MEETING NOTICE

LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY

TUESDAY, AUGUST 27, 2013

COUNTY-CITY BUILDING, ROOM 112

555 SOUTH 10th Street

9:00 A.M.

AGENDA

Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the Hearing Room.

1. **APPROVAL OF MINUTES –** July 30, 2013
2. **APPROVAL OF CLAIMS –** processed through August 20, 2013
3. **PUBLIC HEARING** – Budget Hearing for Fiscal Year 2013-14
4. **ADOPT RESOLUTION** – Resolution in the matter of approving the budget for fiscal year July 1, 2013 to June 30, 2014.
5. **PUBLIC COMMENT**
6. **SETTING OF NEXT MEETING –** September 24, 2013
7. **ADJOURNMENT**

MINUTES
LANCASTER COUNTY CORRECTIONAL FACILITY JOINT PUBLIC AGENCY (JPA)
COUNTY-CITY BUILDING, ROOM 112
555 SOUTH 10TH STREET
TUESDAY, JULY 30, 2013
9:00 A.M.

Present: Larry Hudkins, Chair; Carl Eskridge, Vice Chair; and Brent Smoyer

Absent: Chris Beutler

Others Present: Dennis Meyer, County Budget & Fiscal Officer; Mike Thurber, Corrections Director; Cori Beattie, Deputy County Clerk; Ann Taylor, County Clerk's Office

The Chair called the meeting to order at 9:03 a.m.

The location announcement of the Nebraska Open Meetings Act was given.

AGENDA ITEM

1 APPROVAL OF MINUTES OF JUNE 25, 2013 MEETING

MOTION: Smoyer moved and Eskridge seconded approval of the minutes of the June 25, 2013 meeting. Eskridge, Smoyer and Hudkins voted aye. Beutler was absent from voting. Motion carried 3-0.

2 APPROVAL OF CLAIMS PROCESSED THROUGH JULY 23, 2013

Dennis Meyer, County Budget and Fiscal Officer, presented claims totaling $28,823.27 from Wells Fargo for bank fees and Becker Construction, Inc. for services related to the warehouse.

MOTION: Smoyer moved and Eskridge seconded approval of the claims. Eskridge, Smoyer and Hudkins voted aye. Beutler was absent from voting. Motion carried 3-0.

3 FINANCIAL STATEMENT FOR FISCAL YEAR ENDING JUNE 30, 2013 (BUDGET BASIS)

Meyer said the spreadsheet that was included in the agenda packet shows activity over the last five years and the ending balance. He noted a public hearing and adoption of the budget will be scheduled on the August 27th meeting agenda.

In response to a question from Hudkins, Meyer said the main item to pay attention to in the budget is the property tax levy to make the bond payments, noting the bond payments and the tax request have remained fairly constant.

Hudkins asked whether the JPA has any financial obligation for the new road connection between Highway 6 and the new viaduct on Southwest 40th Street. Meyer said it does not.

MOTION: Smoyer moved and Eskridge seconded approval of the financial statement. Smoyer, Eskridge and Hudkins voted aye. Beutler was absent from voting. Motion carried 3-0.

4 PUBLIC COMMENT

Mike Thurber, Corrections Director, gave an update on the new Lancaster County Adult Detention Facility (LCADF), noting work continues on the inmate telephone and kiosk systems. He said the County Board is scheduled to take action at their meeting today on a contract for professional services related to the warehouse, noting the JPA will make the payments.

Eskridge inquired about plans to transfer inmates to the new facility. Thurber said they plan to close the Airpark facility first, then transfer inmates from the downtown jail facility.

Hudkins noted there have been concerns regarding weeds on the LCADF site. Thurber said he has contacted the nursery that is responsible for taking care of the grounds.

4 SETTING OF NEXT MEETING

The next meeting was scheduled for 9:00 a.m. on Tuesday, August 27, 2013.

5 ADJOURNMENT

MOTION: Smoyer moved and Eskridge seconded to adjourn the meeting at 9:12 a.m. Smoyer, Eskridge and Hudkins voted aye. Beutler was absent from voting. Motion carried 3-0.

