

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
June 18, 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 – June 4, 2024](#)
4. [Approval of Claims](#)
5. **Public Hearing:** Application for Community Development Block Grant — Public Works Funds - Andrea Larson, Community Planner, Northeast Nebraska Economic Development District (Advertised Time: 5:30 p.m.)

Background: The City of Wayne is requesting \$435,000 for the Prairie Park project, of which \$400,000 will be used for project activities, \$10,000 for construction management, and \$25,000 for general administration of the grant. The Prairie Park project is at 111 Dearborn Street, located in southeast Wayne, approximately .3 miles east off Highway 15 on Fairground Avenue. Prairie Park is being developed in phases across 30 acres of the City’s decommissioned sanitary sewage lagoon site. This phase will focus on 3 new baseball fields/softball fields, a bathhouse/shower house, and ADA trail connections to the existing trail system. The total project budget is \$555,000 with \$435,000 CDBG grant funds and local matching funds of \$120,000 from the City of Wayne. All funds will benefit at least 59.3% of low- and moderate-income people; no persons are anticipated to be displaced as a result of CDBG activities, however the City will follow its plans for assisting persons actually displaced.

6. [Resolution 2024-27: Authorizing Chief Elected Official to sign an application for Community Development Block Grant – Public Works Funds \(\\$435,000\)](#)
7. [Resolution 2024-28: Authorizing Chief Elected Official to sign an application for Rural Community Recovery Program Grant Funds \(\\$1,371,340\)](#)

Background: The City is making application for RCRPGF for \$1,371,340, to be used for the “Prairie Park Redevelopment Project.” As described on the “Letter of Intent,” Prairie Park is a redevelopment project being constructed in phases at the City’s decommissioned sanitary sewage lagoon, a site of over 30 acres. Plans for the park include the following: a 4 acre lake; 2 full sized soccer/rugby/football fields; 3 new baseball/softball fields; 17 full service, pull through camper pads; designated parking lots; a bath/shower house for

campers/athletes/trail users; ADA connections to the existing trail system; an amphitheater; lake amenities (including an ADA fishing pier, fishing jetties, kayak launch); and, certain paved access points through the park.

8. Public Hearing: Application for a Class C Liquor License for Wildcat Lanes, LLC, d/b/a as “Wildcat Lanes” (Advertised Time: 5:30 p.m.)
9. [Resolution 2024-29: Approving Application for a Class C Liquor License for Wildcat Lanes, LLC, d/b/a as “Wildcat Lanes”](#)
10. [Resolution 2024-30: Approving Scope of Services and Task Order No. 240725 with JEO Consulting Group, Inc., for the “2024 Water Supply Well Project”](#)

Background: This is for the “2024 Water Supply Well Project” and includes engineering design, bidding, and construction phase services to assist us with a new supply well. The engineer fees will be \$126,350 (lump sum) for design and bidding services and \$52,605 (hourly) will be for construction management and project oversight. These amounts do not reflect the 5% discount.

11. [Resolution 2024-31: Approving Amended Interlocal Agreement to share law enforcement resources between the City of Wayne and the Wayne Community School Board of Education 90-0017](#)

Background: This Interlocal Agreement has been amended for the 2024-2025 school year. It increases the hours from 10 to 15 and the hourly amount from \$35.00 to \$44.00 based on 15 hours per week.

12. [Resolution 2024-32: Approving Plans and Specifications for an Electric Power Transformer and authorizing the City Clerk to advertise for bids](#)
13. [Resolution 2024-33: Approving Plans and Specifications for a 69 kV Circuit Switcher – Northeast Substation and authorizing the City Clerk to advertise for bids](#)
14. [Action on Certificate of Payment No. 3 in the amount of \\$335,440.19 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 project engineer. Matthew is unable to attend in person, but will be via zoom to answer any questions you may have.

15. Update on the “Wayne City Hall & Police Relocation Project”
16. [Action on Application and Certificate of Payment No. 7 in the amount of \\$271,455.00 to Otte Construction Company, Inc. for the “Wayne City Hall & Police Relocation Project” – Carlson West Povondra Architects](#)

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

17. [Action on Change Estimate No. 1, which is a credit of \\$127,134.00, to Otte Construction Company, LLC, for the “Wayne Parks & Rec Maintenance Building Project” – Carlson West Povondra Architects](#)

Background: This Change Order represents the credit given to change from an IMP building panel system to a standard metal panel with interior insulation/vapor barrier system, and revisions to the foundation design per PR 001 issued by CWP on 5/8/24.

18. [Review of the “Wayne Urban Area Boundary Map” and action approving the same](#)

Background: This map is revised for each City and County by the Nebraska Department of Transportation about every 10 years. It is used as a planning document for growth in future years.

19. [Review and action on proposal received from BJ Woehler on the 306 Pearl Street \(Old City Hall\) property](#)

20. [Update on the Floodplain Mapping Project](#)

Background: Carter Hubbard of Olsson has advised Joel Hansen, Street & Planning Director, that the cross sections they surveyed were so close to what NDNR had in their model that he would say there is less than a 5% chance the City would be able to remove any buildings by updating the models and maps with the survey data.

The buildings that Carter references are the individual properties Olsson surveyed for us in 2020 that were being impacted with NDNR's proposed floodplain back before Olsson found an error in their flow calculations. Even with those corrections, some of the properties are still being impacted with the new maps, and from Carter's statement above, likely will not change with Olsson doing more work.

21. [Update on 1100 E 10th Street property](#)

22. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
June 4, 2024**

The Wayne City Council met in regular session at City Hall on June 4, 2024, at 5:30 o'clock P.M.

Council President Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Austyn Houser, Terri Buck, Nick Muir, Brittany Webber, Clayton Bratcher, Jason Karsky, and Matt Eischeid; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Mayor Cale Giese.

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 Council President 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 Council President and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

Council President Brodersen 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, she 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 Eischeid made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of May 21, 2024, and to waive the reading thereof. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

APPROVED 4/2/24: PENRO CONSTRUCTION, SE, 40539.11

VARIOUS FUNDS: APPEARA, SE, 64.85; BOK FINANCIAL, RE, 230898.75; BOK FINANCIAL, RE, 225810.00; BOK FINANCIAL, RE, 146093.75; BOK FINANCIAL, RE, 65491.67; BOMGAARS, SU, 2377.23; BORDER STATES INDUSTRIES, SU, 465.46; BRINER, WAYNE, RE, 500.00; CIRBA SOLUTIONS SERVICES, SU, 217.90; CITY OF WAYNE, RE, 1487.95; CORE & MAIN, SU, 5388.06;

DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEARBORN LIFE INSURANCE COMPANY, SE, 92.88; DGR & ASSOCIATES, SE, 19273.50; EAKES OFFICE PLUS, SE, 224.53; ED M. FELD EQUIPMENT, SU, 133.04; ELKINS PORTABLE RESTROOMS, SE, 475.00; ESRI, SE, 3055.00; FLOOR MAINTENANCE, SU, 445.21; GALE/CENGAGE LEARNING, SU, 133.20; GERHOLD CONCRETE, SU, 1184.40; GROSSENBURG IMPLEMENT, SU, 292.06; HILAND DAIRY, SE, 208.38; HIS Baking Co., LLC & Elkhorn Valley Bank, RE, 134949.00; INGRAM LIBRARY SERVICES, SU, 858.97; MARCO TECHNOLOGIES, SE, 180.50; NDEE-FISCAL SERVICES, FE, 40.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 142.00; E WATER RESOURCES ASSOCIATION, FE, 105.00; O'REILLY AUTOMOTIVE STORES, SU, 264.97; PREMIER BIOTECH, SE, 72.18; QUADIENT FINANCE USA, SU, 1000.00; QUALITY 1 GRAPHIC, SU, 102.00; SCP DISTRIBUTORS, SU, 681.78; STATE NEBRASKA BANK & TRUST, RE, 72862.50; STEELE POOL, SU, 28044.00; STUART R IRBY, SE, 1154.00; UTILITIES SECTION, SE, 4200.00; WAYNE COUNTRY CLUB, FE, 460.00; WEBBER HOSPITALITY, RE, 200000.00; WESCO, SU, 68.48; WISNER WEST, SU, 127.26; AMERITAS, SE, 108.86; AMERITAS, SE, 184.72; AMERITAS, SE, 35.00; AMERITAS, SE, 72.00; AMERITAS, SE, 3504.82; APPEARA, SE, 115.61; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1623.30; BLUE CROSS BLUE SHIELD, SE, 48865.90; BORDER STATES INDUSTRIES, SU, 479.98; BUCK, TERRI, RE, 500.00; CERTIFIED TESTING SERVICES, SE, 198.25; CINTAS, SU, 845.42; CITY EMPLOYEE, RE, 300.00; CITY EMPLOYEE, RE, 85.29; CITY OF WAYNE, PY, 136489.02; CITY OF WAYNE, RE, 5458.47; DSF WAYNE SHORT STOP, SU, 145.52; GLOBAL PAYMENTS INTEGRATED, SE, 1911.01; GROSSENBURG IMPLEMENT, SU, 479.94; HAWKINS, SU, 2775.16; HELENA AGRI-ENTERPRISES, SU, 636.00; HILAND DAIRY, SE, 115.59; HOMETOWN LEASING, SE, 456.78; HOSKINS, BRAD, RE, 250.00; ICMA, SE, 39.80; ICMA, SE, 202.78; ICMA, SE, 72.03; ICMA, SE, 130.76; ICMA, SE, 533.56; ICMA, SE, 596.51; ICMA, SE, 152.88; ICMA, SE, 75.00; ICMA, SE, 138.72; ICMA, SE, 72.03; ICMA, SE, 2229.22; ICMA, SE, 10134.39; IRS, TX, 12698.74; IRS, TX, 5178.76; IRS, TX, 22143.68; J & Jr. CONSTRUCTION, SE, 4350.00; JEFF'S RPM SERVICE, SU, 164.00; JEO CONSULTING GROUP, SE, 1860.93; JOHNSON'S PLUMBING & HEATING, SU, 2816.07; KNIFE RIVER MIDWEST, SU, 892.00; LUTT TRUCKING, SE, 375.00; MACQUEEN EQUIPMENT, SE, 2184.37; MAIN STREET GARAGE, SE, 135.00; MARCO, SE, 175.92; MERCHANT SERVICES, SE, 5225.86; MERCHANT SERVICES, SE, 115.40; MERCHANT SERVICES, SE, 1464.42; MIDWEST TAPE, SU, 44.99; MILLER LAW, SE, 6250.00; MUNICIPAL SUPPLY, SU, 892.84; MUTUAL OF OMAHA, SE, 376.20; NDEE-FISCAL SERVICES, SE, 286113.41; NE DEPT OF REVENUE, TX, 6147.74; NORTHEAST POWER, SE, 6597.00; OPTK NETWORKS, SE, 408.54; PAC N SAVE, SU, 1221.90; PARKER, RUSTY, RE, 150.00; POSTMASTER, SU, 1111.50; QUALITY 1 GRAPHIC, SU, 180.00; SKARSHAUG TESTING LAB, SE, 248.93; STAPLES, SU, 187.49; STATE NEBRASKA BANK & TRUST, SE, 78.16; STATE NEBRASKA BANK-PETTY CASH, RE, 108.99; WAYNE COUNTY COURT, RE, 141.95; WESCO, SU, 1853.24; WAPA, SE, 19083.01; WILDCAT LANES, LLC & STATE NEBRASKA BANK, RE, 180000.00

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, to approve the claims. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Buck who abstained on her claim only, the Council President declared the motion carried.

Council President Brodersen requested Council consideration to approving the Mayoral appointment of Jennifer Canham to the Wayne Community Housing Authority Board. Jennifer will replace Mytzy Rodriguez-Kufner on this board.

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, approving the Mayoral appointment of Jennifer Canham to the Wayne Community Housing Authority Board. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

The following Resolution would amend the list of fees charged by the City as recommended by City staff. Council consensus was to increase electric, water and sewer deposits from \$150, \$75 and \$75 to \$200, \$100, and \$100 respectively. They also agreed with the recommendations made by staff.

Councilmember Eischeid introduced Resolution No. 2024-24 and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2024-24

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

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

The following Resolution would approve the goals recently established at the retreats in January and May of this year.

Councilmember Brodersen introduced Resolution No. 2024-25 and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2024-25

A RESOLUTION IDENTIFYING CITY OF WAYNE GOALS.

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

Administrator Blecke stated the following Resolution would amend the Interlocal Agreement approved on March 5, 2024, with Laurel for water/wastewater services. This would extend the agreement another 90 days and increase the hourly rate during regular business hours from \$60 to \$75 and the hourly rate for outside regular business hours from \$120 to \$150. At this time, the City bills Laurel approximately \$1,200 per month.

Councilmember Webber introduced Resolution No. 2024-26 and moved for its approval; Councilmember Bratcher seconded.

RESOLUTION NO. 2024-26

A RESOLUTION AMENDING THE INTERLOCAL AGREEMENT WITH THE 2ND CLASS CITY OF LAUREL, NEBRASKA, FOR WATER/WASTEWATER SERVICES PREVIOUSLY APPROVED ON MARCH 5, 2024.

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

Discussion took place on the Community Activity Center roof. After discussion, staff was directed to start the process of putting specifications together to obtain bids for roof replacement at the Community Activity Center.

Discussion took place on the Prairie Park Bathhouse. The Lower Elkhorn Natural Resources District Board approved to provide \$150,000 in financial support to the City of Wayne for the Prairie Park Project. The funds will be distributed in \$50,000 increments over a three-year period. After discussion, staff was directed to get updated prices for the bathhouse.

Council President Brodersen advised the Council there will be a town hall meeting on Thursday, June 6th, at 5:30 p.m. at the Freedom Park Shelter House to review community responses to the Attitude Survey. This survey is something the Northeast Nebraska Economic Development District suggested we do to help us with CDBG funding. We will be going after a \$400,000 public works grant this fall for Prairie Park.

There being no further business to come before the meeting, Council President Brodersen declared the meeting adjourned at 6:24 p.m.



Vendor	Payable Description	Payment Total
APPEARA	LINEN & MAT SERVICE	80.71
BAKER & TAYLOR BOOKS	BOOKS	878.09
BEAUDETTE, MAKAYLA	AUDITORIUM DEPOSIT REFUND	200.00
FIREMAN	FIRE SCHOOL REIMBURSEMENT	304.82
CARLSON WEST POVONDRA ARCHITECTS	ACTIVITY CENTER RELOCATION STUDY	6,068.90
CITY EMPLOYEE	VISION REIMBURSEMENT	255.00
CITY EMPLOYEE	VISION REIMBURSEMENT	576.40
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	37.34
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	149.12
CITY OF WAYNE	UTILITY REFUNDS	1,143.10
CUSIP SERVICE BUREAU	CUSIP MAINTENANCE	91.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	69.73
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	3,258.01
DEMCO INC	MOUNTING CORNERS	155.34
ELECTRONIC ENGINEERING CO	POLICE CRUISER EQUIPMENT INSTALLATION	34,179.29
FIREMAN	FIRE SCHOOL REIMBURSEMENT	199.76
FIREMAN	FIRE SCHOOL REIMBURSEMENT	150.00
FIREMAN	FIRE SCHOOL REIMBURSEMENT	150.00
FLORES, ELIA	SWIM LESSON REFUND	70.00
FIREMAN	FIRE SCHOOL REIMBURSEMENT	176.50
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	304.86
ISLAND SPRINKLER SUPPLY CO	IRRIGATION REPAIRS	443.52
JEO CONSULTING GROUP	MARKET PARTICIPANT ASSISTANCE	1,008.19
JOHN'S WELDING AND TOOL LLC	FLAT IRON	6.24
KAY CONTRACTING, INC	EVACUATE/REPAIR WATER LINE	1,355.00
LUTT OIL	GASOLINE	8,383.30
MAIN STREET GARAGE, LLC	TOWING CHARGES	100.00
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	299.37
MIDWEST TAPE LLC	DVD	44.99
FIREMAN	FIRE SCHOOL REIMBURSEMENT	150.00
FIREMAN	FIRE SCHOOL REIMBURSEMENT	150.00
NATP	NATP CLASS	95.00
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES	8,827.44
NIELSEN TREE FARM	TREES-PRAIRIE PARK	5,050.00
NORTHEAST NE INS AGENCY INC	PAYCODE AUDIT	17,481.00
ONE CALL CONCEPTS	DIGGERS HOTLINE	91.76
PEPSI COLA OF SIOUXLAND INC	CAC POP	59.95
PLUNKETT'S PEST CONTROL	PEST CONTROL	107.64
STATE NEBRASKA BANK & TRUST	GO REFUNDING BONDS SERIES 2019	79,700.00
SUDBECK UNDERGROUND	BORING FOR STREET LIGHT	2,200.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,916.99
US BANK	CONFERENCES/LODGING/DVD/LIFE GUARD SUITS/TECH SUPPLIES/LIFEGUARD RED CROSS TRAINING	16,976.01

VERIZON WIRELESS SERVICES LLC	CELL PHONES	574.39
WASTE CONNECTIONS	SANITATION BILLING	31.50
WAYNE COUNTY TREASURER	VEHICLE REGISTRATION	359.67
WAYNE FIRE DEPARTMENT	PAC N SAVE FIRE BANQUET MEAL REIMBURSED	1,030.20
WOEHLER, MATT	AUDITORIUM DEPOSIT REFUND	200.00
	Grand Total:	196,140.13

RESOLUTION NO. 2024-27

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (PUBLIC WORKS).

WHEREAS, the City of Wayne Nebraska, is an eligible unit of a general local government authorized to file an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG); and

WHEREAS, this grant is available to local governments for community/economic development activities; and

WHEREAS, the City of Wayne is requesting \$435,000 for the Prairie Park project, of which \$400,000 will be used for project activities, \$10,000 for construction management, and \$25,000 for general administration of the grant. The Prairie Park project is at 111 Dearborn Street, located in southeast Wayne, approximately .3 miles east off Highway 15 on Fairground Avenue. Prairie Park is being developed in phases across 30 acres of the City's decommissioned sanitary sewage lagoon site. This phase will focus on 3 new baseball fields/softball fields, a bathhouse/shower house, and ADA trail connections to the existing trail system. The total project budget is \$555,000 with \$435,000 CDBG grant funds and local matching funds of \$120,000 from the City of Wayne. All funds will benefit at least 59.3% of low- and moderate-income people; no persons are anticipated to be displaced as a result of CDBG activities, however the City will follow its plans for assisting persons actually displaced.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of Wayne and the Nebraska Department of Economic Development for said grant application.

PASSED AND APPROVED this 18th day of June, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-28

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR RURAL COMMUNITY RECOVERY PROGRAM GRANT FUNDS (RCRPGF).

WHEREAS, the City of Wayne, Nebraska, is an eligible unit of a general local government authorized to file an application to the Nebraska Department of Economic Development for a grant under the 2023 Rural Community Recovery Program; and

WHEREAS, the City of Wayne, Nebraska, is making application for RCRPGF for \$1,371,340, to be used for the "Prairie Park Redevelopment Project." Prairie Park is a redevelopment project being constructed in phases at the City's decommissioned sanitary sewage lagoon, a site of over 30 acres. Plans for the park include the following; a 4 acre lake; 2 full sized soccer/rugby/football fields; 3 new baseball/softball fields; 17 full service, pull through camper pads; designated parking lots; a bath/shower house for campers/athletes/trail users; ADA connections to the existing trail system; an amphitheater; lake amenities (including an ADA fishing pier, fishing jetties, kayak launch); and, certain paved access points through the park.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne, Nebraska, that the Mayor is hereby authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Wayne, Nebraska, and the Nebraska Department of Economic Development for said grant application.

PASSED AND APPROVED this 18th day of June, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2024-29

WHEREAS, Wildcat Lanes, LLC, d/b/a "Wildcat Lanes," made application to the Nebraska Liquor Control Commission for a Retail Class C Liquor License at 1221 Lincoln Street, Wayne, Wayne County, Nebraska; and

WHEREAS, said application has been forwarded to the City of Wayne for public hearing and recommendation by the City Council; and

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on June 6, 2024; and

WHEREAS, a hearing was held on June 18, 2024, and all persons desiring to present evidence for or against said application were heard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the application of the license aforementioned be recommended for approval to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 18th day of June, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 14664

LICENSE TYPE

Class C Spirits, Wine, Beer On
and Off Sale

APPLICATION DATE RECEIVED

2024-05-22

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Wildcat Lanes, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Wildcat Lanes

CORPORATE NUMBER

INCORPORATION DATE

2024-02-26

CORRESPONDENCE ADDRESS

57045 Hwy 35. Wayne, NE 68787

MAILING ADDRESS

PHYSICAL ADDRESS

1221 Lincoln Street. Wayne, NE 68787

CONTACT NAME

Darin Jensen

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(712) 490-3120

ALTERNATE PHONE

FAX

EMAIL

huska001@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Darin Jensen	President		
Jessi Jensen	President		

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 101032 (Active) - Class C Spirits, Wine, Beer On and Off Sale
WILDCAT LANES (MALACHI INC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Bowling Alley/Center/Pool Hall

PREMISES NAME

Wildcat Lanes

OPERATOR

Jessi Jensen

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

MAILING ADDRESS

57045 Hwy 35
Wayne, NE 68787

CONTACT NAME

Jessi Jensen

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(712) 490-9848

ALTERNATE PHONE

FAX

EMAIL

Huska002@gmail.com

PREMISES MANAGER

Jessi Jensen

PREMISES MANAGER EMAIL

huska002@gmail.com

QUESTIONS

Class C Spirits, Wine, Beer On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)

A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L148, W91

3. Is there an outdoor area?
*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.
No
4. Will a basement be used for alcoholic storage or sale?
No
5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
1
6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
7. Is premises to be licensed within 300 feet of a college campus or university?
No
8. Are you acquiring any alcohol prior to obtaining this liquor license?
No
9. What date do you intend to open for business?
June 3, 2024
10. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
Yes
City of Wayne
State Nebraska Bank and Trust
11. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
Yes
Jessi Jensen. Wife

12 Is anyone listed on this application a law enforcement officer?

No

13 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

State Nebraska Bank and Trust. Wayne, NE

Darin Jensen

Jessi Jensen

14 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

15 Are all individuals stated in this application over 21 years of age?

Yes

16 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

17 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Wildcat Lanes Business Plan Updated.docx	Business Plan
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf	Darin DUI
Premises Description & Diagram	Bowling Alley Dimensions.jpg	Facility Sketch
Corporation/LLC Structure	CORPORATION-LLC STRUCTURE.pdf	Corp Structure
Lease / Deed / Purchase Agreement	Signed Purchase Agreement.pdf	Purchase Agreement
Temporary Operating Permit (TOP)	Temporary Operating Permit.pdf	Signed TOP
Fingerprint Submission	Gmail - Fingerprinting Appointment Confirmation.pdf	Darin Jensen's Fingerprint Appointment- digital
Fingerprint Submission	Gmail - Fwd_ Fingerprinting Appointment Confirmation- Jessi.pdf	Jessi Jensen's Fingerprint Appointment- digital

APPLICANT

Darin Jensen

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

ALCOHOL INVENTORY

Brand Name	Size	Qty.
Juarez (TS)	1 Liter	87
Windsor black cherry	1 Liter	19
Jack Daniel's	1L	4
Juarez (TG)	1L	11
Bacardi	1L	2
Admiral Nelson's	1L	1
Jose Olervo Gold	1L	7
Calico Jack	1L	7
Jameson	1L	2
Crown Royal	750ml	2
Kessler	1L	1
3 Mavi (BH)	1L	22
Tropical Mavi	1L	6
Smirnoff Kissed Caramel	750ml	5
(BR) Tvarochi	750ml	24
Revel Stoke (PBW)	750ml	4
Conciere (BW)	1L	11
Grape Pucker	1L	7
Sour apple pucker	1L	6
Gilbey's Gin	750ml	5

Brand Name	Size	Qty.
UV Windsor Candy bar	1L	1
Black Velvet	1L	1
UV Vodka	1L	1
Conciere Vodka	1L	8
Peach Schnapps	1L	8
Amaretto	1L	20
Windsor	1L	9
Sour apple Pucker	750ml	11
Peppermint Schnapps	1L	14
Buttershots Schnapps	1L	8
Rumple Minze	1L	3
Dr. McGillicuddy's	1L	2
Rootbeer Schnapps	1L	10
Hotdamn Schnapps	1L	4
(Pickel Shots)		
Dill Pickel Vodka	750ml	4
Fireball	1L	6
Durango Licor De Cafe	750ml	4
Jagermeister	1L	6
Yukon Jack	1L	4
Southern Comfort	1L	4

Wildcat Lanes

Business Plan

Darin and Jessi Jensen, Co-Owners
Created on April 14, 2024

Executive Summary

Bowling's customer base has diminished over the past few decades. The Wayne Bowling Alley was filled with avid bowlers every night of the week. As years have gone by, there have become less avid bowlers and less leagues to join. High School bowling has become more popular in the state and Wayne has embraced the program's success.

Bowling has the potential to become more than a high school sport and to cater to more than the select few that participate in leagues. People of all ages are starting to choose bowling for something to do on a Friday night or a Sunday afternoon.

Jessi grew up in a bowling alley in Sergeant Bluff, Iowa and has been around bowling her whole life. After introducing her passion to Darin, they are proud to be able to share their love of bowling with their children. They hope that they can continue to share their passion with others in the community and want to continue to see bowling grow in Wayne, Nebraska!

Darin and Jessi have done their research, consulted with others, and have witnessed successful bowling alleys become destination entertainment stops. Being located in Wayne, America, they also want to engage more with the college as a nightlife destination.

Mission

The mission of Wildcat Lanes is to provide the highest form of entertainment in the Wayne community. We want to grow our clientele and expand our reaches to the college as an alternative entertainment destination. We also offer the best bowling and overall entertainment for the entire family!

Objectives

1. Sales of \$200,000 in year one and \$300,000 by year three.
2. Gross margin higher than 30%.
3. Net income by more than 3% of sales by the third year.

Keys to Success

1. Excellence in entertainment. Expand to hosting bands, karaoke, and DJ's.
2. Developing a community of regulars. Expand the bar area to have a more inviting atmosphere.
3. Great customer service. Tailor our service to what the customer wants.
4. An alternate entertainment destination with good value and a fun and entertaining atmosphere.

Company Summary

Wildcat Lanes is a bowling alley and bar owned by Wildcat Lanes LLC. Wildcat Lanes specializes in league bowling and parties – a fun filled environment for the entire family.

Company Ownership

Wildcat Lanes LLC ownership is devised as Darin and Jessi Jensen as Managing Partners with 100% ownership. It is incorporated in the state of Nebraska and in the County of Wayne.

Start-up Summary

Wildcat Lanes start-up costs will include the purchase of the property and building along with a purchase of the business. This includes all equipment needed for the bowling alley, the restaurant, inventory and parts. Operating costs are estimated to be \$25,000. An operating loan has been secured with State Nebraska Bank for any additional operating expenses that are needed throughout the year. We have also estimated that \$15,000 be used for minor renovations inside the building upon purchase. This includes lighting, carpet, tables, and advertising. Roof repair and coating will cost \$24,880. A staff increase is expected with the increased revenue within the first 6 months.

Start Up Expense	Cost
Building and Land	\$135,120
Wildcat Lanes Business	\$160,000
Operating Capital	\$25,000
Inside Renovations	\$15,000
Roof Renovations	\$24,880

Products and Services

Wildcat Lanes will be open Monday through Sunday, from 2pm – 2am during the Fall, Winter and Spring Months. During Summer hours Wildcat Lanes will be open Friday through Saturday, from 2 pm – 2am and from Noon to 11 pm on Sundays.

