

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
January 16, 2024**

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 southwest wall of the Council Chambers as well as on the City of Wayne website.

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 – January 2, 2024](#)
4. [Approval of Claims](#)
5. [Ordinance 2023-21: Authorizing the release and abandonment of a 1681.90 square foot easement located in Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska \(Second Reading\)](#)

Background: Staff has met with the owner (Ken Jorgensen), and he has a concept drawing after working with an architect (Jill Brodersen). Staff is acceptable to the easement abandonment in the area and building layout as long as there is no overhang into/over the 10 ft. easement.

6. [Action on Application and Certificate of Payment No. 2 from Otte Construction Company, LLC, in the amount of \\$44,853.00 for the “Wayne City Hall and Police Relocation Project” — Carlson West Povondra Architects](#)

Background: This is for work completed and approved by the engineer.

7. [Resolution 2024-1: Appointing Carlson West Povondra Architects as the special engineer to be used for the “Park and Recreation Building Project”](#)

Background: Lowell is planning to do much of the general contractor work on a new Park building in Prairie Park. The City still needs an engineer/architect to oversee the project, help with some specifications (electrical and mechanical) and the bidding process. Bob Soukup with CWPA has proposed a lump sum fee of \$28,300 to do the work that Lowell cannot. Both Lowell and I recommend approving this contract.

8. [Action on Certificate of Payment No. 2 in the amount of \\$323,189.71 to Cooney Fertilizer, Inc., for the “Wayne Prairie Park Phase I Grading Project” – Matthew Smith, Olsson](#)

Background: This is for work completed and approved by the engineer.

9. [Action on Change Order No. 1 in the amount of \\$13,907.10 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project” — Matthew Smith, Olsson](#)

Background: This Change Order is for quantity adjustments (additional sanitary service, yard hydrant, live tap, etc.).

10. [Action on Certificate of Payment No. 4 in the amount of \\$155,562.81 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project” — Matthew Smith, Olsson](#)

Background: This is for work completed and approved by the engineer.

11. [Review and discussion of preliminary estimate for Lake Amenity Project \(pedestrian bridge, fishing pier, trail around the lake and ADA parking - \\$661,550\)](#)

Background: Council needs to have some discussion on this phase of Prairie Park, and if it wants to reappropriate funds to complete this phase while committing sales tax funds in FY 24-25 to the new Parks Building.

12. [Resolution 2024-2: Approving Letter Agreement Amendment #6 to the original Letter Agreement with Olsson for additional services on the Wayne Prairie Park Development Project - \\$21,850](#)

Background: This Agreement Amendment #6 will add \$21,850 of additional design and construction services to the project for the walking/biking trail around the lake.

13. [Resolution 2024-3: Accepting proposals and awarding contracts on the “Wayne City Auditorium Terrazzo Floor Refinishing Project” with DeMarco Bros. Company - \\$33,628](#)

Background: Lowell Heggemeyer, Park and Recreation Director, obtained three proposals to refinish/repair the terrazzo floors at the Auditorium:

- Patch Terrazzo at Doors - Main Lobby - \$7,402;
- Refinish Terrazzo Flooring and Base - Arena Hall Lobby - \$14,450; and
- Refinish Terrazzo Floor and Base – Main Lobby - \$11,776

The total to do all of it - \$33,628. \$50,000 has been put in the budget for this project. Lowell has provided pictures of the floors in the packet.

14. [Committee update on the Community Activity Center Relocation Project](#)
15. [Discussion and action on the amount of \\$35,000 that is due to the City by Brendon Pick as per the Subdivision Agreement signed on November 8, 2017, and filed with the Wayne County Clerk’s Office #171535 on November 16, 2017](#)

Background: Council needs to take action to resolve an outstanding subdivision requirement by the developer in the Chicago Street area. Refer to the packet information. Pick would like to transfer ownership of Lot 19 (300 S. Douglas) to the City in lieu of his monetary commitment to satisfy the subdivision agreement.

16. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
January 2, 2024**

The Wayne City Council met in regular session at City Hall on January 2, 2024, 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 Terri Buck, Nick Muir, Brittany Webber, Clayton Bratcher, Jason Karsky and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Councilmembers Brent Pick and Matt Eischeid.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. 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 southwest wall of Council Chambers, as well as on the City of Wayne website 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 Brodersen made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of December 19, 2023, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Pick and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

COUNCIL APPROVED 12/19/23: PENRO-PRAIRIE PARK PHASE II UTILITIES - \$117,428.59;
PHILIP CARKOSKI CONST-UV LIGHT IMPROVEMENTS - 74,456.46

VARIOUS FUNDS: ACES, SE, 1127.56; AMERITAS, SE, 168.44; AMERITAS, SE, 35.00; AMERITAS, SE, 130.87; AMERITAS, SE, 72.00; AMERITAS, SE, 3557.84; ARNIE'S FORD, SE, 645.98; CARLSON WEST POVONDRA ARCHITECTS, SE, 3786.83; CASILLAS, GRICELDA, RE, 200.00; CITY EMPLOYEE, RE, -2,669.70; CITY EMPLOYEE, RE, 175.00; CITY EMPLOYEE, RE, 412.30; CITY EMPLOYEE, RE, -265.85; CITY EMPLOYEE, RE, 772.10; CITY EMPLOYEE, RE, 265.85; CITY EMPLOYEE, RE, 2669.70; CITY EMPLOYEE, RE, 74.82; CITY EMPLOYEE, RE, 293.40; CITY OF WAYNE, PY, 121958.71; CITY OF WAYNE, RE, 892.44; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 10000.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEARBORN LIFE INSURANCE COMPANY, SE, 110.08; DEMCO, SU, 135.63; DYER, ROBERT, RE, 500.00; DYER, ROBERT, RE, 500.00; EAKES OFFICE PLUS, SE, 3025.54; ELLIS HOME SERVICES, SE, 4105.71; HEITHOLD, MARY, RE, 150.00; HERITAGE HOMES, RE, 200.00; ICMA, SE, 1048.60; ICMA, SE, 557.32; ICMA, SE, 17168.46; ICMA, SE, 144.86; ICMA, SE, 70.00; ICMA, SE, 127.36; ICMA, SE, 38.28; ICMA, SE, 69.25; ICMA, SE, 190.37; ICMA, SE, 9272.41; ICMA, SE, 495.46; ICMA, SE, 69.25; IRS, TX, 4305.56; IRS, TX, 18409.82; IRS, TX, 954.50; IRS, TX, 3959.81; IRS, TX, 4081.28; IRS, TX, 11881.76; JEO CONSULTING GROUP, SE, 1757.49; LIBRARY IDEAS, SU, 1138.54; MAIN STREET GARAGE, SE, 700.00; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 323.28; NE DEPT OF REVENUE, TX, 5989.38; NE DEPT OF REVENUE, TX, 1170.63; NORTHEAST POWER, SE, 23826.18; OLSSON, SE, 8867.20; POSTMASTER, SU, 94.38; POSTMASTER, SU, 1096.76; VIAERO, SE, 70.42; APX, SU, 1058.17; BORDER STATES INDUSTRIES, SU, 487.92; CERTIFIED TESTING SERVICES, SE, 1882.50; DEARBORN LIFE INSURANCE, SE, 106.64; DEARBORN LIFE INSURANCE, SE, -106.64; DUTTON-LAINSON, SU, 165.94; FASTWYRE BROADBAND, SE, 1638.66; FLOOR MAINTENANCE, SU, 229.30; GIESE, BRECK, RE, -2993.77; GIESE, BRECK, RE, 2993.77; GLOBAL PAYMENTS INTEGRATED, SE, 557.43; GROSSENBURG IMPLEMENT, SU, 11.31; HILAND DAIRY, SE, 274.22; ISLAND SPRINKLER SUPPLY, SE, 21.47; L.G. EVERIST, SU, 454.48; LINCOLN WINWATER WORKS, SE, 270.63; MERCHANT SERVICES, SE, 227.43; MERCHANT SERVICES, SE, 5082.95; MERCHANT SERVICES, SE, 1348.01; MILLER LAW, SE, 6250.00; MUNICIPAL SUPPLY, SU, 1594.28; NORTHEAST POWER, SE, 6731.00; O'REILLY AUTOMOTIVE STORES, SU, 23.05; PAC N SAVE, SU, 992.98; POSTMASTER, FE, 186.00; QUADIANT LEASING, SE, 655.38; SKARSHAUG TESTING LAB, SE, 256.21; STAPLES, SU, 75.40; STATE NEBRASKA BANK & TRUST, SE, 61.68; THOMAS, JOSEPH, RE, 185.00; THOMAS, JOSEPH, RE, -185.00; TOM'S BODY & PAINT SHOP, SU, 66.54; TRUCK CENTER COMPANIES, SU, 52.15; WESCO, SU, -299.60; WESCO, SU, -1,480.35; WESCO, SU, 1779.95; WISNER WEST, SU, 269.33; ZACH, MARK, RE, 120.00; ZACH, MARK, RE, -120.00

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Pick and Eischeid who were absent, the Mayor declared the motion carried.

Mayor Giese advised the Council that he has received the resignation of Councilmember Brendon Pick effective immediately. Because the resignation is effective immediately, he requested Council to accept the same and then declare a "Notice of Vacancy" in Ward 2 and authorize the City Clerk to publish notice.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to accept the resignation of Councilmember Brendon Pick effective immediately and to declare a "Notice of

Vacancy” in Ward 2 and authorize the City Clerk to publish notice. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Cap Peterson with Northeast Nebraska Insurance Agency presented the 2024 Property and Casualty Insurance Package. In 2022, the deductible was increased from \$1,000 to \$10,000/\$25,000 for wind and hail, per occurrence on the property portion. In 2023, the deductible per occurrence on the property portion was increased to \$25,000.

For 2024, Mr. Peterson proposed a couple of options:

- \$25,000 deductible, with 1% wind/hail deductible; or
- \$5,000 basic deductible/\$25,000 or 1% wind and hail deductible. This option would increase the premium by \$8,436.

If the property deductible was decreased to \$5,000, the premium will be \$539,500, an increase of \$101,262 over last year’s package (\$438,238). He noted the work comp premium has decreased. In 2023, the City added the new City Hall/Police Department relocation building as well as added several vehicles to the policy.

Mr. Peterson noted he could get a quote on what a \$50,000 deductible on all properties would be. Staff could also look at possibly taking some of the less valuable buildings/properties off the insurance.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the 2024 Property & Casualty Insurance Package - Option 2 (property section - \$5,000 basic deductible) for a total amount of \$539,500. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

The following Resolution was tabled from the last meeting until staff heard back from Northeast Power on whether or not they would reimburse the City for one-third of the cost for the DGR Engineering services to take the next step in the generation process. Northeast Power stated they were interested in co-locating generation with us.

Councilmember Brodersen introduced Resolution No. 2023-90 and moved for its approval;
Councilmember Buck seconded.

RESOLUTION NO. 2023-90

A RESOLUTION APPROVING TASK ORDER AMENDMENT NO. 5 WITH DGR ENGINEERING FOR THE "PROPOSED GENERATION PLANT PROJECT" - \$13,500.

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

Administrator Blecke updated the Council on the Community Activity Center Relocation Project.

Councilmember Karsky made a motion, which was seconded by Councilmember Webber, to appoint Brent Pick to the Community Activity Center Relocation Project Committee. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to set the Mini-Retreat date for Tuesday, January 30th, at 5:30 p.m. at the Wayne Fire Hall. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:20 p.m.



City of Wayne, NE

Vendor	Payable Description	Payment Total
ABDO PUBLISHING COMPANY	BOOKS	59.67
ALCANTARA, YAIR	PAYROLL CHECK REISSUED FROM PREVIOUS YEAR	304.35
APPEARA	LINEN & MAT SERVICE	341.65
APPEARA	MAT SERVICE	119.79
ASCAP	RADIO LICENSE FEE	500.00
AUTO ANATOMY ALTERNATIVES, INC	WINDOW ROCK CHIP REPAIR	35.00
BEIERMANN ELECTRIC	TRANSFER STATION LIGHT FIXTURES	2,555.32
BORDER STATES INDUSTRIES, INC	TRIPLEX WIRE	1,622.73
CARROLL DISTRIBUTING	HOT ROLL NAIL STAKE	74.88
CITY EMPLOYEE	VISION REIMBURSEMENT	434.05
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4.56
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	535.89
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	310.61
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4.56
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	281.75
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	24.86
CITY EMPLOYEE	VISION REIMBURSEMENT	492.48
CITY EMPLOYEE	MEDICAL/VISION REIMBURSEMENTS	177.56
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	930.68
CITY OF WAYNE	CRA UTILITY BILL	284.27
CITY OF WAYNE	UTILITY REFUNDS	600.40
COPY WRITE PUBLISHING	LIBRARY ENVELOPES	379.02
COPY WRITE PUBLISHING	SHIPPING CHARGE	17.37
COPY WRITE PUBLISHING	BUSINESS CARDS/SHIPPING CHARGES	283.44
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	3,164.63
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	302.83
FIRST CONCORD GROUP LLC	ADMIN FEES	400.00
FIRST CONCORD GROUP LLC	FLEX FEES	6,886.96
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	120.20
GERHOLD CONCRETE CO INC.	CONCRETE	3,410.40
GRANBERG, KAREN	FREEDOM PARK DEPOSIT REFUND	150.00
GROSSENBURG IMPLEMENT INC	BEARINGS/WET CHARGE BATTERY/HOSE/FITTINGS	6,635.37
HASEMANN FUNERAL HOME	AUDITORIUM DEPOSIT REFUND	200.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	320.69
HOMETOWN LEASING	COPIER LEASES	465.14
JACK'S UNIFORMS	POLICE UNIFORM SHIRT	221.85
JEO CONSULTING GROUP	7TH STREET TRAIL	6,056.44
LUTT OIL	GASOLINE/TIRES	6,833.07
MAIN STREET GARAGE, LLC	TOWING CHARGES	110.00
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	315.57
MILLER LAW	WAED DOMAIN NAME CHANGE/COPY CHARGES	307.37

Vendor	Payable Description	Payment Total
MUTUAL OF OMAHA	LIFE INSURANCE	369.00
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	8,827.44
NEW PIG CORPORAATION	MAT PAD	275.50
NORFOLK DAILY NEWS	LIBRARY RENEWAL/DIST SUPERINTENDENT AD	494.38
NORTHEAST NE ECONOMIC DEV DIST	22-PW-008 NOV 23 SERVICES	170.00
OLSSON	FAIRGROUNDS AVE REC DEVELOPMENT	15,432.78
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	51.50
OPTK NETWORKS	POLICE ETHERNET SERVICES	408.54
OVERDRIVE, INC.	AUDIO/E BOOKS	1,037.49
PAC N SAVE	BACKPACK PROGRAM	813.96
QUALITY DRY CLEANERS	POLICE UNIFORM CLEANING	62.66
RED DOOR MANAGEMENT LLC	ENERGY INCENTIVES (6)	3,000.00
RETAIL RECLAIMERS LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
ROBERT WOEHLE & SONS	BUILDING PERMIT DEPOSIT REFUND	2,000.00
STATE NEBRASKA BANK-PETTY CASH	PETTY CASH	44.15
TUCKER, DARYLE	BASKETBALL REF VOID 12/28/23	-40.00
TUCKER, DARYLE	BASKETBALL REF REISSUE	40.00
US BANK	ADOBE/LIGHT BARS/TAKEOUT CONTAINERS/BOOKS/DVD'S	8,617.42
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,129.93
VERIZON WIRELESS SERVICES LLC	CELL PHONES	605.42
WARD ELECTRIC CO	ELECTRIC LICENSE OVERPAYMENT	50.00
WASTE CONNECTIONS	SANITATION BILLING	51.50
WAYNE VETERINARY CLINIC	CAT IMPOUNDS	280.00
WESCO DISTRIBUTION INC	PADMOUNTS	105,609.00
WESTERN AREA POWER ADMIN	ELECTRICITY	26,257.54
WISNER WEST	FD GASOLINE	73.40
Y & Y LAWN SERVICE LLC	FERTILIZER- PRE-EMERGENT/WEED KILL 1 & 4	921.50
ZACH HEATING & COOLING	RESET HEAT SWITCH-LOGAN ST	79.00
	Grand Total:	224,937.52

ORDINANCE NO. 2023-21

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF A 1681.90 SQUARE FOOT EASEMENT LOCATED IN LOT 1, JORGENSEN SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The City of Wayne, Nebraska, has received a request to release a portion of a utility easement located in Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska, more legally described as follows:

Commencing at a point on the South line of Lot 4 of the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, said point being on the boundary line of Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska; thence N 59°07'36" E on said boundary line, 47.32 feet to the Southeast corner of said Lot 4; thence N 59°07'48" E on the North Right-of-Way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed) and the North line of a Permanent Utility Easement as shown and recorded on said Jorgensen Subdivision, 171.08 feet to the Point of Beginning; thence N 59°07'48" E on said North line, 56.77 feet; thence S 02°22'27" E, 33.99 feet; thence S 59°37'33" W, 56.51 feet; thence N 02°22'27" W, 33.43 feet to the Point of Beginning, containing 1681.90 square feet, more or less.

Section 2. The City hereby releases and abandons said 1681.90 square foot utility easement located in Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska.

Section 3. This Ordinance shall be in full force and effect, from and after its passage, approval and publication, as provided by law.

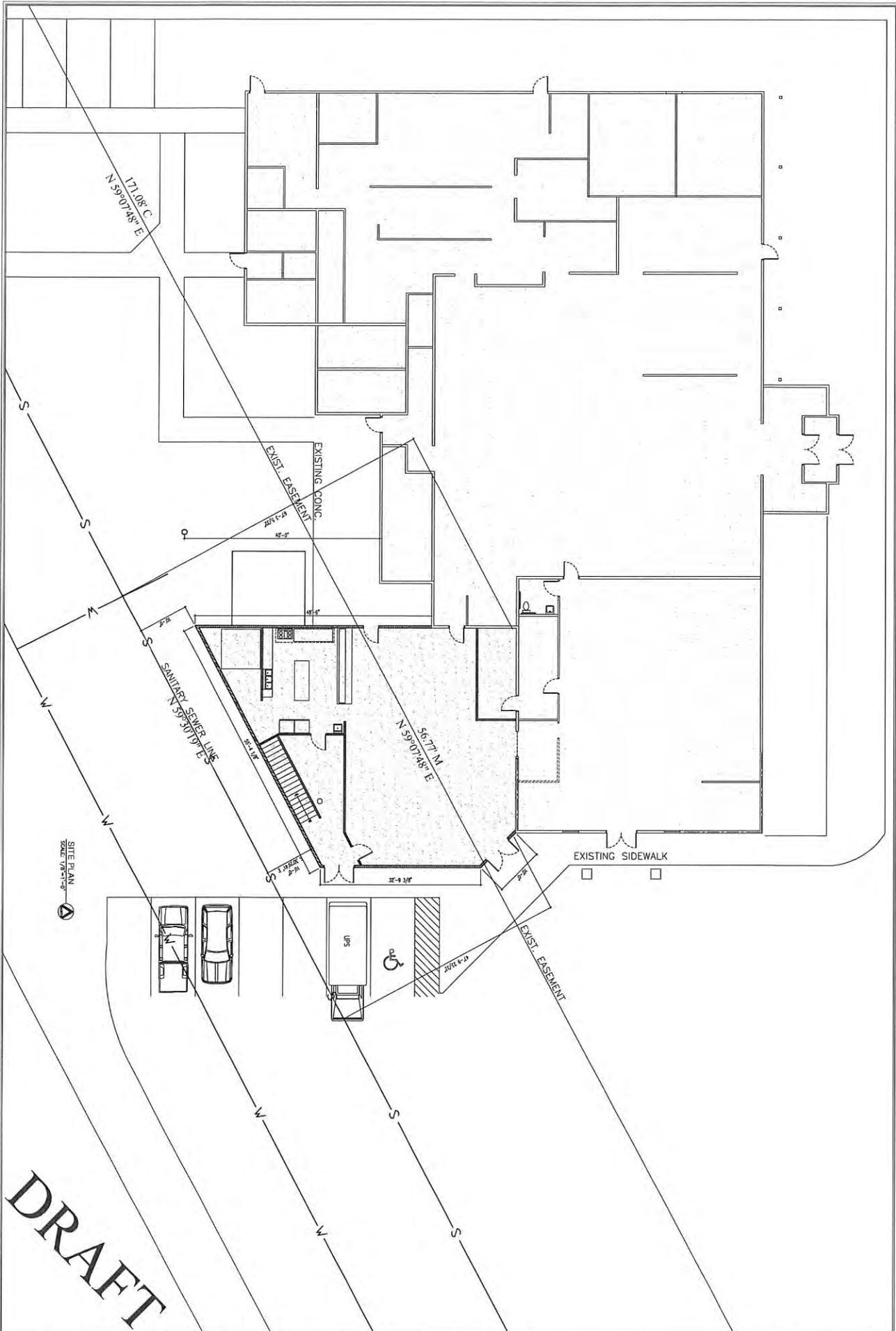
PASSED AND APPROVED this _____ day _____, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



DRAFT

[Back to Top](#)

Betty McGuire - [External] 23115 Wayne City Hall & Police Relocation Pay App No. 02

From: Adrienne Geer <ageer@cwparchitects.com>
To: "wblecke@cityofwayne.org" <wblecke@cityofwayne.org>
Date: 1/8/2024 4:09 PM
Subject: [External] 23115 Wayne City Hall & Police Relocation Pay App No. 02
Cc: Gavin Tupper <gtupper@cwparchitects.com>, Kelley Rosburg <krosburg@cwpar...>
Attachments: ACP-02 240108.pdf

Re: Wayne City Hall & Police Relocation
513 Main Street
Wayne, NE 68787

CWPA Project No. 23115

Dear Wes:

Attached please find the Owner's copy of Application for Payment No. 02, period to December 31, 2023, submitted by Otte Construction Company, LLC. We have reviewed this application and recommend payment be made directly to the Contractor in the amount of \$44,853.00.

I have forwarded the contractor's copy directly to Otte Construction Company, LLC.

If you have any questions, please do not hesitate to call me.

Sincerely,
Carlson West Povondra Architects

Gavin Tupper
Construction Administrator

GT/ajg

Adrienne Geer
Office Manager
CARLSON WEST POVONDRA ARCHITECTS
5060 Dodge Street, Omaha, NE 68132

T [402.551.1500](tel:402.551.1500)

C [402.306.3589](tel:402.306.3589)

www.cwparchitects.com

G702

Application and Certificate for Payment

To Owner: Wayne City Hall & Police Relocation
 306 Pearl Street
 Wayne, NE 68787

Project: 2
 Distribution To: Owner
 General Architect
 Contractor

Application No.: 2
 Period To: 12/31/2023
 Contract For: General Architect
 Contract Date: 10/17/2023

Project NOS: CWPA 23115 Field
 Other

From Contractor: Via Architect:
 Otte Construction Company, LLC
 521 Centennial Rd.
 Wayne, NE 68787

Carlson West Povondra Architects
 5060 Dodge Street
 Omaha, NE 68132

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	4,204,500.00
2. NET CHANGE BY CHANGE ORDERS	\$	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	4,204,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	160,716.00
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	16,072.00
b. 10% of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703)	\$	16,072.00
6. TOTAL EARNED LESS RETAINAGE	\$	144,644.00
(Line 4 minus Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	99,791.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	44,853.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	4,059,856.00

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

CONTRACTOR: OTTE CONSTRUCTION COMPANY, LLC
 By: *[Signature]* Date: 1/3/2024
 State of: Nebraska
 County of: Wayne
 Subscribed and sworn to before me this January 3 day of 2024
 County of: Wayne
 Notary Public: *[Signature]*
 My commission expires: *[Signature]*



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 44,853.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Carlson West Povondra Architects
 By: *[Signature]* Date: 01.08.2024

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this month	\$ -	\$ -
TOTAL	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

APPLICATION NUMBER: 2

APPLICATION DATE: 1/3/2024

PERIOD TO: 12/31/2023

ARCHITECTS PROJECT NO: CWPA 23115

G703

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)						
1	General Conditions, Supervision, Project Start-Up	73,220	3,749	1,820	0	5,569	67,651	557	
2	Bonds & Insurance	40,960	40,960	0	0	40,960	0	4096	
3	Submittal Exchange Allowance	8,500	7,920	0	0	7,920	580	792	
4	Site Demo & Earthwork	192,030	58,250	19,379	0	77,629	114,401	7763	
5	Building Demolition & Infills	76,490	0	6,120	0	6,120	70,370	612	
6	Concrete Figs, Slabs, Walls, Steps	190,410	0	19,611	0	19,611	170,799	1961	
7	Waterproofing, Drainage, & Backfilling	23,470	0	0	0	0	23,470	0	
8	Structural Steel & Erection	106,250	0	2,500	0	2,500	103,750	250	
9	Precast Hollowcore	15,540	0	0	0	0	15,540	0	
10	Rough Carpentry & Sheathing	27,470	0	0	0	0	27,470	0	
11	TPO Roofing & Sheetmetal	65,030	0	0	0	0	65,030	0	
12	Roof Specialties	8,270	0	0	0	0	8,270	0	
13	Doors, Frames, & Hardware	183,940	0	0	0	0	183,940	0	
14	Aluminum Entrance, Windows, & Glazing	96,250	0	0	0	0	96,250	0	
15	Metal Studs, Insulation, Drywall, Ballistic Panels	381,830	0	0	0	0	381,830	0	
16	EIFS System	27,100	0	0	0	0	27,100	0	
17	Metal Wall Panels	68,320	0	0	0	0	68,320	0	
18	Acoustical Ceilings	52,000	0	0	0	0	52,000	0	
19	Finish Floorings & Sealers	114,990	0	0	0	0	114,990	0	
20	Painting, Wall Coverings, & Caulking	147,400	0	0	0	0	147,400	0	
22	Cabinetry, Millwork, & Tops	202,230	0	0	0	0	202,230	0	
22a	Council Chambers Custom Millwork	21,070	0	0	0	0	21,070	0	
23	Sectional Overhead Doors	33,530	0	0	0	0	33,530	0	
24	Wall Protection & Signage	7,870	0	0	0	0	7,870	0	
25	Toilet Partitions, Accessories, VD's, & FE's	21,120	0	0	0	0	21,120	0	
26	FRP Paneling	8,340	0	0	0	0	8,340	0	
27	Lockers	18,220	0	407	0	407	17,813	41	
28	Roller Shades	3,330	0	0	0	0	3,330	0	

G703

APPLICATION NUMBER: 2
 APPLICATION DATE: 1/3/2024
 PERIOD TO: 12/31/2023
 ARCHITECTS PROJECT NO: CWPA 23115

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)						
29	Food Service Appliances	30,080	0	0	0	0	0	30,080	0
30	Flagpole	5,120	0	0	0	0	0	5,120	0
31	Awings	6,500	0	0	0	0	0	6,500	0
32	Plumbing & HVAC	352,970	0	0	0	0	0	352,970	0
33	Electrical	642,750	0	0	0	0	0	642,750	0
33a	Fire Alarm	20,000	0	0	0	0	0	20,000	0
33b	Emergency Generator	63,000	0	0	0	0	0	63,000	0
33c	Switchgear	113,000	0	0	0	0	0	113,000	0
33d	Audio, Visual, & Access Control	310,000	0	0	0	0	0	310,000	0
33e	Data & Communications	149,000	0	0	0	0	0	149,000	0
34	Concrete Site Paving	170,780	0	0	0	0	0	170,780	0
35	Storm Sewer Utilities	32,720	0	0	0	0	0	32,720	0
36	Planting Beds	5,000	0	0	0	0	0	5,000	0
37	Installation of OFCI & Allowance Items	8,400	0	0	0	0	0	8,400	0
38	Thru-Wall Depositories Allowance	10,000	0	0	0	0	0	10,000	0
39	Athletic Wall & Floor Pads Allowance	20,000	0	0	0	0	0	20,000	0
40	Owner Contingency Allowance	50,000	0	0	0	0	0	50,000	0
		4,204,500	110,879	49,837	0	0	160,716	4,043,784	16072

CONDITIONAL LIEN WAIVER FOR PARTIAL / PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

1. IDENTIFYING INFORMATION.

Claimant Name: OTTE CONSTRUCTION COMPANY, LLC

Customer Name: CITY OF WAYNE

Job Location: 513 MAIN ST., WAYNE, NEBRASKA 68787

Owner: CITY OF WAYNE

Through Date: DECEMBER 31, 2023

2. CONDITIONAL WAIVER AND RELEASE.

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF WAYNE

Check Amount: \$ 44,853.00

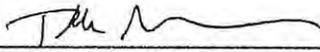
Check Payable to: OTTE CONSTRUCTION COMPANY, LLC

3. EXCEPTIONS.

This document does not affect any of the following:

- a) Retentions.
- b) Extras for which the claimant has not received payment.
- c) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: N/A
Amount(s) of unpaid progress payment(s): \$ 0.00
- d) Contract rights, including (i) a right based on rescission, abandonment, or breach of contract, and (ii) the right to recover compensation for work not compensated by the payment.

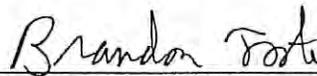
4. SIGNATURE.

Claimant Signature:  Date: 1/3/2024
Claimant Title: TATE NELSON – PROJECT MANAGER

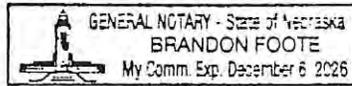
5. NOTARIZATION.

State of Nebraska
County of Wayne

The foregoing instrument was acknowledged before me, Brandon Foote, this 01/03/2024 (mm/dd/yyyy), by the undersigned, Tate Nelson, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.


Notary Public

My Commission Expires: 12/6/2026



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RESOLUTION NO. 2024-1

A RESOLUTION APPOINTING CARLSON WEST POVONDRA ARCHITECTS AS THE SPECIAL ENGINEER TO BE USED FOR THE “PARK AND RECREATION BUILDING PROJECT.”

WHEREAS, the City sought and received a proposal for the “Park and Recreation Building Project:” and

WHEREAS, City Staff, after review of said proposal, is recommending that the firm of Carlson West Povondra Architects be approved/appointed as the special engineer for the “Park and Recreation Building Project,” with fees for design services being \$28,300.

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 Carlson West Povondra Architects for the “Park and Recreation Building Renovation Project,” and the Mayor is hereby directed to sign said agreement for professional services on behalf of the City.

PASSED AND APPROVED this 16th day of January, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



AIA[®] Document B104[®] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand and Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Wayne
306 Pearl Street
Wayne, NE 68787
Telephone: (402) 375-1733

and the Architect:
(Name, legal status, address and other information)

Carlson West Povondra Architects
5060 Dodge Street
Omaha, Nebraska 68132-2965
Telephone: (402) 551-1500

for the following Project:
(Name, location and detailed description)

24111 Wayne Parks Department Maintenance Building

This project includes a new Pre-Engineered maintenance shed for the City of Wayne Parks department at Prairie Park. The building will be approximately 60' x 130' and will be constructed in multiple phases based upon an example plan provided by the City of Wayne.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

This contract will cover the first phase of construction for the new maintenance building. Phase I will include the building foundations, interior floor slab, and the pre-engineered building envelope. Utilities will be brought into the building for electrical, water, and sanitary systems. Lighting and power distribution will be included for the building shell. Trench drains will be included in the floor slab, and plumbing rough-ins will be provided for future toilets and sinks. Heating for the building will be provided through radiant heat systems in the floor slab. Cooling systems will be part of a future construction phase by others. Future phases will include additional interior improvements for offices, restrooms, and a storage loft. Civil engineering scope is not included under this contract. The City of Wayne has provided new compacted fill at the proposed location of the new facility.

CWP will utilize Morrissey Engineering as a consultant for Mechanical and Electrical Engineering and Infrastructure as a consultant for Structural Engineering. Specifications for the Pre-Engineered building will require delegated design for the building superstructure. Column reactions will be required for verification of footing design by Infrastructure.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building

Init.

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
One Million Dollars (\$1,000,000)
- .2 Automobile Liability
One Million Dollars (\$1,000,000)
- .3 Workers’ Compensation
One Million Dollars (\$1,000,000)
- .4 Professional Liability
Two Million Dollars (\$2,000,000)

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner’s approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and

the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Six (6) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Init.

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To Be Negotiated

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To Be Negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) Lump sum Fee of Twenty Eight Thousand Three Hundred Fifty Dollars and Zero Cents (\$28,350.00)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly in accordance with Section 11.7 unless otherwise negotiated.

Init.

1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly in accordance with Section 11.7 unless otherwise negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty-Five percent (25%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Forty-Five	percent (45	%)
Construction Documents Phase	Forty-Five	percent (45	%)
Construction Phase	Ten	percent (10	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect: Per Exhibit A - Hourly Billing Rate Schedule.
 Architect's Consultants: Per 11.4.

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

Init.

- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.0 % Monthly

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Special Consultant services not included in this Agreement include, but are not limited to:

- .1 Hazardous materials investigation, identification and/or removal/abatement
- .2 Boundary, Topographic and Utility Survey
- .3 Geotechnical Testing and Reporting
- .4 Professional Food Service Consultant
- .5 Systems Commissioning
- .6 Life-cycle Cost Analysis
- .7 Construction Phase erosion control observation and reporting

§ 12.2 It is understood that this Agreement does not include handling of asbestos or any hazardous waste material, and the Owner agrees to indemnify the Architect for all claims, Lawsuits, expenses of any kind including the Architect's time, or damages arising from or related to the handling, treatment, storage or disposal of asbestos, asbestos products, or any hazardous waste materials. Nothing in this Agreement shall impose liability of any kind on the Architect for any matter related to, the exposure to, or the handling, manufacture, or disposal of asbestos, asbestos products, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

§ 12.3 Field verification/documentation of the existing building layout and systems (civil, architectural, structural, mechanical, electrical, life safety, etc.) outside of those clearly documented on existing plans made available to the Architect by the Owner will be considered an Additional Service.

§ 12.4 Services of any kind related to governmental requirements for erosion control, its engineering plans or permits, and periodic monitoring will be considered an Additional Service.

§ 12.5 The Architect shall not be responsible for damages or costs resulting from hidden conditions in existing facilities.

§ 12.6 If a required component of the Project is omitted by Architect from construction documents, Architect shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. Owner agrees that Architect will not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

§ 12.7 **Limitation of Liability.** The Owner agrees that, to the fullest extent permitted by law, CWPA's total aggregate liability to the Owner for injuries, claims, losses, damages, fees or expenses arising out of work under this agreement from any cause or combination of causes, shall be, in total amount limited to the fees paid under this Agreement, or \$28,350, whichever is greater.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – Hourly Billing Rate Schedule
Exhibit B – Preliminary Building Plans

- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Cale Giese, Mayor

(Printed name and title)



ARCHITECT *(Signature)*

Bob Soukup AIA, Principal

(Printed name, title, and license number, if required)



**CARLSON
WEST
POVONDRA**
ARCHITECTS

5060 Dodge Street
Omaha, Nebraska 68132
402.551.1500

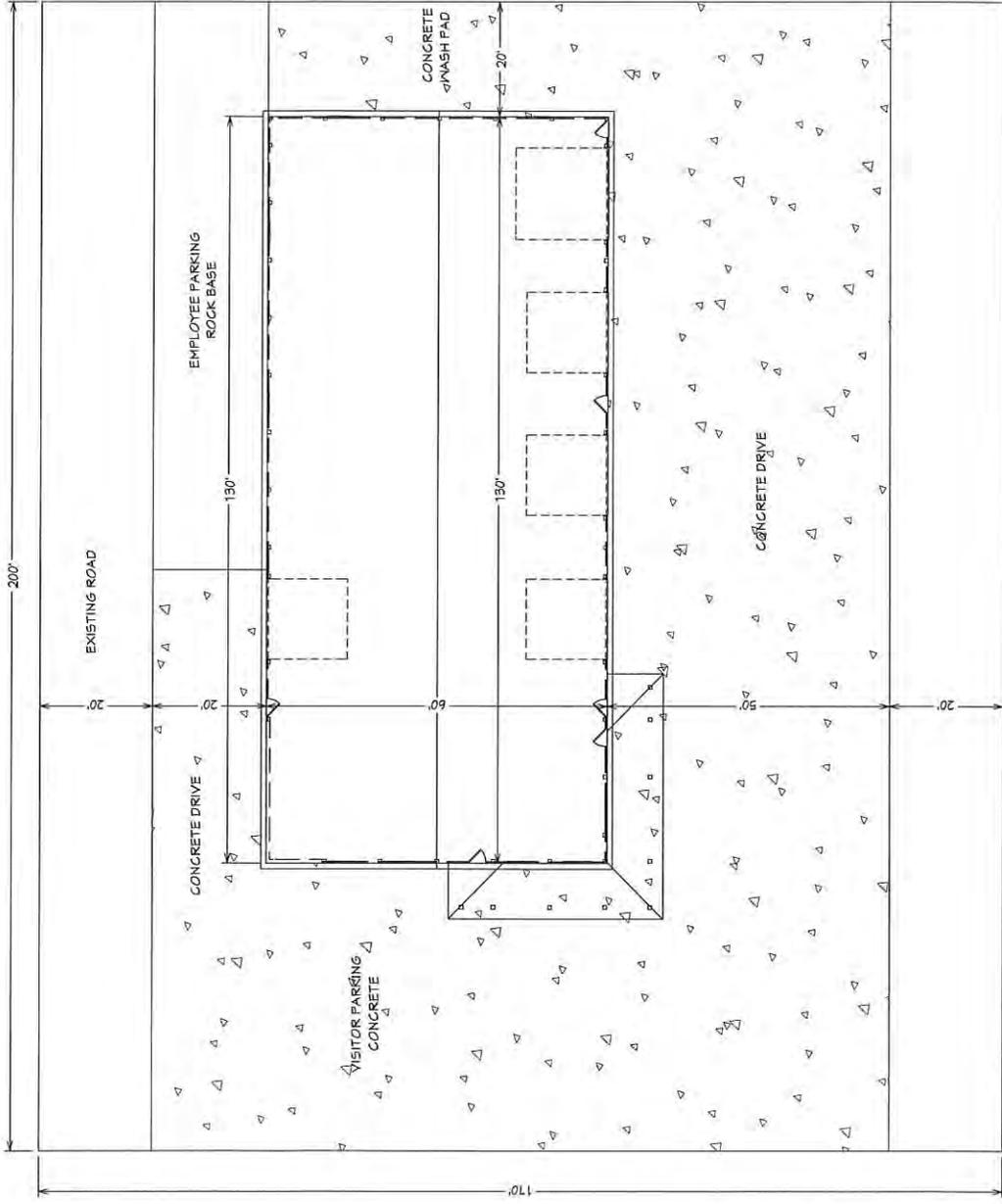
cwparchitects.com

Billing Rate Schedule

Effective January 1, 2023

CWPA Personnel	Hourly Rate
Sr Architect/Principal	\$170
Sr Architect/Project Manager	\$150
Architect	\$130
Interior Designer	\$120
Community Designer/Planner	\$120
Construction Administrator	\$120
Sr Architectural Staff	\$120
Architectural Staff	\$100
Interior Design Staff	\$ 95
Const. Administration Staff	\$ 95
Accounting/Records	\$ 80
Administrative/Clerical	\$ 80

Rates are evaluated annually and adjusted as necessary.



CITY OF WAYNE
PARKS & REC BLDG
WAYNE, NE

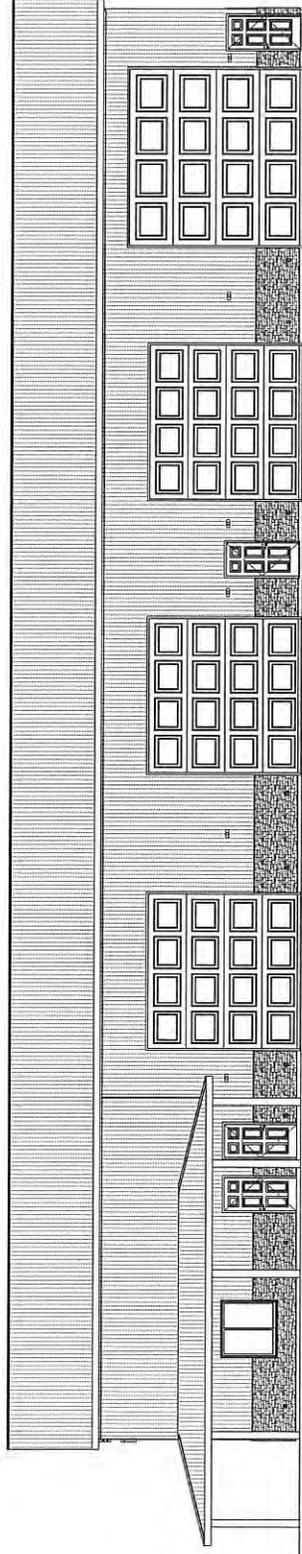
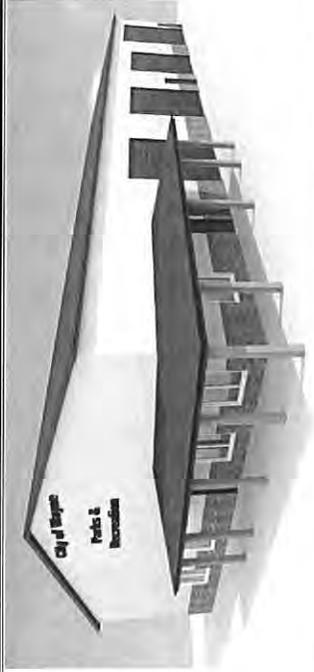


SITE PLAN
SCALE: 1"=10'-0"

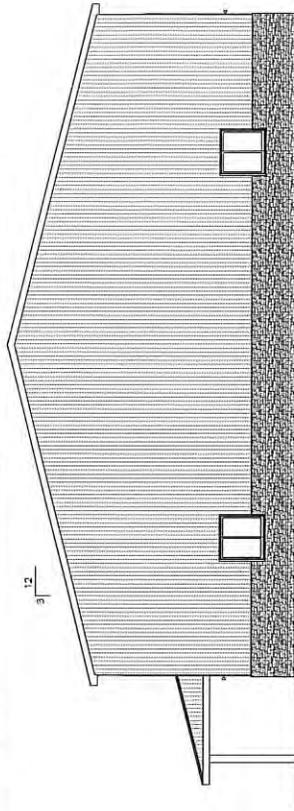
NOTE:

1.) ALL DIMENSIONS FOR SETBACKS AND PROPERTY LINES ARE APPROXIMATIONS WITHOUT FURTHER INFO. REGARDING METES AND BOUNDS.

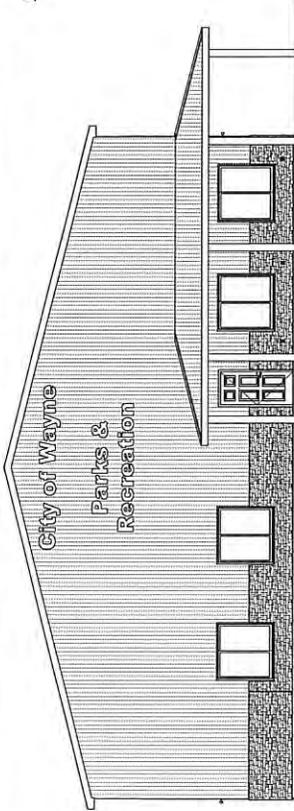
2.) LOCATION OF BUILDING IS APPROXIMATE



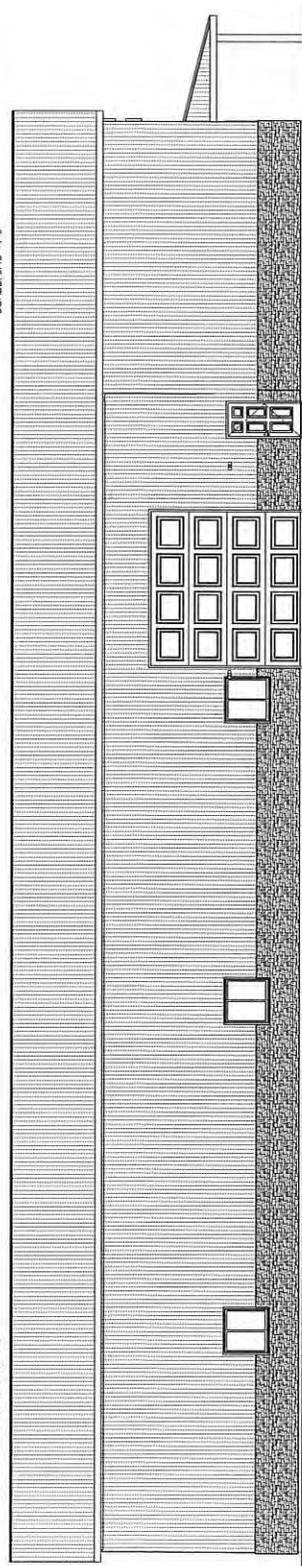
EAST ELEVATION
SCALE: 3/16"=1'-0"



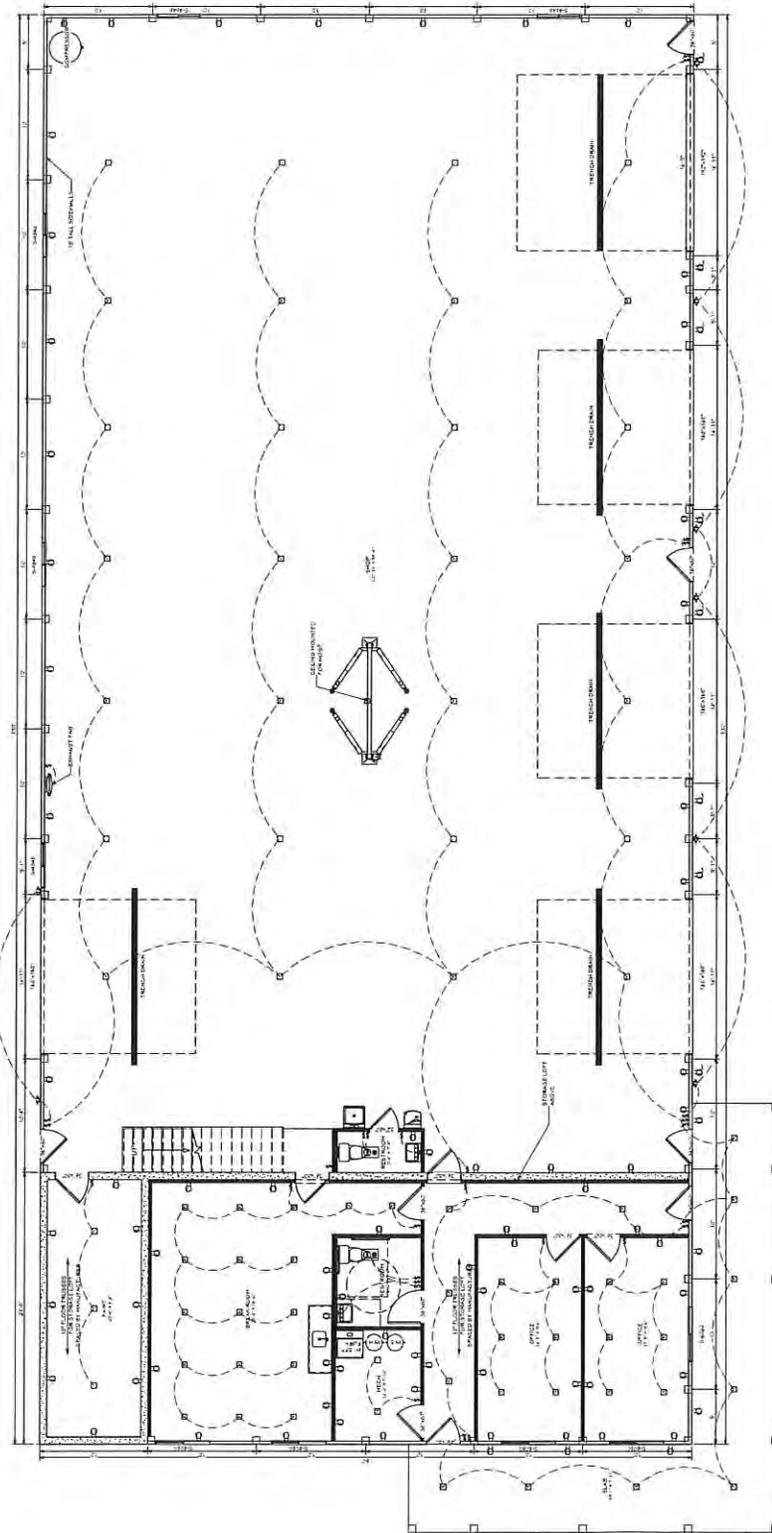
NORTH ELEVATION
SCALE: 3/16"=1'-0"



SOUTH ELEVATION
SCALE: 3/16"=1'-0"



WEST ELEVATION
SCALE: 3/16"=1'-0"



MAIN FLOOR PLAN
 SCALE: 3/16"=1'-0"

[Back to Top](#)**Betty McGuire - RE: [External] Letter Agr - 401 Chicago St Lot**

From: "Matthew M. Smith" <mmsmith@olsson.com>
To: Betty McGuire <betty@cityofwayne.org>
Date: 1/11/2024 11:36 AM
Subject: RE: [External] Letter Agr - 401 Chicago St Lot
Cc: Wes Blecke <wblecke@cityofwayne.org>
Attachments: Wayne Prairie Park P1 Pay App 2.pdf; A22-02746 ChangeOrder 001.pdf; Wayne Prairie Park P2 Pay App 4.pdf; Lake Wayne Amenities Estimate.pdf; Letter Agreement Amd 6.pdf

Hi Betty,

Attached are a couple items for the council meeting next week. Below is a summary of what's attached.

- Pary Request #2 for Cooney - \$323,189.71
 - Work includes grading, storm sewer, and curb/gutter.
- Change Order 1 for Penro – \$13,907.10
 - Includes Additional Sanitary Service, Additional Yard Hydrant, Addition of Live Tap, Concrete Work at the Ballfields, Outfall Structure Modification (Timber to Concrete), and Drainage Structure Modification (Additional Height so save money on future Phase)
- Pay Request #4 for Penro - \$155,562.81
 - Work includes water main, sanitary services, storm sewer, and the storm outfall.
- Preliminary Estimate for Lake Amenity Project (Discussion) – \$661,550
 - Ped Bridge, Fishing Pier, Trail around the Lake, and ADA Parking.
- Olsson Amendment for Additional Services– \$21,850 (\$7,850 LS Design & \$14,000 TMNTE Construction)
 - Trail Design, Incorporate Trail in Bid Documents, Construction Services

I will plan on attending the meeting next Tuesday (1/16), but do not hesitate to reach out if you have any questions or need anything else regarding any of these items.

Thanks,
Matthew

From: Betty McGuire <betty@cityofwayne.org>
Sent: Thursday, January 4, 2024 4:28 PM
To: Matthew M. Smith <mmsmith@olsson.com>
Subject: RE: [External] Letter Agr - 401 Chicago St Lot

—

This Message Is From an External Sender

This message came from outside your organization. Please take care when clicking links or opening attachments. When in doubt, use the Report Phish button or contact IT to have the message analyzed.

CERTIFICATE OF PAYMENT: 2

Date of Issuance: 01/11/24



Project: Wayne Prairie Park Phase I Grading

Project No.: 022-02746

Contractor: Cooney Fertilizer, Inc.

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: Cooney Fertilizer, Inc.

Value of Work Completed This Request: \$829,849.98

Original Contract Cost: \$1,229,205.20
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$0.00
 No. 3 \$0.00

Total Contract Cost: \$1,229,205.20

Value of completed work and materials stored to date \$829,849.98
 Less retainage percentage 10% \$82,985.00
 Net amount due including this estimate \$746,864.98
 Less: Estimates previously approved:

No. 1 \$423,675.27 No. 3 \$0.00 No. 5 \$0.00
 No. 2 \$0.00 No. 4 \$0.00 No. 6 \$0.00

Total Previous Estimates: \$423,675.27

NET AMOUNT DUE THIS ESTIMATE: \$323,189.71

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: - Owner
Cooney Fertilizer, Inc.
Project File

OLSSON

By: Matthew Smith

Pay App. 2		Wayne Prairie Park Phase I Grading Covey Fertilizer, Inc.		Project #: 02240746		Date: 1/11/2024		olsson							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
LINE	DESCRIPTION OF WORK	Pay Item	Total Price	Sched. Value	Qty from previous	Qty from previous	Qty from previous	Qty from previous	Qty from previous	Qty from previous	Total Quantity to Date	Total Quantity to Date	% Billed	Balance to Finish	Balance
1	MOBILIZATION	LS 1	\$50,000.00	\$50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	91.00%	\$1,995.00	\$1,995.00
2	EARTHWORK	LS 1	\$250,211.00	\$250,211.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	75.00%	\$63,216.00	\$19,995.00
3	18" CONCRETE CURB AND GUTTER	LF 4025	\$30.85	\$139,488.25	2,256.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
4	24" FEES	EA 6	\$700.00	\$4,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
5	36" FEES	EA 2	\$1,040.00	\$2,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
6	30" NYLOPLAST DRAINAGE BASIN	EA 4	\$6,760.00	\$27,040.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
7	30" NYLOPLAST DRAINAGE BASIN	EA 5	\$1,270.00	\$1,270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
8	CURB FLANGE	EA 6	\$1,270.00	\$1,270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
9	24" STORM SEWER PIPE	LF 117.5	\$62.40	\$7,320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
10	36" STORM SEWER PIPE	LF 93.5	\$86.40	\$8,097.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
11	ROCK ROAD AND PARKING BASE INCORPORATED	TN 5950	\$51.25	\$304,917.50	1,786.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
12	ROCK ROAD AND PARKING SURFACE COURSE	TN 3400	\$71.85	\$749,530.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
13	RESURFACING	EA 10	\$2,500.00	\$2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
14	RESURFACING	EA 20	\$2,310.00	\$2,310.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
15	EROSION CONTROL	LS 1	\$25,188.00	\$25,188.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
16	EROSION CONTROL	LS 1	\$4,000.00	\$4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
17	CONCRETE DRIVEWAY	5'x 12'	\$114.45	\$1,373.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$19,995.00	100.00%	\$0.00	\$19,995.00
Change Order															
Contract Total				\$1,129,265.20	4,427.53	6,004,474.30	5,955.33	\$425,375.66	19,392.05	\$879,843.98	\$999,335.22	73.96%	\$274,933.98	\$999,335.22	



CHANGE ORDER NO.: 001

Owner: City of Wayne
Engineer: **Olsson**
Contractor: **Penro Construction Co., Inc.**
Project: **Wayne Prairie Park Phase II Utilities**
Contract Wayne Fairground Recreational Development
Date Issued: 1/11/2024

Owner's Project No.:
Engineer's Project No.: **A22-02746**
Contractor's Project No.:

Effective Date of Change Order: 1/11/2024

The Contract is modified as follows upon execution of this Change Order:

Description: **Quantity Adjustments**

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 716,931.00	Original Contract Times: Substantial Completion: 6/15/2024 Final Completion: 6/31/2024
Increase from previously approved Change Orders No. 0 to No. 1 \$	Increase from previously approved Change Orders No. 0 to No. 1: Substantial Completion: _____ Final Completion: _____
Contract Price prior to this Change Order: \$ 716,931.00	Contract Times prior to this Change Order: Substantial Completion: _____ Final Completion: _____
Increase this Change Order: \$ 13,907.10	Increase this Change Order: Substantial Completion: _____ Final Completion: _____
Contract Price incorporating this Change Order: \$ 730,838.10	Contract Times with all approved Change Orders: Substantial Completion: _____ Final Completion: _____

Recommended by Engineer (if required)
By: Matthew Smith
Title: Team Leader
Date: 1/11/2024

Accepted by Contractor
Matthew Smith
President
1/11/24

Authorized by Owner
By: _____
Title: _____
Date: _____

Approved by Funding Agency (if applicable)

CERTIFICATE OF PAYMENT: 4



Date of Issuance: 01/11/23

Project: Wayne Prairie Park Phase II Utilities

Project No.: A22-02746

Contractor: Penro Construction Co., Inc.

DETAILED ESTIMATE

Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: Penro Construction Co., Inc.		

Value of Work Completed This Request: \$641,662.53

Original Contract Cost: \$730,838.10
 Approved Change Orders:
 No. 1 \$13,907.10
 No. 2 \$0.00
 No. 3 \$0.00

Total Contract Cost: \$730,838.10

Value of completed work and materials stored to date \$641,662.53
 Less retainage percentage 5% \$32,083.13
 Net amount due including this estimate \$609,579.40
 Less: Estimates previously approved:

No. 1 <u>\$114,027.84</u>	No. 3 <u>\$117,428.59</u>	No. 5 <u>\$0.00</u>
No. 2 <u>\$222,560.16</u>	No. 4 <u>\$0.00</u>	No. 6 <u>\$0.00</u>

Total Previous Estimates: \$454,016.59

NET AMOUNT DUE THIS ESTIMATE: \$155,562.81

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: - Owner
Penro Construction Co., Inc.
Project File

OLSSON

By: Matthew Smith

Preliminary Opinion of Probable Cost					
Lake Wayne Amenities					
Wayne, Nebraska					
January 11, 2024					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00
2	Earthwork	LS	1	\$ 10,000.00	\$ 10,000.00
3	6" Bike Trail Pavement (10' wide)	SY	2,750	\$ 60.00	\$ 165,000.00
4	8" Parking Pavement	SY	125	\$ 70.00	\$ 8,750.00
5	12" Subgrade Prep	SY	3,500	\$ 5.00	\$ 17,500.00
6	Fishing Pier	LS	1	\$ 50,000.00	\$ 50,000.00
7	Pedestrian Bridge	LS	1	\$ 250,000.00	\$ 250,000.00
SUBTOTAL					\$551,250.00
CONTINGENCY (5%)					\$27,600.00
ENGINEERING (10%)					\$55,100.00
CONSTRUCTION SERVICES (TESTING, OBSERVATION, STAKING, ETC.) (5%)					\$27,600.00
TOTAL PROJECT COST					\$661,550.00

RESOLUTION NO. 2024-2

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #6 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE “WAYNE PRAIRIE PARK DEVELOPMENT PROJECT” – WATER, SANITARY AND STORM OUTFALL DESIGN.

WHEREAS, the Wayne City Council previously approved/appointed Olsson as the special engineer on the “Wayne Prairie Park Development Project” on May 3, 2022, for \$28,650.00; and

WHEREAS, the Wayne City Council previously approved Letter Agreement Amendment #1 on the “Wayne Prairie Park Development Project” on August 16, 2022, for an additional \$33,950; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #2 on the “Wayne Prairie Park Development Project” on February 21, 2023, for an additional \$45,000; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #3 on the “Wayne Prairie Park Development Project” on February 21, 2023, for an additional lump sum of \$64,450; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #4 on the “Wayne Prairie Park Development Project” on April 18, 2023, for an additional fee of \$69,000; and

WHEREAS, the Wayne City Council approved Letter Agreement Amendment #5 on the “Wayne Prairie Park Development Project” on November 21, 2023, for an additional fee of \$80,000; and

WHEREAS, said original Letter Agreement has now been amended (Letter Agreement Amendment #6) to include additional design and construction services for the “Wayne Prairie Park Development Project” performed by Olsson for an additional fee of \$21,850 (\$7,850 LS Design and \$14,000 TMNTE Construction).

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Letter Agreement Amendment #6 is hereby approved and made a part of the original Letter Agreement previously entered into with Olsson on May 3, 2022, for the “Wayne Prairie Park Development Project.”

PASSED AND APPROVED this 16th day of January, 2024.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



LETTER AGREEMENT AMENDMENT #6

Date: January 10, 2024

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated May 2, 2022, between City of Wayne ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Wayne, Nebraska

Project Description: Design & Construction Services for Walking/Biking Trail around the lake.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Design Services

1. **General Administrative Services:**
Manage and support the design of the project.
2. **Construction Documents:**
 - General Notes & Details
 - Grading/Paving Plan
 - Perform an "in-house" quality control review of drawings and specifications at 30, 60, and 90 percent completion.
 - Opinion of Probable Costs - Prepare an opinion of probable construction cost for the project work at the 30, 60, and 90 percent level.

Bidding Services

1. **Prepare Notice to Bidders and Issue Documents:**
Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom the project team and/or the Client know will be interested in the project. Documents will also be available for inspection at Olsson's South Sioux City office.

2. Answer Questions and Prepare Addenda:

Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

3. Review and Evaluate Bids:

Olsson will attend the bid opening. All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

4. Conform Documents:

Conformed copies of the contract documents, including all insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that all procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Approved copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for all decisions concerning the work.

Construction Services

Construction Administration/Observation

The following Construction Services are anticipated for this project

- Respond to Contractor Request for Information (RFI's)
- Review Shop Drawings and other Submittals pertaining to this project.
- Construction Staking.
- Construction Observation/Inspections.
- Review and Certify Contractor Pay Requests.
- Complete Record Drawings

Project Exclusions:

The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Additional Design Services
- Additional Reports or Studies
- Legal Survey Services (ALTA, Boundary, Easements, etc.)
- Permit Fees

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: January 2024
Anticipated Completion Date: December 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the **DESIGN SERVICES** a lump sum of **Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00)**. Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Client shall pay to Olsson for the performance of **CONSTRUCTION SERVICES**, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule (below) and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to the agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's **CONSTRUCTION SERVICES** will be provided on a time-and-expense basis not to exceed **Fourteen Thousand Dollars (\$14,000.00)**.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By 

Matthew Smith, PE

By 

Taylor Kube, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF WAYNE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

- Attachments:
2024 Billing Rate Schedule
2024 Reimbursable Expense Schedule

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

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

2024 Olsson Billing Rate Schedule

Billing Rate Schedule

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

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

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



REIMBURSABLE EXPENSE SCHEDULE

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

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

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

RESOLUTION NO. 2024-3

A RESOLUTION ACCEPTING PROPOSALS AND AWARDING CONTRACTS ON THE “WAYNE CITY AUDITORIUM TERRAZZO FLOOR REFINISHING PROJECT.”

WHEREAS, three proposals were received from DeMarco Bros. Company, Omaha, NE, on the “Wayne City Auditorium Terrazzo Floor Refinishing Project;” and

WHEREAS, the proposals have been reviewed by City Staff; and

WHEREAS, City Staff are recommending that the proposals, as outlined below, be accepted as recommended:

- Patch Terrazzo at Doors - Main Lobby - \$7,402;
- Refinish Terrazzo Flooring and Base - Arena Hall Lobby - \$14,450; and
- Refinish Terrazzo Floor and Base – Main Lobby - \$11,776

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the proposals for the “Wayne City Auditorium Terrazzo Floor Refinishing Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
DeMarco Bros. Company 1324 Leavenworth Street Omaha NE 68102	\$33,628.00

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same are hereby accepted.

PASSED AND APPROVED this 16th day of January, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

DEMARCO BROS. COMPANY
CONTRACTORS
TERRAZZO, TILE AND MARBLE

PHONE
(402) 341-7349

1324 LEAVENWORTH STREET
OMAHA, NEBRASKA 68102

FAX
(402) 341-0102

October 11, 2023

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

Attention: Roger Meyers

Reference: City Auditorium
220 North Pearl Street
Wayne, Nebraska

We propose to furnish labor and materials for the following:

Patch terrazzo at doors - Main lobby

In accordance with the field measurements dated 10/23, and specifications prepared by:

Arvin DeMarco @ DeMarco Bros.

At the above referenced project, for the following:

\$7,402.00

Notes:

- 1.) **No demolition work is included in our quote. Floor prep, as needed, is included. If demo is required, it will be done on a time & materials basis.**
- 2.) Bond is not included in bid. If bond is required, add 1% to our bid.
- 3.) No addendums noted.
- 4.) Sales tax is not included in bid.
- 5.) All work to be done during regular working hours.
- 6.) **No Davis Bacon or Union wages were figured in our quote.**

Respectfully Submitted,

DeMarco Bros. Company



Clint Pickman

Estimator:

CP:bs

****If this proposal is accepted, please sign, date and return via fax or e-mail.****

Accepted by: _____

Date: _____

DEMARCO BROS. COMPANY
CONTRACTORS
TERRAZZO, TILE AND MARBLE

PHONE
(402) 341-7349

1324 LEAVENWORTH STREET
OMAHA, NEBRASKA 68102

FAX
(402) 341-0102

October 11, 2023

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

Attention: Roger Meyers

Reference: City Auditorium
220 North Pearl Street
Wayne, Nebraska

We propose to furnish labor and materials for the following:

Refinish terrazzo flooring and base - Arena hall lobby

In accordance with the field measurements dated 10/23, and specifications prepared by:

Arvin DeMarco @ DeMarco Bros.