Corie Beattie, for
Dan Nolte
Lancaster County Clerk

Lancaster County Correctional Facility Joint Public Agency
List of Claims through August 20, 2013

Item Number	Payee	Invoice	Amount	Description
Bond Proceeds -				
1	Wells Fargo	412-1853584 0713	140.70	Bank Fees - July 2013
2	Sampson Construction Co., Inc.	51	568,502.00	July 2013 Services - see attached invoice
3	The Clark Enersen Partners	C-08-0055 #63	1,908.47	Printing, Travel, and Consultant Expenses
4	Farris Engineering	14907 (#1)	3,300.00	Warehouse - interior design work
5	Wiss, Janney, Elstner Associates, Inc.	261172	8,800.00	Initial Mitigation Consulting Services
	TOTAL		582,651.17	

CLIENT ANALYSIS STATEMENT

WELLS FARGO

0182 0000 0002656 2164.
JULY 2013

RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
PO BOX 63020
SAN FRANCISCO, CA 94163

Officer: BALTERS, MONICA L
Phone No.: 402-434-4241

LANCASTER COUNTY CORRECTIONAL FACILITY
555 S 10TH ST
LINCOLN*NE*68508-2803

ANALYSIS SUMMARY

Average Positive Collected Balance	$	988,630.97
Investable Balance Available for Services	=	988,630.97
Current Month Analyzed Charges	-	140.70
Current Month Position	=	(140.70)
Net Shortfall Due	$	140.70
Total Amount Due	**$**	**140.70**

Number of days this cycle: 31

TOTAL AMT DUE WILL BE INVOICED ON AUG 09, 2013.

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
* 412-1853584	LANCASTER COUNTY TREASURER	988,630.97	988,630.97	0.00	0.00%	140.70

* Indicates billing account

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMIB	00 0230	RECOUPMENT MONTHLY IB	0.12750	988.63	126.05
		BALANCE & COMPENSATION INFORMATION			**126.05**
22051	01 0000	ACCOUNT MAINTENANCE-CHEXSTOR	5.00000	1.00	5.00
CK192	01 0499	CLIENT ANALYSIS INVOICE	0.00000	1.00	0.00
		GENERAL ACCOUNT SERVICES			**5.00**
22202	15 0100	DDA CHECKS PAID	0.05000	2.00	0.10
22030	15 0412	STOP PAYMENT - AUTO RENEWAL	1.50000	1.00	1.50
		PAPER DISBURSEMENT SERVICES			**1.60**
CK018	25 0201	ELECTRONIC CREDITS POSTED	0.05000	1.00	0.05
		GENERAL ACH SERVICES			**0.05**
ES030	35 0300	WIRE IN DOMESTIC	8.00000	1.00	8.00
		WIRE & OTHER FUNDS TRANSFER SERVICE			**8.00**

Total Analyzed Charges	**140.70**
Total Fee Based Charges	**0.00**
Total Service Charges	**140.70**

CLIENT ANALYSIS STATEMENT

WELLS FARGO

TREND ANALYSIS

Month	Average Ledger Balance	Average Positive Collected Balance	Investable Balance Available for Services	Earnings Credit Rate	Earnings Allowance	Fee Based Charges	Analyzed Charges	Monthly Position
FEB 2013	195,643	195,643	195,643	0.00%	N/A	0	38	(38)
MAR 2013	427,257	427,257	427,257	0.00%	N/A	0	76	(76)
APR 2013	1,641,184	1,641,184	1,641,184	0.00%	N/A	0	222	(222)
MAY 2013	2,248,920	2,248,920	2,248,920	0.00%	N/A	0	304	(304)
JUN 2013	1,143,680	1,143,680	1,143,680	0.00%	N/A	0	159	(159)
JUL 2013	988,631	988,631	988,631	0.00%	N/A	0	141	(141)
AVG	**1,107,553**	**1,107,553**	**1,107,553**					

Note: Customer must examine this statement and report to Bank any claim for credit or refund within 60 days after Bank makes the statement available. If Bank does not receive notice of error or discrepancy within this time frame, items on the statement will be deemed to be correct.