General Bowling

Customers can rent shoes and buy games. Wildcat Lanes will keep a full selection of

adult and children's shoes in stock. Wildcat Lanes will also introduce carnival night on Friday, disco night on Saturday nights and will also continue the youth league on Thursday/Friday afternoons and Saturday mornings. Hourly rates will be available at all times.

Bowling for leagues, with league fees

Wildcat Lanes will sponsor the current local leagues on Tuesdays for Men's league and Wednesdays for Women's league. They want to expand at least one to three more leagues. A scratch league on Monday nights will not only be appealing for Wayne bowlers, but to pull other bowlers from neighboring towns as well. A second possibility is that of a college league on Thursday Night. Finally, they hope to start a senior league on one of the weekdays.

Food and drinks

The food menu will continue and will be expanded as business increases. The fountain pops will go up slightly in price but will come with free refills.

Videogames

Wildcat Lanes will also be evaluating their stock of Arcade games. They will keep track of which kinds of games (1st person shooters, driving games, strategy games) seem to be the most popular, and adjust their offerings to maximize revenue. These games will continue to be a way for families to entertain all their children, while some family member's bowl.

Keno

As business grows, they will be evaluating the need for Keno in the establishment.

Parties and Special Events

Wildcat Lanes will be available for birthday parties and special events. They will also have a DJ on Thursday night aimed at the college students, with live bands and karaoke on the weekend aimed at all community members. They will also offer group rates and special events for local churches, community organizations, and companies.

Market Analysis Summary

Bowling has declined as the family activity of choice over the last 30 years. While the image of bowling has changed during this decline, the sport itself still offers good exercise, fun competition, and a game of skill. If the image and experience of bowling can be updated with a more attractive look and feel, there is no reason it could not rebound.

Bowling is a family activity, and one that people can continue well into their old age. It is a game of skill, which allows players to better their scores with practice, and it can be a team sport. Bowling alleys get their clients from the local area, usually within a 10-mile radius; they are therefore more subject to local trends and events than are bigger entertainment producers, like movies or theme parks. However, this also means that bowling alleys can be more integral to their community, and more involved in community-building, which generates customer loyalty.

Bowling Leaguers. New customers are likely to be introduced to Wildcat Lanes by friends or through a community organization which decides to sponsor a team.

Families with young children. This group is seeking inexpensive fun for the whole family, where age and experience (or lack thereof) are not hurdles to enjoying the outing. Bowling in a safe, clean, family-friendly environment will be infinitely preferable for these families.

Youths. This group will continue to thrive with Youth leagues throughout the year.

Seniors. These clients are on a limited income and will come to Wildcat Lanes for the prices. Senior discounts will play a large role in our marketing to seniors.

Bar Patrons. The current bar has steady regulars on Friday and Saturday night during happy hour. But overall, the bar is being highly underutilized. The atmosphere is cold and dark and does not allow for much room for socializing. Wildcat Lanes intend to give the bar a makeover to make the atmosphere to be more inviting and open while increasing areas for socializing. They also plan to increase staff or at least train current staff to ensure drinks are always served at the customer's request.

Market Segmentation

The following chart shows the market analysis. They have included analysis for each of the five market segments we will target: bowling leaguers, families with children, youths, seniors, and bar patrons.

Bowling leaguers

There are currently around 76 bowlers that attend the 2 leagues at Wildcat Lanes. They have inquired to surrounding bowling center members about adding a scratch league on Monday nights. This would add 24 additional bowlers for an increase of over 30%. They also anticipate getting a college league on Thursday nights that will increase that another 24 additional bowlers for a total increase of over 60%.

Families with young children

Currently Sunday afternoons are filled with Youth leagues. They believe this day is being used incorrectly. Sundays should be used for birthday parties and family days with their children. They believe they can increase Sunday fun day by more than 90%.

Youths

Wayne has always enjoyed a strong youth program and has helped Wayne High School bowling teams to be dominant in the state. They feel the city has only started to grow in excitement for the sport since NSAA made bowling a high school sport. Wildcat Lanes want to change the time of the week for youth bowling leagues to not only cater more for our current members but expand the youth league. The goal is to increase the league by 10%.

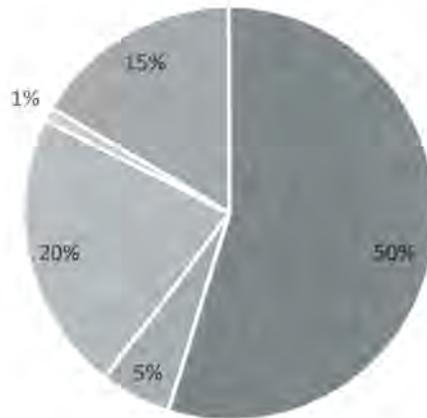
Seniors

They define this group as sixty-two years or older. This group is currently growing faster than the general population. Currently there are no Senior leagues, but the opportunity exists to cater to Seniors with a potential league and senior discounts. Currently there are no Senior discounts nor league and would like to grow this segment by 10%.

Bar Patrons

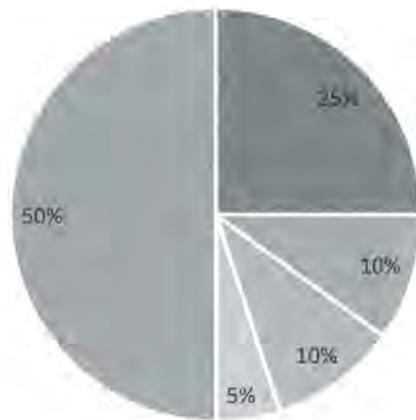
The current bar has grossly been underutilized and should be the #1 profit item in the facility. The intent is to increase this 100% as it stands today. This would increase the cost of goods sold from \$33,291 to approximately \$66,000 and increase revenue by around 40%. Inviting DJ's, Bands, and Karaoke and making a more inviting atmosphere to the locals and the college kids will aid in this improvement.

Current Market Analysis



■ Bowling Leaguers ■ Families ■ Youths ■ Seniors ■ Bar Patrons

Projected Market Analysis



■ Bowling Leaguers ■ Families ■ Youths ■ Seniors ■ Bar Patrons

Target Market Segment Strategy

They will not be successful waiting for the customer to come to us. Instead, they must focus on the specific market segments whose needs match their offerings. Focusing on targeted segments is the key to their future.

Bowling Leaguers:

Wildcat Lanes intend to continue to increase the number of leagues they can offer to their customers. Continuing to give them options on different days of the week as well as creating more interest will support more tournaments that they can host and offer. Other tournaments include King of the Hill and scratch type tournaments for the more novice bowler.

Youths:

Bowling alleys are one of the few places that underage customers can go to congregate and find entertainment and have fun with their friends. Catering to youths and teaching them to bowl now will develop a future customer base for years to come.

Seniors:

Wildcat Lanes want seniors to find an affordable, comfortable place, where they will come back for more. Seniors also tend to congregate together for coffee and gossip. Therefore, accommodating a small core group will lead to potentially exponential growth as the Baby-Boomers become a majority of the population who can enjoy the senior citizen discounts.

Bar Patrons:

This target segment will be the highest focal point. Make the bar area a place of comfort that has an inviting atmosphere for sociable interaction. Locals and College kids tend to

go to bars to hang out with friends and have a fun time. We want to give them an alternative offering so close by the college for safe travel to and from campus.

Service Business Analysis

Wildcat Lanes will be competing for the customers' dollars with other recreation and leisure establishments such as other bars in Wayne. One thing we do add is the leisure of bowling into the mix.

Competition and Buying Patterns

The competition for local customers amongst bowling alleys is localized, meaning each area can support its own bowling alley. Wildcat Lanes has endured challenging times as other local bowling alleys have not been so lucky. Currently Wildcat Lanes will enjoy the advantage of having no local competition making it conveniently accessible for locals. Bowlers will contribute to the success and reputation of Wildcat Lanes as they consistently choose us for their social events and athletic activities. Seniors will provide a consistent customer base. Youths will come for the group lessons, public sessions, competitions, birthday parties, group parties, and youth bowling leagues and they will bring their parents with them. The competition for tournaments city-wide and nationally depends on the bowling alley's reputation and the reputation of the bowlers. Bar Patrons will have another option for social gatherings and hangouts with several different events and a different atmosphere for locals and college students.

Strategy and Implementation Summary

Customer service is paramount in the bowling business. The starting point to accomplish this is to have a trained and motivated staff that enjoys working directly with the public. It is always easier to please your customers when the facility is spotless, and all of the equipment is in proper working order. The center will have community involvement to demonstrate how the business will contribute to a better quality of life. School, church, and other groups will be welcomed for tours and utilize the resources of the bowling center.

Competitive Edge

Experience and Reputation: Jessi has been a bowler since she was 7 years old. Growing up in bowling alleys watching her parents bowl in an era when bowling was very popular. Jessi bowled for Iowa State's club team before going to college in Wayne where she met Darin. She taught Darin the ins and outs of bowling and how to adjust accordingly and have shared that with their children. Darin has a strong business sense managing their farm and also working for a large flour milling company running their Food Safety and Quality division. With these experiences Darin and Jessi have a great sense of how to expand a bowling alley and to be stewards of the community. Wildcat Lanes will have the reputation of being the most affordable, comfortable and convenient place of entertainment in town for the entire family.

Marketing Strategy

Marketing in a bowling business depends on reputation for quality bowling facilities and entertainment. It starts with Darin and Jessi's contacts in the bowling industries and continues with long-term efforts to develop reputation in local communities.

Darin and Jessi have developed a database of people in the bowling leagues across the area. Group studies and market research reports will be conducted to maximize the potential of what the general population wants. A large marketing campaign through local radio and newspapers along with social media will ensure our material and our offerings are heard. Facebook will be used to reach the population over 30 years of age and Tik Tok, Snap Chat, and Instagram will be used to reach the population under 30 years of age.

Sales Strategy

Wildcat Lanes wants to attract local bowlers of all ages. This will require advertising on local radio shows, social media, and newspapers as well as reaching out to schools, churches, businesses, organizations and clubs. The most important factor for closing sales in their case is getting them in the door. Once their customers come in the door they will be personally greeted by the staff and made to feel comfortable so that they keep coming back. Their moto will be "The Customer Is Always Right!"

Participants in the tournament will be rewarded with cash payouts. Reduced prices will be offered to senior citizens on a daily basis between certain low-volume hours and on certain food and drink items all day long. Advertisements for college students will be placed in local college and weekly papers, highlighting special events for the week.

Sales Forecast

The start-up period will be spent setting up the bowling alley, the gaming room, the bar and lounge. This will include new lighting, carpets and railing where the existing countertop is located. Wildcat Lanes will be adding tables and chairs in the bar area and decluttering the room for access to more seating and socializing areas. They plan to demolish a wall by the bar to open up the layout of the facility. Between lanes 8 and 9 the plan is to add a wall to segregate bowling from the activities area where the bands, DJ's and karaoke will play. This facelift will allow them to meet our goals to make the facility more inviting and provide additional events for the local and college community.

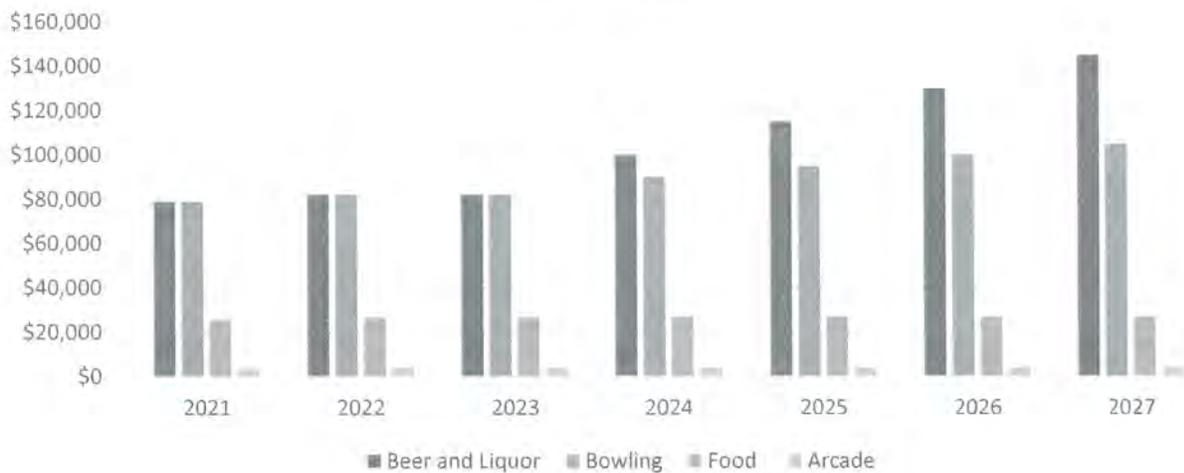
The summer of 2024 will be busy with these upgrades and the bar and bowling will open for business as soon as possible. Wildcat Lanes project an increase in business starting in September once bowling leagues start. The table and charts below show detailed projections of sales and cost of sales. Costs for food and liquor are costs of ingredients. There are no anticipated direct costs from the video games.

Sales Forecast							
Income:	2021	2022	2023	2024	2025	2026	2027
Beer and Liquor	\$79,120	\$82,281	\$82,281	\$100,000	\$115,000	\$130,000	\$145,000
Bowling	\$79,120	\$82,281	\$82,281	\$90,000	\$95,000	\$100,000	\$105,000
Food	\$25,760	\$26,789	\$26,789	\$27,000	\$27,000	\$27,000	\$27,000
Arcade	\$3,770	\$4,030	\$4,030	\$4,030	\$4,030	\$4,030	\$4,030
Gross Sales	\$ 187,352	\$ 195,383	\$ 195,383	\$ 220,819	\$ 240,819	\$ 260,819	\$ 280,619

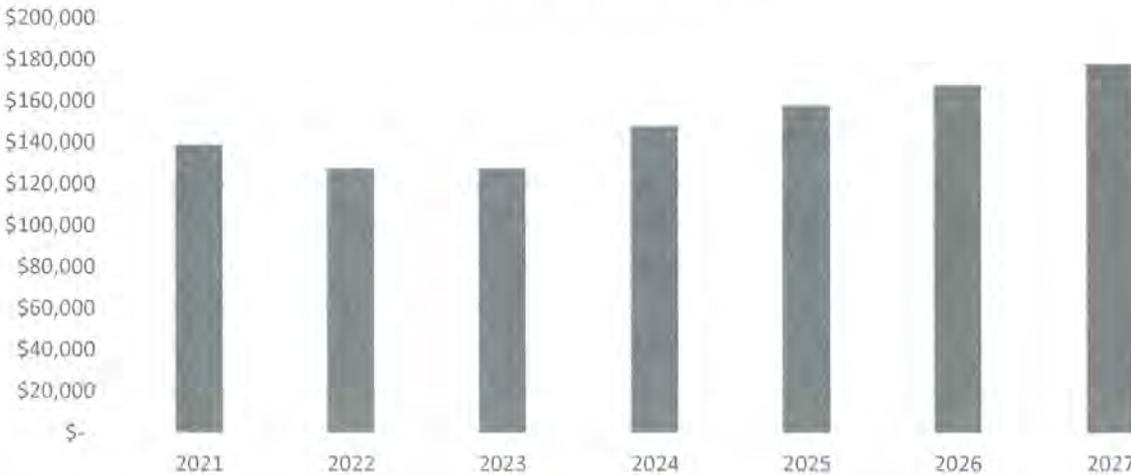
Expenses:	2021	2022	2023	2024	2025	2026	2027
COGS	\$ 31,988	\$ 31,988	\$ 31,988	\$ 38,100	\$ 42,600	\$ 47,100	\$ 51,600
Salaried Employee	\$ 31,988	\$ 31,988	\$ 31,988	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Part Time Salaries	\$ 16,251	\$ 14,060	\$ 14,060	\$ 20,000	\$ 23,000	\$ 26,000	\$ 29,000
Taxes, License, Fees	\$ 4,808	\$ 6,459	\$ 6,459	\$ 9,000	\$ 11,000	\$ 13,000	\$ 15,000
Office	\$ 4,530	\$ 4,581	\$ 4,581	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Insurance	\$ 3,618	\$ 3,585	\$ 3,585	\$ 4,000	\$ 4,500	\$ 5,000	\$ 5,500
R&M	\$ 26,895	\$ 15,242	\$ 15,242	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Supplies	\$ 5,243	\$ 4,047	\$ 4,047	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Utilities	\$ 13,354	\$ 15,201	\$ 15,201	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Misc.	\$ 365	\$ 624	\$ 624	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
TOTAL EXPENSES:	\$ 139,040	\$ 127,775	\$ 127,775	\$ 148,100	\$ 158,100	\$ 168,100	\$ 178,100

NET INCOME:	\$ 48,312	\$ 67,608	\$ 67,608	\$ 72,719	\$ 82,719	\$ 92,719	\$ 102,519
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Gross Sales



TOTAL EXPENSES



Management Summary

Wildcat Lanes LLC was founded and run by Darin and Jessi Jensen. Darin and Jessi both graduated from Wayne State College with degrees in Ag-Business and Math Education, respectively. Both Darin and Jessi are active in bowling leagues, bowling tournaments in the area, and also attend USBC Bowling Nationals 7 years running. Darin works as a part time farmer on his family farm and also works for a flour milling company as Vice President of Quality and Food Safety and has been in the industry for over 20 years. Jessi is a Math Teacher for Norfolk Public Schools and has been teaching for 20 years.

Wildcat Lanes LLC ownership is devised as Darin and Jessi Jensen as Managing Partners with 100% ownership.

Personnel Plan

The hourly staff will stay the same with the addition of one or two part-time employees as the business grows. The Owners contribution on renovations being performed will be included in the owners' equity of Wildcat Lanes LLC. Any part time help the Owners work will be at minimum wage.

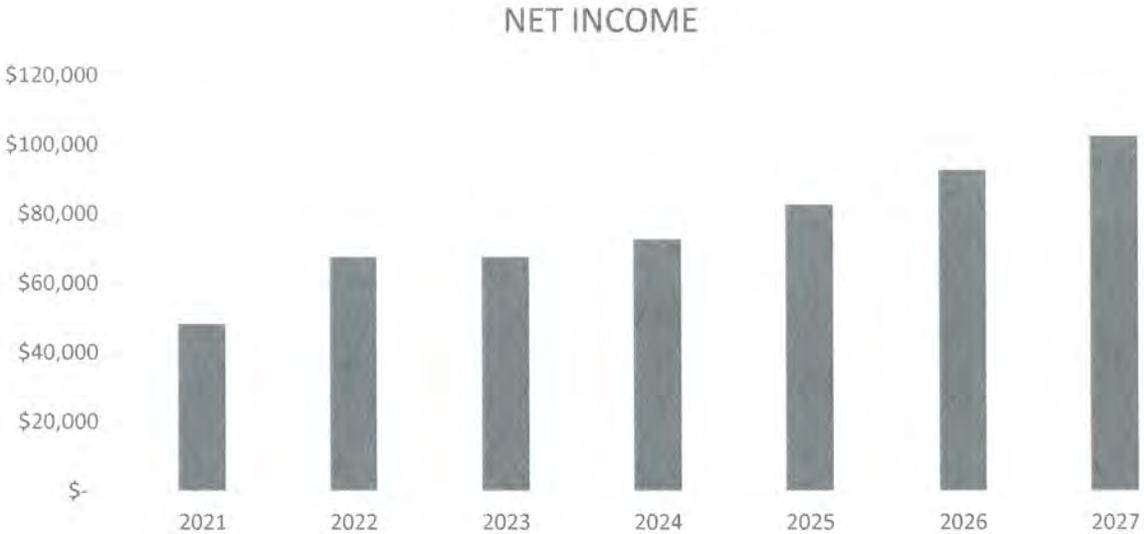
Financial Plan

Wildcat Lanes financial plan is conservative to start while maximizing their relationships and knowledge in marketing. With sufficient start-up funding, they will be able to not only complete renovations that are needed, but train and hire enough staff to provide a full-service, fun, safe, and clean environment for their bowlers and bar patrons. Wildcat Lanes have accomplished 50% of the total price funding with available cash. The first two years will be the slimmest in increase of net profit as they establish a

reputation among their target groups and build market share. However, their sales forecasts are based on sound research, and are conservative. Wildcat Lanes will focus on aggressive marketing and limiting expenses during these early years to achieve their long-term goals.

Projected Profit and Loss

The following table indicates the projected profit and loss. Also, the table below shows the Net Income projections over the next 4 years.



APPLICATION FOR TEMPORARY OPERATING PERMIT

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

PHONE: (402) 471-2571

FAX: (402) 471-2814

website: www.lcc.nebraska.gov

Name of current licensee (seller): Ric Barner

Name of applicant (buyer): Darin Jensen

On this date 05/20/2024 buyer and seller entered into a contract for sale of the alcohol
(date)

related business known as: Wildcat Lanes
(Name of business currently licensed)

Located at:

1221 Lincoln Street

Wayne

NE 68787

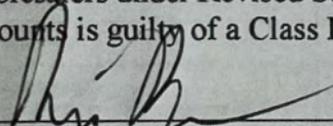
(Street Address)

(City)

(Zip Code)

Requested effective date of Temporary Operating Permit: 06/03/2024
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.


Signature of Seller

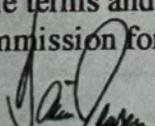
Ric Barner

Printed Name

05/20/2024

Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.


Signature of Buyer

Darin Jensen

Printed Name

05/20/2024

Date

APPLICATION FOR TEMPORARY OPERATING PERMIT

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

Name of current licensee (seller): Malachi Inc.

Name of applicant (buyer): Wildcat Lanes, LLC.

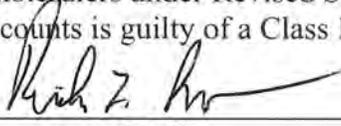
On this date 05/28/2024 buyer and seller entered into a contract for sale of the alcohol
(date)

related business known as: Wildcat Lanes
(Name of business currently licensed)

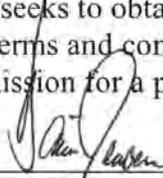
Located at:
1221 Lincoln Street, Wayne, NE 68787
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: 06/03/2024
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

 Ric Barner 05/28/2024
Signature of Seller Printed Name Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.

 Darin Jensen 05/28/2024
Signature of Buyer Printed Name Date

ACCOUNTSERVICING



Your payment has been successfully submitted. Please make a note of the confirmation number shown below or print this page for your records. A confirmation email has also been sent to the email address shown below. Please call the toll free number on your invoice if there are questions.

Confirmation Number I29MR105Y9

Account Details

Name On Account: Wayne, City of
Email Address: DAWN@CITYOFWAYNE.ORG

Payment Details

Payment Method: STATE NEBRASKA BANK AND TRUST, Checking ending in 0215
Payment Date: 06/04/2024
Payment Amount: \$175.92

Additional Payment Details

Invoice Number: 36548402
Agreement Number: 016-1528600-000
Company Name: Wayne, City of



NORTH

148.0'

1 S NB
BOWLING ALLEY
11885.5 SF

101.0'

CONC PAVING
7197.5 SF

12.5'

39.0'

150.0'

RESOLUTION NO. 2024-30

A RESOLUTION APPROVING SCOPE OF SERVICES AND TASK ORDER NO. 240725 WITH JEO CONSULTING GROUP, INC., FOR THE “2024 WATER SUPPLY WELL PROJECT.”

WHEREAS, the Wayne City Council, on December 5, 2023, appointed JEO Consulting Group, Inc., as the special engineer on various City of Wayne Projects; and

WHEREAS, JEO Consulting Group, Inc., has prepared a Scope of Services and Task Order for a project titled: “2024 Water Supply Well Project:” and

WHEREAS, said additional engineering services for this project is estimated to be \$126,350 (lump sum method of payment) for design and bidding services and \$52,605 (standard hourly rates method of payment) for construction management and project oversight services; and

WHEREAS, said amounts above do not include the 5% discount as per the Master Services Agreement entered into on July 2, 2019.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Scope of Services and Task Order No. 240725 between the City of Wayne and JEO Consulting Group, Inc., is hereby approved for the “2024 Water Supply Well Project.”

PASSED AND APPROVED this 18th day of June, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Exhibit B

This is Task Order No. 240725,

Consisting of 4 pages

Task Order

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated July 9, 2019 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: Wayne NE 2024 Water Supply Well
- B. Description: Assist Wayne with designing, bidding, and construction of a new water supply well.

1. Services of Engineer

See Attachment "A".

2. Owner's Responsibilities

Exhibit "A" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Phase	Completion Days
Study and Report	N/A
Preliminary Design	90
Final Design	90 Days
Bidding & Negotiation	60 Days
Construction	Varies by manufacturer
Post-Construction	N/A
TOTAL	N/A Days

4. Payments to Engineer

A. For Lump Sum Method of Payment:

- 1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$126,350 based on the following assumed distribution.
- 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Owner.

EXHIBIT A

SCOPE OF SERVICES

2024 NEW WELL IMPROVEMENTS WAYNE, NEBRASKA JEO PROJECT # 240725

Well Design Services

Project Description: Provide engineering design and construction services to assist the Owner in coordinating and designing of the 2024 New Well Improvements. Improvements include the installation of a new well with a vertical turbine pump, piping and valving, electrical system, generator, and new well building with electrical and control panel. Design and construction documents to integrate with the existing SCADA system. Well pump motor to be equipped with a Variable Frequency Drive (VFD). The new well will be connected to the existing water transmission main. Design to integrate into the existing controls. The building will include rooms for chlorine and fluoride systems and equipment to be included with the project.

Preliminary Design Phase

- A. Attend Initiation/Kick-off Meeting with Owner (1 meeting). Meeting agenda to include:
 - a. Review the scope, schedule, and project requirements.
 - b. Review the available data.
 - c. Review the proposed well site. The plan is to utilize area around the existing north well field.
 - d. Review the proposed water main route to connect to the existing transmission main. The plan is to remain on property the city has legal access to and county right of way as necessary.
 - e. Engineer will also ask for any specific requirements or concerns from the Owner about the project.
- B. Review geologic data available from LENRD and city's files to assist with siting of new well in north well field.
- C. Assist with NDEE Well Siting application and approval.
- D. Contact the local NRD about well permit application for project construction as necessary. NRD permit application will be specified to be formally applied for by the well drilling contractor during production well construction.
- E. Design will be based on historical samples collected to develop the adjacent wells.
- F. A test well will be proposed and included in the construction process as an initial step to confirm the assumed design conditions. The engineer will use information from the test well results for design parameters to confirm final design of the new well.
- G. Provide engineering surveys necessary to obtain and develop design data, to develop horizontal and vertical control, and to develop topographic survey of the project site. Schedule utility location information and incorporate on preliminary plans (gas, telephone, electrical). Plot existing field data in AutoCAD.
- H. Evaluate well casing size, pump capacity, water main size and material requirements.
- I. Electrical engineer to make a site visit to review existing electrical service.
- J. Prepare a 30% complete preliminary set of plans.
- K. Perform an internal quality assurance and quality control (QA/QC) review of the preliminary plans.
- L. Review alternatives for major construction materials and equipment.
- M. Prepare 70% complete preliminary plans and specifications. Plans and specifications to include:
 - a. General location maps.
 - b. Survey control sheets.
 - c. Well profile and piping sheets with corresponding technical specifications.
 - d. Water main plan and profile sheets with corresponding technical specifications.
 - e. New well building to utilize block walls, interior rigid insulation, kemply sheeting, and hollow core planks for a roof covered by insulation and a membrane.
 - f. New well piping manifold details in new building.
 - g. Electrical sheets with corresponding technical specifications including new control integration with existing controls and new standby generator design.
 - h. Chemical feed systems for fluoride and chlorine to be included.

EXHIBIT A

- i. Project specifications complete with bidding and contract documentation.
- N. Perform an internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- O. Present 70% complete preliminary design to Owner and review in detail with the Owner's designated representative(s). Review proposed equipment and preliminary opinion of cost. (1 meeting).

