

**AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, FEBRUARY 27, 2020 AT 2:30 P.M.**

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

1. Introductions and Notice of Open Meetings Law Posted by Door
2. Public Comment and Time Limit Notification Announcement

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

3. Approval of the minutes from the JPA meeting held January 15, 2020.
 - (Staff recommendation: Approval of the minutes as presented)
4. Approval of December 2019 and January 2020 Payment Registers and review of the December 2019 and January 2020 Expenditure Reports. (Brandon Kauffman)
 - Public Comment
 - (Staff recommendation: Approval of the Payment Registers. No action is required on the Expenditure Reports).
5. WH 20-8 Resolution to approve the Fifth Addendum to the Energy Service Agreement between the West Haymarket JPA and District Energy Corporation for service to Canopy Park at Canopy Street and West "O" Street. (Jeff Kirkpatrick)
 - Public Comment
 - (Staff recommendation: Approval)
6. WH 20-9 Resolution to approve a Consultant Agreement between the West Haymarket JPA and Five Nines Technology Group for information technology services at the Pinnacle Bank Arena for a term of three years for an amount not to exceed \$192,182.00. (Tom Lorenz/Bob Walla)
 - Public Comment
 - (Staff recommendation: Approval)
7. WH 20-10 Resolution to approve a Contract between the West Haymarket JPA and MUSCO Sports Lighting LLC to replace lights and fixtures and install a new lighting control system at the Pinnacle Bank Arena for an amount not to exceed \$737,476.00. (Tom Lorenz)
 - Public Comment
 - (Staff recommendation: Approval)

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8. WH 20-11 Resolution to amend the 2019-2020 Operating Budget. (Brandon Kauffman)
 - Public Comment
 - (Staff recommendation: Approval)

9. WH 20-12 Resolution to approve Change Order No. 1 to the Contract Agreement between the West Haymarket JPA and Nemaha Landscape Construction (WH01123) for Olsson Streetscape Improvements, pursuant to Bid No. 19-245, for an additional amount of \$1,250.00. (Adam Hoebelheinrich)
 - Public Comment
 - (Staff recommendation: Approval)

10. WH 20-13 Resolution to approve Design Amendment No. 1 to the Contract between the West Haymarket JPA and Olsson Inc. (WH01087) for Project Oscar 2.0 Streetscape Improvements to incorporate Phase 200 – Oscar 2.0 Streetscape Testing, to incorporate all mileage and expenses into the contract value, and to extend the contract time to October 31, 2020. (Adam Hoebelheinrich)
 - Public Comment
 - (Staff recommendation: Approval)

11. Set Next Meeting Date: The next meeting date will be Tuesday, March 31, 2020 at 1:30 p.m. in Council Chambers, First Floor of the County-City Building.

12. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
January 15, 2020

Meeting Began At: 2:30 P.M.

Meeting Ended At: 3:37 P.M.

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

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

Gaylor Baird advised that the open meetings law posted at the entrance to the room is in effect.

Item 2 - Public Comment and Time Limit Notification

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

Item 3 – Approval of the minutes from the JPA meeting held November 25, 2019

Ward moved approval of the minutes as presented. Clare seconded the motion. Motion carried 3-0.

Item 4 - Approval of October and November 2019 Payment Registers and Review of October and November 2019 Expenditure Reports (Brandon Kauffman)

Brandon Kauffman, JPA Treasurer, stated in reviewing the October 2019 payment register the operating budget had \$1,777,789.82 in operating expenditures with the major payments consisting of a payment for \$54,072.29 for servers at the arena that were approved by the Board; annual insurance payments for general liability of \$25,743.00, public official bonds of \$33,150.00, and property insurance of \$176,702.00; \$83,510.69 payment for arena repair/maintenance/CIP for general maintenance on items such as food and beverage equipment, IT, escalators, etc.; \$800,195.73 to SMG to pay off the reopening loan four years early saving around \$3,600 in interest; two months' worth of parking garage management for a total of \$286,524.07; and a payment to the DEC of \$208,833.50 for thermal heating and cooling of which 69% or approximately \$144,000.00 is billed to West Haymarket private customers and the JPA pays about \$65,000.00.

There were minimal payments made in the capital budget for a total of \$161,973.97. The primary payment was for \$160,000.00 to the City for reimbursement of the completion of the rail canopy as approved by the Board.

Kauffman stated the financial reports for the JPA for the period ending October 31, 2019 reflect revenues of \$5,008,333.35 and expenditures of \$2,573,363.39, for a surplus of \$2,434,969.96 and an ending balance of \$47,081,389.65.

Kauffman stated the Pinnacle Bank Arena Income Statement for the two months ending October 31, 2019 shows total revenues for Pinnacle Bank Arena of \$954,701.00 and total expenditures of \$855,169 for a surplus of \$99,532.00, and an ending balance of \$982,078.00 in retained earnings.

In reviewing the November 2019 payment register, the operating budget had \$10,489,427.11 in operating expenditures with the major payments totaling \$9,880,612.32 for the bond refunding approved by the Board. Clare commented that the net savings far outweighs these costs. Kauffman stated on the 2011 bonds over 12% was saved or around \$12.15 million net present value through 2042, saving around \$850,000 annually. The blended rate was around 5% and when the bonds were sold, they came in at 3.8%. With this refunding the interest rate dropped to 3.4%. He explained they will continue to monitor if an opportunity to save is available by refunding the 2013 bond. Kauffman stated of the \$9 million, \$1,254,000.00 was the good faith deposit received so it was returned to the escrow agent; the JPA's cash contributions were \$8,550,812.37; the smaller payments of \$70,500.00, \$4,000.00, and \$1,300.00 were for costs to issue the bonds.

Other major payments consisted of payments to National Concrete Cutting totaling \$97,600.00 for the demolition of the Jacobsen building on Block 5; \$114,568.47 payment for arena repair/maintenance/CIP for general maintenance on items such as food and beverage equipment, IT, escalators, etc.; \$41,552.50 payment for the removal and replacement of the heating loop glycol approved by the Board; \$148,098.87 for one month of parking garage management; and a payment to the DEC of \$205,261.50 for thermal heating and cooling of which approximately \$141,000.00 is billed to West Haymarket private customers and the JPA pays about \$64,000.00.

Kauffman stated the financial reports for the JPA for the period ending November 30, 2019 reflect revenues of \$8,760,552.85 and expenditures of \$11,815,513.84, for a deficit of \$2,985,049.49, and an ending balance of \$41,688,370.20.

Kauffman stated the Pinnacle Bank Arena Income Statement for the three months ending November 30, 2019 shows total revenues for Pinnacle Bank Arena of \$1,319,305.00 and total expenditures of \$1,296,239.00 for a surplus of \$23,066.00, and an ending balance of \$905,612.00 in retained earnings.

As of November 30, occupation taxes were up 3.6% and remain ahead of the original projections by 27% corresponding with the year 2032.

Jane Kinsey, Watchdogs of Lincoln Government, asked if the original loan was paid off. Kauffman confirmed it was and explained there was an original loan of \$2,000,000.00 from SMG to help with startup costs. The \$800,000.00 paid off all of the JPA's obligation to SMG for this loan. Kinsey asked what the risk management payments are for. Kauffman explained they are for insurance for general property liability. Kinsey asked what fund the bond payment will come from. Kauffman explained it will come out of the operating account for the JPA which will show up on the January payment register for next year.

Clare commented that the \$41 million is 27% ahead of where they thought it would be when the initial budget was put together. Occupation tax was at 3.6% for the month and 2% was budgeted for so the fact that the finances are where they predicted for 2032 shows that there is enough money to make the first principal payment and subsequent principal payments as well.

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

Item 5 – WH 20-1 Resolution to approve an Addendum to the Construction Management Services Consultant Agreement between the West Haymarket JPA and PC Sports Inc. for an extension of project management services for a final term of January 1, 2020 through December 31, 2020. (Adam Hoebelheinrich)

Chris Connolly, Law Department, stated that this agreement is the last extension of the original agreement approved in 2017. By the end of this year the Board will need to decide what to do going forward.

Adam Hoebelheinrich, PC Sports, stated this agreement will continue their agreement with the JPA and on behalf of PC Sports they appreciate the opportunity to continue to work with the West Haymarket JPA. He explained this is an hourly not to exceed agreement which is based on an estimate of the time spent doing various tasks for the West Haymarket JPA when managing projects such as the Oscar streetscape, Canopy streetscape, Block 4 project, and general maintenance that is not covered by the DLA agreement.

Clare stated he appreciated the work they have done from the start and commented they have been transparent to the community, have been responsive to the Board's questions, and have been proactive on issues.

Kinsey, asked if this contract was bid. Hoebelheinrich stated this is an extension of a current contract. Connolly stated when the original contract was entered into it was done pursuant to state statutes and the county purchasing act that the JPA follows. Clare asked what the terms of the extension are since this was an extension of an existing contract with PC Sports. He further asked what did the original contract say with respect to the ability to extend the contract and does the JPA have to go through the bidding process? Connolly stated the original contract called for three extensions. Clare commented that the JPA is following the original contract put through the proper process to begin with. Connolly confirmed this to be correct. Clare asked if any subsequent extensions after this contract will have to go through the bidding process. Connolly stated it will have to go through a competitive process.

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

Item 6 - WH 20-2 Resolution to approve a Unit Price Contract with Commonwealth Electric Co. for an amount not to exceed \$2,901.20 to convert 21 exterior lights to LED at the Pinnacle Bank Arena to be paid out of the endowment fund. (Caleb Swanson)

Hoebelheinrich stated this is in response to several pedestrian plaza lights in the arena that are starting to fail. He explained about a quarter of them are out right now and based on the assessment of the rest of them going out shortly they looked at switching out all of the lights to LED. County purchasing was used to find the unit price contractor and Commonwealth was the lowest responding contractor. Clare asked if this is paid for out of the endowment fund. Hoebelheinrich confirmed yes and stated the endowment fund was set up for maintenance above and beyond typical day to day maintenance for the West Haymarket JPA area. Kinsey asked if this was bid. Hoebelheinrich stated this was done through county purchasing. They have a list of unit price contractors, the list is used to procure quotes as they are requested to bid and awarded to the lowest respondent. Kinsey asked if Commonwealth is a subcontractor for PC Sports. Hoebelheinrich explained PC Sports is the management overseeing the project and that the agreement is with the JPA. There being no further discussion or public comment, Ward

moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 7 - WH 20-3 Resolution to approve Amendment No. 1 to the Canopy Park Project Redevelopment Agreement between the City of Lincoln, Nebraska, West Haymarket Joint Public Agency, Canopy Park, LLC, and West Haymarket Holding Company, LLC for the redevelopment of property generally located at the northwest corner of South Canopy Street and “N” Street, including the sale of real estate from the West Haymarket JPA to West Haymarket Holding Company in the amount of \$1,836,466.00. (Chris Connolly)

Connolly stated this is an amendment of the agreement approved in May of last year. Since that time there has been a change in players. Canopy Park LLC is replacing Lincoln Haymarket Development Corporation in the project. The amended agreement will go before the City Council next Monday. The JPA will receive the proceeds from the sale of the land and land will still be sold to the City for the parking garage. Clare commented that the key to this is that one of the parties was not able to perform so the other two parties stepped up and are going to be able to provide affordable housing to the City. Ward thanked the partners who stepped up and stated it is key as we move forward as a city to have affordable housing and thanked everyone for their efforts. Gaylor Baird commented that housing is critical for growing the community, both market rate and affordable units, and this project will help to achieve that goal. She stated she is grateful for the collaborative work of the partners, Urban Development department, and City Law team. She expressed that she is looking forward to this being built.

Kinsey commented this is a feel good resolution that has a lot of caveats for the tax payers and for the people of Lincoln who want to live down there. The use of TIF for façade enhancements is not the intent of the original TIF. It was for infrastructure only and stated she is not in favor of this. She stated there are PCB pollutants in the soil and even though there is a remediation plan for that, which was approved by the NDEE, no one can assure that some human damage might not be done over a period of time for people who live there for many years. She commented that the diesel plume under the soil is extremely difficult to get rid of. She feels this has put the taxpayers in the future in jeopardy from all of these situations. She commented if you want low income housing, use other land in the West Haymarket that is free from these kind of caveats. She stated this is a good idea, it’s just in the wrong place.

Dan Marvin, Urban Development, stated this was presented to City Council earlier in the week. The amendment provides for 252 units with 41 affordable housing units, modifications in the TIF resulting in an increase with some of it going to Block 5, the park across the street, and some for improvements in Block 4. The issues relevant to the JPA are that this project ties into the DEC which will lower DEC costs as the number of square feet served grow as well as the land sale for about \$1.8 million. There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 8 - WH 20-4 Resolution to approve Customer Energy Service Agreement between the West Haymarket JPA and Canopy Park LLC. (Chris Connolly)

Connolly stated this is another step in the Block 4 process. With the change in participants in the Redevelopment Agreement we need to change the Energy Service Agreement approved last July by the Board. Although Canopy Park was the main customer in that agreement, there were a number of references to WHDC, which is no longer participating, so it is prudent to adopt a new contract. The terms are all the same. The number of square feet is being lowered which will eventually have an impact on the rate when it comes on line. Other than that, it is the same

agreement. Kinsey asked if the JPA surcharge is included in this. Connolly asked what surcharge she is referring to. Kinsey explained tenants who live down in the Haymarket have a surcharge on their electric bill that says JPA surcharge and asked if this will continue for the Canopy Park tenants. Connolly stated he is not familiar with a JPA surcharge. Kinsey said it is labeled by their landlord as a JPA charge. Connolly stated the JPA is not charging this and that he is not aware of how the landlord is displaying this to the tenants. He stated the only charge is what the JPA pays to the DEC for the energy. Gaylor Baird asked Kinsey to bring in a copy of one of the bills so that they can clarify and answer her questions. Marvin stated in regard to the Block 4 development, the affordable housing units rent will include the district energy costs. He explained in order for them to be classified as affordable housing, the rent and utilities needs to be 30% of a 60% area median income. There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 9 - WH 20-5 Resolution to approve Agreement to Terminate Customer Energy Service Agreement between the West Haymarket JPA and Canopy Park Condominium Association. (Chris Connolly)

Connolly stated the purpose of this resolution is to make a clean record by terminating the agreement that was approved in July of 2019. There being no further discussion or public comment, Ward moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 10 - WH 20-6 Resolution to approve an Agreement between the West Haymarket JPA and Carbonhouse for website design, development, hosting, and support services for the Pinnacle Bank Arena for a term of February 3, 2020 through February 2, 2023 upon the terms and conditions as set forth in the Agreement. (Tom Lorenz)

Bob Walla, City/County Purchasing Agent, stated this is a new contract being done as a sole source contract for a period of three years. An RFP was done four years ago and Carbonhouse was hired to do the website design for Pinnacle Bank Arena. At the end of the contract term, it was requested that this company remain in place because of the excellent job they are doing, but also for consistency and continuity of working with the public through their ticketing and other services. Kinsey asked if this was bid out. Walla explained this was originally done as an RFP four years ago. Walla explained they want to keep consistency for what the public sees on the website, ticketing, and the way the website is used for different events. Walla further stated the rates Carbonhouse offered remain the same as the original contract and a lower increase per year was negotiated than what was in the original contract. Instead of a 5% increase every year there will only be a 5% increase after 3 years. Walla explained the Pinnacle Bank Arena staff contacted other arenas that have different web designers and this contract was at a better rate than what they could find for similar services. This contract was done through purchasing and coordinated with Tom Lorenz. Clare asked Connolly if they have a legal obligation to get bids. Connolly stated he understands this was sole sourced which is an indication that there is a lack of a competitive market to get bids. He also stated this is a subscription on an “as needed” basis. Connolly said there is always a need for a competitive process, but it doesn’t have to be bidding. Clare asked if he was satisfied with how they awarded this contract and Connolly confirmed he was. Clare asked if it violated any rules and Connolly stated it did not and that the JPA is in compliance with the County Purchasing Act. There being no further discussion or public comment, Clare moved approval of the resolution. Ward seconded the motion. Motion carried 3-0.

Item 11 - WH 20-7 Resolution to accept the financial audit and management letter and report from BKD CPAs & Advisors LLP for the period ending August 31, 2019. (Chris Lindner, BKD)

Kauffman stated BKD was hired through a competitive process in 2015. That contract went before the City Council and was approved. There was an option to extend the original contract for four years. The extension was approved by City Council last year. BKD will be the auditors for the next four years.

Chris Lindner, BKD CPA, stated he will discuss the 2019 JPA financial audit statement. He started by thanking the City for all of their help in this process, specifically Mark Leikam, Brandon Kauffman, and the rest of the City Finance team. He stated they did a fantastic job of having the records ready in order to complete the audit. Lindner stated there are two documents that will be discussed, the financial audit and management letter and the audit report. Lindner stated within the audit report there are two opinions noted. The first is the opinion stating the financial statements are in accordance with the governmental accounting standards. This is a clean or unmodified opinion. The second is the opinion that the JPA is operating in accordance with the government auditing standards. Nothing was noted as there were no items of non-compliance found and no audit adjustments were made. This is also a clean or unmodified opinion.

Lindner further stated on page 3 is the management discussion and analysis that gives a high-level summary of the financial statements of the fiscal changes from 2018 to 2019 and any future concerns that could have an impact on the JPA. He discussed the balance sheet on page 7 and explained that the JPA is structured as a component of the City therefore it essentially has two presentations within one statement. There is the JPA Fund column looking at the current focus showing cash investments, short-term receivables, and short-term liabilities. The column on the right, Statement of Net Position, looks at everything on a full accrual encompassing all assets and liabilities. Looking at page 8, the Board will find the income statement showing the assets and liabilities activity that change from year to year. He stated page 18, footnote 5, is a summary of the long-term liabilities that discusses what debt is outstanding, the repayment terms for the debt and when certain obligations will become due and contractual arrangements with future payment and receipt terms. He explained page 23, footnote 9 shows the related party transactions between the University and the City. There are some payments going back and forth for various items that are disclosed in the report. Finally, at the end of the report is a brief summary of the bond refunding that took place last fall. He stated from an accounting standard standpoint there were several accounting standards affecting a variety of entities, however, with the JPA's activities none of those standards had an impact on the JPA financial reporting and no new line items or disclosures are required. Looking at the communication letter, there was one adjustment proposed as part of the audit process for capital assets. Management was open to that adjustment. Throughout the year they make inquiries of management and staff, testing internal controls to determine if the segregation of duties in place are being followed and if the checks and balances, reviews, and reconciliations are being done. No problems were reported.

Clare asked if, from a process standpoint, the correct checks and balances are being followed to ensure there are no fraud issues detected. Lindner stated this is correct and explained there are controls put in place to ensure there is no fraud or error. He again confirmed that they did not identify anything that they felt was a risk or control issue. Clare asked if he felt like the JPA was in a good position to make the principal payments. Lindner stated this a decision for

management and explained his objective and role is to look at the financials for the fiscal year and determine if the balances presented by management are accurate and in accordance with accounting standards.

Gaylor Baird asked if there was anything about the process that gave him a pause. Lindner stated absolutely not as everyone at City Finance had everything ready when they arrived and was accessible during the audit process. There were no issues or disagreements.

Kinsey asked what percentage of BKD's business is with government. Lindner explained BKD as a whole is a national firm, being the 12th largest firm in the United States. In Lincoln there are around 65 professionals and the mix of services is about 50/50 between audit and tax. Out of the 50% of audit services, government audit services are around 20% and the team he works with serves only government sector clients. Kinsey asked if BKD has a contract with the City. He stated BKD performs audit services for the City. Kinsey asked if they found anything different. Lindner stated there are always going to be changes that happen because of changes in accounting standards, changes in audit standards, and what he is required to look at and test is always going to change. He stated from the control of checks and balances standpoint, in early years they made suggestions to City Finance to tighten those controls and at the time management accepted those suggestions. Since that point, there have been no issues or findings nor any reason to have those changed. Kinsey stated she feels there needs to be an outside look and is preparing to ask the State Auditor's office to check on the program.

Gaylor Baird requested clarification from Kauffman with regard to the audits. Kauffman explained that the JPA will always pay someone to come in and perform an audit because it is required by state law. However, there are independence requirements placed on auditors and hiring them as independent auditors. Lindner explained from the audit standards there are very strict independence rules. He is very cognizant of those rules and making sure that they are followed. He explained in addition to the review that his team conducts they have another partner in their firm who is not in the Lincoln office who looks at everything they have done from a documentation standpoint and deliverable standpoint to make sure that they are not trying to squeeze something under the rug. It's a second set of eyes which they consider to be their objective or independent review of their work.

Clare commented there is a reason why BKD is a national firm and that is because they are an outstanding firm. He stated he appreciated their ethics and integrity they bring to the JPA to ensure that everything is done right.

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

Item 12 - Set Next Meeting Date

The next meeting date will be Thursday, February 27, 2020 at 2:30 p.m. in the County-City Building, Council Chambers, First Floor.

Item 13 – Motion to Adjourn

Clare moved to adjourn. Motion seconded by Ward. The meeting adjourned at 3:47 p.m.

Prepared by: Kasey Simonson, City Law Department

West Haymarket Joint Public Agency
Payment Register
December 2019

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
366993	Gilmore & Bell PC	Matter No. 601933.20012		78954	5626	Bond Agent & Issuance Exp	PV	2025286	152,500.00	12/12/19	145318
90958	Moody's Investors Service	Customer 300104921		78954	5626	Bond Agent & Issuance Exp	PV	2026629	68,000.00	12/19/19	145557
620719	Piper Jaffray & Co	WHJPA GO Refunding Series 2019		78954	5626	Bond Agent & Issuance Exp	PV	2026747	30,000.00	12/20/19	31052

Category:

total

250,500.00

324566	Union Bank & Trust Company	WHJPA Series 2010A	OP	195011	6235	Bd Trustee Pmt-Interest	PV	2024425	2,325,378.73	12/04/19	610112
324566	Union Bank & Trust Company	WHJPA Series 2010B	OP	195021	6235	Bd Trustee Pmt-Interest	PV	2024426	1,855,679.73	12/04/19	610112
324566	Union Bank & Trust Company	WHJPA Series 2010C	OP	195021	6235	Bd Trustee Pmt-Interest	PV	2024427	1,081,006.32	12/04/19	610112
324566	Union Bank & Trust Company	WHJPA Series 2013	OP	195041	6234	Bd Trustee Pmt-Principal	PV	2024428	605,000.00	12/04/19	610112
324566	Union Bank & Trust Company	WHJPA Series 2013	OP	195041	6235	Bd Trustee Pmt-Interest	PV	2024428	531,525.50	12/04/19	610112
620628	Charlotte Wortmann	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2023792	37.50	12/04/19	610113
120272	City of Lincoln - Accounting De	City Staff 2019-20 1st Qtr	OP	06095	5621	Misc Contractual Services	PV	2025285	100,377.75	12/11/19	610334
610342	Americom Communications Corp	Acct 3042 A/R Cust No 9044444	OP	06095	6076	Miscellaneous Equipment	PV	2025289	88,816.00	12/11/19	610335
37233	Olsson Inc	Olsson Project# C18-2666	OP	06095	6140	Grounds Improvements	PV	2025273	579.91	12/12/19	145186
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2025275	340.29	12/12/19	145201
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2025276	196.17	12/12/19	145201
53356	Lincoln Electric System	605 N 8th St Pk Lot Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2025277	42.08	12/12/19	145201
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2025279	109.36	12/12/19	145218
77921	County/City Property Management	JPA-CITY CONTROLLER 10/19	OP	06095	5261	Postage	PV	2025281	147.65	12/12/19	145224
77921	County/City Property Management	Amtrak Station 10/19	OP	06095	5870	Other Bldg Maintenance	PV	2025282	193.98	12/12/19	145224
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2025283	90.23	12/12/19	145258
102154	Public Building Commission	Space Rental 12/19	OP	06095	5928	Rent of Co/City Bldg Space	PV	2025284	86.10	12/12/19	145261
102154	Public Building Commission	Space Rental 12/19	OP	06095	5931	Parking Rent Bldg Comm	PV	2025284	8.75	12/12/19	145261
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 10/19	OP	06095	5870	Other Bldg Maintenance	PV	2025287	33,708.05	12/12/19	145391
604774	Pinnacle Bank Arena	Q2 Sponsorship/Op Increment	OP	06095	5643	Management Services	PV	2025288	281,540.50	12/12/19	145391
604774	Pinnacle Bank Arena	Q2 Sponsorship/Op Increment	OP	06097	5643	Management Services	PV	2025288	150,000.00	12/12/19	145391
620697	Eric Kamler	Green Garage Refund	OP	06096	3941	Deck 2-Lease	PV	2026233	588.00	12/18/19	610572
77921	County/City Property Management	JPA-CITY CONTROLLER 11/19	OP	06095	5261	Postage	PV	2026628	114.00	12/19/19	145536
203449	Johnson Controls Inc	Customer Acct: 1217445	OP	06095	5870	Other Bldg Maintenance	PV	2026630	1,338.97	12/19/19	145601
616389	Midwest Office Automations	FD00 / 13475-01	OP	06095	5762	Photocopying	PV	2025742	9.90	12/19/19	145731
98415	Lincoln Water System	277 Pinnacle Arena Dr	OP	06095	5830	Water	PV	2028156	210.96	12/25/19	610748
98642	Information Services	JPA 11/19	OP	06095	5631	Data Processing Service	PV	2028157	201.20	12/25/19	610749
98642	Information Services	JPA 11/19	OP	06095	5685	VOIP Payments to I S	PV	2028157	16.66	12/25/19	610749
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 11/19	OP	06095	5643	Deck 1 Mgmt Services	PV	2028158	53,837.52	12/25/19	610750
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 11/19	OP	06095	5643	Deck 2 Mgmt Services	PV	2028158	32,897.65	12/25/19	610750
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 11/19	OP	06095	5643	Deck 3 Mgmt Services	PV	2028158	34,382.88	12/25/19	610750
620732	Lauren Schneider	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2027312	91.00	12/25/19	610751
620733	Charlyne Cather	Green 2 Garage Refund	OP	06096	3941	Deck 2-Lease	PV	2027331	35.00	12/25/19	610752
620747	Nakul Paliwal	Blue 3 Garage Refund	OP	06096	3941	Deck 3-Lease	PV	2027868	35.00	12/25/19	610753
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 11/19	OP	06095	5870	Other Bldg Maintenance	PV	2028159	23,992.77	12/26/19	145911
604774	Pinnacle Bank Arena	Arena Repair/Maint/CIP 11/19	OP	06095	6068	Concession Equipment	PV	2028159	5,612.85	12/26/19	145911

Category: OP

total

7,208,228.96

Grand

total

7,458,728.96

West Haymarket Joint Public Agency
 Payment Register
 January 2020

Vendor Number	Vendor Name	Payment Remark	Cat	Busi Unit	Obj Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
71431	Berens-Tate Consulting	Account No: 797400-000E		78954	5626	Bond Agent & Issuance Exp	PV	2030782	3,000.00	01/15/20	611250
Category: total									3,000.00		
108417	Citizen Information Center	5 City TV WHJPA 11-25-19	OP	06095	5952	Advertising/Media Serv	PV	2028610	100.00	01/01/20	610855
108417	Citizen Information Center	5 City TV WHJPA 10-24-19	OP	06095	5952	Advertising/Media Serv	PV	2028611	100.00	01/01/20	610855
113806	City Treasurer	WHJPA Credit Card Fees 11/19	OP	06095	5996	Credit Card/Bank Fees	PV	2028612	52.89	01/01/20	610856
77921	County/City Property Management	Amtrak Station 11/19	OP	06095	5870	Other Bldg Maintenance	PV	2028608	748.30	01/02/20	146040
98079	Black Hills Energy	277 Pinnacle Arena Dr	OP	06095	5825	Natural Gas	PV	2028609	150.44	01/02/20	146054
406174	BKD LLP	Client #0081643	OP	06095	5624	Auditing Service	PV	2028613	12,000.00	01/02/20	146092
598263	PC Sports LLC	Project Mgmt 9/22/19-10/19/19	OP	06095	5621	Misc Contractual Services	PV	2028614	5,802.00	01/02/20	146122
598263	PC Sports LLC	Project Mgmt 10/20/19-11/16/19	OP	06095	5621	Misc Contractual Services	PV	2028615	5,496.25	01/02/20	146122
616389	Midwest Office Automations	FD00 / 13475-01	OP	06095	5762	Photocopying	PV	2028901	16.28	01/02/20	146149
53356	Lincoln Electric System	277 Pinnacle Arena Dr	OP	06095	5821	Electricity - Bldg & Grnds	PV	2029293	393.25	01/09/20	146176
53356	Lincoln Electric System	200 N 7th St	OP	06095	5821	Electricity - Bldg & Grnds	PV	2029295	234.96	01/09/20	146176
53356	Lincoln Electric System	605 N 8th St Pk Lgh	OP	06095	5821	Electricity - Bldg & Grnds	PV	2029297	45.47	01/09/20	146176
76881	Windstream	Billing number 402-477-6387	OP	06095	5829	Telephone	PV	2029299	110.66	01/09/20	146186
113806	City Treasurer	WHJPA credit card fees 12/19	OP	06095	5996	Credit Card/Bank Fees	PV	2030609	63.29	01/15/20	611251
324566	Union Bank & Trust Company	WHJPA Series 2010B	OP	195021	6233	Bd Trustee Pmt-Serv Chg	PV	2030610	524.00	01/15/20	611252
324566	Union Bank & Trust Company	WHJPA Series 2010C	OP	195021	6233	Bd Trustee Pmt-Serv Chg	PV	2030611	524.00	01/15/20	611252
324566	Union Bank & Trust Company	WHJPA Series 2013	OP	195041	6233	Bd Trustee Pmt-Serv Chg	PV	2030612	524.00	01/15/20	611252
620543	Midwest Alarm Services	Account Number 900508-11	OP	06095	5683	Fire Alarm Monitoring	PV	2030614	33.90	01/15/20	611253
58261	Bob & Don's Plumbing	Amtrak Station back flow test	OP	06095	5870	Other Bldg Maintenance	PV	2030607	90.00	01/16/20	146393
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030783	9,363.18	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030792	230.46	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030793	1,349.78	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030794	2,715.94	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030795	2,514.72	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030796	235.37	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030797	2,872.62	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030799	3,406.90	01/16/20	146408
77462	Lancaster County Treasurer	Maintenance WHM	OP	06095	5856	City Share Linc Center Maint	PV	2030800	2,135.98	01/16/20	146408
102154	Public Building Commission	Space Rental 1/20	OP	06095	5928	Rent of Co/City Bldg Space	PV	2030608	86.10	01/16/20	146429
102154	Public Building Commission	Space Rental 1/20	OP	06095	5931	Parking Rent Bldg Comm	PV	2030608	8.75	01/16/20	146429
598263	PC Sports LLC	Project Mgmt 11/17/19-12/31/19	OP	06095	5621	Misc Contractual Services	PV	2030613	8,192.25	01/16/20	146555
98642	Information Services	JPA 12/19	OP	06095	5631	Data Processing Service	PV	2031826	201.18	01/22/20	611429
98642	Information Services	JPA 12/19	OP	06095	5685	VOIP Payments to I S	PV	2031826	16.66	01/22/20	611429
620862	CTEC AG	PBA club seat partial refund	OP	06094	3226	Administrative Fees	PV	2031928	50.00	01/22/20	611430
620862	CTEC AG	PBA club seat partial refund	OP	06094	3226	Administrative Fees	PV	2031928	50.00	01/22/20	611430
620862	CTEC AG	PBA club seat partial refund	OP	06094	3226	Administrative Fees	PV	2031928	50.00	01/22/20	611430
77921	County/City Property Management	JPA-CITY CONTROLLER 12/19	OP	06095	5261	Postage	PV	2031825	241.05	01/23/20	146713
82801	Nemaha Landscape Construction I	WH01123 Olsson Streetscape	OP	06095	6140	Grounds Improvements	OV	2031456	30,870.00	01/23/20	146720
588846	District Energy Corp	Customer WHM-JPA	OP	06095	5835	Thermal Heating & Cooling	PV	2031827	204,712.93	01/23/20	146818
588846	District Energy Corp	Customer ID: 0005	OP	06095	5835	Thermal Heating & Cooling	PV	2031829	220,682.97	01/23/20	146818
596579	SMG	Customer Number 000889	OP	06095	5643	Management Services	PV	2031833	185,436.00	01/23/20	146828
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 12/19	OP	06095	5643	Deck 1 Mgmt Services	PV	2032770	84,200.23	01/29/20	612803
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 12/19	OP	06095	5643	Deck 2 Mgmt Services	PV	2032770	49,795.55	01/29/20	612803
431100	City of Lincoln - Parking	JPA Parking Garage Mgmt 12/19	OP	06095	5643	Deck 3 Mgmt Services	PV	2032770	58,410.62	01/29/20	612803
620863	Carter Powell	Green 2 Garage Refund	OP	06096	3941	Deck 2-Lease	PV	2032033	70.00	01/29/20	612804
620888	Jackson Belva	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2033010	45.50	01/29/20	612805
620889	Forrest Critchfield	Red 1 Garage Refund	OP	06096	3941	Deck 1-Lease	PV	2033009	19.00	01/29/20	612806
77921	County/City Property Management	Amtrak Station 12/19	OP	06095	5870	Other Bldg Maintenance	PV	2032769	487.94	01/30/20	146979
249308	DLR Group Inc	10-19222-00 Misc PBA Design	OP	06095	5637	Engineering & Design	OV	2032753	5,628.75	01/30/20	147037
249308	DLR Group Inc	10-19222-00 Misc PBA Design	OP	06095	5637	Engineering & Design	OV	2032760	7,528.75	01/30/20	147037

Category: OP

West Haymarket Joint Public Agency
 Payment Register
 January 2020

Vendor Number	Vendor Name	Payment Remark	Busi Cat	Obj Unit	Acct	Description	Do Ty	Document Number	Amount	Check Date	Payment Number
total									909,472.87		
Grand total									912,472.87		

	Current Fiscal Yr

Revenues:	
Occupation Taxes	6,305,740.17
Intergovernmental	1,835,080.62
Permits & Fees	1,595.00
DEC Customer Payments	526,266.17
Interest	389,021.81
Arena Premium Seat Revenue	598,763.32
Facility Lease & Other Rent	38,680.49
Parking Revenue	896,313.43
Sponsorship & Misc Revenue	566,922.15

Total Revenues	11,158,383.16

Expenditures:	
General Government	4,017,433.90
Debt Service-Service Charge	524.00
Debt Service P & I	14,949,402.65
Capital Outlay	326,466.91

Total Expenditures	19,293,827.46

Excess (Deficiency) Of Revenues Over Expenditures	<8,135,444.30>

Other Financing Sources (Uses):	
Debt Issued	1,254,000.00
Payment to Bond Escrow Agent	<1,254,000.00>
Sale Of Assets	96,911.50

Total Other Financing Sources (Uses)	96,911.50

Excess (Deficiency) Of Revenues And Other Financing Sources Over Expenditures and Other Uses	<8,038,532.80>

Fund Balance Beginning Of Year	44,646,419.69

Fund Balance End Of Year	36,607,886.89
	=====

	Current Fiscal Yr

Revenues:	
Occupation Taxes	7,764,268.62
Intergovernmental	1,835,080.62
Permits & Fees	1,895.00
DEC Customer Payments	651,090.14
Interest	485,145.02
Arena Premium Seat Revenue	598,723.32
Facility Lease & Other Rent	42,180.49
Parking Revenue	1,367,955.22
Sponsorship & Misc Revenue	567,054.90

Total Revenues	13,313,393.33

Expenditures:	
General Government	4,933,367.54
Debt Service-Service Charge	2,096.00
Debt Service P & I	14,949,402.65
Capital Outlay	329,466.91

Total Expenditures	20,214,333.10

Excess (Deficiency) Of Revenues Over Expenditures	<6,900,939.77>

Other Financing Sources (Uses):	
Debt Issued	1,254,000.00
Payment to Bond Escrow Agent	<1,254,000.00>
Sale Of Assets	615,375.50

Total Other Financing Sources (Uses)	615,375.50

Excess (Deficiency) Of Revenues And Other Financing Sources Over Expenditures and Other Uses	<6,285,564.27>

Fund Balance Beginning Of Year	44,646,419.69

Fund Balance End Of Year	38,360,855.42
	=====

Pinnacle Bank Arena
Income Statement
For the Four Months Ending December 31, 2019

	Year to Date Actual	Year to Date Budget	Year to Date Variance	Annual Budget
EVENT INCOME				
Direct Event Income				
Rental Income	\$ 185,186	152,056	33,130	\$ 1,050,306
Service Revenue	486,186	448,000	38,186	2,330,050
Service Expenses	(679,748)	(722,550)	42,802	(3,199,567)
Total Direct Event Income	<u>(8,376)</u>	<u>(122,494)</u>	<u>114,118</u>	<u>180,789</u>
Ancillary Income				
F & B Concessions	387,248	325,330	61,918	1,433,914
F & B Catering	125,822	87,866	37,956	223,212
Novelty Sales	9,459	15,973	(6,514)	106,648
F & B Premium	45,816	47,019	(1,203)	174,273
Parking	228,539	221,757	6,782	279,774
Total Ancillary Income	<u>796,884</u>	<u>697,945</u>	<u>98,939</u>	<u>2,217,821</u>
Other Event Income				
Premium	20,645	8,400	12,245	114,300
Ticket Commissions	117,757	63,263	54,494	685,733
Facility Fees	53,126	54,303	(1,177)	352,245
Total Other Event Income	<u>191,528</u>	<u>125,966</u>	<u>65,562</u>	<u>1,152,278</u>
Total Event Income	<u>980,036</u>	<u>701,417</u>	<u>278,619</u>	<u>3,550,888</u>
Other Operating Income	<u>396,905</u>	<u>400,888</u>	<u>(3,983)</u>	<u>1,206,662</u>
JPA Operational Increment	<u>200,000</u>	<u>200,000</u>	<u>0</u>	<u>600,000</u>
Adjusted Gross Income	<u>1,576,941</u>	<u>1,302,305</u>	<u>274,636</u>	<u>5,357,550</u>
INDIRECT EXPENSES				
Salaries & Wages	1,271,553	1,288,871	(17,318)	4,155,977
Payroll Taxes & Benefits	262,014	340,520	(78,506)	1,021,534
Labor Allocations to Events	(421,097)	(462,976)	41,879	(1,678,321)
Net Salaries and Benefits	1,112,470	1,166,415	(53,945)	3,499,190
Contracted Services	774	1,332	(558)	4,000
General and Administrative	99,624	113,311	(13,687)	358,400
Operating	26,650	23,756	2,894	79,000
Repairs & Maintenance	1,487	2,100	(613)	6,300
Operational Supplies	28,252	42,674	(14,422)	130,000
Insurance	66,675	65,583	1,092	202,660
Utilities	340,997	365,332	(24,335)	1,112,000
Other	194	0	194	0
SMG Management Fees	71,843	72,000	(157)	216,000
Total Indirect Expenses	<u>1,748,966</u>	<u>1,852,503</u>	<u>(103,537)</u>	<u>5,607,550</u>
Net Income (Loss)	<u>(172,025)</u>	<u>(550,198)</u>	<u>378,173</u>	<u>(250,000)</u>
Beginning Retained Earnings	882,546	882,546	0	882,546
Net Income (Loss)	<u>(172,025)</u>	<u>(550,198)</u>	<u>378,173</u>	<u>(250,000)</u>
Ending Retained Earnings	<u>\$ 710,521</u>	<u>\$ 332,348</u>	<u>378,173</u>	<u>632,546</u>

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
51 JPA						
00950 West Haymarket Revenue						
11 Materials & Supplies						
5221 Office Supplies	250.00		250.00			250.00
5261 Postage	2,500.00		2,500.00	613.65		1,886.35
5323 Bldg Maint Supplies	500.00		500.00			500.00
11 Materials & Supplies	3,250.00		3,250.00	613.65		2,636.35
12 Other Services & Charges						
5621 Misc Contractual Services	913,860.00		913,860.00	176,162.50		737,697.50
5624 Auditing Service	21,575.00		21,575.00	15,500.00		6,075.00
5628 Consultant Services	60,000.00		60,000.00			60,000.00
5631 Data Processing Service	2,543.00		2,543.00	804.81		1,738.19
5633 Software	236,130.00		236,130.00			236,130.00
5635 Delivery Service				210.20		210.20
5643 Management Services	2,716,462.00		2,716,462.00	1,663,276.73		1,053,185.27
5643.61 Deck 1 Mgmt Services	913,245.00		913,245.00	244,291.71		668,953.29
5643.62 Deck 2 Mgmt Services	494,805.00		494,805.00	141,838.19		352,966.81
5643.63 Deck 3 Mgmt Services	578,481.00		578,481.00	169,611.09		408,869.91
5683.04 Snow Removal	2,500.00		2,500.00			2,500.00
5683.05 Fire Alarm Monitoring	500.00		500.00	101.70		398.30
5685 VOIP Payments to I S	200.00		200.00	66.67		133.33
5762 Photocopying	500.00		500.00	61.79		438.21
5763 Printing	250.00		250.00			250.00
5783 General Liability	25,743.00		25,743.00	25,743.00		
5786 Property	176,702.00		176,702.00	176,702.00		
5794 Public Officials	33,150.00		33,150.00	29,055.00		4,095.00
5795 Misc Insurance Floater	935.00		935.00	935.00		
5821 Electricity - Bldg & Grnds	9,500.00		9,500.00	2,047.32		7,452.68
5825 Natural Gas	1,600.00		1,600.00	294.65		1,305.35
5829 Telephone	1,350.00		1,350.00	437.06		912.94
5830 Water	1,425.00		1,425.00	428.65		996.35
5835 Thermal Heating & Cooling	3,040,000.00		3,040,000.00	627,057.55		2,412,942.45
5856 City Share Linc Center Maint	31,000.00		31,000.00			31,000.00
5862 Grounds Maintenance	18,000.00		18,000.00	4,003.97		13,996.03
5870 Other Bldg Maintenance	515,000.00		515,000.00	174,219.03		340,780.97
5928 Rent of Co/City Bldg Space	1,034.00		1,034.00	344.40		689.60