At the above referenced project, for the following:

\$14,450.00

Notes:

- 1.) **No demolition work is included in our quote. Basic floor prep, as needed, is included. If demo is required, it will be done on a time & materials basis.**
- 2.) Bond is not included in bid. If bond is required, add 1% to our bid.
- 3.) No addendums noted.
- 4.) Sales tax is not included in bid.
- 5.) All work to be done during regular working hours.
- 6.) **No Davis Bacon or Union wages were figured in our quote.**
- 7.) **Base bid is for a standard 120 grit finish.**
- 8.) **For 800 grit finish, add \$5,565.00 to base bid.**
- 9.) **For high shine finish, add \$7,380.00 to base bid.**

Respectfully Submitted,

DeMarco Bros. Company


Clint Pickman

Estimator:

CP:bs

****If this proposal is accepted, please sign, date and return via fax or e-mail.****

Accepted by: _____

Date: _____

DEMARCO BROS. COMPANY
CONTRACTORS
TERRAZZO, TILE AND MARBLE

PHONE
(402) 341-7349

1324 LEAVENWORTH STREET
OMAHA, NEBRASKA 68102

FAX
(402) 341-0102

October 11, 2023

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

Attention: Roger Meyers

Reference: City Auditorium
220 North Pearl Street
Wayne, Nebraska

We propose to furnish labor and materials for the following:

Refinish terrazzo floor and base - Main lobby

In accordance with the field measurements dated 10/23, and specifications prepared by:

Arvin DeMarco @ DeMarco Bros.

At the above referenced project, for the following:

\$11,776.00

Notes:

- 1.) **No demolition work is included in our quote. Only basic floor prep, as needed, is included. If demo is required, it will be done on a time & materials basis.**
- 2.) Bond is not included in bid. If bond is required, add 1% to our bid.
- 3.) No addendums noted.
- 4.) Sales tax is not included in bid.
- 5.) All work to be done during regular working hours.
- 6.) **No Davis Bacon or Union wages were figured in our quote.**
- 7.) **Base bid is for standard 120 grit finish.**
- 8.) **For 800 grit finish, add \$4,490.00 to base bid.**
- 9.) **For high shine finish, add \$6,305.00 to base bid.**

Respectfully Submitted,

DeMarco Bros. Company


Clint Pickman

Estimator:

CP:bs

****If this proposal is accepted, please sign, date and return via fax or e-mail.****

Accepted by: _____

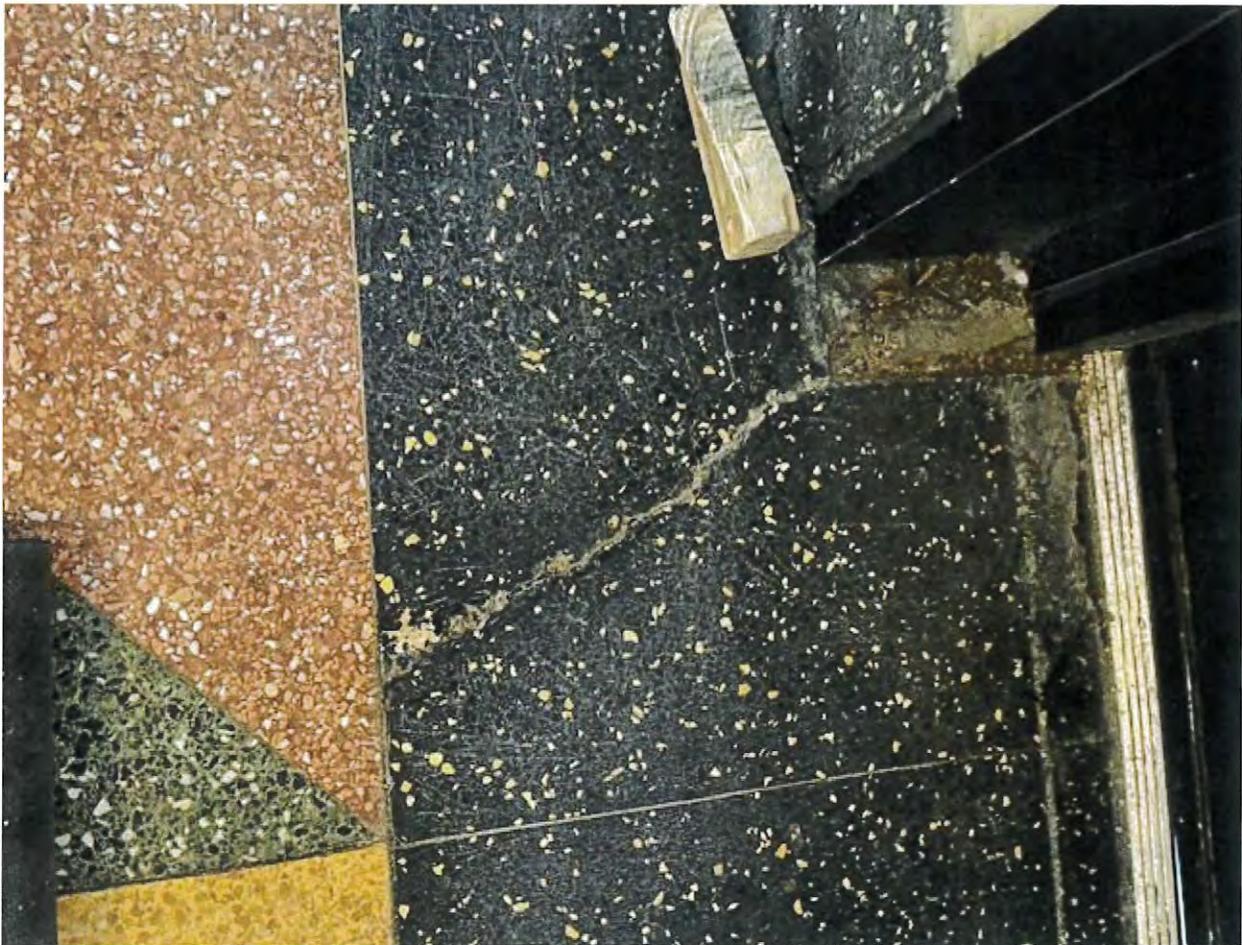
Date: _____

Betty McGuire - Fwd: [External] Auditorium floors

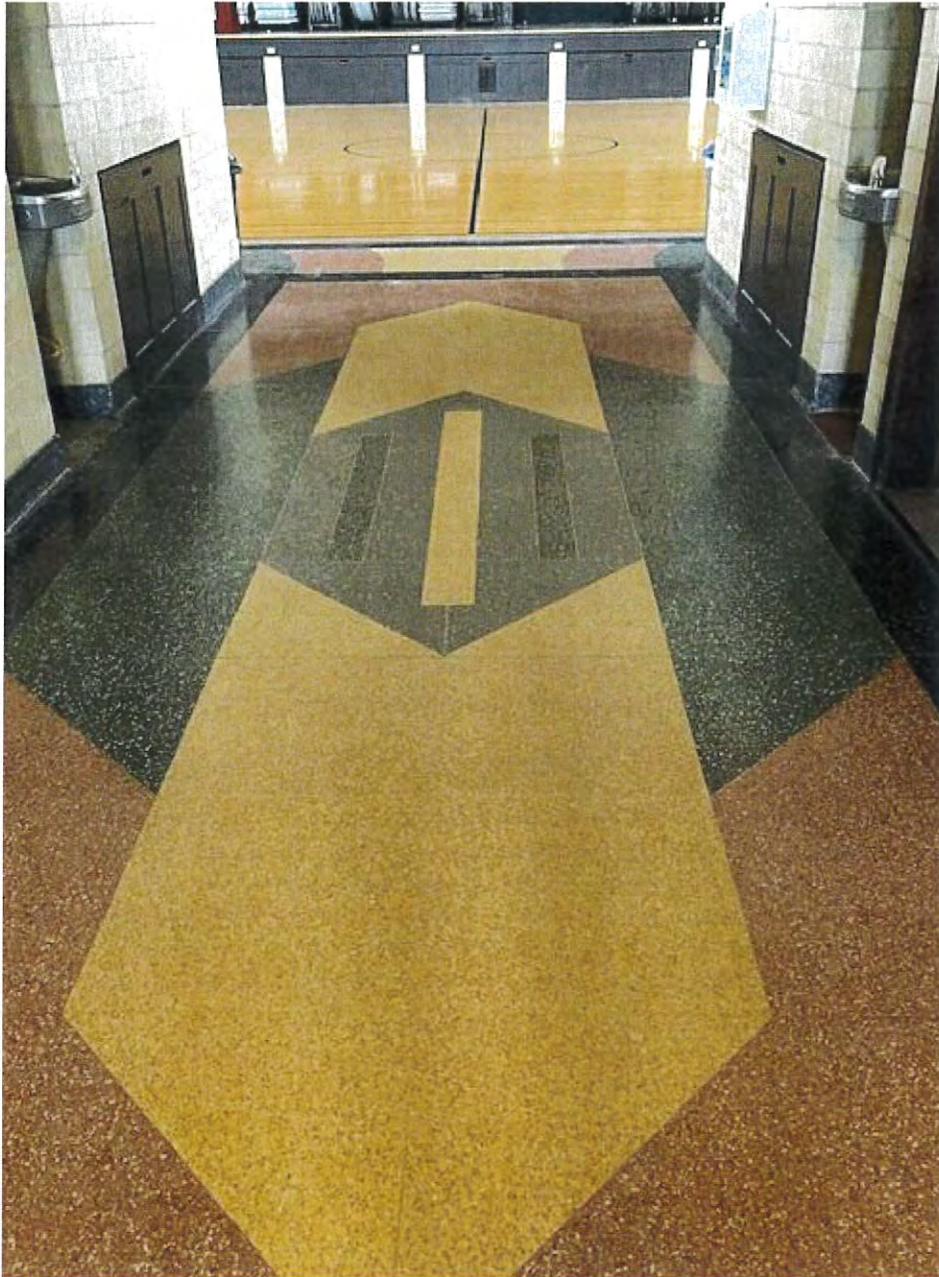
From: Lowell Heggemeyer
To: Betty McGuire
Date: 1/3/2024 2:10 PM
Subject: Fwd: [External] Auditorium floors

Can you put these pictures with that bid for the floors at the Auditorium in case they ask why it's so high.