Final Design Phase

- A. Revise plans and specifications based on the QA/QC comments and the 70% complete design meeting with the owner.
- B. Finalize construction drawings and specifications subject to Owner's approval.
- C. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- D. Present completed final documents (Plans, Specifications, and Contract Documents) to Owner for review, approval, and review in detail by attending up to one (1) meeting with Owner, as necessary, to present Final Design Documents and Opinions of Cost.
- E. Submit final plans, specifications, and bid documents to the Nebraska Department of Environment and Energy (NDEE) Regulations and Licensure. Owner to pay all permit fees.
- F. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

Bidding and Negotiation Phase

- A. There will be one bid opening for the water well and building construction.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Respond to inquiries from prospective bidders and prepare any addenda required.
- D. Assist the Owner in securing construction bids for the project.
- E. Assist the Owner at the bid opening.
- F. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- G. Prepare and submit necessary information to the Owner for project award approval.
- H. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel.

Construction Administration Phase

- A. Schedule and conduct one Pre-construction Conference, on site, for all the proposed improvements. (1 meeting)
- B. Provide horizontal and vertical control for the project. Set stakes for line, grade, and location of proposed improvements.
- C. Provide interpretation of the plans and specifications, when necessary.
- D. Review shop drawings and related data supplied by the Contractor.
- E. Process Contractor's monthly payment estimates and present to Owner and review.
- F. Consult with and advise Owner during construction.
- G. Upto three (3) construction progress meetings.
- H. Review Geotechnical soil testing results, as needed. Owner to contract with geotechnical company directly for geotechnical testing services.
- I. Recommend to the Owner the acceptance of the projects and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
- J. Prepare Record Drawings.
- K. Send completion notice to NDEE.

Resident Project Representative (RPR)

- A. JEO will furnish a Resident Project Representative (RPR) to observe construction progress and quality of the work.

EXHIBIT A

- B. The duties and responsibilities of the RPR are generally described as follows:
1. Review of contractors work for general compliance with the plans and specifications.
 2. Complete Construction Observation Reports when on site.
 3. Coordinate pay quantities with Contractor and Engineer.
 4. Assist in the review of shop drawings.
 5. Review of materials delivered to the site for specification compliance.
 6. Assist the Engineer in interpretation of the plans and specifications to the contractor.
 7. Review and coordinate materials testing by assigned testing firm.
 8. Attend pre-construction and progress meetings.
 9. Compile records for use in preparing record drawings.

Meetings Included in the Scope of Services

- A. Kick-off Meeting. (1 meeting)
- B. 70% Review Meeting with City's Designated Representative(s). (1 meeting)
- C. Present Final Plans to City Council for approval. (1 meeting)
- D. Assist the Owner at the bid opening. (1 meeting)
- E. Pre-Construction Meeting with city staff and contractor. (1 meeting)

Additional Services Not Included, But Can Be Included If Requested

- A. Floodplain, Storm Water Pollution Prevention Plan (SWPPP), or other environmental permitting, not outlined in the scope of services. All environmental permitting will be performed on an hourly basis as needed.
- B. Review of Geotechnical soil and concrete testing results. Testing to be paid for by Owner if deemed necessary.
- C. Hydraulic water system modeling.
- D. New control system design.
- E. DNR or NRD permit applications. These are typically completed by the well driller as part of their services.
- F. Legal descriptions for property acquisitions and easements, annexation or platting services.
- G. Meetings not outlined in the scope of services.
- H. Any other item not outlined in the scope of services.

Project Timeline

- A. Design plans, specifications, and bid documents to be provided approximately 180 days after authorization is given to proceed with the Design.
- B. Bidding and Construction services shall be provided as the city elects the project timeline to proceed.

RESOLUTION NO. 2024-31

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT TO SHARE
LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND
WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.**

WHEREAS, the City of Wayne is desirous to enter into another Interlocal Agreement with the Wayne Community School District #90-0017 for the purpose of providing a School Resource Officer at the School during the 2024/2025 school year; and

WHEREAS, a copy of the proposed Interlocal Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement between the City of Wayne and Wayne Community School District #90-0017 is hereby approved, and the Mayor is hereby authorized to execute the same.

PASSED AND APPROVED this 18th day of June, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**AN INTERLOCAL AGREEMENT
TO SHARE LAW ENFORCEMENT RESOURCES
BETWEEN THE CITY OF WAYNE AND
THE WAYNE COMMUNITY SCHOOLS BOARD OF EDUCATION 90-0017**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the “City” and the Wayne Community Schools Board of Education 90-0017, hereinafter called the “School District” which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the School District to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety; and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly; and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers; and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the city’s law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the School District do hereby agree to the following:

1. Authority and Purpose

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 *et seq.*, (the “Act”), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. The School District and the City are public agencies within the meaning of the Act.
- b. The City has the authority to provide law enforcement services and the School District has the authority to ensure safety services on the Wayne

Community Schools campus (the “Campus”), and to enter into any contracts to effectuate this authority and responsibility.

- c. It is the purpose of this Agreement for the School District and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

2. Administration of Agreement

- a. The City and the School District will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Superintendent of Wayne Community Schools, or his/her identified designee, will be the School District’s contact person for the purpose of this Agreement (see Section 17).
- b. No separate legal or administrative entity is created under this Agreement.

3. Law Enforcement Services to Be Provided by The City

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the “School Resource Officer,” to the School District for ~~ten (10)~~ **fifteen (15)** hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending when school dismisses for the school year.
- b. The School District arranged and paid expenses for the required 20 hours of training within six months of the beginning of the 2023-24 school year. Should a new officer be assigned for future school years, the School District will do the same;

4. Community Policing & Crime Prevention

- a. The School District and the City recognize that positive interaction between the School Resource Officer, students, faculty and staff is beneficial to both parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.
- b. To provide a community policing presence, the School Resource Officer will attend School District meetings and activities as part of his/her assigned duties, as requested by the School District and as he/she is available. The

School Resource Officer will be an active member of the School District Safety Committee.

- c. The City will not provide overtime pay for the School Resource Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- d. The School Resource Officer will meet regularly with the Principal and Superintendent.

5. Use of Equipment

- a. The Police Department will provide the School Resource Officer with all uniforms, equipment, leather, firearms, and continuing education at all times relevant to this Agreement.
- b. The City will provide a vehicle for the School Resource Officer to use.

6. Direct Oversight of the Agreement to Provide Police Coverage on Campus

Certified Police Officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his/her designee.

The School Resource Officer is not to be deemed an employee of the School District and has no authority to make any binding commitments or obligations on behalf of the School District except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the School Resource Officer is the responsibility of the City of Wayne.

The Chief of Police will communicate regularly with the Superintendent or his/her designee and the School Principals review and evaluate the provisions of this Agreement.

7. Fees for Service

The total charge to the School District by the City for the above defined law enforcement services shall be a total of ~~\$35.00~~ **\$44.00** per hour and based on 15 hours per week. For the first year (August 1, 2024-May 31, 2025) to be paid in ten (10) monthly installments. The School District and City will confirm by May 1st the actual cost for the following year.

8. Agreement Duration

The term of this Agreement shall be for one (1) year commencing on August 1, 2024, except that either the City or the School District may execute a written sixty (60) calendar day notice to quit or withdraw from the Agreement. Terms of the agreement for subsequent school years will be agreed upon by both parties on or about May 1, 2025.

9. Agreement Amendments

This Agreement may be amended at any time by the written agreement of both parties.

10. Indemnification

To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

11. New Employee Work Eligibility Status.

Employee Work Eligibility Status. The City is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The City understands and agrees that lawful presence in the United States is required and the City may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

12. Liability Insurance Requirements

The City is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a four (4) million-dollar umbrella. The City's insurance policy shall be primary and non-contributory. The School District shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the School District. A

By: _____

Name: Cale Giese
Title: Mayor

Name: Mark
Title: Superintendent

Attested By: _____
City Clerk

Date: _____ Date: _____

copy of the certificate shall be provided to the School District.

The designated School District representative for purposes of monitoring and oversight of this Agreement is the Superintendent of Schools or his/her designee.

This Agreement is hereby executed by the City of Wayne and the Wayne Community Schools Board of Education, upon the respective dates set forth following the executory signature attached to this Agreement.

RESOLUTION NO. 2024-32

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR AN ELECTRIC POWER TRANSFORMER AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans and specifications, as prepared by the City's Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City's Engineer.

PASSED AND APPROVED this 18th day of June, 2024.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

Project Manual

Furnishing an Electric Power Transformer



Wayne, Nebraska

June 2024

DGR Project No. 412307



BIDDING DOCUMENTS
FOR
FURNISHING AN ELECTRIC
POWER TRANSFORMER

CITY OF WAYNE
WAYNE, NEBRASKA

Contact persons for this project are as follows:

**Owner's
Representatives:**

City of Wayne
306 Pearl St.
Wayne, NE 68787
402-375-1733

Clayton Dredge
Electric Superintendent
E-mail: cdredge@cityofwayne.org

Wes Blecke
City Administrator
E-mail: wblecke@cityofwayne.org

Engineer:

DGR Engineering
1302 South Union Street
Rock Rapids, Iowa 51246
Telephone 712-472-2531

Paul A. Davis, P.E.
Project Manager
E-mail: paul.davis@dgr.com

Brendan Metzger
Project Engineer
E-mail: brendan.metzger@dgr.com

BIDDING DOCUMENTS
FOR
FURNISHING AN ELECTRIC
POWER TRANSFORMER

CITY OF WAYNE
WAYNE, NEBRASKA

	I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Nebraska.	
	By _____	6/XX/2024
	Paul A. Davis Paul A. Davis, P.E.	(Date)
	License Number <u>E-12155</u>	
Pages or sheets covered by this seal: <u>All bound pages.</u>		

DGR Project No. 412307

DGR Engineering
1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

BIDDING DOCUMENTS
FOR
FURNISHING AN ELECTRIC
POWER TRANSFORMER

CITY OF WAYNE
WAYNE, NEBRASKA

TABLE OF CONTENTS

	<u>Page No.</u>
Advertisement for Bids	AB-1 – AB-1
Instructions to Bidders.....	IB-1 – IB-5
Bid Bond.....	C-430-1 – C-430-2
Bid Form.....	BF-1 – BF-4
Performance Bond.....	C-610-1 – C-610-2
General Requirements	GR-1 – GR-5
Technical Specifications.....	TS-1 – TS-24
Material Agreement.....	MA-1 – MA-4

Appendix:

- Appendix A: Existing Unit Nameplate

CITY OF WAYNE ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by the City Administrator of the City of Wayne, Nebraska located at 306 Pearl Street, Wayne, NE 68787, until **2:00 PM CDT on July 31, 2024**, for Furnishing a 67/13.8 kV Power Transformer for the Northeast Substation for City of Wayne, Wayne, Nebraska. At said time and place, bids will be publicly opened and read aloud.

The material required is as follows:

**16.8/22.4/28 MVA at 65°C, ONAN/ONAF/ONAF,
67 kV Delta to 13.8 GRDY/7.97 kV with LTC and accessories**

The above work shall be in accordance with the specifications and proposed form of contract now on file in the office of the City in said City of Wayne, Nebraska, by this reference made a part hereof, as though fully set out and incorporated herein.

Each bid shall be made out on bid forms furnished by the Engineer and shall be accompanied by either a certified check or a bid bond executed in an amount of not less than five percent (5%) of the amount of the Bid. The bid security shall be made payable to the City of Wayne. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City of Wayne as liquidated damages in the event the successful bidder fails or refuses to enter into a contract and post a satisfactory Performance Bond. Bids received after the time set for the opening of bids will be returned to the bidder unopened.

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the office of DGR Engineering, Rock Rapids, Iowa, telephone (712) 472-2531, fax (712) 472-2710, website www.dgr.com, e-mail dgr@dgr.com, no deposit required.

Upon shipment of the complete equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped and installed. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier ninety-five (95%) of the contract price of the material.

The Owner shall within thirty (30) days after final completion, field assembly, testing, required test reports, record drawings, final documentation and certification by Engineer, pay the Supplier the remaining 5% of the contract price.

All materials shall be delivered by the dates set in the Specifications.

The Wayne City Council reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are opened and no bid may be withdrawn during this period. The City Council also reserves the right to reject any or all bids and enter into such contract as it shall deem to be in the best interest of the City of Wayne.

CITY OF WAYNE, NEBRASKA

By /s/ Wes Blecke
City Administrator

INSTRUCTIONS TO BIDDERS

1.01 FAMILIARITY OF CONDITIONS:

- A. Bidders are required to examine to their satisfaction, the plans and specifications and to make sure that the requirements are fully understood. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding their bid.

1.02 BIDDERS QUALIFICATIONS:

- A. Bidder must be capable of performing the work bid upon. The lowest responsive Bidders will be required to satisfy the Owner as to their integrity, experience, number of employees, equipment, personal, and financial ability to perform and ability to finance the cost of the work.
- B. If the information and data requested by the Owner is not furnished, the Owner may consider the Bidder non-responsive or non-responsible. The Owner reserves the right, in its sole and absolute discretion, to accept the bid of a Bidder despite the fact that said Bidder has not submitted any information, list, data or statement requested.
- C. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

1.03 METHOD OF BIDDING:

- A. Bids shall be submitted on a unit price or lump sum basis as stated on the Bid form. In preparing a bid, the Bidder shall specify the price, written legibly in ink or typewritten, at which the Bidder proposes to do each item of work. The price shall be stated with respect to each and every alternate item, whether an add alternate, or a deduct alternate. Failure to state a price for any alternate bid item may constitute a non-responsive bid that will not be considered. The prices shall be stated in figures. In items where unit price is required, the total amount for each item shall be computed at the unit prices bid for the quantities given in the estimate. In the event of discrepancies in the unit price extensions listed in the bid, unit prices shall govern.
- B. For all work let on a unit price basis, the Engineer's estimate of quantities shown on the bid is understood to be approximate only and will be used only for the purpose of comparing bids. For work let on a lump sum basis, any estimate of quantities provided is furnished for the convenience of Bidders and is not guaranteed.

1.04 **BID SECURITY:**

- A. Each bid shall be accompanied by bid security as specified in the Advertisement for Bids and made payable to the Owner. Should the bidder receiving the award fail to execute a satisfactory contract and file acceptable bonds within ten (10) days after the award of contract, the Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if Bidder defaults.
- B. The bid security of unsuccessful Bidders will be returned promptly after the award has been made. In no case will the bid security be held longer than thirty (30) days without written permission of the Bidder, except that the bid security of the Bidder to whom the contract is awarded will be retained until he or she has entered into contract and filed an acceptable bond.

1.05 **TAXES:**

- A. The prices for material items in all Bids shall not include provisions for the payment of any sales taxes payable to the State of Nebraska.

1.06 **ALTERNATE MATERIALS:**

- A. Requests for approval of 'or-equal' materials and equipment shall be submitted to the Engineer in writing at least fifteen days prior to receipt of bids. Each request shall conform to the terms and conditions of the bidding documents and to the type, function, and quality standards of approved materials and equipment. The burden of proof of the merit of proposed 'or-equal' materials and equipment is upon the Bidder. The engineer's decision of approval or disapproval of a proposed 'or-equal' item will be final. No substitution shall be approved except by a written addendum issued to all prospective Bidders.
- B. Bidders may submit bids for alternate materials which do not meet all the detailed requirements of the specifications. Such submissions shall be in addition to the basic bid which shall comply with all requirements of the specifications. Bid evaluation and contract award will be made based on the base bid. Alternate materials will then be considered, and the final contract amount adjusted accordingly if the Owner decides to accept bids for alternate materials. In submitting bids for alternate materials, Bidders shall submit manufacturer's data and note the exceptions to the requirements of the plans and specifications.

1.07 **TERMS AND CONDITIONS:**

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions, but shall not include any other terms and conditions to this bid. Attachment of additional terms and conditions shall be grounds for disqualification of the submitted bid.

1.08 CHANGES IN QUANTITIES:

- A. NOT USED.

1.09 SUBMISSION OF BIDS:

- A. Bidders will be furnished with bid form(s) giving the estimate of quantities needed to complete the work. Two copies of the completed bid form(s) and all supporting documentation shall be included with the bid.
- B. If the bid is made by an individual, his or her name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the bid must name the state under the laws of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a bid as agent may be required to submit satisfactory evidence of his or her authority to do so.
- C. Any changes or alterations made in the official bid form, or any additions thereto, may result in the rejection of the bid. No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Owner. Bids in which the unit prices are obviously unbalanced may be rejected.
- D. Should the Bidder find discrepancies, ambiguities or omissions from these documents, they should immediately notify the Engineer and an addendum will be sent to all known entities holding copies of the Bidding Documents.
- E. Two (2) copies of each bid form and all supporting documentation shall be provided. Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – Furnishing an Electric Power Transformer" to indicate its contents. If forwarded by mail, the envelope shall be mailed to the following address:

City of Wayne
Attn: Betty McGuire
306 Pearl Street
Wayne, NE 68787

- F. Receipt of any Addenda must be acknowledged on the bid form or a copy of any addenda relating to the bid shall be signed and attached to the bid.

1.10 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. Upon receipt of such notice, the unopened bid will be returned to the Bidder.

- B. If a Bidder wishes to modify its bid prior to bid opening, Bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of bids.
- C. No bid may be withdrawn for a period of thirty (30) days after the scheduled date and time for the receipt of bids.

1.11 CONTRACT AWARD:

- A. Award of the Contract, if an award is made, will be on the basis of the base bid and/or any alternate bid(s) chosen by the Owner, as is in the best interest of the Owner. It is the intent of the Owner to award one (1) Contract for the Power Transformer as is deemed to be in the best interest of the Owner. The effect of the base and evaluated costs, dimensions and the experience record of the Bidder on units of similar size and rating will also be considered in evaluating the bids. This will include the location of manufacturing and assembly and as it relates to BABAA. The Owner reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the Owner. In addition to cost, other items that will impact the award decision include the following:
 - 1. Relevant experience with installations of similar size and type.
 - 2. Support capabilities.
 - 3. Ability to meet desired delivery schedule.
 - 4. Conformance to project specifications.
 - 5. Life cycle and maintenance costs.
 - 6. The Owner's and Engineer's experience with the units manufactured by the Bidder.

1.12 PERFORMANCE BOND:

- A. The Bidder to whom the contract is awarded shall furnish a Performance Bond in an amount equal to the total amount of the bid guaranteeing the faithful performance of the work in accordance with the terms of the contract. Such bond shall be with a surety company authorized to do business in the State of Nebraska and in form acceptable to the Owner. Any costs associated with procuring the necessary bond shall be included in the bid prices.

1.13 EXECUTION OF CONTRACT:

- A. The Bidder to whom the contract has been awarded shall enter into contract with the Owner within ten (10) days after the award has been made.

- B. No bid shall be considered binding upon the Owner until the contract is properly executed by both parties and all required bonds are filed.
- C. The contract, when executed, shall be combined with all the Contract Documents identified in the Material Agreement representing the entire agreement between parties. The Bidder shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

1.14 DELIVERY AND ASSEMBLY DATES:

- A. The Bidder shall provide guaranteed completion dates in the locations provided on the Bid Form. The Owner is targeting **July 13, 2026** timeframe for delivery of the power transformer. Owner will consider earlier delivery dates if available from Supplier.
- B. **Delivery of the transformer to the Northeast Substation will be completed by the Supplier. Offloading and placement on the pad will be completed by the Supplier.** The Owner reserves the right to deduct from the contract price \$500 per day for each calendar day after July 13, 2026 that the transformer is not delivered to the site. This price reduction shall be in lieu of proving an actual loss via legal or arbitration proceeding.
- C. **Field assembly and testing work shall be completed by the transformer manufacturer or an appointed representative within seven (7) days of delivery to the site.** The Owner reserves the right to deduct from the contract price \$500 per day for each calendar day after the required field installation and testing date that the transformer is not installed and tested. This price reduction shall be in lieu of proving an actual loss via legal or arbitration proceeding.
- D. The Owner agrees to indemnify the Supplier for circumstances beyond his control, including acts of God, acts of government, and related circumstances. Actions that cause delivery delays that are under the control of the Supplier are failure to allow sufficient time for manufacturing, failure to inform the Engineer of changes in the manufacturing schedule, or lack of cooperation in establishing effective measures by which delays could be minimized.
- E. The Supplier shall provide monthly progress reports to the Engineer during the manufacturing of the transformer.

1.15 BUILD AMERICA BUY AMERICA ACT (BABAA) REQUIREMENT

- A. Consistent with the Build America Buy America Act Requirement, the Supplier must ensure:
 - 1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The costs of components of a manufactured product are determined in accordance with 2 CFR 184.5.
 3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for the meaning of “all manufacturing processes” for specific construction materials.
- B. The Supplier shall provide proof of compliance with the above BABAA requirement.
- C. The Owner **WILL** consider bids that do not meet the BABBAA requirements.

* * * END OF SECTION * * *

BID FORM

TO: City of Wayne
Wayne, Nebraska

FROM: Bidder's Name _____
Address _____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Nebraska upon the sale, purchase or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor. If the bids are subject to material pricing escalation/de-escalation, the Supplier shall include the formulas, current price index values, quantity of materials, etc. for price adjustment.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site, in Wayne, Nebraska, F.O.B. the job site, and field assembly and testing as detailed in the specifications. Field assembly and testing of the transformer shall be completed no later than seven (7) days after delivery.
4. Title to the equipment shall pass to the Owner after all required field testing has met the requirements of the specification and the test results have passed the requirements.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.

BID FORM
FURNISHING ELECTRIC POWER TRANSFORMER
CITY OF WAYNE

SECTION 7: POWER TRANSFORMER PRICING

The Firm, being familiar with all the details, conditions, and requirements hereby proposes to furnish a power transformer with load tap changer and other accessories as specified with the following maximum guaranteed loss characteristics according to the following amounts.

The Supplier shall provide a Base and Alternate Price according to the specified capacity ratings (MVA).

Item Number	Description	Base Bid Price 67 kV Delta to 13.8 kV GRDY/7.97 kV 16.8/28 MVA 65°C
7A	Base Price (Including Transportation and Offloading)	\$
7B	Field Services (Assembly & Testing)	\$
7C	Total Purchase Price (7A+7B) =	\$

SECTION 8: PRICE EVALUATION INFORMATION

The Supplier shall provide the following guaranteed maximum loss (kW) information for the Owner to complete evaluation of the Proposals. The Owner will evaluate Proposals based on the Firm's ability to meet the schedule and technical requirements of the specifications.

Item Number	Description	Base Bid Price 67 kV Delta to 13.8 kV GRDY/7.97 kV 16.8/28 MVA 65°C
8A	**No-Load Loss, 20°C (kW)	
8B	Total loss @ base MVA, 85°C (kW)	
8C	Load loss (8B - 8A) (kW)	
8D	Total Purchase Price (7C)	\$
8E	(8A) x \$6,220 =	\$
8F	(8C) x \$570 =	\$
8G	Total Evaluation Price (8D + 8E + 8F) =	\$

**BID FORM
FURNISHING ELECTRIC POWER TRANSFORMER
CITY OF WAYNE**

SECTION 9: SUPPLEMENTAL PROPOSAL INFORMATION

The Bidder shall provide the following information for the Owner to ensure the delivery, transportation and other requirements of the Specifications are met by the Bidder. Liquidated damages apply to delivery and installation requirements.

Description	Base Bid Price 67 kV Delta to 13.8 kV GRDY/7.97 kV 16.8/28 MVA 65°C
Guaranteed Sound Levels (dB):	
Guaranteed Auxiliary Losses (kW):	
Weight, Core and Coils (lbs.)	
Weight, Tank and Fittings (lbs.)	
Weight, Oil (lbs.)	
Weight, Total (lbs.)	
Oil Capacity (gal.)	
Dimension, Height (in.)	
Dimension, Width (in.)	
Dimension, Depth (in.)	
Guaranteed Delivery Date (MM / DD / YYYY):	
Warranty duration included with Bid Price:	
Truck or Rail Delivery*:	
Circular Layer:	
Winding Material and Type:	
Shipped with or without oil**:	
Complies with BABAA (Y/N)	
Supporting documents attached:	
* If rail delivery is used, the Supplier shall furnish transportation and loading of the transformer from the appropriate rail siding to the job site.	
** If the unit is to be filled in the field, the cost of performing this task shall be included and completed by the Firm after delivery.	

Dated this ____ day of _____, 20____.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Email _____

Telephone No. _____

*If rail delivery is used, the Supplier shall furnish transportation and loading of the transformer from the appropriate rail siding to the job site.

**If the unit is to be filled in the field, the cost of performing this task shall be included and completed by the Bidder after delivery.

DRAFT

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY:

- A. Materials shall be supplied as specified herein, and shall be in accordance with the applicable NEMA, ANSI, IEEE, IPCEA, ASTM Standards, NEC, and the Standards of the Underwriter's Laboratory.

1.02 CONTRACT AWARD:

- A. The Owner will award one (1) contract for the Power Transformer as deemed in the best interest of the Owner. The following dates represent the proposed schedule for this Contract:

July 31, 2024 at 2:00 PM	Bid Opening
August 20, 2024	Estimated Council Awards Contract
July 15, 2026+	Delivery of Power Transformer
Within 7 days after delivery +	Field assembly and testing complete

+ Contract price deductions (liquidated damages) apply to these dates.

1.03 SUBMITTALS:

- A. In addition to any drawings and data submitted with the bid, the Supplier, after award of the contract and before proceeding with the manufacture of the material, shall furnish the Engineer electronic copies of all design calculations, data sheets and drawings covering the design and installation of the material for approval.
- B. The Supplier shall submit structural details and drawings of the transformer outline, schematics, and wiring diagrams for approval. All drawings shall be approved prior to fabrication.
- C. The Supplier shall be responsible for all drawings required to fully document the function of all equipment internal to the control panels. The Supplier shall also note external equipment connections on the wiring diagrams.
- D. The Supplier shall supply to the Engineer an electronic copy in .pdf and an AutoCAD compatible format of each of the above-mentioned drawings for all submittals.
- E. Drawings submitted shall be in 11 x 17 format.

- F. Drawings shall be transmitted with a cover letter and such letter shall indicate the submittal numbers, drawings included in transmittal, and date sent to the Engineer.
- G. Approval of final Supplier's drawings or data by the Engineer shall not relieve the Supplier of any part of his responsibility to meet all the requirements of this specification or as to the correctness of his drawings and data. Further, approval of the Engineer does not relieve the Supplier of responsibility for the adequacy of the design.
- H. Shop drawings for all material shall be submitted within 12 weeks of award.
- I. Allow 3 weeks for the Engineer's review of the shop drawings.
- J. See the Technical Specifications for additional submittal requirements.

1.04 SHIPPING AND DELIVERY PROCEDURES:

- A. The Bid(s) shall include F.O.B to the transformer pad at the project location in Wayne, NE. The site address is listed below:

Northeast Substation
1402 Centennial Rd
Wayne, NE 68787
- B. Supplier shall notify the Owner and Engineer when equipment is ready for shipment **at least 14 days prior to delivery**. In addition, seller shall advise the Engineer of method of shipment, projected routing and estimated time in shipment.
- C. Supplier shall notify the Owner by telephone when equipment is ready for shipment, **AT LEAST 4 WORKING DAYS PRIOR TO DELIVERY**. The City of Wayne Electric Distribution Superintendent (Clayton Dredge) can be notified Monday-Friday at (402)-641-5484.
- D. Title to the equipment shall pass to the Owner upon acceptance testing and checkout of the equipment and receipt of all required documentation.
- E. Deliveries Accepted: Monday-Thursday, 8:00 AM – 3:00 PM, working days only.
- F. Supplier shall also coordinate delivery in advance with the substation construction Contractor to ensure that site preparations are complete and the Contractor can schedule to be on-site during delivery of the equipment.
- G. The Supplier shall coordinate delivery locations with the Owner and Engineer.
- H. The seller shall investigate all limitations in regard to shipping the equipment and include the costs for such limitations in the Bid. The transformer shall be shipped as completely assembled as transportation limits allow.

