

**AGENDA  
CITY COUNCIL MEETING  
May 7, 2019**

1. [Call the Meeting to Order – 5:30 p.m.](#)
2. [Pledge of Allegiance](#)

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the Council Chambers.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. [Approval of Minutes – April 16, 2019](#)
4. [Approval of Claims](#)
5. [Proclamations: National Public Works' Week – May 19<sup>th</sup> – May 25<sup>th</sup>, 2019](#)
6. [Public Hearing: To consider the Planning Commission's recommendation regarding the "Preliminary Plat for Southeast Addition." The applicant for the request is the City of Wayne. \(Advertised Time: 5:30 p.m.\)](#)

**Background:** This matter was continued/tabled from the meeting of April 2<sup>nd</sup> due to the lateness of the plat being prepared. As stated at that time, the City Council has expressed an interest in selling/developing the land along the newly paved 4<sup>th</sup> Street. This preliminary plat starts the conversation of how it wants to develop this area. The Planning Commission meets on May 6<sup>th</sup> and will have a recommendation for the Council. If approved, a Final Plat would still need to be approved by both the Planning Commission and the Council before any parcels could be sold.

7. [Resolution 2019-21: Approving the "Preliminary Plat for Southeast Addition"](#)
8. [Resolution 2019-25: Approving Agreement with Certified Testing Services, Inc., for construction materials testing services for the "2018 Wayne Pedestrian Curb Ramp Project" – CDBG No. 16-CD-108](#)

**Background:** This agreement is for concrete/construction materials testing for the above-referred to project. The fee of approximately \$6,000 - \$8,000 is for conducting 15 concrete tests with cylinder breaks. This is not a lump sum proposal. CTS will only bill us for the work completed.

9. [Resolution 2019-26: Approving/Appointing JEO Consulting Group, Inc., as the special engineer to be used on the "Transmission Water Main from North Well Field to City Limits Project"](#)

**Background:** The City sought and received “Requests for Proposals” for engineering consulting services from the following four engineering firms for the “North Transmission Water Main Project:”

- ♦ JEO Consulting Group, Inc. – Basic Fee \$110,000 and \$11,000 for additional services needed for the “Drinking Water State Revolving Fund” should the City utilize this funding for the project.
- ♦ Olsson - \$139,300
- ♦ Leo A Daly - \$162,000
- ♦ Schemmer - \$307,200

Staff reviewed the proposals and are recommending that JEO Consulting Group, Inc., be approved/appointed as the special engineer for the above-referred to project.

10. [Ordinance 2019-4: Amending Wayne Municipal Code, Section 78-132 Prohibited Parking; Southwest Quadrant of the City](#)

**Background:** This ordinance and the following ordinance will amend the parking codes in the Southwest Quadrant of the City to extend the prohibited and restricted parking on both the east and west sides of the centerline of Sherman Street from the south line of West 7<sup>th</sup> Street south to the north line of West 4<sup>th</sup> Street and from the south line of West 3<sup>rd</sup> Street south to the city limits instead of to the north line of Grainland Road to encompass the new housing development in that area. The changes in both ordinances are highlighted in red.

11. [Ordinance 2019-5: Amending Wayne Municipal Code, Section 78-133 Restricted Parking 12:00 Midnight to 5:00 a.m.; Southwest Quadrant of the City](#)

12. [Action on a request to place a retaining wall in City of Wayne right-of-way pursuant to Sec. 91-078 \(B\) of the Wayne Municipal Code — BJ Woehler](#)

**Background:** Robert Woehler & Sons Construction obtained a building permit to add onto their building. They have added roof drains that drain out to the City storm sewer. They would like to now add a retaining wall that will be partially in the City’s right-of-way and will also require future sidewalk to go out against the street. Therefore, according to City Code, they need Council approval to first build a retaining wall structure in the City’s right-of-way, and second, to force the sidewalk to be placed along the back of the street on the lot next to their building rather than the location prescribed by the Code.

13. [Discussion regarding the Standard Specifications for Construction of Water, Sewer, Storm Sewer and Paving \(Part 2\) — Joel Hansen, Street and Planning Director](#)

**Background:** This is Part 2 of the standard specification book that Joel is revising. Hard copies will be available for you at meeting time.

14. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
April 16, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, April 16, 2019, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Dwaine Spieker, Terri Buck, Jon Haase, Jennifer Sievers, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 4, 2019, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of April 2, 2019, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AUTO ANATOMY ALTERNATIVES, SU, 147.66; BSN SPORTS, SU, 2999.98; CARHART LUMBER COMPANY, SU, 399.89; CASILLAS, OSCAR, RE, 500.00; CITY EMPLOYEE, RE, 188.65; CITY EMPLOYEE, RE, 12.66; CITY OF WAYNE, RE, 884.35; COPY WRITE PUBLISHING, SE, 649.63; DAVE'S DRY CLEANING, SE, 108.00; DEARBORN NATIONAL LIFE, SE, 2511.10; EAKES OFFICE PLUS, SE, 618.60; EASYPERMIT POSTAGE, SU, 1845.06; ECHO GROUP, SU, 450.26; EMPLOYERS MUTUAL CASUALTY, RE, 140.90; FLOOR MAINTENANCE, SU, 169.51; GENO'S STEAKHOUSE, SE,

1491.50; GILL HAULING, SE, 237.50; GROSSENBURG IMPLEMENT, SU, 766.99; HILAND DAIRY, SE, 77.57; HYTREK LAWN, SE, 800.00; INGRAM LIBRARY SERVICES, SU, 606.89; IOWA PUMP WORKS, SE, 1100.74; J.P. COOKE COMPANY, SU, 178.82; JACK'S UNIFORMS, SU, 132.40; JEO CONSULTING GROUP, SE, 2710.00; KAUP FORAGE & TURF, SU, 360.00; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 125.00; LUTT OIL, SU, 4142.11; MAAS, COURTNEY, RE, 160.96; MAIN STREET GARAGE, SE, 40.00; MARCO, SE, 366.81; MATHESON-LINWELD, SU, 44.02; MIDWEST LABORATORIES, SE, 164.00; NDRI USA, SE, 80.00; NE DEPT OF LABOR, SE, 120.00; NE LAW ENFORCEMENT, SE, 110.00; NEBRASKA ENVIRONMENTAL PRODUCTS, SU, 645.94; NPPD, SE, 29069.47; NMPP ENERGY, FE, 2221.40; ONE CALL CONCEPTS, SE, 27.67; PAC N SAVE, SU, 949.38; PEERLESS WIPING CLOTH, SU, 331.50; PENGUIN RANDOM HOUSE, SU, 618.75; PITNEY BOWES, SE, 253.85; PROMES, BEN, RE, 209.44; SELECT APPLIANCE, SE, 84.53; SHOPKO, SU, 114.56; SKARSHAUG TESTING LAB, SE, 176.54; THE PENDER TIMES, SU, 43.00; TITAN MACHINERY, SU, 360.33; TYLER TECHNOLOGIES, SE, 1375.00; US BANK, 10080.86; VAKOC CONSTRUCT, SU, 303.06; VERIZON, SE, 318.38; WASHINGTON COUNTY COURT, RE, 150.00; WAYNE AUTO PARTS, SU, 741.88; WAYNE COUNTY CLERK, SE, 10.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE COUNTY COURT, RE, 150.00; WAYNE HERALD, SE, 254.00; WAYNE HERALD, SE, 968.56; WAYNE VETERINARY CLINIC, SE, 39.00; WAPA, SE, 19388.49; WIESE, TONY, RE, 100.00; WISNER WEST, SU, 140.59; WRECK-AMENDED TOWING & RECOVERY, SE, 325.00; AMERICAN UNDERGROUND SUPPLY, SU, 653.04; AMERITAS, SE, 87.86; AMERITAS, SE, 2715.36; AMERITAS, SE, 72.00; AMERITAS, SE, 60.07; APPEARA, SE, 144.63; BAKER & TAYLOR BOOKS, SU, 661.72; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1161.50; BROWN, SANDY, RE, 144.48; CITY EMPLOYEE, RE, 731.25; CITY EMPLOYEE, RE, 250.00; CITY OF WAYNE, PY, 73583.46; CITY OF WISNER, FE, 30.00; CONSOLIDATED MANAGEMENT, SE, 21.42; COTTONWOOD WIND PROJECT, SE, 16241.34; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; ECHO GROUP, SU, 102.50; ENGINEERED CONTROLS, SU, 3250.00; ETS, SE, 20.89; ETS, SE, 1562.84; ETS, SE, 1247.20; FLOOR MAINTENANCE, SU, 156.86; GROSSENBURG IMPLEMENT, SU, 83.38; HAWKINS, SU, 284.41; HILAND DAIRY, SU, 66.71; HOMETOWN LEASING, SE, 284.32; ICMA, SE, 9946.68; IRS, TX, 12727.28; IRS, TX, 9551.65; IRS, TX, 2976.58; MAGUIRE IRON, SE, 5800.00; MARCO TECHNOLOGIES, SE, 182.96; NE DEPT OF REVENUE, TX, 3899.38; NEBRASKA DHHS DPH, FE, 50.00; OVERDRIVE, SU, 902.44; OVERHEAD DOOR, SE, 211.50; PAR MAR SECURITY SERVICES, SE, 788.04; RR DONNELLEY, SU, 114.72; SEBADE HOUSING, RE, 4233.15; SPARKLING KLEAN, SE, 2886.90; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1709.00; STATE NEBRASKA BANK-PETTY CASH, RE, 106.68; UNITED HEALTHCARE, SE, 41251.10; VILLAGE OF EMERSON, RE, 500.00; WAYNE COMMUNITY SCHOOLS, RE, 2750.25; WAYNE COMMUNITY SCHOOLS FFA, RE, 200.00J; WAYNE COUNTY COURT, RE, 150.00; WAYNE COUNTY COURT, RE, 287.50; WAYNE COUNTY COURT, RE, 150.00; WESTERN RIDGE III, RE, 10549.14; WIGMAN COMPANY, SU, 761.45

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The Mayor proclaimed April 26<sup>th</sup> as Arbor Day and May 5<sup>th</sup> – 11<sup>th</sup> as Municipal Clerks' Week.

City Clerk McGuire received from the Nebraska Liquor Control Commission a Manager Application on behalf of Joshua Sievers for the Wayne Hospitality Group, LLC, d/b/a the Cobblestone Hotel.

Josh Sievers, the new manager of the Cobblestone Hotel, was present to answer questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, to approve the Nebraska Liquor Control Commission's Manager Application on behalf of Joshua Sievers for the Wayne Hospitality group, LLC, d/b/a Cobblestone Hotel. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, was present requesting Council consideration to approving the Wayne Volunteer Fire Department Application for Membership of Christopher Williams.

Christopher Williams was present to answer questions.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, to approve the Wayne Volunteer Fire Department Application for Membership of Christopher Williams. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Rusty Parker gave an update on the Golf Course Clubhouse Improvement Project.

Irene Fletcher, representing Wayne Area Economic Development, Inc., and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- ❖ On Friday, July 12<sup>th</sup>, the Committee is requesting the closure of the following streets from 2:30 p.m. until 2:00 a.m. for the Annual Henoween Celebration: Main Street from 1st Street to 3<sup>rd</sup> Street; 2<sup>nd</sup> Street from the east alley to the west alley and 3<sup>rd</sup> Street from Pearl to the alley east of Main Street; and that the closed areas on 2<sup>nd</sup> and 3<sup>rd</sup> Streets be dedicated to handicap and vendor parking; and then from 3:15 p.m. to 2:00 a.m. Main Street from 3<sup>rd</sup> Street to 4<sup>th</sup> Street.

Discussion took place on the time change to close Main Street from 3<sup>rd</sup> Street to 4<sup>th</sup> Street at 3:15 p.m. Ms. Fletcher stated she had been made aware of some concerns from Melanie Loggins with the Majestic Theater. They have a movie showing at 3:00 p.m. that day and Ms. Loggins feels that the closure could interfere with attendance at the movie. However, this time closure would compromise the vendor set-up. WAED does not generally use that area for staging unless there are activities that have asked to be in that area, but it has to be closed because of the detour on 4<sup>th</sup> Street.

Councilmember Brodersen stated she had advised Ms. Loggins to let her patrons know as they come in to the theater that they would have to move their car as soon as the movie is over.

Councilmember Eischeid stated he was not in favor of changing the time.

Ms. Fletcher stated the 2:30 p.m. closure has been taking place since 2013. Prior to that, the street closure was at 3:00 p.m. She believed the street closures should be at one time.