CLIENT ANALYSIS STATEMENT

WELLS FARGO

0182 0427 0002656 00.0
JULY 2013

ACCOUNT SUMMARY

WELLS FARGO BANK, N.A.
PO BOX 63020
SAN FRANCISCO, CA 94163

Officer: BALTERS, MONICA L
Phone No.: 402-434-4241

LANCASTER COUNTY TREASURER
JPA CONSTRUCTION
555 S 10TH ST
LINCOLN, NE 68508-2803

Average Positive Collected Balance.....	$	988,630.97
Investable Balance Available for Services.....	=	988,630.97
Current Month Analyzed Charges.....	-	140.70

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		GENERAL ACCOUNT SERVICES			**5.00**
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		PAPER DISBURSEMENT SERVICES			**1.60**
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		GENERAL ACH SERVICES			**0.05**
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		WIRE & OTHER FUNDS TRANSFER SERVICE			**8.00**

Total Analyzed Charges	**140.70**
Total Fee Based Charges	**0.00**
Total Service Charges	**140.70**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER: The County of Lancaster, NE
555 South 10th Street
Lincoln, NE 68508

FROM CONTRACTOR:
Sampson Construction Co., Inc.
3730 So. 14th St.
Lincoln, NE 68502

CONTRACT FOR: General

PROJECT: Lancaster County Detention Facility
West O Street & Southwest 40th Street

VIA: Angie Koziol, Business Manager
Lancaster County Dept. of Corrections
605 South 10th Street
Lincoln, NE 68508

APPLICATION NO: 51

PERIOD TO: 7/31/2013

PROJECT NOS: 08041

CONTRACT DATE: 5/13/2008

Distribution to:
- [ ] OWNER
- [ ] CONTRACTOR
- [ ]
- [ ]
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 59,900,000.00
2. Net change by Change Orders		$ 642,910.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 60,542,910.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 59,461,841.00
5. RETAINAGE:		
a. ___ % of Contract Sum (Column D + E on G703)	0.00	
b. ___ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 59,461,841.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 58,888,339.00
8. RETAINAGE PREVIOUSLY BILLED-PAY APP #48		125,000.00
9. CURRENT PAYMENT DUE		$ 448,502.00
10. **TOTAL AMOUNT DUE**		**573,502.00** <50000 # 568502
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,081,069.00 + 5,000 1086,069

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$642,910.00	
Total approved this Month		
TOTALS	$642,910.00	$0.00
NET CHANGES by Change Order	$642,910.00	

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

CONTRACTOR: Sampson Construction Co., Inc.

By: _____ Date: 8-6-13

State of: Nebraska County of: Lancaster
Subscribed and sworn to before me this 6th day of August 2013
Notary Public: Julie A. Scheele
My Commission expires: 5-14-2016

GENERAL NOTARY - State of Nebraska
JULIE A. SCHEELE
My Comm. Exp. May 14, 2016

OWNER APPROVAL

APPROVED AMOUNT ..... $ 568,502

OWNER: Lancaster County Corrections

By: Michael Thurk Date: 8-19-13

This Certificate is not negotiable. The APPROVED AMOUNT is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 51
APPLICATION DATE: 8/6/2013
PERIOD TO: 7/31/2013
ARCHITECT'S PROJECT NO: 08041

