Rate with Multiplier**, set the "Net Multiplier" in the blue shaded area to the net multiplier value you are utilizing, set the overhead rate in the gold box to the "Net Multiplier" minus 1 times 100 $\{(multiplier-1)*100\}$, set the profit percentage and the FCCM in the gold box to "zero" and Input the raw labor rate for each classification in the green shaded "Salary \$ per Hour" column. Labor billing is based on actual hours charged times the raw labor rate for each individual times the "Net Multiplier". (The labor rates in the table are for estimating purposes only)

If you checked **Time and Materials: Billing Rate**, set all the values in the gold shaded cells to 0, set the "Net Multiplier" in the blue shaded area to 1.00 and input the fully loaded billing rate for each classification in the Staffing Plan. Labor billing is based on actual hours charged to the project times the billing rate for each personnel classification as indicated.

If you checked **Lump Sum**, the entries on this sheet are identical to the Cost Plus Fee entries except the total fee calculated is a "lump sum" amount and billings are based upon overall percent complete, and not on the hours charged to the project.

Staffing Plan West Haymarket Pedestrian Bridge Inspection

Project Name: West Haymarket Pedestrian Bridge Inspection **City Proj. Number:**
Consultant: Olsson **Consultant Proj. Number:** 024-02192
Consultant PM: Tyler Cramer
Client PM: Caleb Swanson
Date: March 25, 2024

#	Code	Classification	#	Code	Classification
1	PR	Principal	6		
2	PM	Project Manager	7		
3	ITL	Inspection Team Leader	8		
4	IA	Inspection Assistant	9		
5	TECH	Technician/CADD	10		

Overhead Rate ^[1]
185.88%
Fee for Profit Rate ^[2]
12.00%
FCCM (if applicable)
0.70%

Net Multiplier:

BLENDING RATES TABLE

Employee Name	Job Title ^[3]	Hourly Salary Rate ^[4]	% Assigned
Principal			
<u>Brandon Roesler</u>	<u>Group Leader, PE</u>	<u>\$61.06</u>	<u>100%</u>
		Blended Rate: \$ 61.06	0
Project Manager			
<u>Tyler Cramer</u>	<u>Project Manager, PE</u>	<u>\$59.38</u>	<u>100%</u>
		Blended Rate: \$ 59.38	0
Inspection Team Leader			
<u>Tyler Cramer</u>	<u>Project Manager, PE</u>	<u>\$59.38</u>	<u>100%</u>
		Blended Rate: \$ 59.38	0
Inspection Assistant			
<u>Ryan Pritchard</u>	<u>Engineer, PE</u>	<u>\$42.55</u>	<u>50%</u>
<u>Angelica Solomon</u>	<u>Associate Engineer, EI</u>	<u>\$37.50</u>	<u>25%</u>
<u>Jacob DeLone</u>	<u>Associate Engineer, EI</u>	<u>\$36.06</u>	<u>25%</u>
		Blended Rate: \$ 39.67	0
Technician/CADD			
<u>Tyler Troxel</u>	<u>Senior Technician</u>	<u>\$29.25</u>	<u>100%</u>
		Blended Rate: \$ 29.25	\$ -

^[1] Enter firms most recent Audited Overhead Rate.
^[2] Enter firms Fee for Profit Rate
^[3] Input actual employee classification as designated by firm.
^[4] Input employee's hourly rate as designated by firm.
 FCCM = Facilities Capital Cost of Money.

West Haymarket Pedestrian Bridge Inspection

ESTIMATE OF HOURS

Task No.	Description of Work Items / Tasks	PR	PM	ITL	IA	TECH	Total Hours
1	Project Management						
1.1	General Project Management	2	10				12
1.2	Safety Plan		2		4		6
1.3	Quality Control Plan		2		4		6
1.4	Meetings (2) - Kickoff and Findings Presentation		8		8		16
1.5	Railroad Coordination		8		12		20
1.6	Report/Plan Preparation & notifications		2		2		4
1.7	Equipment Rental and Coordination		2				2
1.8	Traffic Control Rental and Coordination		2				2
2	Field Inspection						
2.1	Equipment Prep & Travel Time from OMA - Site - OMA			6	6		12
2.2	Equipment Prep & Travel Time from LNK - Site - LNK			1	1		2
2.3	Inspection of Above Ground Elements per Scope			15	35		50
3	Inspection Report						
3.1	Inspection Narrative / Future Inspection Scope			12	16		28
3.2	Field Notes - includes drawing preparation			4	6	24	34
3.3	Photos			2	6		8
3.4	Review/Submit	2	2		2		6
	Total Estimate of Hours	4	38	40	102	24	208
	Total Labor	\$244	\$2,256	\$2,375	\$4,046	\$702	\$9,624
	Total Labor, OH, Profit, & FCCM	\$784	\$7,241	\$7,622	\$12,982	\$2,253	\$30,881