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
51 JPA						
00950 West Haymarket Revenue						
12 Other Services & Charges						
5931 Parking Rent Bldg Comm	105.00		105.00	35.00		70.00
5952 Advertising/Media Serv	1,560.00		1,560.00	460.00		1,100.00
5988 Transfer of Funds	500,000.00		500,000.00			500,000.00
5993 Fees Paid to State of NE	25.00		25.00	25.00		
5996 Credit Card/Bank Fees	7,500.00		7,500.00	1,920.08		5,579.92
12 Other Services & Charges	10,305,680.00		10,305,680.00	3,455,633.10		6,850,046.90
13 Capital Outlay - Equipment						
6068 Concession Equipment	80,000.00		80,000.00	31,370.85		48,629.15
6069 Data Processing Equipment	54,079.00		54,079.00	66,577.27		12,498.27-
6076 Miscellaneous Equipment	622,387.00	140,445.00	762,832.00	358,495.04		404,336.96
13 Capital Outlay - Equipment	756,466.00	140,445.00	896,911.00	456,443.16		440,467.84
14 Capital Outlay - Improvements						
6132 Buildings	850,000.00		850,000.00			850,000.00
6135 Land				97,937.25		97,937.25-
6140 Grounds Improvements	825,000.00		825,000.00	6,806.74		818,193.26
6142 Sewer System	97,200.00		97,200.00			97,200.00
14 Capital Outlay - Improvements	1,772,200.00		1,772,200.00	104,743.99		1,667,456.01
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	2,620.00		2,620.00	524.00		2,096.00
6234 Bd Trustee Pmt-Principal	580,000.00		580,000.00	605,000.00		25,000.00-
6235 Bd Trustee Pmt-Interest	16,168,646.00		16,168,646.00	5,793,590.28		10,375,055.72
15 Debt Service	16,751,266.00		16,751,266.00	6,399,114.28		10,352,151.72
00950 West Haymarket Revenue	29,588,862.00	140,445.00	29,729,307.00	10,416,548.18		19,312,758.82
00954 JPA Bonds Series 2011/2019						
12 Other Services & Charges						

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of December 31, 2019

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
5626 Bond Agent & Issuance Exp				326,300.00		326,300.00-
12 Other Services & Charges				326,300.00		326,300.00-
15 Debt Service						
6240 Paymt To Refunding Escrow				8,550,812.37		8,550,812.37-
15 Debt Service				8,550,812.37		8,550,812.37-
18 Bond/Note Proceeds						
9500 Pymt To Bond Escrow Agent				1,254,000.00		1,254,000.00-
18 Bond/Note Proceeds				1,254,000.00		1,254,000.00-
00954 JPA Bonds Series 2011/2019				10,131,112.37		10,131,112.37-
51 JPA	29,588,862.00	140,445.00	29,729,307.00	20,547,660.55		9,181,646.45

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
51 JPA						
00950 West Haymarket Revenue						
11 Materials & Supplies						
5221 Office Supplies	250.00		250.00			250.00
5261 Postage	2,500.00		2,500.00	854.70		1,645.30
5323 Bldg Maint Supplies	500.00		500.00			500.00
11 Materials & Supplies	3,250.00		3,250.00	854.70		2,395.30
12 Other Services & Charges						
5621 Misc Contractual Services	913,860.00		913,860.00	184,354.75		729,505.25
5624 Auditing Service	21,575.00		21,575.00	18,575.00		3,000.00
5628 Consultant Services	60,000.00		60,000.00			60,000.00
5631 Data Processing Service	2,543.00		2,543.00	1,005.99		1,537.01
5633 Software	236,130.00		236,130.00			236,130.00
5635 Delivery Service				210.20		210.20-
5637 Engineering & Design				13,157.50	5,016.50	18,174.00-
5643 Management Services	2,716,462.00		2,716,462.00	1,848,712.73		867,749.27
5643.61 Deck 1 Mgmt Services	913,245.00		913,245.00	328,491.94		584,753.06
5643.62 Deck 2 Mgmt Services	494,805.00		494,805.00	191,633.74		303,171.26
5643.63 Deck 3 Mgmt Services	578,481.00		578,481.00	228,021.71		350,459.29
5683.04 Snow Removal	2,500.00		2,500.00	37.50		2,462.50
5683.05 Fire Alarm Monitoring	500.00		500.00	135.60		364.40
5685 VOIP Payments to I S	200.00		200.00	83.33		116.67
5762 Photocopying	500.00		500.00	78.76		421.24
5763 Printing	250.00		250.00			250.00
5783 General Liability	25,743.00		25,743.00	25,743.00		
5786 Property	176,702.00		176,702.00	176,702.00		
5794 Public Officials	33,150.00		33,150.00	29,055.00		4,095.00
5795 Misc Insurance Floater	935.00		935.00	935.00		
5821 Electricity - Bldg & Grnds	9,500.00		9,500.00	3,450.25		6,049.75
5825 Natural Gas	1,600.00		1,600.00	488.20		1,111.80
5829 Telephone	1,350.00		1,350.00	656.12		693.88
5830 Water	1,425.00		1,425.00	428.65		996.35
5835 Thermal Heating & Cooling	3,040,000.00		3,040,000.00	1,052,453.45		1,987,546.55
5856 City Share Linc Center Maint	31,000.00		31,000.00	24,824.95		6,175.05
5862 Grounds Maintenance	18,000.00		18,000.00	4,003.97		13,996.03
5870 Other Bldg Maintenance	515,000.00		515,000.00	193,322.75		321,677.25

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
51 JPA						
00950 West Haymarket Revenue						
12 Other Services & Charges						
5928 Rent of Co/City Bldg Space	1,034.00		1,034.00	430.50		603.50
5931 Parking Rent Bldg Comm	105.00		105.00	43.75		61.25
5952 Advertising/Media Serv	1,560.00		1,560.00	460.00		1,100.00
5988 Transfer of Funds	500,000.00		500,000.00			500,000.00
5993 Fees Paid to State of NE	25.00		25.00	25.00		
5996 Credit Card/Bank Fees	7,500.00		7,500.00	1,983.37		5,516.63
12 Other Services & Charges	10,305,680.00		10,305,680.00	4,329,504.71	5,016.50	5,971,158.79
13 Capital Outlay - Equipment						
6068 Concession Equipment	80,000.00		80,000.00	32,523.48		47,476.52
6069 Data Processing Equipment	54,079.00		54,079.00	71,299.17		17,220.17-
6076 Miscellaneous Equipment	622,387.00	140,445.00	762,832.00	360,141.49		402,690.51
13 Capital Outlay - Equipment	756,466.00	140,445.00	896,911.00	463,964.14		432,946.86
14 Capital Outlay - Improvements						
6132 Buildings	850,000.00		850,000.00			850,000.00
6135 Land				97,937.25		97,937.25-
6140 Grounds Improvements	825,000.00		825,000.00	41,106.74	190,500.00	593,393.26
6142 Sewer System	97,200.00		97,200.00			97,200.00
14 Capital Outlay - Improvements	1,772,200.00		1,772,200.00	139,043.99	190,500.00	1,442,656.01
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	2,620.00		2,620.00	2,096.00		524.00
6234 Bd Trustee Pmt-Principal	580,000.00		580,000.00	605,000.00		25,000.00-
6235 Bd Trustee Pmt-Interest	16,168,646.00		16,168,646.00	5,793,590.28		10,375,055.72
15 Debt Service	16,751,266.00		16,751,266.00	6,400,686.28		10,350,579.72
00950 West Haymarket Revenue	29,588,862.00	140,445.00	29,729,307.00	11,334,053.82	195,516.50	18,199,736.68
00954 JPA Bonds Series 2011/2019						

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of January 31, 2020

	ORIGINAL BUDGET	P/Y ENC & REVISIONS	TOTAL	YTD EXPEND	PURCHASE ORDERS	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----	-----
12 Other Services & Charges						
5626 Bond Agent & Issuance Exp				329,300.00		329,300.00-
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12 Other Services & Charges				329,300.00		329,300.00-
15 Debt Service						
6240 Paymt To Refunding Escrow				8,550,812.37		8,550,812.37-
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15 Debt Service				8,550,812.37		8,550,812.37-
18 Bond/Note Proceeds						
9500 Pymt To Bond Escrow Agent				1,254,000.00		1,254,000.00-
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18 Bond/Note Proceeds				1,254,000.00		1,254,000.00-
-----	-----	-----	-----	-----	-----	-----
00954 JPA Bonds Series 2011/2019				10,134,112.37		10,134,112.37-
-----	-----	-----	-----	-----	-----	-----
51 JPA	29,588,862.00	140,445.00	29,729,307.00	21,468,166.19	195,516.50	8,065,624.31

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870000	WH General Coordination	6,733,501.51	6,687,061.60		46,439.91
870002	WH General Coordination P3	528,000.00	540,541.25		12,541.25-

70090	West Haymarket Park	7,261,501.51	7,227,602.85		33,898.66
70091	Arena				
870100	WH Arena	183,909,365.20	183,903,559.95		5,805.25
870101	WH Arena Contingency	1,480,092.13			1,480,092.13
870203	WH Arena Parking Garage	726,438.23	726,438.23		

70091	Arena	186,115,895.56	184,629,998.18		1,485,897.38
70092	Parking				
870201	WH HymktPkLot,FestSp&PedGrdStr	15,033,683.68	15,033,683.68		
870202	WH Parking Garage #1	14,067,207.27	14,067,207.27		
870204	WH Parking Garage #2	203,400.39	203,400.39		

70092	Parking	29,304,291.34	29,304,291.34		
70093	Roads				
870301	WH Charleston Bridge/Roadway	252,015.40	252,015.40		
870302	WH "M"&"N" St,7th to 10th St	3,436,496.59	3,436,496.59		
870303	WH USPS Parking Lot Reconstctn	696,053.96	696,053.96		
870304	WH 10th & Salt Creek Road Impr	3,436,720.69	3,436,720.69		
870305	WH Core Area Roadway & Utility	14,890,418.47	14,789,002.65		101,415.82
870306	WH Traffic Analysis	72,351.96	72,351.96		
870307	WH Streetscape	2,586,338.83	2,586,338.83		
870308	WH Sun Valley Blvd & West "O"	23,681.50	23,681.50		

70093	Roads	25,394,077.40	25,292,661.58		101,415.82
70094	Pedestrian Ways				
870401	WH Plaza				
870402	WH Canopy Phase II	1,510,961.05	1,537,755.55		26,794.50-

70094	Pedestrian Ways	1,510,961.05	1,537,755.55		26,794.50-

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of December 31, 2019

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70095	Utilities				
870501	WH Sanitary Sewer Relocation	1,492,905.32	1,492,905.32		
870502	WH Fiber Optic Comm & Other	506,034.95	506,034.95		

70095	Utilities	1,998,940.27	1,998,940.27		

70096	Environmental				
870601	WH NDEQ T-200	1,783,034.68	1,730,784.85	2,421.70	49,828.13
870602	WH Voluntary Clean-up Program	2,093,549.47	2,192,950.18		99,400.71-
870603	WH Environmental Contngy Pln	1,460,289.05	1,337,301.07		122,987.98
870604	WH Other/Miscellaneous	742,155.42	741,109.49	911.26	134.67
870605	WH Canopy Phase I-Lead Abatemt				
870606	WH Alter Brownfield Site	200,000.00	200,000.00		
870607	WH JayLynn/Watson/Alter N	200,000.00	200,000.00		

70096	Environmental	6,479,028.62	6,402,145.59	3,332.96	73,550.07

70097	Dirt Moving				
870701	WH Stmwtr Mtgtn-Sth&WstOf BNSF				
870703	WH Initial Haymarket Site Prep	9,383,729.29	9,209,722.97		174,006.32
870704	WH Other Stormwater Mitigation				

70097	Dirt Moving	9,383,729.29	9,209,722.97		174,006.32

70098	TIF Improvements				
870800	WH TIF Improvements				

70098	TIF Improvements				

70099	Site Purchase				
870901	WH BNSF Land Acquisition	1,060,419.44	1,060,419.44		
870902	WH Alter Site Purchase	4,611,008.12	4,611,008.12		
870903	WH Jaylynn Site Purchase	1,702,838.21	1,702,838.21		
870904	WH UP Site Purchase	1,326,248.15	1,326,248.15		
870905	WH BNSF Const, Rehab, Reloc	47,671,698.85	47,671,698.85		
870906	WH Amtrak Station	2,369,425.17	2,369,425.17		
870907	WH UP Track Mod West of Bridge	1,225,231.66	1,225,231.66		

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of December 31, 2019

	Total Budget	Expend.	Encumb.	Available Balance
-----	-----	-----	-----	-----
00951 West Haymarket Capital Proj				
70099 Site Purchase				
870908 WH Other Private Prop Acqstns	2,264,387.01	2,264,387.01		
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70099 Site Purchase	62,231,256.61	62,231,256.61		
70100 Other Costs				
870951 WH ITS & Dynamic Message Signs	1,140,949.49	1,140,949.49		
870952 WH Community Space & Civic Art	1,500,000.00	1,342,114.85		157,885.15
870953 WH Breslow Ice Rink	2,000,000.00	2,000,000.00		
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70100 Other Costs	4,640,949.49	4,483,064.34		157,885.15
70105 Bond Related Costs				
870975 WH Miscellaneous				
870976 WH Line of Credit	78,227.31	78,227.31		
870977 WH Series 1 JPA Debt	1,535,167.50	1,535,167.50		
870978 WH Series 2 JPA Debt	1,221,802.25	1,221,802.25		
870979 WH Series 3 JPA Debt	577,661.29	577,661.29		
870980 WH Series 4 JPA Debt	1,243,824.50	1,243,824.50		
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70105 Bond Related Costs	4,656,682.85	4,656,682.85		
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00951 West Haymarket Capital Proj	338,977,313.99	336,974,122.13	3,332.96	1,999,858.90

		Total Budget	Expend.	Encumb.	Available Balance

00951	West Haymarket Capital Proj				
70090	West Haymarket Park				
870000	WH General Coordination	6,733,501.51	6,687,061.60		46,439.91
870002	WH General Coordination P3	528,000.00	540,541.25		12,541.25-

70090	West Haymarket Park	7,261,501.51	7,227,602.85		33,898.66
70091	Arena				
870100	WH Arena	183,909,365.20	183,903,559.95		5,805.25
870101	WH Arena Contingency	1,480,092.13			1,480,092.13
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70092	Parking				
870201	WH HymktPkLot,FestSp&PedGrdStr	15,033,683.68	15,033,683.68		
870202	WH Parking Garage #1	14,067,207.27	14,067,207.27		
870204	WH Parking Garage #2	203,400.39	203,400.39		

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70093	Roads				
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870302	WH "M"&"N" St,7th to 10th St	3,436,496.59	3,436,496.59		
870303	WH USPS Parking Lot Reconstctn	696,053.96	696,053.96		
870304	WH 10th & Salt Creek Road Impr	3,436,720.69	3,436,720.69		
870305	WH Core Area Roadway & Utility	14,890,418.47	14,789,002.65		101,415.82
870306	WH Traffic Analysis	72,351.96	72,351.96		
870307	WH Streetscape	2,586,338.83	2,586,338.83		
870308	WH Sun Valley Blvd & West "O"	23,681.50	23,681.50		

70093	Roads	25,394,077.40	25,292,661.58		101,415.82
70094	Pedestrian Ways				
870401	WH Plaza				
870402	WH Canopy Phase II	1,510,961.05	1,537,755.55		26,794.50-

70094	Pedestrian Ways	1,510,961.05	1,537,755.55		26,794.50-

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of January 31, 2020

	Total Budget	Expend.	Encumb.	Available Balance
-----	-----	-----	-----	-----
00951 West Haymarket Capital Proj				
70095 Utilities				
870501 WH Sanitary Sewer Relocation	1,492,905.32	1,492,905.32		
870502 WH Fiber Optic Comm & Other	506,034.95	506,034.95		
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70095 Utilities	1,998,940.27	1,998,940.27		
70096 Environmental				
870601 WH NDEQ T-200	1,783,034.68	1,730,784.85	2,421.70	49,828.13
870602 WH Voluntary Clean-up Program	2,093,549.47	2,192,950.18		99,400.71-
870603 WH Environmental Contngy Pln	1,460,289.05	1,337,301.07		122,987.98
870604 WH Other/Miscellaneous	742,155.42	741,109.49	911.26	134.67
870605 WH Canopy Phase I-Lead Abatemt				
870606 WH Alter Brownfield Site	200,000.00	200,000.00		
870607 WH JayLynn/Watson/Alter N	200,000.00	200,000.00		
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70096 Environmental	6,479,028.62	6,402,145.59	3,332.96	73,550.07
70097 Dirt Moving				
870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF				
870703 WH Initial Haymarket Site Prep	9,383,729.29	9,209,722.97		174,006.32
870704 WH Other Stormwater Mitigation				
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70097 Dirt Moving	9,383,729.29	9,209,722.97		174,006.32
70098 TIF Improvements				
870800 WH TIF Improvements				
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70098 TIF Improvements				
70099 Site Purchase				
870901 WH BNSF Land Acquisition	1,060,419.44	1,060,419.44		
870902 WH Alter Site Purchase	4,611,008.12	4,611,008.12		
870903 WH Jaylynn Site Purchase	1,702,838.21	1,702,838.21		
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870905 WH BNSF Const, Rehab, Reloc	47,671,698.85	47,671,698.85		
870906 WH Amtrak Station	2,369,425.17	2,369,425.17		
870907 WH UP Track Mod West of Bridge	1,225,231.66	1,225,231.66		

City of Lincoln, NE
West Haymarket Joint Public Agency
Job Cost Report
As of January 31, 2020

	Total Budget	Expend.	Encumb.	Available Balance
-----	-----	-----	-----	-----
00951 West Haymarket Capital Proj				
70099 Site Purchase				
870908 WH Other Private Prop Acqstns	2,264,387.01	2,264,387.01		
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70099 Site Purchase	62,231,256.61	62,231,256.61		
70100 Other Costs				
870951 WH ITS & Dynamic Message Signs	1,140,949.49	1,140,949.49		
870952 WH Community Space & Civic Art	1,500,000.00	1,342,114.85		157,885.15
870953 WH Breslow Ice Rink	2,000,000.00	2,000,000.00		
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70100 Other Costs	4,640,949.49	4,483,064.34		157,885.15
70105 Bond Related Costs				
870975 WH Miscellaneous				
870976 WH Line of Credit	78,227.31	78,227.31		
870977 WH Series 1 JPA Debt	1,535,167.50	1,535,167.50		
870978 WH Series 2 JPA Debt	1,221,802.25	1,221,802.25		
870979 WH Series 3 JPA Debt	577,661.29	577,661.29		
870980 WH Series 4 JPA Debt	1,243,824.50	1,243,824.50		
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70105 Bond Related Costs	4,656,682.85	4,656,682.85		
-----	-----	-----	-----	-----
00951 West Haymarket Capital Proj	338,977,313.99	336,974,122.13	3,332.96	1,999,858.90

RESOLUTION NO.

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

3 That the attached Fifth Addendum to the Energy Service Agreement between the West
4 Haymarket Joint Public Agency and District Energy Corporation (WH00210, October 6, 2011) to
5 include service to Canopy Park at Canopy Street and West "O" Street, Lincoln, Nebraska, is
6 hereby approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Fifth Addendum to the Energy Service
8 Agreement between the West Haymarket Joint Public Agency and District Energy Corporation on
9 behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of February, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

FIFTH
ADDENDUM TO ENERGY
SERVICE AGREEMENT

Between

West Haymarket Joint Public Agency

And

District Energy Corporation

Energy Services to the
West Haymarket Arena

and related facilities

January 21, 2020

FIFTH ADDENDUM TO ENERGY SERVICE AGREEMENT

This Fifth Addendum to Energy Service Agreement (“Fifth Addendum”) dated January 21, 2020, is entered into by and between the West Haymarket Joint Public Agency (“Customer”), and the District Energy Corporation (“DEC”).

RECITALS:

I.

The Customer and DEC have previously entered into an Energy Service Agreement dated October 6, 2011 (“Agreement”) pursuant to which DEC furnishes energy services, as therein defined, to the Customer at the Pinnacle Bank Arena and such as other buildings and facilities as are listed on Exhibit C to the Agreement.

II.

The Customer has requested that DEC provide service to an additional energy delivery point, being the proposed Canopy Park at Canopy Street and West “O”, and DEC is willing to provide service to such additional delivery point.

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

1. The Agreement is hereby amended by adopting the revised “Exhibit C” which is attached hereto that adds the Canopy Park as an energy delivery point.

2. The Customer proposes that the structure to be served by DEC shall be allowed to install and connect to the DEC system a “2 pipe” hybrid heat pump system. DEC is agreeable to the connection of such a “2 pipe” hybrid heat pump system to the DEC system provided that the Canopy Park Service Requirements (dated January 27, 2017) attached hereto as Exhibit D-1 be included within and made a requirement of any redevelopment contract between the Customer and the redeveloper involving this new Energy Delivery Point; provided, however, the DEC Contract Manager shall be authorized to make reasonable revisions to the service requirements provided that such revisions do not adversely affect the integrity of the DEC system.

3. All other terms and conditions of the Agreement, including the First, Second, Third and Fourth Addenda thereto, shall remain in full force and effect except as specifically amended herein.

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


WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____
Chair

ATTEST:

By: _____
Secretary

DISTRICT ENERGY CORPORATION

By:  _____
President

ATTEST:

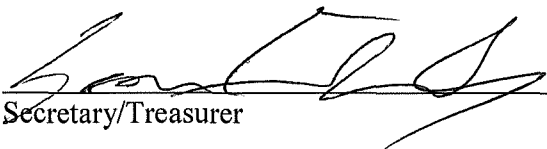
By:  _____
Secretary/Treasurer

EXHIBIT C
(Revised per Fifth Addendum)

District Energy Corporation
West Haymarket Thermal Energy System
Energy Delivery Points
January 21, 2020

Pursuant to the Energy Service Agreement, Addendums thereto, District Energy Corporation is to provide thermal energy service(s) as defined in the Agreement to the following addresses from the West Haymarket Thermal Energy Plant located at 550 "P" Street:

Pinnacle Bank Arena
600 "R" St.
Lincoln, NE 68508

Canopy Lofts
Canopy Rd & "R" St.
Lincoln, NE 68508

Rail Yard
7th St. & "Q" St.
Lincoln, NE 68508

Hyatt Regency Hotel
Canopy Rd. & "Q" St.
Lincoln, NE 68508

Woodbury Building #1
Canopy Rd. & "P" St.
Lincoln, NE 68508

Hudl Building
600 "P" St.
Lincoln, NE 68508

LumberWorks Lofts
110/140 South Canopy Street
Lincoln, NE 68508

Olsson Building 2.0
115 Canopy Street
Lincoln, NE 68508

Canopy Park
Canopy Street and West "O" Street
Lincoln, NE 68508

SERVICE REQUIREMENTS

The following service requirements shall apply to the proposed "two pipe" heat pump system connection to the DEC:

- The Customer can proceed with the proposed internal building "2-pipe" system loop design using water- sourced heat pumps.
- The Customer shall connect to the DEC "4 -pipe" (Chilled Water Supply and Return; Hot Water Supply and Return) system to temper the building's " 2-pipe"loop.
- The Customer shall adhere to the DEC's standard operating design parameters for Hot Water and Chilled Water temperature differentials (delta T).
 - Customer's design for Hot Water delta T (Hot Water Supply *minus* Hot Water Return) **shall not be less than 35 degrees F. A larger delta T is beneficial to DEC.**
 - Customer's design for Chilled Water delta T (Chilled Water Return *minus* Chilled Water Supply) **shall not be less than 14 degrees F. A larger delta T is beneficial to DEC.**
 - A daily operational average variance of no less than a 30 degrees F for a Hot Water delta T is acceptable to DEC. (If the JPA wished to pursue a per unit of energy penalty for a variance less than this, then please contact DEC as soon as possible to calculate a **proposed penalty; conversely an incentive could be calculated for a larger delta T**)
 - A daily operational average variance of no less than a 12 degrees F for a Chilled Water delta T is acceptable to DEC. (If the JPA wished to pursue a per unit of energy penalty for a variance less than this, then please contact DEC as soon as possible to calculate a proposed penalty; conversely an incentive could be calculated for a larger delta T)
- The Customer shall not use Chilled Water Supply as a source of heating for its building until there are more buildings connected to the DEC West Haymarket Plant and has the express written consent of the DEC and WH JPA. DEC will analyze its operations when new loads are added to the district energy system to determine whether Chilled Water Supply Liner building heating can be accommodated.
- To allow the Customer the ability to design its system for future use of Chilled Water Supply for heating, the Customer shall adhere to the following design parameters:
 - The Chilled Water Return to the DEC shall not be less than 39 degrees
 - The building's automation system shall automatically transition to using the DEC Hot Water Supply when the Chilled Water Return is 38 degrees F. DEC will monitor the return temperature of the Chilled Water through the metering system to ensure proper return temperature and provide notice when parameters fall out of range; if this change is not made in a reasonable duration

of time, DEC reserves the right to manually shut off the Chilled Water Supply and open the Hot Water Supply

- It is suggested that the building's automation system be able to treat this as an adjustable set point as DEC may require warmer Chilled Water Return or be able to allow colder Chilled Water Return in the future

- o The Customer shall consider that, based on certain events at the arena or other considerations, the Chilled Water Supply could be as cold as 38 degrees F, and that in this case, or other cases, where the DEC may need to operate a chiller during the winter, the building shall use Hot Water Supply.

* The Customer shall provide the following information to WH JPA/DEC for review:

- o Construction Bid Documents prior to letting
- o Building automation system control logic
- o HVAC equipment/ controls submittals

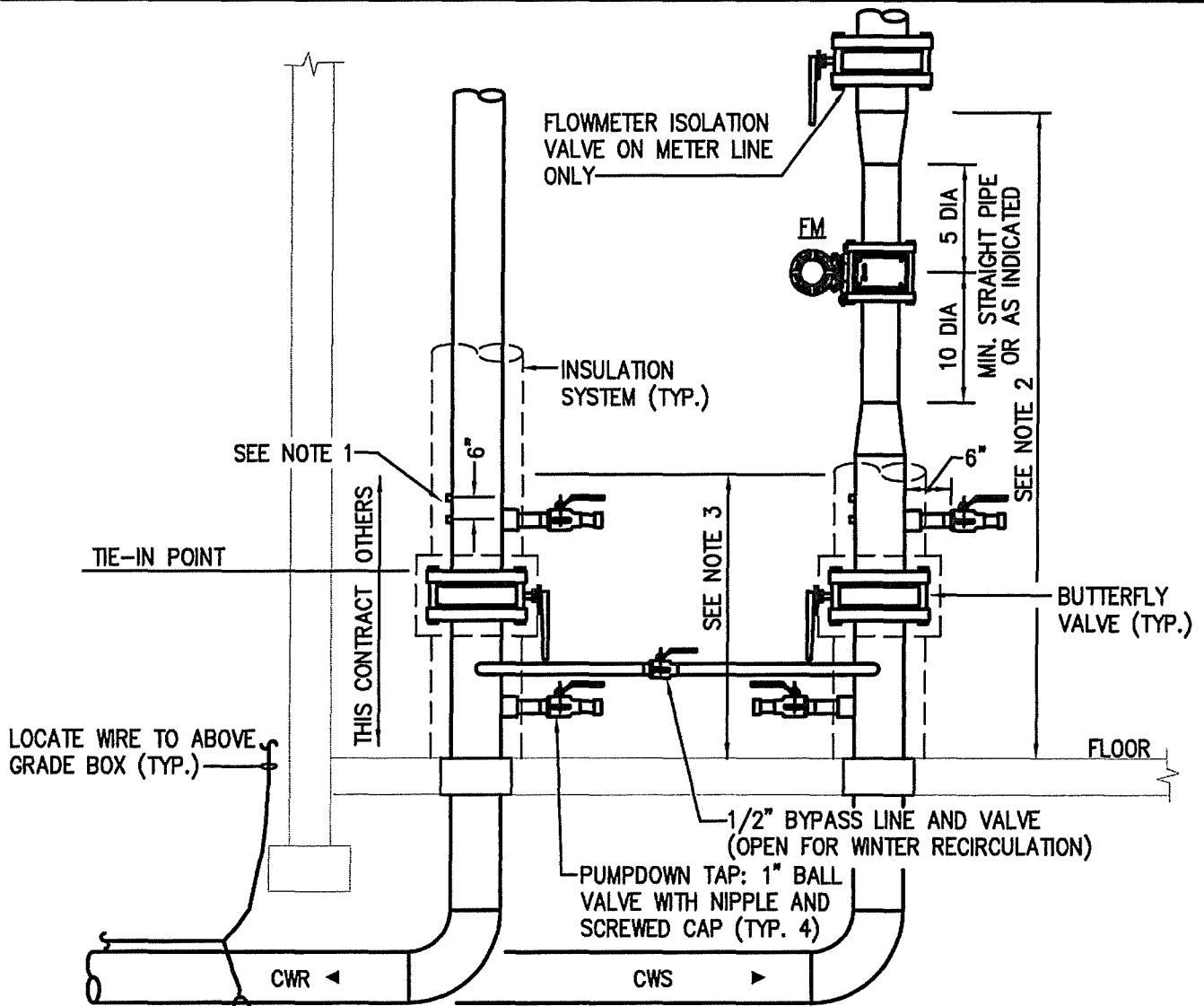
- ▶ Note: The DEC's (and/or WH JPA's since they are technically your customer) review of this aforementioned data will cover only general conformity of the data to the Energy Service Agreement, external connections, interfaces with equipment and materials furnished by others, and dimensions which affect arrangement of DEC provided equipment. The DEC's review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information submitted; nor shall review by DEC be construed as relieving the Customer from any responsibility for errors or deviations from the requirements of the Energy Service Agreement.

No related work shall be commenced until the submission of the aforementioned data has been reviewed by the DEC. A copy of each reviewed document shall be kept in good order by Customer and shall be available to DEC.

DEC SERVICE RESPONSIBILITIES

The District Energy Corporation (DEC) will endeavor to supply, but does not guarantee, uninterrupted service or reliability of a generally accepted standard. DEC does not guarantee uninterrupted service for dual primary service. The DEC shall not be responsible for any loss or damages caused by:

- (1) the negligence of DEC, or its employees, servants or agents; or
- (2) any interruption of service for repairs, alterations, want of reasonable and economic supply; or
- (3) any disconnection initiated by DEC with or without notice; or
- (4) failure of service or damage to CUSTOMER property by DEC equipment due or as a result of, but not limited to, an Act of God, fire, strike, riot, flood, lightning, storm, civil disturbance, war, animals, vehicle accidents, construction work, or action of public authority.



LOCATE WIRE TO ABOVE GRADE BOX (TYP.)

- LEGEND**
- TIE-IN ISOLATION VALVES INSTALLED BY CUSTOMER
 - TS (TEMPERATURE SENSOR)
 - FM (FLOW METER)
 - NC (NORMALLY CLOSED)
 - NO (NORMALLY OPEN)

NOTE:
LOCATE WIRE BY DEC

ENTRANCE PIPE DIA. (IN)	THERMOWELL INSERT DEPTH (IN)
2	1.5
3	1.5
4	1.5
6	4
8	4

- NOTES:**
1. TWO 1/2" THREAD-O-LET (TYP. OF SUPPLY AND RETURN LINES) - 1 FOR OWNER PROVIDE AND INSTALLED RUBBER P/T PLUG, AND 1 FOR OWNER PROVIDED AND INSTALLED THERMOWELL, TEMPERATURE SENSOR, AND MOUNTING KIT. THERMOWELL SELECTED PER CHART. DO NOT INSTALL ON BOTTOM HALF OF PIPE.
 2. NO LINES OTHER THAN BYPASS AND PUMPDOWN TAPS BETWEEN BUILDING ENTRANCE AND DOWNSTREAM OF METER.
 3. NO LINES OTHER THAN BYPASS AND PUMPDOWN TAPS BETWEEN TEMPERATURE SENSORS AND BUILDING EXIT.



DEC - TYPICAL SERVICE WATER ENTRANCE 1

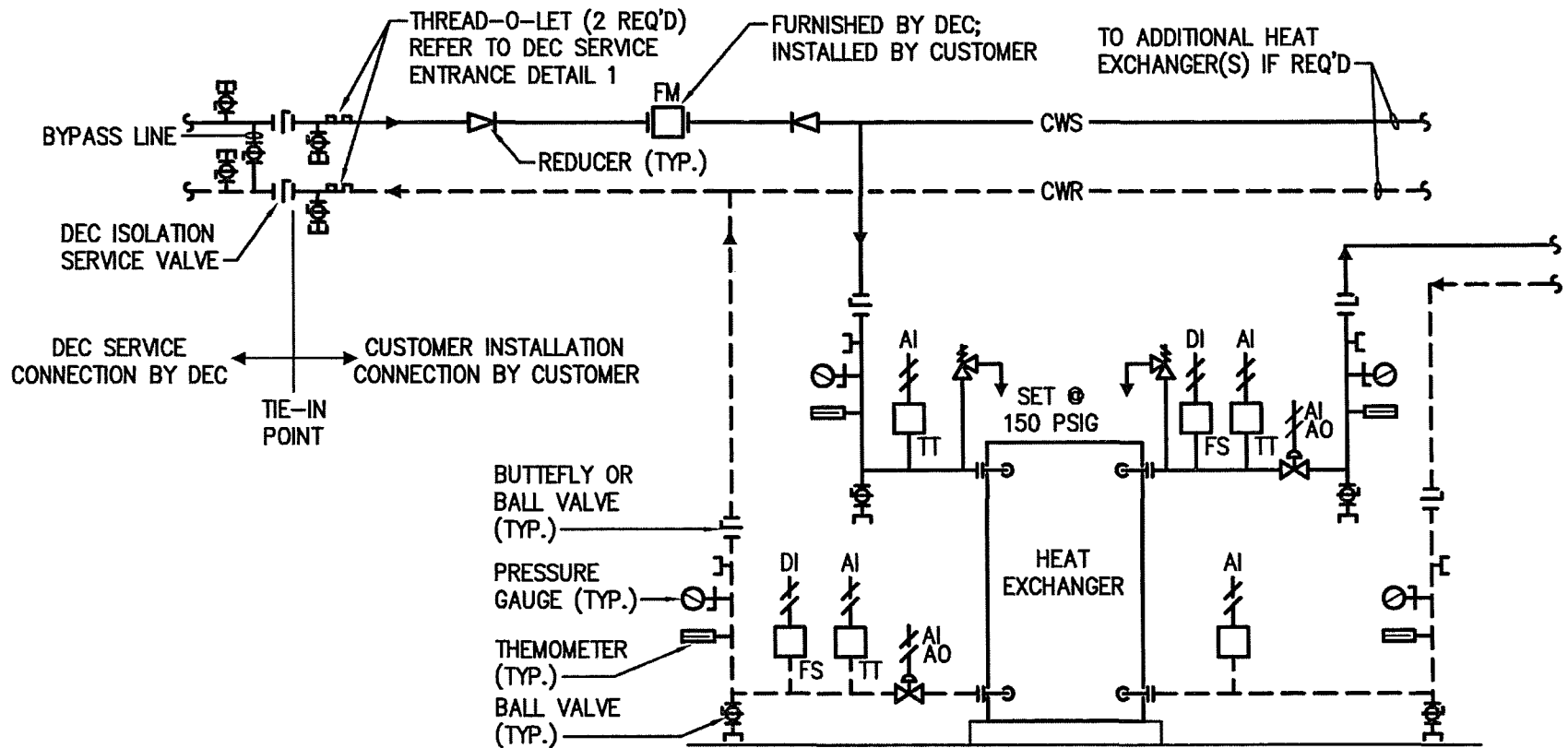
NO SCALE



Project: _____

Sheet Title: **DEC - TYPICAL SERVICE WATER ENTRANCE**

Project No: _____	Dwg Ref No: _____
Date: 4-14-2015	Sheet No: 1 of 5



NOTE: ALL EQUIPMENT RATED FOR 150 PSIG WORKING PRESSURE AT OPERATING TEMPERATURE.

(CHILLED WATER PIPING SCHEMATIC)

DEC CUSTOMER DESIGN & INSTALLATION REQUIREMENT (COOLING-CHILLED WATER) 2

NO SCALE

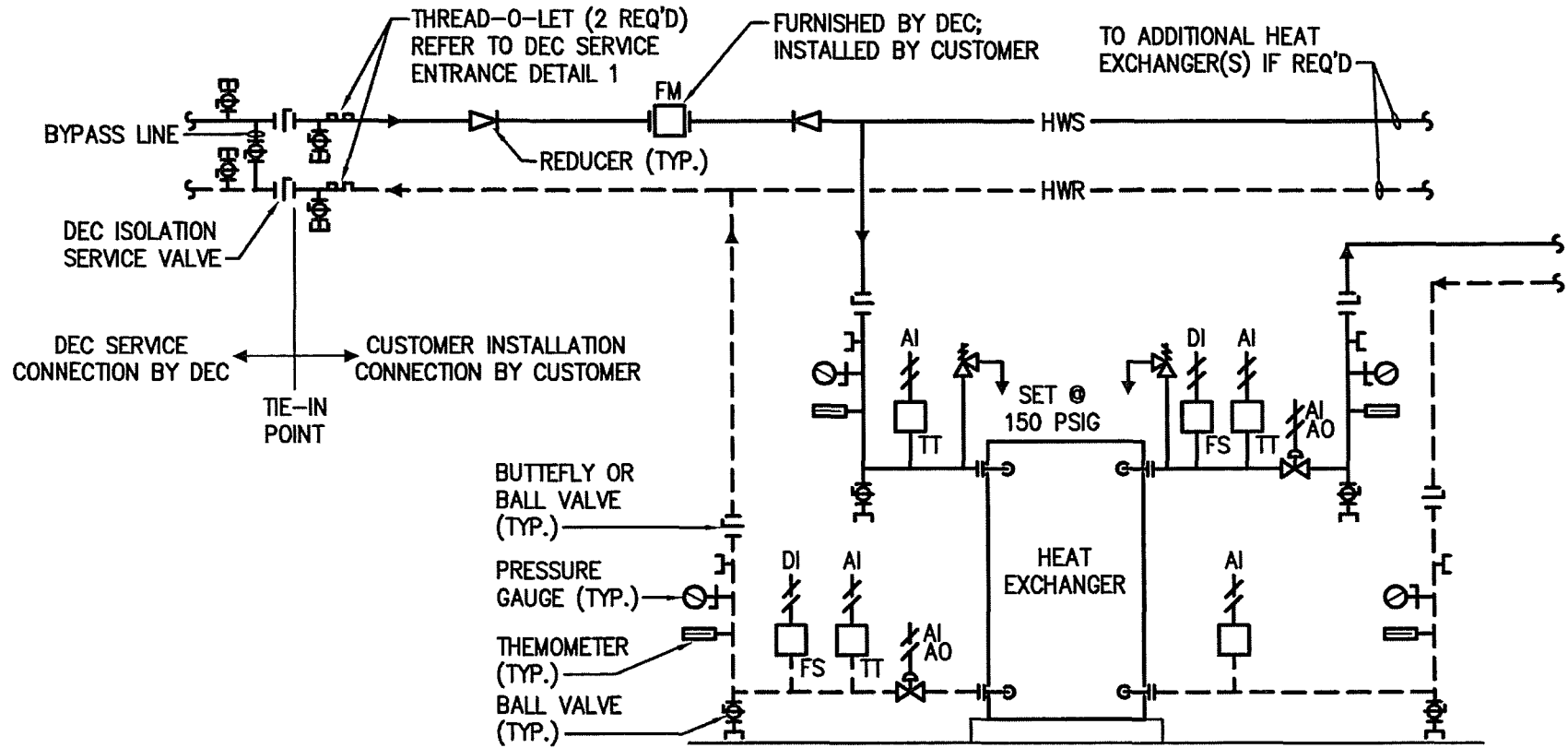
LEGEND

- FS - FLOW SWITCH
- TT - TEMPERATURE TRANSMITTER
- FM - FLOW METER
- PRESSURE RELIEF VALVE



Project: _____
 Sheet Title: **DEC CUSTOMER INTERFACE SCHEMATIC - COOLING SYSTEM**

Project No: _____	Drawn By: CWK	Dwg Ref No: _____
Date: 4-14-2015	Checked By: GTK	Sheet No. 2 of 5



NOTE: ALL EQUIPMENT RATED FOR 150 PSIG WORKING PRESSURE AT OPERATING TEMPERATURE.

LEGEND

- FS - FLOW SWITCH
- TT - TEMPERATURE TRANSMITTER
- FM - FLOW METER
- PRESSURE RELIEF VALVE

(HEATING WATER PIPING SCHEMATIC)

DEC CUSTOMER DESIGN & INSTALLATION REQUIREMENT (HEATING-HOT WATER) 3

NO SCALE



Project: _____

Sheet Title: **DEC CUSTOMER INTERFACE SCHEMATIC - HEATING SYSTEM**

Project No:	Drawn By:	Dwg Ref No:	
-	CWK	-	-
Date:	Checked By:	Sheet No:	
4-14-2015	GTK	3 of 5	

District Energy Corporation (DEC) Customer Service Criteria:

1. General -

DEC distribution service lines are designed and constructed by the DEC to the customers building entrance location from the district supply/return main system. The service entrance is typically the nearest mechanical equipment room serving the customers building.

Service pipe entry is typically through a wall or floor entry location including terminating service line isolation valves within three (3) feet of floor or wall entrance location (Refer to DEC Customer Service details attached for examples).

2. Thermal Energy Requirements -

Customer provides design building heating and cooling loads both min/max peaks to allow DEC to size service lines and make flow meter selections.

3. Energy Systems Heat Exchanger -

Customer is required to be isolated from DEC thermal energy piping distribution systems by a Customer's installed heat exchanger rated for the thermal energy media provided by the DEC service to the Customer.

4. Thermal Energy Flow Meters -

DEC provides flow meter for the purpose of measuring energy consumed by the Customer. Installation of the flow meter is by the customer in the customer's piping between the piping entrance and the heat exchanger placed between the DEC piping and the Customer's heating or cooling system.

5. Meter Location -

Placement of a flow meter must be approved by the DEC for each customer installation. The Customer is responsible to provide a dedicated 120 volt, 20 amp electrical power circuit for operating the energy meters.