- I. The transformer shall be shipped on a cushioned low-boy truck recently inspected and determined to be 100 percent operable, or other means agreed to by Owner. If rail delivery is used, the Supplier shall furnish transportation and loading of transformer from the appropriate rail siding to the job site.
- J. A minimum of two (2) separate three-directional impact recorders shall be installed on the truck, railroad car, or any other means of transportation for the transformer during the entire shipping process. The impact recorders shall be mounted on the truck, railcar, or other transportation means prior to shipment. Correct operation of all impact recorders shall be confirmed before shipment leaves the factory. Impact recorder results shall be provided to the Engineer, in an electronic file format via E-mail.
- K. The transformer shall be shipped with the vacuum/pressure gauges installed and connected. Prior to shipment, the seller shall affix signed and dated weatherproof tags to the vacuum/pressure gauges listing the gauge readings, the ambient temperature, and the barometric pressure at the time of reading. Transformer shall be shipped with a dry-air or dry nitrogen sealed tank oil preservation system to assure positive pressure.
- L. Prior to shipment, all gauge and indicator glass shall be thoroughly cleaned and covered with non-adhesive shipping protectors.
- M. Insulating oil, if shipped separately, shall be delivered to the job site F.O.B. destination, freight prepaid. For transformers shipped dry, oil shall be delivered by tank truck. For transformers shipped oil filled, any make up oil of quantities less than 1,000 gallons shall be provided in 55 gallon non-returnable drums.
- N. If the transformer is shipped without oil, the transformer supplier shall include in their base bid price the cost of vacuum oil filling the unit in the field.
- O. Bushings shall be shipped in crates suitable for long term storage, either in an upright position or at an incline as specified by the manufacturer. These storage requirements shall be clearly marked on the shipping container.
- P. Transformer shall be wrapped in a protective waterproof barrier prior to shipment. Significant dirt, mud, salt, or other foreign substances on the transformer because of shipping shall be washed off by Supplier during field assembly.

1.05 INSURANCE REQUIREMENTS:

- A. **General** - The Supplier shall secure and maintain such insurance policies as will protect that Supplier and unless otherwise specified, the Owner and its agents, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by the Supplier or anyone employed directly or indirectly by them.

The Supplier shall not commence work under this contract until the Supplier has obtained all insurance required herein and such insurance has been approved by the Owner. The Supplier shall deliver to the Owner executed copies of all policies or a certificate of insurance. No policy shall be canceled until thirty (30) days after notice of cancellation is given to the Owner in writing.

The Supplier agrees to hold harmless, indemnify and defend the Owner and its agents from all loss and damage, including damage to person or property, arising from any act by, or negligence of, Supplier or its subcontractors or the officers, agents, or employees of either while engaged in the performance of this contract, or while in or about the building or premises, or arising from accident or any injury not caused by act of Owner or Owner's agents, its agents or servants, or anyone employed by Owner, other than this Supplier, to any Supplier or officer, agent, or employee of a subcontractor while engaged in or about the performance of this contract, or while in or about Owner's premises, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of this contract.

B. **Coverages and Limits:** The Supplier shall provide insurance to include a minimum of the following coverages and associated limits:

	<u>Coverage</u>	<u>Limits</u>
1.	Worker's Compensation Employer's Liability	Statutory \$500,000 each employee \$500,000 each disease \$500,000 each accident
2.	Comprehensive General Liability- Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
3.	Automobile Liability- Combined Single Limit	\$1,000,000 each occurrence
4.	Umbrella (Excess) Liability	\$2,000,000 each occurrence \$2,000,000 aggregate

C. **Additional Insured:** The Owner, Engineer, and each of their employees, officers or agents shall be named as an additional insured under the prime Supplier's insurance policies.

Owner: City of Wayne
306 Pearl Street
Wayne, NE 68787

Engineer: DeWild Grant Reckert and Associates Company
dba DGR Engineering
1302 South Union Street
Rock Rapids, IA 51246

- D. **Casualty Insurance:** Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.
- E. **Risk of Loss:** Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner's Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Owner accepts the Equipment.

1.06 WARRANTY:

- A. Supplier shall furnish a standard warranty package with the material.
- B. The warranty shall be in effect 60 months from date of energization.**
- C. Shall be comprehensive, without deductibles, and shall cover all equipment furnished by Supplier, whether or not it was manufactured by the Supplier.
- D. Warranty shall be a 60 month in/out warranty, including, but not limited to, the following:
1. Removal of transformer from service.
 2. Disconnecting primary and secondary conductors and control cables.
 3. Loading, hauling and delivery of transformer to repair facility.
 4. Inspection and repair of the transformer.
 5. Loading, hauling, and delivery of the transformer to the Owners site.
 6. Reconnecting primary and secondary conductors and control cables.
- E. All repair parts, labor, and travel expenses necessary for repairs at the job site shall be included.

1.07 TERMS AND CONDITIONS:

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions, but shall not include any other terms and conditions to this bid. **Any terms or conditions submitted with the Bid other than the terms or conditions herein listed shall be grounds for disqualification of bid. All additional costs required to meet this specification shall be deemed to be included in the base price.**

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 SCOPE:

- A. The Advertisement for Bids, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this Section.
- B. Work under this Section includes supplying, assembling, testing and completing field services of the power transformer as herein specified.

1.02 PAYMENT:

- A. Payment shall be at the Contract unit prices as shown on the Bid Form.
- B. Purchase Price Adjustment:
 - 1. The total purchase price of the power transformer shall be adjusted to reflect the difference between actual transformer test losses and the guaranteed transformer losses submitted with the Bid.
 - 2. The adjustments shall be made in accordance with the per KW "cost of losses" submitted.
 - 3. No adjustment in purchase price shall be made if either of the test losses is less than the guaranteed losses.
 - 4. The load and no-load losses will be evaluated independent of each other.
 - 5. If one of the loss factors meets or is below the guaranteed losses the resultant evaluation assessment will be zero and no credit will be added to the other loss evaluation assessment.
 - 6. Reported losses shall be tested at the ONAN base rating of the transformer. Winding losses shall be corrected to 85 ° C; no-load losses shall be reported at 20 ° C.
- C. Payment Terms:
 - 1. Payment to the Supplier for the equipment shall be made on the basis of 95% of the Base Price for the equipment, within 30 days of receipt of the equipment in acceptable condition and associated invoice.
 - 2. Payment to the Supplier for field assembly and testing shall be made on the basis of 100% of the Field Services Price, within 30 days after completions of the field services and associated invoice.

3. Payment shall be made for the remaining 5 percent (5%) of the Base Price, less calculated penalties, within 30 days after final completion, field testing, and receipt of test reports, final drawings, certification by the Engineer, and associated invoice.
4. The Owner may consider alternative payment terms (down payment, etc.) supplied with the bid. The alternate payment terms shall be submitted with a price deduct from the Base Price as indicated on the Bid Form. The Base Price on the Bid Form shall include the payment terms listed above.

1.03 DRAWINGS AND MANUALS:

A. Approval drawings:

1. Submit as electronic files in AutoCAD and .pdf compatible formats via e-mail to the Engineer.
2. Drawings shall be no larger than 11X17.
3. Drawings and instructions shall be submitted to the Engineer prior to manufacture of the transformer.

B. Final Drawings and Images:

1. Furnish three (3) paper sets and one (1) electronic .pdf and AutoCAD files of the following:
 - a. Nameplate drawing.
 - b. Outline of main tank and associated equipment.
 - c. Control schematics and wiring diagrams of all equipment.
 - d. Connection diagrams.
 - e. Outline of arresters and bushings.
 - f. Instruction books for transformer and all equipment.
2. Provide maintenance schedule of all the transformer components. The supplier shall furnish a complete schedule of the maintenance items. The schedule shall state how often and what steps shall be performed during maintenance.
3. Furnish all final drawings no later than 10 days following the final test of equipment.
4. Submit electronic files via email or via a secure cloud file sharing service.

5. High resolution digital color photographs of the core and coils before installation in the transformer tank shall be taken from each side, each end, and the top for all transformers. Photos shall be submitted to Engineer after assembly of core and coils. Prints of photos shall be included in each instruction book furnished. Pictures shall also be provided to the Engineer promptly after being taken.
- C. All drawings, manuals, nameplates, including nameplates for auxiliary devices shall be printed in English.

PART 2 - PRODUCTS

2.01 SERVICE CONDITIONS AND STANDARDS:

- A. The transformer shall be a newly manufactured unit and comply with and meet or exceed all applicable standards of ANSI and NEMA. The latest revision of these standards shall apply and are not limited to the following specific standards.
- B. The transformer shall be designed and built to meet the most recent requirements outlined in IEEE C57.12.00 and IEEE C57.12.90.
- C. The transformer covered by this specification shall meet the Short-Circuit Qualification Requirements given in ANSI Standard C57.12.90 entitled "Distribution and Power Transformer Short-Circuit Test Code", prepared by IEEE Transformer Committee as an amplification of ANSI Standard C57.12.00, Section 7, entitled "Short-Circuit Characteristics". **The bidder shall submit, with the Bid, certified short-circuit test data for a transformer of the same manufacturer, type and style, with similar size and voltage ratings.**
- D. The transformer oil supplied with the transformer covered in this specification shall comply with the most recent version of ASTM D3487, "Mineral Oil Used in Electrical Apparatus".
- E. The design of the equipment must conform to current OSHA and NESC regulations and requirements.
- F. In the event of a conflict between industry standards and this specification, the manufacturer shall notify the Engineer and secure clarification resolving the conflict before proceeding with the work.
- G. The equipment shall be designed for satisfactory service for the ice and wind loads of NESC heavy loading district.
- H. The equipment shall be suitable for outdoor service at an elevation of not more than 3,300 feet above sea level in a climate with ambient temperatures ranging from -40° C to +40° C.
- I. The equipment shall be designed to withstand the seismic loads as defined and calculated in IEEE 693 "IEEE Recommended Practice for Seismic Design of

Substations (current revision)” at the final transformer installation location. The equipment shall continue to perform its intended function during and after such seismic stresses.

- J. All components shall be readily available in the United States and identifiable by manufacturer’s name and part number.

2.02 TRANSFORMER RATINGS:

- A. The general purpose shall be for use as an outdoor, three phase, 60 Hz, oil immersed transformer.
- B. The transformer shall be 67 kV Delta-13.8 GRDY/7.97 kV with the following ratings:

	<u>High Voltage H-Winding</u>	<u>Low Voltage X -Winding</u>
Basic Impulse Level (BIL)	350 kV	110 kV
Winding MVA @ 65°C ONAN	16.8 MVA	16.8 MVA
ONAF (1st Stage) @ 65°C	22.4 MVA	22.4 MVA
ONAF (2nd Stage) @ 65°C	28 MVA	28 MVA
Winding Connections	Delta	Wye
System Neutral		Grounded

The neutral winding shall be insulated at 110 kV BIL.

- C. The high voltage winding shall be equipped with full capacity de-energized high voltage taps of ± two (2) 2-1/2 percent above and below both high voltage ratings.
- D. The transformer shall be designed for operation within standard excitation limits. Noise level shall not exceed 3 DB below NEMA standard average audio levels at rated full nameplate rating and any operating position with all fans on.
- E. Standard impedance shall be furnished according to ANSI standard C57.12.10.
- F. No current path components, ancillary equipment or other design aspects shall limit use of full peak-load capabilities as defined in these ANSI loading limits.
- G. Appendix A lists Wayne’s existing transformer for reference.

2.03 CONTROL POWER:

- A. Control power for the rapid rise relay shall be ungrounded 125 VDC. All equipment shall be capable of being operated at 139.9 VDC when the station battery is being equalize charged. The equipment control power shall have the rating to withstand swing from 0 to 139.9 VDC.

2.04 AUXILIARY POWER:

- A. All auxiliary equipment shall be single phase and shall be supplied from a 120/240 VAC single phase, 60 HZ source.

2.05 SURGE PROTECTION AND GROUNDING:

- A. Surge arresters as specified below shall be supplied and installed on each phase and mounted to the transformer tank. Arresters shall be furnished for both the high and low side. Arresters shall be light gray in color. Arrester ratings shall be as follows:
 - (3) High side - 60 kV metal oxide varistor (MOV), with MCOV rating of 48 kV, station class arresters, polymer.
 - (3) Low side – 12 kV metal oxide varistor (MOV), with MCOV rating of 10.2 kV, station class arresters, polymer.

Furnish Ohio Brass or ABB, no equal.

- B. A copper ground bar shall be provided for connecting the surge arresters to the ground grid. The bar shall be mounted to the tank and routed from the bottom of the tank to the surge arresters and back to the bottom of the tank in a looped configuration. The copper bar shall have holes for connecting a 2-hole NEMA pad at each end and at each surge arrester. The copper ground bar shall be on both the high and low sides. The system neutral shall be connected to the low side ground bar with 4/0, 19 strand class B copper cable (bare). The copper ground bar for each side shall terminate at a grounding pad. The arresters shall be tied to the copper ground bar with 4/0, 19 strand class B copper cable (bare).
- C. Grounding pads shall be located diagonally opposite each other on the transformer. Each pad should be suitable for a NEMA 2-hole grounding terminal. The only additional ground connections required in the field shall be the installation of ground connectors to the substation ground grid.

2.06 COOLING EQUIPMENT:

- A. Cooling equipment controls, cable and mounting accessories shall be provided, ready for connection of the power supply.
- B. The transformer shall be equipped with fans and radiators.
- C. The fan power supply shall be 240 volts AC single phase.

- D. All conduit, wiring, and automatic controls shall be pre-wired at the factory and controls located in the transformer control box.
- E. The controls shall include a 240 volt power supply breaker, control contactor, "manual"- "automatic" switches, and a loss of voltage relay with one set of contacts open when the relay is energized for use in relaying "loss of voltage" signal to a transformer annunciator.

27-AC Main Loss of AC = SEL-2414, Customer TB

- F. Furnish an AC current sensor on each stage of fans, to signal to a remote location when the fans are operating.

4X-1 – Stage 1 Fans Running= SEL-2414, Customer TB
4X-2 – Stage 2 Fans Running = SEL-2414, Customer TB

- G. Cooling selector control switches shall be included:

43A-1 – Stage 1 Cooling. MAN-OFF-AUTO = SEL-2414
43A-2 – Stage 2 Cooling. MAN-OFF-AUTO = SEL-2414
43C – Cooler Sequence. STAGE1-STAGE2

- H. An alarm for loss of AC Power for each cooling system stage shall be provided.

27-1 Stage 1 Fans Loss of AC = SEL-2414, Customer TB
27-2 Stage 2 Fans Loss of AC = SEL-2414, Customer TB

- I. Sensing for the fan control shall be from the hot spot winding temperature indicator and via the SEL-2414 RTD inputs.

- J. Forced air cooling fans shall have plug-in type connectors. Furnish Krenz Vent, California Turbo, or Waukesha Electric, no equal.

- K. Removable radiators shall have oil tight valves on the tank at the inlet and outlet connections of each radiator. Inlet and outlet flanges shall be sealed with steel plates for shipment. Removal of radiator shall not require draining of oil from any device other than the equipment being removed. Radiators shall be fully assembled and attached to the tank during testing at the factory, to assure proper alignment prior to shipping. All radiators shall be hot dipped galvanized. Each radiator section shall have a drain valve (with end-plug) and a top fill plug.

2.07 CURRENT TRANSFORMERS:

- A. Current transformers shall be factory installed.
- B. The current transformers shall be multi-ratio with five primary taps and relaying accuracy class of C800, with fully distributed windings where the turns are equally

spaced around the circumference of the core and a thermal rating of 2.0. Available ratios shall be in accordance with ANSI/IEEE C57.13.

C. Furnish CTs as follows:

<u>Bushings</u>	<u>CT Position</u>	<u>Ratio</u>
H1,H2,H3	1	1200/5 MR
	2	1200/5 MR
X1, X2, X3	1	1200/5 MR
	2	1200/5 MR
X0	1	1200/5 MR

D. Separate CTs shall be provided for the winding hot spot temperature indication circuit and the LTC line drop compensator circuit.

E. Acceptable CT manufacturers are ABB, Associated Engineering, General Electric, or Meramec.

2.08 BUSHINGS:

- A. Bushings shall be in accordance with ANSI/IEEE Standard C57.19.01-2000.
- B. Bushings shall be porcelain ANSI No. 70 light gray color. Only ABB and PCORE bushings are acceptable on this transformer.
- C. High side bushings shall be porcelain, cover mounted, and installed in Segment 3. BIL rating shall be 350 kV. A NEMA 4-hole aluminum terminal pad shall be provided for each of the bushings.
- D. Low side bushings and the neutral (X0) bushing shall be side tank mounted inside the air terminal chamber (ATC). Terminals shall be standard NEMA 4 bolt, 1-3/4 inch spacing. Bushings shall be suitable for copper-cable connections.
- E. Bushing general requirements and testing shall conform to ANSI/IEEE Standard C57.19.100. Bushings shall have a C1 power factor <0.5% and a C2 power factor <1.0% at 20°C. C1 and C2 power factor values and capacitance shall be indicated on the bushing nameplate. A certified test report shall be supplied for each bushing.
- F. The transformer shall be tested with the bushings that will be shipped with the unit. Test bushings are not allowed.
- G. Busbar extensions shall be provided from the low-side bushings in the ATC to serve as a termination point for the external power cables to be installed by Others. These extensions shall be configured to provide ample clearance between the arresters and the cable shield grounds on the power cable terminators being installed by Others. The arresters shall not be used to support the cables and shall be mounted above

the terminations to avoid clearance issues. The bus shall be sized for 125% of full transformer capacity, and shall be fixed with the necessary support insulators, as required. Terminals shall be standard NEMA 4 hole, with 1-3/4 inch spacing for external power cable terminations.

- H. The arresters shall be factory connected to the low-side bushings or busbar with a 4/0, 19 strand class B copper cable (bare) and 2-hole NEMA pads. Bus-bar extensions shall be capable of handling connections of twelve separate power cables for each phase and neutral.
- I. Bushing busbar supports shall be furnished. Busbar supports shall attach to the busbar in an independent hole other than the cable connection holes. Busbar support mounting shall be constructed of insulating material with adjustable means to increase or decrease tension. Busbar supports shall be attached to the air terminal chamber ceiling and any cross member supports required shall be mounted off the air terminal chamber walls. Busbar support components shall be designed to be easily removed and reassembled for assembly of cable to the busbar if needed. Other support means may be considered with approval by the Engineer.

2.09 TEMPERATURE SENSING AND RELAY EQUIPMENT:

- A. The manufacturer shall provide a transformer monitor to be used for temperature monitoring, automatic cooling control, and alarm collection. Unit shall include fiber-optic, serial, and Ethernet option, and 125 VDC control power. Unit will require PT100 type RTD's for top oil temperature, bottom oil temperature, ambient temperature, LTC oil temperature, and winding temperature.
- B. Manufacturer shall recommend settings for control/alarm and unit shall be completely wired, programmed, and implemented at the factory.
- C. Provide SEL 2414, part number 241421ADA9XDACA1130, Sales Item Number 2414#4YHR, part number to be verified by manufacturer for compatibility with other supplied equipment. Controller shall be installed in the control cabinet.
 - 1. Slot A = 125-250 Vdc (120-240 VAC) | 125 Vdc/Vac
 - OUT101 = Fans Stage 1
 - OUT102 = Fans Stage 2
 - OUT103 = Alarm = Customer TB
 - IN101 = 4X-1 Stage 1 Fans Running
 - IN102 = 4X-2 Stage 2 Fans Running
 - 2. Slot B = Port 1: Ethernet (Single 10/100 Base-T), Port 2: Fiber-Optic Serial, IRIG Connector, Port 3: EIA-232, SEL Protocols, Modbus, DNP3
 - 3. Slot C = 14DI (125 Vdc/Vac)
 - IN301 = 27-1 Stage 1 Fans Loss of AC
 - IN302 = 27-2 Stage 2 Fans Loss of AC
 - IN303 = 27-AC Main Loss of AC
 - IN304 = 27-L LTC Ctrl Loss of AC

IN305 = 27-M LTC Motor Loss of AC
IN306 = 27-S Sudden Pressure Loss of DC
IN307 = 43A-1 Stage 1 Cooling Auto
IN308 = 43A-1 Stage 1 Cooling Man
IN309 = 43A-2 Stage 2 Cooling Auto
IN310 = 43A-2 Stage 2 Cooling Man
IN311 = 43C Cooler Sequence Stage 1
IN312 = 43C Cooler Sequence Stage 2
IN313 = Spare
IN314 = DCB Alarm

4. Slot D = 10 RTD

RTD1 = Winding Temp (X2)
RTD2 = Main Tank Top Oil Temp
RTD3 = Main Tank Bottom Oil Temp
RTD4 = LTC Tank Top Oil Temp
RTD5 = Ambient Air Temp
RTD6 = Spare
RTD7 = Spare
RTD8 = Spare
RTD9 = Spare
RTD10 = Spare

5. Slot E = 14DI (125 Vdc/Vac)

IN501 = 26Q1-1 Main Tank Hot Oil Alarm
IN502 = 26Q2-1 LTC Tank Hot Oil Alarm
IN503 = 49T1-3 Hot Spot Alarm
IN504 = 63PR1 Main Tank Pressure Relief
IN505 = 63PR2 LTC Tank Pressure Relief
IN506 = 63X1-1 Main Tank Sudden Pressure Alarm
IN507 = 63P/L N2 Low Pressure Alarm
IN508 = 63P/H N2 High Pressure Alarm
IN509 = 63P/E N2 Cylinder Low
IN510 = 71Q1-1 Main Tank Low Oil Level Alarm
IN511 = 71Q1-3 Main Tank High Oil Level Alarm
IN512 = 71Q2-1 LTC Tank Low Oil Level Alarm
IN513 = LTC Max Raise
IN514 = LTC Max Lower

6. Slot Z = 4 DI (125 Vdc/Vac) / 3 DO (Standard 2 Form C, 1 Form B)

IN601 = LTC Controllers Alarm
IN602 = LTC Lockout Alarm
IN603 = 43T-2 LTC in Local
IN604 = 43T-3 LTC in Manual
OUT601 = Spare
OUT602 = Spare
OUT603 = Spare

7. Chassis = Vertical Panel Mount
T00_LED = Alarm
T01_LED = Liquid Temp
T02_LED = Winding Temp
T03_LED = Oil Level
T04_LED = Pressure Relief
T05_LED = RTD Failure
T06_LED = Loss of AC

PB01_LED = Running
PB01 = FANS STAGE 1 #Manual Exercise timer
PB01B_LED = Blocked
PB02_LED = Running
PB02 = FANS STAGE 2 #Manual Exercise timer
PB02B_LED = Blocked
PB03_LED = Enabled
PB03 = STAGE 1 EXERCISER
PB03B_LED = Disabled
PB04_LED = Enabled
PB04 = STAGE 2 EXERCISER
PB04B_LED = Disabled

- D. A standard magnetic type liquid level gauge, with 6 inch diameter dial shall be provided for the main tank (71Q1). Gauge face to be graduated to indicate critical low, low, 25° C, and high oil levels. Gauge shall have three sets of SPDT contacts, one for critical low oil level for tripping, one for low oil level alarming, and one for high oil level alarming. All alarm leads shall connect via a quick disconnect connector routed through conduit and landed on terminal blocks located in the transformer control cabinet. Provide Qualitrol or Messko, no equal.

71Q1-1 Main Tank Low Oil Level Alarm = SEL-2414, Customer TB
71Q1-2 Main Tank Low Oil Level Trip = Customer TB
71Q1-3 Main Tank High Oil Level Alarm = SEL-2414, Customer TB

- E. Liquid temperature indicators shall be furnished for the main tank (26Q1) and LTC tank (26Q2). Indicators shall be Qualitrol or Messko with 6 inch diameter dial. Each gauge shall have two sets of SPDT contacts, one for alarming and one for tripping. Each gauge shall have manual resettable drag hands. Switch leads shall connect via a quick disconnect connector and routed through conduit to the transformer control cabinet. Manufacturer shall preset alarm and trip set points.

26Q1-1 Main Tank Hot Oil Alarm = SEL-2414, Customer TB
26Q1-2 Main Tank Hot Oil Trip = Customer TB
26Q2-1 LTC Tank Hot Oil Alarm = SEL-2414, Customer TB
26Q2-2 LTC Tank Hot Oil Trip = Customer TB

- F. Winding hot spot temperature indicator (49T) shall be furnished. Indicator shall be Qualitrol or Messko with 6 inch diameter dial. Gauge shall have four sets of SPDT contacts, two for fan control, one for alarming, and one for tripping. Gauge shall

have a manual resettable drag hand. Switch leads shall be connected with a quick disconnect connector and routed through conduit to the transformer control cabinet. Manufacturer shall preset alarm and trip set points.

49T1-1 Hot Spot Stage 1 Fans = Stage 1 Fans
49T1-2 Hot Spot Stage 2 Fans = Stage 2 Fans
49T1-3 Hot Spot Alarm = SEL-2414, Customer TB
49T1-4 Hot Spot Trip = Customer TB

2.10 RAPID PRESSURE RISE AND RELIEF DEVICES:

- A. Rapid pressure rise relay (63X1) shall be furnished and prewired to seal-in relays located in the transformer control box. Each rapid pressure rise relay shall be flange mounted to a shut off valve. Each seal-in relay shall have a 125 VDC operating coil with a minimum of 3 normally open contacts for sealing-in, target indication, and trip. A reset button shall also be provided. Provide Qualitrol 900 Series Rapid Pressure Rise Relay and 909-300 seal-in relay or approved equal. An alarm for loss of 125VDC power shall be provided.

63X1-1 Main Tank Sudden Pressure Alarm = SEL-2414, Customer TB
63X1-2 Main Tank Sudden Pressure Trip = Customer TB
27-S Sudden Pressure Loss of DC = SEL-2414

- B. A pressure relief device with standard alarm switch and a visual indicating flag for each oil filled compartment shall be supplied for the main tank (63PR1) and the LTC tank (63PR2). One set of normally open contacts shall be provided for each pressure relief device. Switch leads shall be connected with a quick disconnect connector and routed to the control cabinet. Provide Qualitrol XPRD Pressure Relief Device or approved equal.

63PR1 Main Tank Pressure Relief = SEL-2414, Customer TB
63PR2 LTC Tank Pressure Relief = SEL-2414, Customer TB

- C. The Supplier shall supply and install steel or aluminum piping to direct the flow of oil from each pressure relief device to a point one (1) foot above the base of the transformer. Support the piping as required. Piping and supports shall be painted to match the color of the transformer.

2.11 OIL AND OIL PRESERVATION:

- A. Oil preservation shall be accomplished by means of automatic nitrogen gas equipment with alarm contacts for low nitrogen gas cylinder and high/low transformer tank pressure and with gas sampling capability. An enclosure with a condensation heater shall be furnished to protect oil preservation equipment. Furnish pressure vacuum gauge for tank pressure and a pressure gauge for the gas cylinder. Furnish inlet and outlet lines from the transformer tank gas space to the nitrogen gas system. Each line to be furnished with a shut-off valve.