Direct Expenses

West Haymarket Pedestrian Bridge Inspection

Project Name: West Haymarket Pedestrian Bridge Inspection

City Proj. Number: 0

Consultant: Olsson

Consultant Proj. Number: 024-02192

Consultant PM: Tyler Cramer

City PM: Caleb Swanson

Date: March 25, 2024

Subconsultants:				Amount
				Subtotal \$ -
Printing and Reproduction:				Amount
				Subtotal \$ -
Mileage/Travel	Qty	Unit	Unit Cost	Amount
Inspection Mileage between LNK - Site - LNK: 2 trips @ 5 mi/trip	5	2	\$0.67	\$ 6.70
Inspection Mileage between OMA - Site - OMA: 2 trips @ 110 mi/trip	110	2	\$0.67	\$ 147.40
Meeting with Client at Client, from OMA: 2 trip @ 110 mi/trip	110	2	\$0.67	\$ 147.40
				Subtotal \$ 301.50
Lodging/Meals (GSA Established Rates)	Qty	Unit	Unit Cost	Amount
Meals & Incidentals (GSA, Same Day): 2 Persons from OMA	2	1	\$33.19	\$ 66.38
				Subtotal \$ 66.38
Other Miscellaneous Costs:	Qty	Unit	Unit Cost	Amount
Miscellaneous Postage, Mailing, Deliveries, Taxes, Etc.	1	1	\$1,201.02	\$ 1,201.02
Aerial Boom Lift (Raka Rentals - 2 60' boom lifts, 1 week rental, + gas)	2	1	\$1,600.00	\$ 3,200.00
Traffic Control (Trafcon - Outside lane closure, each direction)	1	1	\$1,000.00	\$ 1,000.00
BNSF Temporary Occupancy Permit	1	1	\$4,000.00	\$ 4,000.00
BNSF Railroad Flagging (Assume \$1800 per day, 2 days)	2	1	\$1,800.00	\$ 3,600.00
Railroad Protective Liability Insurance	1	1	\$750.00	\$ 750.00
Digital Twin Model	1	1	\$10,000.00	\$ 10,000.00
				Subtotal \$ 23,751.02
TOTAL DIRECT EXPENSES				\$ 24,118.90

Not included
\$13,751.02
\$14,118.90

Project Cost Breakdown
#REF!
West Haymarket Pedestrian Bridge Inspection
0

Direct Labor Costs						
Task No.	Task Description	Direct Labor	Overhead	Profit	FCCM	Total Fee
1	Project Management	\$3,449.75	\$6,412.40	\$1,183.46	\$24.15	\$11,069.75
2	Field Inspection	\$2,972.29	\$5,524.89	\$1,019.66	\$20.81	\$9,537.65
3	Inspection Report	\$3,201.67	\$5,951.26	\$1,098.35	\$22.41	\$10,273.70
					Subtotal	\$30,881.10

DIRECT EXPENSES	Amount
Subconsultants:	\$0.00
Printing and Reproduction:	\$0.00
Mileage/Travel	\$301.50
Lodging/Meals (GSA Established Rates)	\$66.38
Other Miscellaneous Costs:	-\$23,751.02
	\$13,751.02
	-\$24,118.90
Subtotal	\$14,118.90

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$9,623.71
Overhead @ 185.88%	\$17,888.55
Profit @ 12.00%	\$3,301.47
Facility Capital Cost of Money (FCCM) @ 0.70%	\$67.37
Direct Expenses	-\$24,118.90 \$14,118.90
Total Fee	\$55,000.00

\$45,000.00

West Haymarket Pedestrian Bridge Inspection

Notes & Assumptions

Project Name: West Haymarket Pedestrian Bridge Inspection

Consultant: Olsson

Consultant PM: Tyler Cramer

City PM: Caleb Swanson

Date: 3/25/2024

City Proj. Number:

Consultant Proj. Number: 024-02192

Inspection Team Qualifications

Tyler Cramer, PE - Project Manager & Inspection Team Leader

Licensed in Nebraska, Iowa, South Dakota, Colorado, Arizona

Certified Bridge Inspector since April 2012 (TC6324), Refresher April 2017, October 2021

NDOT Element Inspection Training, March 2014

Team leader for over 800 inspections, including over 12 Missouri River or Large/Complex Bridge Inspections

Design and load rating of hundreds of bridges and uses this knowledge during bridge inspections.

Ryan Pritchard, PE - Assistant Inspector

Licensed in Nebraska, Iowa

Certified Bridge Inspector since October 2021 (RP0105)

Angelica Solomon, EI

Assists Tyler Cramer on bridge inspections.

Jacob Delone, EI

Assists Tyler Cramer on bridge inspections.

Inspection

Inspection will take place in June, July, Aug, 2024. Depending on NTP and scheduling of track protection and around PBA events.

Due to limited ability to cross tracks or use existing bridges/roadways to manuvre the aerial boom lift, two (2) boom lifts will be on site. One on the north side of the track and one on the south. This will eliminate the coordination for pickup and delivery and any delays as a result. A two person crew will be in each, consisting of one certified inspection team leader and one assistant. Both crews will operate over BNSF at the same time to minimize flagging and disruption, provided BNSF allows this. Once BNSF span is done remaining spans will be done simultaneously. First crew done will start deck/ground work.

Field hours for this inspection include Olsson's anticipated time for Olsson's work plus extra time for possible delays due to weather or other reasons. Field hours are for 1.5 10 hour days, 2 trips total.

No hotel stays. Same day meal rates for Omaha staff.

Aerial boom lifts provided by Raka Rentals. 1 Week rental costs utilized in expenses should the need arise to use multiple days.

Traffic control provided by Trafcon. Outside lanes to be closed. Rental costs utilized in expenses include multiple days should the need arise. Hours assume inspection contract is the effective traffic control permit with the city, appropriate city staff will be notified in advance.

Assume 2 days for BNSF flagging expense in the event the second day is required. All BNSF costs are based on current BNSF permit rates. Any changes in BNSF rates will be expensed to the project accordingly.

Report

Report drawing time includes preparation of drawings based on as-built plan Microstation drawings. Hours assume SS10 .dgn and no saving on Project Wise servers. Recreation of as-built drawings is not included in the hours.

Meetings - hours and expenses assume meeting is in person in Lincoln. Meetings could be attended virtually at the Client's request.