Electrical power supply must be mounted 48 inches above the equipment room finish floor or operating floor elevation at a location near the meter. DEC personnel are responsible for electrical installation from the customer provided power location to the flow meter and associated Btu Meters.

Metering information is available to the Customer for remote monitoring is so desired by the Customer.

Refer to meter plan schematic layout of the meter installation upon DEC meter equipment selection. An isolation valve is required downstream of the flow meter location in the customers piping to allow for DEC meter replacement.

6. West Haymarket (JPA-WHM) District - DEC Thermal Media Availability:

a. Chilled Water:

- i. Design Supply Temperature: 38 to 42° F.
- ii. Design Supply/Return Temperature Differential: 14° F, ΔT .
- iii. Seasonal Supply Temperature: 43 to 48° F.
- iv. Fluid Media: Treated Potable Water.
- v. Design Maximum Working Pressure: 150 PSIG.

b. Heating Hot Water:

- i. Design Supply Temperature: 185° F.
- ii. Design Supply/Return Temperature Differential: 35° F, ΔT .
- iii. Seasonal Supply Temperature: 150 to 185° F.
- iv. Fluid Media: Treated Potable/RO Water.
- v. Design Maximum Working Pressure: 150 PSIG.



Project: _____
 Sheet Title: **DEC CUSTOMER SERVICE CRITERIA**

Project No: _____	Drawn By: CWK	Dwg Ref No: _____
Date: 4-14-2015	Checked By: GTK	Sheet No. 4 of 5

District Energy Corporation (DEC) Customer Service Criteria (Continued):

7. 9th & K Street Plant District – DEC Thermal Media Availability:

- a. Chilled Water:
 - i. Supply Temperature: 44 to 47° F.
 - ii. Supply/Return Temperature Differential: 10° F, ΔT.
 - iii. Fluid Media: Treated Potable Water.
 - iv. Design Maximum Working Pressure: 125 PSIG.
- b. Heating Hot Water:
 - i. Supply Temperature: 150° F.
 - ii. Supply/Return Temperature Differential: 20° F, ΔT.
 - iii. Fluid Media: Treated Potable Water.
 - iv. Design Maximum Working Pressure: 125 PSIG AT 200° F.
- c. Low Pressure Steam:
 - i. Operating Steam Supply Pressure: 10 PSIG.
 - ii. Supply Temperature: Saturated Steam.
 - iii. Steam Condensate Return: Customer Pumped Return, 30 PSIG.
 - iv. Fluid Media: Treated Water.
 - v. Design Maximum Working Pressure: 125 PSIG.

8. 14th & K Street State Plant District – DEC Thermal Media Availability:

- a. High Pressure Steam:
 - i. Operating Steam Supply Pressures:
 - 1. State Capitol Supply: 75 PSIG.
 - 2. State Office Building Supply: 75 PSIG.
 - 3. Centennial Mall Supply: 120 PSIG.
 - ii. Supply Temperature: Saturated Steam.
 - iii. Steam Condensate Return: Customer Pumped Return, 30 PSIG.
 - iv. Fluid Media: Treated Water.
 - v. Steam Design Maximum Working Pressure: 125 PSIG.
 - vi. Steam Condensate Design Maximum Working Pressure: 125 PSIG.
 - vii. System Design Maximum Pressure: 150 PSIG.

9. SW 40th Street DEC District – DEC Thermal Media Availability:

- a. Chilled Water:
 - i. Supply Temperature: 42° F.
 - ii. Supply/Return Temperature Differential: 10° F, ΔT.
 - iii. Fluid Media: Treated Potable Water.
 - iv. Design Maximum Working Pressure: 150 PSIG.
- b. Heating Hot Water:
 - i. Supply Temperature: 120° F.
 - ii. Supply/Return Temperature Differential: 11° F, ΔT.
 - iii. Fluid Media: Treated Potable/RO Water.
 - iv. Design Maximum Working Pressure: 150 PSIG.



Project: _____

Sheet Title: **DEC CUSTOMER SERVICE CRITERIA**

Project No:	Drawn By:	Dwg Ref No:
-	CWK	-
Date:	Checked By:	Sheet No.
4-14-2015	GTK	5 of 5

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
4 Agency and Five Nines Technology Group, Inc. for information technology services at Pinnacle
5 Bank Arena for a term of three (3) years for an amount not to exceed \$192,182.00, is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Consultant Agreement.

Adopted this _____ day of February, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

CONSULTANT AGREEMENT

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

Five Nines Technology Group, Inc.

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

Technology Services for Pinnacle Bank Arena

(“Consultant Services”) and;

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

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

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.** Tom Lorenz, of WHJPA Pinnacle Bank Arena, 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. Joel Friesen, Consultant's representative, will supervise all services and be in charge of performance of the Consultant Services as set forth in this Agreement.
2. **Scope of Services.** Consultant agrees to undertake, perform, and complete in an expeditious, satisfactory, and professional manner the Consultant Services, including those set forth in the attachments on behalf of WHJPA. In the event there is a conflict between the terms proposed by Consultant and this Agreement, the terms of this Agreement shall control.
3. **Term of Agreement.** The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until completion of all obligations of this Agreement, but in no event longer than *Three (3) Years*.
4. **Compensation.** WHJPA agrees to pay Consultant for the services set forth in the attachments for a sum not to exceed \$5,338.41 per month for total of One Hundred Ninety Two Thousand One Hundred and Eighty Two Dollars (\$ 192,182.00). Unless otherwise set forth in the attachments, progress payments based upon a percentage of the Consultant Services performed as provided in the attachments shall be payable as follows upon receipt of supporting documentation acceptable to WHJPA for the work completed.

Monthly - X

Quarterly

Lump Sum

All approved payments will be made to Consultant. Failure of WHJPA to accept the recommendations or work of Consultant on the basis of differences of professional opinion shall not be the basis for rejection of the work performed by Consultant or for nonpayment of Consultant.

5. **Services; Confidentiality.** All services, including reports, opinions, and information to be furnished under this Agreement, shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of 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 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.
6. **WHJPA Employees; Raiding Prohibited.** Consultant shall not engage the services of any person or persons presently in the employ of WHJPA for work covered by this Agreement without the written consent of WHJPA.
7. **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 services 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 services performed, and reimbursable expenses incurred, not to exceed the maximum amounts 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. Further, Consultant agrees that, upon termination as provided in this section, it shall not be employed by any developer or other party who is or may be interested in the work effort for one (1) year after such termination, without prior approval of WHJPA.
 - e. WHJPA reserves the right to withhold payment for services rendered that is not in compliance with this Agreement.
8. **Additional Services.** WHJPA may from time to time, require additional services from Consultant including but not limited to, special reports, graphics, attendance at meetings, or presentations. Such additional services, including the amount of compensation for such additional services, which are mutually agreed upon by and between WHJPA and Consultant shall be effective when incorporated in written amendments to this Agreement. Additional services shall not begin until the amendment is executed.
9. **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.
10. **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.
11. **Assignability.** 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 Consultant Services 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. Copyrights, Royalties, and Patents; Warranty.

- a. 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 services 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 Services 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.
- b. 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.
- c. Consultant represents and warrants to WHJPA that it is free to enter into this Agreement and that its 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 is unique and original, is clear of any claims or encumbrances, and does not infringe on the rights of any third parties.
- d. 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. 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.

14. Insurance; Coverage; Indemnification. Consultant, prior to beginning work, agrees to WHJPA's Indemnification 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 attached INSURANCE CLAUSE.

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

WHJPA
440 Arena Drive
Lincoln NE 68508
Attention: Tom Lorenz

Joel Friesen
5617 Thompson Creek Blvd.
Lincoln, NE 68516
*[Name & address of person to whom
Notice to Consultant is to be given]*

16. **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.
17. **Nebraska Law.** This Agreement shall be construed pursuant to the laws of the State of Nebraska.
18. **Integration.** This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. Any attachments to this Agreement are a part of and incorporated into this Agreement, which may include but are not limited to the scope of services, schedule of fees, addendums, special provisions, specifications, plans, RFP or bid documents, and any insurance certificates and endorsements. Any RFP or bid documents not attached to this Agreement may be referenced at www.lincoln.ne.gov
19. **Amendment.** All amendments to this Agreement shall be in writing signed by both WHJPA and Consultant.
20. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
22. **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.
23. **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 WHJPA 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. **Living Wage.** If the compensation for services provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The ordinance requires that, unless specific exemptions apply or a waiver is granted, 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.
25. **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.

26. **Representations.** 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 JPA

DATE: _____

By: _____
Leirion Gaylor Baird, Mayor of Lincoln

CONSULTANT

DATE: 2/7/20

By: **Five Nines**
Name: **Joel Friesen** *Joel Friesen*
Title: **President** 45-4231650

Address:

Phone: _____ Federal EIN #

**UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR INDIVIDUAL CONSULTANT
(to be used pursuant to Section XXVII.B)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of the USCIS (United States Citizenship and Immigration Services) documentation upon request required to verify the Consultant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States. I understand and agree that lawful presence in the United States is required and the consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

PRINT NAME: Joel Ryan Friesen
(First, Middle, Last)

SIGNATURE: Joel Friesen

DATE: 2/7/20

**UNITED STATES CITIZENSHIP ATTESTATION FORM
FOR PUBLIC BENEFIT
(to be used pursuant to Section XXVII.C)**

For the purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

OR

I am a qualified alien under the Federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____, and I agree to provide a copy of my USCIS (United States Citizenship and Immigration Services) documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME: Joel Ryan Friesen
(First, Middle, Last)

SIGNATURE: Joel Friesen

DATE: 2/7/20

RESPONSIVE BY DESIGN

Tools

- Next-Generation Antivirus
- Encrypted Email
- Real Time Network Mapping

Partner Success Team

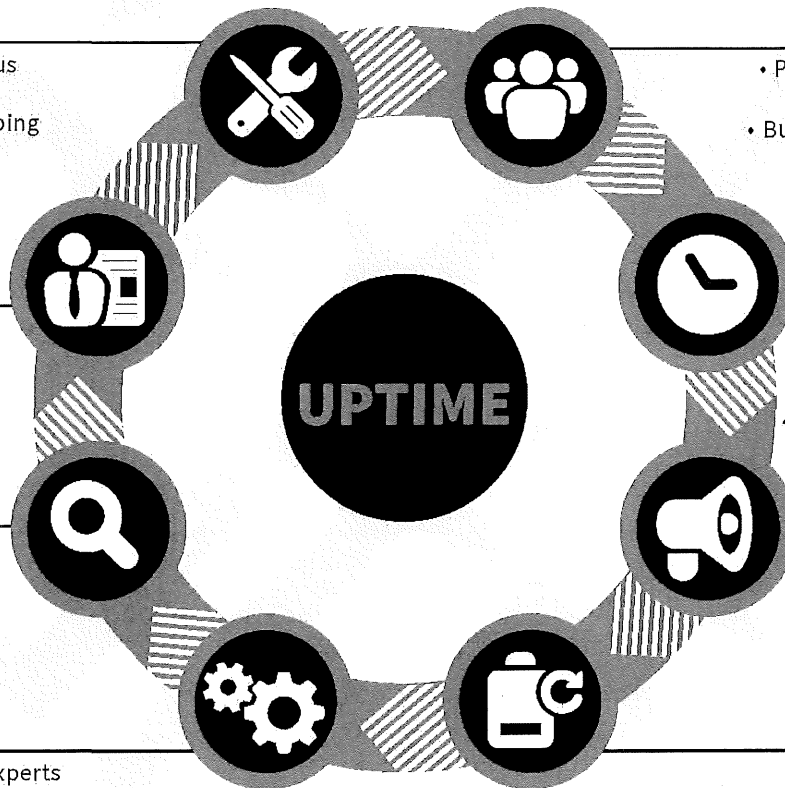
- Order Products
- Billing Questions
- General Inquiries

R&D Team

- Best in Class Solutions
- Planning for the Future

Project Team

- UPTIME Infrastructure Experts
- Dedicated Team of Engineers



Primary Engineer

- Proactive & Reactive Support
 - A Member of Your Team
- Budgeting & Business Reviews
 - Compliance Assistance

Support Desk & Central Team

- 24x7x365 Monitoring & Support
- FN Support Application
- 98.1% Happiness Factor YTD

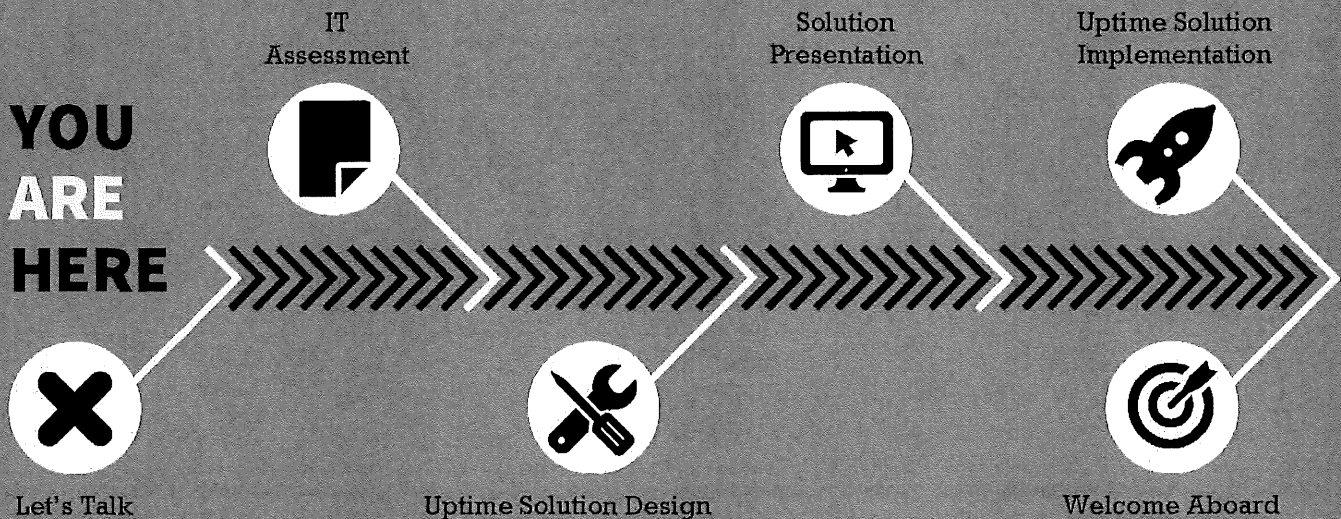
Escalation Team

- Tier 3 Engineers
- Disaster Recovery
- Goal: 99.999% Uptime

Backup Team

- Hourly Backups
- Image Based

PATH TO PARTNERSHIP



Five Nines Partnership Renewal (All Inclusive)

Pinnacle Bank Arena



Partnership

Maintenance & Support Contract	
24/7 Monitoring Network and Systems with After Hours Response	Included
Ongoing Network Performance Auditing and Tuning	Included
Annual Budget Review	Included
Unlimited Help Desk, Onsite, Remote, Server Infrastructure, Workstations and Mobile Device Support	Included
On-site Health Checks	Included
Data Backups, Offsite Replication and Recovery	Included
Email Anti-spam + Advanced Threat Protection	Included
KnowBe4 Security Awareness Training	Included
Project Labor	Included

New Agreement	Price	Qty	Ext'd Price
Managed Users (Full-Time)	\$84.99	59	\$5,014.41
<i>Additional Services</i>			
Exchange Online (Plan 1)	\$4.00	70	\$280.00
Exchange Online (Plan 2)	\$8.00	3	\$24.00
Office 365 Business Essentials	\$5.00	4	\$20.00
KnowBe4 Security Awareness Training - Gold Subscription - 51-100 Users - 1 Year	\$0.00	70	\$0.00
Subtotal:			\$5,338.41

*Supported users, backup and cloud services will be reviewed monthly and adjusted accordingly.

Maintenance & Support

Five Nines will monitor and maintain all aspects of your IT environment. This includes servers, routers, switches, firewalls, wireless access points, workstations, laptops, tablets, printers, scanners, tablets, mobile phones, and thin clients. Depending on the needs of the client and the urgency of the issues Five Nines will determine the appropriate way to interact on the issue.

Hardware

Servers – Five Nines will monitor and maintain all aspects of your physical and virtual server environments. Only operating system versions currently supported by Microsoft are covered. Linux and other similar operating systems are supported on a best-effort basis only if a support contract with the OS vendor is maintained. Hardware vendor support contracts for production-class servers must be maintained to ensure timely hardware service. Support contracts for virtualization platforms such as VMware must also be maintained where applicable.

Networking – Five Nines will monitor and maintain all your routers, switches, firewalls, wireless access points, and related devices. Vendor support contracts must be maintained to ensure timely hardware and software service.

Networked Printers and Scanners – Five Nines will provide basic support for the network aspects of your networked printers, scanners, and other multi-function devices. Our support ability does not extend past the basic networking of these devices, and support contracts with a third-party printing solution company are highly encouraged.

Endpoints – Five Nines will support workstations, laptops, tablets, mobile phones, and thin clients for all Windows based Operating Systems devices. All workstation, laptops, and tablets that have a Windows based operating system must be Active Directory domain compatible, and have an operating system installed that is supported by Microsoft. "Home" editions, typical found on computers bought at retail stores, will need a paid upgrade to a professional version to work on the Windows domain. This agreement includes labor for replacing up to 4 devices per month.

Five Nines adheres and attests to PCI compliance, and implements HIPAA policies and procedures required by Business Associates and implements technical security measures as outlined by The National Institute of Standards and Technology (NIST).

Software

Security Patches and Software Updates – Software/firmware updates on servers, workstations, and networking equipment as long as vendor support is maintained where relevant. Excludes major version or release upgrades that require reconfiguration.

Third Party Software – Management and maintenance of other Operating Systems and third-party software, as long as vendor support contracts are maintained.

Antivirus/Antispam – Five Nines Email Antispam and Advanced Threat Protection will be provided for all Windows-based servers, workstations, and laptops. Management of the antivirus software and updates to the software will be covered as part of this agreement.

Five Nines Backup Solution

Backup Software and Local Backups

- Five Nines backup software will be installed on all specified servers and workstations at the rate indicated.
- Backups are taken every hour from 8am to 6pm (customizable).
- Five Nines has developed a custom central monitoring solution to obtain granular information about the state of backups, enabling quick identification and remediation of any issues.
- Five Nines will maintain a minimum of the most recent two weeks of data at local repository.
- All maintenance and upgrades are included in this agreement.

Data Off-siting and Recovery

- Client may elect to replicate local backups and store data offsite at Five Nines' secure location
- Five Nines will maintain a minimum of the most recent two weeks of data at offsite repository

*Critical data should never be kept solely on a mobile device such as a laptop or smart phone. Mobile devices should only be accessing data being backed up on a server platform.

Incident Response

In the event of an outage or cyber incident, the response and resolution of the incident may be invoiced separately from this agreement. In such an event the response will be recorded in Five Nines support ticket system at the rate of \$300/hr. for all work performed.

An outage takes place anytime a system is down that impacts multiple users. An outage is invoiced separately when we need to execute a disaster recovery plan (restoring a server from backup, Five Nines provided loaner equipment - if available - to replace or augment existing systems, etc.) or sudden, unexpected events that can't be controlled or predicted (fire, water, lightning damage, etc.).

A cyber incident is a breach of a system's security policy in order to affect its integrity or availability and/or the unauthorized access or attempted access to a system or systems; in line with the Computer Misuse Act (1990).

In general, types of activity that are commonly recognized as being breaches of typical security policy are:

1. Attempts to gain unauthorized access to a system and/or to data.
2. The unauthorized use of systems for the processing or storing of data.
3. Changes to a systems firmware, software or hardware without the system owner's consent.
4. Malicious disruption and/or denial of service.

Five Nines Partnership Renewal (All Inclusive)

Pinnacle Bank Arena



Summary

Maintenance & Support Contract	
24/7 Monitoring Network and Systems with After Hours Response	Included
Ongoing Network Performance Auditing and Tuning	Included
Annual Budget Review	Included
Unlimited Help Desk, Onsite, Remote, Server Infrastructure, Workstations and Mobile Device Support	Included
On-site Health Checks	Included
Data Backups, Offsite Replication and Recovery	Included
Email Anti-spam + Advanced Threat Protection	Included
KnowBe4 Security Awareness Training	Included
Project Labor	Included

Description	Amount
New Agreement	\$5,338.41
	Subtotal: \$5,338.41
	Tax: \$0.00
	Total: \$5,338.41

Term Options	Start Date	Amount
3 Year Agreement	4/1/2020	\$5,338.41

INSURANCE CLAUSE FOR ALL WEST HAYMARKET JOINT PUBLIC AGENCY CONTRACTS

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE WEST HAYMARKET
JOINT PUBLIC AGENCY.**

**FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

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

Insurance; Coverage Information

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

Certificates

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

1. Commercial General Liability

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

1.1 Additional Insured (Requires an Endorsement Form)

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

1.2 Automobile Liability

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

1.3 Garage Keepers / Garage Liability

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

1.4 Workers' Compensation; Employers' Liability

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

1.5 Builder's Risk Insurance

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

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

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

1.6 Pollution Liability

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

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

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

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the WHJPA that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the WHJPA Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

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

2. **Cancellation Notice**

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

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

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

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

7. **Reservation of Rights**

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

8. **Sovereign Immunity**

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

9. **Further Contact**

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

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

RESOLUTION NO.

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

3 That the Chairperson of the West Haymarket Joint Public Agency is hereby authorized to
4 enter into a Contract with MUSCO Sports Lighting, LLC, the lowest responsible bidder, to replace
5 lights and fixtures and install a new lighting control system at the Pinnacle Bank Arena for a sum
6 not to exceed \$737,476.00, pursuant to Bid No. 20-010.

Adopted this _____ day of February, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

CONTRACT DOCUMENTS

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

**Sports Lighting Controls and Fixtures
Bid No. 20-010**

**Musco Sports Lighting, LLC
100 1st Avenue West
Oskaloosa, IA 52577
800-825-6020**

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

THIS CONTRACT, made and entered into this _____ day of _____ 2020, by and between Musco Sports Lighting, LLC, 100 1st Ave. West, Oskaloosa, IA 52577 hereinafter called Contractor, and West Haymarket Joint Public Agency, Lincoln, Nebraska, hereinafter called JPA.

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

Sports Lighting Controls and Fixtures, Bid No. 20-010

and,

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

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

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

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

**Agreement to Line Items 1, 2, 3, 4 and Attribute 22 as listed in the Contractor's Proposal and Quantity Adjustment as per Attachment A.
Option for acceptance of Line Item 5 upon testing.**

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 \$556,468.94 for Line Items 1, 2, 3, 4 and Attribute 22, or a total of \$737,467.00 if Line Item 5 testing is acceptable.

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

limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

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

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

- 6a. **TERMINATION FOR CAUSE**
 - a) JPA may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
 - b) When any of the above reasons exist, JPA without prejudice to any other rights or remedies of JPA may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition JPA may (subject to any prior rights of the surety):
 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 2. Accept assignment of subcontracts; and
 3. Finish the Work by whatever reasonable method JPA may deem expedient.
 - c) If the Contract is terminated by JPA as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by JPA.
 - d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for JPA staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to JPA.
 - e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of JPA.
 - f) No termination or action taken by JPA after termination shall prejudice any other rights or remedies of JPA provided by law or by the Contract Documents upon such termination; and JPA may proceed against Contractor to recover all losses suffered by JPA.

6b. TERMINATION BY JPA FOR CONVENIENCE

- a) JPA may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, JPA shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 1. Discontinue the Work to the extent specified by JPA;
 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, JPA has directed not to be discontinued;
 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by JPA of all orders and subcontracts not related to that portion of the Work, if any, JPA has directed not to be discontinued;
 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, JPA shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by JPA. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, JPA may direct the Contractor to deliver such goods to the Site or to such other place as JPA may reasonably determine, whereupon JPA shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, JPA shall pay to Contractor the sum of the following:
 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by JPA pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

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

8. PERIOD OF PERFORMANCE: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be July 22, 2020.

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

1. Contract Agreements
2. Accepted Proposal
3. Attachment A, Bill of Materials
4. Addendums No. 1, 2, 3 & 4
5. Specifications
6. Drawings
7. Instructions to Bidders
8. Insurance Requirements
9. Construction Bonds
10. Sales Tax Exemption Forms 13 & 17
11. Notice to Bidders

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

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

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

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

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

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

Approved by:

Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Name of Corporation

Secretary (SEAL)

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Musco Sports Lighting, LLC

Name of Organization

Limited Liability Company

Type of Organization

100 1st Avenue West, Oskaloosa, Iowa 52577

Address

By: 
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

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

Construction Performance Bond
Construction Payment Bond

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

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

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

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

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

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

B. COMPLETING THE FORMS

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

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

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

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

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

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):

**Musco Sports Lighting, LLC
100 1st Ave. West
Oskaloosa, IA 52577**

SURETY (Name and Principal
Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square, 2SHS
Hartford, CT 06183

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: \$556,468.94

Date

Description (Name and Location):

**For all labor, material and equipment necessary for Sports Lighting Controls and Fixtures,
Bid No. 20-010**

BOND #107184633

Date:

Amount: \$556,468.94

Modifications to this Bond Form:

See Limited Maintenance Provision Rider Attached Hereto and Made a Part Hereof

Date

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

**Musco Sports Lighting, LLC
100 1st Ave. West
Oskaloosa, IA 52577**

SURETY

Company:

(Corp. Seal)

Travelers Casualty and Surety Company of America
One Tower Square, 2SHS
Hartford, CT 06183

Signature: _____

Name and Title: _____

[Handwritten Signature]

Signature: _____

Name and Title: Dean M. Clark, Attorney-in-Fact

[Handwritten Signature]

EJCDC NO. 1910-28a (1984 Edition)

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

**Musco Sports Lighting, LLC
100 1st Ave. West
Oskaloosa, IA 52577**

SURETY (Name and Principal Place
Of Business):

Travelers Casualty and Surety Company of America
One Tower Square, 2SHS
Hartford, CT 06183

Owner (Name and Address):

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

CONSTRUCTION CONTRACT

Date:

Amount: **\$556,468.94**

Date

Description (Name and Location):

**For all labor, material and equipment necessary for Sports Lighting Controls and Fixtures,
Bid No. 20-010**

BOND #107184633

Date:

Amount: **\$556,468.94**

Date

Modifications to this Bond Form:

See Limited Maintenance Provision Rider Attached Hereto and Made a Part Hereof

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

**Musco Sports Lighting, LLC
100 1st Ave. West
Oskaloosa, IA 52577**

SURETY

Company:

(Corp. Seal)

Travelers Casualty and Surety Company of America
One Tower Square, 2SHS
Hartford, CT 06183

Signature:

Name and Title

Signature:

Name and Title:

Dean M. Clark, Attorney-in-Fact

EJCDC NO. 1910-28B (1984 Edition)

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

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner 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)

Limited Maintenance Provision

Rider

To be attached to and form part of bond no 107184633 issued by the **Travelers Casualty and Surety Company of America** on behalf of Musco Sports Lighting, LLC in the amount of (\$556,468.94) and dated _____ in favor of West Haymarket Joint Public Agency, 555 South 10th St., Lincoln, NE 68508 for all labor, material and equipment necessary for Sports Lighting Controls and Fixtures, Bid No. 20-010.

Principal and Surety shall guarantee that the work will be free of defective materials and workmanship for a period of **Twelve (12)** months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting LLC

By:  _____

Travelers Casualty and Surety Company of America

By:  _____

Dean M. Clark , Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dean M. Clark** of **Des Moines Iowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2020

Date



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

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, Karen Keep, do hereby certify that all equipment to be used on Bid No. 20-010, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 14th day of February, 2020.

By: Karen Keep
Title: Controller

STATE OF Iowa NEBRASKA)
) ss.
COUNTY OF Mahaska)

On February 14, 2020, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Karen Keep, 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.

Beth Van Renterghem
Notary Public

(S E A L)



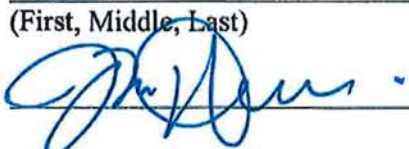
EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, James M. Hansen, 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: James M. Hansen
 (First, Middle, Last)

SIGNATURE: 

TITLE: Secretary

State of ~~Nebraska~~ Iowa)
) ss.
 County of Mahaska)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 13th day of February, 2020.




 Notary Public



Lancaster
EVENT CENTER

20-010 Addendum 4 Musco Sports Lighting, LLC Supplier Response

Event Information

Number: 20-010 Addendum 4
Title: Sports Lighting Controls and Fixtures
Type: Notice to Bidders
Issue Date: 12/31/2019
Deadline: 1/29/2020 12:00 PM (CT)

Contact Information

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

Musco Sports Lighting, LLC Information

Contact: Cally Sytsma
Address: 100 1st Ave West
Oskaloosa, IA 52577
Phone: (800) 825-6020
Email: cally.sytsma@musco.com

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

Cally Sytsma

Signature

Submitted at 1/29/2020 10:47:43 AM

cally.sytsma@musco.com

Email

Supplier Note

Please see attached submittal in "response attachments" for Pinnacle Bank Arena.

Response Attachments

181200 Pinnacle Bank Arena Submittal.pdf

Musco Lighting submittal for Pinnacle Bank Arena

Pinnacle Bank 181200 Bid Bond Signed.pdf

Musco Lighting signed Bid Bond

Bid Attributes

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

5	<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>Yes <input type="checkbox"/></p>
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6	<p>Sample Contract</p> <p>I acknowledge reading and understanding the sample contract.</p> <p>Yes <input type="checkbox"/></p>
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7	<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>Yes <input type="checkbox"/></p>
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8	<p>Bid Bond Submission - City</p> <p>I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City 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 or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. Failure to submit bid bond within three (3) days may result in rejection of bid.</p> <p>YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!</p> <p>I have scanned and attached my bid bond. <input type="checkbox"/></p>
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9	<p>Recycling of Corrugated Cardboard</p> <p>I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - http://lincoln.ne.gov/city/pworks/solid-waste/recycle/ for more information on City of Lincoln recycling programs.</p> <p>Yes <input type="checkbox"/></p>
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10	<p>Purchase Order, Contract and Delivery Contact</p> <p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.</p> <p>Nathan Johnson, nathan.johnson@musco.com, 319-331-6734 <input type="text"/></p>
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11	<p>Contact</p> <p>Name of person submitting this bid:</p> <p>Nathan Johnson <input type="text"/></p>
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1 2	<p>Tax Exempt Certification Forms</p> <p>Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)</p> <p>Yes <input type="checkbox"/></p>
1 3	<p>Employee Class Act EO</p> <p>I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.</p> <p>Yes <input type="checkbox"/></p>
1 4	<p>Employee Class Act Affidavit</p> <p>I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.</p> <p>Yes <input type="checkbox"/></p>
1 5	<p>Vendor Responses</p> <p>I have attached all required information requested in the specifications to the Response Attachments section of this bid.</p> <p>Yes <input type="checkbox"/></p>
1 6	<p>Subcontractors to be Used on Project - Building Construction</p> <p>Contractor must provide the company name for each subcontractor based on the corresponding number for work performed on this project. (Example: 1. Bill's Electrical Co.). 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.</p> <p>1. Electrical: 2. Others – Provide trade and company name for each:</p> <p>Failure to provide the company name for each Subcontractor used on this project may result in rejection of bid as being non-responsive. See Specifications for details.</p> <p>1. Hy-Electric 2. Heartland Scenic Studio, Inc (Aisle Lights)</p>
1 7	<p>Project Discount</p> <p>I acknowledge and accept that the WHJPA reserves the right to award individual lines and perform work using their own staff if they deem it is in the best interest of the WHJPA to do so.</p> <p>Vendor may offer a discount off the total price bid if awarded all portions of the project.</p> <p>Enter discount amount if awarded all Line Items of the project: % or \$</p> <p>Discount of \$129,946. Assumes Musco to provide all materials and controls. Install by WHJPA.</p>

18	<p>U.S. Citizenship Attestation</p> <p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>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</p> <p>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.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U S Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>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.</p> <p><input type="text" value="No"/></p>
-----------	--

19	<p>Installation</p> <p>The WHJPA has established a window for removal and installation of the equipment. Can your company meet this schedule? Yes or NO</p> <p>If NO, what is the proposed schedule:</p> <p><input type="text" value="Yes"/></p>
-----------	---

20	<p>Agreement to Addendum No. 1</p> <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p> <p><input type="text" value="Yes"/></p>
-----------	---

21	<p>Agreement to Addendum No. 2</p> <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p> <p><input type="text" value="Yes"/></p>
-----------	---

22	<p>Retrofit Aisle Lights</p> <p>Vendor shall provide pricing for retrofitting the aisle lights to ETC S4WARD LED in this space: \$ _____</p> <p><input type="text" value="\$68,734.00 - Includes materials and installation for (89) Aisle Lights."/></p>
-----------	--

23	<p>Agreement to Addendum No. 3</p> <p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.</p> <p><input type="text" value="Yes"/></p>
-----------	---

Bid Lines

1	Removal of Current Fixtures
Quantity: <u>182</u>	UOM: <u>EA</u> Unit Price: <input type="text" value="\$99.27"/> Total: <input type="text" value="\$18,067.14"/>
Item Notes: Vendor must carefully remove current fixtures and place in designated area	
Supplier Notes: <input type="text" value="Price does not include sales tax."/>	

2	Supply - New Fixtures and Lights
	<u>140</u>
Do not include installation on this Line <u>382,001.20</u>	
Quantity: <u>180</u>	UOM: <u>EA</u> Unit Price: <input type="text" value="\$2,728.58"/> Total: <input type="text" value="\$354,715.40"/>
Item Notes: All Lights and fixtures must be compatible with control system being bid.	
Supplier Notes: <input type="text" value="**Assumes a quantity of (140) fixtures** Price does not include sales tax. Price includes specified lumen output for color changing fixtures (Red, Green, and Blue), remote drivers, parts/labor warranty, and all other specified items."/>	

3	Installation - New Fixtures and Lights
	<u>140</u>
Do not include supply of fixtures and lights on this Line <u>38,666.60</u>	
Quantity: <u>180</u>	UOM: <u>EA</u> Unit Price: <input type="text" value="\$276.19"/> Total: <input type="text" value="\$35,904.70"/>
Item Notes: Installation cost must include all miscellaneous parts for proper and complete installation according to manufacturers requirements.	
Supplier Notes: <input type="text" value="**Assumes a quantity of (140) fixtures** Price does not include sales tax."/>	

4	Sports Lighting Control System
Quantity: <u>1</u>	UOM: <u>Lump Sum</u> Unit Price: <input type="text" value="\$49,000.00"/> Total: <input type="text" value="\$49,000.00"/>
Item Notes: Price must include Equipment, Installation and Testing Labor, All misc. parts for installation, Warranty, overhead, travel, profit and any other expenses associated with the removal of old equipment and installation of new control equipment.	
Supplier Notes: <input type="text" value="Includes all touch screens, CueServer, and the pre-programmed scenes. Price does not include sales tax."/>	

5	Up-Lighting Fixtures and Installation
Quantity: <u>1</u>	UOM: <u>Lump Sum</u> Unit Price: <input type="text" value="\$181,000.00"/> Total: <input type="text" value="\$181,000.00"/>
Supplier Notes: <input type="text" value="Meets specified lumen requirements for Red, Green, and Blue. Price does not include sales tax."/>	

Response Total: \$638,687.24

Bill of Materials

**Pinnacle Bank Arena
Lincoln, NE
February 7, 2020**

Sports Lighting Package

System Description

- (56) TLC-LED-600 Factory aimed and assembled luminaries
- (56) TLC-LED-RGBW Factory aimed and assembled luminaries
- (28) TLC-LED-TW Factory aimed and assembled luminaries
- (89) ETC® Source 4Wrd Retrofit Aisle Light Kits (**Voluntary Alternate**)
- All mounting hardware and custom mounts for fixtures and remote electronic driver enclosures
- UL Listed as a system

Control Systems and Services

- (1) Gateway to provide Musco driver Interface to DMX system
- (1) ETC® Unison Mosaic® Show Controller system with (3) touch screens to provide dimming and basic effects
- CueServer – Light-to-Sound programming including (3) advanced light shows

Operation and Warranty Services

- Light levels to meet specifications
- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- 10-year materials and onsite labor warranty
- Final Aiming and Commissioning of System
- On-site Project Manager to assist installing contractor

Exceptions to Bid Lines

- Our total fixture count in this proposal is (140) not (130) as listed in the Bid Instructions
- Pricing listed in the Bid Instructions Bid Lines does not include sales tax

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Nathan Johnson
Key Accounts Sales
Musco Sports Lighting, LLC
Phone: (319) 331-6734
E-mail: Nathan.johnson@musco.com

MUSCO LIGHTING PROPOSAL
PREPARED FOR

Pinnacle Bank Arena

LED Lighting Project
Lincoln, NE
January 29, 2020

Project # 181200

SUBMITTED BY

Musco Sports Lighting, LLC

100 1st Avenue West
P.O. Box 808
Oskaloosa, IA 52577
Phone: 800.825.6030
Phone: 641.673.0411
Fax: 641.673.4852



We Make It Happen.