63P/L N2 Low Pressure = SEL-2414

63P/H N2 High Pressure = SEL-2414

63P/E N2 Cylinder Low = SEL-2414

- B. Oil shall be Type II (oxidation inhibited) mineral insulating oil of petroleum origin for use as an insulating and cooling agent in power transformers with 0.3% inhibitor content.
- C. The oil shall meet all applicable requirements of Type II mineral oil as defined in the latest revision of ASTM Standard D3487-87A. Transformer nameplate shall contain manufacturer's certification that the insulation oil used meets all federal requirements for PCB concentrations. A certified test sheet shall be furnished to the Engineer with the shipment.
- D. A pressure-vacuum gauge shall be provided on the main tank. Also provide a pressure-vacuum bleeder for the main tank.
- E. The Supplier shall furnish a certified report at the time of delivery of the transformer indicating compliance with all regulations concerning polychlorinated biphenyl's (PCBs).
- F. The transformer shall be furnished complete with mineral insulating oil.

2.12 CORE AND COILS:

- A. The core shall be constructed using low loss cold-rolled grain-oriented silicon steel. Steel is to be cut to width, annealed and coated with an inorganic insulating material.
- B. Cores shall be constructed using stepped circular cross-sections with fully mitered step lap joints for all windings except the series winding or preventative autotransformer if used. No section of the core assembly shall be bolted together for support. Core legs shall be bonded with epoxy cement after assembly.
- C. The core shall be insulated from its support frames and connected to ground at only one point. The core ground strap is to be brought out through the tank cover and grounded using a low voltage bushing and a small JIC box or other suitable mechanical protection.
- D. All windings shall be made of copper rectangular magnet wire with thermally upgraded paper used for turn to turn insulation. Continuously transposed conductor can be used where appropriate. The conductor is to be tested prior to insulation wrapping through the use of burr detectors or similar device to ensure that there are not any burrs or nicks in the conductor. The insulating paper shall be applied in either single or multiple strands in such a manner that there is a 30% overlapping of the paper surfaces. Sufficient tension shall be maintained during the insulation application to prevent loose wraps.
- E. Winding cylinders shall be made from a single piece of high density material as manufactured by EHV Weidmann, Lignostone, or approved equal. All coil spacers

shall be keyed to the winding cylinder and to vertical key strips on the outside of the coil.

- F. Coils shall have their full circumference supported by the frame assembly. Coil supports and full circumference clamping rings shall be fabricated using high density material as manufactured by EHV Weidmann, Lignostone, or approved equal.
- G. The transformer, including all core and coil assemblies, shall be power class, circular core/coil design. The high side shall be disk wound and the low side shall be disk or helical construction. **Rectangular core and coils are not acceptable for this transformer.**
- H. Core and coils shall be dried using a “vapor phase” system prior to filling.
- I. The regulating winding shall be fully distributed and be electrically independent from or placed in a separate winding tube from the high and low voltage windings. A partially distributed winding may be considered by the Engineer if sufficient evidence is provided that the withstand strength and unbalanced short-circuit forces will be acceptable.
- J. The core and coil assembly shall be dry enough to obtain a power factor of 0.5% or less at 20°C.

2.13 MECHANICAL FEATURES – MAIN TANK:

- A. The de-energized tap changer on the high voltage side shall have the operating handle(s) brought out to the side of the tank with provision for padlocking.
- B. A magnetic liquid level gauge with three-step normally open contacts shall be furnished. The first step shall alarm on a low oil level condition, with the second step initiating a breaker trip upon a critical low oil level, and the third shall alarm on a high oil level condition. A minimum of two contacts per stage shall be wired and accessible in the transformer control cabinet. Manufacturer shall recommend settings for the transformer supplied and implement these at the factory.
- C. A tank pressure gauge shall be provided to monitor nitrogen gas pressure in the tank. A minimum of two individually adjustable, normally open alarm contacts associated with the pressure on the tank shall be included. Manufacturer shall recommend settings for the transformer supplied and implement these at the factory.
- D. A tank valve shall be provided to serve as drain valve, bottom filter press connection, and liquid sampling valve.
- E. A valve shall be furnished for top filter press connection.
- F. Provide lifting hooks on the tank, lifting eyes on the cover and provision for jacking.

- G. The transformer base shall have members forming a rectangle which shall permit rolling in the directions of the centerlines of the segments. The points of support of these members shall be so located that the safe angle of tilt of the base shall be at least 15 degrees from the horizontal with or without oil in the transformer. Arrangement for pulling the transformer parallel to centerlines of segments shall be provided in the base. A flat-bottom unit also may be furnished.
- H. The operational center of gravity and the center of tank shall be clearly and permanently marked on all four (4) sides of the tank base to aid in setting the transformer on the foundation.
- I. The main tank cover shall be domed to ensure water runoff and welded to the tank. An inorganic gasket shall be permanently installed between the cover and the tank to prevent weld splatter from entering the tank. A minimum of two (2) manhole covers shall be provided with a raised rim to discourage entrance of moisture. Manhole covers shall have a handle and be of the bolt-on type.
- J. All seams and joints shall be welded on the inside and outside. The tank and radiators shall be designed to withstand an internal operating pressure of 8 psi with a margin of at least 25% over pressure. The tank and radiators shall be designed to withstand full vacuum. All external tank supports and stiffeners shall be box beam construction, continuously welded, and shall not be pressurized to provide sufficient support.
- K. A complete stainless steel instruction nameplate shall be furnished and mounted on the transformer.
- L. The surface shall be washed with an iron phosphate conversion with a chrome seal before priming and painting.
- M. The exterior surface shall first be primed with a two part zinc chromate epoxy primer. Then a force cured two part urethane enamel topcoat shall be applied using plural component equipment that automatically measures and mixes the paint system. The exterior coating shall be a minimum of 3 mils thick and capable of meeting ANSI C57.12.28.
- N. Tank finish shall be ANSI #70 gray. The top of the tank shall be coated with a nonskid surface. The tank bottom shall be covered with an asphalt undercoating. Extra touch-up paint shall be furnished with the transformer. Inside of the control compartment shall be painted white.
- O. The interior of the transformer tank, tank cover, and LTC compartment shall be coated with white oil resistant epoxy enamel compatible with transformer oil per ANSI 3455.
- P. All auxiliary wiring shall be terminated in a cabinet mounted on the side of the transformer tank, centered on the tank in Segment 4. Cabinet shall be completely weathertight, gasketed, with a three point latching mechanism. Cabinet shall have

swing doors with lock down in open position, padlockable in the closed position. All equipment shall be provided with marked terminal blocks for interconnecting wiring with remote control panels. A drill plate on bottom of control box shall be provided for conduit entrance. A copper ground bus shall be provided, tapped for grounding of current transformers, etc.

- Q. Bottom of control cabinet shall be 24" above base of tank so existing control cables can reach the new control cabinet location.
- R. The tank and radiators shall be fabricated from steel with sufficient strength to withstand normal service stresses without distortion or damage.
- S. All joints in the tank and radiators shall be made oil tight and gas tight by welding inside and outside. Seams on all tank wall corners will NOT be acceptable. All tank seams shall be double welded (inside and outside) and be a minimum of six (6) inches from any corner.
- T. All exterior wiring shall be placed in weather-proof conduit, rigid or flexible as appropriate based on the applications. Conduit shall be securely attached to the transformer.
- U. The operating mechanism/control cabinet shall be rated NEMA 3S, dust tight, rain tight, and sleet and ice proof with a three-point latching mechanism. Provide anti-condensation heater(s) as required.
- V. The transformer shall be furnished with an air terminal chamber, containing the low side bushings, neutral bushing, and lightning arresters. The LV air terminal chamber shall be provided with hinged doors on front side for easy access and installation. The air terminal chamber shall have access removable covers/doors on the sides. The removable conduit plates shall be located on the inside. The doors shall be completely weathertight, gasketed, and shall be provided with a stainless steel or cast handle and three point latching mechanism. The bottom of terminal chamber shall extend down to 30" above the base of the transformer. The terminal chamber shall be equipped with a removable plate for terminating conduits. The terminal chamber shall be installed in Segment 1 as defined by ANSI Standard C57.12.10.
 - 1. Detailed drawings of the ATC shall be supplied. Drawing shall include at a minimum an elevation view, front door details, side cover/door details, handle latching mechanism, removable plate and gasketing.

2.14 LOAD TAP CHANGER:

- A. The LTC mechanism shall be mounted in a separate compartment in Segment 2 as defined by ANSI Standard C57.12.10 (not in the main tank), that will permit completely draining all the oil in the compartment without draining the oil in the main transformer tank.

- B. The tap changer shall provide voltage regulation of 10 percent raise, or lower, in (16) 5/8 percent steps, both raise and lower.
- C. The LTC compartment shall be capable of withstanding full vacuum in the main tank without damage to the LTC compartment or components.
- D. The LTC shall be vacuum type and shall be sized to fit the ampacity requirements of the transformer.
 - 1. Reinhausen Manufacturing, Inc. type RMV-II. A vacuum bottle protective circuit shall be provided with a set of contacts for alarm purposes with the RMV-II tap changer.
- E. Tap changer shall consist of a motor operated tap changer. The tap changer shall also be provided with a weatherproof compartment for all control components needed for automatic LTC control, terminal boards, conduit entrance and circuit breaker for control power.
- F. The tap changer shall have full rated kVA taps above normal and current rating corresponding to full load current at rated voltage on all taps below normal voltage. Tap changer shall be designed to regulate the low voltage side and shall be installed in the LV winding, high voltage LTC's are not acceptable.
- G. The tap changer shall be rated for 500,000 operations before contact replacement. The tap changer motor shall be rated for 120/240 VAC single phase.
- H. The tap changer controller shall be digital with remote monitoring and control capabilities intended for a substation integration scheme, mounted inside the control cabinet. Furnish Beckwith type M-2001D, Model Number M-2001D-6V4S20F0S00. The unit shall be capable of communicating in DNP 3.0 communications protocol. Furnish the Beckwith S-2001D TapTalk® software, that will be used to connect the unit via a remote laptop or other device(s). Also provide M-0329B backup control. The M-0329B shall be mounted in a cutout so the dials and lights on the unit are visible from the front panel of the transformer control cabinet. Alarm contacts for both units shall be wired to customer terminal blocks in the primary control cabinet. Alarm contacts for both units shall be wired to a SEL-2414 input.

LTC Controllers Alarm = SEL-2414

- 1. The controller settings will be furnished by the Engineer for testing at the manufacturing facility. Provide the Engineer 2 weeks notice prior to testing of the LTC controller settings.
- 2. The Supplier shall provide the Engineer with a brief report verifying testing has been completed, whether the settings are satisfactory for proper controller operation, and recommendations for final setting implementation and commissioning.

- I. The tap changer controller shall be equipped with the following accessories:
1. Voltage test terminals.
 2. Voltage level setting control.
 3. Line drop compensation control in both forward and reverse directions.
 4. Bandwidth adjustment control.
 5. Adjustable time delay.
 6. Operation counter.
 7. Inhibit of automatic tap change from remote control systems.
 8. Voltage reduction control. Control shall be capable of up to 10% voltage reduction locally, remotely, or automatically. Control unit shall have designated terminal locations where these connections can be made.
 9. Voltage limit control. Control shall prevent the regulator from further raising or lowering its output above or below the preset value of the limit control. Control shall allow either local or remote initiation.
 10. Real-time and demand metering functions including time and date stamping.
 11. Forward and reverse power flow set up.
 12. Real-time clock.
 13. Key-pad operation.
 14. Alpha-numeric Vacuum Fluorescent Display VFD. Option V.
 15. Communications equipment. Front-panel local data port for connection to a portable computer, USB 1.1. Include communication software for installation on Owner's computer.
 16. Communications port (COM1-top) shall interface with fiber optic (ST) and RS-485. Option 4S.
 17. Communications port (COM2-top) shall interface with standard RS-232. Option 20.
 18. Ethernet port (COM3-top) shall be RJ-45 jack. Option C.
 19. Communications protocol shall be MODBUS and DNP 3.0. Option 0.

20. User-programmable alarm contacts.

21. SD card slot.

J. Tap changer shall be equipped with the following accessories:

1. The Supplier shall furnish a dual column breather (DCB) or auto recharging dehydrating breather system to the LTC of the transformer. The system shall remove moisture from incoming air into the LTC tank. DCB shall be shipped as a single, integrated assembly along with accessories necessary for installation. The DCB controller shall have indicating LEDs of breather status and hardwired alarm contact to terminal block in primary control cabinet. Power for DCB shall be integrated into the existing 120/240 VAC supply for transformer and not require an independent power circuit.

DCB Alarm = SEL-2414

2. Manual tap changing crank or handwheel.

3. Position indicator with drag hands and electric reset momentary switch. The reset switch shall be located in an easily accessible location in the control panel compartment. **Indicator shall be located in a position that is easily seen by a person standing on the ground directly adjacent to the unit, with the control cabinet doors closed.**

4. Interlock to prevent electrical operation with crank installed.

5. Current source for compensator. Provide an LDC-CT as required.

6. Liquid level indicator for LTC compartment with two-step normally open contacts shall be furnished. The first step shall alarm on a low oil level condition, with the second step initiating a breaker trip upon a critical low oil level. A minimum of two contacts per stage shall be provided. Manufacturer shall recommend switch settings for the transformer supplied.

71Q2-1 LTC Tank Low Oil Level Alarm = SEL-2414

71Q2-2 LTC Tank Low Oil Level Trip = Customer TB

7. Drain and filter valves for LTC compartment.

8. LTC control cabinet shall be equipped with a 120 VAC, 20 A weatherproof receptacle.

9. LTC control cabinet shall be equipped with a door-activated LED light.

10. LTC control cabinet shall be provided with a positive temperature coefficient heater to minimize condensation. Provide High Voltage Supply 1030 or equal. Supplier shall determine quantity and size of heaters.

11. Static voltage sensing device.
12. Non-resettable operation counter.
13. The operations counter and neutral position contacts shall be wired to the Beckwith.
14. 43T-1 Lower-Off-Raise switch for lowering and raising the tap changer.
15. 43T-2 Local-Off-Remote switch with spare contacts for remote switch position indication located inside the transformer control cabinet.

43T-2 LTC in Local = SEL-2414

16. 43T-3 Manual-Auto switch for switching control modes. Spare contacts for remote switch position indication located inside the transformer control cabinet.

43T-3 LTC in Manual = SEL-2414

17. LTC control selector switches shall be Electroswitch Series 24, no equal.
 18. Circulating current apparatus including paralleling reactor, appropriate control circuit, paralleling/independent switch 43T-4, paralleling current transformers, and lock-out relaying equipment with normally open contact for alarming high circulating current, to allow transformer to be operated in parallel.
 19. Provide terminal blocks and provisions for remote auto-manual switching and remote raise-lower switching, located inside the transformer control cabinet. Remote switches by Others.
- K. Provide all necessary selsyns and contacts to provide remote position indication. Furnish a solid state remote position indicator and transducers in the transformer cabinet (INCON 1250B). Also furnish a current loop interface (Beckwith M-2025B) to connect the 0-1 mA output of the 1250B to the Beckwith M-2001D controller, which will provide tap position indication in the controller. Locate devices inside the transformer control cabinet. INCON shall be factory programmed.

- L. An alarm for loss of AC power for the LTC control and motor shall be provided.

27-L LTC Control Loss of AC = SEL-2414

27-M LTC Motor Loss of AC = SEL-2414

- M. The load tap changer mechanism is to be furnished with its own nameplate which fully describes the system. Items to be included, but not limited to, are manufacturer, model number, year of manufacture, maximum rated through current, type of mechanism, and the amount of oil (gallons).

- N. Minimum and maximum control cabinet heights above ground shall be 24 inches and 72 inches, respectively. Control cabinet shall have swing doors with lock down in open position, padlockable in the closed position.

2.15 CONTROL WIRING REQUIREMENTS:

- A. All taps of the multi-ratio BCTs shall be brought to an accessible shorting-type terminal block in the control cabinet. Shorting type terminal blocks shall be General Electric Type EB-27, no equal.
- B. All wiring shall be identified at the terminal blocks to designate its source and function. Terminal blocks shall be General Electric type EB-25 or equal.
- C. All wiring in the cabinet shall be neat in appearance. All control cable wires shall be labeled. Wires shall be terminated with ring type insulated lugs, with both lug and insulation securely crimped.
- D. All control circuits shall be protected with appropriately identified breakers or hinged knife blade disconnect switch and clip mounted fuses.
- E. Control and auxiliary circuits shall be wired with #12 AWG, minimum, switchboard wire. All current transformer wiring shall be #10 AWG, minimum, switchboard wire. All switchboard wire shall be XL or ETFE (Tefzel 750) insulated, stranded wire, type SIS.
- F. All alarm and auxiliary contacts shall be suitable for use on an ungrounded 125 VDC. The contacts shall be individually wired out to terminal blocks and shall be electrically isolated.
- G. All control wiring between compartments and/or cabinets shall be enclosed in metal raceways.

2.16 ACCEPTABLE MANUFACTURERS:

- A. A transformer from the following list of manufacturers only shall be furnished, unless written permission is obtained from the Engineer or Owner.
 1. ABB Hitachi Power Grids Inc.
 2. Delta Star Inc.
 3. Niagara Power Transformer Corporation.
 4. Pennsylvania Transformer Technology, Inc.
 5. Prolec-GE Waukesha Inc.

6. WEG Transformers USA.
7. Or approved equal.

PART 3 - EXECUTION

3.01 TESTING AND REPORTS:

- A. All tests shall be made in accordance with the latest revision of ANSI Standard C57.12.00 for a Class II transformer and a certified test report in electronic ‘.pdf’ and hard copy (one per manual) versions shall be provided. Any and all factory and field tests that are required by the manufacturer and are required so as not to void any part of the warranty, shall be made by the manufacturer and its personnel. Any and all costs as well as equipment required for and associated with these required tests shall be the responsibility of this Bidder. Standard tests include but are not limited to the following tests:
 1. Resistance measurements of all windings on the rated voltage tap and at the tap extremes.
 2. Ratio tests on rated voltage connections and on all tap connections.
 3. Polarity and phase-relation tests on rated voltage connections.
 4. No load loss at rated voltages on rated voltage connections.
 5. Exciting current at rated voltage on rated voltage connections.
 6. Impedance and load losses at rated current on rated voltage connections and on the tap extremes.
 7. Mechanical leak test on tank and coolers.
 8. Applied potential tests.
 9. Induced potential tests.
 10. Impulse tests or production line impulse test may be accepted as a substitute for the standard test if approved by the Engineer.
 11. Insulation power factor test. Power factor test shall be made on each oil filled bushing, individual winding to ground, and between windings. The values of bushing and winding power factor shall not exceed 0.5 percent, when corrected to 20°C.
 12. Winding temperature rise for each stage of cooling specified. Thermal images shall be taken during the stabilization of the 3-hour segment of all heat runs.

13. The transformer design shall be adequate to withstand short circuits, with the fault current limited only by the impedance of the transformer itself.
14. Sound tests at each stage of cooling ONAN/ONAF.
15. LTC and LTC controller function tests.
16. Partial discharge test and RIV test shall be performed simultaneously on all windings. No partial discharge greater than 300 pico-coulombs shall be acceptable.
17. Sweep frequency response testing shall be performed to generate a “footprint” of the winding positioning to be used to determine if the windings have moved or shifted. This critical determination of winding movement will be used as basis for future evaluation of the integrity of the transformer.
18. Functional testing on all controls, accessories, and auxiliary equipment is to be completed at the manufacturing facility prior to shipment. This shall be documented in the test report.

B. Oil screen tests for the main tank and LTC include the following.

1. Liquid Screen Analysis:
 - a. Dielectric test (ASTM D877 and D1816-2)
 - b. Neutralization [Acid Number (D-974)]
 - c. Interfacial Tension (D-971)
 - d. Moisture (D-1533)
 - e. Color Number (D-1500)
 - f. Visual and Sediment Examination (D-1524)
 - g. Power Factor @ 25°C and @ 100° C (D-924)
 - h. Specific Gravity (D-1298)
2. Gas-In-Oil Analysis:
 - a. Hydrogen
 - b. Oxygen
 - c. Nitrogen
 - d. Methane
 - e. Carbon Monoxide
 - f. Carbon Dioxide
 - g. Ethane
 - h. Ethylene
 - i. Acetylene

*Gas-In-Oil Analysis tests shall be performed before all electrical testing.

C. The Owner or Engineer reserves the right to witness the tests at the manufacturer's facilities. Provide a minimum of 2 weeks notice prior to factory testing.

- D. The Owner or Engineer reserves the right to inspect the completed core and coil assembly prior to tanking. The manufacturer shall notify the Owner and Engineer not less than five days prior to the date of tanking to allow the customer to witness tanking, if so desired.

3.02 FIELD SERVICES:

- A. The Supplier shall include the cost of installation and field testing for each transformer in the spaces provided on the Bid Form. These services shall include the following items at a minimum. The Supplier shall also attach a detailed description with the Bid of field services to be performed.
- B. The services shall include receiving the transformer, unloading, placement of unit on concrete pad, attachment of all radiators and accessories, and filling of oil as required. The Supplier shall inspect the unit and repair any damage experienced during shipment.
- C. The services shall include testing the unit. The minimum tests shall be standard field test, including, but not limited to TTR, megger check, core ground check, and LTC operation tests, and shall include all tests required in order not to void the warranty. Certified test reports shall be supplied. Attach a complete list of tests proposed with the Bid.
- D. In addition to standard field tests, the Supplier shall furnish certified oil tests covering the oil tests listed below. The Supplier shall send the samples to lab approved by the Owner. These tests shall be done in the field after the transformer is placed on the pad, NOT at the manufacturing site.
 - 1. Liquid Screen Analysis:
 - a. Dielectric test (ASTM D877 and D1816-2)
 - b. Neutralization [Acid Number (D-974)]
 - c. Interfacial Tension (D-971)
 - d. Moisture (D-1533)
 - e. Color Number (D-1500)
 - f. Visual and Sediment Examination (D-1524)
 - g. Power Factor @ 25°C and @ 100° C (D-924)
 - h. Specific Gravity (D-1298)
 - 2. Gas-In-Oil Analysis:
 - a. Hydrogen
 - b. Oxygen
 - c. Nitrogen
 - d. Methane
 - e. Carbon Monoxide
 - f. Carbon Dioxide
 - g. Ethane
 - h. Ethylene
 - i. Acetylene

*Gas-In-Oil Analysis tests shall be performed before all electrical testing.

- E. Submission of a Bid with per diem or hourly rate without including a total or limit to this section will be grounds for disqualification of the bid.
- F. The Supplier shall include hourly or daily rate for additional work beyond the scope of this contract in the event these services are required.
- G. **The field services shall be completed within 7 days after delivery of the transformer.**

* * * END OF SECTION * * *

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MATERIAL AGREEMENT

THIS AGREEMENT made as of _____, 2024 between _____ (hereinafter called the "Supplier"), and City of Wayne (hereinafter called the "Owner"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

1.1 SCOPE OF WORK.

The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier the equipment in the Bid, in strict accordance with the documents entitled "Furnishing an Electric Power Transformer, City of Wayne, Wayne, Nebraska."

1.2 THE CONTRACT DOCUMENTS:

The Contract Documents shall consist of this written Agreement, Bid Form, Advertisement for Bids, Instructions to Bidders, Addendums issued numbers ____, Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier's Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the "Contract Documents"). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto.

1.3 TIME OF COMPLETION:

The work to be performed under this contract shall be commenced upon execution of this Agreement. Material shall be fully delivered by _____, and onsite Field Services shall be fully completed by _____.

1.4 THE CONTRACT SUM:

The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of \$ _____, subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.

1.5 PAYMENT:

Payment to the Supplier for the equipment shall be made on the basis of ninety-five percent (95%) of the base price for the equipment, within 30 days of receipt of the equipment in acceptable condition and associated invoice and one hundred percent (100%) of the field services price within 30 days of completion of field services and associated invoice. Payment shall be made for the remaining 5 percent (5%) of the base price, less calculated

penalties, within 30 days after final completion, field testing, and receipt of test reports, final drawings, certification by the Engineer, and associated invoice.

1.6 LIQUIDATED DAMAGES:

Supplier and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the work is not completed and milestones not achieved within the times specified, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in the Instruction to Bidders for delivery or for completion of field assembly and testing until the product is delivered or the field assembly and testing is complete.

1.7 TERMINATION:

This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement, and if the other party fails to initiate and diligently pursue a cure to such breach within the seven (7) day period after receiving such written notice. Further, any delay, suspension, or termination of an order for convenience will be subject to Supplier's Cancellation and Delay Policy, as attached to Supplier's bid.

1.8 ASSIGNMENT:

The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.

1.9 PARTIAL INVALIDITY:

If any provisions of this Agreement are in violation of any statute or rule of law of the State of Nebraska, or is otherwise held to be unenforceable, then such provisions shall be deemed null and void only to the extent that they may be violative of law, and without invalidating the remaining provisions hereof.

1.10 WAIVER:

No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient

grounds to enable the Supplier to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

1.11 ENTIRE AGREEMENT:

This Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.

1.12 COUNTERPARTS:

This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

1.13 GOVERNING LAW:

Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Wayne County, State of Nebraska or the United States District Court for the State of Nebraska. This transaction shall be governed by the laws of the State of Nebraska.

1.14 INSURANCE REQUIREMENTS:

The Supplier shall secure and maintain such insurance policies as specified in the General Requirements of this Contract.

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1.15 NOTICES:

All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

If to Supplier:

City of Wayne
306 Pearl Street
Wayne, NE 68787

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

CITY OF WAYNE
Owner

Supplier

Sign: _____

Sign: _____

Print: _____

Print: _____

ATTEST: _____

ATTEST: _____

Sign: _____

Sign: _____

Print: _____

Print: _____

APPENDIX A

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BIDDING DOCUMENTS
FOR
FURNISHING AN ELECTRIC
POWER TRANSFORMER
CITY OF WAYNE
WAYNE, NEBRASKA

 <p>PROFESSIONAL ELECTRICAL ENGINEER ★ PAUL A DAVIS E-12155 ★ STATE OF NEBRASKA</p>	<p>I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Nebraska.</p> <p>By <u>Paul A. Davis</u> <u>6/XX/2024</u> Paul A. Davis, P.E. (Date)</p> <p>License Number <u>E-12155</u></p> <p>Pages or sheets covered by this seal: <u>All bound pages.</u></p>
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DGR Project No. 412307

DGR Engineering
1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

RESOLUTION NO. 2024-33

**A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR A 69 Kv
CIRCUIT SWITCHER AND AUTHORIZING THE CITY CLERK TO ADVERTISE
FOR BIDS.**

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans and specifications, as prepared by the City's Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City's Engineer.

PASSED AND APPROVED this 18th day of June, 2024.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

Bidding Documents

**Furnishing 69 kV Circuit Switcher
Northeast Substation**



**City of Wayne
Wayne, Nebraska**

June 2024

DGR Project No. 412307



BIDDING DOCUMENTS
FOR
FURNISHING 69 kV CIRCUIT SWITCHER
NORTHEAST SUBSTATION

CITY OF WAYNE
WAYNE, NEBRASKA

Contact persons for this project are as follows:

**Owner's
Representatives:**

City of Wayne
306 Pearl St.
Wayne, NE 68787
402-375-1733

Clayton Dredge
Electric Superintendent
E-mail: cdredge@cityofwayne.org

Wes Blecke
City Administrator
E-mail: wblecke@cityofwayne.org

Engineer:

DGR Engineering
1302 South Union Street
Rock Rapids, Iowa 51246
Telephone 712-472-2531

Paul A. Davis, P.E.
Project Manager
E-mail: paul.davis@dgr.com

Brendan Metzger
Project Engineer
E-mail: brendan.metzger@dgr.com

Note: When emailing DGR Engineering, e-mail both Paul and Brendan.

BIDDING DOCUMENTS
FOR
FURNISHING 69 kV CIRCUIT SWITCHER
NORTHEAST SUBSTATION

CITY OF WAYNE
WAYNE, NEBRASKA

	<p>I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Nebraska.</p> <p>By _____ Paul A. Davis _____ 6/XX/2024 Paul A. Davis, P.E. (Date)</p> <p>License Number <u>E-12155</u></p> <p>Pages or sheets covered by this seal: <u>All bound pages.</u></p>
--	---

DGR Project No. 412307

DGR Engineering
1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com

BIDDING DOCUMENTS

FOR

**FURNISHING 69 kV CIRCUIT SWITCHER
NORTHEAST SUBSTATION**

**CITY OF WAYNE
WAYNE, NEBRASKA**

TABLE OF CONTENTS

	<u>Page No.</u>
Advertisement for Bids	AB-1 – AB-1
Instructions to Bidders.....	IB-1 – IB-6
Bid Bond	430-1 – 430-2
Bid Form.....	BF-1 – BF-2
Performance Bond	610-1 – 610-2
General Requirements	GR-1 – GR-3
Technical Specifications.....	TS-1 – TS-4
Material Agreement.....	MA-1 – MA-4

**CITY OF WAYNE
ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids will be received by the City Administrator of the City of Wayne, Nebraska located at 306 Pearl Street, Wayne, NE 68787, until **1:30 PM CDT on July 18, 2024**, for Furnishing a 69 kV Circuit Switcher for the Northeast Substation for the City of Wayne, Wayne, Nebraska. At said time and place, bids will be publicly opened and read aloud.

The material required is as follows:

69 kV Circuit Switcher

The above work shall be in accordance with the specifications and proposed form of contract now on file in the office of the City in said City of Wayne, Nebraska, by this reference made a part hereof, as though fully set out and incorporated herein.

Each bid shall be made out on bid forms furnished by the Engineer and shall be accompanied by either a certified check or a bid bond executed in an amount of not less than five percent (5%) of the amount of the Bid. The bid security shall be made payable to the City of Wayne. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City of Wayne as liquidated damages in the event the successful bidder fails or refuses to enter into a contract and post a satisfactory Performance Bond. Bids received after the time set for the opening of bids will be returned to the bidder unopened.

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the office of DGR Engineering, Rock Rapids, Iowa, telephone (712) 472-2531, fax (712) 472-2710, website www.dgr.com, e-mail dgr@dgr.com, no deposit required.

Upon shipment of the complete equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped and installed. The Owner shall, within thirty (30) days after delivery receipt of the material, required test reports, record drawings and associated invoice, pay the Supplier 100 percent (100%) of the contract price of the material.

All materials shall be delivered per the dates set in the Specifications. If the bidder is unable to meet this delivery date, the next available date should be listed on the bid form and the Owner will take that into consideration.

The Wayne City Council reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are opened and no bid may be withdrawn during this period. The City Council also reserves the right to reject any or all bids and enter into such contract as it shall deem to be in the best interest of the City of Wayne.

CITY OF WAYNE, NEBRASKA

By /s/ Betty McGuire
City Clerk

INSTRUCTIONS TO BIDDERS

1.01 FAMILIARITY OF CONDITIONS.

- A. Bidders are required to examine to their satisfaction, the plans and specifications and to make sure that the requirements are fully understood. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding their bid.

1.02 BIDDERS QUALIFICATIONS.

- A. Bidder must be capable of performing the work bid upon. The lowest responsive Bidders will be required to satisfy the Owner as to their integrity, experience, number of employees, equipment, personal, and financial ability to perform and ability to finance the cost of the work.
- B. If the information and data requested by the Owner is not furnished, the Owner may consider the Bidder non-responsive or non-responsible. The Owner reserves the right, in its sole and absolute discretion, to accept the bid of a Bidder despite the fact that said Bidder has not submitted any information, list, data or statement requested.
- C. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

1.03 METHOD OF BIDDING.

- A. Bids shall be submitted on a unit price or lump sum basis as stated on the Bid form. In preparing a bid, the Bidder shall specify the price, written legibly in ink or typewritten, at which the Bidder proposes to do each item of work. The price shall be stated with respect to each and every alternate item, whether an add alternate, or a deduct alternate. Failure to state a price for any alternate bid item shall constitute a non-responsive bid that will not be considered. The prices shall be stated in figures. In items where unit price is required, the total amount for each item shall be computed at the unit prices bid for the quantities given in the estimate. In the event of discrepancies in the unit price extensions listed in the bid, unit prices shall govern.
- B. For all work let on a unit price basis, the Engineer's estimate of quantities shown on the bid is understood to be approximate only and will be used only for the purpose of comparing bids. For work let on a lump sum basis, any estimate of quantities provided is furnished for the convenience of Bidders and is not guaranteed.

1.04 **BID SECURITY.**

- A. Each bid shall be accompanied by bid security as specified in the Notice to Bidders and made payable to the Owner. Should the bidder receiving the award fail to execute a satisfactory contract and file acceptable bonds within fifteen (15) days after the award of contract, the Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if Bidder defaults.
- B. The bid security of unsuccessful Bidders will be returned promptly after the award has been made. In no case will the bid security be held longer than thirty (30) days without written permission of the Bidder, except that the bid security of the Bidder to whom the contract is awarded will be retained until he or she has entered into contract and filed an acceptable bond.

1.05 **TAXES.**

- A. The prices for material items in all Bids shall not include provisions for the payment of any sales taxes payable to the State of Nebraska.

1.06 **ALTERNATE MATERIALS.**

- A. Requests for approval of 'or-equal' materials and equipment shall be submitted to the Engineer in writing at least fifteen days prior to receipt of bids. Each request shall conform to the terms and conditions of the bidding documents and to the type, function, and quality standards of approved materials and equipment. The burden of proof of the merit of proposed 'or-equal' materials and equipment is upon the Bidder. The engineer's decision of approval or disapproval of a proposed 'or-equal' item will be final. No substitution shall be approved except by a written addendum issued to all prospective Bidders.
- B. Bidders may submit bids for alternate materials which do not meet all the detailed requirements of the specifications. Such submissions shall be in addition to the basic bid which shall comply with all requirements of the specifications. Bid evaluation and contract award will be made on the basis of the base bid. Alternate materials will then be considered, and the final contract amount adjusted accordingly if the Owner decides to accept bids for alternate materials. In submitting bids for alternate materials, Bidders shall submit manufacturer's data and note the exceptions to the requirements of the plans and specifications.

1.07 **TERMS AND CONDITIONS.**

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions but shall not include any other terms and conditions to this bid. Attachment of additional terms and conditions shall be grounds for disqualification of the submitted bid.

1.08 CHANGES IN QUANTITIES.

- A. Not used.

1.09 SUBMISSION OF BIDS.

- A. Bidders will be furnished with bid form(s) giving the estimate of quantities needed to complete the work. Two copies of the completed bid form(s) and all supporting documentation shall be included with the bid.
- B. If the bid is made by an individual, his or her name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the bid must name the state under the laws of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a bid as agent may be required to submit satisfactory evidence of his or her authority to do so.
- C. Any changes or alterations made in the official bid form, or any additions thereto, may result in the rejection of the bid. No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Owner. Bids in which the unit prices are obviously unbalanced may be rejected.
- D. Should the Bidder find discrepancies, ambiguities, or omissions from these documents, they should immediately notify the Engineer and an addendum will be sent to all known entities holding copies of the Bidding Documents.
- E. Two copies of each bid form and all supporting documentation shall be provided. Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – Furnishing 69 kV Circuit Switcher" to indicate its contents. If forwarded by mail, the envelope shall be mailed to the following address:
 - City of Wayne
 - Attn: Betty McGuire
 - 306 Pearl Street
 - Wayne, NE 68787
- F. Receipt of any Addenda must be acknowledged on the bid form or a copy of any addenda relating to the bid shall be signed and attached to the bid.
- G. No oral, facsimile, e-mail, telegraphic or telephonic bids or modifications will be considered.

1.10 MODIFICATION OR WITHDRAWAL OF BIDS.

- A. A bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. Upon receipt of such notice, the unopened bid will be returned to the Bidder.
- B. If a Bidder wishes to modify its bid prior to bid opening, Bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of bids.
- C. No bid may be withdrawn for a period of thirty (30) days after the scheduled date and time for the receipt of bids.

1.11 CONTRACT AWARD.

- A. Award of the Contract, if an award is made, will be on the basis of the base bid and/or any alternate bid(s) chosen by the Owner, as is in the best interest of the Owner. It is the intent of the Owner to award one (1) Contract for the Circuit Switcher as is deemed to be in the best interest of the Owner. The effect of the base and evaluated costs, guaranteed delivery date, dimensions, and the experience record of the Bidder on units of similar size and rating will be considered in evaluating the bids. This will include the location of manufacturing and assembly and as it relates to BABAA. The Owner reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the Owner. In addition to cost, other items that will impact the award decision include the following:
 - 1. Relevant experience with installations of similar size and type.
 - 2. Support capabilities.
 - 3. Ability to meet specified delivery schedule.
 - 4. Conformance to project specifications.
 - 5. Life cycle and maintenance costs.
 - 6. The Owner's and Engineer's past experience with units manufactured by the Bidder.

1.12 PERFORMANCE BOND.

- A. The Bidder to whom the contract is awarded shall furnish a Performance Bond in an amount equal to the total amount of the bid guaranteeing the faithful performance of the work in accordance with the terms of the contract. Such bond shall be with a surety company authorized to do business in the State of Nebraska and in form acceptable to the Owner. Any costs associated with procuring the necessary bond shall be included in the bid prices. Bidder may furnish a Supply Bond in lieu of a Performance Bonds.

1.13 EXECUTION OF CONTRACT.

- A. The Bidder to whom the contract has been awarded shall enter into contract with the Owner within ten (10) days after the award has been made.
- B. No bid shall be considered binding upon the Owner until the contract is properly executed by both parties and all required bonds are filed.
- C. The contract, when executed, shall be combined with all the Contract Documents identified in the Material Agreement representing the entire agreement between parties. The Bidder shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

1.14 PROJECT SCHEDULE.

- A. The delivery date for the Circuit Switcher is desired to be **the best available date, but no later than March 2, 2026. Based on current material availability, later delivery dates will be considered by the Owner.** The delivery date for the anchor bolts is desired to be by **March of 2025.**
- B. The Owner agrees to indemnify the Supplier for circumstances beyond his control, including acts of God, acts of government, and related circumstances. Actions that cause delivery delays that are under the control of the Supplier are failure to allow sufficient time for manufacturing, failure to inform the Engineer of changes in the manufacturing schedule, or lack of cooperation in establishing effective measures by which delays could be minimized.
- C. The Supplier shall provide monthly progress reports to the Engineer during the manufacturing of the circuit switcher.

1.15 BUILD AMERICA BUY AMERICA ACT (BABAA) REQUIREMENT

- A. Consistent with the Build America Buy America Act Requirement, the Supplier must ensure:
 - 1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The costs of components of a

manufactured product are determined in accordance with 2 CFR 184.5.

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for the meaning of “all manufacturing processes” for specific construction materials.
- B. The Supplier shall provide proof of compliance with the above BABAA requirement.
- C. The Owner **WILL** consider bid that do not meet the BABAA requirements.

* * * END OF SECTION * * *

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BID BOND

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

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____

\$ _____

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BID FORM

TO: City of Wayne
Wayne, Nebraska

FROM: Bidder's Name _____

Address _____

Pursuant to and in compliance with the Notice to Bidders and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

Addendum Number

Addendum Date

1. The prices set forth herein do not include any sums which are or may be payable by the seller on account of taxes imposed by the State of Nebraska upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.
2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.
3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Wayne, Nebraska, F.O.B. Offloading and installation will be completed by Others.
4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.
5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.
6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the circuit switcher, in strict conformance with the specifications and Bidding Documents, to-wit:

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
BID ITEMS:				
A	1	69 kV Circuit Switcher, 3Ø, with steel stand (ea.)	\$_____	\$_____
B	4	Anchor bolts (ea.)	\$_____	\$_____
TOTAL BID AMOUNT:				\$_____

7. Manufacturer: _____
8. Manufacturing Location: _____
9. Dimensions: Attach a drawing of the proposed equipment with all dimensions
10. Anchor Bolt Size and Template Information: _____
11. Guaranteed Delivery Dates:
 - a. Anchor Bolts: _____
 - b. Circuit Switcher and Steel Stand: _____

*All materials shall be furnished F.O.B., Wayne, Nebraska.

Dated this _____ day of _____, 2024.

Bidder _____

Address _____

Authorized Officer _____

Signature _____

Title _____

Telephone No. _____

E-mail _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY:

- A. Materials shall be supplied as specified herein, and shall be in accordance with the applicable NEMA, ANSI, IEEE, IPCEA, ASTM Standards, NEC, and the Standards of the Underwriter's Laboratory.

1.02 CONTRACT AWARD:

- A. The Owner will award one (1) contract for the Circuit Switcher as deemed in the best interest of the Owner. The following dates represent the proposed schedule for this Contract:

July 18, 2024	Bid Opening
August 2, 2024	Estimated Council Award Contract
March 2, 2026+	Delivery of Circuit Switcher

+ Contract price deductions (liquidated damages) apply to these dates.

Delivery of the Circuit Switcher is desired to be no later than March 2, 2026. Based on current material availability, later delivery dates will be considered by the Owner.

1.03 SUBMITTALS:

- A. In addition to any drawings and data submitted with the bid, the Supplier, after award of the contract and before proceeding with the manufacture of the material, shall furnish the Engineer electronic copies of all design calculations, data sheets and drawings covering the design and installation of the material for approval.
- B. The Supplier shall submit structural details and drawings of the equipment outline, schematics, and wiring diagrams for approval. All drawings shall be approved prior to fabrication.
- C. The Supplier shall be responsible for all drawings required to fully document the function of all equipment internal to the control panels. The Supplier shall also note external equipment connections on the wiring diagrams.
- D. The Supplier shall supply to the Engineer an electronic copy in .pdf and an AutoCAD compatible format of each of the above-mentioned drawings for all submittals.

- E. Drawings submitted shall be in 11 x 17 format.
- F. Drawings shall be transmitted with a cover letter and such letter shall indicate the submittal numbers, drawings included in transmittal, and date sent.
- G. Approval of final Supplier's drawings or data by the Engineer shall not relieve the Supplier of any part of his responsibility to meet all the requirements of this specification or as to the correctness of his drawings and data. Further, approval of the Engineer does not relieve the Supplier of responsibility for the adequacy of the design.
- H. Shop drawings for all material shall be submitted within 6 weeks of award.
- I. Allow 2-3 weeks for the Engineer's review of the shop drawings.
- J. See the Technical Specifications for additional submittal requirements.

1.04 SHIPPING AND DELIVERY PROCEDURES:

- A. The Bid(s) shall include F.O.B to the project location in Wayne, Nebraska. The project site address is as follows:

Northeast Substation
1402 Centennial Rd
Wayne, NE 68787
- B. Supplier shall notify the Owner and Engineer when equipment is ready for shipment **at least 7 days prior to delivery**. In addition, seller shall advise the Owner of method of shipment, projected routing, and estimated time in shipment.
- C. Supplier shall notify the Director of Electrical Utilities (Todd Friesleben – (712) 249-0538) by telephone when equipment is ready for shipment, **AT LEAST 48 HOURS PRIOR TO DELIVERY**.
- D. Title to the equipment shall pass to the Owner upon acceptance testing and checkout of the equipment and receipt of all required documentation.
- E. Deliveries Accepted: Monday-Friday, 8:00 AM – 3:00 PM, working days only.
- F. Supplier shall also coordinate delivery in advance with the Owner's substation construction Contractor to ensure that site preparations are complete, and the Contractor can schedule to be on-site during delivery of the equipment.
- G. The Supplier shall coordinate delivery locations with the Owner and Engineer.
- H. Offloading and installation will be completed by Others.

1.05 INSURANCE REQUIREMENTS:

- A. Casualty Insurance: Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.

1.06 WARRANTY:

- A. Supplier shall furnish a standard warranty package with the material.
- B. **The warranty shall be in effect a minimum of 60 months from date of delivery.**
- C. The Supplier shall warrant the circuit switcher for a period of five (5) years for any SF6 leaks. Any gas leaks greater than 0.5% per year found during this warranty period shall be repaired by the Supplier, at the Supplier's expense.
- D. Shall be comprehensive, without deductibles, and shall cover all equipment furnished by Supplier, whether or not it was manufactured by the Supplier.
- E. All repair parts, labor, and travel expenses necessary for repairs at the job site shall be included.
- F. The Supplier shall repair or replace any materials found to be defective at no cost to the Owner.
- G. Any costs incurred by the Owner due to defective materials supplied by the Supplier shall be reimbursed to the Owner by the Supplier.

1.07 TERMS AND CONDITIONS:

- A. The Bidder is invited to attach their standard patent protection and liability limitation conditions but shall not include any other terms and conditions to this bid. **Any terms or conditions submitted with the Bid other than the terms or conditions herein listed shall be grounds for disqualification of bid. All additional costs required to meet this specification shall be deemed to be included in the base price.**

* * * END OF SECTION * * *

TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.01 SCOPE:

- A. The Notice to Bidders, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this Section.
- B. Work under this Section includes supplying the equipment as herein specified.

1.02 PAYMENT:

- A. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.03 DRAWINGS AND MANUALS

A. Approval drawings:

- 1. Submit as electronic files in AutoCAD and .pdf compatible formats via e-mail to the Engineer.
- 2. Drawings shall be no larger than 11X17.
- 3. Drawings and instructions shall be submitted to the Engineer prior to manufacture of the circuit switcher.

B. Final Drawings and Images:

- 1. Furnish three (3) paper sets and one (1) electronic .pdf and AutoCAD files of the following:
 - a. Nameplate drawing.
 - b. Outline of equipment.
 - c. Control schematics and wiring diagrams of all equipment.
 - d. Connection diagrams.
 - e. Instruction books for circuit switcher and all equipment.
- 2. Provide maintenance schedule of all the circuit switcher components. The supplier shall furnish a complete schedule of the maintenance items. The schedule shall state how often and what steps shall be performed during maintenance.

3. Furnish all final drawings no later than 10 days following the final test of equipment.
 4. Submit electronic files on a CD or via a secure cloud file sharing service.
- C. All drawings, manuals, nameplates, including nameplates for auxiliary devices shall be printed in English.

1.04 REFERENCES:

- A. Circuit switcher shall comply but not limited to the following documents:
1. American National Standards Institute.
 2. Institute of Electrical and Electronics Engineers
 3. National Electrical Code.
 4. National Electrical Safety Code.
 5. American Society for Testing and Materials.

PART 2 - PRODUCTS

2.01 CIRCUIT INTERRUPTER CONSTRUCTION:

- A. Interrupter to include the following:
1. Horizontal three (3) pole, porcelain unit with three (3) single gap interrupting contacts.
 2. Three (3) series integral disconnect switches that are coordinated with the opening and closing of the interrupting contacts.
 3. Motor operator for operation of the disconnect switches.
 4. Rigid interphase coupling steel frame for mounting on a single leg.
 5. Gas (SF6) type interrupter with a spring operator mechanism.
 6. Target to indicate interrupter position.
 7. Two coats, 3 mils, of ANSI #70, light gray, rust and oil resistant paint.
 8. Four (4) hole termination pads, capable of withstanding 200 lbs of downward force, with NEMA standard spacing.

9. Anchor bolts to mount the switcher.
10. Ratings:

Nominal Voltage -	69 kV
Insulation Level -	350 BIL
Continuous Current -	1,200 A
Momentary Current -	64,000 A
Fault Interrupting Current (min.) -	25,000 A
Maximum Interrupting Time -	6 cycles
Phase Spacing -	48 in.
Mounting Pedestal Height -	120 in.
Min. Operating Temperature -	- 40° C

B. The interrupter control cabinet shall include the following features:

1. Manual trip and close pushbuttons.
2. Mechanical position indicator
3. 240 VAC heater and thermostat.
4. 120 VAC cabinet light with door actuated switch and outlet.
5. Operation counter.
6. Local/remote selector switch.
7. 125 VDC control.
8. Auxiliary switch contacts – a minimum of eight (8) poles for customer usage.
9. ANSI #70, light gray, interior and exterior finish.
10. Attachment to the mounting pedestal.
11. Hinged door for access.
12. Relays to monitor AC and DC voltage at the interrupter. Supply Potter & Brumfield KRP relays or equal.

2.02 ACCEPTABLE MANUFACTURERS:

A. A circuit switcher from the following list of manufacturers only shall be furnished, unless written permission is obtained from the Engineer or Owner.

1. S&C – Model 2010

2. Southern States – Model CSH-B
3. Or engineered approved equal.

* * * END OF SECTION * * *

DRAFT

MATERIAL AGREEMENT

THIS AGREEMENT made as of _____, 2024 between _____ (hereinafter called the "Supplier"), and **City of Wayne, NE** (hereinafter called the "Owner"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

1.01 SCOPE OF WORK.

- A. The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier equipment in strict accordance with the documents entitled "**Furnishing 69 kV Circuit Switcher Northeast Substation**" for City of Wayne.

1.02 THE CONTRACT DOCUMENTS.

- A. The Contract Documents shall consist of this written Agreement, Bid Form, Notice to Bidders, Instructions to Bidders, Addendums issued numbers ___, Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier's Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the "Contract Documents"). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto. The Unit(s) will be designed, manufactured, tested, shipped, sold and invoiced in accordance with _____ (Supplier) bidding documents, revision ___, dated _____.

1.03 TIME OF COMPLETION.

- A. The work to be performed under this contract shall be commenced upon execution of this Agreement. Material shall be fully delivered by **March 2, 2026**.

1.04 THE CONTRACT SUM.

- A. The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of \$_____, subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.

1.05 PAYMENT.

- A. Payment to the Supplier for the equipment shall be made on the basis of one hundred percent (100%) of the base bid for the equipment, within 30 days of receipt of the equipment in acceptable condition, final drawings, instruction manuals, test reports, certification by Engineer and associated invoice.

1.06 TERMINATION.

- A. This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement and, that party fails to initiate and diligently pursue a cure to such breach within the seven (7) day period after receiving such written notice.

1.07 ASSIGNMENT.

- A. The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.

1.08 PARTIAL INVALIDITY.

- A. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Nebraska, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

1.09 WAIVER.

- A. No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Supplier to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

1.10 ENTIRE AGREEMENT.

- A. The within Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.

1.11 COUNTERPARTS.

- A. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

1.12 GOVERNING LAW.

- A. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Wayne County, State of Nebraska or the United States District Court for the State of Nebraska. This transaction shall be governed by the laws of the State of Nebraska.

1.13 INSURANCE REQUIREMENTS.

- A. The Supplier shall secure and maintain such insurance policies as specified in the General Requirements of this Contract.

1.14 NOTICES.

- A. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

If to Supplier:

City of Wayne

306 Pearl Street

Wayne, NE 68787

1.15 RISK OF LOSS.

- A. Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner’s Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Buyer accepts the Equipment.

1.16 LIQUIDATED DAMAGES.

- A. Supplier and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in

proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Supplier agree that as liquidated damages for delay (but not as a penalty):

Substantial Completion: Supplier shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

<u>City of Wayne</u>	<u>Supplier</u>
Owner	Supplier
Sign: _____	Sign: _____
Print: _____	Print: _____
ATTEST	ATTEST
Sign: _____	Sign: _____
Print: _____	Print: _____

DRAFT



I hereby certify that this plan, specification or report was prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Nebraska.

By Paul A. Davis 6/XX/2024
Paul A. Davis, P.E. (Date)

License Number E-12155

Pages or sheets covered by this seal: All bound pages.

[Back to Top](#)**Betty McGuire - [External] Prairie Park PHS 1 Pay Request #3**

From: "Matthew M. Smith" <mmsmith@olsson.com>
To: Betty McGuire <betty@cityofwayne.org>
Date: 6/12/2024 1:28 PM
Subject: [External] Prairie Park PHS 1 Pay Request #3
Cc: Wes Blecke <wblecke@cityofwayne.org>, Jordan Utesch <jutesch@olsson.com>
Attachments: Wayne Prairie Park PHS1 Pay App 3.pdf

Hi Betty,

Attached is an item for next week's agenda. Summary below:

- Pay Request #3 for Prairie Park PHS I (Cooney) - \$335,440.19
 - Progress Payment

I am out of town next Tuesday, so won't be able to attend next week's meeting (6/18), but if you are able to send me a virtual link to the meeting, I could call in.

Don't hesitate to reach out if there are any questions before that meeting.

Thanks,
Matthew
Matthew Smith, PE
Group Leader / Civil

D [402.241.6816](tel:402.241.6816)

C [402.380.0567](tel:402.380.0567)

1707 Dakota Avenue
South Sioux City, NE 68776
O [402.494.3059](tel:402.494.3059)



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CERTIFICATE OF PAYMENT: 3



Date of Issuance: 06/13/24

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: \$1,202,561.30

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 \$1,202,561.30
 Less retainage percentage 10% \$120,256.13
 Net amount due including this estimate \$1,082,305.17
 Less: Estimates previously approved:

No. 1 <u>\$423,675.27</u>	No. 3 <u>\$0.00</u>	No. 5 <u>\$0.00</u>
No. 2 <u>\$323,189.71</u>	No. 4 <u>\$0.00</u>	No. 6 <u>\$0.00</u>

Total Previous Estimates: \$746,864.98

NET AMOUNT DUE THIS ESTIMATE: \$335,440.19

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

A ITEM NO.	B DESCRIPTION OF WORK	C Pay Est. Qty.	D Unit Price	E SCHEDULED VALUE	F QTY FROM PREVIOUS PERIOD		G WORK COMPLETED		H MATERIALS STORED PREVIOUSLY	I TOTAL QUANTITY TO DATE	J % (AMF)	K BALANCE TO FINISH (E-M)	L RETAINAGE
					Total From Previous	Chg from previous	Total from this Period	Chg from this Period					
1	MOBILIZATION	1	\$71,500.00	\$71,500.00	0.00	0.00	0.04	\$680.00	0.00	0.04	97.00%	\$645.00	\$2,026.50
2	EARTHWORK	1	\$253,211.80	\$253,211.80	0.75	\$189,938.85	0.25	\$63,272.95	\$0.00	\$253,211.80	100.00%	\$0.00	\$25,321.18
3	18" CONCRETE CURB AND GUTTER	4025	\$34.65	\$139,455.25	3,644.00	\$126,254.80	381.00	\$13,201.45	\$0.00	\$139,455.25	100.00%	\$0.00	\$13,946.63
4	24" FES	6	\$780.00	\$4,680.00	6.00	\$4,680.00	0.00	\$0.00	\$0.00	\$4,680.00	100.00%	\$0.00	\$468.00
5	36" FES	2	\$1,060.00	\$2,120.00	4.00	\$4,240.00	0.00	\$0.00	\$0.00	\$2,120.00	100.00%	\$0.00	\$212.00
6	36" FES	2	\$1,060.00	\$2,120.00	4.00	\$4,240.00	0.00	\$0.00	\$0.00	\$2,120.00	100.00%	\$0.00	\$212.00
7	30" INTORP. MANHOLE BASIN	5	\$7,600.00	\$38,000.00	5.00	\$38,000.00	0.00	\$0.00	\$0.00	\$38,000.00	100.00%	\$0.00	\$3,800.00
8	CURB FLUME	9	\$1,047.95	\$9,431.55	9.00	\$9,431.55	0.00	\$0.00	\$0.00	\$9,431.55	100.00%	\$0.00	\$943.16
9	24" STORM SEWER PIPE	1175	\$62.40	\$73,284.00	1,175.00	\$73,284.00	0.00	\$0.00	\$0.00	\$73,284.00	100.00%	\$0.00	\$7,328.40
10	36" STORM SEWER PIPE	895	\$88.40	\$79,111.60	895.00	\$79,111.60	0.00	\$0.00	\$0.00	\$79,111.60	100.00%	\$0.00	\$7,911.16
11	ROCK ROAD AND PARKING BASE INCORPORATED	3000	\$41.95	\$125,850.00	3,000.00	\$125,850.00	0.00	\$0.00	\$0.00	\$125,850.00	100.00%	\$0.00	\$12,585.00
12	ROCK ROAD AND PARKING BASE COURSE	3000	\$41.95	\$125,850.00	3,000.00	\$125,850.00	0.00	\$0.00	\$0.00	\$125,850.00	100.00%	\$0.00	\$12,585.00
13	REMOVE TREE	10	\$4,500.00	\$45,000.00	10.00	\$45,000.00	0.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$4,500.00
14	SEEDING	30	\$2,310.00	\$69,300.00	30.00	\$69,300.00	0.00	\$0.00	\$0.00	\$69,300.00	100.00%	\$0.00	\$6,930.00
15	EROSION CONTROL	1	\$25,189.00	\$25,189.00	0.22	\$2,771.58	0.00	\$0.00	\$0.00	\$2,771.58	90.00%	\$3,518.90	\$3,167.01
16	TRAFFIC CONTROL	1	\$4,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,000.00	\$4,000.00
17	CONCRETE DRIVEWAY	1	\$14,442.63	\$14,442.63	1.00	\$14,442.63	0.00	\$0.00	\$0.00	\$14,442.63	100.00%	\$0.00	\$1,444.27
Change Order													
Contract Total												\$1,229,205.20	
												10,852.80	
												\$854,115.83	
												4,826.97	
												\$348,446.37	
												\$1,202,661.30	
												91.78%	
												\$26,643.80	
												\$1,200,264.13	

[Back to Top](#)

Betty McGuire - RE: [External] 23115 Wayne City Hall & Police Relocation Pay App No. 07

From: Adrienne Geer <ageer@cwparchitects.com>
To: Wes Blecke <wblecke@cityofwayne.org>, Betty McGuire <betty@cityofwayne.org>
Date: 6/6/2024 9:20 AM
Subject: RE: [External] 23115 Wayne City Hall & Police Relocation Pay App No. 07
Cc: Gavin Tupper <gtupper@cwparchitects.com>, Kelley Rosburg <krosburg@cwpar...>
Attachments: ACP-07 240606.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. 07, period to May 31, 2024, submitted by Otte Construction Company, LLC. We have reviewed this application and recommend payment be made directly to the Contractor in the amount of \$271,455.00.

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:
 City of Wayne
 306 Pearl Street
 Wayne, NE 68787

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

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

Via Architect:
 Carlson West Povondra Architects
 5060 Dodge Street
 Omaha, NE 68132

Application No: 7
Period To: 5/31/2024
Contract For: General
Contract Date: 10/17/2023

Distribution To:
 Owner
 Architect
 Contractor

Project NOS: CWPA 23115
 Field
 Other

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'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	\$ 2,356.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 4,206,856.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,422,283.00

5. RETAINAGE:

- a. 10% of Completed Work (Columns D + E on G703) \$ 142,228.00
- b. 10% of Stored Material (Column F on G703) \$ -

Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703) \$ 142,228.00

6. TOTAL EARNED LESS RETAINAGE	\$ 1,280,055.00
(Line 4 minus Line 5 Total)	\$ 1,008,600.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 271,455.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 271,455.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 2,926,801.00

CONTRACTOR: OTTE CONSTRUCTION COMPANY, LLC
By: *John M. ...* Date: 6/3/2024
 State of: Nebraska
 County of: Wayne
 Subscribed and sworn to before me 3 day of June 2024
 County of: Wayne
 Notary Public: *Kennethson Armstrong*
 My commission expires: 1/22/2028



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: \$ 271,455.00
 (Attach explanation if amount certified differs from the amount applied - initial 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: 06.06.2024

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	\$ 6,333.00	\$ (3,977.00)
Total approved this month	\$ -	\$ -
TOTAL	\$ 6,333.00	\$ (3,977.00)
NET CHANGES by Change Order	\$	2,356.00

G703

APPLICATION NUMBER: 7

APPLICATION DATE: 6/3/2024

PERIOD TO: 5/31/2024

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)	THIS PERIOD	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	General Conditions, Supervision, Project Start-Up	73,220	23,736	3,390	0	0	27,126	46,094	2713	
2	Bonds & Insurance	40,960	40,960	0	0	0	40,960	0	4096	
3	Submittal Exchange Allowance	8,500	7,920	0	0	0	7,920	580	792	
4	Site Demo & Earthwork	192,030	82,653	0	0	0	82,653	109,377	8265	
5	Building Demolition & Infills	76,490	71,530	0	0	0	71,530	4,960	7153	
6	Concrete Figs, Slabs, Walls, Steps	190,410	158,876	0	0	0	158,876	31,534	15888	
7	Waterproofing, Drainage, & Backfilling	23,470	3,584	4,367	0	0	7,951	15,519	795	
8	Structural Steel & Erection	106,250	87,288	0	0	0	87,288	18,962	8729	
9	Precast Hollowcore	15,540	15,540	0	0	0	15,540	0	1554	
10	Rough Carpentry & Sheathing	27,470	8,304	1,970	0	0	10,274	17,196	1027	
11	TPO Roofing & Sheetmetal	65,030	0	0	0	0	0	65,030	0	
12	Roof Specialties	8,270	3,830	0	0	0	3,830	4,440	383	
13	Doors, Frames, & Hardware	183,940	48,259	18,868	0	0	65,127	118,813	6513	
14	Aluminum Entrance, Windows, & Glazing	96,250	0	0	0	0	0	96,250	0	
15	Metal Studs, Insulation, Drywall, Ballistic Panels	381,830	144,177	83,263	0	0	227,440	154,390	22744	
16	EIFS System	27,100	0	0	0	0	0	27,100	0	
17	Metal Wall Panels	68,320	0	0	0	0	0	68,320	0	
18	Acoustical Ceilings	52,000	0	0	0	0	0	52,000	0	
19	Finish Floorings & Sealers	114,990	0	0	0	0	0	114,990	0	
20	Painting, Wall Coverings, & Caulking	147,400	0	0	0	0	0	147,400	0	
22	Cabinetry, Millwork, & Tops	202,230	0	0	0	0	0	202,230	0	
22a	Council Chambers Custom Millwork	21,070	0	0	0	0	0	21,070	0	
23	Sectional Overhead Doors	33,530	0	0	0	0	0	33,530	0	
24	Wall Protection & Signage	7,870	0	0	0	0	0	7,870	0	
25	Toilet Partitions, Accessories, VD's, & FE's	21,120	0	0	0	0	0	21,120	0	
26	FRP Paneling	8,340	0	0	0	0	0	8,340	0	
27	Lockers	18,220	407	0	0	0	407	17,813	41	
28	Roller Shades	3,330	0	0	0	0	0	3,330	0	

G703

APPLICATION NUMBER: 7
 APPLICATION DATE: 6/3/2024
 PERIOD TO: 5/31/2024
 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)	THIS PERIOD	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
29	Food Service Appliances	30,080	0	0	0	0	0	0	30,080	0
30	Flagpole	5,120	0	0	0	0	0	0	5,120	0
31	Awnings	6,500	0	0	0	0	0	0	6,500	0
32	Plumbing & HVAC	352,970	147,485	0	30,660	0	0	178,145	174,825	178,145
33	Electrical	642,750	159,248	0	96,278	0	0	255,526	387,224	255,526
33a	Fire Alarm	20,000	2,000	0	1,000	0	0	3,000	17,000	300
33b	Emergency Generator	63,000	50,400	0	0	0	0	50,400	12,600	5040
33c	Switchgear	113,000	22,600	0	45,200	0	0	67,800	45,200	6780
33d	Audio, Visual, & Access Control	310,000	31,000	0	15,500	0	0	46,500	263,500	4650
33e	Data & Communications	149,000	0	0	0	0	0	0	149,000	0
34	Concrete Site Paving	170,780	0	0	0	0	0	0	170,780	0
35	Storm Sewer Utilities	32,720	0	0	0	0	0	0	32,720	0
36	Planting Beds	5,000	0	0	0	0	0	0	5,000	0
37	Installation of OFCI & Allowance Items	8,400	0	0	0	0	0	0	8,400	0
38	Thru-Wall Depositories Allowance	10,000	0	0	0	0	0	0	10,000	0
39	Athletic Wall & Floor Pads Allowance	20,000	0	0	0	0	0	0	20,000	0
40	Owner Contingency Allowance	50,000	12,870	0	1,120	0	0	13,990	36,010	1399
CO 001	Office Window & Flooring Revisions	2,356	0	0	0	0	0	0	2,356	0
		4,206,856	1,120,667	301,616	0	1,422,283	34%	2,784,573	142,228	142,228



CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne - Parks & Rec Maintenance Building**
Owner Project No.: **CEP No.: 001**
Architect Project No.: **CWPA 24111** Date: **June 3, 2024**
Contractor Project No.: **24-12**

Description of proposed change(s):

Provide cost to change from IMP building panel system to a standard metal panel with interior insulation/vapor barrier system, and revisions to the foundation design per PR 001 issued by CWP on 05/08/2024.

IMP Panel System (Material Credit)	<\$ 206,125.00>
Behlen Metal Building System Change (Material)	\$ 63,366.00
Silvercote Insulation Package (Material)	\$ 26,500.00
North Central Builders Erection (Labor)	No Change
Miller Painting (Material & Labor Credit)	<\$ 5,433.00>
Clausen Concrete Foundation (Material & Labor Credit)	<\$ 4,950.00>
White Cap Foundation Reinforcing (Material)	<\$ 492.00>
Total Credit:	<\$ 127,134.00>

TOTAL AMOUNT OF DEDUCT: \$127,134.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: *[Signature]*
Contractor

Date: 6/3/2024

RECOMMENDED APPROVAL

BY: *[Signature]*
Architect
APPROVED

Date: 6/3/2024

BY: _____
Owner

Date: _____

May 17, 2024

Proposal Request
PR 001

Project:
Wayne Parks & Rec Maintenance Building
520 Fairgrounds Ave.
Wayne, NE 68787

Owner:
City of Wayne
306 Pearl Street
Wayne, NE 68787

From Architect:
Mathew Drummond
Carlson West Povondra Architects
5060 Dodge Street
Omaha, NE 68132

To Contractor:
Otte Construction Company, LLC
521 Centennial Road
Wayne, NE 68787



**CARLSON
WEST
POVONDRA**
ARCHITECTS

5060 Dodge Street
Omaha, Nebraska 68132
402.551.1500

cwaarchitects.com

CWP 24111

Contract Date: May 08, 2024

PR 001 – Behlen Building Systems

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within 10 days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which the proposal will be submitted.

Description:

As indicated by the revisions on the attached drawing sheets, the City of Wayne is requesting that the previously specified Insulated Metal Wall Panel system be changed to a standard metal panel with interior insulation and vapor barrier. The 4" Insulated Metal Panel is to be replaced with 3/4" Exterior Metal Panel by the PEMB MFR. While the 4" Insulated Metal Roof Panel is to be replaced with 1 1/2" Standing Seam Metal Roof Panel by the PEMB MFR. For both the roof and the exterior wall, provide white, reinforced face insulation R19+R11 Liner System. With the change in metal wall panels and insulation, it is also expected that the amount of exposed steel that would require paint will be reduced. Please provide revised pricing to paint only those steel members that are visible outside of the insulation liner system. Lastly, the size of the stem walls and footings can be reduced due to the smaller thickness of the metal panels. See revised structural drawings for reductions in concrete foundations.

Architectural:

1. Sheet A1.1:
 - a. Wall Types:
 - i. Wall Type B has been changed. Remove 4" Insulated Metal Panel, replace with 3/4" Exterior Metal Panel by PEMB MFR.
Added "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - b. 1/A1.1 First Floor Plan:
 - i. Walls tagged Wall Type B have been adjusted in the floor plan.
 - c. 2/A1.1 First Floor Reflected Ceiling Plan:
 - i. Exterior wall thickness has been adjusted accordingly due to Wall Type B.
 - d. 3/A1.1 Roof Plan
 - i. Roof has been adjusted accordingly.
2. Sheet A3.1:
 - a. Exterior Materials Schedule:
 - i. IMRP-1
 1. Tag changed to MRP-1. IMRP-1 is removed from the Exterior Materials Schedule.
 - ii. IMWP-1 changed to MP-1
 1. Changed 4" CF Mesa – IMP By Nucor Building Systems to 3/4" Exterior Metal Panel by Behlen Building Systems. Change color to Ceram-A-Star Polar White. Removed Notes.
 - iii. IMWP-2 changed to MP-2
 1. Changed 4" CF Mesa – IMP By Nucor Building Systems to 3/4" Exterior Metal Panel by Behlen Building Systems. Changed Color to Kynar 500 Charcoal. Removed Notes.
 - iv. MRP-1
 1. Changed CFR Standing Seam Roof Panel By Nucor Building Systems to 2" ZL-16 Standing Seam Roof System by Behlen Building Systems. Changed Color to Kynar 500 Charcoal. Removed Notes.
 - b. 1/A3.1 North Elevation:
 - i. Adjusted the Elevation accordingly due to the modifications of IMWP-1, IMWP-2, & MRP-1.
 - c. 2/A3.1 East Elevation:
 - i. Adjusted the Elevation accordingly due to the modifications of IMWP-1, IMWP-2, & MRP-1.

- ii. Changed IMRP-1 to MRP-1 on the roof.
 - d. 3/A3.1 South Elevation:
 - i. Adjusted the Elevation accordingly due to the modifications of IMWP-1, IMWP-2, & MRP-1.
 - e. 4/A3.1 West Elevation:
 - i. Adjusted the Elevation accordingly due to the modifications of IMWP-1, IMWP-2, & MRP-1.
 - ii. Changed IMRP-1 to MRP-1 on the roof.
- 3. Sheet A4.1:
 - a. 1/A4.1 Building Section:
 - i. Adjusted the exterior walls accordingly.
 - ii. Adjusted the roof accordingly.
 - iii. Adjusted the stem walls accordingly.
 - b. 2/A4.1 Building Section:
 - i. Adjusted the exterior walls accordingly.
 - ii. Adjusted the roof accordingly.
 - iii. Adjusted the stem walls accordingly.
 - c. 3/A4.1 Building Section:
 - i. Adjusted the exterior walls accordingly.
 - ii. Adjusted the roof accordingly.
 - iii. Adjusted the stem walls accordingly.
 - d. 4/A4.1 Wall Section:
 - i. Adjusted the exterior walls accordingly.
 - 1. Added note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - 2. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - 3. Replaced note "4" INSUL. MTL ROOF PANEL BY PEMB MFR." To "1 1/2" STANDING SEAM MTL ROOF PANEL BY PEMB MFR."
 - ii. Adjusted the stem walls accordingly.
 - e. 5/A4.1 Wall Section:
 - i. Adjusted the exterior walls accordingly.
 - 1. Added note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - 2. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - 3. Replaced note "4" INSUL. MTL ROOF PANEL BY PEMB MFR." To "1 1/2" STANDING SEAM MTL ROOF PANEL BY PEMB MFR."
 - ii. Adjusted the stem walls accordingly.
 - f. 6/A4.1 Base Bid: Base Detail:
 - i. Adjusted the exterior walls accordingly.
 - 1. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - 2. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - 3. Removed note "SLOPE 1/2" PER FOOT, TYP."
 - 4. Added note "ALIGN"
 - ii. Adjusted the stem walls accordingly.
 - g. 7/A4.1 Base Bid: Base Detail:
 - i. Adjusted the exterior walls accordingly.
 - 1. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - 2. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - 3. Removed note "SLOPE 1/2" PER FOOT, TYP."
 - 4. Added note "ALIGN EXTERIOR FACE OF STEM WALL TO EXTERIOR FACE OF GIRTS"
 - ii. Adjusted the stem walls accordingly.
 - h. 8/A4.1 Canopy Connection Detail:
 - i. Added note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - ii. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - i. 9/A4.1 Roof Detail:
 - i. Added note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - ii. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - iii. Removed note "EXPANSION FOAM INSUL. BY PEMB MFR."
 - j. 10/A4.1 Base Bid: Panel Transition Detail:

- i. Added note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - ii. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - k. 12/A4.1 Typ. Eave Detail:
 - i. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - ii. Replaced note "4" INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - iii. Replaced note "4" INSUL. MTL ROOF PANEL BY PEMB MFR." To "1 1/2" STANDING SEAM MTL ROOF PANEL BY PEMB MFR."
 - iv. Remove dimension string 2"
- 4. Sheet A4.2 Building Details:
 - a. 4/A4.2 Typ. Ridge Detail:
 - i. Replaced "4" INSUL. MTL. ROOF PANEL BY PEMB" to "1 1/2" STANDING SEAM MTL ROOF BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Removed dimension string 1"
 - b. 5/A4.2 Typ. Snowguard Detail:
 - i. Adjusted mtl roof detail.
 - c. 8/A4.2 Plan Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - d. 9/A4.2 Plan Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Removed note "Expansion Foam insul. By PEMB MFR."
- 5. Sheet A5.1 Door & Frame Elevations
 - a. 1/A5.1 O.H. Door Head Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - b. 2/A5.1 O.H. Door Jamb Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - iv. Replaced note "TWO PIECE EXT. JAMB TRIM BY PEMB MFR" to "EXT. JAMB TRIM BY PEMB MFR."
 - c. 4/A5.1 HM Door Head Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - d. 5/A5.1 HM Door Head Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - iv. Replaced note "TWO PIECE EXT. JAMB TRIM BY PEMB MFR" to "EXT. JAMB TRIM BY PEMB MFR."
 - e. 8/A5.1 FRP Door Head Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.

- iv. Replaced note "TWO PIECE EXT. JAMB TRIM" to "EXT. JAMB TRIM BY PEMB MFR."
- f. 9/A5.1 FRP Door Jamb Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB" To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - iv. Replaced note "TWO PIECE EXT. JAMB TRIM" to "EXT. JAMB TRIM BY PEMB MFR."
- g. 10/A5.1 Base Bid: Window Head/Sill Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - iv. Replaced note "TWO PIECE EXT. JAMB TRIM" to "EXT. JAMB TRIM BY PEMB MFR."
- h. 11/A5.1 Base Bid: Window Head/Sill Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - iv. Replaced note "TWO PIECE EXT. JAMB TRIM" to "EXT. JAMB TRIM BY PEMB MFR."
- i. 11/A5.1 Base Bid: Window Head/Sill Detail:
 - i. Replace note "INSUL. MTL PANEL BY PEMB MFR." To "3/4" EXTERIOR METAL PANEL BY PEMB MFR."
 - ii. Added material & note "WHITE, REINFORCED FACE INSUL. R19 + R11 LINER SYSTEM BY PEMB MFR."
 - iii. Adjusted trim detail to align.
 - iv. Replaced note "TWO PIECE EXT. JAMB TRIM BY PEMB" to "EXT. JAMB TRIM BY PEMB MFR."

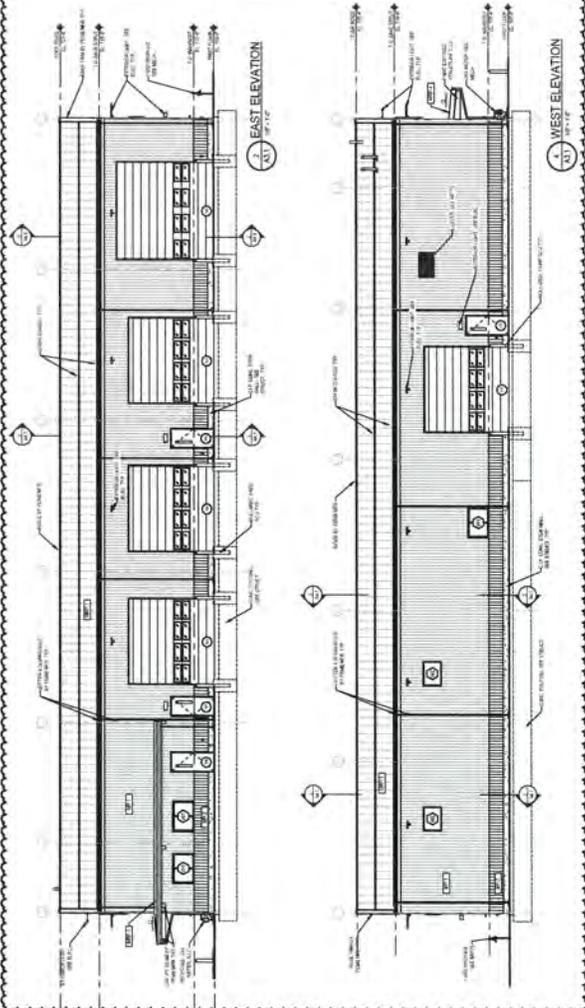
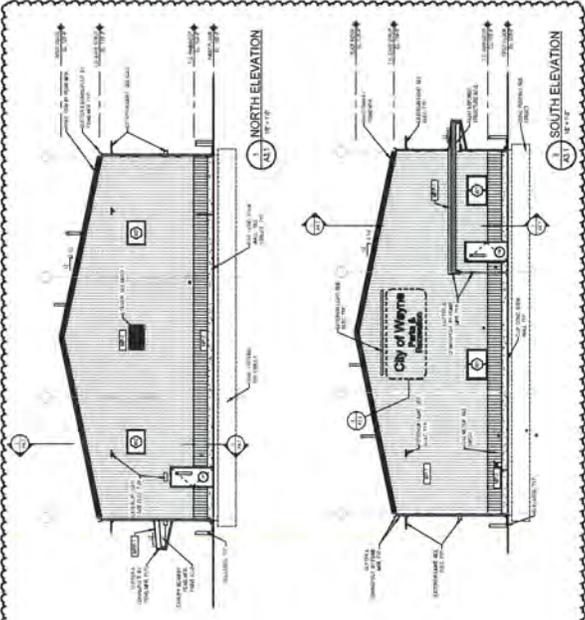
Structural:

1. Sheet S1.1 Structural General Notes & Foundation Plan
 - a. Modified Grade Beam Schedule. Refer to the schedule for more information.
2. Sheet S2.1 Structural Details
 - a. 12/S2.1 has been updated. Refer to the drawing for more information.
 - b. 14/S2.1 has been updated. Refer to the drawing for more information.
 - c. 15/S2.1 has been updated. Refer to the drawing for more information.

Attachments:

1. Architectural Sheets: A1.1, A3.1, A4.1, A4.2, A5.1
2. Structural Sheets: S1.1, S2.1

This is not a change order, a construction change directive or a directive to proceed with the work described in the proposed modifications.



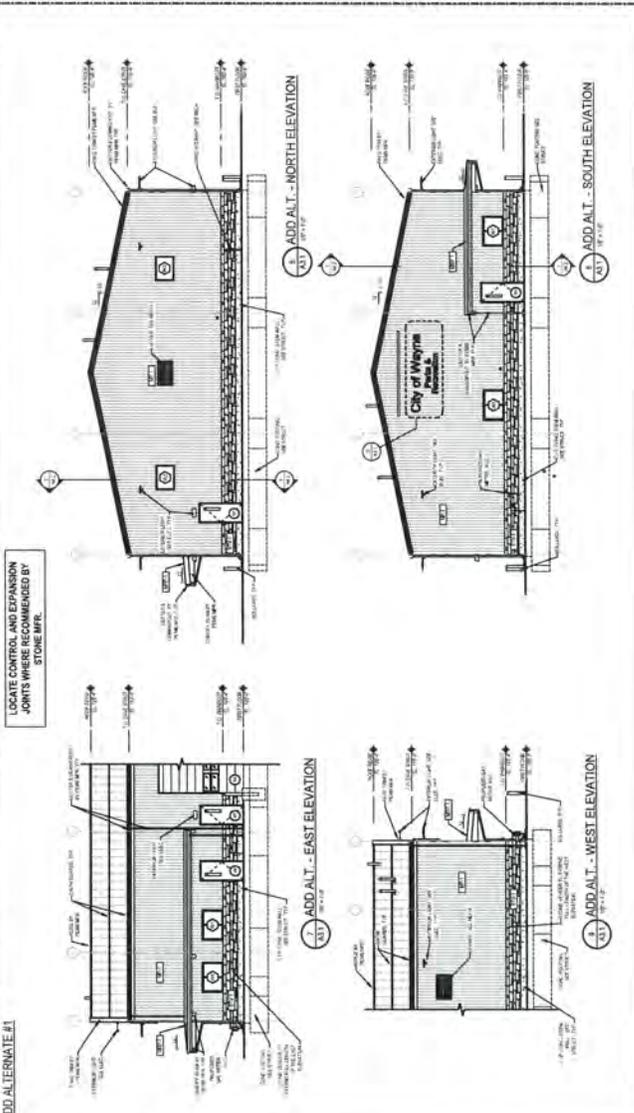
EXTERIOR MATERIALS SCHEDULE

NO.	DESCRIPTION	FINISH
1	CONCRETE	CONCRETE
2	BRICK	GLAZED BRICK
3	GLAZING	ALUMINUM CLADDING
4	ROOFING	ASPH/FLT
5	PAINT	EXTERIOR PAINT
6	EIFS	EIFS
7	EIFS	EIFS
8	EIFS	EIFS
9	EIFS	EIFS
10	EIFS	EIFS
11	EIFS	EIFS
12	EIFS	EIFS
13	EIFS	EIFS
14	EIFS	EIFS
15	EIFS	EIFS
16	EIFS	EIFS
17	EIFS	EIFS
18	EIFS	EIFS
19	EIFS	EIFS
20	EIFS	EIFS
21	EIFS	EIFS
22	EIFS	EIFS
23	EIFS	EIFS
24	EIFS	EIFS
25	EIFS	EIFS
26	EIFS	EIFS
27	EIFS	EIFS
28	EIFS	EIFS
29	EIFS	EIFS
30	EIFS	EIFS
31	EIFS	EIFS
32	EIFS	EIFS
33	EIFS	EIFS
34	EIFS	EIFS
35	EIFS	EIFS
36	EIFS	EIFS
37	EIFS	EIFS
38	EIFS	EIFS
39	EIFS	EIFS
40	EIFS	EIFS
41	EIFS	EIFS
42	EIFS	EIFS
43	EIFS	EIFS
44	EIFS	EIFS
45	EIFS	EIFS
46	EIFS	EIFS
47	EIFS	EIFS
48	EIFS	EIFS
49	EIFS	EIFS
50	EIFS	EIFS

City of Wayne
 Parks & Recreation

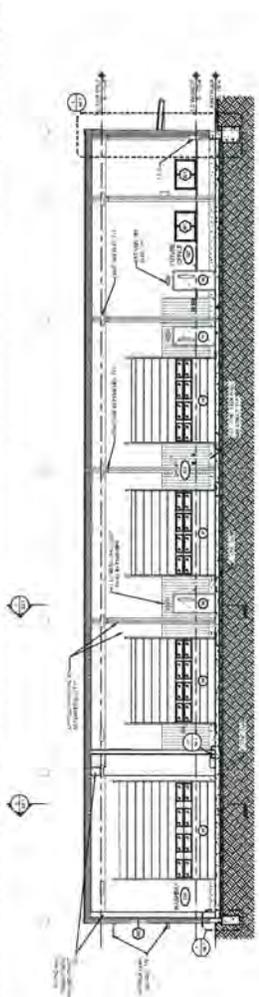
EXTERIOR SIGN

LOCATE CONTROL AND EXPANSION JOINTS WHERE RECOMMENDED BY STONE EPI.

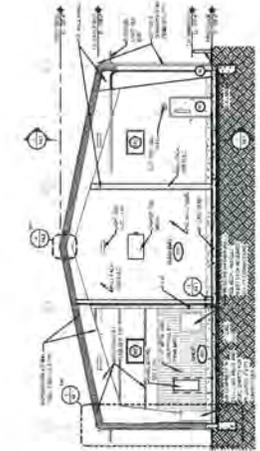


FUTURE INTERIOR CONSTRUCTION SHOWN FOR PLUMBING COORDINATION. THE INTERIOR CONSTRUCTION WILL BE BUILT AT A LATER DATE AND IS OUT OF THE PROJECT SCOPE. NOT IN CONTRACT.