LANCASTER COUNTY DETENTION FACILITY

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE THRU CHANGE ORDER #1	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	3A-Augered CIP Piles (Longfellow Foundations)	446,501	446,501			446,501	100%		
2	3B-Found./Poured Walls/CIP Retain Walls (Stephens & Smith)	1,513,752	1,513,752			1,513,752	100%		
3	3B-Interior Slabs (Sampson Construction)	1,067,644	1,067,644			1,067,644	100%		
4	3C-Precast Struct. Conc/Steel Erection (Concrete Industries)	7,485,841	7,485,841			7,485,841	100%		
5	4A-Masonry (Midwest Masonry)	2,987,530	2,987,530			2,987,530	100%		
6	Plumbing/Electrical Precast & Masonry Coordination	23,817	23,817			23,817	100%		
7	5A-Steel Materials (Steel Fabricators)	454,325	454,325			454,325	100%		
8	Expansion Joints	22,041	22,041			22,041	100%		
9	6A-Rough Carpentry (Mark Sass)	118,939	118,939			118,939	100%		
10	Rough Carpentry (Sampson Const.)	12,944	12,944			12,944	100%		
11	6B-Finish Carpentry (Sampson Construction)	1,004,071	1,004,071			1,004,071	100%		
12	7A-Joint Sealants (McGill Brothers)	418,140	418,140			418,140	100%		
13	7B-Waterproofing and Subdrainage	192,256	192,256			192,256	100%		
14	7C-Fireproofing and Firestopping	17,010	17,010			17,010	100%		
15	7D-Metal Wall Panels/Sheet Metal Flashings & Trim (SGH)	350,811	350,811			350,811	100%		
16	7E-Roofing/Sheet Metal Flashings & Trim (Sprague Roofing)	1,330,564	1,330,564			1,330,564	100%		
17	7F-Spray on Foam Insulation (Liquid Foam Insulation)	8,841	8,841			8,841	100%		
18	8A-Doors and Hardware (DH Pace Company)	570,445	567,413	3,032		570,445	100%		
19	8B-Overhead Doors & Loading Dock Equip. (Raynor Doors)	197,384	197,384			197,384	100%		
20	8C-Aluminum and Glass (City Glass)	754,343	754,343			754,343	100%		
21	8D-Skylights & Translucent Panel Roof System (SGH)	360,128	360,128			360,128	100%		
22	9A-Metal Framing/Drywall/Sheath/Firestop (E & K of Omaha)	1,734,556	1,734,556			1,734,556	100%		
23	9B-Hardcoat Exterior Finish System (Paul L. Kess)	41,200	41,200			41,200	100%		
24	9C-Ceilings (T-C Ceilings)	415,529	415,529			415,529	100%		
25	9D-Tile (Great Plains Stone & Tile)	65,302	65,302			65,302	100%		
26	9E-Flooring (Floors Inc.)	429,707	429,707			429,707	100%		
27	Allowance for Attic Stock for Finish Materials	37,500						37,500	
28	9F-Resinous Flooring (Surface Sealers)	285,798	285,798			285,798	100%		
29	9G-Painting/Staining (Gene Phillips)	307,096	307,096			307,096	100%		
30	Parking Lot Striping (Bestco)	1,633	1,633			1,633	100%		
31	9H-Painting/High Perf. Coatings & Epoxy (Surface Sealers)	1,129,767	1,129,767			1,129,767	100%		
32	Post Punchlist Finish Corrections Allowance	5,250						5,250	
33	10A-Signage (ASI Modulex)	48,094	46,850	1,244		48,094	100%		
34	Fire Extinguishers	6,342	6,342			6,342	100%		
35	10B-Operable Partitions (SGH)	24,213	24,213			24,213	100%		

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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PERIOD TO: 7/31/2013
ARCHITECT'S PROJECT NO: 08041