Project Submittal: Table of Contents

A. PROPOSAL

- Introduction Letter
- Bid Invitation
- Bill of Materials
- Bond Letter
- Certificate of Insurance

B. LIGHTING DESIGN

- Drawing #181200I, dated 21-Jan-20

C. CONTROLS INFORMATION

- One Line Diagram Drawing #181200CL1_C, dated 23-Jan-20

D. MOUNTING DETAILS

- Mounting Concept Drawing #181200X1_2, dated 28-Jan-20

E. WARRANTY

- Sample Musco 10-Year LED Warranty

F. PRODUCT INFORMATION

- TLC-LED-600 Luminaire and Driver Datasheet
- TLC-LED-RGBW Luminaire and Driver Datasheet
- TLC-LED-TW Luminaire and Driver Datasheet
- DMX Interface System Datasheet
- ETC® Unison Mosaic® Show Controller Datasheet
- ELO I-Series Touch Screen Datasheet
- Interactive Technologies CueServer 2 Mini Datasheet

G. PROJECT REFERENCES

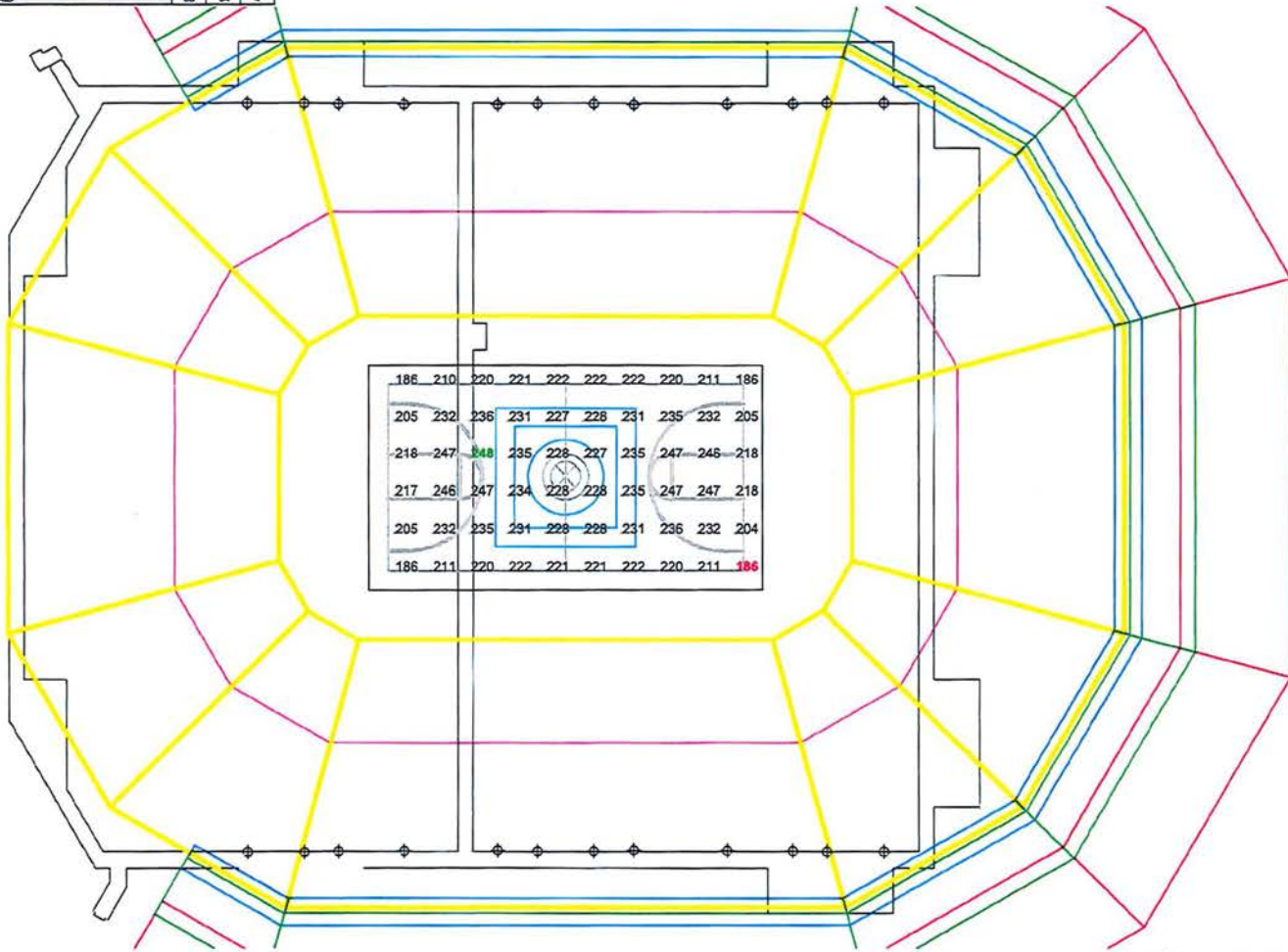
- Arena Project Installations List
- Arena Light Control
- TLC-LED-RGBW Lighting Comparison Photo
- Wells Fargo Center – Home of the Philadelphia 76ers
- Quicken Loans Arena – Home of the Cleveland Cavaliers
- Golden 1 Center – Home of the Sacramento Kings
- Bankers Life Fieldhouse – Home of the Indiana Pacers
- TD Garden – Home of the Boston Celtics
- FedEx Forum – Home of the Memphis Grizzlies
- Capital One Arena – Home of the Washington Wizards
- Chesapeake Energy Arena – Home of the Oklahoma City Thunder



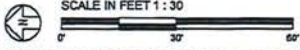


ITEM B

EQUIPMENT LIST FOR AREAS SHOWN											
Pole				Luminaires							
QTY	LOCATION	SIZE	GRADE ELEVATION	HEIGHT	LUMINAIRE TYPE	QTY/POLE	FEET GRID	OTHER GRID			
4	M1-M4	94'	94'	94'	TLC-TW	3	2	1			
8	M21-M24	94'	94'	94'	TLC-LED-600	3	3	0			
4	M25-M28	94'	94'	94'	TLC-LED-600	4	4	0			
8	M33-M40	94'	94'	94'	TLC-LED-600	2	2	0			
24	TOTALS								68	64	4



186	210	220	221	222	222	220	211	186	
205	232	236	231	227	228	231	235	232	205
218	247	248	235	228	227	235	247	245	218
217	246	247	234	228	228	235	247	247	218
205	232	235	231	228	228	231	236	232	204
186	211	220	222	221	221	222	220	211	186



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY	
Name:	Basketball
Size:	94' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
Entire Grid			
Guaranteed Average:	200		
Scan Average:	224.3		
Maximum:	248		
Minimum:	186		
Avg / Min:	1.21		
Guaranteed Max / Min:	1.5		
Max / Min:	1.33		
UG (adjacent pts):	1.14		
CU:	0.32		
No. of Points:	60		
LUMINAIRE INFORMATION			
Color / CRI:	4500K - 80 CRI		
Luminaire Output:	58,000 / 59,696 lumens		
No. of Luminaires:	64		
Total Load:	37.6 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-TW	>81,000	>81,000	>81,000
TLC-LED-600	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

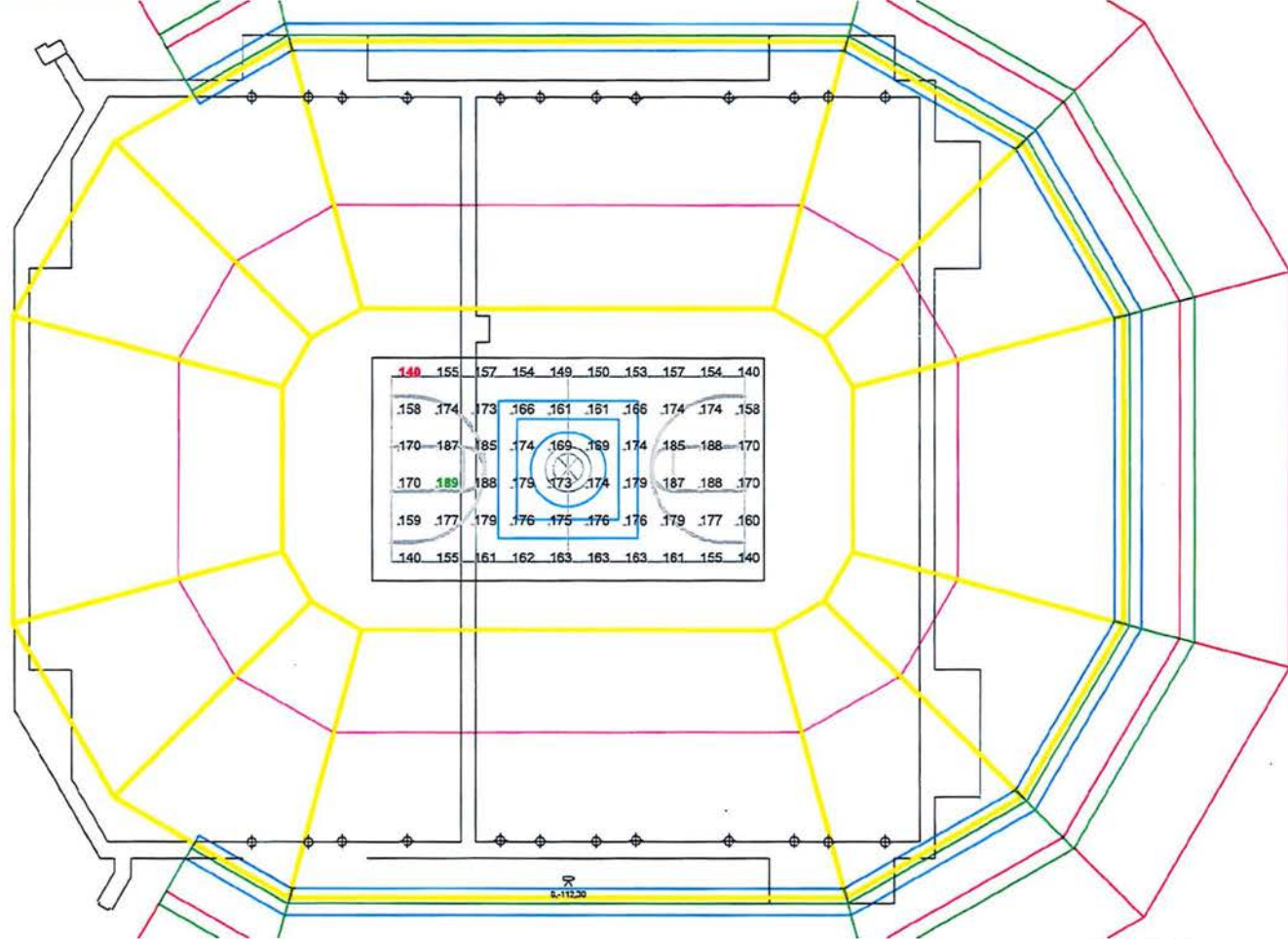
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN											
Pole				Luminaires							
QTY	LOCATION	SIZE	GRID ELEVATION	HEIGHT/FEET	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS			
4	M23-M26	94'	94'	94'	ILC-TV	3	2	1			
8	M23-M24 M25-M26	94'	94'	94'	TLC-LED-600	3	3	0			
4	M25-M28	94'	94'	94'	TLC-LED-600	4	4	0			
8	M33-M40	94'	94'	94'	TLC-LED-600	2	2	C			
24	TOTALS								68	64	4



140	155	157	154	149	150	153	157	154	140
158	174	173	166	161	161	166	174	174	158
170	187	185	174	169	169	174	185	188	170
170	189	188	178	173	174	179	187	188	170
159	177	179	176	175	176	176	179	177	160
140	155	161	162	163	163	163	161	155	140

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY	
Name:	Basketball
Size:	94' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED TV FOOTCANDLES: MAIN CAMERA			
Entire Grid			
Guaranteed Average:	145		
Scan Average:	157.4		
Maximum:	189		
Minimum:	140		
Avg / Min:	1.30		
Guaranteed Max / Min:	1.35		
Max / Min:	1.35		
UG (adjacent pts):	1.14		
CU:	0.32		
No. of Points:	60		
LUMINAIRE INFORMATION			
Color / CRI:	4500K - 80 CRI		
Luminaire Output:	58,000 / 59,696 lumens		
No. of Luminaires:	64		
Total Load:	37.6 kW		
Luminaire Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-TV	>81,000	>81,000	>81,000
TLC-LED-600	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume a 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

SCALE IN FEET 1 : 30

 ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) Ⓞ dimensions are relative to 0,0 reference point(s) ⊗

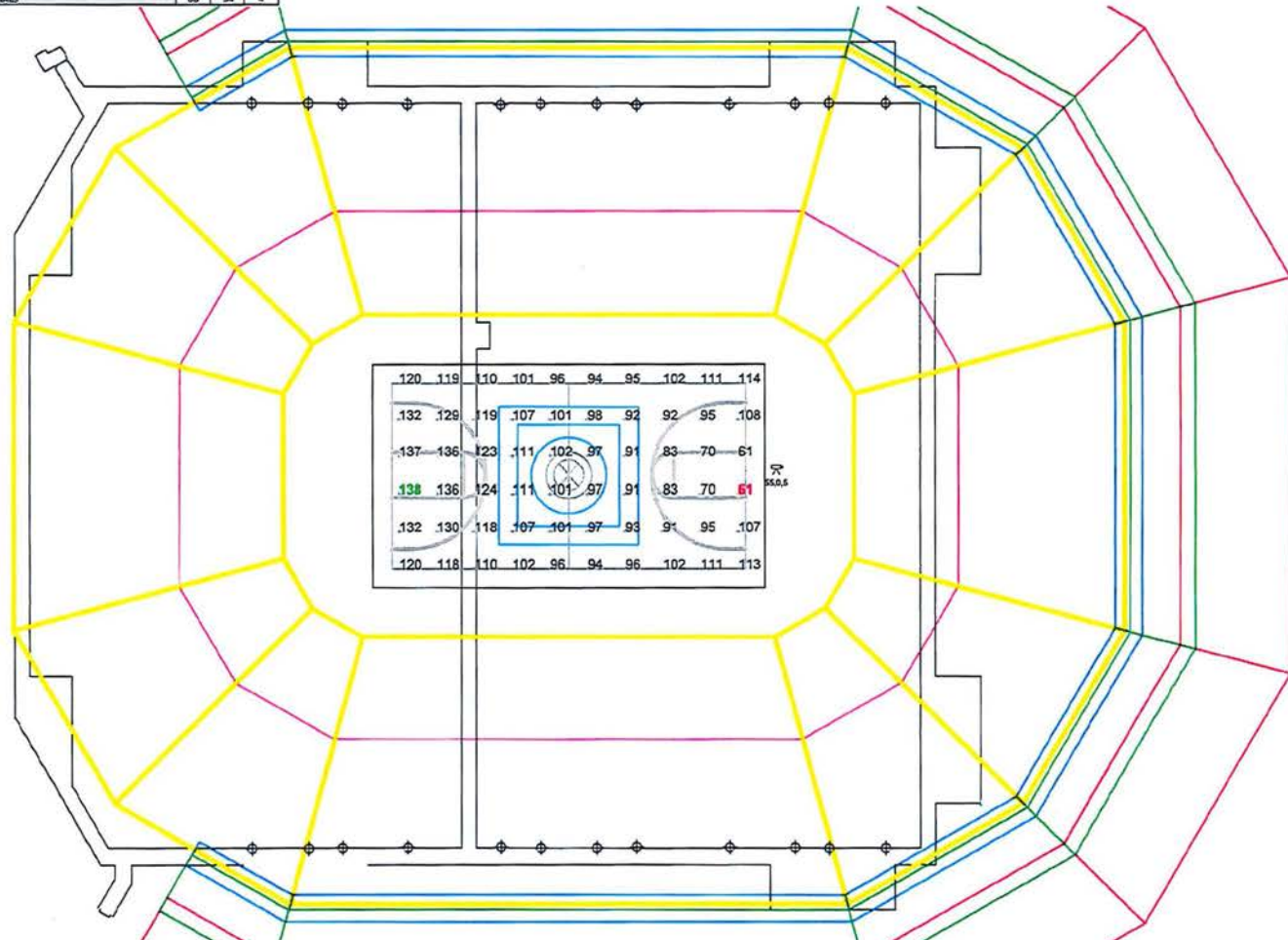


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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

CITY	LOCATION	SIZE	Pole		Luminaires				TWO GRID	OTHER GRID
			GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE				
4	M23-M26		94'	94'	TLC-TW	3	2	1		
8	M23-M24 M29-M32		94'	94'	TLC-LED-600	3	3	0		
4	M23-M28		94'	94'	TLC-LED-600	4	4	0		
8	M23-M40		94'	94'	TLC-LED-600	2	2	0		
TOTALS						68	54	4		



.120	.119	.110	.101	.96	.94	.95	.102	.111	.114
.132	.129	.119	.107	.101	.98	.92	.92	.95	.108
.137	.136	.123	.111	.102	.97	.91	.83	.70	.61
.138	.136	.124	.111	.101	.97	.91	.83	.70	.61
.132	.130	.118	.107	.101	.97	.93	.91	.95	.107
.120	.118	.110	.102	.96	.94	.96	.102	.111	.113

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY	
Name:	Basketball
Size:	94' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED TV FOOTCANDLES: END CAMERA			
Entire Grid			
Guaranteed Average:	100		
Scan Average:	104.8		
Maximum:	138		
Minimum:	61		
Avg / Min:	1.72		
Guaranteed Max / Min:	2.5		
Max / Min:	2.25		
UG (adjacent pts):	1.76		
CU:	0.32		
No. of Poles:	60		
LUMINAIRE INFORMATION			
Color / CRI:	4500K - 80 CRI		
Luminaire Output:	58,000 / 59,696 lumens		
No. of Luminaires:	64		
Total Load:	37.6 kW		
Lumen Maintenance			
Luminaire Type	L80 hrs	L80 hrs	L70 hrs
TLC-TW	>81,000	>81,000	>81,000
TLC-LED-600	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight

Uncasville, NE

GRID SUMMARY	
Name:	Event Floor-Bed
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
Scan Average:	4.8
Maximum:	6
Minimum:	1.40
Max / Min:	1.34
UG (adjacent pct):	1.13
CU:	0.29
No. of Points:	270

LUMINAIRE INFORMATION	
Color / CRI:	4500K - 90 CRI
Luminaire Output:	25,835 lumens
No. of Luminaires:	56
Total Load:	35.84 kW

Luminaire Maintenance	
Luminaire Type:	LED HPS
TLCCSBW:	381.000
LED hrs:	381.000
LD hrs:	381.000

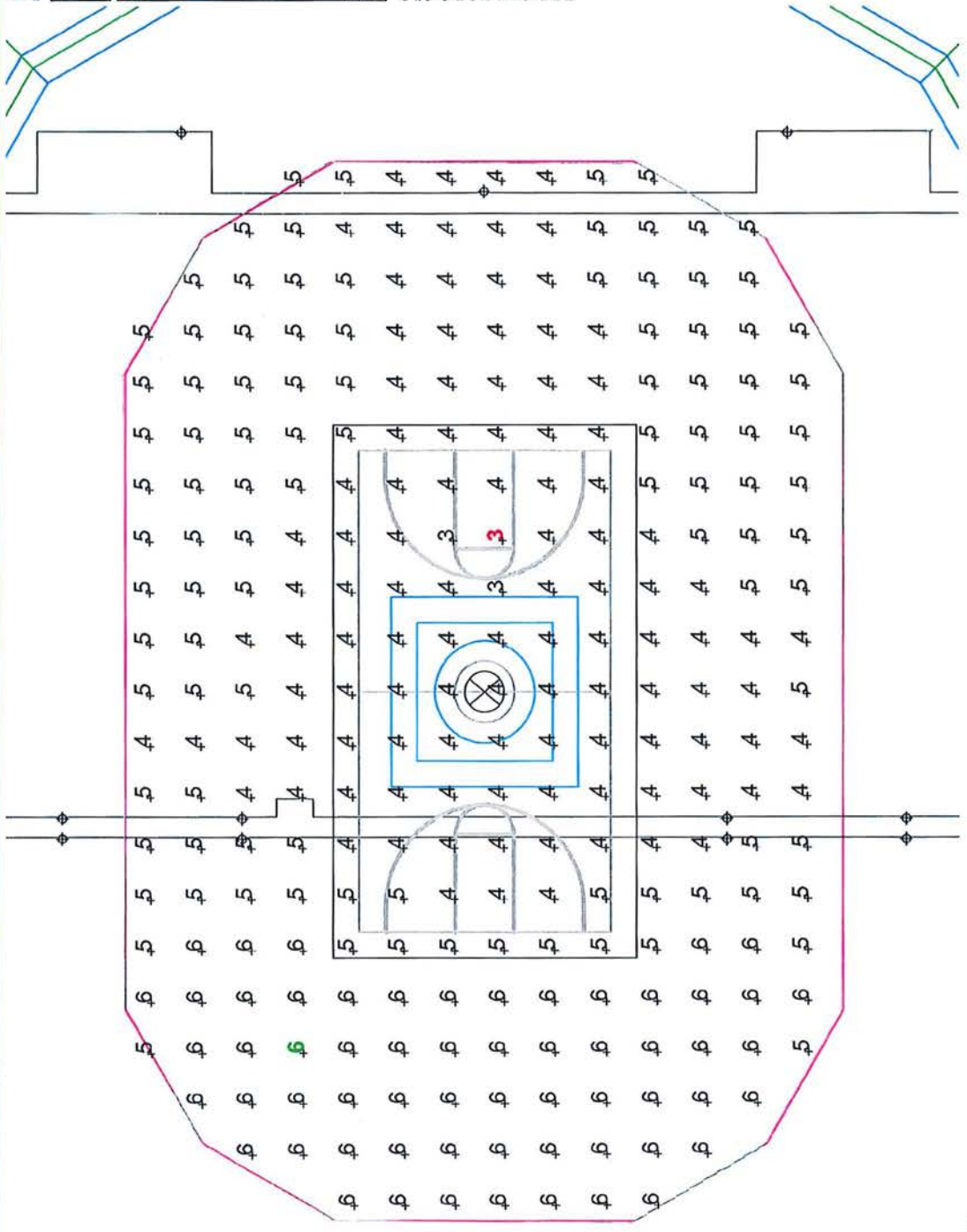
Referenced per Table 2-1.1. See luminaire catalog for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume a 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) Ⓢ



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ILLUMINATION SUMMARY

SCALE IN FEET 1 : 20



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Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY	
Name:	Top Row-Red
Spacing:	10.0' x 10.0'
Height:	76.6' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	1.9
Maximum:	5
Minimum:	0
Avg / Min:	4.48
Max / Min:	10.95
UG (adjacent grid):	0.00
CU:	0.10
No. of Points:	231
LUMINAIRE INFORMATION	
Color / CRI:	4500K - 80 CRI
Luminaire Output:	25,935 lumens
No. of Luminaires:	56
Total Load:	35.84 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L80 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000

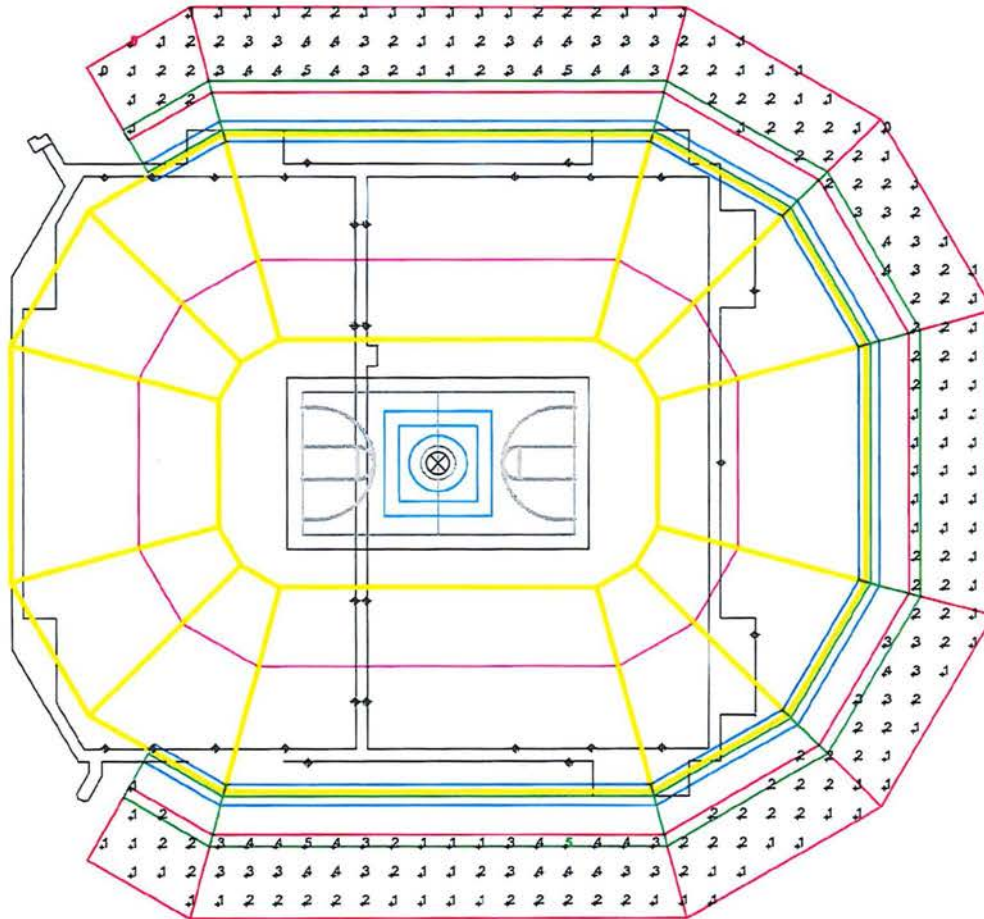
Reported per TM-21-21. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY	
Name:	Middle 1 Bowl-Red
Spacing:	10.0' x 10.0'
Height:	52.5' above grade

ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
Entire Grid			
Scan Average:	1.8		
Maximum:	3		
Minimum:	1		
Avg / Min:	2.30		
Max / Min:	3.69		
UG (adjacent pts):	0.00		
CU:	0.05		
No. of Points:	122		
LUMINAIRE INFORMATION			
Color / CRI:	4500K - 80 CRI		
Luminaire Output:	25,935 lumens		
No. of Luminaires:	56		
Total Load:	35.84 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000

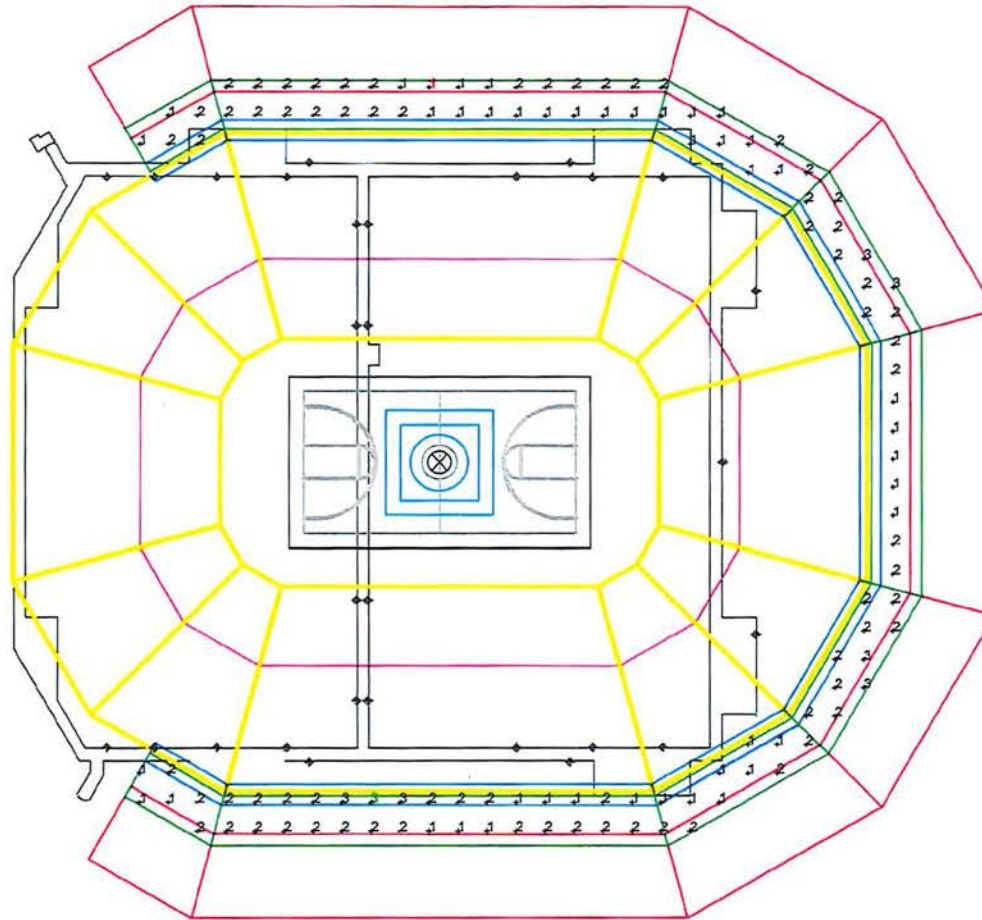
Reported per TM-71-1. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight
Lincoln, NE

GRID SUMMARY	
Name:	Middle 2 Bowl-Red
Spacing:	5.0' x 5.0'
Height:	33.7' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	1.9
Maximum:	3
Minimum:	0
Avg / Min:	58.65
Max / Min:	100.00
UG (adjacent pts):	0.00
CLJ:	0.02
No. of Points:	155
LUMINAIRE INFORMATION	
Color / CRI:	4500K - 90 CRI
Luminaire Output:	25,935 lumens
No. of Luminaires:	56
Total Load:	35.84 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L80 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000

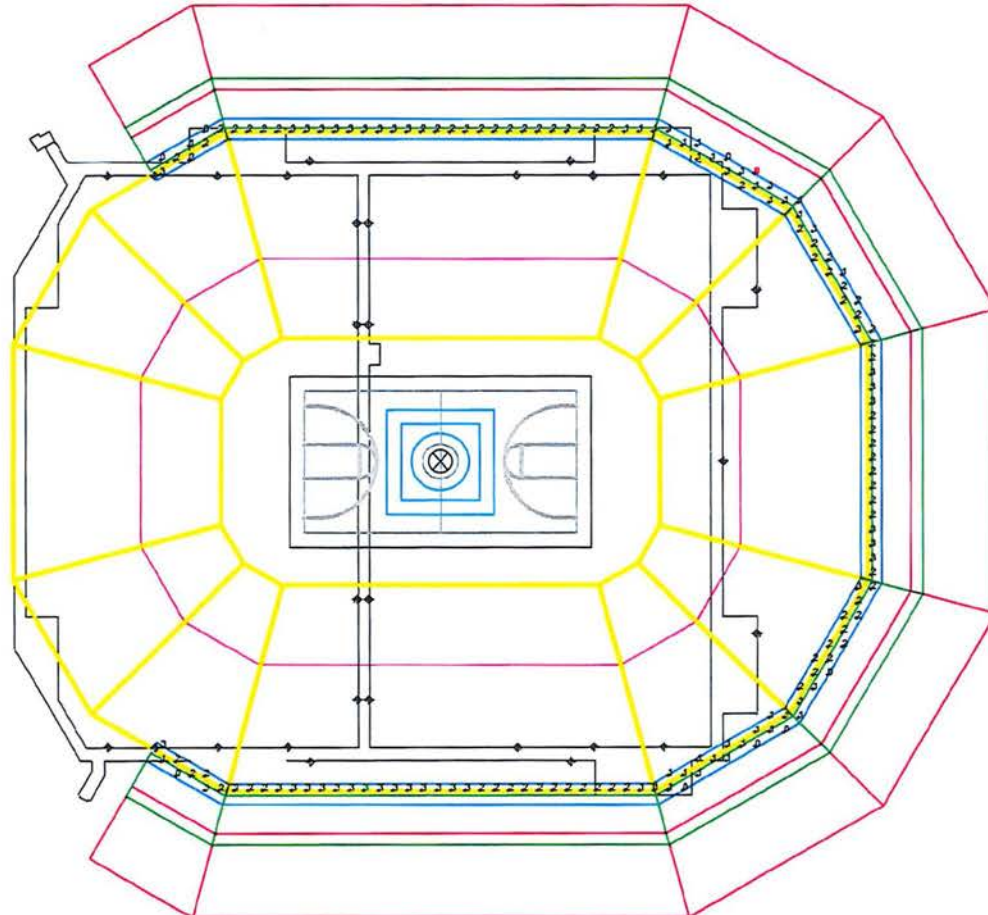
Reported per TM-21-11. See luminaire data-sheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight
Lincoln, NE

GRID SUMMARY	
Name:	Bottom Bowl-Red
Spacing:	10.0' x 13.0'
Height:	20.9' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	4.2
Maximum:	6
Minimum:	1
Avg / Min:	5.58
Max / Min:	8.36
UG (adjacent pt):	0.00
CU:	0.44
No. of Points:	466
LUMINAIRE INFORMATION	
Color / CRI:	4500K - 80 CRI
Luminaire Output:	25,935 lumens
No. of Luminaires:	56
Total Load:	35.84 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L80 hrs	L70 hrs
T.C.-RGBW	>81,000	>81,000	>81,000

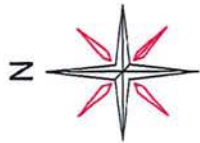
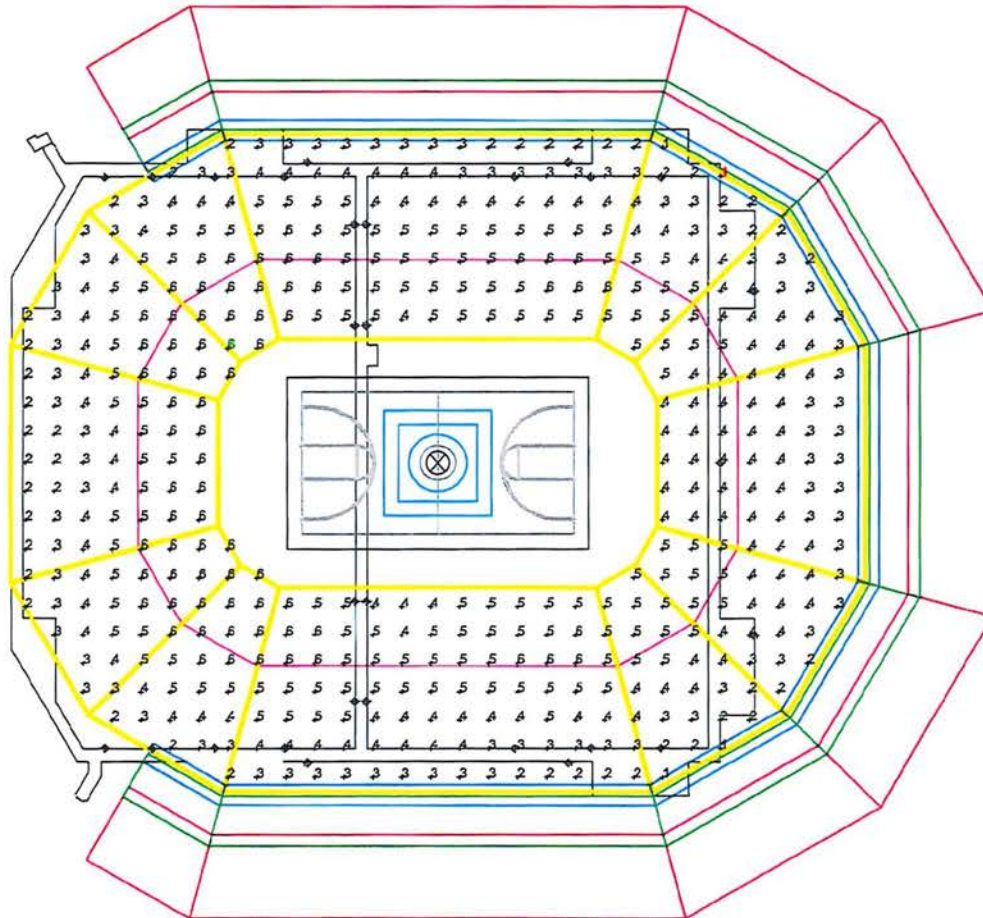
Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY	
Name:	Event Floor @4500K
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	40.5
Maximum:	49
Minimum:	29
Avg / Min:	1.38
Max / Min:	1.69
UG (adjacent pts):	1.38
CU:	0.63
No. of Points:	270
LUMINAIRE INFORMATION	
Color / CRI:	4500K - 80 CRI
Luminaire Output:	58,000 lumens
No. of Luminaires:	28
Total Load:	17.92 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L80 hrs	L70 hrs
TLC-TW	>81,000	>81,000	>81,000

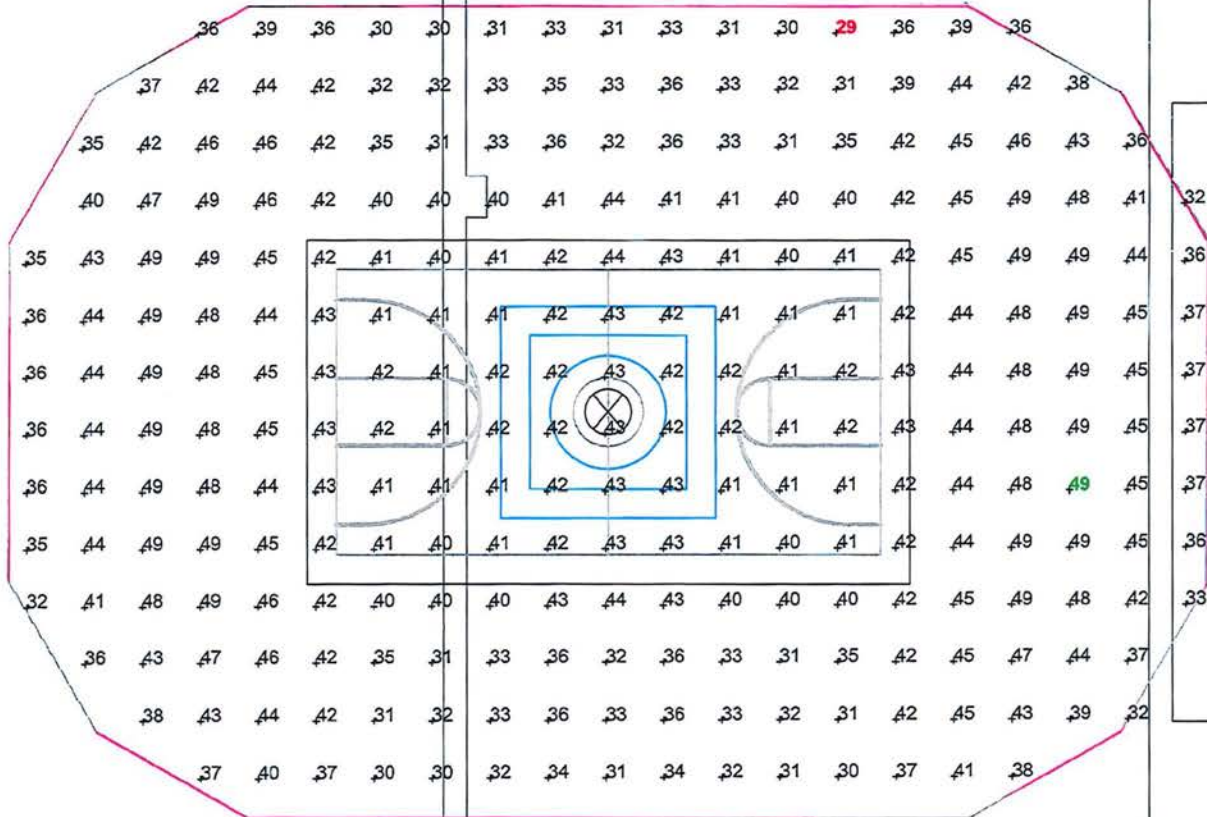
Reported per TM-71-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight
Lincoln, NE

GRID SUMMARY	
Name:	Invert Floor-Work
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	53.9
Maximum:	66
Minimum:	43
Avg / Min:	1.24
Max / Min:	1.52
UG (adjacent pts):	1.26
CU:	0.49
No. of Points:	270
LUMINAIRE INFORMATION	
Color / CRI:	4500K - 80 CRI
Luminaire Output:	25,935 / 58,000 lumens
No. of Luminaires:	84
Total Load:	53.76 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L90 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000
TLC-TV	>81,000	>81,000	>81,000

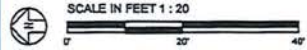
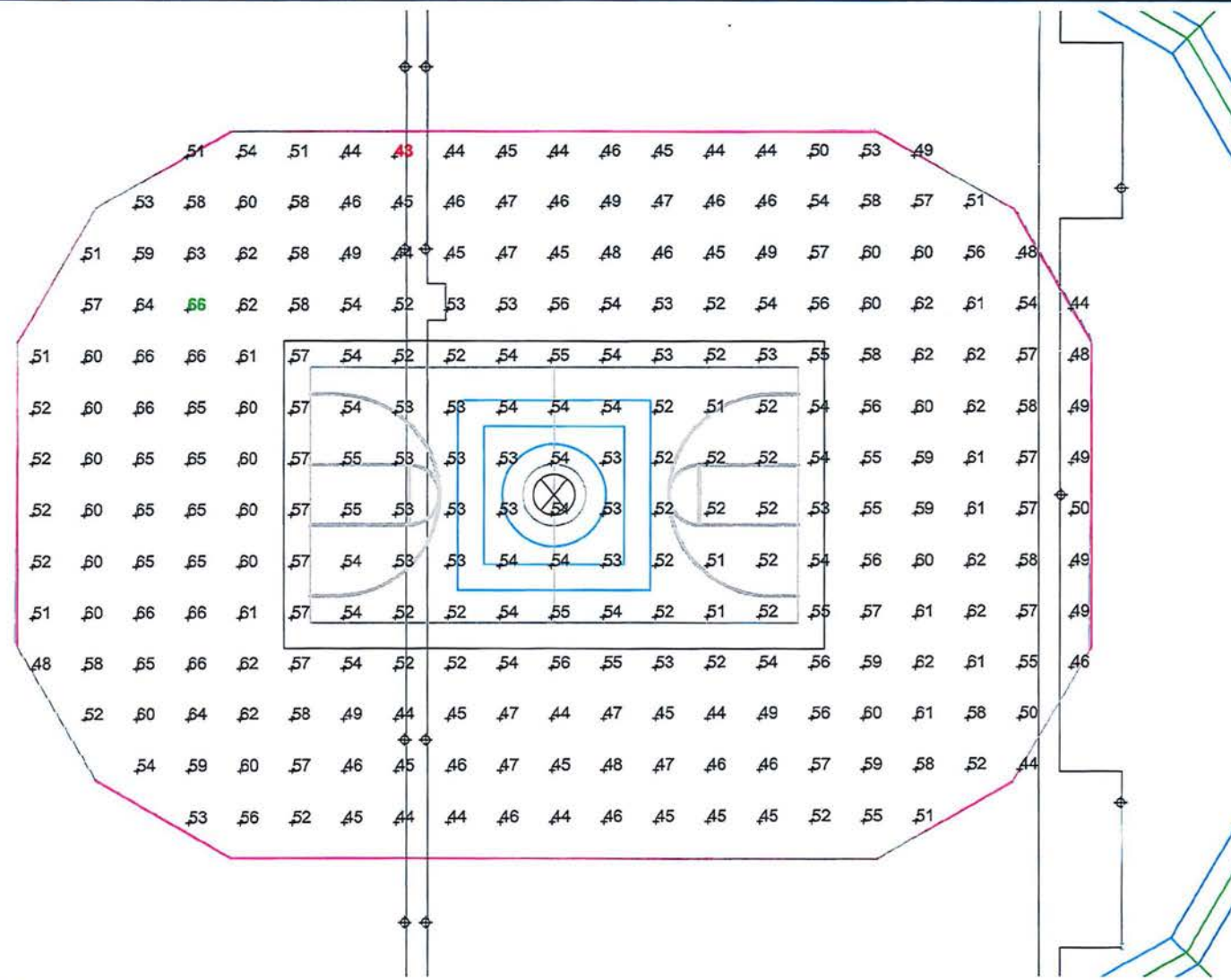
Reported per TM-71-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) ⊕ dimensions are relative to 0.0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY

Name: Top Bowl-Work
 Spacing: 10.0' x 10.0'
 Height: 76.6' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid	
Scan Average:	5.3
Maximum:	13
Minimum:	1
Avg / Min:	4.48
Max / Min:	10.95
UG (adjacent pts):	0.00
CU:	0.04
No. of Points:	231

LUMINAIRE INFORMATION

Color / CRI: 4500K - 90 CRI
 Luminaire Output: 25,935 / 58,000 lumens
 No. of Luminaires: 84
 Total Load: 53.76 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L80 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000
TLC-TW	>81,000	>81,000	>81,000

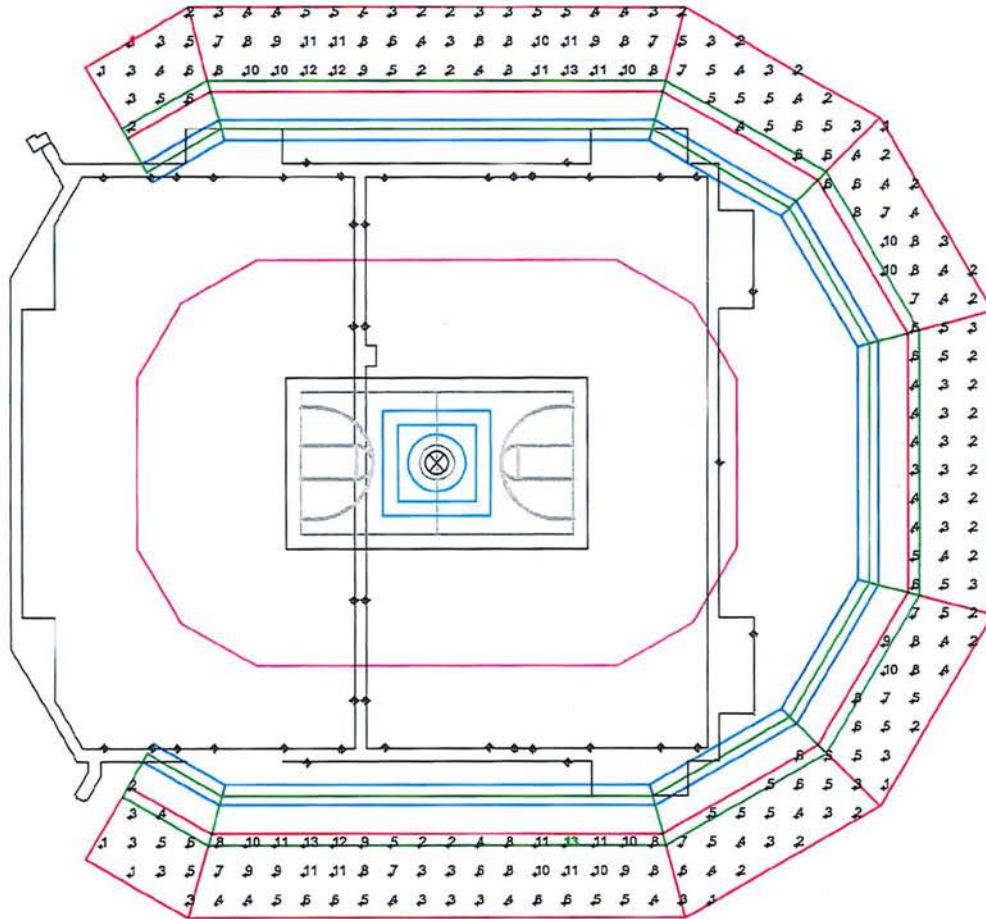
Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) ⊗ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY

Name: Middle 1 Bowl-Work
 Spacing: 10.0' x 10.0'
 Height: 52.5' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	5.1
Maximum:	9
Minimum:	2
Avg / Min:	2.37
Max / Min:	4.26
UG (adjacent pts):	0.00
CU:	0.02
No. of Points:	122
LUMINAIRE INFORMATION	
Color / CRI:	4500K - 80 CRI
Luminaire Output:	25,935 / 58,000 lumens
No. of Luminaires:	84
Total Load:	53.76 kW

Luminaire Type	Lumen Maintenance		
	L90 hrs	L80 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000
TLC-TW	>81,000	>81,000	>81,000

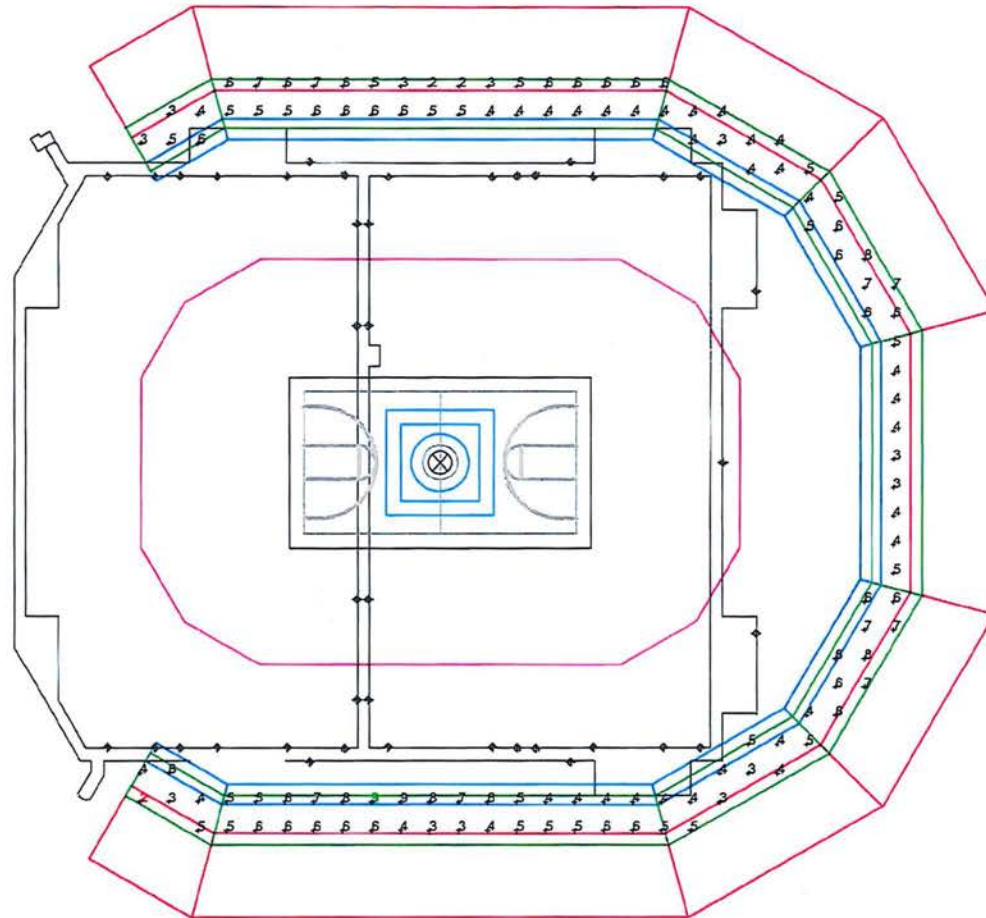
Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume a 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) ◊ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight
Lincoln, NE

GRID SUMMARY	
Name:	Middle 2 Bowl-Work
Spacing:	5.0' x 5.0'
Height:	33.7' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Scan Average:	6.3
Maximum:	13
Minimum:	0
Avg / Min:	34.33
Max / Min:	69.27
UG (adjacent pts):	0.00
CU:	0.01
No. of Points:	155

LUMINAIRE INFORMATION	
Color / CRI:	4500K - 80 CRI
Luminaire Output:	25,935 / 58,000 lumens
No. of Luminaires:	84
Total Load:	53.76 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L80 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000
TLC-TW	>81,000	>81,000	>81,000

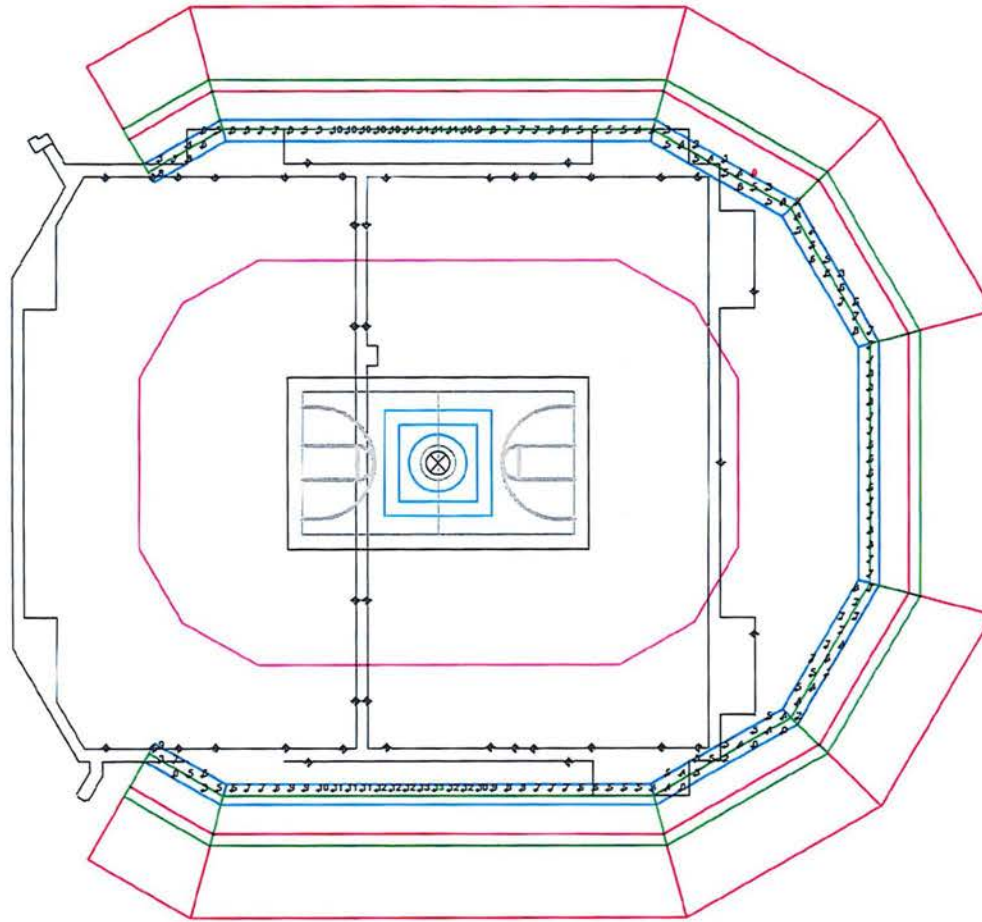
Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty documents and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) @ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight

Lincoln, NE

GRID SUMMARY	
Name:	Bottom Bowl-Work
Spacing:	10.0' x 10.0'
Height:	20.9' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDELS	
Entire Grid	
Scan Average:	33.0
Maximum:	67
Minimum:	3
Avg / Min:	9.62
Max / Min:	33.37
UG (adjacent pts):	0.00
CJ:	0.52
No. of Points:	466

LUMINAIRE INFORMATION	
Color / CRI:	4500K - 80 CRI
Luminaire Output:	25,535 / 58,000 lumens
No. of Luminaires:	84
Total Load:	53.76 kW

Luminaire Type	Lumen Maintenance		
	L80 hrs	L80 hrs	L70 hrs
TLC-RGBW	>81,000	>81,000	>81,000
TLC-TW	>81,000	>81,000	>81,000

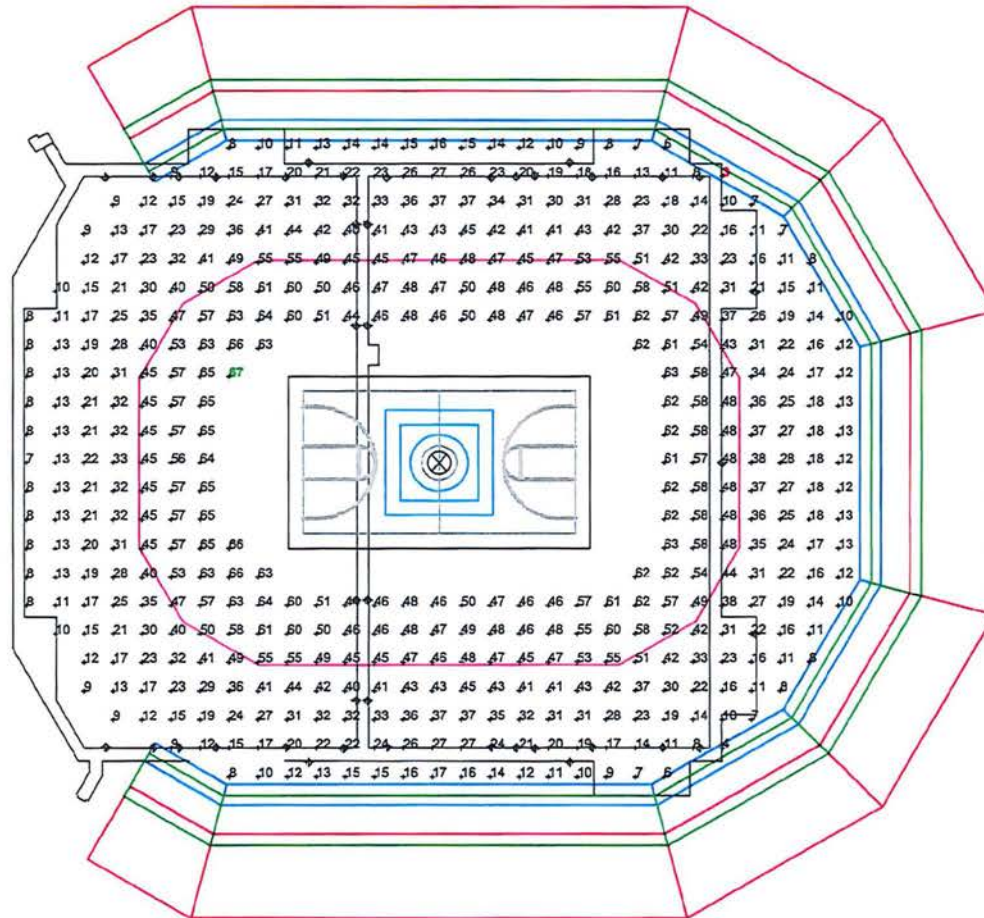
Reported per TM-21-11. See luminaire catalog for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Pinnacle Bank Arena - LED Relight
Lincoln, NE

EQUIPMENT LAYOUT

INCLUDES:

- Basketball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

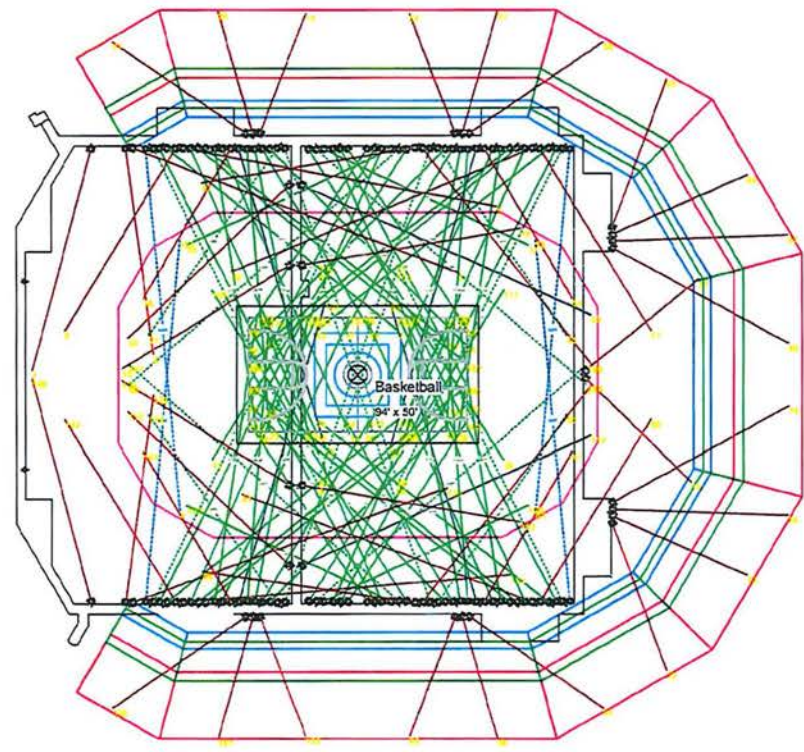
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	SIDE	Pole		Luminaire		MFT	
			DRIVE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	POLE		
4	M1-M4		94'	94'	TLC-TW		3	
8	M5-M8		94'	94'	TLC-TW		2	
	M50-M53							
4	M13-M14		94'	94'	TLC-RGBW		3	
2	M15-M16		94'	94'	TLC-RGBW		4	
13	M17-M20 M41-M49		94'	94'	TLC-RGBW		2	
8	M23-M24 M29-M32		94'	94'	TLC-L&D-600		3	
4	M25-M28		94'	94'	TLC-L&D-600		4	
8	M33-M40		94'	94'	TLC-L&D-600		2	
10	M54-M61 M5-M10		94'	94'	TLC-RGBW		1	
2	M62-M63		94'					
TOTALS								140

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (L&D only unless noted)	Line Amperage Per Luminaire (Line Error)						
	208 (40)	220 (50)	240 (60)	277 (66)	347 (84)	380 (94)	480 (120)
Single Phase Voltage	2.08	2.20	2.40	2.77	3.47	3.80	4.80
TLC-RGBW	3.4	3.2	3.0	2.6	2.0	-	1.5
TLC-TW	3.4	3.2	3.0	2.6	2.0	-	1.5
TLC-L&D-600	3.4	3.2	3.0	2.6	2.0	1.8	1.5



ENGINEERED DESIGN By: A.Boersma • File #1812001 • 21-Jan-20

Pole location(s) Ⓞ dimensions are relative to 0,0 reference point(s) ⊗



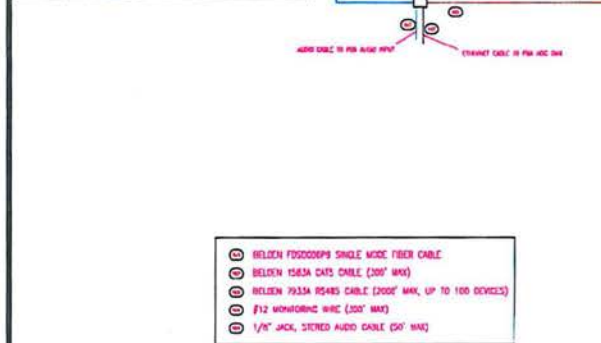
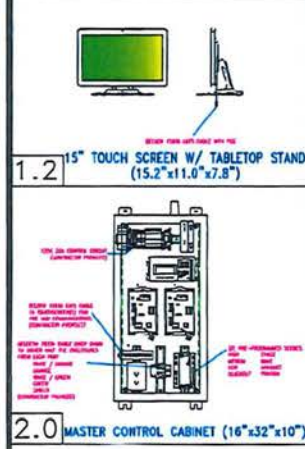
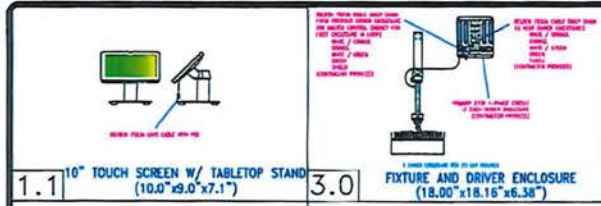
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EQUIPMENT LAYOUT



ITEM C





- BELDEN F700000P9 SINGLE MODE FIBER CABLE
- BELDEN 1583A CAT5 CABLE (200' MAX)
- BELDEN 7933A RS485 CABLE (2000' MAX, UP TO 100 DEVICES)
- #12 MONITORING WIRE (200' MAX)
- 1/8" JACK, STEREO AUDIO CABLE (20' MAX)

NOTES:

- ALL ENCLOSURE DIMENSIONS ARE WIDTH X HEIGHT X DEPTH
- 80-485 NETWORK BUS ROUTING IS DIACRYMMATICAL ONLY AND CAN BE INSTALLED MORE EFFICIENTLY AS LONG AS IT IS A TRAIL DASH CHAIN AND NOT LONGER THAN 2,000'. END-OF-LINE RESISTOR (MUSCO PROVIDED) TO BE PLACED AT THE END OF THE BUSY CHAIN.
- ENCLOSURE LOCATION AND QUANTITY ARE DIACRYMMATICAL TO SHOW THE SEQUENTIAL NATURE OF THE NETWORK WIRE. THE QUANTITY AND LOCATION OF THE DRIVER ENCLOSURES WILL VARY WITH THE FINAL DESIGN.
- TYPICAL AUDIO TERMINATION FOR SYSTEMS ARE 8OHM OR 16OHM. PLEASE REFER TO THE SITE SURVEY/INSTALL PLAN FOR SPECIFIC REQUIREMENTS TO PLUG INTO THEIR SYSTEM.

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Pinnacle Bank Arena LED Relight
Lincoln, NE
ONE LINE

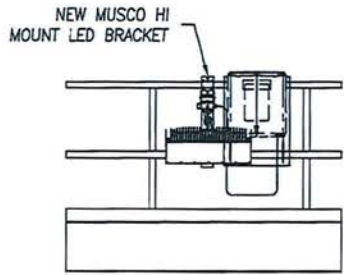
MUSCO
Lighting
CORPORATE OFFICE:
100 In. Arena West
Oskaloosa, Iowa 52577
+1-800-875-0210
+1-515-271-0111

REVISIONS	
NO.	DESCRIPTION

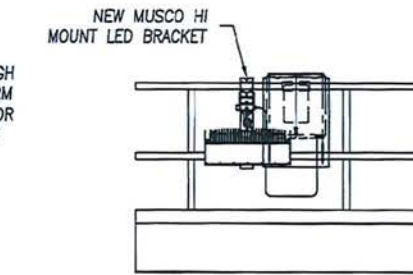
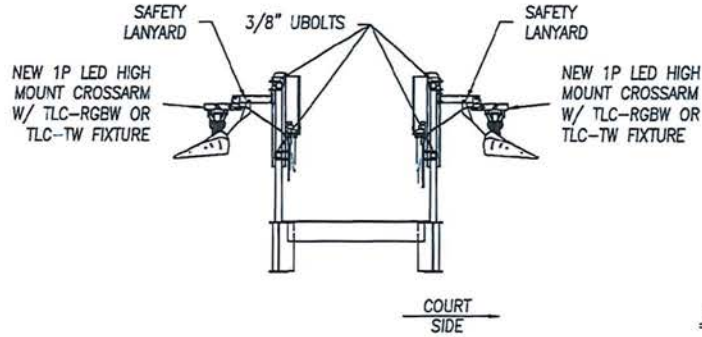
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DRAWN BY: TL
CHECK BY:
REVISIONS:
SCALE: NTS
DATE: 02 APR 18
DRAWING NUMBER: 181200CL1
1 OF 1 SHEETS



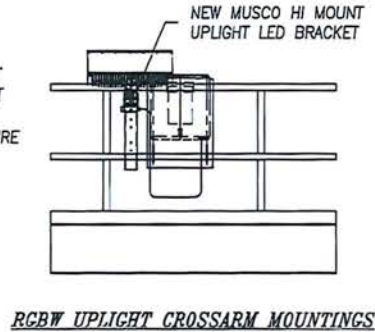
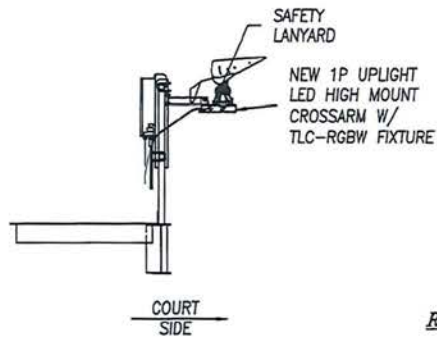
ITEM D



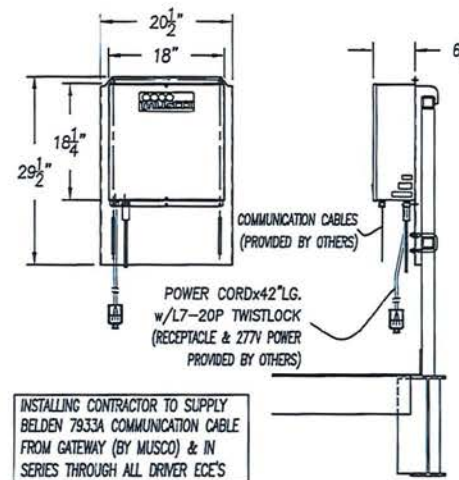
SEATING AREA CROSSARM MOUNTINGS



EVENT AND EXTENDED AREA CROSSARM MOUNTINGS



RGBW UPLIGHT CROSSARM MOUNTINGS



INSTALLING CONTRACTOR TO SUPPLY BELDEN 7933A COMMUNICATION CABLE FROM GATEWAY (BY MUSCO) & IN SERIES THROUGH ALL DRIVER EC'S

1P LED DRIVER ENCLOSURE DETAILS

- NOTES:
1. THIS DRAWING IS A CONCEPTUAL MOUNTING DRAWING. APPROVAL REQUIRED BEFORE CREATION OF PRODUCTION PARTS CAN BEGIN.
 2. REFER TO FIXTURE AND ENCLOSURE LAYOUTS FOR POSITIONING DETAILS ON CATWALK.
 3. DUE TO FIXTURE ARRANGEMENT, EXTENSION CORDS MAY BE REQUIRED TO EXTEND THE FIXTURE CORDS ON THE MOUNTS IN ORDER TO REACH THE DRIVER ENCLOSURE.
 4. FINISH OF NEW LED HIGH CROSSARMS TO BE BLACK. FINISH OF NEW 1P LED DRIVER ENCLOSURES TO BE BLACK.

This Drawing is
PRELIMINARY
Pending Verification of this Document

PINNACLE BANK ARENA
LINCOLN, NE
HIGH-LOW FIXTURE LAYOUT CONCEPT (B)

MUSCO Lighting
CORPORATE OFFICE:
P.O. Box 808
100 1st Avenue West
Lincoln, NE 68507
402-426-8200
402-426-8201

DATE:	BY:	REVISIONS:
07/16/20	ENG 1	ISSUED CONCEPT PER LEADING DESIGN CHANGES
07/28/20	ENG 2	ISSUED POWER CABO REVISIONS

JOB NUMBER:	181200
DESIGN BY:	E.VAN GORP
CHECK BY:	
SCALE:	1:36
DATE:	04/09/18
DRAWING NUMBER:	181200X1
	1 OF 1 SHEETS

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U.S. and foreign patents issued and pending.



ITEM E



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Project name: _____ Project number: _____

Owner: _____ City: _____ State: _____

Covered product(s): _____

Date issued: _____ Expiration: _____

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 10 years. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light Performance

Specified illumination levels will be maintained and are marked as guaranteed in the Musco Illumination Summary. Individual luminaire outages that occur during the warranty and maintenance period are repaired when the usage of any field is materially impacted.

Spill Light Control

If specified, spill light levels at identified locations are guaranteed to be controlled to the maximum values provided in the Musco Illumination Summary.

Energy Consumption

Total average kW consumption for your lighting system is guaranteed to be not more than the total load shown in the Musco Illumination Summary.

Monitoring, Maintenance, and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage, and luminaire outages. If outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, smartphone app, phone, email, or fax. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Structural Integrity

Your project has been designed to _____
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team to ensure fulfillment of our product and services warranty and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 10 year period.



Musco Constant 10™

10-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Total Light Control - TLC for LED® with Control-Link® and any additional Musco manufactured product as listed on page 1.

"We", "us," and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

- 1. Availability of Service:** Control-Link Central™ operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with Product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a nonthreatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your control system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

- 4. Service Limitations — This Contract does not cover:** Maintenance, repair, or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Product(s) parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes, or lightning).

5. Contract Limitations:

a. **EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.

b. **LIMITATION OF LIABILITY:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

c. For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.

d. Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.

e. **Obsolescence or Environmental Restrictions:** If during any maintenance or other work performed under this Warranty, any of the parts of the Covered Product(s) are found to be either obsolete, no longer available, or prohibited by any state or federal agency, Musco shall replace said parts with comparable parts and materials with equal operating characteristics solely at Musco's discretion. The cost of replacement of any obsolete cellular related technology shall be borne by you. Prior to completing any such work, Musco shall notify you of the cost (if any) you will incur in the replacement of such parts under this section.

6. **Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.

7. **Governing Law:** The Contract shall be interpreted and enforced according to the laws of the project location.

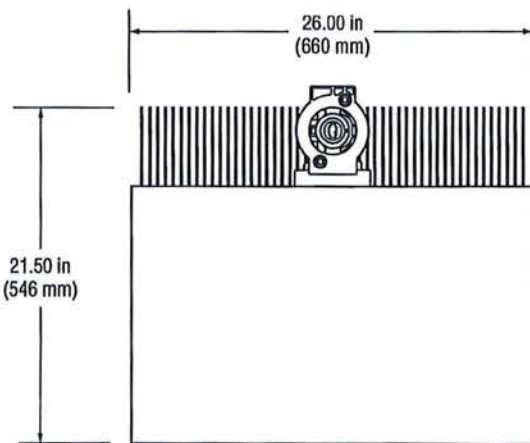
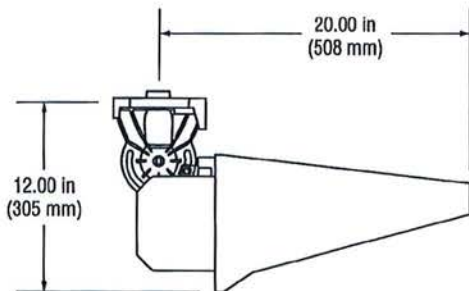
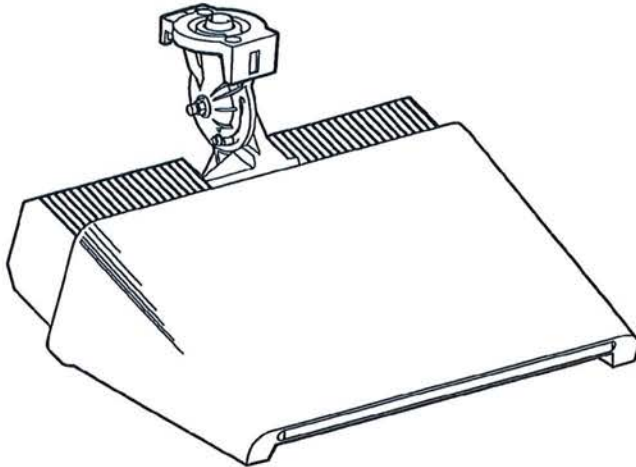
8. **Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____
Vice President of Sales



ITEM F

Datasheet: TLC-LED-600 Luminaire and Driver



Luminaire Data

Weight (luminaire)	40 lb (18 kg)
UL listing number	E338094
UL listed for USA / Canada	UL1598 CSA-C22.2 No.250.0
CE Declaration	LVD, EMC, RoHS
Ingress protection, luminaire	IP65
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)
UL, IEC ambient temperature rating, luminaire	50°C (122°F)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

L90 (20k)	>120,000 h
L80 (20k)	>120,000 h
L70 (20k)	>120,000 h
Lumens ¹	59,696
CIE correlated color temperature	4500 K
Color rendering index (CRI)	80 min
	64 min

Footnotes:

1) Incorporates appropriate dirt depreciation factor for life of luminaire.

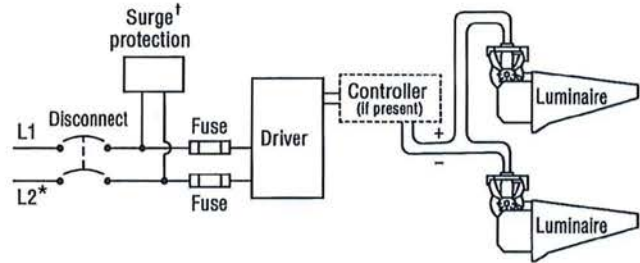
Datasheet: TLC-LED-600 Luminaire and Driver

Driver Data

Electrical Data

Rated wattage ¹	
Per driver	1160 W
Per luminaire	580 W
Number of luminaires per driver	2
Starting (inrush) current	<40 A, 256 μs
Fuse rating	15 A
UL, IEC ambient temperature rating, electrical components enclosure	50°C (122°F)
Ingress protection, electrical components enclosure	IP54
Efficiency	95%
Dimming mode	optional
Range, energy consumption	20 – 100%
Range, light output	25 – 100%

Typical Wiring



* If L2 (com) is neutral then not switched or fused.
 † Not present if indoor installation.

	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	380 Vac 50/60 Hz	400 Vac 50 Hz	415 Vac 50 Hz	480 Vac 60 Hz
Max operating current per luminaire ²	3.54 A	3.40 A	3.22 A	3.08 A	2.95 A	2.56 A	2.04 A	1.86 A	1.77 A	1.71 A	1.48 A

Footnotes:

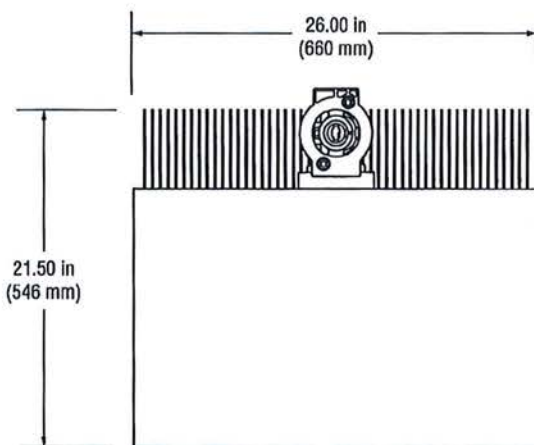
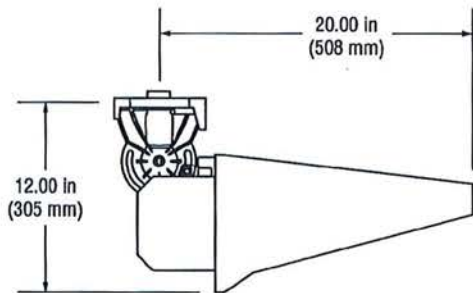
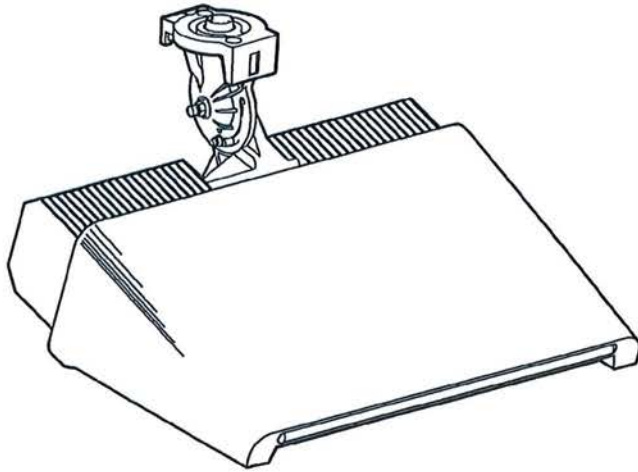
- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.



Datasheet: TLC for LED® RGBW Luminaire and Driver



Luminaire Data

Weight (luminaire)	40 lb (18 kg)
UL listing number	E338094
UL listed for USA / Canada	UL 1598 CSA-C22-2 No.250.0
Ingress protection, luminaire	IP65
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)
UL ambient temperature rating, luminaire	50°C (122°F)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

L90 (20k) (white only)	>120,000 h
L80 (20k) (white only)	>120,000 h
L70 (20k) (white only)	>120,000 h
CIE correlated color temperature (white only)	4500 K
Color rendering index (CRI) (white only)	80 min
Lumens ¹ , white	25,935
Lumens ¹ , red	8,000
Lumens ¹ , green	20,000
Lumens ¹ , blue	8,000

Footnotes:

1) Incorporates appropriate dirt depreciation factor for life of luminaire.

Datasheet: TLC for LED® RGBW Luminaire and Driver

Driver Data

Electrical Data

Rated wattage ¹	
Per luminaire, max	640 W
Number of drivers per luminaire	4
Starting (inrush) current	106 A, 5 ms
Fuse rating	20 A
UL, IEC ambient temperature rating, electrical components enclosure	45°C (113°F)
Ingress protection, electrical components enclosure	IP54
Efficiency	94%
Dimming mode	optional
Range, energy consumption	varies by color
Range, light output	varies by color

	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	480 Vac 60 Hz
Max operating current per luminaire ²	3.56 A	3.44 A	3.24 A	3.08 A	2.96 A	2.56 A	2.04 A	1.48 A

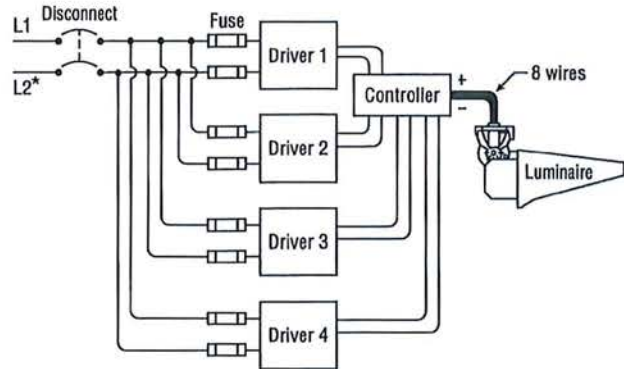
Footnotes:

- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.

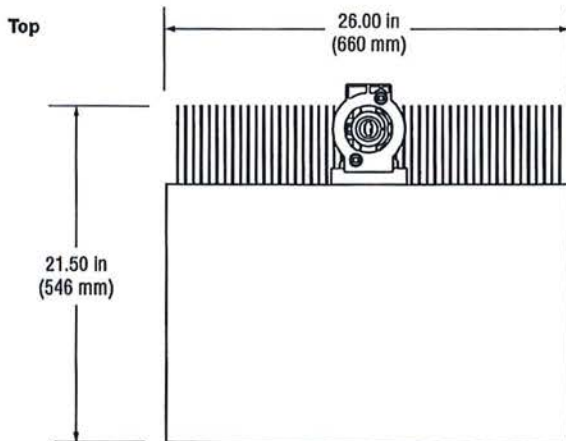
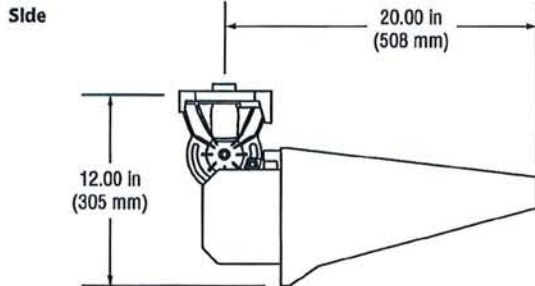
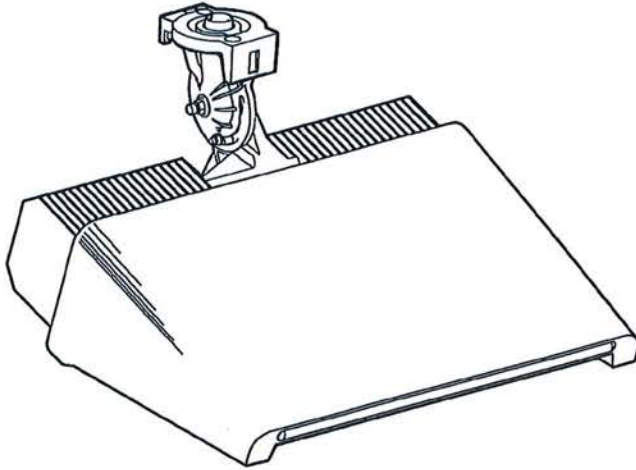
Typical Wiring



* If L2 (com) is neutral then not switched or fused.



Datasheet: TLC for LED® Tunable White Luminaire and Driver



Luminaire Data

Weight (luminaire)	40 lb (18 kg)
UL listing number	E338094 (Pending)
UL listed for USA / Canada	UL1598 CSA-C22.2 No.250.0 (Pending)
Ingress protection, luminaire	IP65
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

L90 (13.5k)	>81,000 h
L80 (13.5k)	>81,000 h
L70 (13.5k)	>81,000 h
Color rendering index (CRI)	80 min
Rated lumens by CIE CCT setting	
5700 K	58,000 lm
4500 K	58,000 lm
3000 K	27,500 lm

Footnotes:

1) Incorporates appropriate dirt depreciation factor for life of luminaire.

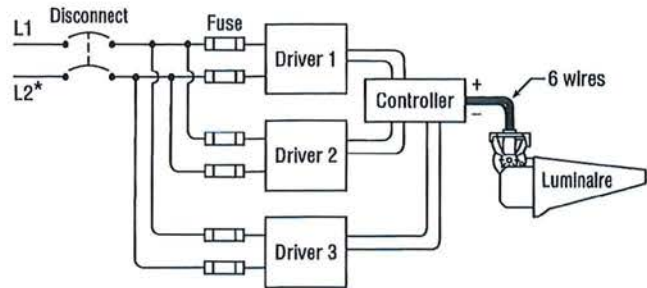
Datasheet: TLC for LED® Tunable White Luminaire and Driver

Driver Data

Electrical Data

Rated wattage ¹	
Per luminaire	640 W
Number of drivers per luminaire	3
Starting (inrush) current	54 A, 5 ms
Fuse rating	20 A
UL, IEC ambient temperature rating, electrical components enclosure	50°C (122°F)
Ingress protection, electrical components enclosure	IP54
Efficiency	94%
Dimming mode	optional
Range, energy consumption	varies by color temperature
Range, light output	varies by color temperature

Typical Wiring



* If L2 (com) is neutral then not switched or fused.

	200 Vac 50 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	480 Vac 60 Hz
Max operating current per luminaire ²	3.57 A	3.42 A	3.24 A	3.09 A	2.97 A	2.58 A	2.04 A	1.47 A

Footnotes:

- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See Musco *Control System Summary* for circuit information.



Datasheet: DMX Interface System – LED

Technical Specifications

Construction

- NEMA type 4 cabinet
- Powder-coated aluminum 5052 H32 cabinet and panel
- Lockable, 3-point latch
- External mounting feet
- Weight 35 lb (15 kg)

Ratings*

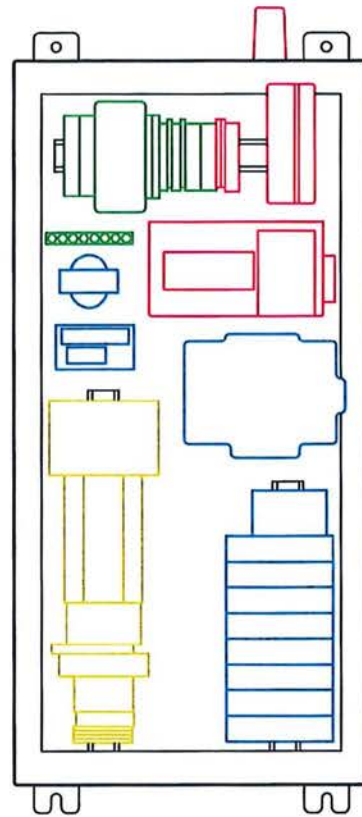
UL508A Listed E204954

FCC Part 15 Class A compliant

*Not applicable if relay board is included

Input Power

- One control circuit operates entire cabinet
- 120 Vac 60 Hz, phase to neutral or 240 Vac 50 Hz, phase to neutral
- Requires dedicated 20 amp circuit
- Connects to emergency lighting circuit power if present
- Control power terminal blocks provided
- Surge protection
- Fusing



Musco Gateway

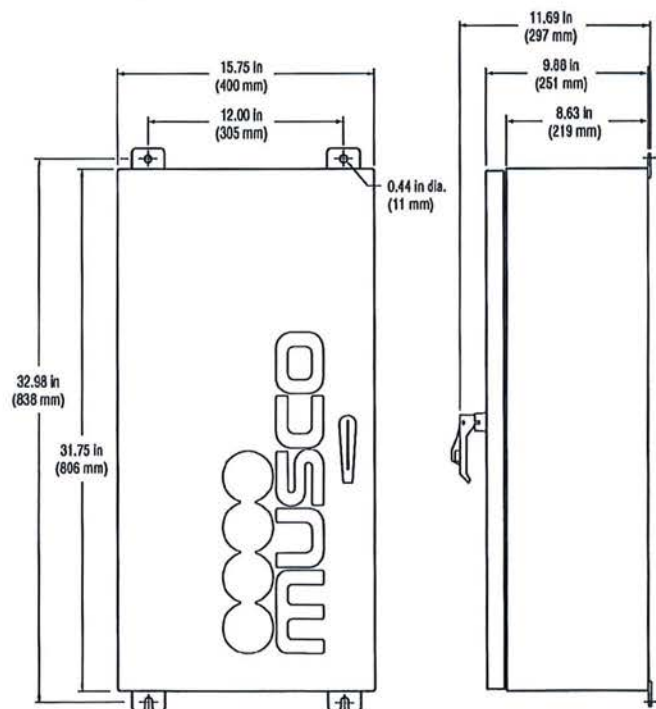
- Gateway board
- Transformer
- Power supply
- Terminal blocks for RS-485 network
- Relay board for on/off control of lighting circuit power (ten output relays, 120 or 240 Vac contacts) (optional)

DMX Controller (optional)

- DMX output port
- Ethernet hub, power over ethernet (PoE)
- Power supply for ethernet hub

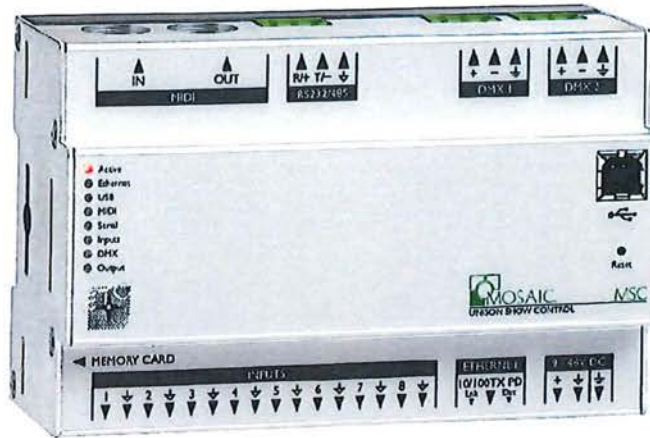
Scheduling and Diagnostic Equipment (optional)

- Scheduling control module
- GSM or CDMA digital cellular radio
- Network hub
- Antenna



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www.musco.com · lighting@musco.com



GENERAL INFORMATION

Mosaic Show Controllers (MSCs) are the permanent part of your installation supporting DMX512 and DMX-Over-Ethernet protocols to control color-mixing fixtures, conventional dimmable fixtures and automated lights. MSCs are available with 512-2048 dmx outputs with support for up to 40 controllers in a single system.. Each MSC has an extensive range of external triggering interfaces, including Ethernet, RS232/RS485 Serial or DMX Input, MIDI, and contact inputs. The built-in real-time clock triggers precise timed events, including astronomical and lunar events. Additional triggering interfaces are supported by optional MSC Remote Devices attached over a PoE Ethernet network.

APPLICATIONS

- LED lighting control
- Pixel mapping
- Show control and lighting integration

FEATURES

- Playback for a wide range of fixture types and DMX devices
- Pixel mapping for video effects
- DMX-over-Ethernet and standard DMX output
- Built in triggering interface with conditional logic and timeclock based controls
- RealEngine: ensures an accurate representation of your show, whether in software simulation or when played live to connected controllers
- DesignerAccess: Internal web server provides status, configuration information, remote monitoring, and triggering
- Installer friendly for permanent installation with rising clamp terminal connections and DIN-rail installation
- Programmed and configured using Mosaic Designer 2 Software

GENERAL

- ETL/cETL LISTED
- CE Compliant
- California Title 20/24 compliant
- Five-year warranty

ORDERING INFORMATION

Mosaic Show Controllers

MODEL	DESCRIPTION
MSC_1	Mosaic Show Controller

¹ Available with one(1), two(2) or four(4) DMX universe output(s)

Other Show Controllers

MTPC	Tessera® Panel Controller
MSCX	High Capacity Show Controller
MALC	Mosaic Atlas™

² Available with 10 to 100 DMX universe output

Remote Devices and Accessories

MODEL	DESCRIPTION
M108	1-gang, 8-Button Station
M-TS	Mosaic Touchscreen
MRIO-A	Audio/Timecode Remote Device
MRIO-D	DALI Remote Device
MRIO-I/O ³	Input/ Output Remote Device w/ Serial
MSC-NET	5-port Ethernet Switch w/ PoE
MSC-OPTO	4-port DMX/RDM Opto-Splitter
MLED ⁴	6-output LED Driver
MSC-RACK	Rack Mount Kit - MSC
MSC-INSTALL	Wall Mount Installation Kit

³ Available in three configurations with support for 8-inputs, 4-inputs/ 4-outputs, or 8 outputs. All versions also support RS232/485 bi-directional serial

⁴ Available in constant current and constant voltage versions (see datasheets)



SPECIFICATIONS

GENERAL

- Available with multiple output counts
 - MSC1 - 512-channel output
 - MSC2 - 1024-channel output
 - MSC4 - 2048-channel output
- Support for DMX512/RDM, sACN, KiNet, Pathport, and Art-Net II outputs
- Battery-backed real-time, astronomical and lunar timeclock
- Triggering and show-control integration using Ethernet, RS232/485, DMX, MIDI, digital/analog inputs and optional remote devices
- Integrated web server for remote management
- Simple integration with other Mosaic devices for large systems, including the MSC X
- Simple integration with other Mosaic devices for large systems, including MSC X and Atlas controllers)
- Solid-state, high-reliability components

FUNCTIONAL

- Supports LED fixtures, fountain jets, and Moving lights
- Scalable up to 40 Mosaic Controllers using standard PoE Ethernet networking
- Project data stored in non-volatile, solid-state memory
- Resumes output automatically upon receiving power
- Supports conditional logic and scripting for integration
- Software and configuration upload using Ethernet
- Shares onboard input status to other controllers on the network
- Integrated web server provides active monitoring and remote triggering using Ethernet

MECHANICAL

- Eight-unit-wide DIN Enclosure complies with DIN43880 and EN60715 (35/7.5 rail)
- Rugged aluminum enclosure
- Wiring connections use standard rising clamp, plug-able connectors
- Optional rack and wall mount installation kits available

ELECTRICAL

- RJ45 socket supporting 10/100Base-TX Ethernet with link and data LED with Static and DHCP addressing support
- PoE powered (IEEE 802.3af, Class 2) 4W typical draw
- Isolated DMX512 ports, RDM compatible
- Eight individually selectable digital/ analog inputs
 - Supports active high/ low, analog and contact closure
- USB-B for USB file transfer
- RS232/485 Serial or DMX triggering using 3-pin connector
- MIDI input and output using 5-pin DIN connectors
- ETL and cETL LISTED, CE Compliant

THERMAL

- Ambient temperature: 0-50°C / 32-122°F
- 10-50% relative humidity, non-condensing

PHYSICAL

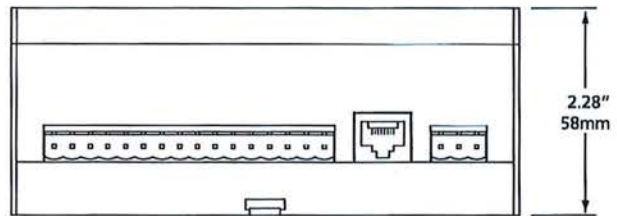
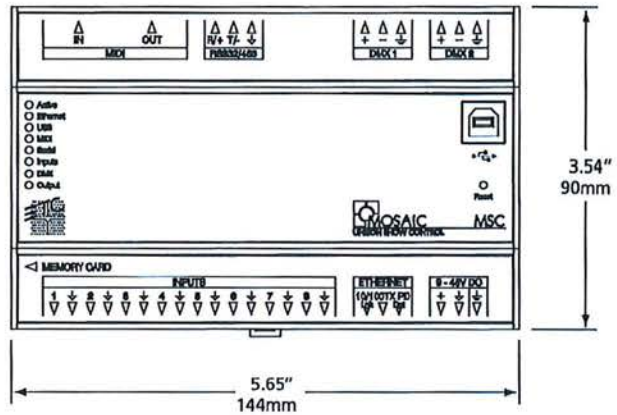
Mosaic Show Controller Dimensions*

MODEL	HEIGHT		WIDTH		DEPTH	
	inches	mm	inches	mm	inches	mm
MSC_	3.54	90	5.65	144	2.28	58

Mosaic Show Controller Weights*

MODEL	WEIGHT		SHIPPING WEIGHT	
	lbs	kgs	lbs	kgs
MSC_	1	0.48	1.8	0.80

*Weights and dimensions typical



Corporate Headquarters • 3031 Pleasant View Rd, PO Box 620979, Middleton WI 53562 0979 USA • +1 608 831 4116
 London, UK • Unit 26-28, Victoria Industrial Estate, Victoria Road, London W3 6UU, UK • +44 (0) 20 8896 1000
 Rome, IT • Via Pieve Torina, 48, 00156 Rome, Italy • +39 (06) 32 111 683
 Holzkirchen, DE • Ohmstrasse 3, 83607 Holzkirchen, Germany • +49 (80 24) 47 00-0
 Hong Kong • Room 1801, 18/F, Tower 1 Phase 1, Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong • +852 2799 1220
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I-Series for Android

All-in-One Touchscreen Signage



Integrated Touch



Commercial Grade



2-Year Warranty

Product Overview

The Elo I-Series for Android all-in-one (AIO) combines a commercial-grade touchscreen with the powerful Android Qualcomm® Snapdragon™ processor delivering a responsive AiO computer in a compact size. The AiO system delivers commercial reliability, integrated touch, and flexible mounting options designed to survive the rigors of continuous public use for in-store interaction, point of sale, self-service, wayfinding, corporate and hospitality environments.

Combine the I-Series with Elo's cloud-based management software, EloView® designed to simplify and automate deployment of Elo interactive displays across multiple locations. Deliver a consistent experience automatically across all locations with the EloView software-as-a-service (SaaS) platform that includes OS management (including remote and silent updates), kiosk lock-down, automatic provisioning and device management.

Available in **10", 15" or 22"** widescreen sizes with high-performance computing and sleek edge-to-edge glass PCAP touchscreen

Choice of WiFi/Ethernet/
Cellular Connectivity

Optimize deployments with
cloud-based configuration,
monitoring and scheduling

Modern design with flexible
mounting in portrait, landscape
and table-top orientation

I-Series for Android Touchscreen Signage

Specifications	10-inch model	15-inch model	22-inch model
Bezel Color	Black		
Diagonal Size	10.1" (256.54mm)	15.6" (396.24mm)	21.5" (545.08mm)
Active Display Area (W x H)	8.54" x 5.34" (216.96mm x 135.60mm)	13.5" x 7.6" (344.16mm x 193.59mm)	18.7" x 10.5" (475.2mm x 267.3mm)
Dimensions* (W x D x H)	10.05" x 7.13" x 0.96" (255.37mm x 181.07mm x 24.45mm)	15.2" x 9.8" x 1.2" (386.7mm x 248.13mm x 30mm)	20.6" x 12.8" x 1.5" (523.8mm x 323.9mm x 37.8mm)
LCD Technology	Active matrix TFT LCD with LED backlight		
Display Technology	1280 x 800 (native) active matrix TFT LCD with LED backlight; Other resolutions supported	Full HD 1920 x 1080 (native) active matrix TFT LCD with LED backlight; Other resolutions supported	Full HD 1920 x 1080 (native) active matrix TFT LCD with LED backlight; Other resolutions supported
Aspect Ratio	16:10	16:9	16:9
Number of Colors	262,144	262,144	16.7 million
Brightness (typical)	LCD Panel 350 nits; with PCAP: 297.5 nits	LCD Panel 300 nits; with PCAP: 255 nits	LCD Panel 250 nits; with PCAP: 215 nits
Response Time (Tr + Tf) (typical)	25 ms	35 ms	14 ms
Viewing Angle (typical)	Horizontal: ±85°; Vertical: ±85°	Horizontal: ±80°; Vertical: ±80°	Horizontal: ±89°; Vertical: ±89°
Contrast Ratio (typical)	800:1	700:1	1000:1
Power Consumption (typical at 110V at 60Hz)	ON: 13W; SLEEP: 3.4W; OFF: 0.2W	ON: 16.5W; SLEEP: 4.0W; OFF: 0.2W	ON: 33.6W; SLEEP: 4.0W; OFF: 0.2W
Input Power	110VAC 60Hz or 230VAC 50Hz via Elo supplied power adapter (included)		
Weight	Unpackaged: 1.43 lbs (0.65 kg) Packaged: 4.4 lbs (2.0 kg)	Unpackaged: 2.9 lbs (1.3 kg) Packaged: 6.8 lbs (3.1 kg)	Unpackaged: 8.2 lbs (3.7 kg) Packaged: 13.8 lbs (6.3 kg)
Shipping Dimensions (WxHxD)	13.18" x 9.72" x 6.53" (335mm x 247mm x 166mm)	18.2" x 12.9" x 6.6" (463mm x 328mm x 170mm)	24.4" x 16.9" x 8.7" (620mm x 430mm x 220mm)
Mounting Options	75 x 75mm	100 x 100mm	100 x 100mm
Warranty	2 years standard. On-site exchange (U.S. only) and extended warranty (U.S. and EMEA) available		
Processor	Qualcomm® Snapdragon™ ARM A15, quad-core 1.7 GHz		
Memory (RAM)	2GB DDR3 RAM, 16GB EMMC Flash		
Connector	Wi-Fi 802.11 b/g/n; Bluetooth 4.0 (BLE) 1x RJ45 Ethernet. Cellular antennas included in the unit; 3G/4G Module (available separately)		
I/O Port	Micro HDMI output; Microphone; Micro SD slot; 3G/4G LTE (Micro SIM card holder); Audio output; Gigabit Ethernet; GPIO support; USB stick support		
AV capability	Front-facing HD webcam; Integrated Earphone Out with Microphone input; Stereo speakers		
Temperature	Operating: 32°F to 104°F (0°C to 40°C); Storage: -4°F to 122°F (-20°C to 50°C)		
Humidity (non-condensing)	Operating: 20%-80%; Storage: 10%-95%		
Regulatory Approvals	Wi-Fi only Models: UL, FCC - Class A, cUL, IC, CB, CE - Class A, CCC, SRRC, EAC, VCCI, MIC Cellular Models: UL, FCC, CB, CE - Class A, PTCRB, GCF		
What's in the Box	I-Series Touchscreen, Power Brick 19V/65W, North America power cable, EU/KR power cable, 2X cable clips, 2X screws for cable clips		

*See dimensional drawings for details

EloView® Features

EloView Portal	<ul style="list-style-type: none"> Log in and manage accounts Remote set up 	<ul style="list-style-type: none"> Application delivery Control of ON/OFF
EloView Device Client	<ul style="list-style-type: none"> Lock screen to kiosk mode Automatically play scheduled app 	<ul style="list-style-type: none"> Lock control buttons (HOME and POWER) Control panel accessible via password that allows network set up and local device settings

Ordering Information

Part Number	Description	Connectivity Type	Touch Technology	Surface Treatment
E021014	ESY10I1-2UWA-0-NA-GY-G	Wi-Fi/Ethernet	PCAP	Clear
E516738	ESY10I1-2UWA-0-AN-GY-M	Wi-Fi/Ethernet with AT&T Cellular	PCAP	Clear
E021574	ESY10I1-2UWA-0-AN-GY-M-VF	Wi-Fi/Ethernet with Vodafone Cellular	PCAP	Clear
E021201	ESY15I1-2UWA-0-AN-GY-G	Wi-Fi/Ethernet	PCAP	Clear
E021767	ESY15I1-2UWA-0-AN-GY-G-M	Wi-Fi/Ethernet with AT&T Cellular	PCAP	Clear
E541788	ESY15I1-2UWA-0-AN-GY-G-M-VF	Wi-Fi/Ethernet with Vodafone Cellular	PCAP	Clear
E021388	ESY22I1-2UWA-0-AN-GY-G	Wi-Fi/Ethernet	PCAP	Clear
E021970	ESY22I1-2UWA-0-AN-GY-G-M	Wi-Fi/Ethernet with AT&T Cellular	PCAP	Clear
E541994	ESY22I1-2UWA-0-AN-GY-G-M-VF	Wi-Fi/Ethernet with Vodafone Cellular	PCAP	Clear

To find out more about our extensive range of Elo touch solutions, go to elotouch.com, or call the office nearest you.

North America

Tel +1 408 597 8000
Fax +1 408 597 8050
customerservice@elotouch.com

Europe

Tel +32 (0)16 70 45 00
Fax +32 (0)16 70 45 49
elosales@elotouch.com

Asia-Pacific

Tel +86 (21) 3329 1385
Fax +86 (21) 3329 1400
www.elotouch.com.cn

Latin America

Tel 786-923-0251
Fax 305-931-0124
www.elotouch.com

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Overview

CueServers are powerful lighting control and show playback processors designed to be completely self-contained and extremely cost effective. Available in a series of models, these powerhouse controllers provide limitless solutions to the lighting professional.

The CueServer 2 Mini (CS-920) is the smallest of the CueServer 2 models and is housed in a rugged anodized aluminum enclosure suitable for desktop use or panel, DIN, or truss mounting using optional bracket kits.

The CueServer 2 Mini can output shows utilizing up to 16,384 channels and features two built-in modular DMX slots that are user-configurable with any of seven available port modules. These interchangeable modules allow CueServer 2 Mini to be customized for different installation environments eliminating the need for external adapters.

CueServer 2 Mini also features two user-definable function buttons with RGB indicators, two contact closure inputs, two low-voltage digital outputs, a serial port, and stereo audio output.

Features

- Completely self-contained lighting playback, architectural processor, and DMX fade engine
- Seamless handling of Cue Lists, Presets, and Streams
- Control of up to 32 universes of DMX or 32 Independent playback timelines
- Dynamic patching of up to 16,384 channels to 128 separate sACN, Art-Net, or KINET universes
- Flexible module-based bi-directional DMX ports for custom jack configurations
- Front-panel configurable function buttons with RGB indicator LEDs
- Creation of lighting scenes directly or capture from external sources
- Powerful CueScript scripting language
- Real-Time clock with astronomical and calendar events
- Built-in web server for hosting custom interactive web pages
- Multi-show storage on removable microSD memory card
- System Integration via Ethernet, Serial, Digital I/O, and Audio
- Compatible with CueStation buttons and CueTouch touchscreens
- Easy interfacing with Crestron, AMX, Vantage, Control 4, Medialon, Savant and other automation systems
- Native programming environment for both Mac and Windows
- Small anodized aluminum enclosure with optional brackets



CS-920
CueServer 2 Mini



Front Side
(w/Optional 5-Pin XLR Male Module)



Rear Side
(w/Optional 5-Pin XLR Female Module)



Optional DMX Modules

Applications

- Commercial or Residential
- Architectural or Entertainment Lighting
- Themed Entertainment Venues
- Cruise Ships
- Museums
- Broadcast Studios
- Water Fountains
- Trade Shows
- Building Management

Awards

CueServer 2 has received the following awards:

- LDI 2014 Lighting Control Product of the Year
- PLASA 2014 Member's Choice Product of the Year

Specifications

Feature	Detail	Description	
Installable Options	DMX Channels	512 Channels Up to 16,384 Channels may be licensed	
Capacity (per Show)	Universe Patching	128 sACN, Art-Net, or KINET universes	
	Playbacks	Up to 32, depending on number of Channels †	
	Cues	1,000,000 per Cue Stack*	* Note: These parameters may be limited by available SD Card storage space
	Cue Stacks	Unlimited*	
	Groups	100,000*	
	Macros	100,000*	
	Global Rules	1,000*	
	Timer Events	1,000*	
	External Button Stations	1,000*	
	Audio Clips	Unlimited*	
Web Content	Unlimited*		
Protocols	Ethernet	UDP, TCP, HTTP, TELNET, NTP, Streaming ACN (sACN), Art-Net, KINet v1/v2, CueScript, CueStation	
	Serial	User-Defined ASCII, CueScript, CueStation	
Connections	Power	2.1mm DC Power Input Jack	
	Network	RJ45 10/100 Base-T Ethernet	
	DMX	(2x) Bi-directional DMX module slots for custom configuration of preferred jack type	
	I/O	8-Position Pluggable Terminal Block for 2 Contact Closure Inputs, 2 Low-Voltage Digital Outputs, RS-232 Serial Port and Auxiliary 5VDC Output (200mA Max)	
	Audio	3.5mm (1/8") Audio Jack for stereo audio output	
	USB	(1x) Type-A USB Host Port (1x) Micro-B USB Device Port	
User Interface	Function Buttons	(2x) User-Defined Function Buttons with RGB LEDs	
Power	Input	12-24VDC, 7 Watts	
Memory	Removable Card	Micro SD (FAT32 formatted cards up to 2TB)	
Real Time Clock	Type	Battery-backed, 1 second resolution, less than +/-5ppm drift	
	Synchronization	Automatic using Network Time Protocol (NTP)	
	Event Triggers	Time of day, day of week, day of month, week of month, year, date range, astronomical time (relative to sunrise or sunset +/- specified offset)	
Physical	Width	4.27" (109 mm) without mounting brackets 4.81" (122 mm) with vertical mounting bracket 5.13" (130 mm) with vertical DIN mounting bracket 6.15" (156 mm) with horizontal mounting brackets	
	Length	3.43" (87 mm)	
	Height	1.77" (45 mm)	
	Weight	0.7 lbs. (0.32 kg)	
Environmental	Operating Temperature	-13° to 158° F (-25° to 70° C)	
	Storage Temperature	-40° to 176° F (-40° to 80°C)	
	Humidity	5 to 95%, non-condensing	
	Altitude	10,000 feet maximum	

† The number of channel universes times the number of playbacks must be 32 or less.

Ordering

CueServer 2

- CS-920** **CueServer 2 Mini**
Includes CueServer 2 Mini with power supply, two empty DMX module slots, terminal block, and 512 channel license
- CS-920-AUST** *Same as above w/Australian PSU*
- CS-920-EURO** *Same as above w/UK-Euro PSU*
- CS-UNIV** **CueServer 2 Additional Universe License**
Adds one additional universe of channels (maximum 32)

Optional DMX Modules

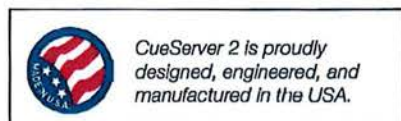
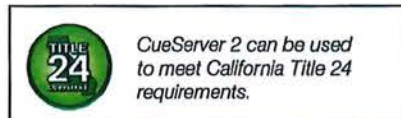
- CS-MOD-X5F** **5-Pin XLR Female Module**
- CS-MOD-X5M** **5-Pin XLR Male Module**
- CS-MOD-X3F** **3-Pin XLR Female Module**
- CS-MOD-X3M** **3-Pin XLR Male Module**
- CS-MOD-RJ45** **Ethercon RJ45 Module**
- CS-MOD-TB-ST** **Terminal Block Module w/Screw Terminals**
- CS-MOD-TB-IDC** **Terminal Block Module w/IDC Terminals**
- CS-MOD-BLANK** **Blank Module Cover**

Optional Mounting Bracket Kits

- AX-BR-HMK** **Horizontal Mounting Kit**
- AX-BR-HDK** **Horizontal DIN Rail Kit**
- AX-BR-VMK** **Vertical Mounting Kit**
- AX-BR-VDK** **Vertical DIN Rail Kit**

Software

CueServer Studio 2
Programming software for CueServer 2 for both Mac OS X and Windows may be downloaded for free from www.interactive-online.com





ITEM G

Project Installations: Arenas*

Professional

Amway Center 
NBA
Orlando, Florida

AT&T Center 
NBA, WNBA, AHL
San Antonio, Texas

Bankers Life Fieldhouse 
NBA
Indianapolis, Indiana

Barclays Center
NHL
Brooklyn, New York

Coliseo de Arecibo
Arecibo, Puerto Rico

FedEx Forum 
NBA
Memphis, Tennessee

Golden 1 Center 
NBA
Sacramento, California

Honda Center 
NHL
Anaheim, California

Madison Square Garden
NHL
New York, New York

Nationwide Arena 
NHL
Columbus, Ohio

Nottingham Ice Arena
Nottingham, England

Philips Arena 
NBA
Atlanta, Georgia

PNC Arena 
NHL, NCAA
Raleigh, North Carolina

PPG Paints Arena
NHL
Pittsburgh, Pennsylvania

Prudential Center
NHL, MISL, NCAA
Newark, New Jersey

Quicken Loans Arena 
NBA
Cleveland, Ohio

Rogers Arena 
NHL
Edmonton, Alberta, Canada

SAP Center 
NHL – Working Lighting
San Jose, California

Scotiabank Saddledome
Calgary, Alberta, Canada

Scottrade Center 
NHL
St. Louis, Missouri

Stockton Arena
Stockton, California

TD Garden 
NBA, NHL
Boston, Massachusetts

T-Mobile Arena 
NCAA & NHL
Las Vegas, Nevada

Toyota Center
NBA, WNBA, IHL
Houston, Texas

Capital One Arena 
NBA, NHL, NCAA
Washington, D.C.

Wells Fargo Center 
NBA/NHL
Philadelphia, Pennsylvania

Xcel Energy Center 
NHL
Saint Paul, Minnesota

Gila River Arena 
NHL
Glendale, Arizona

Chesapeake Energy Arena 
NBA
Oklahoma City, Oklahoma

American Airlines Center 
NBA, NHL
Dallas, Texas

Civic / Multi-Purpose

Bangor Arena
Bangor, Maine

Denny Sanford Premier Center 
Sioux Falls, South Dakota

Evansville Arena
Evansville, Indiana

Fargo Dome
Fargo, North Dakota

Iowa Event Center
Wells Fargo Arena 
Des Moines, Iowa

Lanxess Arena 
Cologne, Germany

Louisville Waterfront Arena
Louisville, Kentucky

Mandalay Bay Event Center 
Las Vegas, Nevada

Manchester Arena** 
Manchester, United Kingdom

O2 World
Berlin, Germany

Ontario Convention Center
Ontario, California

Orleans Arena 
Las Vegas, Nevada

PPL Center 
Allentown, Pennsylvania

Richard Berry Center** 
Cypress, Texas

Royal Arena 
Copenhagen, Denmark

Sprint Center
Kansas City, Missouri

The O2 Arena
Greenwich, London, United Kingdom

Project Installations: Arenas*


Collegiate


Arizona State University
Wells Fargo Arena 
Tempe, Arizona

Boston College
Conte Forum 
Boston, Massachusetts

Clemson University
Little John Coliseum 
Clemson, South Carolina

Florida Gulf Coast University 
Alico Arena
Fort Myers, Florida

Iowa State University 
Hilton Coliseum
Ames, Iowa

Kansas State University 
Bramlage Coliseum
Manhattan, Kansas

Liberty University 
Vines Center
Lynchburg, Virginia

Lincoln Haymarket Arena
Lincoln, Nebraska

Michigan State University
Munn Ice Arena 
East Lansing, Michigan

Ohio State University
Value City Arena
Columbus, Ohio


Oregon State University
Gill Coliseum** 
Corvallis, Oregon


Penn State University
Pegula Ice Arena
University Park, Pennsylvania


Rutgers University
Louis Brown Athletic Center 
Piscataway, New Jersey

UCLA
Pauley Pavilion
Los Angeles, California

University of Arizona 
McKale Center
Tucson, Arizona

University of Arkansas
Barnhill Arena
Bud Walton Arena 
Fayetteville, Arkansas

University of Denver 
Magness Arena
Denver, Colorado


University of Iowa
Carver Hawkeye Arena 
Iowa City, Iowa

University of Michigan
Crisler Arena
Ann Arbor, Michigan

University of Missouri
Kansas City Municipal Auditorium 
Kansas City, Missouri

University of Missouri
Mizzou Arena
Columbia, Missouri

University of North Carolina
Carmichael Auditorium
Dean Smith Center
Chapel Hill, North Carolina

University of North Dakota
Betty Engelstad Sioux Center 
Grand Forks, North Dakota

University of Northern Iowa
Cedar Falls, Iowa

University of Notre Dame
Purcell Pavilion 
Notre Dame, Indiana

University of Oregon
Eugene, Oregon

University of Richmond
Robins Center 
Richmond, Virginia

University of Southern California
Galen Center
Los Angeles, California



University of South Carolina
Colonial Center
Columbia, South Carolina


University of Texas
Frank Erwin Center
Austin, Texas

University of Virginia
Charlottesville, Virginia

USF Sun Dome
Tampa, Florida

Illinois State University 
Redbird Arena
Normal, Illinois

University of South Alabama 
Mitchell Center
Mobile, Alabama
University of Virginia 
John Paul Jones Arena
Charlottesville, Virginia

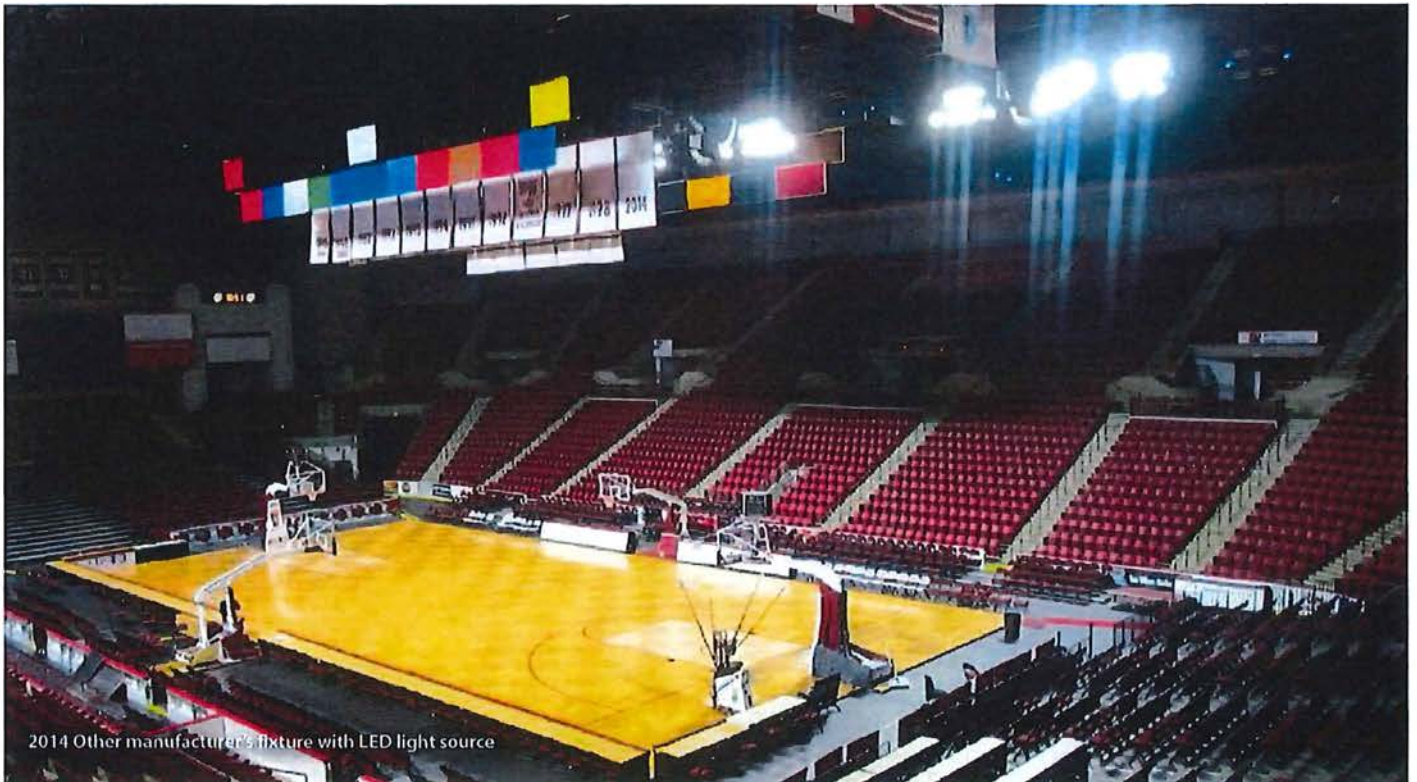
University of South Dakota 
Sanford Coyote Sports Center
Vermillion, South Dakota

Musco: what can be



2013 Musco SportsCluster Green™ System with LED light source
University of Richmond, Robins Center - Richmond, Virginia, USA

What often is



2014 Other manufacturer's fixture with LED light source

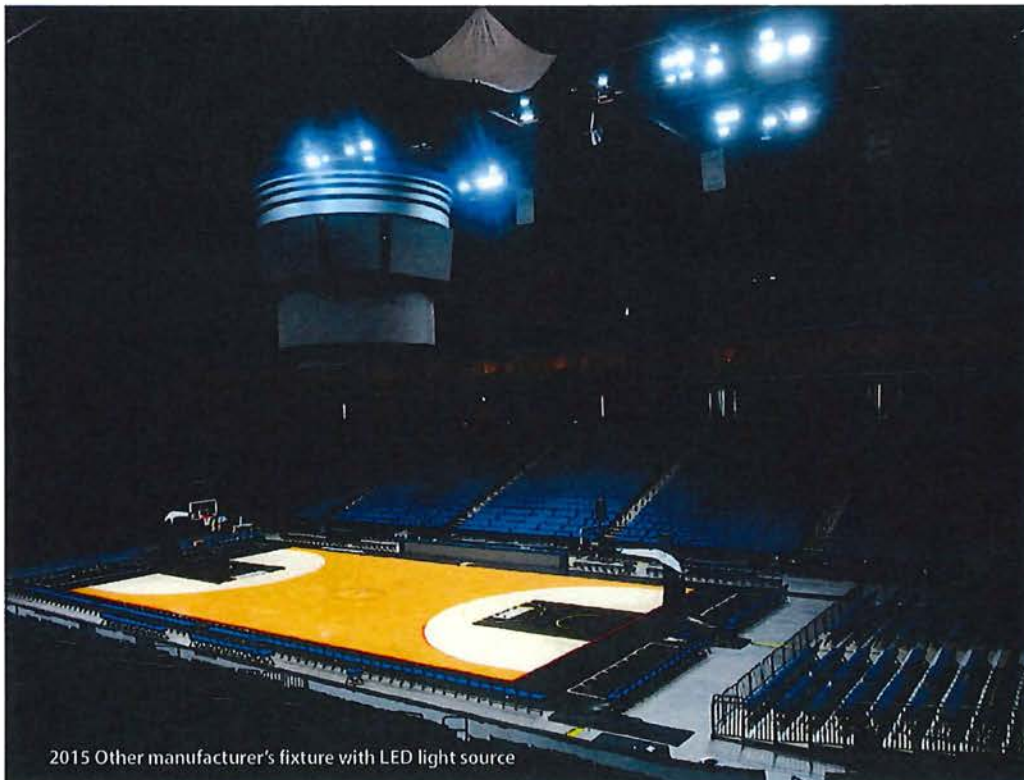
©2016 Musco Sports Lighting, LLC - M-2040-en04-1

Musco: what can be



2016 Musco SportsCluster Green™ System with LED light source
Iowa Events Center · Des Moines, Iowa, USA

What often is



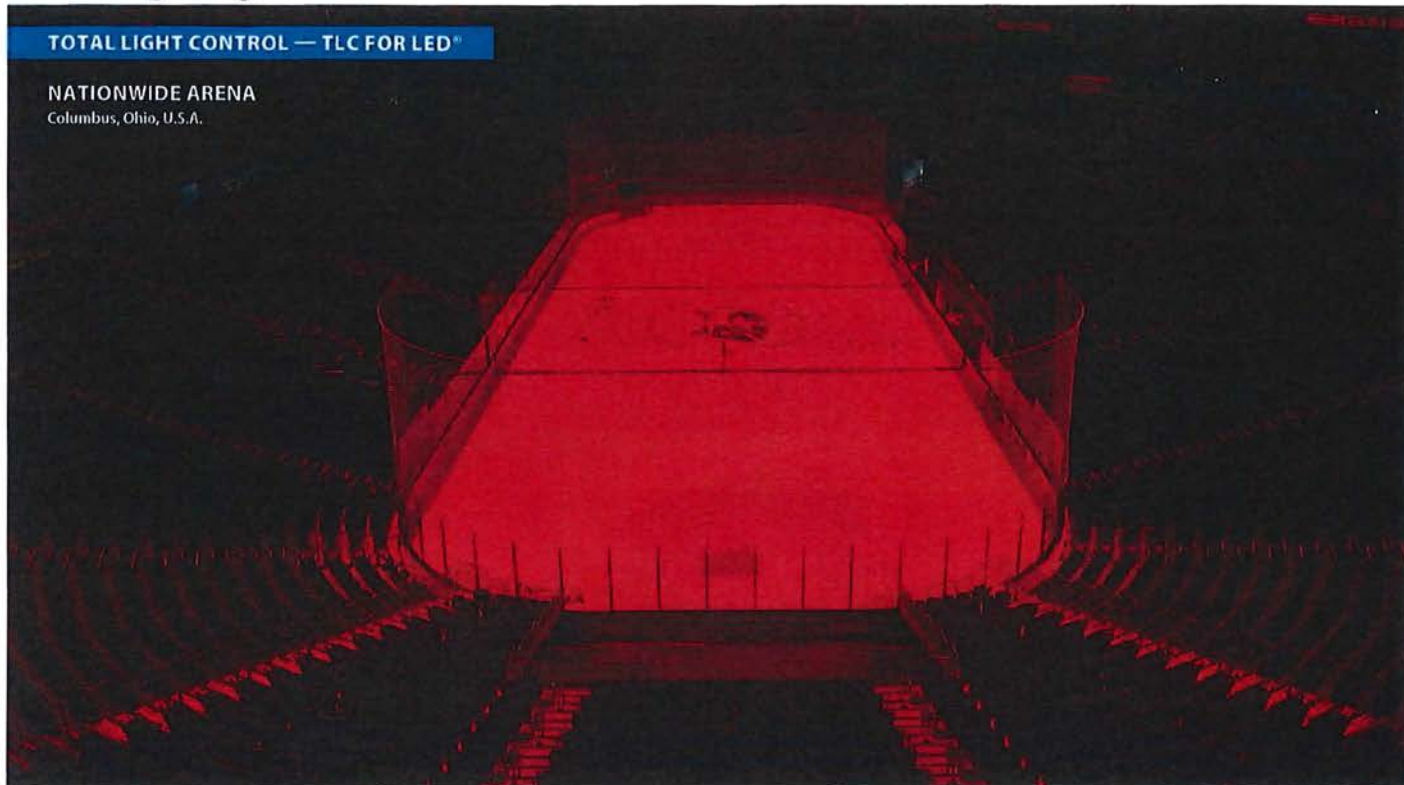
2015 Other manufacturer's fixture with LED light source

Lighting Comparison

Musco Lighting

TOTAL LIGHT CONTROL — TLC FOR LED®

NATIONWIDE ARENA
Columbus, Ohio, U.S.A.



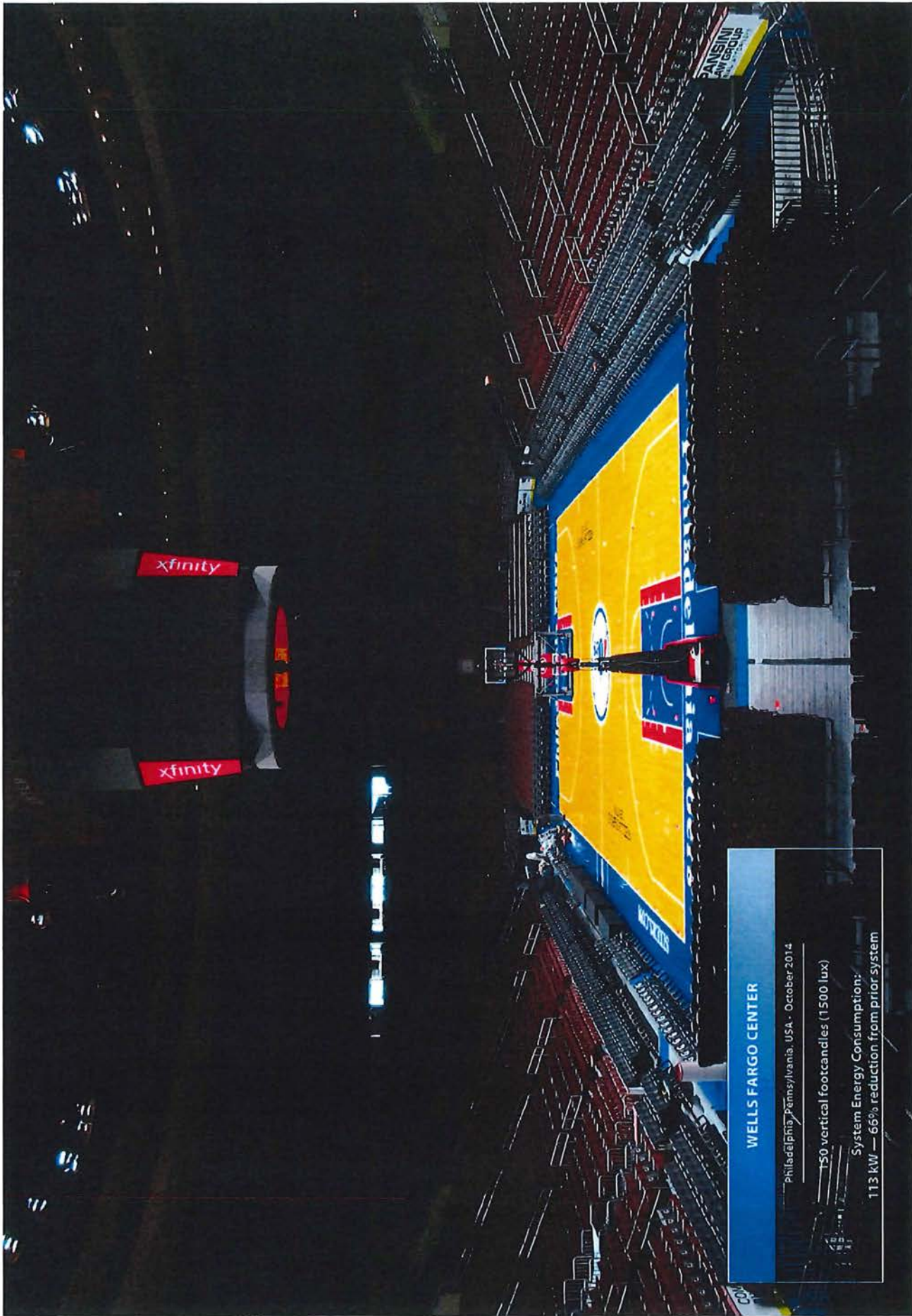
Other Lighting Manufacturer



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Solutions for Lighting · TLC for LED®



WELLS FARGO CENTER

Philadelphia, Pennsylvania, USA • October 2014

150 vertical footcandles (1500 lux)

System Energy Consumption:

113 kW — 66% reduction from prior system

©2014 Musco Sports Lighting, LLC • 165143 - M-1836-enUS-1



LED Light Source



QUICKEN LOANS ARENA
Cleveland, Ohio, USA

230 horizontal footcandles (2300 lux)
145 vertical footcandles (1450 lux)

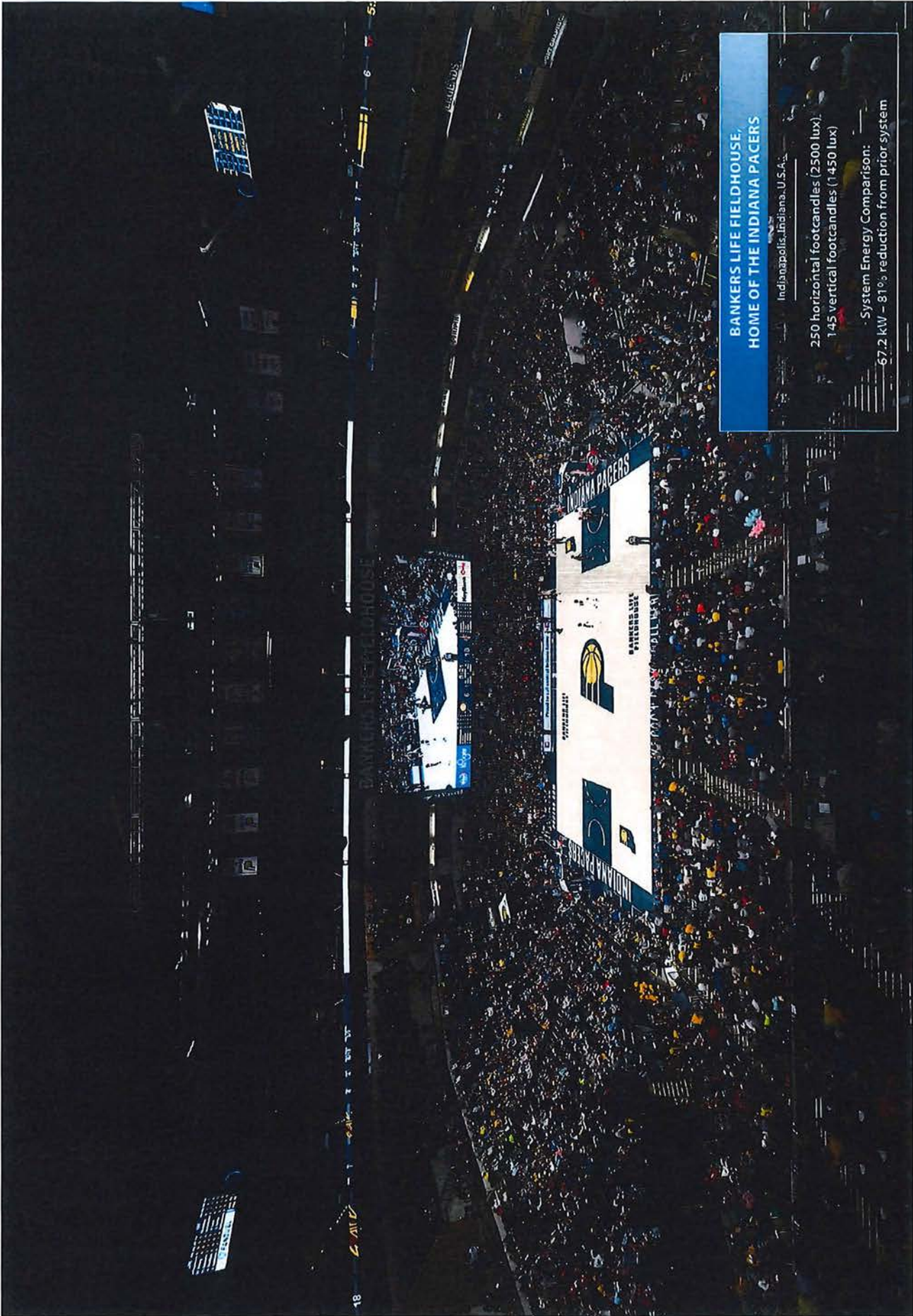
System Energy Comparison:
60.8 kW - 54% reduction from prior equipment



©2017 Musco Sports Lighting, LLC · 165883 · M-2272-enUS-1 · Golden 1 Center — Home of the Sacramento Kings NBA — Sacramento, California, USA



LED Light Source



**BANKERS LIFE FIELDHOUSE,
HOME OF THE INDIANA PACERS**

Indianapolis, Indiana, U.S.A.

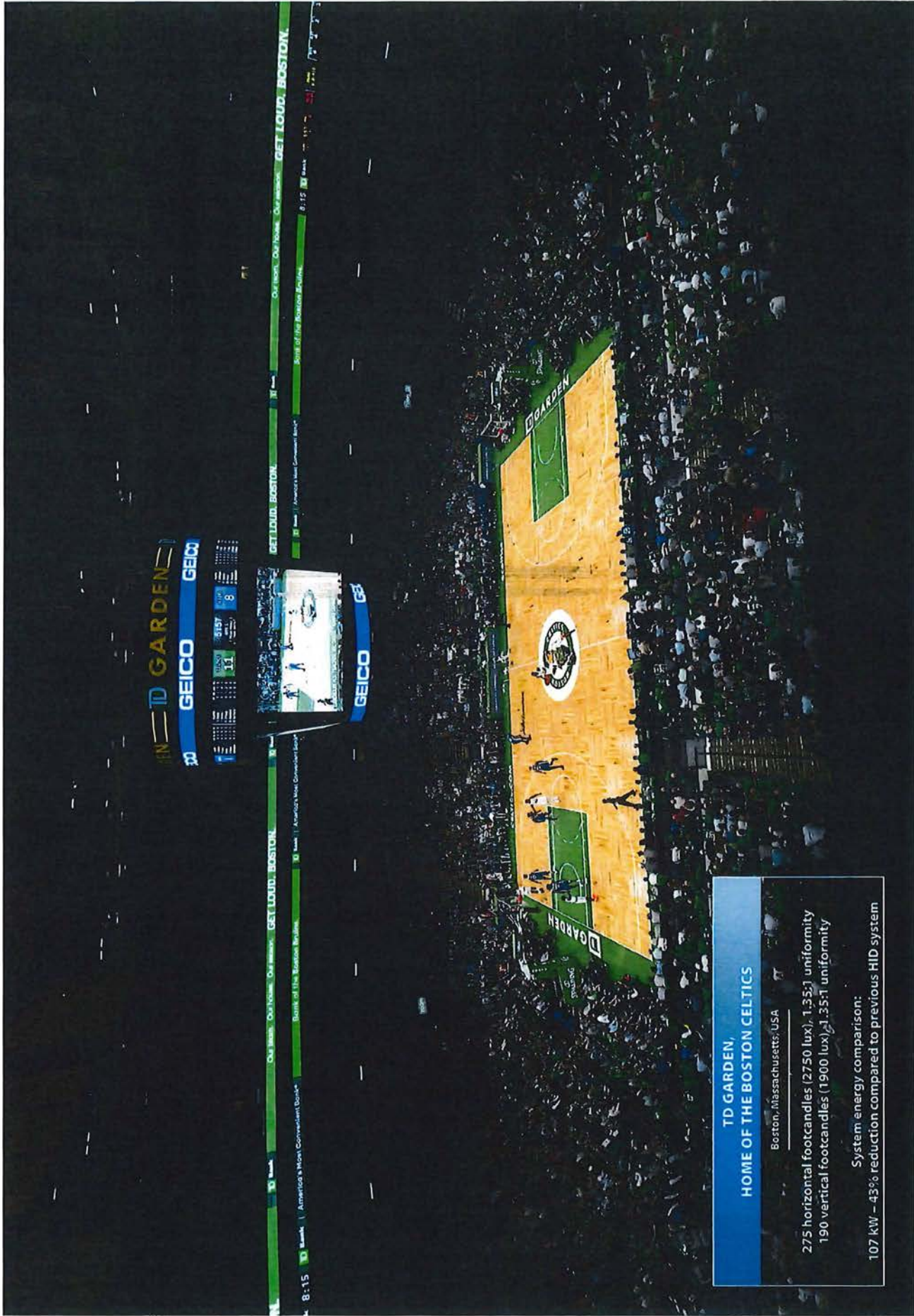
250 horizontal footcandles (2500 lux)
145 vertical footcandles (1450 lux)

System Energy Comparison:
67.2 kW - 81% reduction from prior system

©2018 Musco Sports Lighting, LLC - 179109 - M-2562-en04-1 - *Energy reduction comparison for court lighting for both systems



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**TD GARDEN,
HOME OF THE BOSTON CELTICS**

Boston, Massachusetts, USA

275 horizontal footcandles (2750 lux), 1.35:1 uniformity
 190 vertical footcandles (1900 lux), 1.35:1 uniformity

System energy comparison:
 107 kW – 43% reduction compared to previous HID system

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Solutions for Lighting · TLC for LED®

FEDEX FORUM, HOME OF THE MEMPHIS GRIZZLIES

Memphis, Tennessee, U.S.A.



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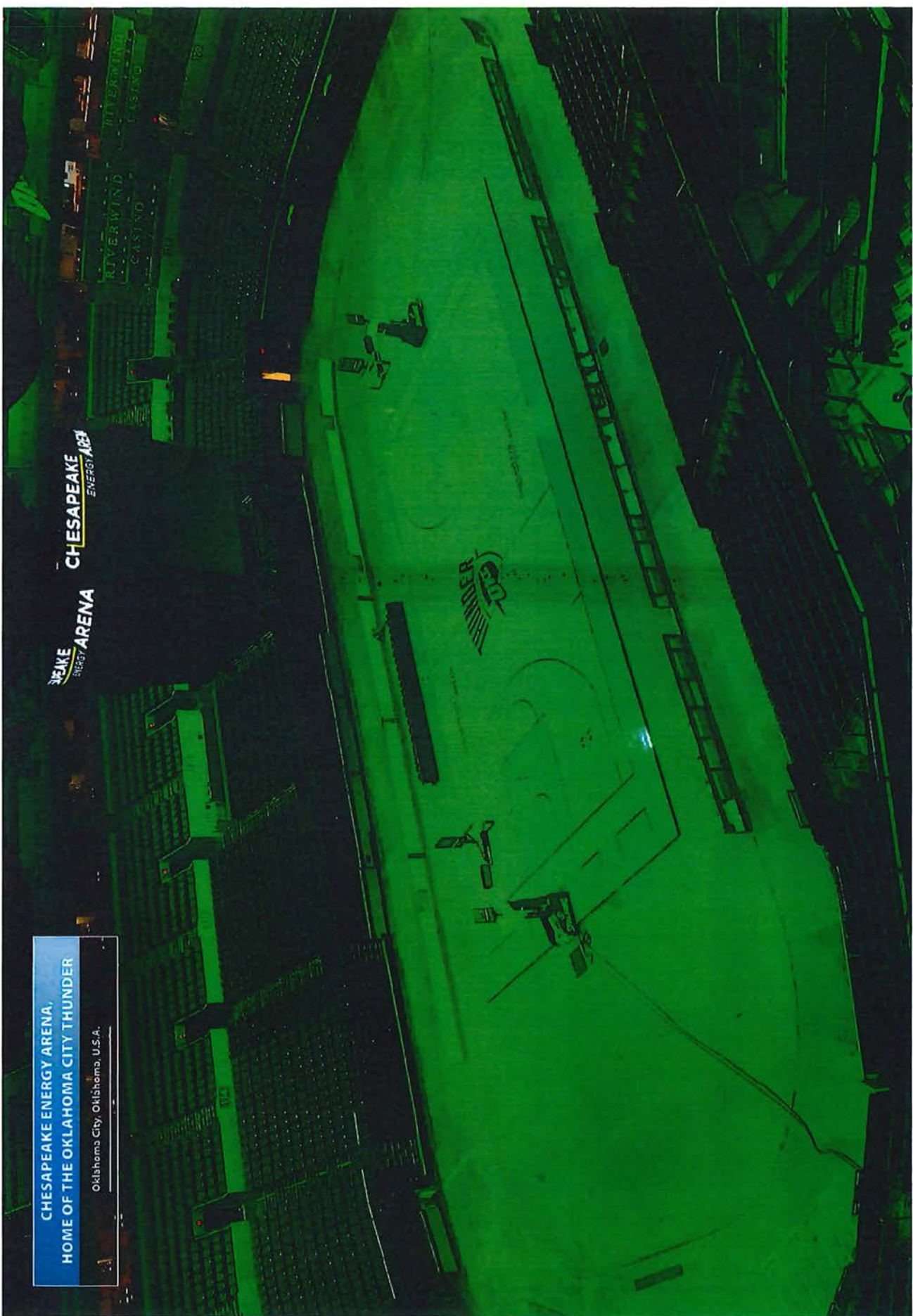
CAPITAL ONE ARENA,
HOME OF THE WASHINGTON WIZARDS
Washington D.C., U.S.A.

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CHESAPEAKE ENERGY ARENA,
HOME OF THE OKLAHOMA CITY THUNDER
Oklahoma City, Oklahoma, U.S.A.



CHESAPEAKE ENERGY ARENA

RIVERWIND CASINO
HILVERHILL LISTING

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GENERAL SPECIFICATIONS
Sports Lighting and Control

1. GENERAL NOTICE

- 1.1 The West Haymarket Joint Public Agency, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s), for all material and labor associated with the purchase and installation of sports lighting package including controls located at Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, Nebraska 68508.
 - 1.1.1 Project includes removal of all current lighting.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications and other bid documents.
 - 1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 Vendor shall maintain existing functions at the facility and protect the general public, employees, and buildings against damage during all portions of the project.
 - 1.4.1 Any damage done to the surrounding area which is not part of this installation will be immediately repaired by the Vendor at no charge to the Owners.
 - 1.4.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area.
- 1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
- 1.6 A performance/payment bond in the full amount of the contract will be required at time of contract award to be in effect for the term of the warranty on the installed equipment.
- 1.7 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Department.
 - 1.7.2 To register:
 - 1. Go to the City of Lincoln website – www.lincoln.ne.gov;
 - 1. Type 'bid' in search box;
 - 2. Click on "supplier registration";
 - 3. Follow instructions to completion.
- 1.8 All general inquiries regarding these Specifications or other bid documents shall be directed via e-mail request to Bob Walla, Purchasing Agent (rwalla@lincoln.ne.gov).
 - 1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as electronic addenda.
 - 1.8.2 All inquiries must be submitted to the Purchasing Office five (5) calendar days prior to the bid close.
 - 1.8.3 Vendors are not allowed to discuss this bid with any Owner employee, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.
 - 1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
 - 1.8.3.2 Requests for a substitute or deviation from the Specifications or other bid documents must be submitted to the Purchasing Agent prior to five (5) calendar days before bid close.
- 1.9 Work may be performed at the job site during operating hours which are from 8am -5pm, Monday - Friday. Work outside of these days and times shall be subject to approval of the Owner.

- 1.10 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.11 Payment will be made upon completion of installation and approval by the Owner's Representative.
- 1.12 The Owner's Representative for this project will be Tom Lorenz, General Manager, Pinnacle Bank Arena.
- 1.13 The Project Manager for this project will be Ryan Weiss, Director of Operations, Pinnacle Bank Arena.
- 1.14 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
- 1.15 A performance/payment bond in the full amount of the contract will be required at time of contract award to be in effect for the term of the warranty on the installed equipment.
- 1.16 A prebid meeting will be held Tuesday January 14, 2020 at 2:00pm at the Pinnacle Bank Arena, 400 Pinnacle Arena Drive, Lincoln, NE. Meet at Ticket Office entrance on South side of building.

2. VENDOR INSURANCE

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

3. QUALIFICATIONS OF THE BIDDER

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

4. REMOVAL, DISPOSAL AND SITE RESTORATION

- 4.1 All existing light fixtures and drivers must to be removed in a manner which will allow for resale of the fixtures, drivers and bulbs as surplus property for future use by potential buyers. All existing fixtures will be staged at the PBA loading dock prior to removal from site.

5. PROJECT REQUIREMENTS

- 5.1 Vendors shall bid the products listed in the Ebid Line Items according to the specifications and drawings provided in the Ebid system.
- 5.2 All equipment being bid must be new.
- 5.3 Controls and fixtures must meet NCAA lighting standards and broadcast level B, anything less will not be acceptable and bid will be rejected.

- 5.4 The Vendor is responsible for obtaining and paying all fees and charges associated with permits or licenses required to complete the work for this project except for permit fees identified to be paid by the Owner.
- 5.5 Vendors will be given a location to park vehicles and stage equipment during the term of the project.
 - 5.5.1 The Owners shall not be liable for any damage or loss which may occur if the Vendor stages materials on the job site.
- 5.6 Vendor takes full responsibility for all their employees and any sub Vendors who are hired to work on the project.
- 5.7 Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- 5.8 The primary goals of this sports lighting project are:
 - 5.8.1 **Guaranteed Light Levels:** Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of ten (10) years.
 - 5.8.2 **Environmental Light Control:** It is the primary goal of this project to minimize glare to the players and spectators. The LED design should provide better control than a good HID design.
 - 5.8.3 **Life-cycle Cost:** In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 5.8.4 **Control and Monitoring:** To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Owner should be proactively monitored to detect luminaire outages over the full life of the provider's production and installation warranty. All communication and monitoring costs for the term of the warranty period shall be included in the bid from the winning vendor.
 - 5.8.5 Owner prefers a long-term warranty of 10-years, for the LED & Control Technology.

6. LED SPORTS LIGHTING PERFORMANCE

- 6.1 **Illumination Levels and Design Factors:** Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Basketball Horizontal	200fc	1.5:1	60	10'x10'
Basketball Main Camera	145fc	1.5:1	60	10'x10'
Basketball End Camera	100fc	2.5:1	60	10'x10'
Extended Floor Red Light	4fc	2:1	270	10'x10'
Lower Bowl Red	4fc	10:1	467	10'x10'

Light				
Upper Bowls Red Light	2fc	N/A	N/A	10'x10'

- 6.2 Obstruction Compensation: To achieve the illumination and uniformity design levels required, the manufacturer's design calculations and fixture aiming positions must compensate for miscellaneous obstructions, equipment sound system speakers, center hung video boards, mechanical ducts, roof support cross bracing, etc.
- 6.3 Mounting Heights: Fixtures shall be mounted in the locations shown on the bid drawings.

7. SPORTS LIGHTING SYSTEM CONSTRUCTION

- 7.1 Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, drivers, and other enclosures shall be factory assembled, aimed, wired and tested.
 - 7.1.1 Durability: The lighting system, including all mounting brackets, shall be powder-coat painted for protection. All mounting brackets are to be made of steel construction. Only stainless steel or zinc plated steel hardware is allowed.
 - 7.1.2 Lighting shall meet NCAA standards, broadcast level B, anything less will not be acceptable.
 - 7.1.3 System Description: Lighting system shall consist of the following:
 - 7.1.4 TLC-LED-TW Lamp Technology Sports Lighting Fixtures. Minimum of 10,000 hour lamp life, instant on/off capabilities, and DMX Dimming Capabilities. Dimming interface shall be via a hard wire connection. Wireless controls not permitted.
 - 7.1.5 Fixtures must have internal optic control and external visors to minimize glare in the seats and on the event floor. Fixture wattage shall not exceed 650 watts and maximum design lumen output shall be 58,000 lumens per fixture to ensure adequate glare control.
 - 7.1.6 Color Temperature of 4,500 Kelvin or greater and 80 CRI.
 - 7.1.7 Fixture Operating Temperature Range of -30 Degrees C to 40 Degrees C. Maximum Junction Temperature of the diodes shall be 90 Degrees C.
 - 7.1.8 Fixtures shall use remote electronic drivers with an efficiency of 95% or greater. Integral driver fixtures are not acceptable. Remote driver enclosures shall be mounted on the catwalk or in an electrical room or location as shown on the electrical plans. Each enclosure shall house drivers, fusing, and associated wiring.
 - 7.1.9 Secondary Wiring: Wiring from the remote driver to the fixture shall be 1000V rated and meet all local electrical codes.
 - 7.1.10 Custom Mounting Hardware: Manufacturer shall provide all design work, brackets, and hardware for mounting the lighting system to the facility's structural steel. Fixture mounting brackets must be customized to the structure to ensure a clean appearance and quick installation.
 - 7.1.11 All fixtures must come with a three (3) foot whip for plug and play between each fixture.
 - 7.1.12 Safety: All system components shall be UL listed for the appropriate application.
 - 7.1.13 Gateway cabinet to connect lighting system to DMX
- 7.2 **Electrical Needs and Power Requirements for the Sports Lighting Equipment:**
 - 7.2.1 Vendor shall remove all existing lighting fixtures from the catwalk in a clean manner in order for the City of Lincoln to properly resell the existing fixtures.
 - 7.2.1.1 Vendor must provide a price to remove all current lighting fixtures.
 - 7.2.1.2 Total amount of fixtures being removed – 182

- 7.2.2 Vendor shall install new lighting fixtures per the instruction of sports lighting Vendor.
 - 7.2.2.1 Vendor must provide a price to install all new lighting fixtures at a per fixture rate.
 - 7.2.2.2 Estimated amount of fixtures to be installed – 130
- 7.2.3 Maximum total voltage drop: Voltage drop to the remote enclosures shall not exceed three (3) percent of the rated voltage.
- 7.2.4 Electrical work may be done in-house and subcontracted out to local vendors.
 - 7.2.4.1 Vendor must provide pricing for installing all fixtures in the bid.
- 7.2.5 Owner requests that Vendor Receives materials, Inventories materials and stores all materials provided by the Dimming and Control System Provider until installation is scheduled to begin at Pinnacle Bank Arena. Owner will entertain requests by Vendor to assist in storing some materials on site prior to installation dependent on arena schedule and space availability.
- 7.2.6 Install all components as instructed by the Manufacturer's approved submittal drawings, and in accordance with all applicable codes and as coordinated with the Dimming and controls equipment supplier.
- 7.2.7 Pull all Dimming and Control Supplier Belden Style low voltage control wire as instructed, provide and pull #14AWG Green Stranded as required.
- 7.2.8 Any DMX or 0-10V wiring between fixtures and their terminations are the full responsibility of the electrical Vendor, it is also the responsibility of the electrical Vendor to coordinate the method of which this wire is terminated with the fixture manufactures representatives.
- 7.2.9 It is the responsibility of the electrical Vendor or the manufacture representative to install the addressing to any/all DMX fixtures, this shall be installed and tested prior to the startup technician for the Dimming and control system arrive on site for set up.
- 7.2.10 Intercept or provide new power and emergency wiring as needed for the systems and terminate in panels as required.
- 7.2.11 Remove/replace dimmer and/or relay panels in their existing locations.
- 7.2.12 Coordinate system start up with the Dimming and Control project manager to occur in three (3) start-up sessions as needed for completion of the project. Each start-up requires a three (3) week notice for scheduling purposes.
- 7.2.13 Verify that any/all required addressing tools as needed are provided as part of this project, and instruct the owner in the address of fixtures as part of training.

7.3 **Lighting Control**

- 7.3.1 Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- 7.3.2 Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- 7.3.3 Dimming: Advanced control for a full range of theatrical effects and dimming. System shall provide trouble-free communication interface to allow DMX control. Provide DMX touchscreen panel controller, and/or other optional controllers with the capability to dim banks of lights individually.
- 7.3.4 Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs. The owner may assign various security levels to schedulers by function and/or events. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all events to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- 7.3.5 Remote Monitoring System: System shall have capability to remotely diagnosis any individual driver outage and detect remotely power loss to the fixtures.
- 7.3.6 Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS and Android devices.
- 7.3.7 Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the lighting system that is readily accessible to the owner.
 - 7.3.7.1 Cumulative hours shall be tracked to show the total hours used by the facility.
 - 7.3.7.2 Report hours saved by using early off and push buttons by users.
- 7.3.8 Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of ten (10) years.
- 7.3.9 One (1) Master Control Cabinet with Gateway to provide interface to DMX show system.
- 7.3.10 One (1) ETC Mosiac DMX control system with three (3) touchscreens to provide show controller and basic effects. One of the touchscreens must be a larger touchscreen provided in our NE vom.
- 7.3.11 One (1) CueServer 2 Mini to provide audio effects. Three (3) songs to the beat of music must be included in programing.
 - 7.11.1 Vendor must provide an additional option to program ten (10) additional songs to the beat of music in the future.
- 7.3.12 One (1) Lighting Contactor Cabinet.
- 7.3.13 Control systems shall integrate into BACnet controls for interface and implementation of demand limiting sequences. Demand limiting prioritized sequences shall be programmed at the time of implementation to slowly dim assigned fixtures and control zones during in order or precedence during periods of anticipated high demand. Demand limiting shall be assigned targeted wattages or percentage of total lighting power for each priority.
- 7.3.14 Lighting control systems shall be fully licensed. Five (5) individual operating licenses shall be provided to facility operators. Software ongoing upgrades or integration accessories shall have no additional charge associated outside of the proposal.
- 7.3.15 A new lighting control system to operate all sports, house, work, lighting control fixtures, aisle, and suite lights. Bowl lighting shall be fully DMX controlled and interact with arena lighting control system to set coordinating scenes for all areas in the bowl. Other bowl area lights this lighting control must control is all down aisle lights, theatrical lighting used during Husker Basketball games and signage. Note: We would like the capability to allow for additional areas to be installed into the system when needed.
- 7.3.16 Lighting control needs to have the capability of tying into a hog system. The hog is mainly used during men's and women's basketball games.
- 7.3.17 Lighting control needs to be able to match UNL or allow for UNL to use the lighting control during the men's and women's basketball games.
- 7.3.18 Owner must have the capability of controlling arena bowl lighting fixtures by using a lighting touchscreen and control the lighting from different areas throughout the event level such as security office, AV booth and NE Vom.
- 7.3.19 Communication Costs: Vendor shall include any licensing or remote access communication costs for operating the controls and monitoring system for the warranty period,
- 7.3.20 One Electronic set of submittal drawings shall be generated as part of this project.
- 7.3.21 One electronic set and one hard copy set of O&M manuals shall be generated after completion of this project.

8. TLC-LED-RGBW INSIDE ROOF LIGHTING DEMONSTRATION

- 8.1 As part of this bid, the Owners are interested in exploring the possibility of purchasing TLC-LED-RGBW (Total Lighting Concepts – Light Emitting Diodes – Red Green Blue White) to shine towards the interior roof and through the interior roof truss infrastructure of the arena to see what type of effect it could bring to the overall look above the base grid structure.
 - 8.1.1 The intent of this system is for the RGBW-LED's to shine towards the interior roof making the roof light or glow with the various RGBW-LED color options.
 - 8.1.1.1 Purpose of lighting:
 - 1. Color roof in red during Husker basketball games.
 - 2. Color roof in different colors during non-Huskars events.
 - 3. Use color options as walk-in looks during other non-sporting events.
 - 8.1.2 TLC-LED-RGBW lumen value cannot exceed 8,000 lumens of red light. Minimum number of 360,000 lumens of Red required - Minimum number of 800,000 Lumens of Green required - Minimum number of 300,000 Lumens of Blue required. No RGBW fixtures can be used for sports lighting.
- 8.2 In order to determine the effectiveness of this type of lighting, the Owner is requesting a demo from Vendor/s within 10 days of the bid close.
 - 8.2.1 Demo will consist of Vendor/s coming to the Pinnacle Bank Arena and placing the proposed lights in specific locations to determine if they will perform according to the needs of the PBA Staff.
 - 8.2.2 Vendor may bring as many lights as necessary to show the effect of the lights in the roof.
 - 8.2.3 Vendor shall coordinate the day, time, number of lights for the demo, and other details at least five (5) days prior to the proposed date.
- 8.3 Vendor shall provide a list of other sports facilities that have done interior roof up-lighting.
- 8.4 Vendor shall provide a price to install this type of lighting in the PBA based on installs at other similar facilities around the country.
 - 8.4.1 Price shall be all-inclusive of supply, installation and testing of all lights and equipment. A Unit Price for each light shall also be included with the pricing in the event the Owner determines that more or less lights should be used.
- 8.5 If the demonstration is successful, as determined by the Owners, the Owners will request include this option as part of the executed contract.
 - 8.5.1 In the event the Owner cannot afford the up-lighting on the original contract, the Owner shall have the option of adding the lights at the quoted price for a period of up to one year following contract execution.

9. EXECUTION

- 9.1 The equipment must be on-site prior to the date of install.
- 9.2 Field Quality Control:
 - 9.2.1 Vendor shall provide a factory trained project manager to be on-site during delivery and installation of equipment.
 - 9.2.2 Illumination Measurements: Upon substantial completion of the project and, in the presence of the Vendor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
 - 9.2.3 Field Light Level Accountability:
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of ten (10) years.
 - 2. The Vendor/manufacturer shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the owner's light meter in the presence of the owner.

- 9.2.4 Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including foot-candles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Vendor shall be required to make adjustments to meet specifications and satisfy Owner.

10. **WARRANTY AND GUARANTEE**

- 10.1 The owners prefer a system with a minimum of a ten (10) year warranty for parts and service.
 - 10.1.1 Vendors shall supply a signed warranty covering the entire system from the date of go-live, testing, and acceptance by the Owners.
 - 10.1.2 Warranty shall guarantee specified light levels. Vendor shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term.
 - 10.1.3 Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or products made by other manufacturers.
- 10.2 Maintenance: Vendor shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for ten (10) years from the date of go-live, testing, and acceptance by the Owners.
 - 10.2.1 Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.
- 10.3 Vendor must have the capability to remote into the lighting control program to trouble shoot any problems that may occur.
- 10.4 Vendor must have the capability to monitor lighting and control system 24/7 in case an issue happens during an event even if the event is during the weekend or during holidays.
 - 10.4.1 Vendors must be capable of responding to calls for non-emergency repairs/maintenance/troubleshooting within 30 minutes of a call from the Owner.
 - 10.4.2 An immediate phone response is required within 30 minutes of a call from the Owner for assistance at any time of the day/evening and on any day of the week for emergency requests.
 - 10.4.3 Repairs that need to be made "hands on" shall require either a certified technician to be onsite within 24 hours of service call or to remotely work with PBA Staff on the repair process or on any trouble shooting issues.
 - 10.4.4 These response times must be met to assist with any issues that may happen during a game or event during the suggested ten (10) year warranty term.

11. DESIGN / EQUIPMENT AND CONTROL APPROVAL REQUIRED DOCUMENTATION

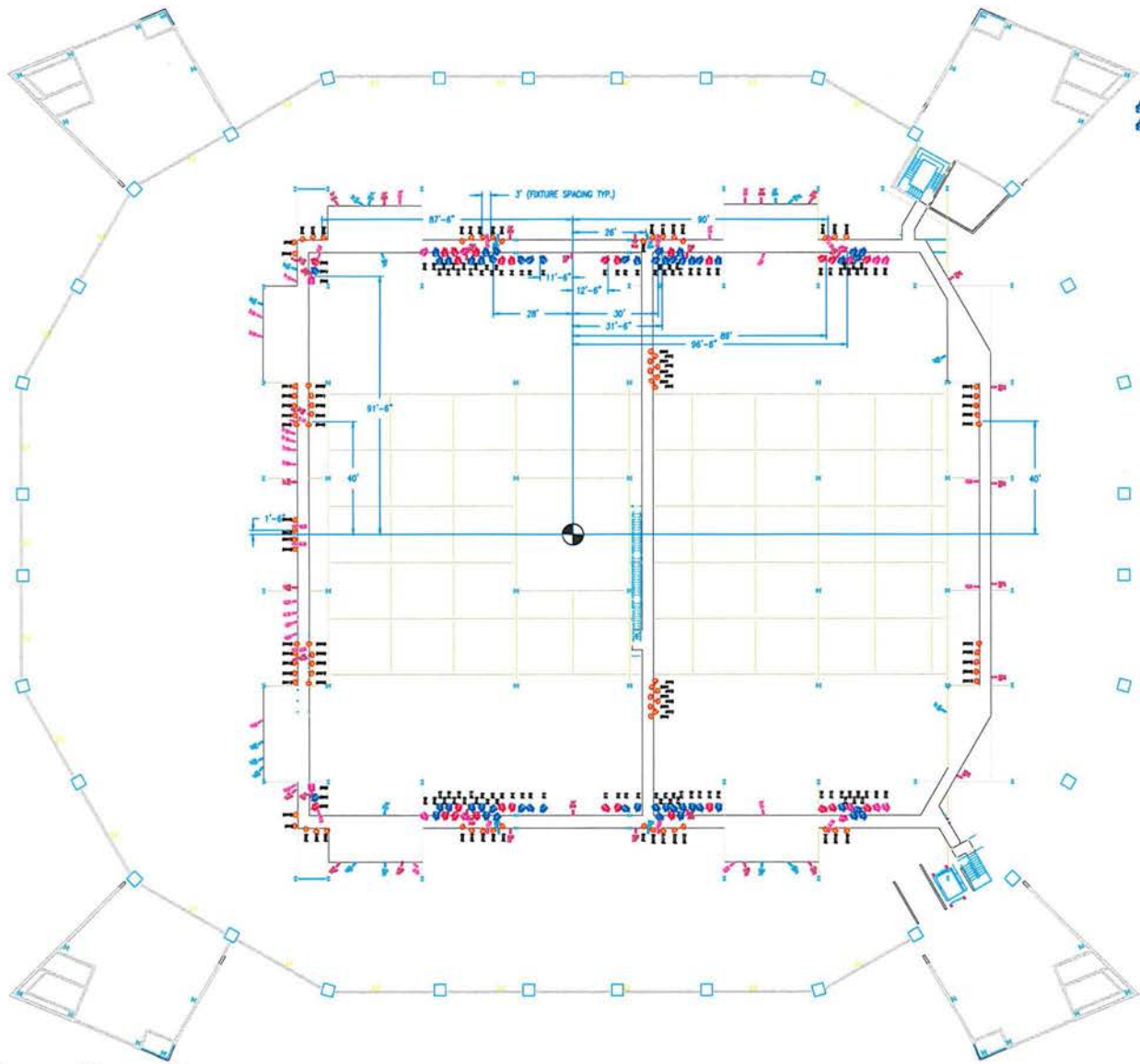
Vendors must submit a response to the bid with the following information in the table below attached to the Response Attachment section of the Ebid response for the lighting, control equipment and installation bid. Vendor shall clearly split each tab in the order listed below.

Tab	Item	Description
A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
B	Arena Lighting Design	<p>Lighting design drawing(s) showing:</p> <ul style="list-style-type: none"> a. Project name, date, file number, prepared by, and other pertinent data. b. Outline of Owner(s) being lighted, as well as fixture locations referenced to the center of the playing surface (x & y). Illuminance levels at grid spacing verified. c. Fixture height, as well as luminaire information including wattage, lumens and optics. d. Height of meter above playing surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts. <p>Manufacturer must submit a photometric report summary prepared by an independent lab or a NVLAP lab that includes axial candlepower on the horizontal and vertical axis.</p>
C	Warranty	Provide written warranty information including all terms and conditions.
D	Project References	Manufacturer to provide a list of similar projects where the technology and specific fixture proposed for this project has been installed in the last three years. Reference list will include project name, project city, installation date, cost of project, contact name and contact phone number.
E	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
F	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
G	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
H	Life-cycle Cost Calculation	Document life-cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included in the warranty. All costs should be based on a suggested warranty of ten (10) years.
I	Up-Lighting	Provide all details as shown in Section 8 above.

The information supplied herein shall be used for the purpose of determining compliance with the specifications for Pinnacle Bank Arena. Vendor agrees that all requirements of the specifications will be met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

12. **PROJECT COMPLETION**

- 12.1 The estimated time frame for installation of the new system is July 6 to July 22, 2020.
- 12.2 The estimated time frame for removal of current fixtures is June 22 to July 1, 2020.
 - 12.2.1 The awarded vendor may negotiate with Owner to begin early removal of existing fixtures dependent on arena event schedule.
- 12.3 Substantial completion timelines shall be part of the submittal estimating the number of days needed from the Notice to Proceed and including an estimated final completion-of-the-project timeline:
 - 12.3.1 All fixtures installed and focused.
 - 12.3.2 All Control wiring installed
 - 12.3.3 Control system fully integrated with new and existing lighting components and fully programmed.
 - 12.3.4 Installation must pass all governing electrical inspections.
 - 12.3.5 Note: Final completion estimated date may be subject to change based on the arena schedule.
- 12.4 Vendor must complete the project according to the agreed upon contract completion date which will be listed in the contract documents.
 - 12.4.1 Failure to complete the project by the contract date shall result in the charging of liquidated damages according to the following terms:
 - 12.4.1.1 If the Vendor fails to complete the Work in a timely manner, according to the Contract (allowing for any approved extensions of time), the Vendor shall pay Liquidated Damages for each day that the Work remains incomplete. The Owners shall deduct the amount of Liquidated Damages due from the money due the Vendor prior to final payment. If the remaining amount due the Vendor is less than the total amount of Liquidated Damages, the Vendor shall pay the difference within ten (10) days. If the Vendor fails to pay such difference, the Owners shall have the right to recover the difference from the Vendor or his Surety.
 - 12.4.1.2 Unless specifically amended or modified by special provision, the daily amount of the Liquidated Damages shall be as follows:
 - 1. Contract Sum up to and including \$100,000: \$300/day.
 - 2. Contract Sum more than \$100,000 up to and including \$500,000: \$500/day.
 - 3. Contract Sum more than \$500,000 up to and including \$1,000,000: \$750/day.
 - 4. Contract Sum more than \$1,000,000: \$1,000/day.
 - 12.4.2 The Liquidated Damages provided herein are not considered punitive. The Vendor agrees that such damages are predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the Owners due to the delay in the completion of the Work.
 - 12.4.3 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract. Project extension does not allow for additional costs being charged to the Owner.
- 12.5 Job shall be completed according to industry standards with approval of completion and final payment being made by the Owner's Representative.
 - 12.5.1 The Owners will not prepay for any equipment or services prior to installation, testing, and approval by Owners.
 - 12.5.2 Payment shall be made within 30 days of invoice and approval by Owners.



0 30' 60'

SCALE: 1 inch = 30'

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NOTES:

1. This document is preliminary pending verification of this design.
2. Fixture locations are approximate. Final locations will be field located in order to avoid obstructions.

Lighting Equipment

AMERICAN NATIONAL FIXTURE LIST		SEE SCANS	FIXTURE	BLACK	ELECTRICAL LOAD	
SEE SCANS						
LUMINAIRES					ELECTRICAL LOAD	
FIXTURE QUANTITY	FIXTURE USE	MOUNTING HEIGHT	FIXTURE TYPE	FIXTURES /SUF. TOTAL	WATTAGE CONSUMPTION /SUF. TOTAL	WATTAGE TOTAL
28	Showlight (S1)-HIGH	94'	SLG-1000-1	1 28	1.12	31.36
68	Showlight (S1)-LOW	92'	SLG-1000-1	1 68	1.12	76.16
86	Work Light (S2)	92'	LSC-1000-1	1 86	1.12	96.32
89	ETC (S6,S6A,S6B)	92'	ETC 575W Source 4	1 89	0.575	51.18
21	TSL (S7)	92'	Times Square Lighting-Par 38	1 21	-	-
TOTALS						255.02

*This layout references designs: 148340g7, 148340g7-WL

**ETC (S6,S6A,S6B) Source 4 Aisle Lights are to be mounted and aimed per Bid Drawing EL7.0

***Times Square Lighting (S7) Par 38 fixtures are to be mounted and aimed per Bid Drawing EL7.0

Fixture ID/Zone	
Basketball	S1
Basketball/Arena Floor	S1
Arena Floor	S1
1000W Work Light	S2
Aisle Lights	S6,S6A,S6B

Pinnacle Bank Arena
 Lincoln, NE
 Fixture Layout

CORPORATE OFFICE:
 P.O. Box 808
 100 1st Avenue West
 Oklaheco, Iowa 52577
 +1-800-825-6020
 +1-641-873-0411



DATE	BY/REV	REVISIONS
6/4/12	JH	REVISED FROM THE ORIGINAL DRAWINGS
7/19/12	JH	REVISED FIXTURE LAYOUT PER SITE VISIT ON 7/19/12
7/27/12	JH	REVISED WORK LIGHT FIXTURE NUMBERS

JOB NUMBER:	148340
DRAWN BY:	JH
CHECK BY:	TD
REPRESENTATIVE:	TD
SCALE:	1:30
DATE:	5/22/12
DRAWING NUMBER:	148340L1
1 OF 1 SHEETS	

ADDENDUM #1
Issue Date: 1/8/2020
Bid No. 20-010
SPORTS LIGHTING AND CONTROLS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

1. Are you willing and interested in accepting alternate fixture solutions ?

Answer: The Owner is currently using Musco Lighting in the Arena so the basis of the spec revolved around a system that is familiar to the staff. Though the performance of the current lighting system is very good, the primary purpose of this upgrade is to convert from the older Metal Halide technology to LED and to enable other features. The expectations in the specifications were to reflect that of a fixture with high reliability, lower energy use, instant full on/off, dimming capabilities, the option to have colored light washes, dial in the lighting to match the color temp required or requested by broadcast teams, and all other requirements in the specifications.

Based on the experience of the Owner staff the use of Shields, Visors and Louvers are part of the recognized components of almost every light fixture and were called out in the spec to ensure there is an emphasis on a fixture that allows staff to "focus" the light on the Basketball Court or the main floor without spilling light all over the seats and ceiling. Lighting suppliers talk about theatrical effects and we certainly want that but not while the fixture spills lighting in areas that need to remain less lit. There is also a need to eliminate or reduce glare and the patron experience with the lights.

If alternate fixtures can meet the requirements described herein and in the specifications they will be considered. Vendors must include all product specifications and other details requested in the specifications as part of the Ebid response.

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

Robert L Walla
Purchasing Agent

ADDENDUM #2
Issue Date: 1/14/2020
Bid No. 20-010
SPORTS LIGHTING AND CONTROLS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.
Be advised of the following clarifications and changes to the Specification and bidding documents.

1. Is the sports lighting vendor required to be the General Contractor?

Answer: Yes. The intent of the bid is to only hire one company to coordinate and complete all work on the project. Company will work with Ryan Weiss at PBA in coordination efforts.

2. Are white tuning fixtures required for House and Maintenance Lighting?

Answer: Yes, we would like to use the tuning fixtures to serve has walk-in looks for different events as well as just regular maintenance.

3. What light levels are required for Maintenance Lighting in the Upper - Middle - Lower Bowl – Floor –

Answer: The Luminaire Output must be at a minimum of 25,000 to 35,000 lumens for each upper – middle – lower bowl and floor.

4. In Section 8.1.2 it calls out a minimum number of Red/Green/Blue lumens for the ceiling. Is that same number of lumens of color (360,000 Lumens of Red, 300,000 Lumens of Blue, and 800,000 Lumens of Green) required for the down-light RGBW fixtures to ensure proper color saturation?

Answer: We prefer to have the same lumens to match down-light RGBW fixtures to ensure proper color saturation is met.

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

Robert L Walla
Purchasing Agent

ADDENDUM #3
Issue Date: 1/17/2020
Bid No. 20-010
SPORTS LIGHTING AND CONTROLS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

1. Bid has been extended to January 29, 2020.

2. Section 7.3.11 calls for an audio interface. For this we need to run an audio cable to an audio input to you audio system. Where would this audio input be?

Answer: There are audio inputs throughout the catwalk and in the AV booth.

3. Section 7.3.16 calls for the capability for you tying a Hog DMX board into our system. Our system is capable. Are we required to run a cable for this and if so, where is the Hog located?

Answer: Yes, the hog is located on the upper concourse in the SW corner of the arena. Attached is the map with the location of where a hog is located.

4. In the pre-bid walk through Tuesday there was talk of retrofitting the aisle lights to ETC S4WRD LED and we talked about how they would be controlled. I can't find anything in the spec that says who is providing them. Please let me know if we are supposed to supply them and run the DMX to control them.

Answer: Vendors shall price out retrofitting the aisle lights to ETC S4WARD LED as an option.

5. The spec also talks about the control integrating with the existing suite lights. In our discussion in the lobby, I asked if there were drawings for the suite lights so we could price this. Could we please get information on this.

Answer: Due to some unknown factors, we are choosing not to integrate the existing suite lights into the new system.

6. The awarded Vendor shall agree to a \$5,000.00 retainer which will be held by the West Haymarket JPA from the total amount due on the contract through the end of the 10 year warranty period. This retainer is in addition to the performance and payment bonds which are in effect during the completion of the original install through the completion of the one year warranty from date of completion. In the event a longer warranty time is submitted by Vendor and approved by the Owners such bond shall remain in effect.

- A. In the event Vendor fails to meet requirements of the long term warranty on light performance, the WHJPA shall utilize the \$5,000.00 to repair or replace faulty equipment.
- B. In the event the equipment performs and maintenance/repairs as required, the \$5,000.00 will be returned to Vendor.

7. In the past we were going to use the existing racks in the booth area, is this still ok?

Answer: There is no reference to a previous project in the specifications. There is space available in the existing rack in the control booth. Yes, you will be able to use the existing rack space.

8. Who will be responsible for the Network for the arena, is the existing network still being used or able to be used?

Answer: The Owners have staff responsible for the network. An in-house tech and an outside company. The existing network will be able to be used.

9. Is there currently wireless coverage that can be connected to in the arena for a tablet or station on your current network? Or would a new wireless need to be added with access points for this purpose of control?

Answer: Yes, we have several existing wireless networks available.

10. Who will be responsible for the Backnet Programming, in the past the arena was performing this work.

Answer: After review, it has been decided to remove the BACnet controls and will not require vendors to supply this device as we are not as familiar with this product and wish to not have this installed for the lighting project.

11. How much programming do you wish to have input into the Rack Hog console being provided? Or will the console programming be performed by your staff after training?

Answer: Vendor shall provide different looks at the suggestions chosen by the selected vendor. After training, Owner will begin created additional looks.

12. The new scope of work is limited to the Direct Sports and work lights, Aisle and seating lights, and to the overall control of these lights only, with a booth position and added rack Hog Console, a floor walk around position that is wireless, and a control location in the security room? Is this correct, or do you want the lounges integrated.

Answer: In the spec, 7.3.15 – the owner did ask for sports, house, work, aisle and suites lights. After looking into the suite lights, the Owner does not want to integrate the suite lights into the new bowl lighting control but would like the sports, house, work and aisle light integrated into the new system. The overall control of these lights with 3 touch screens called out in the spec, 1 small touch screen in security office, 1 small touch screen in AV Booth and a Larger touch screen panel in the NE Vom. An app or web base program is preferred for use while walking around the facility.

13. Would it be possible to come in earlier than the scheduled dates to do portable wiring between the aisle fixture locations, so when the change happens they can quickly plug and play? This would not disrupt current operation and could happen months in advance to speed the install, it would be coordinated with the site before happening to insure there is not something occurring in the space when the installers are working.

Answer: Yes, the Owner will consider allowing the awarded vendor to do work earlier if/when needed.

14. If the existing equipment racks can be used can the system components be installed before the scheduled dates as well.

Answer: Yes.

15. CLARIFICATIONS ON SECTION 12 – PROJECT COMPLETION

12.2 The estimated time frame for removal of current fixtures is June 22 to July 1, 2020.

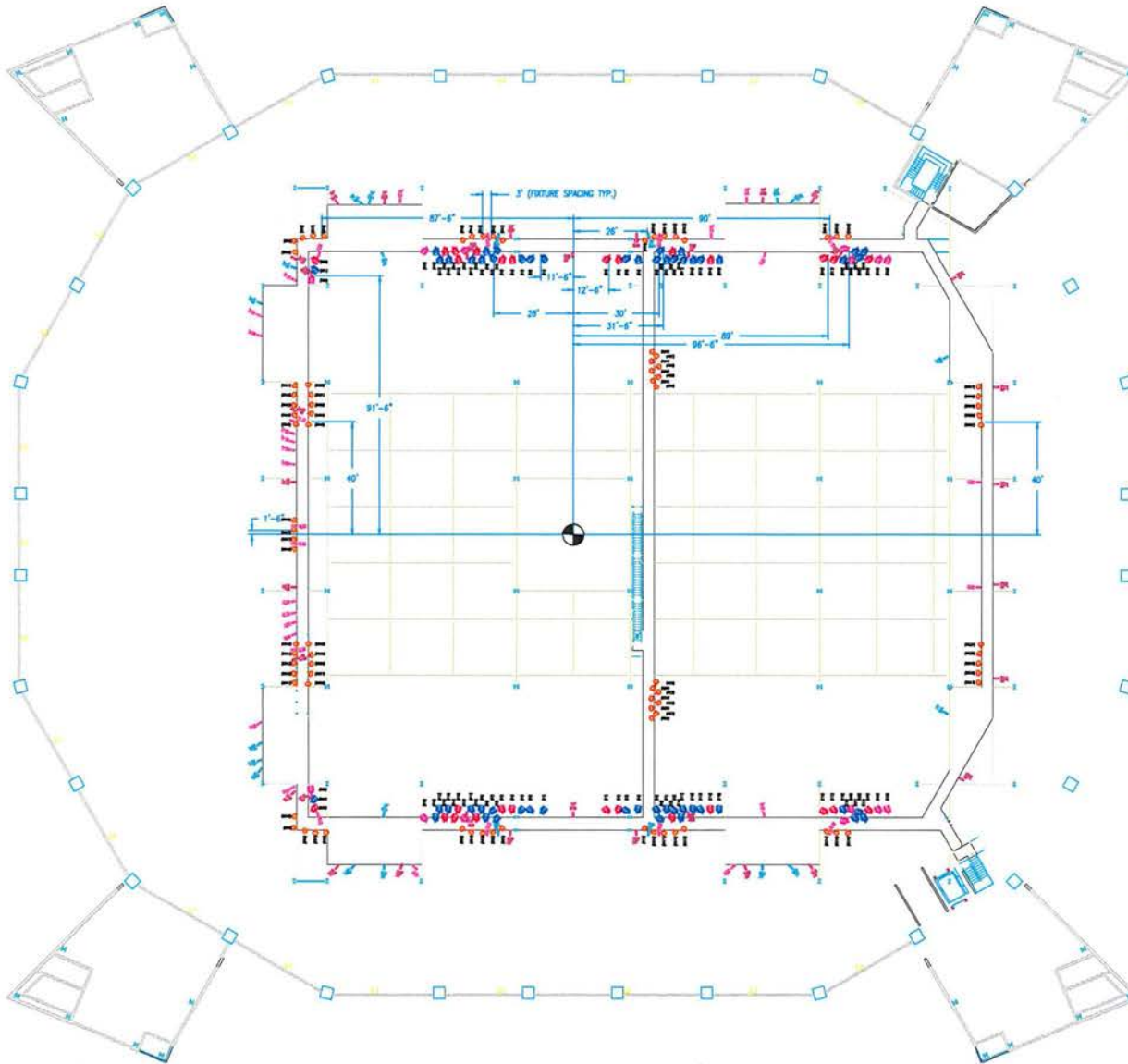
ADD THE FOLLOWING: The current work light fixtures will need to remain operable until our event concludes on July 5th. All sports lights can be removed June 22 – July 1, 2020. We are open for lighting vendor to begin installing the new lighting fixtures during June 22 – July 1, 2020. No work will be allowed during July 2 – July 5, 2020.

12.3.1 All fixtures installed and focused. ADD TO END OF LINE: Must be able to turn new fixtures on and off when needed.

12.3.5 Note: Final completion estimated date may be subject to change based on the arena schedule. ADD TO END OF LINE: Final completion shall mean all fixtures installed, and programming and training completed by August 20, 2020 unless other date agreed to in contract.

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

Robert L Walla
Purchasing Agent



0 30' 60'

SCALE: 1 inch = 30'

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 the written consent of Musco Sports Lighting, L.L.C.

NOTES:

1. This document is preliminary pending verification of this design.
2. Fixture locations are approximate. Final locations will be field located in order to avoid obstructions.

Lighting Equipment

APPROXIMATE FIXTURE LOAD		SEE SCANS		FINISH: BLACK		ELECTRICAL LOAD	
SEE SCANS		SEE SCANS		FINISH: BLACK		ELECTRICAL LOAD	
LUMINAIRES							
FIXTURE QUANTITY	FIXTURE USE	MOUNTING HEIGHT	FIXTURE TYPE	FIXTURES /AMP	TOTAL	WATT CONSUMPTION /AMP - TOTAL	TOTAL
28	Showlight (S1)-HIGH	94'	SLG-1000-1	1	28	1.12	31.36
68	Showlight (S1)-LOW	92'	SLG-1000-1	1	68	1.12	76.16
86	Work Light (S2)	92'	LSG-1000-1	1	86	1.12	96.32
89	ETC (S6,S6A,S6B)	92'	ETC 575W Source 4	1	89	0.575	51.18
21	TSL (S7)	92'	Times Square Lighting-Par 38	1	21	-	-
TOTALS							255.02

*This layout references designs: 148340g7, 148340g7-WL

**ETC (S6,S6A,S6B) Source 4 Aisle Lights are to be mounted and aimed per Bid Drawing EL7.0

***Times Square Lighting (S7) Par 38 fixtures are to be mounted and aimed per Bid Drawing EL7.0

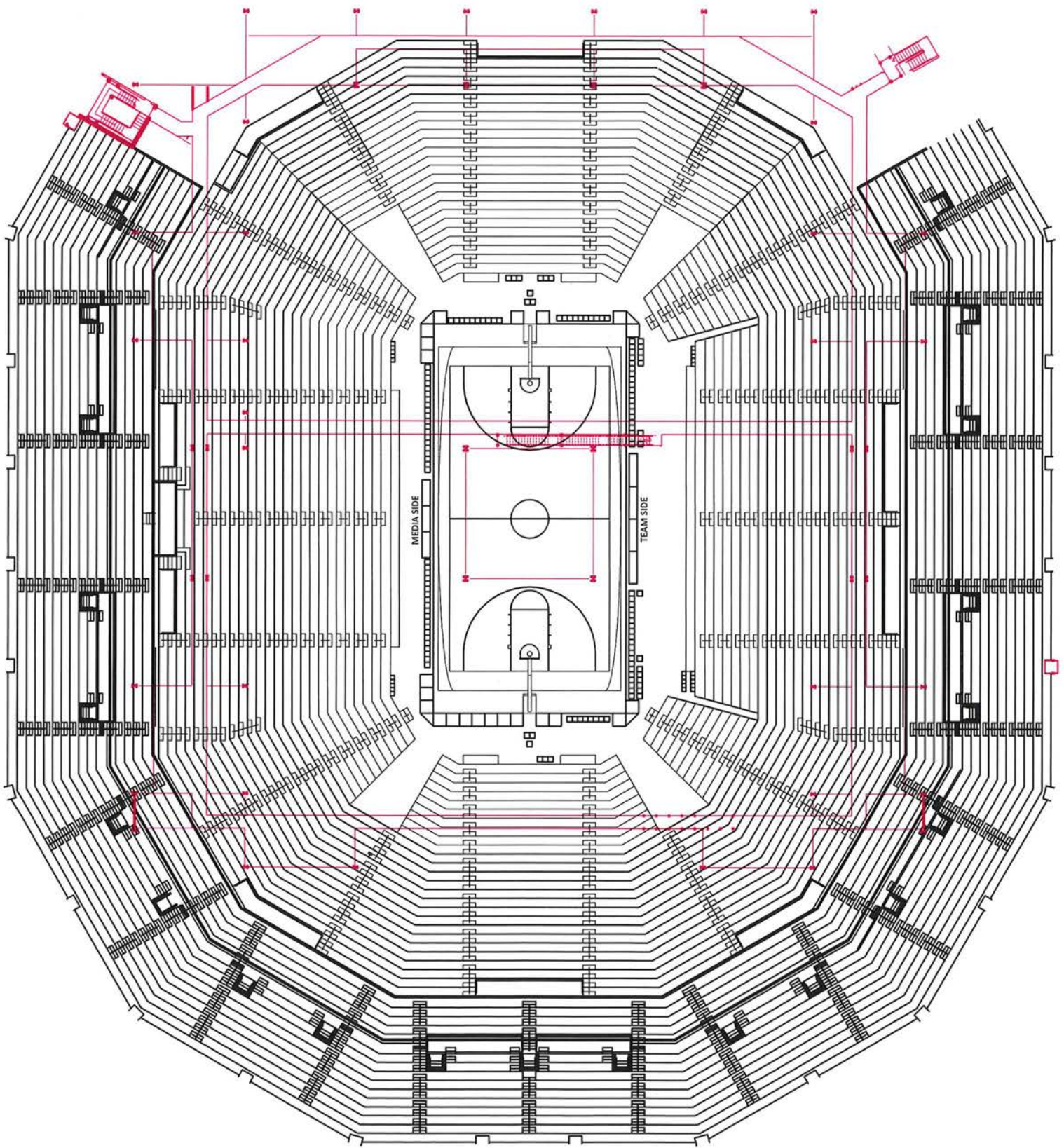
Fixture ID/Zone	
Basketball	S1
Basketball/Arena Floor	S1
Arena Floor	S1
1000W Work Light	S2
Aisle Lights	S6,S6A,S6B

Pinnacle Bank Arena
 Lincoln, NE
 Fixture Layout

CORPORATE OFFICE:
 P.O. Box 808
 100 1st Avenue West
 Okaloosa, Iowa 52577
 +1-800-825-6020
 +1-641-673-0411

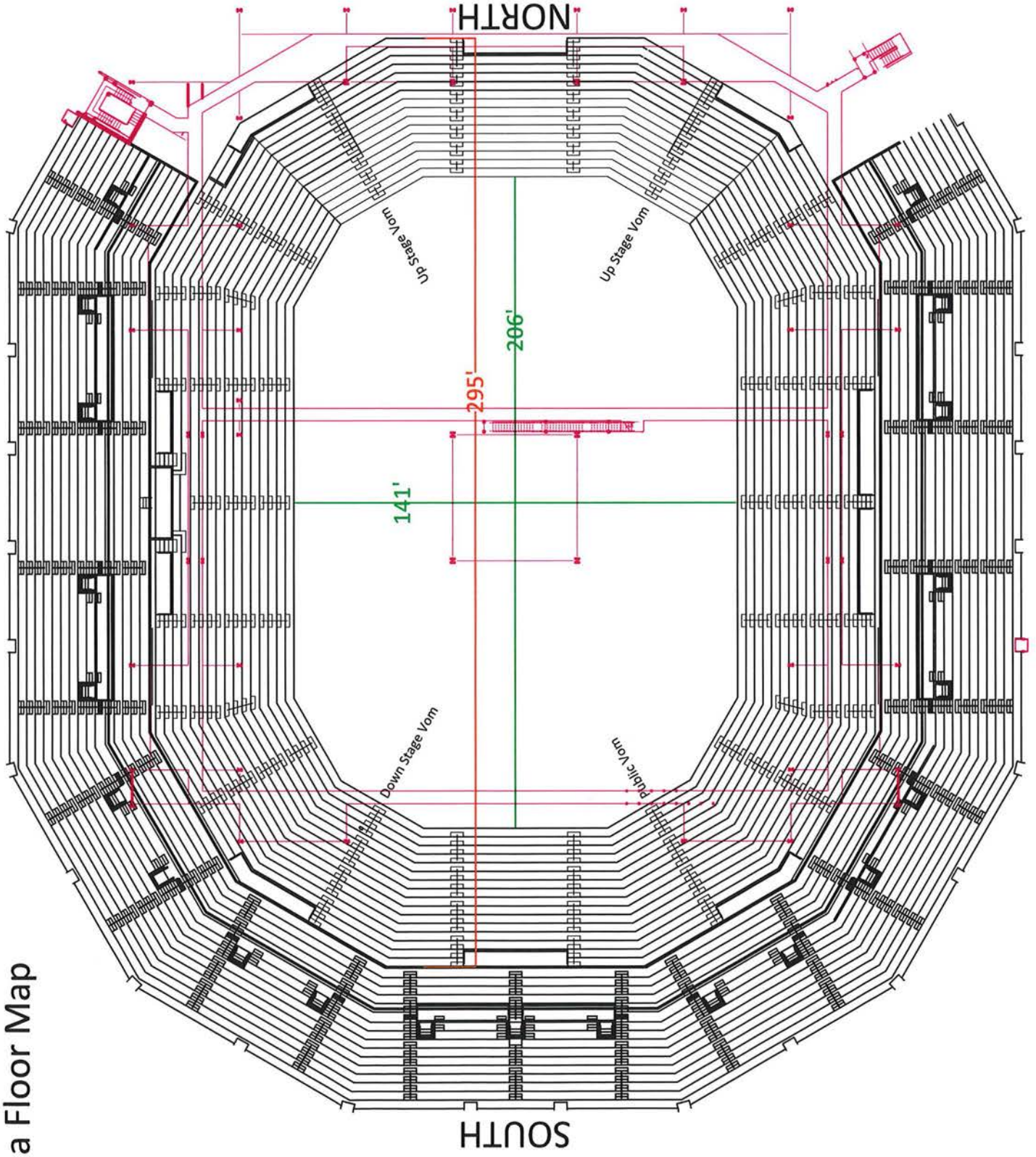
DATE:	BY:	REVISIONS:
5/22/12	JH	REVISED FROM MAINS AND ABBOT DIMENSIONS
5/23/12	JH	REVISED FIXTURE LAYOUT PER SITE ON 5/23/12
7/27/12	JH	REVISED WORK LIGHT FIXTURE NUMBERS

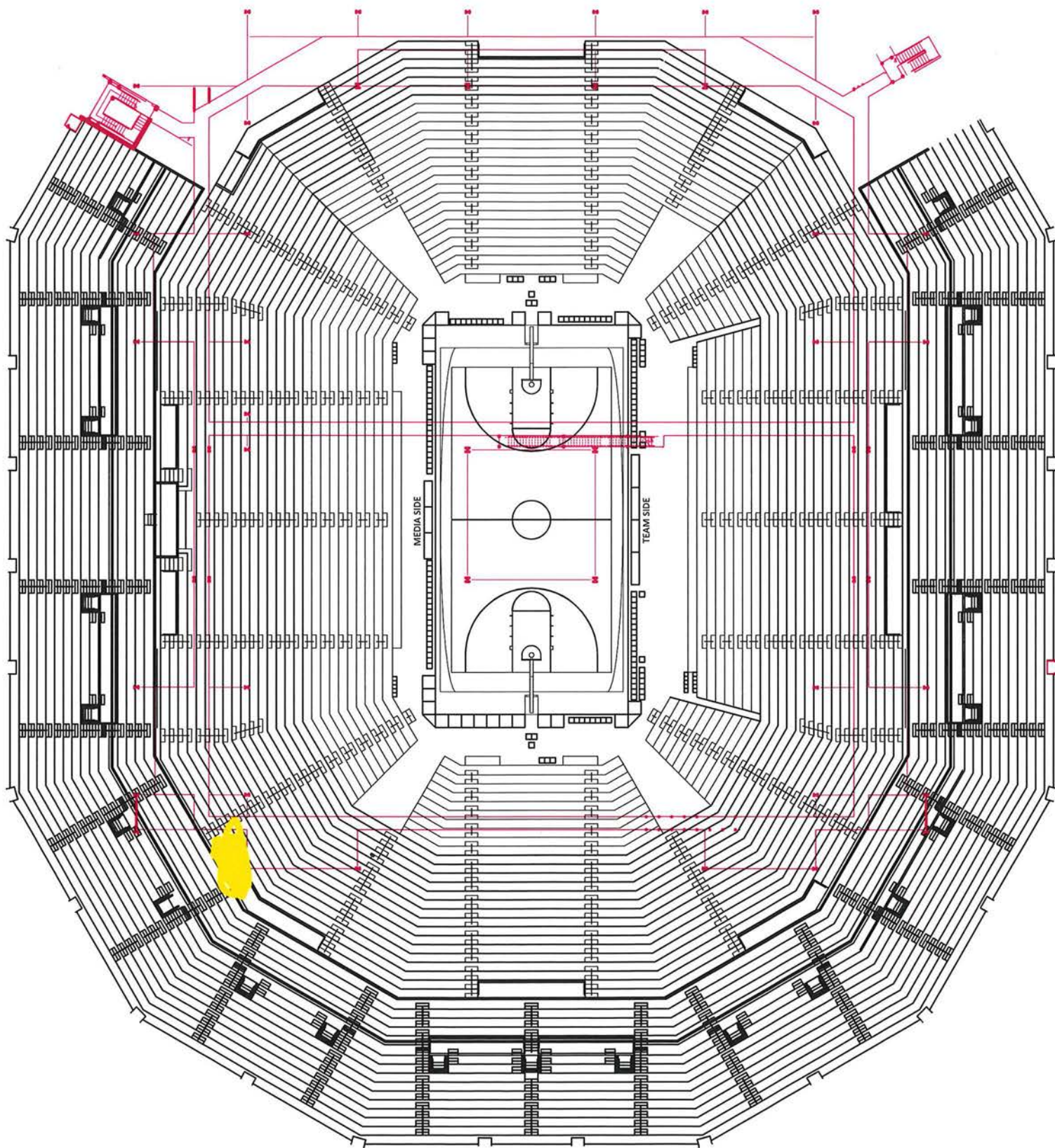
JOB NUMBER:	148340
DRAWN BY:	JH
CHECK BY:	
REPRESENTATIVE:	TD
SCALE:	1:30
DATE:	5/22/12
DRAWING NUMBER:	148340L1
1 OF 1 SHEETS	



ARENA MAIN FLOOR

Arena Floor Map





ADDENDUM #4
Issue Date: 1/17/2020
Bid No. 20-010
SPORTS LIGHTING AND CONTROLS

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section. Be advised of the following clarifications and changes to the Specification and bidding documents.

1. Regarding the PBA Sports Lighting and Controls project, No. 20-010, is it the City's intent/preference to only use Musco, or are they entertaining other lighting manufacturer's packages? The installation requirements for two different systems (ie. Musco vs Lutron) they will require two electrical installation bid proposals to be submitted, as they are considerable differences in design and performance. Without a specific design and manufacturer in mind, we are not comparing apples to apples in system and in electrical installation, which is making very difficult in knowing how to bid this project. Can our company submit multiple proposals, using different vendors on this project?

Answer: Vendors may submit a price for one system and a secondary system price for another system if they would like both considered. Information must be submitted for both systems being bid if more than one system is proposed.

See Addendum 1 regarding the brand of equipment being requested.

2. A copy of the sign in sheet from the prebid meeting is attached to the Bid Attachment section.

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

Robert L Walla
Purchasing Agent

PBA Lighting

Company	Email	Name
ABC Electric	jone@abcelectric.net	Jon Eicher
HEARTLAND SCENIC	jonik@heartlandscenic.com	JOEY ONIK
Wignat Sales	johnpelle@wignat-sales.com	JOEY ONIK
IES Commercial/Shouhan	markp@smeval.com	Mark Petersen
Hy-Electric	jshull@hy-electric.com	Jeff Hull
Musco	brad.cheleswig@musco.com	Brad Cheleswig
Gregg Electric	tony@greggelectrics.net	Tony Gregg
COMMONWEALTH ELEC.	bower@commonwealthelectric.com	BRAD OWEN
PBA	candisa@pinnaclebankarena.com	Craig Anderson
PBA	dwurt@pinnaclebankarena.com	Derek Wurt
Sebek Lighting	doug@sebekle.com	Doug Hancock
PBA	r4weise@pinnaclebankarena.com	Ryan Weise

INSTRUCTIONS TO BIDDERS

WEST HAYMARKET JOINT PUBLIC AGENCY

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the West Haymarket Joint Public Agency, hereinafter referred to as "JPA", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stnds-spec/index.htm>

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF BIDDING DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. LIVING WAGE

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

20. INSURANCE

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

21. EXECUTION OF AGREEMENT

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

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

22. TAXES AND TAX EXEMPTION CERTIFICATE

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

23. AUDIT ADVISORY BOARD

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

24. E-VERIFY

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

INSURANCE CLAUSE FOR ALL WEST HAYMARKET JOINT PUBLIC AGENCY CONTRACTS

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

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE WEST HAYMARKET
JOINT PUBLIC AGENCY.**

**FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

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

Insurance; Coverage Information

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

Certificates

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

1. Commercial General Liability

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

1.1 Additional Insured (Requires an Endorsement Form)

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

1.2 Automobile Liability

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

1.3 Garage Keepers / Garage Liability

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

1.4 Workers' Compensation; Employers' Liability

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

1.5 Builder's Risk Insurance

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

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

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

1.6 Pollution Liability

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

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

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

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the WHJPA that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the WHJPA Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

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

2. **Cancellation Notice**

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

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

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

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

7. **Reservation of Rights**

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

8. **Sovereign Immunity**

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

9. **Further Contact**

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

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

Advertise 2 times
Wednesday, January 8, 2020
Wednesday, January 15, 2020

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, January 22, 2020** for providing the following:

Sports Lighting Controls & Fixtures
Bid No. 20-010

A Pre-Bid meeting will be held Tuesday, January 14, 2020 at 2:00 pm, located at Pinnacle Bank Arena, 400 Pinnacle Bank Arena Drive, Lincoln, NE. Meet at Ticket Office. All interested bidders are encouraged to attend.

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

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/06/2020

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 Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-0017		
	E-MAIL ADDRESS:		
INSURED Musco Sports Lighting, LLC c/o Musco Corporation 100 1st Ave W Oskaloosa IA 52577 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentry Insurance A Mutual Company		24988
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: Sentry Casualty Company		28460
	INSURER D: Nautilus Insurance Company		17370
	INSURER E:		
INSURER F:			


COVERAGES **CERTIFICATE NUMBER: 570080475534** **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. **Limits shown are as requested**

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			901687704	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			90-16877-03	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP61M9917719NF	07/01/2019	07/01/2020	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
C	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/A	901687701 AOS 901687702 AZ, WI	07/01/2019	07/01/2020	<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
D	Archit&Eng Prof			PCADN50089860719 Claims-Made SIR applies per policy terms & conditions	07/01/2019	07/01/2020	Aggregate \$5,000,000 SIR \$250,000 Each Claim \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Musco Project 181200 - Pinnacle Bank Arena.
 West Haymarket Joint Public Agency is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of West Haymarket Joint Public Agency in accordance with the policy provisions of the workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

West Haymarket Joint Public Agency 555 So. 10th Street Lincoln NE 68508 USA	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 



SENTRY INSURANCE A MUTUAL COMPANY
STEVENS POINT, WISCONSIN
(A PARTICIPATING MUTUAL COMPANY)
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES
COMMERCIAL GENERAL LIABILITY

NAMED INSURED
MUSCO CORPORATION

ENDORSEMENT EFFECTIVE
07-01-19

POLICY NUMBER
90-16877-04

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S)
ANY & ALL OWNERS, LESSES OR CONTRACTORS
LOCATION(S) OF COVERED OPERATIONS
ANY AND ALL PROJECTS FOR WHICH THE CONTRACT REQUIRES COVERAGE FOR COMPLETED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CG 20 10 04 13

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MUS 90-16877-04 01 181

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION - CONTINUED

- A. Section II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

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

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

- A. The Who Is An Insured provision of Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B.** The most we will pay on behalf of the additional insured is the lesser of the amount payable under the **Limit of Insurance for Covered Autos Liability Coverage** or the amount of insurance required by the contract or agreement.
- C.** Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.

SENTRY CASUALTY COMPANY
Carrier Code No. 37877

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

POLICY NUMBER: 90-16877-01 00 191

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

"ALL WRITTEN CONTRACTS PROVIDED SUCH CONTRACT WAS MADE PRIOR TO LOSS"

WC 00 03 13 (Ed. 04-84)

Copyright 1983 National Council on Compensation Insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies the coverage provided under the following:

**BUSINESSOWNERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PARTS
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM
EMPLOYMENT RELATED PRACTICES LIABILITY
POLLUTION LIABILITY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM**

In the event we can cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement, advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

PER LIST ON FILE WITH AGENT

30 DAY NOTICE OF CANCELLATION

All other terms and conditions of this policy remain unchanged.

IL 70 58 02 14

MUS 90-16877-04 01 191
07-05-19
PAGE 001

RESOLUTION NO.

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public Agency:
 2 That the attached Amended Operating Budget for September 1, 2019 to August 31, 2020 is hereby
 3 adopted as the West Haymarket Joint Public Agency Operating Budget for FY 2019/2020.

4 As amended, the Operating Budget includes one item of additional revenue of \$1,254,000 for Bond
 5 Proceeds.

6 As amended, the Operating Budget includes seven additional expenditures, (1) \$329,300 for Bond
 7 Agent and Issuance Expense; (2) \$25,000 for Consultant Services; (3) \$18,174 for Engineering and Design;
 8 (4) \$97,938 for Land; (5) \$25,000 for Bond Trustee Payment-Principal; (6) \$8,550,813 for Payment to
 9 Refunding Escrow; and (7) \$1,254,000 for Payment to Bond Escrow Agent.

10 As amended, the Operating Budget includes one expenditure reduction of \$2,965,939 for Bond
 11 Trustee Payment-Interest.

Adopted this _____ day of February, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

West Haymarket Joint Public Agency
Operating Budget
September 1, 2019 - August 31, 2020

	Actual 2017-18	Budget 2018-19	Budget 2019-20	Amended Budget 2019-20
Cash Transfer In	\$ -	\$ -	\$ 378,000	\$ 378,000
Bond Proceeds	\$ -	\$ -	\$ -	\$ 1,254,000
Occupation Taxes	\$ 17,019,520	\$ 17,255,000	\$ 17,972,712	\$ 17,972,712
Fees	\$ 4,305	\$ 3,000	\$ 3,000	\$ 3,000
Intergovernmental Revenue	\$ 3,642,859	\$ 3,763,460	\$ 3,670,161	\$ 3,670,161
Interest Income	\$ 615,612	\$ 560,000	\$ 886,000	\$ 886,000
Rental Income	\$ 3,180,496	\$ 2,743,090	\$ 2,851,360	\$ 2,851,360
Reimbursement for Services	\$ 1,854,732	\$ 1,640,000	\$ 1,900,000	\$ 1,900,000
Parking Revenue	\$ 2,702,818	\$ 2,576,455	\$ 2,648,339	\$ 2,648,339
Miscellaneous	\$ 1,083,716	\$ 1,104,081	\$ 1,126,162	\$ 1,126,162
Sale of Land	\$ -	\$ 1,370,000	\$ 3,352,131	\$ 3,352,131
Total Revenues	\$ 30,104,058	\$ 31,015,086	\$ 34,787,865	\$ 36,041,865

Materials & Supplies

Office Supplies	\$ -	\$ 250	\$ 250	\$ 250
Postage	\$ 1,922	\$ 2,000	\$ 2,500	\$ 2,500
Bldg Maint Supplies	\$ -	\$ 500	\$ 500	\$ 500
Materials & Supplies	\$ 1,922	\$ 2,750	\$ 3,250	\$ 3,250

Other Services & Charges

Misc Contractual Services	\$ 756,550	\$ 832,747	\$ 913,860	\$ 913,860
Auditing Service	\$ 18,025	\$ 21,575	\$ 21,575	\$ 21,575
Bond Agent & Issuance Exp				\$ 329,300
Consultant Services	\$ -	\$ -	\$ 60,000	\$ 85,000
Data Processing Service	\$ 963	\$ 2,543	\$ 2,543	\$ 2,543
Software	\$ -	\$ -	\$ 236,130	\$ 236,130
Engineering & Design	\$ -	\$ -	\$ -	\$ 18,174
Management Services	\$ 2,062,510	\$ 2,005,981	\$ 2,716,462	\$ 2,716,462
Parking Deck 1 Mgmt Services	\$ 753,710	\$ 903,909	\$ 913,245	\$ 913,245
Parking Deck 2 Mgmt Services	\$ 404,907	\$ 490,907	\$ 494,805	\$ 494,805
Parking Deck 3 Mgmt Services	\$ 451,764	\$ 578,418	\$ 578,481	\$ 578,481
Snow Removal	\$ 148	\$ 2,500	\$ 2,500	\$ 2,500
Fire Alarm Monitoring	\$ 407	\$ 500	\$ 500	\$ 500
VOIP Payments to I S	\$ 200	\$ 200	\$ 200	\$ 200
Photocopying	\$ 40	\$ 500	\$ 500	\$ 500
Printing	\$ 94	\$ 250	\$ 250	\$ 250
General Liability		\$ 25,085	\$ 25,743	\$ 25,743
Misc Insurance	\$ 33,695	\$ -	\$ -	\$ -
Property	\$ 175,232	\$ 166,897	\$ 176,702	\$ 176,702
Public Officials	\$ 24,362	\$ 32,500	\$ 33,150	\$ 33,150
Misc Insurance Floater	\$ 200	\$ 935	\$ 935	\$ 935

**West Haymarket Joint Public Agency
Operating Budget
September 1, 2019 - August 31, 2020**

	Actual 2017-18	Budget 2018-19	Budget 2019-20	Amended Budget 2019-20
Electricity - Bldg & Grnds	\$ 9,046	\$ 9,900	\$ 9,500	\$ 9,500
Natural Gas	\$ 1,792	\$ 1,850	\$ 1,600	\$ 1,600
Telephone	\$ 1,275	\$ 1,350	\$ 1,350	\$ 1,350
Water	\$ 1,363	\$ 1,425	\$ 1,425	\$ 1,425
Thermal Heating & Cooling	\$ 2,746,906	\$ 2,450,000	\$ 3,040,000	\$ 3,040,000
City Share Linc Center Maint	\$ 29,295	\$ 31,000	\$ 31,000	\$ 31,000
Grounds Maintenance	\$ 6,486	\$ 18,000	\$ 18,000	\$ 18,000
Other Bldg Maintenance	\$ 351,012	\$ 437,000	\$ 515,000	\$ 515,000
Rent of Co/City Bldg Space	\$ 1,008	\$ 1,033	\$ 1,034	\$ 1,034
Parking Rent Bldg Comm	\$ 105	\$ 105	\$ 105	\$ 105
Advertising/Media Serv	\$ 570	\$ 1,320	\$ 1,560	\$ 1,560
Transfer of Funds	\$ -	\$ -	\$ 500,000	\$ 500,000
Fees Paid to State of NE	\$ 25	\$ 45	\$ 25	\$ 25
Credit Card/Bank Fees	\$ 5,840	\$ 7,500	\$ 7,500	\$ 7,500
Other Services & Charges	\$ 7,837,528	\$ 8,025,975	\$ 10,305,680	\$ 10,678,154
Capital Outlay - Equipment				
Cars & Trucks	\$ 16,200			
Concession Equipment	\$ 32,256	\$ 90,000	\$ 80,000	\$ 80,000
Data Processing Equipment	\$ 4,386		\$ 54,079	\$ 54,079
Miscellaneous Equipment	\$ 51,955	\$ 745,000	\$ 622,387	\$ 622,387
Radio Equipment	\$ 58,836			
Capital Outlay - Equipment	\$ 163,633	\$ 835,000	\$ 756,466	\$ 756,466
Capital Outlay - Improvements				
Buildings	\$ -	\$ -	\$ 850,000	\$ 850,000
Land	\$ -	\$ 2,900,000		\$ 97,938
Grounds Improvements	\$ -	\$ 350,000	\$ 825,000	\$ 825,000
Sewer System	\$ -	\$ -	\$ 97,200	\$ 97,200
Capital Outlay - Improvements	\$ -	\$ 3,250,000	\$ 1,772,200	\$ 1,870,138
Debt Service				
Bd Trustee Pmt-Serv Chg	\$ 2,520	\$ 2,620	\$ 2,620	\$ 2,620
Bd Trustee Pmt-Principal	\$ 565,000	\$ 580,000	\$ 580,000	\$ 605,000
Bd Trustee Pmt-Interest	\$ 16,212,117	\$ 16,192,346	\$ 16,168,646	\$ 13,202,707
Paymt To Refunding Escrow	\$ -	\$ -	\$ -	\$ 8,550,813
Debt Service	\$ 16,779,637	\$ 16,774,966	\$ 16,751,266	\$ 22,361,140
Bond/Note Proceeds				
Payment to Bond Escrow Agent	\$ -	\$ -	\$ -	\$ 1,254,000
Bond/Note Proceeds				\$ 1,254,000
Total Expenditures	\$ 24,782,720	\$ 28,888,691	\$ 29,588,862	\$ 36,923,148

RESOLUTION NO.

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

3 That the attached Change Order No. 1 to the Contract between the West Haymarket Joint
4 Public Agency and Nemaha Landscape Construction (WH01123) for Olsson Streetscape
5 Improvements, pursuant to Bid No. 19-245, for an additional amount of \$1,250.00, bringing the total
6 contract amount to \$226,050.00, is hereby approved and the Chairperson of the West Haymarket Joint
7 Public Agency Board of Representatives is hereby authorized to execute said Change Order No. 1 on
8 behalf of the JPA.

Adopted this _____ day of February, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tammy Ward

West Haymarket Joint Public Agency

CHANGE ORDER

PROJECT: Oscar 2.0 Streetscape	CHANGE ORDER NO.: <u>1</u>
PROJECT ID #: WH19-245	CHANGE ORDER DATE: <u>January 8, 2020</u>
CONTRACTOR: Nemaha Landscape Construction, Inc.	CONTRACT DATE: <u>October 24, 2019</u>

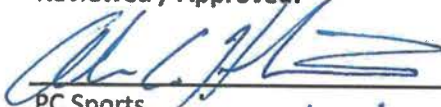
You are directed to make the following changes to the contract:

Approved Change Order 1	\$	1,250.00
	\$	-

The Original Contract Sum:	\$	224,800.00
Net Change by Previously Authorized Change Order:	\$	-
The Contract Sum prior to this Change Order:	\$	224,800.00
The Contract Sum will be (increased) (decreased) (unchanged):	\$	1,250.00
The New Contract Sum including this Change Order:	\$	226,050.00
The Contract Time will be (increased) (decreased) (unchanged):		

Reviewed / Approved:


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


 PC Sports
 Date: 2/04/20

 Mayor Gaylor Baird
 Date: _____


 Architect / Engineer of Record
 Date: 02/10/20

If over \$100,000


 Contractor
 Date: 2/11/2020

 JPA Approval
 Date: _____

RESOLUTION NO.

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

3 That the attached Design Amendment No. 1 to the Contract between the West Haymarket
4 Joint Public Agency and Olsson, Inc. (WH01087) for Project Oscar 2.0 Streetscape Improvements
5 to incorporate Phase 200 - Streetscape Testing, to incorporate all mileage and expenses into the
6 contract value, and to extend the contract time to October 31, 2020, is hereby approved and the
7 Chair of the West Haymarket Joint Public Agency Board of Representatives is hereby authorized
8 to execute said Amendment No. 1 on behalf of the West Haymarket Joint Public Agency.

Adopted this _____ day of February, 2020.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird


Tim Clare

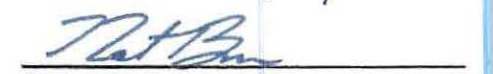
Tammy Ward

West Haymarket Joint Public Agency

DESIGN AMENDMENT		
PROJECT:	Project Oscar 2.0 Streetscape Improvements	AMENDMENT NO.: <u>1</u>
PROJECT ID #:	WH01087	AMENDMENT DATE: <u>February 17, 2020</u>
DESIGNER:	Olsson, Inc.	CONTRACT DATE: <u>July 25, 2019</u>
<p>You are directed to make the following changes to the contract:</p> <p style="margin-left: 40px;">Amendment #1:</p> <ol style="list-style-type: none"> 1. Incorporate Phase 200 - Oscar 2.0 Streetscape Testing into the Contract and in the current contract value. Testing to include subgrade and concrete testing. 2. Incorporate all mileage and expenses into the contract value. 3. Increase contract time to 10/31/2020 to allow for any design adjustments needed for BNSF Parking and Block 4 related JPA streetscape changes. 		
The Original Contract Sum:		\$ 18,100.00
Net Change by Previously Authorized Change Order:		\$ -
The Contract Sum prior to this Change Order:		\$ 18,100.00
The Contract Sum will be (increased) (decreased) (unchanged):		\$ -
The New Contract Sum including this Change Order:		\$ 18,100.00
The Contract Time will be (increased) (decreased) (unchanged):		10/31/2020

Reviewed / Approved:


 PC Sports
 Date: 2/18/20


 Designer
 Date: 02/17/20

 JPA Approval

Date: _____