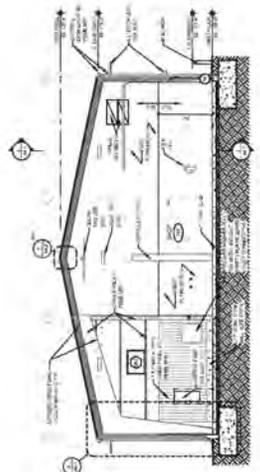
ADD. ALT. - NORTH ELEVATION
 ADD. ALT. - SOUTH ELEVATION
 ADD. ALT. - EAST ELEVATION
 ADD. ALT. - WEST ELEVATION



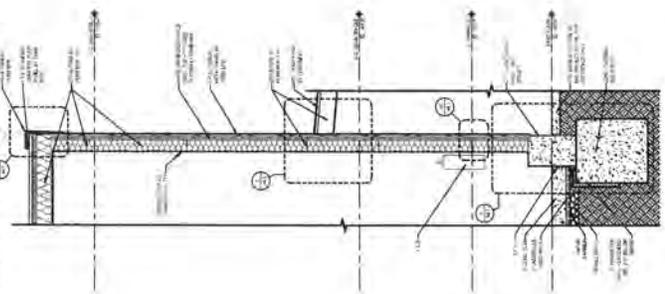
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 10/12/16



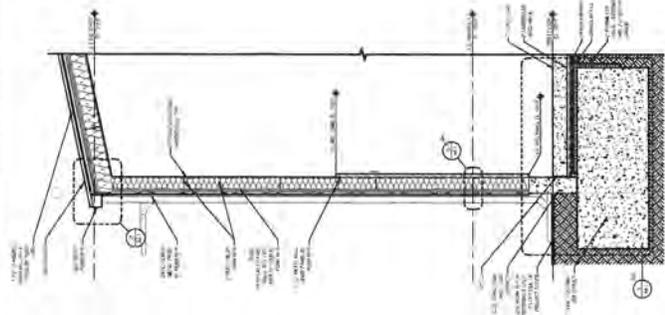
2. BUILDING SECTION
 10/12/16



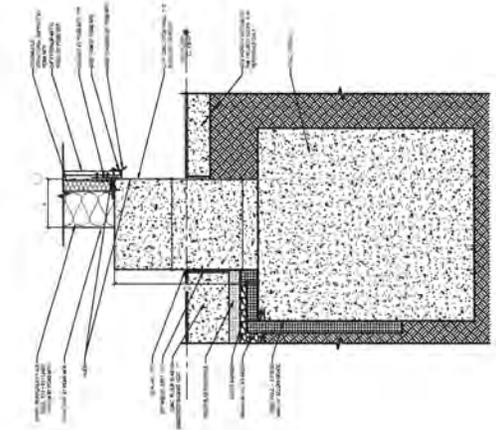
3. BUILDING SECTION
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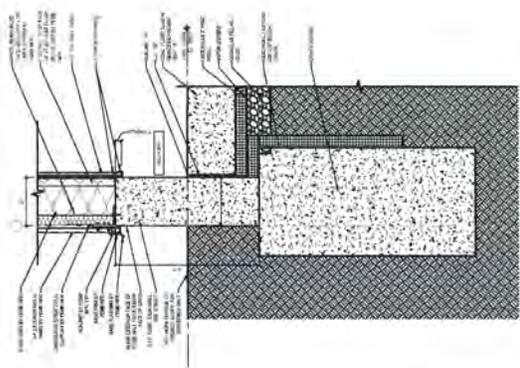
4. WALL SECTION
 10/12/16



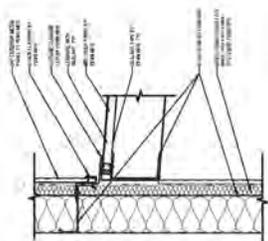
5. WALL SECTION
 10/12/16



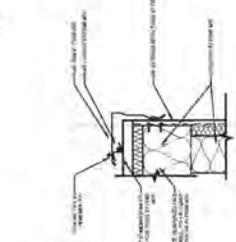
6. BASE BID. BASE DETAIL
 10/12/16



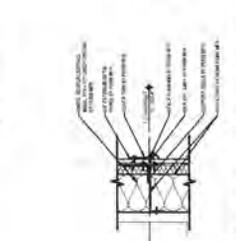
7. BASE BID. BASE DETAIL
 10/12/16



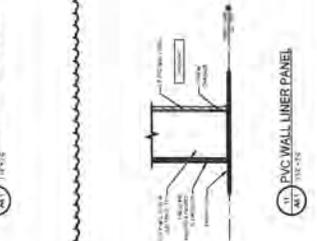
8. CANOPY CONNECTION DETAIL
 10/12/16



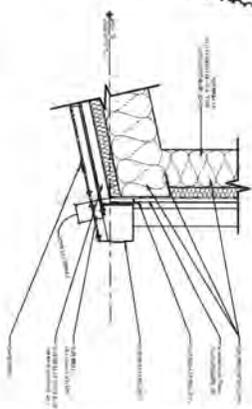
9. ROOF DETAIL
 10/12/16



10. BASE BID. PANEL TRANSITION DETAIL
 10/12/16



11. PVC WALL LINER PANEL
 10/12/16



12. TYP. EAVE DETAIL
 10/12/16

GLASS TYPES

NO.	DESCRIPTION	THICKNESS	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	1/2" CLEAR GLASS	1/2"	SQ. FT.			
2	3/4" CLEAR GLASS	3/4"	SQ. FT.			
3	1" CLEAR GLASS	1"	SQ. FT.			
4	1 1/4" CLEAR GLASS	1 1/4"	SQ. FT.			
5	1 1/2" CLEAR GLASS	1 1/2"	SQ. FT.			
6	1 3/4" CLEAR GLASS	1 3/4"	SQ. FT.			
7	2" CLEAR GLASS	2"	SQ. FT.			
8	2 1/4" CLEAR GLASS	2 1/4"	SQ. FT.			
9	2 1/2" CLEAR GLASS	2 1/2"	SQ. FT.			
10	2 3/4" CLEAR GLASS	2 3/4"	SQ. FT.			
11	3" CLEAR GLASS	3"	SQ. FT.			
12	3 1/4" CLEAR GLASS	3 1/4"	SQ. FT.			
13	3 1/2" CLEAR GLASS	3 1/2"	SQ. FT.			
14	3 3/4" CLEAR GLASS	3 3/4"	SQ. FT.			
15	4" CLEAR GLASS	4"	SQ. FT.			
16	4 1/4" CLEAR GLASS	4 1/4"	SQ. FT.			
17	4 1/2" CLEAR GLASS	4 1/2"	SQ. FT.			
18	4 3/4" CLEAR GLASS	4 3/4"	SQ. FT.			
19	5" CLEAR GLASS	5"	SQ. FT.			
20	5 1/4" CLEAR GLASS	5 1/4"	SQ. FT.			
21	5 1/2" CLEAR GLASS	5 1/2"	SQ. FT.			
22	5 3/4" CLEAR GLASS	5 3/4"	SQ. FT.			
23	6" CLEAR GLASS	6"	SQ. FT.			
24	6 1/4" CLEAR GLASS	6 1/4"	SQ. FT.			
25	6 1/2" CLEAR GLASS	6 1/2"	SQ. FT.			
26	6 3/4" CLEAR GLASS	6 3/4"	SQ. FT.			
27	7" CLEAR GLASS	7"	SQ. FT.			
28	7 1/4" CLEAR GLASS	7 1/4"	SQ. FT.			
29	7 1/2" CLEAR GLASS	7 1/2"	SQ. FT.			
30	7 3/4" CLEAR GLASS	7 3/4"	SQ. FT.			
31	8" CLEAR GLASS	8"	SQ. FT.			
32	8 1/4" CLEAR GLASS	8 1/4"	SQ. FT.			
33	8 1/2" CLEAR GLASS	8 1/2"	SQ. FT.			
34	8 3/4" CLEAR GLASS	8 3/4"	SQ. FT.			
35	9" CLEAR GLASS	9"	SQ. FT.			
36	9 1/4" CLEAR GLASS	9 1/4"	SQ. FT.			
37	9 1/2" CLEAR GLASS	9 1/2"	SQ. FT.			
38	9 3/4" CLEAR GLASS	9 3/4"	SQ. FT.			
39	10" CLEAR GLASS	10"	SQ. FT.			
40	10 1/4" CLEAR GLASS	10 1/4"	SQ. FT.			
41	10 1/2" CLEAR GLASS	10 1/2"	SQ. FT.			
42	10 3/4" CLEAR GLASS	10 3/4"	SQ. FT.			
43	11" CLEAR GLASS	11"	SQ. FT.			
44	11 1/4" CLEAR GLASS	11 1/4"	SQ. FT.			
45	11 1/2" CLEAR GLASS	11 1/2"	SQ. FT.			
46	11 3/4" CLEAR GLASS	11 3/4"	SQ. FT.			
47	12" CLEAR GLASS	12"	SQ. FT.			
48	12 1/4" CLEAR GLASS	12 1/4"	SQ. FT.			
49	12 1/2" CLEAR GLASS	12 1/2"	SQ. FT.			
50	12 3/4" CLEAR GLASS	12 3/4"	SQ. FT.			
51	13" CLEAR GLASS	13"	SQ. FT.			
52	13 1/4" CLEAR GLASS	13 1/4"	SQ. FT.			
53	13 1/2" CLEAR GLASS	13 1/2"	SQ. FT.			
54	13 3/4" CLEAR GLASS	13 3/4"	SQ. FT.			
55	14" CLEAR GLASS	14"	SQ. FT.			
56	14 1/4" CLEAR GLASS	14 1/4"	SQ. FT.			
57	14 1/2" CLEAR GLASS	14 1/2"	SQ. FT.			
58	14 3/4" CLEAR GLASS	14 3/4"	SQ. FT.			
59	15" CLEAR GLASS	15"	SQ. FT.			
60	15 1/4" CLEAR GLASS	15 1/4"	SQ. FT.			
61	15 1/2" CLEAR GLASS	15 1/2"	SQ. FT.			
62	15 3/4" CLEAR GLASS	15 3/4"	SQ. FT.			
63	16" CLEAR GLASS	16"	SQ. FT.			
64	16 1/4" CLEAR GLASS	16 1/4"	SQ. FT.			
65	16 1/2" CLEAR GLASS	16 1/2"	SQ. FT.			
66	16 3/4" CLEAR GLASS	16 3/4"	SQ. FT.			
67	17" CLEAR GLASS	17"	SQ. FT.			
68	17 1/4" CLEAR GLASS	17 1/4"	SQ. FT.			
69	17 1/2" CLEAR GLASS	17 1/2"	SQ. FT.			
70	17 3/4" CLEAR GLASS	17 3/4"	SQ. FT.			
71	18" CLEAR GLASS	18"	SQ. FT.			
72	18 1/4" CLEAR GLASS	18 1/4"	SQ. FT.			
73	18 1/2" CLEAR GLASS	18 1/2"	SQ. FT.			
74	18 3/4" CLEAR GLASS	18 3/4"	SQ. FT.			
75	19" CLEAR GLASS	19"	SQ. FT.			
76	19 1/4" CLEAR GLASS	19 1/4"	SQ. FT.			
77	19 1/2" CLEAR GLASS	19 1/2"	SQ. FT.			
78	19 3/4" CLEAR GLASS	19 3/4"	SQ. FT.			
79	20" CLEAR GLASS	20"	SQ. FT.			
80	20 1/4" CLEAR GLASS	20 1/4"	SQ. FT.			
81	20 1/2" CLEAR GLASS	20 1/2"	SQ. FT.			
82	20 3/4" CLEAR GLASS	20 3/4"	SQ. FT.			
83	21" CLEAR GLASS	21"	SQ. FT.			
84	21 1/4" CLEAR GLASS	21 1/4"	SQ. FT.			
85	21 1/2" CLEAR GLASS	21 1/2"	SQ. FT.			
86	21 3/4" CLEAR GLASS	21 3/4"	SQ. FT.			
87	22" CLEAR GLASS	22"	SQ. FT.			
88	22 1/4" CLEAR GLASS	22 1/4"	SQ. FT.			
89	22 1/2" CLEAR GLASS	22 1/2"	SQ. FT.			
90	22 3/4" CLEAR GLASS	22 3/4"	SQ. FT.			
91	23" CLEAR GLASS	23"	SQ. FT.			
92	23 1/4" CLEAR GLASS	23 1/4"	SQ. FT.			
93	23 1/2" CLEAR GLASS	23 1/2"	SQ. FT.			
94	23 3/4" CLEAR GLASS	23 3/4"	SQ. FT.			
95	24" CLEAR GLASS	24"	SQ. FT.			
96	24 1/4" CLEAR GLASS	24 1/4"	SQ. FT.			
97	24 1/2" CLEAR GLASS	24 1/2"	SQ. FT.			
98	24 3/4" CLEAR GLASS	24 3/4"	SQ. FT.			
99	25" CLEAR GLASS	25"	SQ. FT.			
100	25 1/4" CLEAR GLASS	25 1/4"	SQ. FT.			
101	25 1/2" CLEAR GLASS	25 1/2"	SQ. FT.			
102	25 3/4" CLEAR GLASS	25 3/4"	SQ. FT.			
103	26" CLEAR GLASS	26"	SQ. FT.			
104	26 1/4" CLEAR GLASS	26 1/4"	SQ. FT.			
105	26 1/2" CLEAR GLASS	26 1/2"	SQ. FT.			
106	26 3/4" CLEAR GLASS	26 3/4"	SQ. FT.			
107	27" CLEAR GLASS	27"	SQ. FT.			
108	27 1/4" CLEAR GLASS	27 1/4"	SQ. FT.			
109	27 1/2" CLEAR GLASS	27 1/2"	SQ. FT.			
110	27 3/4" CLEAR GLASS	27 3/4"	SQ. FT.			
111	28" CLEAR GLASS	28"	SQ. FT.			
112	28 1/4" CLEAR GLASS	28 1/4"	SQ. FT.			
113	28 1/2" CLEAR GLASS	28 1/2"	SQ. FT.			
114	28 3/4" CLEAR GLASS	28 3/4"	SQ. FT.			
115	29" CLEAR GLASS	29"	SQ. FT.			
116	29 1/4" CLEAR GLASS	29 1/4"	SQ. FT.			
117	29 1/2" CLEAR GLASS	29 1/2"	SQ. FT.			
118	29 3/4" CLEAR GLASS	29 3/4"	SQ. FT.			
119	30" CLEAR GLASS	30"	SQ. FT.			
120	30 1/4" CLEAR GLASS	30 1/4"	SQ. FT.			
121	30 1/2" CLEAR GLASS	30 1/2"	SQ. FT.			
122	30 3/4" CLEAR GLASS	30 3/4"	SQ. FT.			
123	31" CLEAR GLASS	31"	SQ. FT.			
124	31 1/4" CLEAR GLASS	31 1/4"	SQ. FT.			
125	31 1/2" CLEAR GLASS	31 1/2"	SQ. FT.			
126	31 3/4" CLEAR GLASS	31 3/4"	SQ. FT.			
127	32" CLEAR GLASS	32"	SQ. FT.			
128	32 1/4" CLEAR GLASS	32 1/4"	SQ. FT.			
129	32 1/2" CLEAR GLASS	32 1/2"	SQ. FT.			
130	32 3/4" CLEAR GLASS	32 3/4"	SQ. FT.			
131	33" CLEAR GLASS	33"	SQ. FT.			
132	33 1/4" CLEAR GLASS	33 1/4"	SQ. FT.			
133	33 1/2" CLEAR GLASS	33 1/2"	SQ. FT.			
134	33 3/4" CLEAR GLASS	33 3/4"	SQ. FT.			
135	34" CLEAR GLASS	34"	SQ. FT.			
136	34 1/4" CLEAR GLASS	34 1/4"	SQ. FT.			
137	34 1/2" CLEAR GLASS	34 1/2"	SQ. FT.			
138	34 3/4" CLEAR GLASS	34 3/4"	SQ. FT.			
139	35" CLEAR GLASS	35"	SQ. FT.			
140	35 1/4" CLEAR GLASS	35 1/4"	SQ. FT.			
141	35 1/2" CLEAR GLASS	35 1/2"	SQ. FT.			
142	35 3/4" CLEAR GLASS	35 3/4"	SQ. FT.			
143	36" CLEAR GLASS	36"	SQ. FT.			
144	36 1/4" CLEAR GLASS	36 1/4"	SQ. FT.			
145	36 1/2" CLEAR GLASS	36 1/2"	SQ. FT.			
146	36 3/4" CLEAR GLASS	36 3/4"	SQ. FT.			
147	37" CLEAR GLASS	37"	SQ. FT.			
148	37 1/4" CLEAR GLASS	37 1/4"	SQ. FT.			
149	37 1/2" CLEAR GLASS	37 1/2"	SQ. FT.			
150	37 3/4" CLEAR GLASS	37 3/4"	SQ. FT.			
151	38" CLEAR GLASS	38"	SQ. FT.			
152	38 1/4" CLEAR GLASS	38 1/4"	SQ. FT.			
153	38 1/2" CLEAR GLASS	38 1/2"	SQ. FT.			
154	38 3/4" CLEAR GLASS	38 3/4"	SQ. FT.			
155	39" CLEAR GLASS	39"	SQ. FT.			
156	39 1/4" CLEAR GLASS	39 1/4"	SQ. FT.			
157	39 1/2" CLEAR GLASS	39 1/2"	SQ. FT.			
158	39 3/4" CLEAR GLASS	39 3/4"	SQ. FT.			
159	40" CLEAR GLASS	40"	SQ. FT.			
160	40 1/4" CLEAR GLASS	40 1/4"	SQ. FT.			
161	40 1/2" CLEAR GLASS	40 1/2"	SQ. FT.			
162	40 3/4" CLEAR GLASS	40 3/4"	SQ. FT.			
163	41" CLEAR GLASS	41"	SQ. FT.			
164	41 1/4" CLEAR GLASS	41 1/4"	SQ. FT.			
165	41 1/2" CLEAR GLASS	41 1/2"	SQ. FT.			
166	41 3/4" CLEAR GLASS	41 3/4"	SQ. FT.			
167	42" CLEAR GLASS	42"	SQ. FT.			
168	42 1/4" CLEAR GLASS	42 1/4"	SQ. FT.			
169	42 1/2" CLEAR GLASS	42 1/2"	SQ. FT.			
170	42 3/4" CLEAR GLASS	42 3/4"	SQ. FT.			
171	43" CLEAR GLASS	43"	SQ. FT.			
172	43 1/4" CLEAR GLASS	43 1/4"	SQ. FT.			
173	43 1/2" CLEAR GLASS	43 1/2"	SQ. FT.			
174	43 3/4" CLEAR GLASS	43 3/4"	SQ. FT.			
175	44" CLEAR GLASS	44"	SQ. FT.			
176	44 1/4" CLEAR GLASS	44 1/4"	SQ. FT.			
177	44 1/2" CLEAR GLASS	44 1/2"	SQ. FT.			
178	44 3/4" CLEAR GLASS	44 3/4"	SQ. FT.			
179	45" CLEAR GLASS	45"	SQ. FT.			
180	45 1/4" CLEAR GLASS	45 1/4"	SQ. FT.			
181	45 1/2" CLEAR GLASS	45 1/2"	SQ. FT.			
182	45 3/4" CLEAR GLASS	45 3/4"	SQ. FT.			
183	46" CLEAR GLASS	46"	SQ. FT.			
184	46 1/4" CLEAR GLASS	46 1/4"	SQ. FT.			
185	46 1/2" CLEAR GLASS	46 1/2"	SQ. FT.			
186	46 3/4" CLEAR GLASS	46 3/4"	SQ. FT.			
187	47" CLEAR GLASS	47"	SQ. FT.			
188	47 1/4" CLEAR					

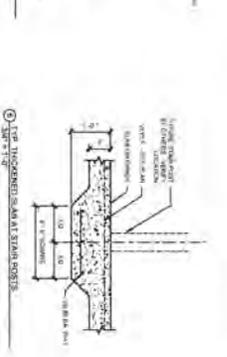
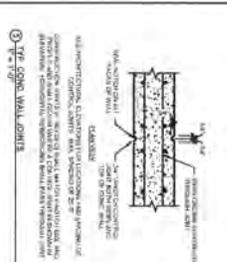
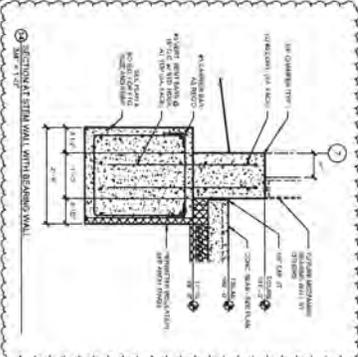
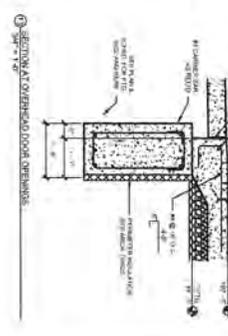
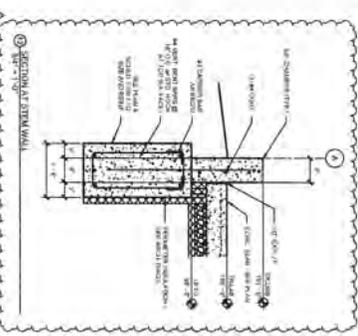
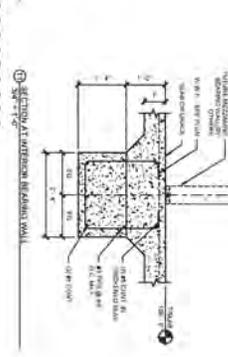
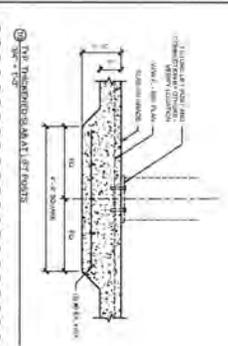
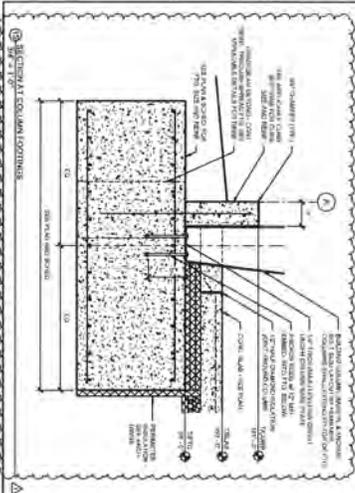
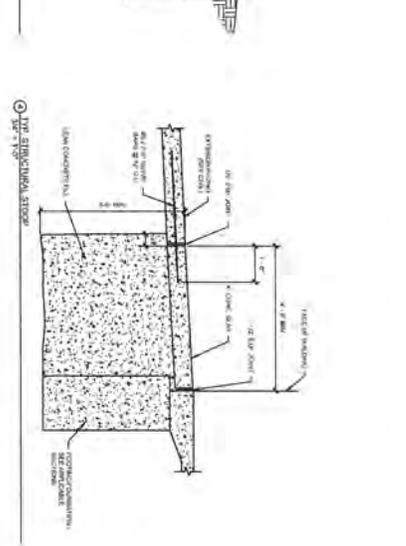
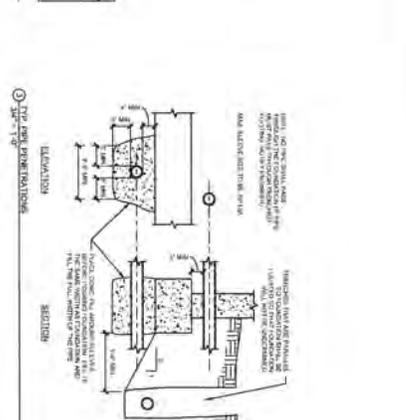
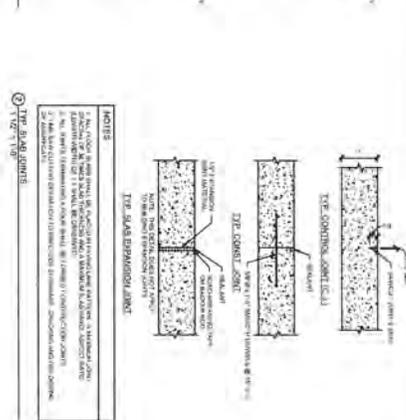
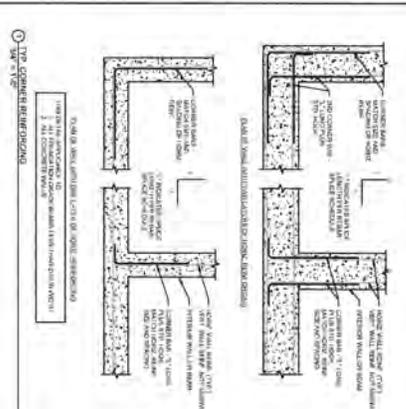
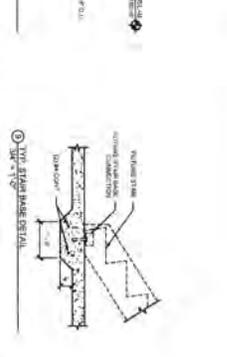


TABLE OF REINFORCEMENT SCHEDULE

WALL TYPE	MIN. WALL THICKNESS	MIN. WALL HEIGHT	MIN. WALL LENGTH	MIN. WALL AREA	MIN. WALL PERIMETER
TYPE 1	12"	10'	10'	144"	144"
TYPE 2	12"	10'	10'	144"	144"
TYPE 3	12"	10'	10'	144"	144"
TYPE 4	12"	10'	10'	144"	144"
TYPE 5	12"	10'	10'	144"	144"
TYPE 6	12"	10'	10'	144"	144"
TYPE 7	12"	10'	10'	144"	144"
TYPE 8	12"	10'	10'	144"	144"
TYPE 9	12"	10'	10'	144"	144"
TYPE 10	12"	10'	10'	144"	144"



[Back to Top](#)**Betty McGuire - [External] Bj Woehler COW Proposal for 306 Pearl St**

From: BJ Woehler <b_j_woehler@hotmail.com>
To: Wes Blecke <wblecke@cityofwayne.org>
Date: 6/10/2024 3:54 PM
Subject: [External] Bj Woehler COW Proposal for 306 Pearl St
Cc: Betty McGuire <betty@cityofwayne.org>

Wes

Please consider this my proposal as we talked about. I look forward to further explaining and negotiation of this project

1. Bj Woehler, Masters of Architecture and lifetime or Contruction experience
Past Projects; Dearborn Mall, 301 Main & Wayne Ace Ownership group
Various houses and public projects
2. Monetary offer for the properties is \$1
3. The Use of TIF and LB840 Grant/Loans along with any other programs/incentives from the State of Nebraska, Federal Government, and/or other not-for-profit funds that the project could be awarded.
4. Site Drawings will be developed as the program is developed and funds are procured
5. Building Plans will be developed as the program is developed and funds are procured
6. I plan to close on the property in July of 2025 (when available) and complete the project July of 2027
7. At this time, I do not see the need for the property to be subdivided
8. My plans are to save the building and find a fitting use for it. First I would start an investment group similar to North East Nebraska Investors that I have been past president of. I would structure it a bit differently to better the handle day to day decisions of this and future projects. The goal would be to invest in buildings in Wayne with eventually having a large property portfolio owned by community members. While putting that together I will work with the investors and others to find the best program that fits the building and area. All options are on the table but I am currently exploring residential apartments but have also thought about a day care or office/retail uses. Over winter we will develop the project drawings and put together a funding package in spring to present to you for final approval on June 6th 2025..

Thanks for you consideration

Bj Woehler