Police Chief Chinn stated he usually has to tow between two and four cars per year. He said every year it is a nightmare because of the cars that are parked and left on the closed streets. The people who park there either choose not to see the signs or they do not see them, and it takes hours to make contacts.

Administrator Blecke stated it is easier to close the streets at one time. The important thing is that the detour has to be at 4<sup>th</sup> and Main, so you cannot leave that portion open and close the rest of the area. That is the concern he has. The street closings have to either all be at 3:15 p.m. or all at 2:30 p.m.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, approving the request of the Chicken Show Committee to close the following streets on Friday, July 12<sup>th</sup> from 2:30 p.m. until 2:00 a.m. for the Annual Henoween Celebration: Main Street from 1st Street to 4<sup>th</sup> Street; 2<sup>nd</sup> Street from the east alley to the west alley and 3<sup>rd</sup> Street from Pearl to the alley east of Main Street; and that the closed areas on 2<sup>nd</sup>

and 3<sup>rd</sup> Streets be dedicated to handicap and vendor parking. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who voted Nay, the Mayor declared the motion carried.

Irene Fletcher, representing Wayne Area Economic Development, Inc., and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- ❖ On Saturday, July 13<sup>th</sup>, the Committee is requesting the closure of the following streets from 6:00 a.m. until 5:00 p.m., for the Annual Chicken Show Celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln and Douglas Streets from 10<sup>th</sup> Street to 8<sup>th</sup> Street. The intersections at 10<sup>th</sup> and Douglas, 10<sup>th</sup> and Lincoln, and 9<sup>th</sup> and Lincoln Streets are also requested to be closed.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the request of the Chicken Show Committee to close the following streets on Saturday, July 13<sup>th</sup>, from 6:00 a.m. until 5:00 p.m. for the annual Chicken Show celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln and Douglas Streets from 10<sup>th</sup> Street to 8<sup>th</sup> Street; as well as the intersections at 10<sup>th</sup> and Douglas, 10<sup>th</sup> and Lincoln, and 9<sup>th</sup> and Lincoln Streets. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Irene Fletcher, representing Wayne Area Economic Development, Inc., and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- ❖ On Saturday, July 13<sup>th</sup> for the Annual Chicken Show Parade from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1st to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street will also be used for the parade.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, approving the request of the Chicken Show Committee to close the following streets on Saturday, July 13<sup>th</sup>, for the Annual Chicken Show Parade from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1st to 10th Street (including intersections) and

10th Street from Main Street to Lincoln Street. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Irene Fletcher, representing Wayne Area Economic Development, Inc., and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- ❖ On Sunday, July 14<sup>th</sup>, for the car show from 7:00 a.m. until 2:00 p.m.: 2<sup>nd</sup> Street from Main Street to Pearl Street.

The Chicken Show Committee has been looking for some alternate sites for the car show. The car show starts at 9:00 a.m. and essentially ends at 1:00 p.m. They have added additional time at the beginning and end for set up and closing. This does not involve closing Main Street or Pearl Street. She noted that most communities have their car shows either on Main Street or on the side streets.

Ms. Fletcher stated the location they are requesting gives them access to amenities such as restrooms, etc.

Councilmember Spieker asked about having it at a different location, such as the Riley's parking lot. In addition, he asked if Johnnie Byrd had been contacted about the event and using their restroom. Ms. Fletcher responded that the committee members have been given specific duties, but she was not sure if they had contacted Johnnie Byrd yet. Councilmember Spieker thought this should be tabled until someone has visited with Johnnie Byrd.

Councilmember Eischeid thought this new location could be a trial run for car show.

Councilmember Sievers made a motion, which was seconded by Councilmember Woehler, approving the request of the Chicken Show Committee to close the following street on Sunday, July 14<sup>th</sup>, for the car show from 7:00 a.m. until 2:00 p.m.: 2<sup>nd</sup> Street from Main Street to Pearl Street. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Spieker who voted Nay, the Mayor declared the motion carried.

Councilmember Spieker introduced Resolution No. 2019-23 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2019-23

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF ROADS' REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS (HENOWEEN AND THE WAYNE CHICKEN SHOW).

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, approving the request to have a fireworks display on Friday, July 12, 2019, for the Henoween Celebration on the rugby fields by the Wayne Softball Complex. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Jon Mooberry, Project Manager with JEO Consulting Group, Inc., stated that one bid was received on April 9, 2019, on the "Wayne 2019 Nebraska Street Improvements Project." The engineer's opinion of probable cost for the entire project was estimated at \$1,110,000.00. The bidder was Robert Woehler & Sons Construction with the following bid submitted for each group:

- ♦ Group A (Completion Fall 2019) – Bid of \$1,284,233.94
- ♦ Group B (Completion Fall 2020) - Bid of \$1,212,275.06
- ♦ Group C Alternate (Salvage of Asphalt Millings) – Bid of \$24,390

Mr. Mooberry contacted several contractors to gather information and help determine why only one bid was received, as well as verify that the unit prices submitted were reasonable. He found that the individual unit prices for all pay items, except for the concrete paving work, were found to be within acceptable average unit prices and those estimated for the project. The concrete paving work was approximately \$165,000 over the estimate. In addition, material costs from concrete suppliers has increased \$8-10 per yard, and all contractors located in the

surrounding areas are full for 2019 and anticipate being extremely busy in 2020. Contractors do not need to bid projects outside of their local area to find work.

Based on the review of the bid and information gathered, Mr. Mooberry was recommending that Council consider and take action on one of the following two options:

1. Accept Group B as bid and award the project to Robert Woehler & Sons Construction; or
2. Reject the bids and plan to rebid in the fall.

In a normal year, the opportunity to receive more bids and have the bids come in around the estimated cost would be more likely.

Jan Merrill with the Northeast Nebraska Economic Development District was also present and advised the Council that she contacted the Nebraska Department of Economic Development. The contract end date is November 14, 2020. She said no matter what we do, it is going to be hard not to ask for an extension. When she suggested going out for bids again and have a 2021 construction date, she did not get a yes or no answer. She also noted that Wayne is not the only community that is having issues right now with all of the flooding. Any other year, she would agree with Mr. Mooberry to reject the bid and rebid it.

Administrator Blecke stated initially he was in favor of rejecting the bid and starting over. However, the bid is 10% over the estimate, which is not uncommon. The concern he has if we would decide to rebid, we may not get any bidders, and if we do, they may be higher than this bid.

Councilmember Sievers introduced Resolution 2019-24, and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2019-24

A RESOLUTION ACCEPTING THE BID ON THE “2019 NEBRASKA STREET IMPROVEMENTS PROJECT” FROM ROBERT WOEHLE & SONS CONSTRUCTION – GROUP B (COMPLETION FALL 2020) FOR \$1,212,275.06 AND GROUP C ALTERNATE (SALVAGE OF ASPHALT MILLINGS) FOR \$24,390.

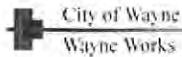
Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Wochler who abstained, the Mayor declared the motion carried.

Jon Mooberry with JEO Consulting Group, Inc., presented Change Order No. 1 for the “2018 Pedestrian Curb Ramp Project.” It represents an increase of \$48,086.84 to I&A Construction, LLP. This change order is for additional quantities and new pay items for the construction of eleven additional curb ramps along 3<sup>rd</sup> Street from Douglas to Pearl Street.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, approving Change Order No. 1 for the “2018 Pedestrian Curb Ramp Project,” which represents an increase of \$48,086.84 to I&A Construction, LLP, for additional quantities and new pay items for the construction of eleven additional curb ramps along 3<sup>rd</sup> Street from Douglas to Pearl Street. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Joel Hansen, Street and Planning Director, stated the original standard specification book was completed by an architecture, engineering, and planning firm from Sioux City back in 1979, and was last reviewed in 2001. The City hired Advanced Consulting Engineering Services to review the book to update standard numbers, etc., and eliminate certain practices that are no longer used, such as brick construction of manholes, etc. We have also consolidated the book by removing sections that were repeated under water, sewer, and storm sewer and placed them under one location, such as trenching and backfilling. We did submit the book to two local contractors to review and have not heard back from either one. We will be reviewing the book in sections, and what was in the Council packet was Article 1 – Article 15. This was a discussion item only.

Councilmember Sievers made a motion, which was seconded by Councilmember Spieker, to adjourn the meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:39 p.m.



<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
ACES	WIND ENERGY SERVICE AGREEMENT	901.25
AMAZON.COM, LLC	DVD'S	377.84
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES/FIBER LINE LEASE	2,472.45
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	89.96
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,547.66
AMERITAS LIFE INSURANCE	AMERITAS ROTH	81.29
APPEARA	CAC MAT SERVICE	34.21
APPEARA	LINEN & MAT SERVICE	47.20
BATTERIES PLUS	BATTERIES	50.33
BATTERY SOLUTIONS, LLC	BATTERY BUCKETS	219.90
BEEHIVE INDUSTRIES LLC	HOMEBASE RENEWAL	3,600.00
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	201,535.33
BLACK HILLS ENERGY	GAS BILLS	799.59
BOMGAARS	DOOR REMOTE/TOOLS/VALVES/SEED/BATTERIES	1,759.60
BORDER STATES INDUSTRIES, INC	PHOTO CONTROL	441.38
CARROT-TOP INDUSTRIES	FLAGS	411.96
CBS-REPORTING	WEB SUBMISSIONS	450.00
CENTURYLINK	TELEPHONE CHARGES	420.41
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	365.29
CITY OF WAYNE	PAYROLL	72,902.95
CITY OF WAYNE	UTILITY REFUNDS	725.26
CITY OF WAYNE	WAED MEDICAL REIMBURSEMENT	2,594.70
COLONIAL RESEARCH	DEGREASER	105.20
COUNTRY NURSERY INC	CITY HALL SPRING/FALL CLEAN UP	53.50
DANKO EMERGENCY EQUIPMENT	BUNKER COAT CLEANING	25.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	99.76
ECHO GROUP INC JESCO	LED BULB	305.01
ECHO GROUP INC JESCO	LED BULB	98.92
ED M. FELD EQUIPMENT CO INC	BATTERY	371.60
ELLIS HOME SERVICES	AUDITORIUM TOILET REPAIR	509.29
FIRE CATT, LLC	FIRE HOSE TESTING	3,946.95
FIRST CONCORD GROUP LLC	FLEX FEES	2,841.76
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,594.70
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	793.28
GALE/CENGAGE LEARNING	BOOKS	98.76
GERHOLD CONCRETE CO INC.	CONCRETE BUNKER BLOCK	3,219.58
GODFATHERS PIZZA	RETREAT MEAL	89.83
GROSSENBURG IMPLEMENT INC	V BELT/SWITCH	288.50
GROSSENBURG IMPLEMENT INC	SPINDLE/BUSHINGS/FILTER	456.96
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	48.57

Vendor	Payable Description	Payment Total
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	52.94
HOLIDAY INN EXPRESS-GI	LODGING-J HANSEN	258.00
HOMETOWN LEASING	COPIER LEASES	433.87
ICMA MEMBERSHIP RENEWAL	MEMBERSHIP DUES-BLECKE	720.02
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,930.42
INTERSTATE BATTERY SYSTEM	BATTERIES	211.90
IOWA PUMP WORKS, INC.	GRINDER PUMP	553.82
IRS	MEDICARE WITHHOLDING	2,949.78
IRS	FEDERAL WITHHOLDING	9,371.08
IRS	FICA WITHHOLDING	12,613.12
ISLAND SPRINKLER SUPPLY CO	IRRIGATION REPAIRS	151.17
JECH, LEAH	PARK REC REFUND	25.00
JOHN'S WELDING AND TOOL LLC	CYLINDAR FILL	61.90
KELLY SUPPLY COMPANY	PIPE FITTINGS	734.92
MARCO TECH LLC	COPY CHARGES	123.84
METERING & TECHNOLOGY SOLUTIONS	ERT METERS	3,169.25
MILLER LAW	ATTORNEY FEE	5,416.67
MILO MEYER CONSTRUCTION	RILEY'S DEMOLITION	3,680.00
MSC INDUSTRIAL	TWIST DRILL BITS	34.38
NE AIR FILTER	AIR FILTERS	131.30
NE DEPT OF REVENUE	STATE WITHHOLDING	3,867.30
NE DEPT OF TRANSPORTATION	RIGHT OF WAY-7TH & DOUGLAS	1,000.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	368.00
NORTHEAST NE ECONOMIC DEV DIST	16-CD-208 FEB-MAR 19 / 16-CD-108 NOV 18-FEB 19 SERVICES	1,170.00
NORTHEAST POWER	WHEELING CHARGES	19,346.48
NORTHEAST POWER	ELECTRICITY	5,255.00
NOVA FITNESS EQUIPMENT	BIKE REPAIR	104.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	13.68
RASMUSSEN AIR & GAS ENERGY	AIR COMPRESSOR	5,328.21
REPCO MARKETING INC	SIMULATOR SOLUTION	45.30
SELECT APPLIANCE LLC	DISHWASHER REPAIR	121.45
SHELLY FEHRINGER	AUDITORIUM DEPOSIT REFUND	150.00
STADIUM SPORTING GOODS	SHIRTS	82.00
STAPLES, INC	OFFICE SUPPLIES	117.14
STATE NEBRASKA BANK & TRUST	DOWN PAYMENT ASSISTANCE	16,656.07
STATE NEBRASKA BANK & TRUST	PUBLIC SAFETY BONDS	57,088.75
STEFFEN TRUCK EQUIPMENT INC	IMPELLER PUMP	381.26
TOTAL GRAPHICS	TEAM SHIRTS	3,282.00
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE	200.00
ULINE	RECYCLING CONTAINER	38.82
US BANK	LODGING/REGISTRATIONS/AIRFARE/MEALS/SUPPLIES	7,302.60
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,213.81
VALLEY DRIVE PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	100.00
VAN DIEST SUPPLY	BROADLEAF HERBICIDE	731.25
VILLAGE OF PENDER	ELECTRIC METERS	1,200.00
WAYNE AREA ECONOMIC DEVELOPMENT	CONTRIBUTION	7,871.00