LANCASTER COUNTY DETENTION FACILITY

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE THRU CHANGE ORDER #1	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
36	10C-Access Flooring (Porter Trustin Carlson)	16,715	16,715			16,715	100%		
37	11A-Detention (Chief Custom Products)	2,311,745	2,311,745			2,311,745	100%		
38	11B-Property Storage System (Midwest Storage Solutions)	128,165	128,165			128,165	100%		
39	11C-Laundry Equipment (A A Horwath)	400,745	400,745			400,745	100%		
40	11D-Food Service Equipment (Paramount Restaurant)	1,610,926	1,610,926			1,610,926	100%		
41	12-Roller Window Shades (Craftsman Window Covering)	37,524	37,524			37,524	100%		
42	13-Prefabricated Precast Concrete Cell Module (Tindall Corp.)	4,204,789	4,204,789			4,204,789	100%		
43	14-Conveying Systems (Eletech)	379,255	379,255			379,255	100%		
44	21-Fire Sprinkler (Nifco)	833,615	833,615			833,615	100%		
45	22-Plumbing & Hydronic Piping (Midwest Mechanical)	4,722,728	4,711,372	11,356		4,722,728	100%		
46	23-HVAC/Controls/Balancing (Falcon)	3,781,620	3,781,620			3,781,620	100%		
47	16A-Electrical (Commonwealth Electric)	5,224,232	5,196,636	27,596		5,224,232	100%		
48	28-Electronic Safety & Security (Accurate Controls)	2,742,167	2,675,196	34,269		2,709,465	99%	32,702	
49	Special Systems (TV)	121,945	121,945			121,945	100%		
50	31A-Earthwork (Shanahan Brothers)	458,965	458,965			458,965	100%		
51	Site Access Roadway	347,846	347,846			347,846	100%		
52	32A-Landscaping (Lanoha Nurseries)	390,324	387,614			387,614	99%	2,710	+ 5000
53	32B-Concrete Paving & Sidewalks (Platte Valley Precast)	1,127,629	1,127,629			1,127,629	100%		
54	32D-Chain-link Fences and Gates (American Fence)	209,643	158,183	7,449		165,632	79%	44,011	per MT
55	33-Utilities (True Line Underground)	554,354	554,354			554,354	100%		
56	Testing/Special Inspections (Olsson)	178,000	134,489	2,809		137,298	77%	40,702	
57	GC-General Conditions	3,467,000	3,383,631	44,116		3,427,747	99%	39,253	
58	Building Permit	159,514	159,514			159,514	100%		
59	Builders Risk Insurance	101,435	166,399	(64,964)		101,435	100%		
60	Bond	237,857	237,857			237,857	100%		
61	Fee @ 3.25%	1,869,678	1,863,843	2,174		1,866,017	100%	3,661	
62	Preconstruction Services	179,900	179,900			179,900	100%		
63	Contingency	875,280						875,280	
	GRAND TOTALS	**60,542,910**	**59,392,760**	**69,081**		**59,461,841**	**98%**	**1,081,069**	5000 0