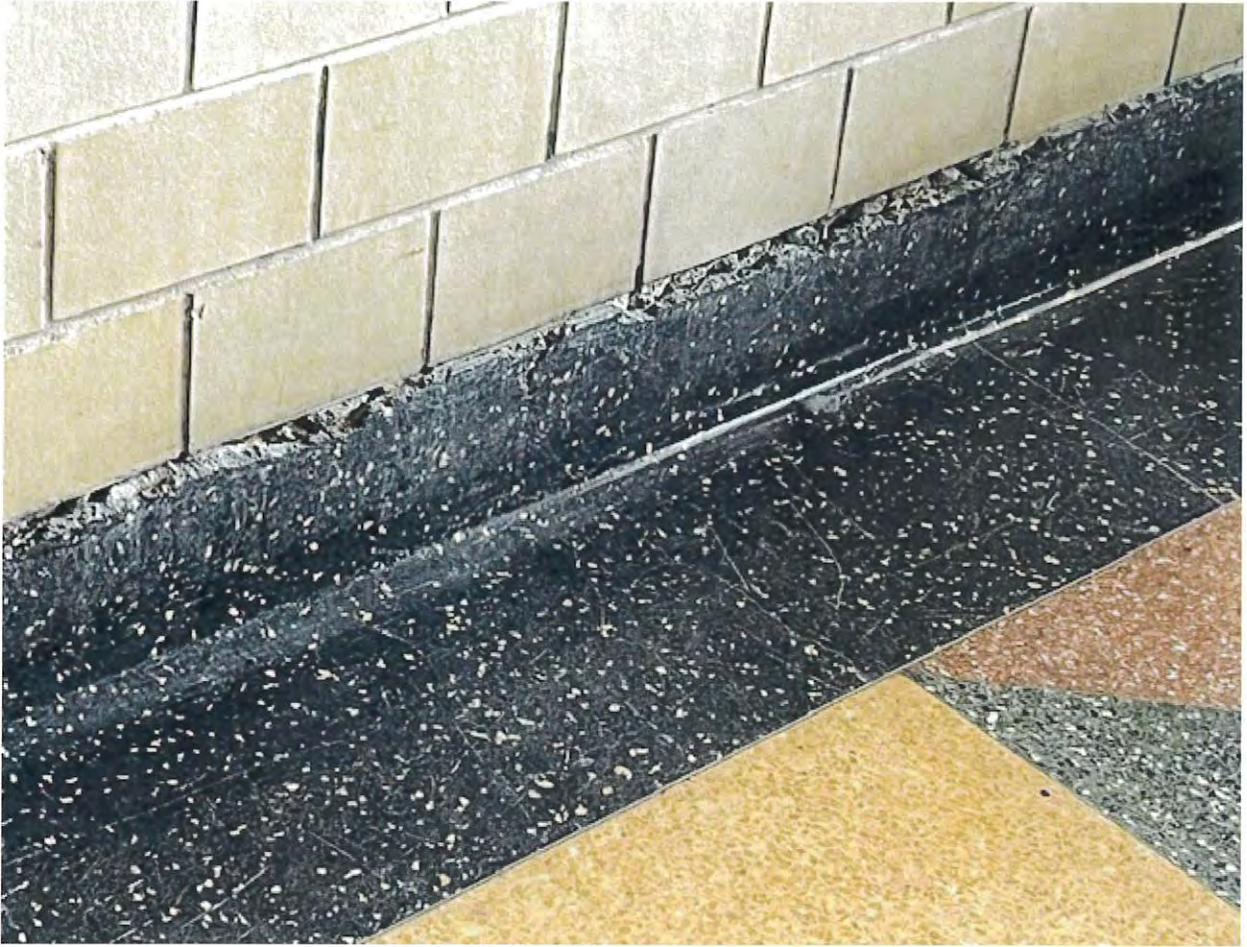
>>> Lowell <heggemeyer1@hotmail.com> 1/3/2024 2:07 PM >>>











Sent from my iPhone

171535

FILED
WAYNE COUNTY, NE

2017 NOV 16 PM 3:46

Debra Finn
CLERK / RCD / ELECTION

SUBDIVISION AGREEMENT

Southview II Addition
to the City of Wayne, Wayne County, Nebraska

This agreement is made and entered into this 8th day of November, 2017 by and between the City of Wayne, Nebraska, hereinafter referred to as the "the City," and Brendon L. Pick and Battle Creek Farmers Cooperative, Nonstock, hereinafter referred to as "the Developer."

WHEREAS, the Developer is the owner of certain property situated within the City of Wayne, Wayne County, Nebraska and legally described as follows:

Lot 1 – Lot 20, Southview II Addition to the City of Wayne, Wayne County, Nebraska.

WHEREAS, the Developer agreed to plat said property and hereby submits to the City as provided by law, an accurate subdivision plat of the addition to be known as Southview II Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City Ordinances,

IT IS THEREFORE AGREED by the parties contained herein as follows:

GENERAL CONDITIONS:

1. **GRADING:** The Developer of Lots 1 – 18 agrees that the area of that project will be graded according to plans entitled "Southview II – Water, Sewer, Paving" dated August 25, 2017 and prepared by Advance Consulting Engineering Services. Said plans are accepted by and on file with the Public works Director and the Floodplain Administrator, and are made a part of this agreement by reference. There will be no cost to the City for the grading of Lots 1 - 18.
2. **LETTER OF MAP REDUCTION:** The Developer will submit an application for a Letter of Map Reduction Based on Fill to the Federal Emergency Management Agency requesting a change in the FIRM to permanently remove Lots 1 - 18 in Southview II Addition from the 100 year floodplain.
3. **SANITARY SEWER:** The Developer agrees that all sewer mains and appurtenances to serve Lots 1 – 19 will be installed to Chicago Street as deep as possible to serve future development at the cost of the Developer according to City of Wayne Specifications and that there will be no cost to the City for said sewer improvements. Upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. All plans will be prepared by a Registered Engineer and approved by the Nebraska Department of Environmental Quality.
4. **WATER SUPPLY:** The Developer agrees that all water mains and appurtenances to serve Lots 1 – 18 will be installed to Chicago Street at the cost of the Developer according to City of Wayne Specifications and that there will be no cost to the City for said water improvements. Upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. All plans will be prepared by a Registered Engineer and approved by the Nebraska Department of Environmental Quality.

5. STORM SEWER SYSTEM: The Developer agrees that all storm sewer to drain South Sherman Street will be installed at the cost of the Developer according to City of Wayne Specifications and that there will be no cost to the City for said storm sewer improvements. Upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. Any storm sewer under paving shall be Reinforced Concrete Pipe. Any storm sewer pipe not under paving can be HDPE dual wall pipe.
6. STREET IMPROVEMENTS: The Developer agrees to pave South Sherman Street with a back-of-curb width of 28 ft with integral curb and gutter using Nebraska Department of Transportation 47b mix concrete, 7 inches thick with 6 inch curbs. South Sherman Street shall be poured with curb attached to a panel no less than ½ the width of the street. Developer agrees to pave according to City of Wayne Specifications and that there will be no cost to the City for said street improvements, except that the City agrees to pay the costs of the intersection at Chicago Street.
7. ELECTRICAL IMPROVEMENTS: The Developer agrees that if the City Electric Department cannot use its regular method of electrical installation using its trencher in said development, Developer agrees to open a trench adequate for these improvements at Developer's cost. Developer also agrees to backfill and compact said trench and areas around any electrical appurtenances to City of Wayne Specifications at Developer's cost.
8. STREET SIGNS: The Developer agrees that street signs approved by the City will be installed in the subdivision at no cost to the City. Said signs will be equal to in type and quality of the signs currently in use by the City of Wayne.

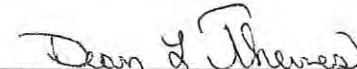
MISCELLANEOUS:

1. Park Fees. In lieu of the land or cash contribution Park Fee required for Southview II Addition, the City and the Developer agree the City will accept the dedication of the required amount of the Developer's land to provide the right of way to create Chicago Street.
2. The City will convert the open ditch storm water conveyance through Lot 19 to underground storm water conveyance and re-route it into the public right of way of South Douglas Street and Chicago Street. Said conversion will happen within 5 years of the signing of this agreement or as a part of any paving of Chicago Street adjacent to said lot, whichever comes first. The Developer will pay for ½ the cost of the labor and materials to reroute the storm water conveyance or \$35,000, whichever is less.
3. The City will relocate at no cost to the Developer the existing storm sewer through Lot 20 to the public right of way of Chicago Street. Said relocation will happen within 5 years of the signing of this agreement or as a part of any paving of Chicago Street adjacent to said lot, whichever comes first.
4. The owners of Lots 18, 19, & 20 agree to submit a request to the City to create a paving assessment district for the paving of Chicago Street from South Sherman Street to South Lincoln Street within 10 years of the date of this agreement. Said owner also agrees not to oppose any paving district created due to such request. No assessments will be levied against said owner for Chicago Street since owner dedicated the entire right of way for Chicago Street and since Lots 18, 19, & 20 will have street frontage from other paved City streets. The City agrees to pay for the intersections of South Douglas Street and South Lincoln Street with Chicago Street.
5. The City will quit claim deed the east 20 feet of the north 25 feet of Lot 11, which was previously part of the South Sherman Street ROW, to the developer in exchange for the dedication of South Douglas Street between Lots 19 & 20.
6. The Developer agrees to hold the City of Wayne harmless from any liability and claims arising out of and relative to the development of this subdivision, to and including, but not limited to, the determination of wetlands as defined by the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environmental Quality.

7. The Developer will demolish and remove all old buildings and concrete on Lots 1 – 18 and the adjacent South Sherman Street and will relocate the two propane storage tanks on Lot 19 and the adjacent Chicago Street to another location outside of the City Limits at no cost to the City.
8. The Developer agrees to keep the public Right-of-Way free from accumulation of water, waste material, weeds or rubbish, and to maintain the finished street surfaces free from dirt caused during development of the subdivision.
9. The Developer agrees to the following covenant on all residential lots as part of the subdivision agreement with the City of Wayne for the Southview II Addition:
 - Upon completion of construction of a residence on the lot at least two deciduous trees which are a species which will reach a mature height of at least 40 feet will be planted and maintained and replaced in perpetuity.
10. All costs associated with the development of the Battle Creek Farmers Cooperative property will be the responsibility of Brendon L. Pick and the City of Wayne as detailed above. Brendon L. Pick and the City of Wayne agree to defend, indemnify and hold Battle Creek Farmers Cooperative harmless from and against all claims, damages, liabilities, costs, expenses, suits or obligations of any and every nature whatsoever arising out of or in any manner connected with this Subdivision Agreement.
11. This agreement and the terms and duties set forth herein, shall be binding upon the parties hereto, their successors in interest in the real estate described herein, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereby enter into this agreement, effective on the day and year first above written.


 Brendon L. Pick, Developer

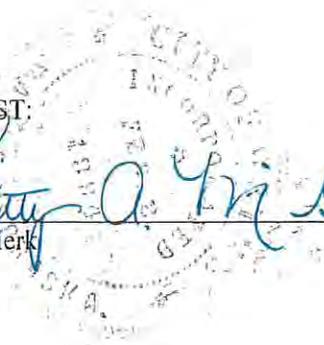

 Battle Creek Farmers Cooperative,
 Nonstock, Developer

CITY OF WAYNE, NEBRASKA,

BY 
 Ken Chamberlain, Mayor

ATTEST:


 Katy A. Tripp
 City Clerk



STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

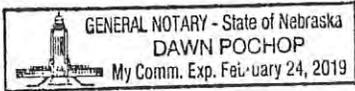
The foregoing instrument was acknowledged before me on this 14 day of November, 2017, by **Brendon L. Pick**



Chanelle J. Belt
Notary Public
(My commission expires: June 3, 2018)

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

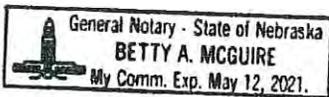
The foregoing instrument was acknowledged before me on this 8 day of November, 2017, by Dean Thernes, a representative of **Battle Creek Farmers Cooperative, Nonstock.**



Dawn Pochop
Notary Public
(My commission expires: Feb 24, 2019)

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 7th day of November, 2017, by **Ken Chamberlain**, Mayor of the City of Wayne, Nebraska, a municipal corporation on behalf of said city.



Betty A. McGuire
Notary Public
(My commission expires: 5-12-21)

2015



2018





11/11/2022 Cost request email from engineer on storm sewer for lot 19 (address 300 S Douglas)