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
WAYNE COUNTY COURT	BOND	150.00
WAYNE COUNTY COURT	BOND	150.00
WAYNE COUNTY COURT	BOND	300.00
WESCO DISTRIBUTION INC	BOX PAD	966.21
WIGMAN COMPANY	REGULATOR	103.28
WISNER WEST	FD GASOLINE	182.31
WRECK-AMENDED TOWING & RECOVERY	TOWING CHARGES	200.00
WSC MEN'S SOCCER CLUB	REC SOCCER PROGRAM ASSISTANCE	500.00
WSC WOMEN'S SOCCER	REC SOCCER PROGRAM ASSISTANCE	1,000.00
	<b>Grand Total:</b>	<b>496,505.03</b>

CITY OF WAYNE  
OFFICE OF THE MAYOR

# Proclamation

WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as streets and highways, storm sewers, parks, public buildings, solid waste collections, recycling, and snow removal; and

WHEREAS, the health, safety, and comfort of our community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction are vitally dependent upon the efforts and skill of Public Works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the Public Works Department is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, BE IT RESOLVED that I, Cale Giese, Mayor of the City of Wayne, Nebraska, do hereby proclaim May 19<sup>th</sup> – 25<sup>th</sup>, 2019, as

## "NATIONAL PUBLIC WORKS' WEEK"

in the City of Wayne, Nebraska, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which Public Works officials make every day to our health, safety, comfort, and quality of life.

DATED this 7<sup>th</sup> day of May, 2019.

THE CITY OF WAYNE, NEBRASKA,

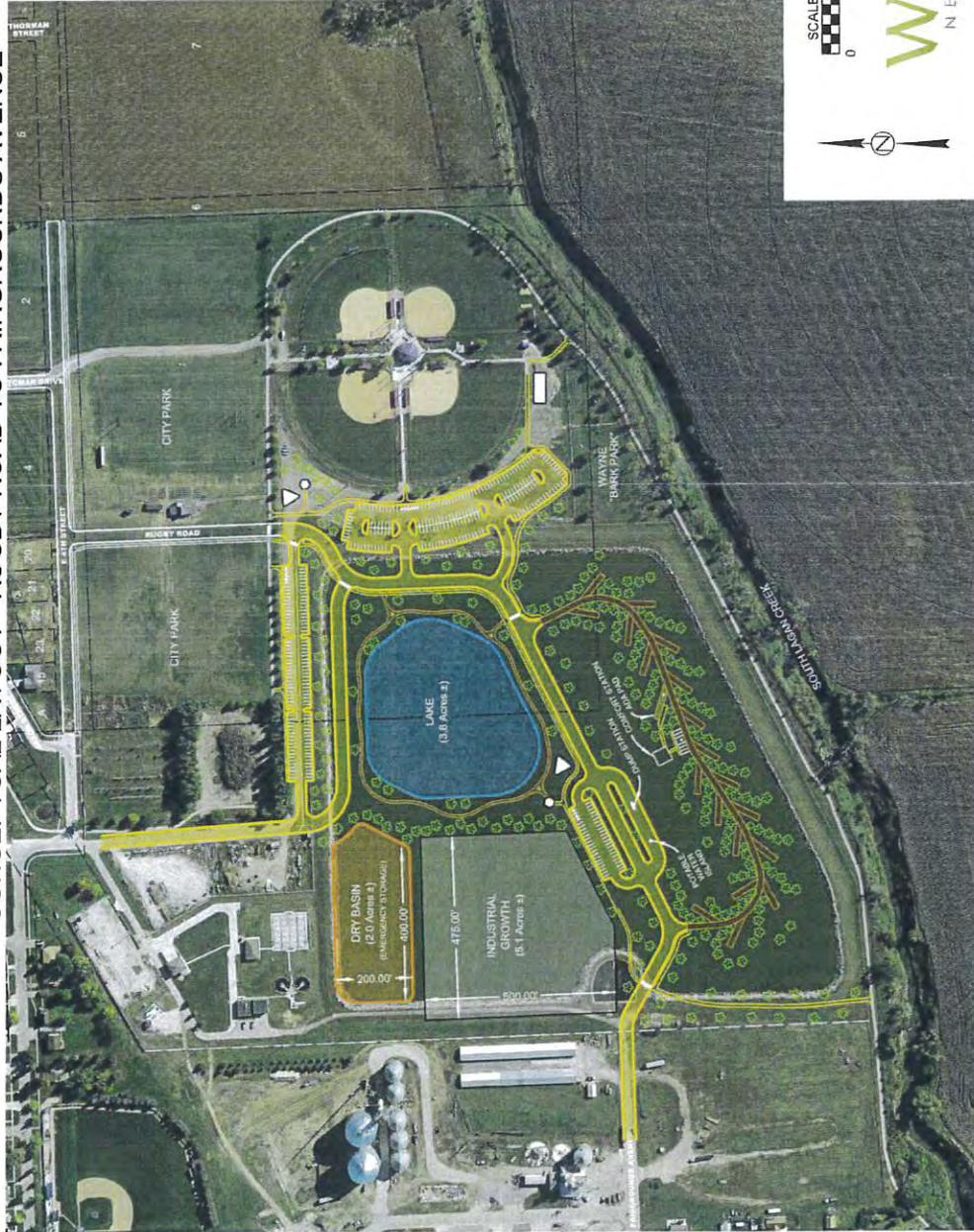
By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



CONCEPTUAL LAYOUT - RUGBY ROAD TO FAIRGROUNDS AVENUE



- LEGEND**
- ▽ PLAYGROUND
  - GAZEBO
  - BATTING CAGE
  - ✪ PROPOSED TREE

- NOTES:**
1. 32' Wide Road Width - (Rugby Rd. to Fairgrounds Ave.)
  2. 16' Wide Road Width - (Clampground Road)
  3. 15' x 75' - Clamping Pads - (19' + 1 ADA)
  4. North Parking = 120 Spaces
  5. East Parking = 190 Spaces
  6. Southwest Parking = 46 Spaces

SCALE: 1 INCH = 250 FEET

CITY OF  
**Wayne**  
NEBRASKA

**McLaurry Engineering**  
200 KALIN STREET  
WAYNE NE 68787  
TEL: 402.833.1030  
FAX: 402.833.1428

REV. NO.	DATE	REVISION DESCRIPTION

WAYNE, NEBRASKA - 2016  
CONCEPTUAL LAYOUT  
RUGBY ROAD TO FAIRGROUNDS AVE.

SHEET  
of xx

**RESOLUTION NO. 2019-21**

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE  
“SOUTHEAST ADDITION” OF THE CITY OF WAYNE, WAYNE COUNTY,  
NEBRASKA.**

WHEREAS, the Planning Commission, upon review of the Preliminary Plat of the  
“Southeast Addition” of the City of Wayne, Wayne County, Nebraska, legally described as:

**Legal Description:**

on May 6, 2019, recommended approval thereof, based upon the following “Findings of Fact:”

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of  
Wayne, Nebraska, that the Preliminary Plat of the “Southeast Addition” of the City of Wayne,  
Wayne County, Nebraska, be approved subject to the recommendations of the Planning  
Commission and the foregoing “Findings of Fact.”

PASSED AND APPROVED this 7<sup>th</sup> day of May, 2019.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2019-25**

**A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR CONSTRUCTION MATERIALS TESTING SERVICES FOR THE “2018 WAYNE PEDESTRIAN CURB RAMP PROJECT” – CDBG NO. 16-CD-108.**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with Certified Testing Services, Inc., for construction materials testing services relating to the “2018 Wayne Pedestrian Curb Ramp Project” – CDBG No. 16-CD-108; and

WHEREAS, a proposal has been requested and received from Certified Testing Services, Inc., to provide construction material testing services; and

WHEREAS, Certified Testing Services, Inc., based on the scope of work outlined in the proposal, proposes to perform the same with estimated fees ranging from \$6,000 to \$8,000; and

WHEREAS, staff recommendation is to accept the proposal of Certified Testing Services, Inc., for said services for the above-named project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal for construction materials testing services for the “2018 Pedestrian Curb Ramp Project” – CDBG No. 16-CD-108, be accepted as recommended, and the Mayor be and he hereby is hereby authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 7<sup>th</sup> day of May, 2019.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Certified Testing Services, Inc.**

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

April 24, 2019

Mr. Wes Blecke  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

Re: Construction Materials Testing  
Ped Curb Ramp Project  
Wayne, Nebraska

Dear Mr. Blecke:

In accordance with your request, Certified Testing Services, Inc. is pleased to submit the following proposal for providing construction materials testing. We propose to provide testing services in accordance with our attached Schedule of Services and Fees and General Conditions. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule. Our services are on an on-call basis.

Based on the information provided we estimate our range of fees to be approximately \$6,000.00 to \$8,000.00. Estimated 15 trips, which includes: Vehicle Fee, Technician time, Air, Slump and Temperature testing, casting of cylinders, retrieving cylinders, Compressive Strength of cylinders and reporting for all sets. ***We have a dedicated technician to Nebraska area and will prorate vehicle fee and technician time when possible for additional savings.*** This is not a lump sum proposal. We only bill for work completed.

Certified Testing Services, Inc. in addition to general liability provides professional liability (errors and omissions) insurance for each of its projects. Our laboratory is an Army Corps of Engineers, Nebraska Department of Roads and Iowa Department of Transportation approved laboratory and also a member of the American Council of Independent Laboratories.



**Certified Testing Services, Inc.**

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

If you have any questions, please do not hesitate to contact our firm at (712)252-5132.

Sincerely,

**CERTIFIED TESTING SERVICES, INC.**

*Kathleen Martin*  
*Admin Assitant*  
*Certified Testing Services, Inc.*  
*P.O. Box 1193*  
*Sioux City, Iowa 51104*  
*(712) 252-5132*  
*(712) 252-0110 Fax*

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_



## **Certified Testing Services, Inc.**

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

### **CONSTRUCTION TESTING**

#### **SCHEDULE OF SERVICES AND FEES**

<b>Services</b>	<b>Unit</b>	<b>Unit Fees</b>
Vehicle Fee (90 Miles – 45 Prorated)	Per Mile	\$0.70
Concrete Technician	Per Hour	\$64.00
Concrete Test Cylinder Molds	Each	\$2.00
Compressive Strength of Concrete Cylinders	Each	\$14.00
Entry and Curing of Spare Cylinders	Each	\$9.00
Report Preparation	Per Hour	\$30.00

→ **Certified Testing Services does not charge overtime for this project**

→ **There are no additional charges for equipment rentals.**

→ **No hidden fees**

# GENERAL CONDITIONS

## TESTING AND OBSERVATION SERVICES

### SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

### SECTION 2: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

### SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

### SECTION 4: Accuracy of Test Locations and Elevations

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

### SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

### SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

### SECTION 7: Reports and Invoices

CTS will furnish three copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts.

### SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

### SECTION 9: Confidentiality

CTS shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this

agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

### SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

### SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

### SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies with CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

### SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

### SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



**Certified Testing Services, Inc.**

419 W. 6th Street  
P.O. Box 1193  
Sioux City, Iowa 51102

**RESOLUTION NO. 2019-26**

**A RESOLUTION APPOINTING JEO CONSULTING GROUP, INC., AS THE SPECIAL ENGINEER TO BE USED ON THE “TRANSMISSION WATER MAIN FROM NORTH WELL FIELD TO CITY LIMITS PROJECT.”**

WHEREAS, the City sought and received “Requests for Proposals” for engineering consulting services from four engineering firms, which were reviewed by staff; and

WHEREAS, staff, after review of said “Requests for Proposals,” is recommending that the firm of JEO Consulting Group, Inc., be approved/appointed as the special engineer for said project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to engage and use the firm of JEO Consulting Group, Inc., for the “Transmission Water Main from North Well Field to City Limits Project.”

PASSED AND APPROVED this 7<sup>th</sup> day of May, 2019.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



April 15, 2019

City of Wayne  
Mr. Wes Blecke, City Administrator  
306 Pearl Street  
Wayne, NE 68787

**RE: Proposal for Transmission Water Main from North Well Field to City Limits**

Dear Selection Committee Members:

**COLLABORATIVE, EFFECTIVE, AND FLEXIBLE.** These are three statements you don't typically see accompanying major infrastructure improvements projects. With the selection of JEO, we will draw upon our expertise, our *'learn and teach'* culture, and years of experience serving municipal clients. We will provide you a service in which we handle the details and complicated processes, and in turn provide you with an experience that is collaborative, effective, and flexible.

Inside this proposal, you will find a firm that has been committed to the success of communities, such as Wayne, for 81 years. We offer a collaborative approach that brings the city's staff into the decision making process. Something seemingly as simple as a water main comes with many design decisions. The infrastructure should last for many decades and each decision can potentially impact the longevity of the infrastructure. We work with you providing our professional experience and knowledge to help extend the useful life and construct the improvements for a modest price.

As you will find by reviewing our resumes and speaking with our references, our design staff on the project, including Caleb White, Ethan Joy, Justin Semin, and myself, have the local presence and technical skills necessary to handle your water supply needs. What makes us most proud, and what we believe separates us from our competition, is how we go about our projects. At JEO, we believe in honest, proactive, and frequent communication with our clients. This is key to ensuring that all parties involved are fully informed of any issues that may arise, which allows for timely collaboration to address them. Our location near the Wayne community will also result in very responsive services.

We know you have many options when it comes to engineering services, but we are confident that the way we conduct our business is what sets us apart. We encourage you to review our qualifications, speak with our references, and ask us any questions you may have. Some firms are all about their projects, other firms are all about their company, but at JEO we are all about YOU!

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman".

Roger S. Protzman, PE  
Sr. Project Engineer



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Wayne, NE (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Transmission Water Main from North Well Field to City Limits (“Project”).

JEO Project Number: 182177

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

---

**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER’S RESPONSIBILITIES**

---

**2.01 Owner Responsibilities**

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

**ARTICLE 3 - COMPENSATION**

---

**3.01 Compensation**

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

**Fees for Basic Services**

A.	Preliminary Design Phase -	\$50,250	Lump Sum
B.	Final Design Phase -	\$37,300	Lump Sum
C.	Bidding & Negotiation	\$ 4,400	Lump Sum
D.	Construction Administration	\$13,250	Lump Sum
E.	Storm Water Pollution Prevention Plan	\$ 2,300	Lump Sum
F.	Post Construction	<u>\$ 2,500</u>	Lump Sum
	<b>Total Basic Services</b>	<b>\$110,000</b>	<b>Lump Sum</b>

Fees for DWSRF Services

A.	Design Phase	\$3,300	Lump Sum
B.	Bidding Phase	\$1,700	Lump Sum
C.	Construction Phase	<u>\$6,000</u>	Lump Sum
Total DWSRF Services		\$11,000	Lump Sum

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

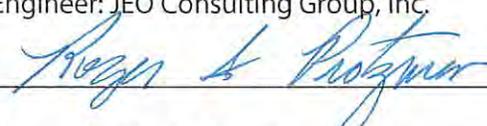
Exhibit A – Scope of Services  
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:  
\_\_\_\_\_

Engineer: JEO Consulting Group, Inc.  
  
\_\_\_\_\_

By: Cale Giese

By: Roger Protzman

Title: Mayor

Title: Senior Project Engineer

Date Signed: \_\_\_\_\_

Date Signed: 4/15/19

Address for giving notices:

Address for giving notices:

City of Wayne

JEO Consulting Group, Inc.

306 Pearl St

803 W Norfolk Ave

Wayne NE 68787

Norfolk, NE 68701

This is **EXHIBIT A**, consisting of **five (5)** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **April 15, 2019**.

## **Scope of Services**

---

### ***Project Description:***

In brief, the project generally includes the installation of approximately 6 miles of new 16-inch water transmission main from the City's well field to the existing standpipe located in northwest portion of the distribution system (located immediately NW of Greenwood Cemetery). In addition, a short water main extension to connect into Muhs Acres along W. 21<sup>st</sup> Street is also to be installed as part of the project. Refer to the attached map for alignment overview. Based on direction from City staff, the majority of the main is to be installed in County/City right-of-way (ROW) except for a new utility easement through the parcel immediate adjacent to the existing standpipe.

The work to be performed by the Engineer shall generally include the development of front-end contract documents, technical specifications and plans detailing the necessary work, services, materials, equipment and supplies necessary to complete the design of the project, as well as, to provide bidding assistance, and construction administration. Limited/part-time inspections during the construction of the project is being offered as a service at standard hourly rates.

The improvements will be constructed by a Contractor under a separate construction contract with the City, which will be awarded through a formal bidding process. It is anticipated that there will be one (1) Prime Contractor working under separate construction contract to complete the installation work.

It is our understanding that the City intends to utilize typical GO Bonding or Drinking Water State Revolving Loan Fund (SRF) to finance the construction of the project. Additional services will be required to meet all requirements of the SRF program and will be offered as additional services.

### ***Basic Scope of Services***

- I. **Project Management (Included in all phases)**
  - A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
    - a. Provide oversight to ensure scope of services and schedule are met.
    - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
    - c. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
    - d. Review billed hours by design team and prepare invoice statements for Owner.
- II. **Preliminary Design Phase**
  - A. Attend Initiation/Kick-off Meeting with Owner (1 meeting). Meeting review to include:
    - a. Review the scope, schedule, and project requirements.
    - b. Review the proposed transmission main location, and connection into the existing distribution system.

- c. Review proposed alignment in and around City to determine best path to the City's connection point.
- d. Review available right-of-way and any additional permitting and/or easement needs.
- e. Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- f. Evaluate possible valving arrangement for connection to 2<sup>nd</sup> existing pressure zone.
- B. Coordinate with Wayne County for county requirements.
- C. Utilize Li-dar data for the proposed water main alignment. Plot Li-dar data in AutoCAD.
- D. Supplement Li-dar data with engineering surveys necessary to obtain and develop design data, to develop horizontal and vertical control, and to develop topographic survey of specific locations along the project site. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electrical).
- E. Review proposed alignment with data acquired to make alignment adjustments as deemed necessary.
- F. Plot existing field data in AutoCAD.
- G. Review proposed alignment with new field data to make alignment adjustments as necessary.
- H. Review water transmission main size, water main hydraulics, and material requirements.
- I. Prepare a 30% complete preliminary set of plans and conduct a plan-in-hand review in the field to confirm the proposed layout and survey information, if necessary.
- J. Perform an internal quality assurance and quality control (QA/QC) review of the 30% complete plans.
- K. Prepare a 30% complete opinion of construction cost estimate.
- L. Revise the 30% complete plans based on comments received.
- M. Review alternatives for major construction materials and equipment.
- N. Prepare stream crossing details for the transmission main.
- O. Prepare details for air release locations, valve locations, hydrant locations, and service locations along the transmission main route.
- P. Review fire/flushing hydrant, valve, and air release locations.
- Q. Prepare 60% complete preliminary specifications. Specifications to include:
  - a. Bidding and contract documents.
  - b. SRF Funding Requirements (if necessary)
  - c. Special Provisions section outlining project specific components and considerations.
- R. Review proposed water system controls and system operations. Incorporate into the specifications.
- S. Prepare 60% complete preliminary plans. Plans to show proposed easement location and limits.
- T. Draft legal descriptions for up to three (3) proposed easements and coordinate sending legal descriptions to the City attorney and/or the City's land acquisition firm. In predesign research we believe two (2) easements will be needed at Dog Creek bridge and at least on easement on property to access the existing standpipe connection point.
- U. Prepare project design summary required by NHHS and updated opinion of cost.
- V. Perform an internal quality assurance and quality control (QA/QC) review of the 60% complete plans and specifications.

### III. Final Design Phase

- A. Review a 60% complete preliminary specification/plans with the City staff for their review and comments. (1 meeting).
- B. Revise the plans and specifications based on the QA/QC comments and any comments from the City staff.

- C. Perform an internal quality assurance and quality control (QA/QC) review of the 90% complete specifications.
- D. Revise and finalize the specifications and plans based on the review comments.
- E. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- F. Present 90% complete documents (Plans, Specifications, and Contract Documents) to Owner for review and approval by attending up to one (1) meeting with City staff (1 meeting).
- G. Attend City Council Meeting to present Final Design Documents and Engineer's Opinion of Probable Cost (1 meeting).
- H. Submit final specifications and bid documents to the Nebraska Department of Health and Human Services. Owner to pay all permit fees.
- I. Prepare and complete Wayne County utility line permit application. Owner to pay all permit fees.
- J. Incorporate regulatory agency comments into final specifications with revised documents or prepare addendum as appropriate.

IV. **Bidding and Negotiation Phase**

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project. It is anticipated that there will be 1 bid group awarded and contracted.
- D. Assist the Owner at the bid opening. (1 meeting).
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval. Engineer to send all information along with a letter of recommendation to the City for use at their meeting.
- G. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel.

V. **Construction Administration**

- A. Schedule and conduct one Pre-construction Conference, on site, for all the proposed improvements (1 meeting).
- B. Provide interpretation of the plans and specifications, when necessary.
- C. Review shop drawings and related data supplied by the Contractor.
- D. Process Contractor's monthly payment estimates and provide to Owner for their approval. (up to 4 payments)
- E. Attend monthly progress meetings during construction (up to 3 meetings).
- F. Consult with and advise Owner during construction.
- G. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- H. Recommend to the Owner the acceptance of the projects, and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents. (1 Meeting).

VI. **Storm Water Pollution Prevention Plan** - Storm water pollution prevention plans are required when more than 1 acres of area is disturbed during construction.

- A. Prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit permit applications to NDEQ for NPDES permitting requirements for the project since the project will disturb more than 1 acre of land.
- B. City will provide the required inspections according to the current regulations. This service can be provided if requested as additional service.

VII. **Post Construction**

- A. Prepare Record Drawings for the project and submit them to DHHS (PDF format).
- B. Prepare and provide a shape file for City's GIS based on LiDAR data.
- C. **Send Close-out letter with final cost to DHHS.**
- D. Respond to any comments from DHHS.
- E. **Send 6-month and 11-month warranty letters to owner.**
- F. Contact Contractor with any warranty items.

VIII. **Summary of Meetings**

- A. Kick-off Meeting
- B. 60% complete review meeting with City staff
- C. 90% complete review meeting with City staff
- D. Final design document presentation to City Council
- E. Bid opening
- F. Pre-construction meeting
- G. Monthly Progress meetings (up to 3)

IX. **Estimated Time Frame:**

- A. Preliminary Design Phase – **75 days** from effective date of agreement
- B. Final Design Phase – **45 days** from Council review of preliminary plans.
- C. Bidding and Negotiation Phase – estimated 60 days from Council authorization to bid
- D. **Construction Phase – Estimated to be 150 days from contracts to completion.**
- E. Post Construction Phase – 30 days of substantial completion of the project.