Lancaster County General Conditions 7/28/2013

		Budget	Monthly Cost 6-28-13	Cost to Date 6-28-13	Monthly Cost 7-28-13	Cost to Date 7-28-13
1021	Survey	$ 82,800	$ -	$ 19,054	$ -	$ 19,054
1022	Submittal exchange	$ 15,000	$ -	$ 13,050	$ -	$ 13,050
1101	Printing & postage	$ 36,000	$ -	$ 2,843	$ -	$ 2,843
1150	Supervision	$ 870,000	$ 192	$ 655,779	$ 264	$ 656,043
1151	Project management	$ 960,000	$ 4,111	$ 968,357	$ 6,207	$ 974,564
1152	Contract Administration	$ 135,000	$ 149	$ 22,627	$ 179	$ 22,806
1156	Temp. office equipment & supplies	$ 27,000	$ -	$ 7,804	$ -	$ 7,804
1501	Temp. Electric	$ 105,000	$ 13,456	$ 207,673	$ -	$ 207,673
1503	Temp. Heat	$ 218,732	$ 8,329	$ 205,326	$ -	$ 205,326
1504	Temp. phones	$ 42,000	$ 17	$ 22,673	$ 51	$ 22,724
1505	Temp. Water	$ 15,000	$ 1,698	$ 38,661	$ -	$ 38,661
1510	Security	$ 24,000	$ -	$ 56,070	$ -	$ 56,070
1516	Temp. toilet	$ 46,800	$ -	$ 29,914	$ -	$ 29,914
1518	Dumpsters	$ 39,000	$ 409	$ 40,499	$ -	$ 40,499
1519	Safety administration	$ 75,000	$ -	$ 46,925	$ -	$ 46,925
1520	Fencing perimeter of site	$ 25,980	$ -	$ -	$ -	$ -
1521	Barricades/traffic control	$ 21,000	$ -	$ 3,623	$ -	$ 3,623
1530	Other costs	$ 19,802	$ -	$ 14,005	$ -	$ 14,005
1601	Temp. Heat equipment	$ 35,000	$ 354	$ 4,466	$ -	$ 4,466
1602	Temp. Cooling equipment	$ 34,000	$ -	$ -	$ -	$ -
1603	Winter enclosures	$ 55,000	$ -	$ 66,632	$ -	$ 66,632
1702	Material Handling	$ 42,000	$ -	$ 72,447	$ -	$ 72,447
1703	site maint./pump water/snow removal	$ 39,000	$ -	$ 39,000	$ -	$ 39,000
1705	Daily Clean-up	$ 364,554	$ -	$ 176,710	$ -	$ 176,710
1710	Final Clean-up	$ 243,036	$ 1,000	$ 130,755	$ -	$ 130,755
1800	Close out	$ 26,880	$ 2,676	$ 36,912	$ 5,024	$ 41,936
1900	Equipment	$ 297,000	$ -	$ 435,000	$ -	$ 435,000
1903	Temp. office	$ 54,000	$ -	$ 60,908	$ -	$ 60,908
1904	Storage containers	$ 48,000	$ -	$ 38,309	$ -	$ 38,309
	Total		$ 32,391	$ 3,416,022	$ 11,725	$ 3,427,747

Liberty Mutual.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

CONSENT OF SURETY REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

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

RE: New Lancaster County Detention Center, Lincoln, NE

Obligee: Lancaster County Principal: Sampson Construction Co., Inc.

Project Number:

Contract For: County Detention Center Contract Date: May 13, 2008

In accordance with the provisions of the contract between the Obligee and the Principal described above, LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the "Surety"), on bond number 012-015-049 (the "Bond") of the Principal, hereby consents to the reduction in or partial release of retainage to the Principal as follows:

Reduction in Retainage from $379,421 to -0-

The Surety agrees that such reduction in or partial release of retainage to the Principal shall not relieve the Surety of any of its obligations to Obligee as set forth in the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 1st day of August, 20 13.

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: Carol A. Dorn (Seal)
Attorney-in-Fact
Carol A. Dorn

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. 5026985

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **KEVIN D. MCCARVILLE, CAROL A. DORN, ROHN P. LOYD, EDITH SUE STROMBERG, ALL OF THE CITY OF LINCOLN, STATE OF NEBRASKA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **EIGHTY MILLION AND 00/100 DOLLARS ($ 80,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

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

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 29th day of November, 2011.

LIBERTY MUTUAL INSURANCE COMPANY

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of November, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE
I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 1st day of August, 2013.

Gregory W. Davenport, Assistant Secretary

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

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

The Clark Enersen Partners

Mike Thurber
Lancaster County
Corrections Administration
605 South 10th Street
Lincoln, NE 68508

August 13, 2013
Project No: 675-002-08
Invoice No: 63

Project 675-002-08 Lancaster Cnty Adult Detention Facility

For professional services rendered for the period June 29, 2013 to August 2, 2013 for the referenced project.