X. **Additional Services needed for Drinking Water State Revolving Fund:**

*We believe the following services are necessary based on past professional experience should the city utilize DWSRF funding for the project.*

- A. Design Phase
  - a. Seek intergovernmental agency consultation as required by the program.
  - b. Hold public hearing to review impact of project as required by the program.
  - c. Include American Iron and Steel provisions in specifications
  - d. Include Davis Bacon Wage Rate decision and requirements in specifications
- B. Bidding Phase
  - a. Review required bid documents for compliance
  - b. Provide required documents to HHS/NDEQ
  - c. Coordinate funding requirements
- C. Construction Phase
  - a. Weekly Davis Bacon Wage reviews and monthly reports
  - b. Wage Interviews
  - c. Review materials for American Iron and Steel compliance

d. Amendment to Operations and Maintenance Manual

**Additional Services (not included in the basic scope of services that can be negotiated if necessary)**

- A. Floodplain, US Army Corps of Engineers 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- B. Conducting wetland delineation(s) along the route of the proposed water main or preparing a U.S. Army Corps of Engineers Section 404 Nationwide Permit application for any impacted waters of the U.S., including wetlands along the project route.
- C. Land acquisition negotiations or preparation of legal documents for easements or purchase agreements beyond those offered in the scope of services.
- D. All permitting costs are the responsibility of the owner.
- E. Meetings not outlined in the scope of services.
- F. Any other item not outlined in the scope of services.
- G. Surveyor Construction Staking - Provide horizontal and vertical control for the project. Set stakes for line, grade, and location of proposed improvements. – Can be provided at standard hourly rates
- H. Resident Project Representation – Can be provided at standard hourly rates
  - A. JEO will furnish a part-time Resident Project Representative (RPR) to observe construction progress and quality of the work on. **We understand the City will complete most of the construction observation.**
  - B. The duties and responsibilities of the RPR are described as follows:
    1. Review of contractors work for general compliance with the plans and specifications.
    2. Complete Construction Observation Reports when on site.
    3. Coordinate pay quantities with Contractor and Engineer.
    4. Assist in the review and verification of shop drawing materials.
    5. Review of materials delivered to the site for specification compliance.
    6. Assist the Engineer in interpretation of the plans and specifications to the contractor.
    7. Review and coordinate materials testing by assigned testing firm.
    8. Attend pre-construction and progress meetings.
    9. Compile records for use in preparing record drawings.

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use 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, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

**ORDINANCE NO. 2019-4**

**AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE, TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – PROHIBITIONS AND ENFORCEMENT, SECTION 78-132 PROHIBITED PARKING; SOUTHWEST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

BE IT ORDAINED by the Mayor and Council of the City of Wayne, Nebraska:

Section 1. That Title VII Traffic Code, Chapter 70 General Provisions – Prohibitions and Enforcement, Section 78-132 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

**§ 78-132 PROHIBITED PARKING; SOUTHWEST QUADRANT OF THE CITY.**

(A) No person shall, at any time, park a vehicle upon the following described streets or parts of streets:

The east side of the centerline of Wilcliff Drive from the north line of West 1 <sup>st</sup> Street north to the south line of West 3 <sup>rd</sup> Street
The east side of the centerline of Donner Pass from the south line of West 7 <sup>th</sup> Street south to the south line end of Donner Pass
The east side of the centerline of Pearl Street from the north line of West 5 <sup>th</sup> Street north to the south line of West 7 <sup>th</sup> Street
The east side of the centerline of Lincoln Street from the south line of West 7 <sup>th</sup> Street south to the city limits
The east side of the centerline of Douglas Street from the south line of West 7 <sup>th</sup> Street south to the city limits
The east side of the centerline of Sherman Street from the south line of West 7 <sup>th</sup> Street south to the north line of West 4 <sup>th</sup> Street and from the south line of West 3 <sup>rd</sup> Street south to the <b>north line of Grainland Road city limits</b>
The east side of the centerline of Blaine Street from the north line of Grainland Road north to the south line of West 3 <sup>rd</sup> Street
The east side of the centerline of Maple Street from the north line of Grainland Road north to the south line of 2 <sup>nd</sup> Avenue
The east side of the centerline of Oak Drive from the north line of 2 <sup>nd</sup> Avenue north to the south line of West 7 <sup>th</sup> Street
The north side of the centerline of Second Avenue from the west line of Maple Street west to the east line of Birch Street

The north side of the centerline of West 6 <sup>th</sup> Street from the west line of Main Street west to the east line of the north-south alley between Main Street and Pearl Street
The south side of the centerline of Grainland Road from the west line of Sherman Street west to the city limits
The south side of the centerline of 1 <sup>st</sup> Avenue from the west line of Maple Street west to the east line of Birch Street
The south side of the centerline of West 7 <sup>th</sup> Street from the west line of Main Street west to the city limits
The south side of the centerline of West 1 <sup>st</sup> Street from the north-south alley between Pearl Street and Lincoln Street west to the east line of Wilcliff Drive
The south side of the centerline of West 2 <sup>nd</sup> Street from the north-south alley between Pearl Street and Lincoln Street west to the east line of Blaine Street
The south side of the centerline of West 3 <sup>rd</sup> Street from the north-south alley between Pearl Street and Lincoln Street west to the east line of Oak Drive
The south side of the centerline of West 4 <sup>th</sup> Street from the west line of Pearl Street west to the east line of the elementary school
The south side of the centerline of West 5 <sup>th</sup> Street from the west line of Pearl Street west to the east line of Schoolview Drive
The south side of the centerline of West 6 <sup>th</sup> Street from the north-south alley between Main Street and Pearl Street west to the east line of Sherman Street
The south side of the centerline of Clark Street from the west line of Main Street west to the east line of Pearl Street
The south side of the centerline of 3 <sup>rd</sup> Avenue from the west line of Oak Drive west to the city limits
The west side of the centerline of Pearl Street from the north line of 6 <sup>th</sup> Street north to the south line of West 7 <sup>th</sup> Street
The west side of the centerline of Birch Street from the north line of 1 <sup>st</sup> Avenue north to the south line of 2 <sup>nd</sup> Avenue
The west side of the centerline of Sherman Street from the south line of West 4 <sup>th</sup> Street south to the north line of West 3 <sup>rd</sup> Street
The west side of the centerline of Main Street from the north line of West 6 <sup>th</sup> Street north to the south line of 7 <sup>th</sup> Street
The west side of the centerline of Lincoln Street from the north line of West 1 <sup>st</sup> Street north 50 feet

(B) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

(2002 Code, § 78-132) (Ord. 2001-22, passed 12-18-2001; Ord. 2004-1, passed 3-9-2004; Ord. 2004-20, passed 1-11-2005; Ord. 2011-9, passed 8-16-2011; Ord. 2014-2, passed 3-4-2014; Ord. 2015-35, passed 7-7-2015)

Section 2. Any and all provisions of the Wayne Municipal Code in conflict with this Ordinance are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication according to law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2019-5**

**AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE, TITLE VII TRAFFIC CODE, CHAPTER 70 GENERAL PROVISIONS – PROHIBITIONS AND ENFORCEMENT, SECTION 78-133 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHWEST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

BE IT ORDAINED by the Mayor and Council of the City of Wayne, Nebraska:

Section 1. That Title VII Traffic Code, Chapter 70 General Provisions – Prohibitions and Enforcement, Section 78-133 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

**§ 78-133 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHWEST QUADRANT OF THE CITY.**

(A) No person shall, at any time, park a vehicle between the hours of 12:00 midnight and 5:00 a.m. upon any of the following described streets or parts of streets:

The east side of the centerline of Sherman Street from the south line of West 4 <sup>th</sup> Street south to the north line of West 3 <sup>rd</sup> Street
The north side of the centerline of West 3 <sup>rd</sup> Street from the north-south alley between Pearl Street and Lincoln Street west to the east line of Oak Drive
The north side of the centerline of West 5 <sup>th</sup> Street from the west line of Main Street west to the east line of the elementary school
The north side of the centerline of West 2 <sup>nd</sup> Street from the west line of Pearl Street to the east line of Blaine Street
The north side of the centerline of West 6 <sup>th</sup> Street from the north-south alley between Main Street and Pearl Street west to the east line of Sherman Street
The north side of the centerline of Grainland Road from the west line of Sherman Street west to the city limits
The north side of the centerline of 3 <sup>rd</sup> Avenue from the west line of Oak Drive west to the city limits
The north side of the centerline of West 4 <sup>th</sup> Street from the west line of Main Street west to the east line of the elementary school
The west side of the centerline of Blaine Street from the south line of West 2 <sup>nd</sup> Street south to the north line of Grainland Road
The west side of the centerline of Sherman Street from the south line of West 7 <sup>th</sup> Street south to the north line West 4 <sup>th</sup> Street and from the south line of West 3 <sup>rd</sup> Street south to the <del>north line of Grainland Road</del> city limits
The west side of the centerline of Douglas Street from the south line of West 7 <sup>th</sup> Street south to the city limits

The north side of the centerline of Clark Street from the west line of South Main Street west to the east line of South Pearl Street

(B) Appropriate signs shall be placed to advise the public of these prohibited parking regulations. (2002 Code, § 78-133) (Ord. 2011-10, passed 8-16-2011) (Ord. 2017-24, passed 8-15-17)

Section 2. Any and all provisions of the Wayne Municipal Code in conflict with this Ordinance are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval and publication according to law.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_ Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## Streets, Sidewalks and Other Public Places

or to dig or to make any ditch or excavation in any street, alley or right-of-way except for public purposes and temporary uses; or permit any such excavation to remain open for a longer time than is actually necessary; and all such excavations shall be carefully guarded while being made or used.

(2002 Code, § 70-145) Penalty, see § 91.999

### § 91.078 DIGGING IN STREET.

(A) It shall be unlawful for any person to dig up, excavate or remove any dirt in any street, alley or other public right-of-way within the city or in any part of such street, alley or public right-of-way or in any manner to obstruct or injure any such street, alley or public right-of-way without first having obtained a Right-of-Way permit. It shall further be unlawful for any officer or employee of the city, or for any other person, either to give away or to receive any dirt given away for any street, alley or right-of-way within the city; and it shall be unlawful for any officer or employee of the city, or for any other person, to sell or purchase any dirt from any street, alley or public right-of-way within the city, except by direction and authorization of the Council. City employees performing their duties as public employees and contractors hired by the City shall be exempt from obtaining a Right-of-Way permit for City projects. If the work involves an emergency repair of an underground utility, the work shall proceed until the repair is completed. At that time, work shall cease until a Right-of-Way permit is obtained and the previous work is approved by the City.

(B) Anyone installing, in conformance with City Ordinances, mailboxes, lawn sprinkler systems, plants, and landscaping materials shall be exempt from obtaining a Right-of-Way permit. **If landscaping activities include the removal or addition of more than one foot of dirt or other material, the work shall require a Right-of-Way permit and require approval of the City Council.**

(2002 Code, § 70-146; Ord. 2018-13, 5-15-18) Penalty, see § 91.999

### § 91.079 EXCEPTIONS.

This subchapter shall not affect the right of the Water or Sewer Department to excavate under any pavement for the purpose of installing, repairing, extending or changing any public sewer, water main, pipe or other underground construction of either Department; however, any and all cutting of pavement or tearing out of curbing or gutter shall be done in the same manner by the city as would have been done had a permit been issued to a private individual.

(2002 Code, § 70-147)

### § 91.080 SURETY BOND.

The applicant for each Right-of-Way permit required by this subchapter, except for permits to only construct sidewalks, shall file with the City Clerk a performance bond, with sureties to be approved by the City Administrator in the sum of the currently required amount, to be in the form as required by the City Administrator. The bond shall be conditioned upon the proper indemnifying and holding the city harmless from any suits, damage, claims, liens or other actions that may arise from, grow out of or, in

**Betty McGuire - Re: Re: 123 Fairground Avenue**

---

**From:** BJ Woehler <b\_j\_woehler@hotmail.com>  
**To:** Chanelle Belt <cbelt@cityofwayne.org>  
**Date:** 5/3/2019 8:45 AM  
**Subject:** Re: Re: 123 Fairground Avenue  
**Cc:** Betty <betty@cityofwayne.org>, Joel Hansen <jhansen@cityofwayne.org>, "W..."

---

Wes

See attached plan as requested to be added to the permit and council packet.  
2 emails with 6 photos will follow showing the proposed wall (board) and similar ones in the ROW near our shop.

The board in the photos by our shop is representing the angle and length of the wall ending at point A

I would like the council to consider approving the permit to end point B (4' off back of curb) we stop at A because of utilities in the way.

I am working on moving some and figuring out a way to go over the others.

I plan to explain/discuss concerns Tuesday night.

Thanks

Bj

---

**From:** BJ Woehler <b\_j\_woehler@hotmail.com>  
**Sent:** Friday, April 26, 2019 9:19 PM  
**To:** Chanelle Belt  
**Cc:** Betty; Joel Hansen  
**Subject:** Re: Re: 123 Fairground Avenue

Chanelle

See attached as requested

Thanks

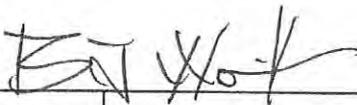
Bj

Sent from [Outlook](#)

---

# CITY OF WAYNE

## Right-of-Way Permit Application

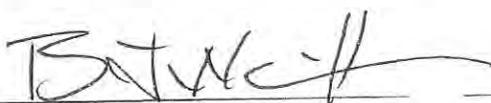
Permit Number:		One Call Ticket #:	190980523
Applicant's Name:		Job Address:	123 Fairgrounds Ave
Lot:	Block:	Addition:	
or Description of alley or block:			
Description of work: (or attach plans)		Returns Wall / Parking	
Area impacted by work: (mark all that apply)		Fee	Deposit
<input checked="" type="checkbox"/>	Grass/Yard (no pavement)	\$35.00	\$500.00 / or Bond
<input checked="" type="checkbox"/>	Sidewalk	\$35.00	None
<input checked="" type="checkbox"/>	Driveway/Parking	\$35.00	\$500.00 / or Bond
	Street/Alley Paving (includes curb grinding)	\$50.00	\$1000.00 / or Bond
	Unpaved Alley	\$135.00	\$1000.00 / or Bond
The fee and deposit shall be based upon the highest number for each category marked and not a cumulative total of all of the impacted work areas.			
Applications shall not be approved until after a site visit by the inspector.			
All contractors shall call City Hall at (402) 375-1733 to schedule the required inspections.			
Signature:		Date:	
		4/26/19	
Fee Paid:	Deposit:	Certificate of Insurance Provided: (Sidewalks exempt) On File	
Date of site visit and approval:		Inspector:	
Date of rough inspection:		Inspector:	
Date of final inspection:		Inspector:	

PLEASE SEE REVERSE SIDE FOR SPECIFICATIONS.

## SPECIFICATIONS

1. ROW Permits shall only encompass 1 street for the length of a block or 1 alley the length of a city block. (i.e. the 400 Block of Pearl Street)
2. No contractor may hold more than 4 ROW Permits at any given time.
3. Sidewalks shall have a cross slope which does not exceed 2%.
4. All street paving shall be replaced at a depth of 7 inches on local streets and 8 inches on all other streets except NDOT shall control requirements on the State's highways. Concrete mix shall be a minimum of 47-B with a 28 day strength of 3,500 psi.
4. All paving on the terrace must be a minimum of 5 ½ inches with a sand/gravel subgrade where vehicles will park or drive. Sidewalks must be a minimum of 3 ½ inches with a sand/gravel subgrade where no vehicles will be crossing. Driveways or parking surfaces shall be of the same mix as streets.
5. Curbs may be ground or removed by sawing 1 foot inside the gutter line. A minimum radius or wing of 3 feet is required on each side of a driveway apron or parking area.
6. All excavations shall be replaced with a maximum lift of 12 inches and then compacted using a rolling or vibratory type packer. Using a backhoe bucket or a truck/tractor tire is not considered sufficient to meet this requirement.
7. Diggers Hotline (800-331-5666) must be notified prior to applying for a ROW Permit. In case of an emergency work may begin as soon as Diggers Hotline has been notified as well as the City of Wayne. In those instances the contractor must complete a ROW Permit as soon as the emergency has been address prior to completing the remainder of the work.
8. The area impacted by the work SHALL be returned to pre-existing condition in order to refund the deposit. In the instance of new paving where grass existed prior this includes backfilling with dirt. Seeding/sodding is not required prior to refunding the deposit.

I/We have read and understand the above specifications and do herein agree to follow them.

  
Signature of Contractor or Owner

4/26/19  
Date

Fairgrounds Ave.

Sidewalk

Wall End B

Wall End A

Property Line

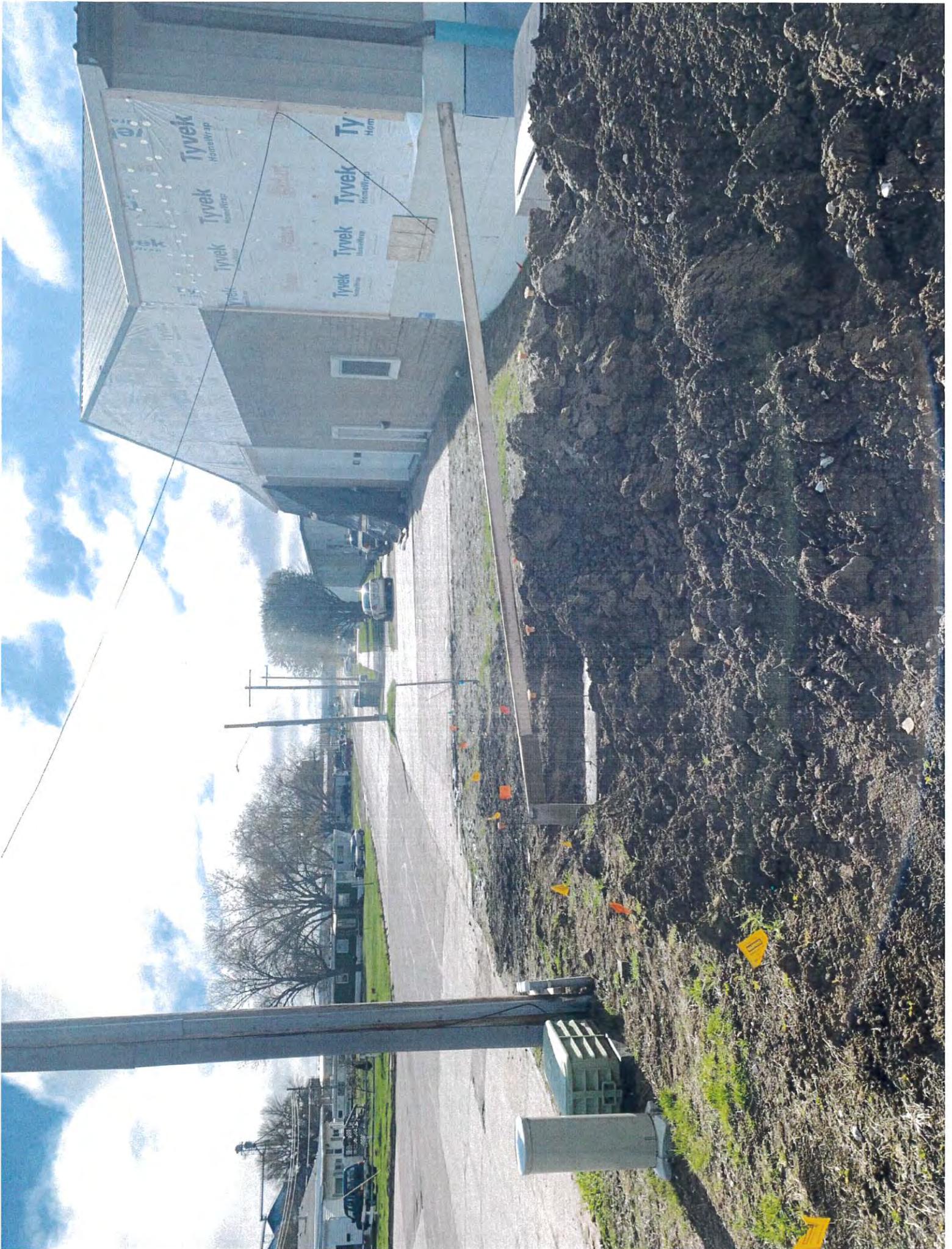
Parking

R  
↓  
g M P

Zone  
Boys

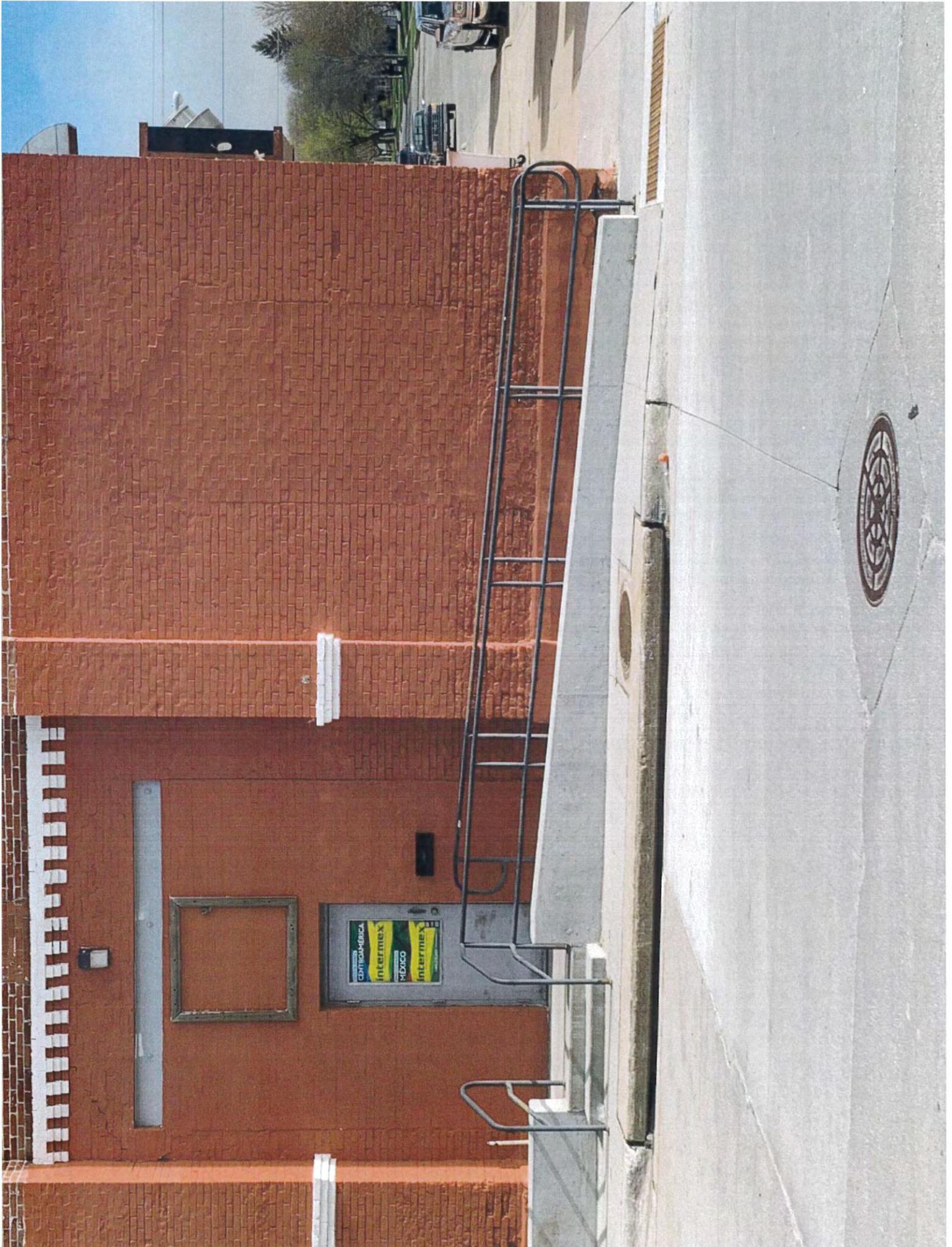
Future  
Driveway















5. Coat exterior surfaces of manhole with one coat of a heavy bodied tar or bituminous paint.
6. All connections cut into manholes, junction boxes, and inlets shall be neatly built leaving no projections on the inside of the structure and made watertight.

## **ARTICLE 15: CAST IRON OR DUCTILE IRON PIPE**

### A. Quality Assurance

1. Provide manufacturer's certificate that materials meet or exceed minimum requirements as specified.

### B. Submittals:

1. Submit manufacturer's certificates of conformance.
2. Submit copies of test reports.
3. Submit manufacturer's gasket lubricant recommendations.

### C. Product Delivery, Storage, and Handling:

1. During loading, transporting, and unloading, exercise care to prevent damage to materials.
2. Do not drop pipe or fittings.
3. Store materials on site in enclosures or under protective coverings above ground to keep clean and dry.

### D. Pipe and Fittings:

1. Cast Iron Pipe:
  - i) AWWA C106 or ANSI A21.6 or A21.8, Class 22 thickness, joints per AWWA C111 or ANSI A21.11.
2. Ductile Iron Pipe:
  - i) AWWA C151 or ANSI A21.51, Class 50 thickness, joints per AWWA C111 or ANSI A21.11.
3. Fittings:

- i) AWWA C110 or ANSI A21.10, Class 250, joints as required. Provide lugs where tie rods used

4. Cement Mortar Lining:

- i) AWWA C104 or ANSI A21.4, thickness, 1/16 inch for sizes 3-12 inch, 3/32 inch for sizes 14 inch and up.

E. Gasket Lubricant:

1. As recommended by pipe manufacturer.

F. Inspection:

1. Examine areas to receive piping for:
  - i) Defects that adversely affect execution and quality of work.
  - ii) Deviations beyond allowable tolerances for piping clearances.

G. Workmanship:

1. Examine pipe and fittings before installation and assure no defective materials are incorporated.
2. Keep inside of pipe and fittings free of dirt and debris.
3. Valves to be cut into existing main shall be installed prior to connection newly constructed water main to the existing system. This will permit the isolation of as small segment of the system as possible in which service must be interrupted.
4. Before lowering, and while suspended, check for defective pipe by tapping with light hammer; defective, damaged or unsound pipe shall not be installed.
5. Keep inside of pipes and fittings free of dirt and debris.
6. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other suitable means to prevent the ingress of foreign materials. This stipulation shall apply during noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped dry.
7. Where existing water main is to be abandoned the old main shall be exposed for a sufficient distance to inspect its general condition and removed or

plugged adequately in accordance with the Engineer's direction. If directed to be removed, the salvaged pipe shall be stored carefully at a site of the Owner's choosing and the ensuing trench backfilled in accordance with Article 10.

H. Placement:

1. Lay piping on firm bed for entire length of trench except where supports are otherwise provided.
2. Hand excavate for pipe bell ends.
3. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
4. Compression Joint Installation:
  - i) Clean hub and inset gasket.
  - ii) Apply gasket lubricant to spigot and inside of gasket.
  - iii) Drive spigot into gasketed hub with pulling tool or suitable device.
5. Maximum allowable joint deflection shall be 4 degrees for pipe size 12 inch and smaller and 2 degrees for pipe sizes 14 inch through 24 inch.
6. For water mains:
  - i) Lay piping with minimum earth cover of 5 ½ feet above the top of the pipe.
  - ii) Provide thrust blocks (or restraining fittings for cast iron or ductile iron pipe) to restrain piping at all abrupt changes in direction, tees, bends, dead ends, and hydrants.

**ARTICLE 16: PLASTIC PIPE**

A. Quality Assurance:

1. Provide manufacturer's certificate that materials meet or exceed minimum requirements as specified.

B. Submittals:

1. Submit certified copies of test reports.

2. Submit manufacturer's certificates of conformance.
3. Submit manufacturer's gasket lubricant recommendations.

C. Product Delivery, Storage, and Handling:

1. Exercise care in transporting and handling to avoid damage to pipe and fittings.
2. Pipe ends shall be covered during delivery from the manufacturer to the jobsite.
3. Store materials on site in enclosure or under protective coverings.
4. Do not store materials directly on the ground.
5. Assure that materials are kept clean and dry.
6. Do not drop pipe or fittings.

D. Pipe:

1. SDR 21 Polyvinyl Chloride for Sewage Force Mains:
  - i) Class 200 (SDR 21) PVC 130 psi working pressure rated pipe with FLUID-TITE gasket couplings and fittings as manufactured by Certain-Teed Products Corporation or Clow Corporation BELL TITE or equal.
  - ii) Material used to produce the pipe, couplings and fittings shall conform to ASTM D1784, Type I, Grad I, 2,000 psi design stress.
  - iii) All PVC pipe shall conform to the latest revisions of the following specifications:
    - ASTM D2241 (PVC plastic pipe SDR-PR and Class T)
    - Commercial Standard CS 256-63 (pressure rated pipe) National Sanitation Foundation Testing Laboratories (NSF).
  - iv) Designated as PVC 1120.
  - v) Joints shall be gasketed, push-on type in accordance with ASTM D3139. Rubber gasketing shall conform to ASTM D1869.
  - vi) The pipe shall be precision extruded from new polyvinyl chloride material and shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be extruded

in strict accordance with the raw material manufacturer's recommendations and specifications.

- vii) The PVC pipe shall be supplied in standard laying lengths of 20 or 40 feet.

2. Polyvinyl Chloride pipe for gravity sanitary sewers:

NOTICE: PVE sewer pipe shall not be used in line segments (manhole to manhole) where the depth of bury at any point, exceeds fifteen (15) feet.

- i) Gasketed PVC pipe for gravity sanitary sewer mains.
- ii) Gasketed PVE pipe for house service connections and riser lines.
- iii) All future service connection lines shall be brought up at a 45 degree angle beginning at the property line and capped within 6' of the surface. The City shall be notified before the end is buried to allow the opportunity to GPS the location. The end shall also be marked with a 2" x 2" wood stake or metal rod at least 5' in length.
- iv) Pipe and fittings shall meet requirements of ASTM D3034, but shall conform to a minimum pipe nominal diameter ratio to wall thickness (SDR) of 28. Type PSM (XH) (Poly vinyl chloride) (PVC) Sewer Pipe and Fittings.
- v) Joints shall be gasketed, push-on type in accordance with ASTM D3212.
- vi) Material used to produce pipe and fittings shall conform to ASTM D1784 for Rigid Poly (vinyl chloride) compounds and Chlorinated Poly (vinyl chloride) Compounds.
- vii) Rings for gasketing shall be locked-n rubber sealing rings and shall conform to ASTM D1869.
- viii) Pipe shall be supplied in standard laying lengths of 12.5 and 20 feet.

3. For water mains in general:

- i) Plastic pipe water mains shall be precision extruded from new polyvinyl chloride (PVC) material and plastic pipe service lines from new polyethylene (PE) material. Pipe material shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be extruded in strict

accordance with the raw material manufacturer's recommendations and specifications.

- iv) Pipe shall be marked to indicate nominal pipe size, material code designation, standard dimension ratio, pressure rating, manufacturer's name or trademark, National Sanitation Foundation seal and appropriate ASTM or AWWA designation numbers.
- v) The PVC pipe shall be supplied in standard laying lengths of 20 or 40 feet. However, 40 feet or longer lengths of pipe will be approved only upon adequate information the Installer has equipment capable of fully supporting the pipe while being transported and distributed over the project.
- vi) Pipe shall be installed with a covered copper, minimum No. 12 size, tracer wire located within 6 inches of pipe and up along outside of each valve box, terminating in loop at top of each valve box.
- v) Rubber gasketing shall conform to ASTM D1869.

4. DR 18 Polyvinyl Chloride (PVC) Pipe:

- i) Class 150 (DR 18) PVC pressure rated pipe with gasket bell end and cast iron pipe equivalent O.D.
- ii) Pipe shall conform to the following specifications:
  - a. AWWA C900.
  - b. National Sanitation Foundation Testing Laboratories (NSF).
- iii) The pipe shall have a maximum anticipated sustained, operating pressure of 150 psi. The pipe shall have a minimum sustained bursting pressure of 500 psi.

5. DR 9 Polyethylene (PE) Service Line Pipe:

- i) Pressure class 200 psi pipe, minimum size 1 inch, polyethylene 3406 material, tested and certified by National Sanitation Foundation Testing Laboratories (NSF) as suitable for potable water.
- ii) Pipe shall conform to requirements of AWWA C901.
- iii) Pipe shall be installed with a covered copper, minimum No. 12 size, tracer wire located within 6 inches of pipe and up along outside of curb box, terminating in loop at top of curb box.

- iv) Compression type connections, pressure rating equal to or greater than that of the pipe, with rigid insert plastic or stainless steel liner to prevent collapse of PE pipe.

6. Gasket Joint Coupling.

- i) Couplings shall be furnished by the pipe manufacturer and shall accommodate the pipe for which they are to be used.
- ii) Couplings shall have a SDR rating equal to that of the pipe.
- iii) If couplings are used they shall be twin gasketed coupling with a positive stop in the center that will automatically position the pipe ends within the coupling. Single gasket couplings welded to one end of the pipe will not be accepted.
- iv) Pipe that has an integral bell, designed to be at least as strong as the pipe wall, as a part of the pipe with a single gasket will be accepted.
- v) All coupling or bells shall have a seating depth of at least one diameter of pipe.
- vi) The male ends of the pipe shall be beveled at the factory for ease of entry into the coupling and shall have a ring painted around the end in such a manner as to allow field checking of the setting depth of pipe in the socket.

7. Fittings for Gasket Joint Pipe:

- i) Fittings shall be furnished or approved by the pipe manufacturer and shall accommodate the pipe for which they are to be used.
- ii) Fittings shall have wall thickness no less than that for the specified pipe and shall have a SDR or minimum pressure rating equal to that of the pipe.
- iii) The fittings shall be solvent weld or gasketed with the same gasket design as used on the pipe coupling. The socket depths shall meet all of the requirements listed for the adjoining pipe Service wyes may be saddle type.
- iv) Mechanical joint adapters, when required for valve settings or connections to cast iron pipe, shall be made of Schedule 80 PVC at

least 12 inches long. One end shall be built up to an O.D. equal to that required by the mechanical joint fittings.

8. Pipe Connection to Manhole:

- i) Provide flexible waterstop at pipe connection to manhole.
- ii) Waterstop shall be B.F. Goodrich Geon 83718, white 132, flexible PVC compound, durometer hardness 80 on the A scale, or approved equal.

9. Service Saddles:

- i) All taps shall be installed with a pipe saddle. Saddles shall have an 'O' ring seal between pipe and the saddle and shall be Clow-Vega Twin Seal Style 3401 or F-6350, or approved equal.
- ii) The City shall be notified before the saddle is buried to allow the opportunity to GPS the location.

E. Inspection:

1. Examine areas to receive piping for:

- i) Defects that adversely affect execution and quality of work.
- ii) Deviations beyond allowable tolerances for piping clearances.

2. Start work only when conditions are corrected satisfactorily.

F. Workmanship:

1. Examine pipe and fittings before installation and assure no defective materials are incorporated.

2. Keep inside of pipes and fittings free of dirt and debris.

3. Cup pipe in a neat workmanlike manner without damage to pipe.

G. Placement of PVC Force Mains:

1. Placement and joint installation in accordance with manufacturer's recommendations.

2. Place the pipe and fittings in the trench with care; under no circumstances shall the pipe or other materials be dropped into the trench.

3. The pipe shall not be dragged in such a manner as to scratch the pipe surface; an excessive amount of scratching or any deep scratches shall be cause for rejection of the pipe.
4. The bottom of the trench shall be free from rocks, clods, or other sharp-edged objects.
5. Each section of pipe in the trench shall rest upon the pipe bed for the full length of its barrel.
6. The subgrade upon which the pipe bedding material is placed shall consist of materials suitable for supporting the pipe without excessive settlement or stress development.
7. Excavate to a depth of not less than two (2) inches nor more than six (6) inches below grade and provide a sand cushion for the purpose of grading and bedding the pipe.
  - i) Bedding material shall be sufficiently damp to insure proper compaction and shaping of the bed.
8. During the laying operation, immediately prior to the making of joints, run a swab of sufficient size to lightly touch the pipe walls through the pipe so as to thoroughly clean the inside.
9. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other suitable means to prevent the ingress of foreign materials. This stipulation shall apply during noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped dry.
10. Provide thrust blocks, as shown on the Drawings to restrain piping at all abrupt changes in direction, tees, bend and dead ends.
11. The placement of backfill to 18 inches above the top of the pipe shall be done as per Article 10, with the following added requirements:
  - i) The backfill material shall contain no stones of greater than  $\frac{3}{4}$  inch in diameter.
  - ii) The method shall be such that the material is not dropped from the top of the trench onto the unprotected pipe.
12. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.

13. Backfilling remainder of the trench as per Article 10.

C. Placement of PVC Gravity Sanitary Sewers:

1. Each pipe shall be laid true to line and grade by use of overhead grade boards or an inline laser beam.
  - i) Actual line and grade shall be accurate within 0.02 feet of staked line and grade at any point.
2. Commence pipe laying at lowest point, with spigot ends pointing in the direction of flow.
3. Lay piping on compacted granular material bed for entire length of trench.
  - i) Class II bedding materials - coarse sands and gravels with maximum particle size of 1 ½ inches.
  - ii) See Standard Drawings for Class B (b) bedding conditions.
4. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
5. Compression Joint Installation:
  - i) Clean hub and spigot
  - ii) Apply joint lubricant to spigot and inside of hub.
  - iii) Drive spigot into hub with pulling tool or suitable device.
6. Solvent weld water stops to outside of PVC pipe at points where pipe penetrates concrete manholes prior to cementing space between outside of pipe and manhole wall.
7. Where sewers are more than ten (10) feet deep, extend riser pipe from tee to depth indicated on the Standard Drawings and install manufacturer's standard plug.

D. Placement of PVC Water Main:

1. Install in accordance with manufacturer's recommendations.
2. Lay piping with minimum earth cover of 5-1/2 feet above top of pipe, except where specifically shown otherwise on the drawings.

3. Place the pipe, fittings and valves in the trench with care; under no circumstances shall the pipe or other materials be dropped into the trench.
4. The pipe shall not be dragged in such a manner as to scratch the pipe surface; an excessive amount of scratching or any deep scratches shall be cause for rejection of the pipe.
5. The bottom of the trench shall be free from rocks, clods, or other sharp-edged objects.
6. Each section of the pipe in the trench shall rest upon the pipe bed for the full length of its barrel.
7. The sub-grade upon which the pipe bedding material is placed shall consist of materials suitable for supporting the pipe without excessive settlement or stress development.
8. Excavate to a depth of not less than two (2) inches nor more than six (6) inches below grade and provide a sand cushion for the purpose of grading and bedding the pipe.
  - i) Bedding material shall be sufficiently damp to insure proper compaction and shaping of the bed
9. During the laying operation, immediately prior to the making of joints, run a swab (of sufficient size to lightly touch the pipe walls) through the pipe so as to thoroughly clean the inside.
10. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other suitable means to prevent the ingress of foreign materials. This stipulation shall apply during noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is pumped dry.
11. Provide (or pour) thrust blocks or anchors to restrain piping at all abrupt changes in direction, tees, bends, dead-ends and hydrants.
12. The placement of backfill to 18 inches above the top of the pipe shall be done as per Article 10, with the following added requirements:
  - i) The backfill material shall contain no stones of greater than  $\frac{3}{4}$  inch in diameter.
  - ii) The method shall be such that the material is not dropped from the top of the trench onto the unprotected pipe.

13. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
14. Backfill remainder of the trench as per Article 10.
15. Maximum allowable joint deflection shall be 1 degree.

## **ARTICLE 17: PIPING SPECIALTIES**

### **A. Quality Assurance:**

1. Provide manufacturer's certificate that materials meet or exceed minimum requirements as specified.

### **B. Submittals:**

1. Manufacturer's literature and illustrations.
2. Statement of net assembled weight of each piece of equipment.
3. Shop Drawings of Equipment:
  - i) Dimensions.
  - ii) Construction details.
  - iii) Materials.
4. Complete manufacturer's installation instructions.
5. Maintenance Data:
  - i) Maintenance instructions.
  - ii) Parts lists.

### **C. Product Delivery, Storage, and Handling:**

1. Box, crate, completely enclose, and protect equipment and accessories from accumulations of foreign matter.
2. Store equipment and accessories in area protected from weather, moisture, or possible damage.
3. Do not store materials directly on ground.

4. Handle items to prevent damage to interior or exterior surfaces.

D. Products

1. Inserting Valve:

- i) Manufacturer: Mueller Cat. No. H-800
- ii) Size as noted on drawings.

2. Tapping Sleeve:

- i) Manufacturer: Mueller Cat. No. H-615 with duck-tipped gaskets.
- ii) Size as noted on drawings.

3. Tapping Valve:

- i) Manufacturer: Mueller Cat. No. H-667 with 'o' ring seals.
- ii) Size as noted on drawings.

4. Cut-In Sleeve:

- i) Manufacturer: Mueller Cat. No. H-840 or H-841, as required.
- ii) Size as noted on drawings.

5. Cut-In Valve:

- i) Manufacturer: Mueller Cat. No. H-862.
- ii) Size as noted on drawings.

E. Installation:

1. Install valves and sleeves where shown on the drawings.
2. Install equipment and accessories in accordance with manufacturer's instructions.
3. Place concrete block under buried valves to provide firm support.

F. Adjustments:

1. Check and adjust equipment and accessories for proper operation.

## **ARTICLE 18: ANCHORS**

### **A. Quality Assurance:**

1. Acceptable Manufacturers:
  - i) Star Supply Corporation.
  - ii) Or approved equal.

### **B. METAL HARNESS SYSTEMS:**

1. Clamps shall be ½ inch x 2 inch bar stock for pipe size 4 inch, 6 inch, 8 inch, 10 inch and 12 inch.
2. Rods shall be ¾ inch diameter for pipe size 4 inch, 6 inch, 8 inch, 10 inch, and 12 inch.
3. Entire assembly, clamps, rods, bolts, washers, nuts, shall be as manufactured by Star Supply Corporation, Columbus, Ohio, or approved equal.

### **C. Installation:**

1. All plugs, tees, caps, hydrants and bends shall be provided with anchorage by attaching suitable metal rods and clamps, by installation of thrust blocks, or by other suitable methods to prevent displacement and assure no leakage from the fittings.

## **ARTICLE 19: GATE VALVES**

### **A. Quality Assurance:**

1. Acceptable Manufacturers:
  - i) Mueller Company

### **B. Submittals:**

1. Manufacturer's literature and illustrations.
2. Statement of net assembled weight of each size of valve furnished.
3. Shop Drawings of Valve and Operators:

- i) Dimensions.
  - ii) Construction details.
  - iii) Materials.
4. Complete manufacturer's installation instructions.
5. Maintenance Data:
  - i) Maintenance instructions.
  - ii) Parts list.
7. Certificates: Obtain manufacturer's certification that valves and accessories meet or exceed specification requirements.

C. Product Delivery, Storage, and Handling:

1. Seal valve ends to prevent entry of foreign matter into valve body.
2. Box, crate, completely enclose, and protect valves and accessories from accumulations of foreign matter.
3. Store valves and accessories in area protected from weather, moisture, or possible damage.
4. Do not store materials directly on ground.
5. Handle items to prevent damage to interior or exterior surfaces.

D. Gate Valves:

1. AWWA C500
2. Mueller No. A-2370-20 Resilient Seat Wedge Valve.
3. Shall be resilient wedge type valves with non-rising stem and 2-inch operating nut shall offer no resistance when fully open.
4. End Connections: Mechanical joint.
5. Operators:
  - i) Direction of rotation to open: counter-clockwise.

- ii) Two inch square wrench nut.
- 6. All valves 12 inch and smaller shall be designed for 200 psi working pressure.
- E. Valve Boxes:
  - 1. Mueller Cat. No. H-10360, Buffalo type, 5-1/4 inch shaft, two piece, screw type, extension length as required, or approved equal.
- F. Installation:
  - 1. Install valves and accessories as show on the drawings.
  - 2. Install valves and accessories in accordance with manufacturer's instructions.
- G. Adjustment:
  - 1. Check and adjust valves and accessories for smooth operation.

## **ARTICLE 20: CORPORATION STOPS AND SERVICE CONNECTIONS**

- A. Quality Assurance:
  - 1. Acceptable Manufacturers:
    - i) Mueller.
    - ii) Ford.
- B. New Construction:
  - 1. Mueller Cat. No. H-15009 (PE Plastic Pipe), minimum size 1 inch.
- C. Replacement of Existing Services:
  - 1. With existing Type "K" copper service pipe or plastic pipe - Mueller Cat. No. H-15008 or H-15009, as required.
- D. Service Saddles:
  - 1. Install service saddle for all taps. The City shall be notified before the saddle is buried to allow the opportunity to GPS the location.

E. Installation:

1. Install corporation stops into upper half of main. For ductile iron mains, double wrap threads with 3-mil Teflon tape.

F. Replacement of Existing Services:

1. If existing service line is PE class 200 psi plastic in good condition, it shall be directly connected to the new corporation stop or shall be extended to the new main using the same pipe materials of the same diameter.
2. If existing service line is plastic or copper and of sufficient length in good condition, it shall be directly connected to new corporation stop. If plastic or copper service line is not of sufficient length or if part or all of the line back to the curb stop is judged by the City Water Department to be in need of replacement, a sufficient length of PE class 200 psi iron pipe size plastic service pipe shall be installed to complete the connection to the new main.
3. If existing service line is galvanized iron, it shall be replaced back to the curb stop with minimum 1 inch PE class 250 psi iron pipe size plastic service pipe.
4. If existing service line is lead pipe it shall be replaced with new minimum 1 inch PE class 250 psi iron pipe size plastic service pipe back to the curb stop.
5. No barb fittings are allowed below ground.

**ARTICLE 21: CURB STOPS AND BOXES**

A. Quality Assurance:

1. Acceptable Manufacturers:
  - i) Mueller.
  - ii) Ford.

B. Curb Stops:

1. Mueller Cat. No. 15164 (Copper Pipe) or No. 15169 (PE Plastic Pipe), brass, Mark II Oriseal, Minneapolis pattern, minimum size 1 inch.

C. Curb Boxes:

1. Mueller Cat. No. H10300, extension type, Minneapolis pattern base, length 6-1/2 feet, size 1-14 inch.

D. Installation:

1. Install new curb stop and box at the location shown on the drawings or as directed by the city.

E. Replacement of Existing Services:

1. If connection of replacement service line to existing curb stop is impractical due to the condition of the curb stop and if approved by the City Engineer, a new curb stop shall be installed.
2. Install new curb stop and/or box at the location occupied by the old curb stop, or as shown on the drawings or directed by the City.

F. Adjustment:

1. Check and adjust curb stops and accessories for smooth operation.

**ARTICLE 22: HYDRANTS**

A. Quality Assurance:

1. Acceptable Manufacturers:
  - i) Mueller Company.
  - ii) American-Darling.

B. Submittals:

1. Manufacturer's literature and illustrations.
2. Statement of net assembled weight of each hydrant.
3. Shop Drawings:
  - i) Dimensions.
  - ii) Construction Details.
  - iii) Materials.
4. Complete manufacturer's installation instructions.

5. Maintenance Data:

- i) Maintenance instructions.
- ii) Parts list.

6. Manufacturer's certification that hydrants and accessories meet or exceed specification requirements.

C. Product Delivery, Storage, and Handling:

- 1. Store hydrants in area protected from weather, moisture, or possible damage.
- 2. Do not store materials directly on ground.
- 3. Handle items to prevent damage to interior or exterior surfaces.

D. Fire Hydrants:

- 1. Fire hydrants shall meet the requirements of AWWA C502.
- 2. Mueller Centurion Cat. No. A-423, or American-Darling No. B-84 B with 5-1/4 inch hydrant main valve, two 2-1/2 inch hose connections, on 4 inch pumper connecting 6 inch mechanical joint inlet, operating direction City standard, with traffic type break-off flange.
- 3. Hydrant length shall be sufficient to allow for minimum 5-1/2 foot depth of cover over top of hydrant inlet (depth of bury equal to depth of cover plus diameter of inlet pipe.)
- 4. Hydrant main valve shall close with the water pressure.
- 5. Hydrants shall be designed for a minimum of 150 psi working pressure.

E. Auxiliary Valves and Valve Boxes:

- 1. Per Article 19.

F. Installation:

- 1. Install hydrants and accessories as shown on the drawings.
- 2. Install hydrants and accessories in accordance with manufacturer's instructions.

3. Place concrete block under auxiliary valve to provide firm support.
4. Pour concrete thrust block at hydrant shoe as shown on the drawings, or install a metal harness tie-down per Article 18.
  - i) Place concrete block, similar to that shown for valves, under hydrant to provide firm support if a tie-down system is used in lieu of the thrust block.

G. Adjustments:

1. Check and adjust hydrants and accessories for smooth operation.

**ARTICLE 23: TESTING OF SEWER MAINS**

A. General:

1. Contractor shall perform all tests required for the type of sewer installed. Required tests are indicated in the respective specification sections for the type of material to be installed.
2. Contractor shall furnish all required test equipment and conduct tests.
3. Testing will be observed by the City Engineer. Contractor shall notify City Engineer 48 hours in advance of conducting tests.
4. Corrective work required shall be performed at the Contractor's expense.
5. Contractor shall perform tests until satisfactory results are obtained.

B. Materials:

1. Contractor shall furnish all materials required to conduct tests.

C. Pressure and Leakage Testing for Sewer Force Mains:

1. Pressure Test:
  - i) Test pressure shall be 120 psig at the lowest portion of the line under test.
  - ii) Partially backfill valved section of line to be tested such that backfill will hold line in place under test pressure.