Fee Earned:

Billing Phase	Contract Amount	Percent Complete	Previous Fee Billing	Current Fee Billing
Schematic Design	795,890.66	100.00	795,890.66	0.00
Design Development	995,302.72	100.00	995,302.72	0.00
Construction Documents	1,892,286.96	100.00	1,892,286.96	0.00
Bidding and Construction Administration	496,519.66	100.00	496,519.66	0.00
Amendment 001-112 Bed Addition	185,500.00	100.00	185,500.00	0.00
Amendment 002-Additional CA	45,000.00	100.00	45,000.00	0.00
Amendment 003-Additional CA Meetings	66,240.00	99.00	65,577.60	0.00
Amendment 004-"O" Street Entrance	40,675.00	100.00	40,675.00	0.00
Total Fee	4,517,415.00		4,516,752.60	0.00
		Total Fee		**0.00**

Reimbursable Expenses

Printing	176.70	
Travel	15.82	
Consultant Expenses	1,715.95	
Total Reimbursable Expenses	**1,908.47**	**1,908.47**

Project	675-002-08	Lancaster Cnty Adult Detention Facility	Invoice 63

Billing Limits	**Current**	**Prior**	**To-Date**
Fees	0.00	4,516,752.60	4,516,752.60
Limit			4,517,415.00
Remaining			662.40
Expenses	1,908.47	142,440.37	144,348.84
Limit			329,523.00
Remaining			185,174.16

Total this Invoice **$1,908.47**

Melanie D. Stover

Melanie D. Stover
Business Manager

Michael Thaden
8·19·13

✓ GDN

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

FARRIS ENGINEERING
12700 West Dodge Road
Omaha, NE 68154

July 09, 2013
Project No: 132061
Invoice No: 14907

Mike Thurber
Lancaster County Corrections Department
Jail Complex
605 S. 10th Street
Lincoln, NE 68508

Project 132061 LCAD Warehouse

Professional Services through June 21, 2013

Fee

Total Fee	22,000.00			
Percent Complete	15.00	Total Earned	3,300.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	3,300.00	
		Total Fee		**3,300.00**
			Total this Invoice	**$3,300.00**

Authorized By: Greg T. Kronaizl / MKM

Gregory T. Kronaizl, President/CEO

WJE | ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc
330 Pfingsten Road
Northbrook, Illinois 60062
847.272.7400 tel | 847.291.9599 fax
www.wje.com

Please mail remittance to P.O. Box 71801, Chicago, Illinois 60694 TIN: 36-2757956
Invoice Due Upon Receipt

LANCASTER COUNTY ATTORNEY'S OFFICE
ATTN: BRITTANY BEHRENS
575 S. 10TH STREET
LINCOLN, NE 68508

Date:	August 08, 2013
Project No:	2013.0476.2
Invoice No:	0261172
Client No:	100017
Project Mgr:	Stephen Schmitt, Jr.
Office:	JRJ Tech Center
Phone:	(847) 272-7400

Final Billing

LANCASTER DETENTION CENTER
INITIAL MITIGATION CONSULTING SERVICES

Tasks Associated with July 12, 2013 Proposal Letter:

Task 1 - Scope Development and Coordination with N. Krizek	$2,000.00
Task 2 - July 16 Site Visit (S. Schmitt) and Site Observation Report No. 1	$4,000.00
Task 3 - July 26 and 29 Site Visits (J. Dimig) and Site Observation Report No. 2	$2,800.00
Total This Invoice	**$8,800.00**

Acceptance (2013.0476.2)
Printed Name:
As Agent For:
Signature:
Date:

RECEIVED
C-13-0407
AUG 14 2013
LANCASTER COUNTY
CLERK

WJE

Terms and Conditions for Professional Services

Wiss, Janney, Elstner Associates, Inc. or **WJE Engineers & Architects, P.C. (WJE)** has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and out-of-pocket expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at $0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices considered past due are subject to any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due providing that WJE gives seven calendar days' notice to Client as practicable. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault

of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings, WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree.

10. Governing Law. The laws of the state where WJE performs its services shall govern.

11. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld.

12. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal, and WJE will not undertake to guarantee continued coverage beyond the individual policy term. Excess coverage is available for exposures over primary policy limits except for professional liability.

13. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

14. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

15. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

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Special Terms for Laboratory Services:

Material samples not consumed in WJE's work will be discarded 30 days after completion of the project unless the client requests other disposition. WJE cannot be responsible for material after 30 days and client shall inform WJE in writing how to otherwise dispose of the samples including storage charges at WJE. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage.