

Agenda Packet

NORFOLK CITY COUNCIL MEETING

Monday, October 16, 2023
5:30 p.m.

Created 10/12/2023 1:11 PM

**NOTICE OF MEETING
CITY OF NORFOLK, NEBRASKA**

NOTICE IS HEREBY GIVEN that a meeting of the City Council of the City of Norfolk, Nebraska, will be held at 5:30 p.m. on Monday, October 16, 2023, in the Council Chambers, 309 N. 5th St., Norfolk, Nebraska, which meeting will be open to the public.

The Mayor and City Council reserve the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

An agenda for such meeting, kept continually current, is available at the office of the City Clerk, 309 N 5th St, Norfolk Nebraska, during normal business hours.

Individuals requiring physical or sensory accommodations, who desire to attend or participate, please contact the City Clerk's office at (402) 844-2000 no later than 4:30 p.m. on the Friday preceding the meeting.



Brianna Duerst
City Clerk

Publish (October 11, 2023)
1 P.O.P.



AGENDA
NORFOLK CITY COUNCIL MEETING
October 16, 2023

In accordance with Section 84-1412 sub-section eight (8) of the Reissue Revised Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written material to be discussed is available to the public at this meeting for examination and copying. The Mayor and City Council reserve the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

CALL TO ORDER

1. 5:30 p.m. - call meeting to order
2. Inform the public about the location of the Open Meetings Act posted in the Council Chambers and accessible to members of the public
3. Moment of silence/Pledge of Allegiance to the flag of the United States of America
4. Roll call

RECOMMENDED ACTIONS

5. Approval of consent agenda. **Motion**
All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.
6. Approval of full agenda. **Motion**

CONSENT AGENDA

7. Consideration of approval of the minutes of the October 2, 2023, City Council meeting. **Motion**
8. Keno comparison report for September 2023 **Motion**
9. Consideration of approval of an agreement with Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, to allow the use of City streets to hold a 5k Turkey Trot run on Thursday, November 23, 2023. **Motion**
10. Consideration of approval of an agreement with Cable One, Inc., a Delaware Corporation, doing business as Sparklight, allowing the closure of 3rd Street between Norfolk Avenue and Madison Avenue, to place inflatables during a downtown trick-or-treat event on Thursday, October 26, 2023. **Motion**

11. Consideration of approval of purchase of replacement Regenerative Air Street Sweeper for the Street Division off the Minnesota State Contract #190619 with MacQueen Equipment of Lincoln, Nebraska in the amount of \$316,417.00. **Motion**
12. Consideration of approval of a Sanitary Sewer Easement between Michelle Kment and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2009 South 1st Street for \$447.42. **Motion**
13. Consideration of approval to advertise for bids for the commercial pool heater replacement for the wave pool at Aquaventure waterpark. **Motion**
14. Consideration of approval of a Special Designated Liquor License for Jim's Fine Wine and More, to serve wine and distilled spirits at Magnolia's, 432 West Norfolk Avenue, on November 5, 2023, from 12:00 p.m. to 6:00 p.m. for a wine and cordial tasting event. **Motion**
15. Consideration of approval for Mayor to sign a letter and all related documents in support of the Solar for All Notice of Funding Opportunity. **Motion**
16. Consideration of approval to issue letters to the property owners at 125 & 223 Jefferson Avenue to repair or have a signed contract for the sidewalk repairs within 90 days according to Section 22-23 of the City Code. **Motion**
17. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

18. Proclaim October 8-14, 2023 as "Fire Prevention Week."
19. The Norfolk Morning and Noon Optimist Clubs will recognize a member of the Norfolk Fire Division.
20. Proclamation for November 1, 2023 as Extra Mile Day.

PUBLIC HEARINGS AND RELATED ACTION

21. Public hearing to consider a request from Cornhusker Auto Center, Inc., to consider a zoning change from C-1 (Local Business District) to C-3 (Service Commercial District) on property addressed as 2125 Krenzien Drive.
22. Consideration of Ordinance No. 5852 approving zoning change from C-1 (Local Business District) to C-3 (Service Commercial District) on property addressed as 2125 Krenzien Drive. **Ordinance No. 5852**

REGULAR AGENDA

23. Consideration of Ordinance No. 5851 amending Section 24-164 of the City Code to restrict parking on the north side of Madison Avenue from the 3rd & Madison Avenue intersection west 100 feet. Ordinance No. 5851 passed on first reading at the September 18, 2023 City Council meeting and on second reading at the October 2, 2023 City Council meeting. **Ordinance No. 5851**

24. Consideration of approval of a contract with The Road Guy for the 2023 Seal Coat Project for an amount of \$28,032.99. **Motion**
25. Consideration of approval of Change Order No. 1F with Knife River Midwest, LLC for the Asphalt Overlays 2023-1 project resulting in a net decrease of \$263,670.46. **Motion**

STAFF MEMORANDUM
NORFOLK CITY COUNCIL MEETING
October 16, 2023

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6. Approval of full agenda. **Motion**

CONSENT AGENDA

7. Consideration of approval of the minutes of the October 2, 2023, City Council meeting. **Motion**

See Enclosure 7.
8. Keno comparison report for September 2023 **Motion**

Keno commissions for September 2023 are \$48,165.841, which is up \$2,123.89 or 4.61% from last September. Year-to-date commissions are down \$71,934.99, or 10.92%.

See Enclosure 8.
9. Consideration of approval of an agreement with Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, to allow the use of City streets to hold a 5k Turkey Trot run on Thursday, November 23, 2023. **Motion**

See Enclosure 9.

10. Consideration of approval of an agreement with Cable One, Inc., a Delaware Corporation, doing business as Sparklight, allowing the closure of 3rd Street between Norfolk Avenue and Madison Avenue, to place inflatables during a downtown trick-or-treat event on Thursday, October 26, 2023. **Motion**

See Enclosure 10.

11. Consideration of approval of purchase of replacement Regenerative Air Street Sweeper for the Street Division off the Minnesota State Contract #190619 with MacQueen Equipment of Lincoln, Nebraska in the amount of \$316,417.00. **Motion**

The City currently has two street sweepers in the fleet. These sweepers generally run every year from early March through November. The sweeper being replaced is a 2018 and the anticipated life expectancy is 7 years. The delivery for the new sweeper is expected to be 12-24 months. The 2023-2024 CIP has \$275,000 allocated for this purchase making the purchase \$41,417 over budget. This overage is reduced by \$27,500 by trading the current unit leaving \$13,917 over budget for the sweeper. However, the Street Division was \$35,896 under budget with a previous truck purchase which will be used to offset the remaining amount of this purchase.

See Enclosure 11.

12. Consideration of approval of a Sanitary Sewer Easement between Michelle Kment and the City of Norfolk for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2009 South 1st Street for \$447.42. **Motion**

The easement allows for construction and maintenance of the sanitary sewer main on property along 2009 South 1st Street. Staff recommend acceptance.

See Enclosure 12.

13. Consideration of approval to advertise for bids for the commercial pool heater replacement for the wave pool at Aquaventure waterpark. **Motion**

We are seeking proposals for the replacement of the second pool heater at Aquaventure waterpark. This is a FY2023-2024 budgeted item in the CIP in the amount of \$180,000 from ARP funds.

See Enclosure 13.

14. Consideration of approval of a Special Designated Liquor License for Jim's Fine Wine and More, to serve wine and distilled spirits at Magnolia's, 432 West Norfolk Avenue, on November 5, 2023, from 12:00 p.m. to 6:00 p.m. for a wine and cordial tasting event. **Motion**

See Enclosure 14.

15. Consideration of approval for Mayor to sign a letter and all related documents in support of the Solar for All Notice of Funding Opportunity. **Motion**

See Enclosure 15.

16. Consideration of approval to issue letters to the property owners at 125 & 223 Jefferson Avenue to repair or have a signed contract for the sidewalk repairs within 90 days according to Section 22-23 of the City Code. **Motion**

The Engineering Division was notified and has inspected the sidewalks at 125 & 223 Jefferson Ave. Staff had discussions with the property owners about the portion of their sidewalks that need repair. Staff recommends providing written notice to the respective property owners according to Section 22-23 of the City Code.

See Enclosure 16.

17. Consideration of approval of all bills on file. **Motion**

SPECIAL PRESENTATIONS

18. Proclaim October 8-14, 2023 as "Fire Prevention Week."

See Enclosure 18.

19. The Norfolk Morning and Noon Optimist Clubs will recognize a member of the Norfolk Fire Division.

20. Proclamation for November 1, 2023 as Extra Mile Day.

See Enclosure 20.

PUBLIC HEARINGS AND RELATED ACTION

21. Public hearing to consider a request from Cornhusker Auto Center, Inc., to consider a zoning change from C-1 (Local Business District) to C-3 (Service Commercial District) on property addressed as 2125 Krenzien Drive.

See Enclosure 21.

22. Consideration of Ordinance No. 5852 approving zoning change from C-1 (Local Business District) to C-3 (Service Commercial District) on property addressed as 2125 Krenzien Drive. **Ordinance No. 5852**

See Enclosure 22.

REGULAR AGENDA

23. Consideration of Ordinance No. 5851 amending Section 24-164 of the City Code to restrict parking on the north side of Madison Avenue from the 3rd & Madison Avenue intersection west 100 feet. Ordinance No. 5851 passed on first reading at the September 18, 2023 City Council meeting and on second reading at the October 2, 2023 City Council meeting. **Ordinance No. 5851**

Construction was recently completed for a food service business on the northwest corner of 3rd and Madison Avenue. The food service includes a drive thru window that enters from Madison Avenue.

To provide an area for traffic to stage without backing up westbound traffic, Norfolk Police proposes a no parking area on the north side of Madison Avenue from the intersection of 3rd and Madison Avenue west 100 feet.

This plan was reviewed and supported among stakeholders prior to construction being completed.

See Enclosure 23.

24. Consideration of approval of a contract with The Road Guy for the 2023 Seal Coat Project for an amount of \$28,032.99. **Motion**

The Public Works Director/City Engineer requested quotes for seal coat work on Golfview Drive between 37th Street and 30th Street. Other quotes received were higher than the quote from The Road Guy. Staff recommend approval.

See Enclosure 24.

25. Consideration of approval of Change Order No. 1F with Knife River Midwest, LLC for the Asphalt Overlays 2023-1 project resulting in a net decrease of \$263,670.46. **Motion**

On May 15, 2023 the Mayor and City Council approved a \$1,942,930.75 contract with Knife River Midwest, LLC for the Asphalt Overlays 2023-1 project. Change Order No. 1F provides for balancing to actual quantities as well as cost savings due to removal of flagging on Victory Road, Knife River retaining ownership of asphalt millings, reduce mobilization due to milling parking lots sequentially, City providing crushed concrete, and a 10% reduction in asphalt paving resulting in a final contract of \$1,679,260.29. Staff recommend approval.

See Enclosure 25.

CITY OF NORFOLK, NEBRASKA

The Mayor and City Council of the City of Norfolk, Nebraska met in regular session in the Council Chambers, 309 North 5th Street, Norfolk, Nebraska on the 2nd day of October, 2023, beginning at 5:30 p.m.

Following a moment of silence and the Pledge of Allegiance to the flag of the United States of America, Mayor Josh Moenning called the meeting to order. Roll call found the following Councilmembers present: Corey Granquist, Frank Arens, Justin Webb, Thad Murren, Justin Snorton, and Kory Hildebrand. Absent: Andrew McCarthy and Shane Clausen.

Staff members present were: City Administrator Andy Colvin, City Attorney Danielle Myers-Noelle, City Clerk Brianna Duerst, Finance Officer Randy Gates, Administrative Secretary Bethene Hoff, Public Works Director Steve Rames, Director of Administrative Services Lyle Lutt, Water and Sewer Director Chad Roberts, Parks and Recreation Director Nathan Powell, Assistant Parks and Recreation Director PJ Evans, Parks and Recreation Administrative Assistant Jen Olson, Economic Development Director Candice Alder, Assistant Fire Chief Trevor O'Brien and City Planner Val Grimes.

The Mayor presided and the City Clerk recorded the proceedings.

The Mayor informed the public about the location of the current copy of the Open Meetings Act posted in the City Council Chambers and accessible to members of the public.

Notice of the meeting was given in advance thereof by publication in the Norfolk Daily News, Norfolk, Nebraska, the designated method of giving notice, as shown by affidavit of publication.

Notice was given to the Mayor and all members of the Council and a copy of their acknowledgement of receipt of notice and agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Special Items**Public Input, Fireworks sales and discharge**

City Administrator Andy Colvin said this discussion comes at the request of city council members. We have bounced around ideas to change ordinance on fireworks to limit hours and days allowed for discharge and sales. Today, looking to get council direction and receive public input. The latest changes discussed in recent years were related to restricting the number of days sales and discharge are allowed from ten days to seven days, as well as reducing hours.

City Attorney Danielle Myers-Noelle said the last iteration of an amended ordinance that was brought before the City Council would have shortened the number of days and hours fireworks could be sold and discharged. An additional change discussed was, regardless of change in days

or hours, the addition of an emergency provision where a ban on discharge could be put into place due to drought conditions or other concerns. Current practice for sales and discharge is ten days – 8:00 a.m. to 11:00 p.m. from June 25 to July 3 and 8:00 am to 12:00 a.m. on July 4.

Councilman Snorton asked if days and hours of sales and discharge need to go hand-in-hand. Noelle explained, they do not, but there is a potential for confusion with different times for sale and discharge. The council has previously decided to match the sales and discharge to avoid this confusion.

Councilmember Arens said he has received comments that citizens wanted elected officials to address the issue due to concerns for veterans, pets, and other interests. There has been some discussion that 10 days may be too long, so the issue deserves discussion. If change is necessary, the Council can take action to implement those changes. If people feel it's good where it's at, will take their lead.

Moening, noted elected officials have had annual discussions regarding this topic, with no changes. The same discussion leads to the same result, which is doing the things the same way we've been doing. If changes are wanted, need to do well in advance of the 4th of July. There's difficulty in determining what's the perfect time to discuss; can't wait until June. Need time to plan accordingly.

City Planner Val Grimes noted that soon after the first of the year, staff start getting fireworks stand permit applications, and the permits are issued throughout the spring. These permits list the hours and days that are permitted. If something needs to change, needs to be well beforehand.

Curt Lammers, 1207 W Madison Ave, questioned the need for 10 days for fireworks. Tough for animals, people with autism, veterans, etc. Questioned if 10 days are really necessary.

Julie Curry, 2604 W Maple Ave, discussed concerns with the number of hours and days fireworks are allowed, considering the people who live in our city who are negatively affected. Curry noted that North Platte, Hastings, Fremont, Grand Island, York, Kearney, Omaha, and Lincoln all have fewer days and shorter hours than we do for discharge.

Ty Woznek, 1008 W Nebraska Ave, said one of the big problems that cannot be solved by ordinance, is being courteous of neighbors. Sometimes it's just as easy as communicating.

Larry Hockemeier, 304 S 16th St, discussed concerns with the number of days and hours as well as concerns with cleaning up yards and streets for the entire 10-day period. Hockemeier also noted there are now more powerful fireworks discharged more often in neighborhoods.

Moening suggested discussing these comments at a future subcommittee meeting.

Agenda Motions

Councilmember Granquist moved, seconded by Councilmember Arens to approve the consent

agenda as printed. Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton and Hildebrand.
Nays: None. Absent: McCarthy and Clausen.

Councilmember Hildebrand moved, seconded by Councilmember Snorton to adopt the full agenda as printed. Roll call: Ayes: Granquist, Arens, Webb, Murren, Snorton and Hildebrand.
Nays: None. Absent: McCarthy and Clausen.

Consent Agenda Items Approved

Minutes of the September 18, 2023 City Council meeting

September sales tax report (July sales)

Ray and Mary Haase Sanitary Sewer Easements for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along South 4th Street and Jackson Avenue for \$1,096.40

Thomas A. and Carolyn R. Kielty Sanitary Sewer Easement for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 215 Jackson Avenue for \$100.00

Kenneth and Darlene Porter Sanitary Sewer Easements for the Sanitary Sewer Replacement on Monroe Avenue to Logan Street project along property located along 2005 Logan Street for \$939.22

Reject the bid for EMS billing services

Award the bid to Andrew Olsen, dba Olsen Mowing & Snow Removal, for the Vehicle Parking District (VPD) and ASPM for hauling of snow for Downtown Snow Operations for Street Division for the 2023-2024 snow season

Purchase a replacement fleet vehicle for \$64,104 off of State Contract #15760 from Anderson Auto Group of Lincoln, NE, for use by Street Division

Enter into negotiations with Huff Construction Inc. for designing and building the Ta-Ha-Zouka Team Lockers

Addition To Premise of an indoor area, approximately 200 x 124, for the Class I liquor license of CEC Lanes, LLC, dba King's Lanes, 1000 Riverside Boulevard, making the new description as, "Entire One Story Irregular Shaped Building approximately 200 x 410."

Bills in the amount of \$2,503,931.24

Special Presentations

The Mayor proclaimed the week of October 5-8, 2023, as Support Citizens With Intellectual

Disabilities Week.

Dr. T Busch, City of Norfolk Tree Advisory Board, presented the 2023 Green Leaf Business Award to Coldwell Banker Dover Realtor, and the 2023 Green Leaf Residential Award to Brandon Daily, 200 West Walnut.

The Mayor recognized Ruby Thone with the “People Power” award for distinguished citizenship and generosity for creating “Ruby’s Rainbow of Hope,” for those who are battling cancer.

Public Hearings and Related Items

Public Hearing

(declare Wyndham Hills Area blighted and substandard)

A public hearing was held to consider a blighted and substandard declaration for the area referred to as the Wyndham Hills Area Study.

Jeff Ray, JEO, representing the developer, provided a summary of the blight and substandard study for the Wyndham Hills Area that was prepared by JEO to the Mayor and City Council. The study area consists of approximately 51.72 acres. Ten of the twelve blight criteria were met, including defective or inadequate street layout, lot layout, potential unsafe conditions, deterioration of site or other improvements, and two of the four substandard criteria were met, including age of structures. Ray discussed the drainage way that runs diagonally through the middle of the area. There is a fairly large watershed that is considered a blue-line stream, which is under the jurisdiction of the Army Corp of Engineers.

Andrew Willis, Kline Williams, said the potential for flooding in this study area is a blight and substandard issue that is detrimental to potential development. Declaring the area blighted and substandard allows for potential redevelopment. This is the necessary first step to get to that process. Any redevelopment project would require more public hearings at both the Planning Commission and City Council. Willis said it is not uncommon to see large swaths of vacant property within a blighted and substandard declaration. Conditions exist here that make development more difficult compared to others. Due to the flooding and drainage concerns here, there is a significant amount of grading and dirt work that would have to occur to develop this area, which is cost prohibitive.

Mayor Moenning asked if there was any indication of develop interest for the area. Ray said there is interest in developing the area, but he was not privy to the details of that. Willis said if this is approved, the next step would be working on the TIF application which would include the details of the redevelopment.

Jim McKenzie, 1412 Longhorn Drive, said the blighted and substandard process is flawed, as it is based upon interpretation of the rules. The study contains parcels that are not part of the development. The area is pasture ground in a prime location and drainage issues are a common issue across the city. If the area is declared blighted and substandard and TIF is not used for development, a portion of the total percentage of city property that is allowed to be declared blighted and substandard was used for no reason. McKenzie said the use of TIF is made up for

by the working-class citizens of the city. McKenzie urged elected officials to come up with a TIF policy that is most appropriate and beneficial to the community and recommended the item be tabled or rejected and quit giving away property taxes.

Erica Daake, Whitecliff Development, said there are significant drainage issues to overcome. Part of what the developer is trying to do here is build more affordable housing and the focus will be on smaller single-family homes and duplexes. Whitecliff has developed other properties but this is the first time a request for TIF has been made as the other areas they have developed have not had the same drainage issues, and TIF was not needed for development.

Councilmember Snorton asked for further details on the blue-line stream. Ray said blue-line is an official designation, and is a stream that is under the jurisdiction of the Army Corp of Engineers. There is a process that needs to be worked through, and if more than 1 acre is disturbed, it is a large, lengthy and expensive process. Most developers typically walk away when they discover they have a blue-line stream.

Councilmember Webb asked about the cost to address the drainage issue and the target cost of the homes in the development. Daake said it is difficult to estimate the cost of the grading and dirt work, but the price of the box culvert alone is \$450,000. Daake said the goal would be under \$300,000 for the single-family homes.

Councilmember asked Daake if Whitecliff is expecting to build a variety of homes in the area.

Moening said, on properties like this, TIF is used as an incentive for development that otherwise would happen but for the impediments presented.

Tim Ernst, 2906 Dover Drive, questioned how the area could be blighted and substandard, noted all the homes in the Wyndham Hills area are all expensive homes and said he doesn't feel the common person needs to help finance that. Ernst also said he doesn't feel the drainage is a huge issue.

Steve Sehi, 911 Heather Ln, said the public should not be helping the developer finance the development of this area.

No one else appeared either in favor of or in opposition to the blighted and substandard declaration and the Mayor declared the hearing closed.

On September 6, 2023, the Norfolk Planning Commission held a public hearing regarding the Wyndham Hills Area blighted and substandard declaration. The City Clerk read the Planning Commission's recommendation for approval into the record.

Resolution No. 2023-60

(declare Wyndham Hills Area blighted and substandard)

Councilmember Arens moved, seconded by Councilmember Granquist, for adoption of Resolution No. 2023-60 approving a blighted and substandard declaration for the area referred to as the Wyndham Hills Area Study.

Councilmember Granquist asked about the percentage of blighted and substandard designated area in the city. Finance Officer Randy Gates said we are a little over 27%, with this area included. Without this area, we are currently at about 25%. The maximum allowed amount is 35%.

City Administrator Andy Colvin provided an explanation of what TIF is and how it works. Colvin said Nebraska has a broad set of criteria you have to meet to receive the blighted and substandard designation and has a conservative approach to TIF. When a developer is looking to utilize TIF, the property they are looking to redevelop has a valuation and taxes have been paid on those parcels. Those base taxes will continue to be paid. The TIF comes into play on the increment of the value. Those taxes that are based on that new, increased valuation, are redirected to pay off a bond that has been issued and used to pay for the infrastructure for up to 15 years.

Councilmembers discussed the fact that the full Council was not present at the meeting and questioned if action should be tabled. Daake said they are ready to move forward now. Willis said the issue was timing, as this is just the first step of the lengthy redevelopment process. In order to start developing in the spring, probably need this to happen now. Timing wise, makes more sense to keep things going.

Councilmember Granquist asked about other blighted and substandard areas in town that could potentially have that designation removed. Finance Officer Randy Gates explained that once all the bonds are paid off, an area can be removed from the blighted and substandard designation.

Roll call: Ayes: Granquist and Arens. Nays: Webb, Murren, Snorton and Hildebrand. Absent: McCarthy and Clausen. Resolution No. 2023-60 failed.

Ordinance No. 5851
(Madison Avenue parking restriction)

Councilmember Arens introduced, seconded by Councilmember Hildebrand, Ordinance No. 5851 entitled: AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE NORTH SIDE OF MADISON AVENUE FROM 3RD STREET TO 100 FEET WEST OF WEST PROPERTY LINE OF 3RD STREET; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM and moved that the ordinance be passed on second reading.

Construction was recently completed for a food service business on the northwest corner of 3rd and Madison Avenue. The food service includes a drive-thru window that enters from Madison Avenue. To provide an area for drive-thru traffic to stage without backing up westbound traffic, Norfolk Police proposes a no parking area on the north side of Madison Avenue from the intersection of 3rd Street and Madison Avenue west 100 feet.

Roll call: Ayes: Granquist, Arens, Webb, Murren and Snorton. Nays: Hildebrand. Absent:

McCarthy and Clausen. Ordinance No. 5851 passed on second reading.

There being no further business, the Mayor declared the meeting adjourned at 7:12 p.m.

Josh Moenning
Mayor

ATTEST:

Brianna Duerst
City Clerk

(S E A L)

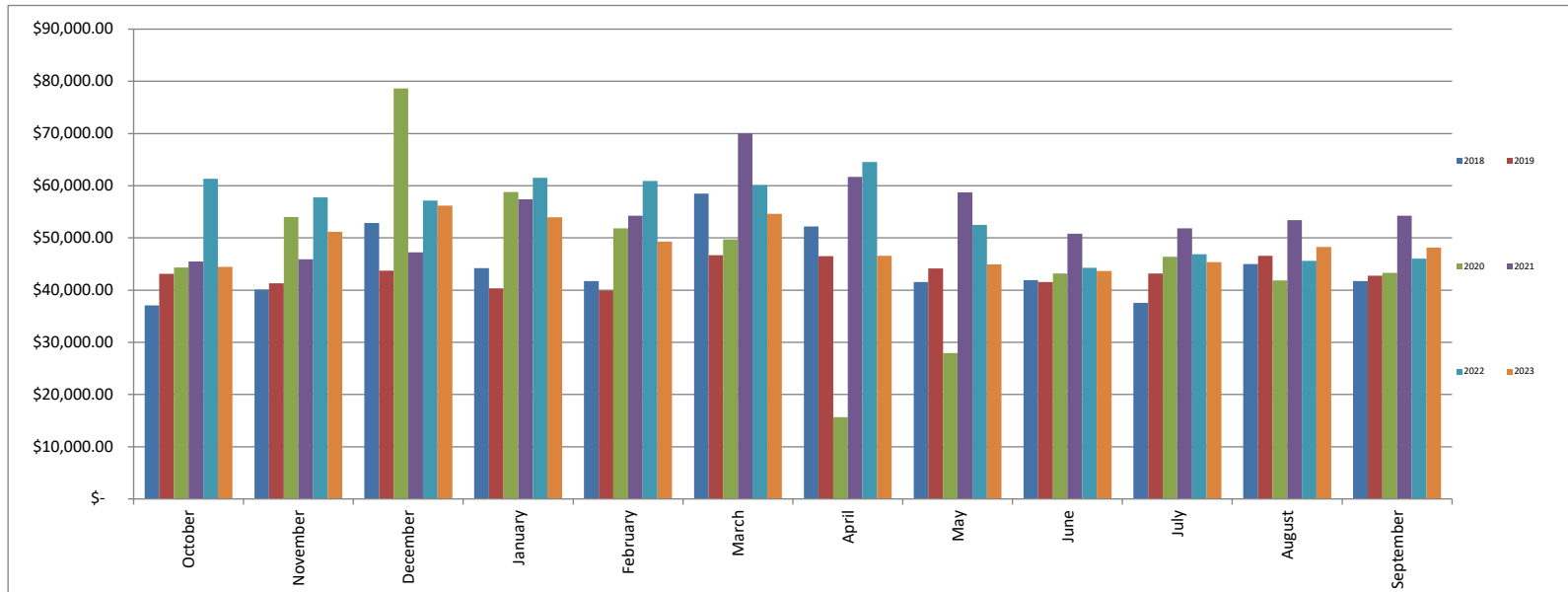
I, the undersigned Clerk, hereby certify that the foregoing is the full, true and correct original document of proceedings of Monday, October 2, 2023, had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Brianna Duerst
City Clerk

(S E A L)

**Keno Yearly Comparison
Net Proceeds**

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2023</u> <u>BUDGET</u>	<u>Change 2022 to 2023</u>	<u>BUDGET VARIANCE</u>		
October	\$ 37,053.29	\$ 43,114.38	\$ 44,340.77	\$ 45,457.02	\$ 61,349.66	\$ 44,429.79	\$ 61,349.66	\$ (16,919.87)	-27.58%	\$ (16,919.87)	-27.58%
November	\$ 40,116.22	\$ 41,279.37	\$ 54,030.23	\$ 45,923.18	\$ 57,767.61	\$ 51,152.69	\$ 57,767.61	\$ (6,614.92)	-11.45%	\$ (6,614.92)	-11.45%
December	\$ 52,886.34	\$ 43,753.84	\$ 78,613.61	\$ 47,207.45	\$ 57,133.03	\$ 56,195.09	\$ 57,133.03	\$ (937.94)	-1.64%	\$ (937.94)	-1.64%
January	\$ 44,229.53	\$ 40,338.99	\$ 58,759.56	\$ 57,420.94	\$ 61,502.20	\$ 53,938.71	\$ 61,147.57	\$ (7,563.49)	-12.30%	\$ (7,208.86)	-11.79%
February	\$ 41,759.14	\$ 39,907.59	\$ 51,823.58	\$ 54,245.75	\$ 60,915.12	\$ 49,296.83	\$ 60,915.12	\$ (11,618.29)	-19.07%	\$ (11,618.29)	-19.07%
March	\$ 58,494.56	\$ 46,659.87	\$ 49,683.96	\$ 70,011.38	\$ 60,123.37	\$ 54,638.78	\$ 60,123.37	\$ (5,484.59)	-9.12%	\$ (5,484.59)	-9.12%
April	\$ 52,179.16	\$ 46,500.77	\$ 15,634.72	\$ 61,697.54	\$ 64,513.29	\$ 46,576.20	\$ 63,513.29	\$ (17,937.09)	-27.80%	\$ (16,937.09)	-26.67%
May	\$ 41,523.26	\$ 44,168.34	\$ 27,915.55	\$ 58,731.05	\$ 52,524.25	\$ 44,917.40	\$ 58,731.05	\$ (7,606.85)	-14.48%	\$ (13,813.65)	-23.52%
June	\$ 41,929.11	\$ 41,568.03	\$ 43,176.10	\$ 50,809.90	\$ 44,261.27	\$ 43,688.59	\$ 50,809.90	\$ (572.68)	-1.29%	\$ (7,121.31)	-14.02%
July	\$ 37,531.20	\$ 43,195.79	\$ 46,401.55	\$ 51,800.60	\$ 46,873.25	\$ 45,361.70	\$ 51,800.60	\$ (1,511.55)	-3.22%	\$ (6,438.90)	-12.43%
August	\$ 44,983.65	\$ 46,590.14	\$ 41,871.35	\$ 53,431.82	\$ 45,577.72	\$ 48,286.11	\$ 53,431.82	\$ 2,708.39	5.94%	\$ (5,145.71)	-9.63%
September	\$ 41,738.14	\$ 42,769.65	\$ 43,272.60	\$ 54,276.98	\$ 46,041.95	\$ 48,165.84	\$ 54,276.98	\$ 2,123.89	4.61%	\$ (6,111.14)	-11.26%
Total	\$ 534,423.60	\$ 519,846.76	\$ 555,523.58	\$ 651,013.61	\$ 658,582.72	\$ 586,647.73	\$ 691,000.00	\$ (71,934.99)	-10.92%	\$ (104,352.27)	-15.10%



AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Lutheran High School Association of Northeast Nebraska, Incorporated, a Nebraska Nonprofit Corporation, hereinafter referred to as "LUTHERAN", WITNESSETH:

WHEREAS, LUTHERAN is desirous of holding a 5K Turkey Trot run on Thursday, November 23, 2023; and

WHEREAS, LUTHERAN is desirous of utilizing portions of the following CITY streets for the Turkey Trot running event:

North 37th Street,
Golf View Drive,
North 30th Street,
Dover Drive,
Hackberry Drive,
Blackberry Drive,
Mulberry Drive,
Hillcrest Drive,
North 26th Street,
Mimick Drive,
Westwood Drive,
Wyndham Drive; and

WHEREAS, pursuant to Norfolk City Code Section 24-261, it is unlawful for pedestrians to walk on highways and roadways where a sidewalk is provided, and

WHEREAS, pursuant to Norfolk City Code Section 24-261, if there is no sidewalk provided, pedestrians are required to walk only on the left side of the roadway; and

WHEREAS, the parties desire to enter into an Agreement to allow LUTHERAN to hold the Turkey Trot event utilizing the CITY streets named herein.

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. ROUTE. CITY shall allow LUTHERAN to utilize the following CITY streets for the purpose of holding the 5K Turkey Trot run on Thursday, November 23, 2023, for the route shown on the route map attached hereto as Exhibit "A":

North 37th Street from north city limits to Golf View Drive;
Golf View Drive from North 37th Street to North 30th Street;
North 30th Street from Golf View Drive to Dover Drive;
Dover Drive from North 30th Street to Hackberry Drive;
Hackberry Drive from Dover Drive to Blackberry Drive;

Blackberry Drive from Hackberry Drive to Mulberry Drive;
 Mulberry Drive from Blackberry Drive to Hillcrest Drive;
 Hillcrest Drive from Mulberry Drive to North 26th Street;
 North 26th Street from Hillcrest Drive to Mimick Drive;
 Mimick Drive from North 26th Street to Westwood Drive;
 Westwood Drive from Mimick Drive to Blackberry Drive;
 Blackberry Drive from Westwood Drive to Dover Drive;
 Dover Drive from Blackberry Drive to Wyndham Road;
 Wyndham Road from Dover Drive to Golf View Drive;
 Golf View Drive from Wyndham Road to North 37th Street; and
 Norfolk 37th Street from Golf View Drive to north city limits.

2. ROUTE MARKING. LUTHERAN shall be allowed to begin marking the route for the Turkey Trot event on Thursday, November 23, 2023, at 7:30 a.m. CITY will not be providing LUTHERAN with any barricades or traffic cones for LUTHERAN's use in marking the course. The event is scheduled to begin at approximately 8:00 a.m. and last approximately two hours.

3. PAINTING OF STREETS PROHIBITED. LUTHERAN shall not paint or permanently mark the concrete of any streets for LUTHERAN's event. In the event that LUTHERAN does paint or permanently mark the concrete of any streets, then CITY shall have the paint or marking removed and the cost thereof shall be paid by LUTHERAN.

4. RUNNING IN STREET. CITY hereby allows participants in LUTHERAN's Turkey Trot event to be in the above-named city streets during the event without constituting a violation of Norfolk City Code Section 24-261. Participants shall run against the flow of traffic while utilizing said streets for the Turkey Trot event.

5. NO POLICE ASSISTANCE. LUTHERAN understands that CITY's Police Division will not be providing traffic control for this event and that participants will be running in the street at their own risk.

6. RELEASES. In the event that LUTHERAN obtains Releases for participation in LUTHERAN's event while utilizing CITY's streets under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

7. LIABILITY. LUTHERAN shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$5,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 any one fire
f. Medical Expense	\$ 5,000 any one person

In addition, LUTHERAN shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by LUTHERAN while using CITY's streets with no exclusions. Said insurance shall be the primary insurance coverage for LUTHERAN's events. LUTHERAN agrees to be responsible for any damages or claim of loss not covered by LUTHERAN's insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by November 13, 2023, then (1) LUTHERAN shall pay an additional late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

8. HOLD HARMLESS/INDEMNIFICATION. LUTHERAN agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by LUTHERAN or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from LUTHERAN failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

9. NO USAGE FEE. LUTHERAN shall pay no fee to CITY for the use of CITY's streets for LUTHERAN's event.

10. CANCELLATIONS. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to LUTHERAN resulting from CITY's cancellation of LUTHERAN's activities.

11. NEBRASKA LAW GOVERNS. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nebraska. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the State of Nebraska only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

12. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

ATTEST:

Brianna Duerst, City Clerk

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

By _____
Josh Moenning, Mayor

Approved as to Form: _____
Danielle Myers-Noelle, City Attorney

LUTHERAN HIGH SCHOOL ASSOCIATION OF
NORTHEAST NEBRASKA, INCORPORATED,
A Nebraska Nonprofit Corporation

By _____
Title: _____
Printed Name: _____

By _____
Title: _____
Printed Name: _____

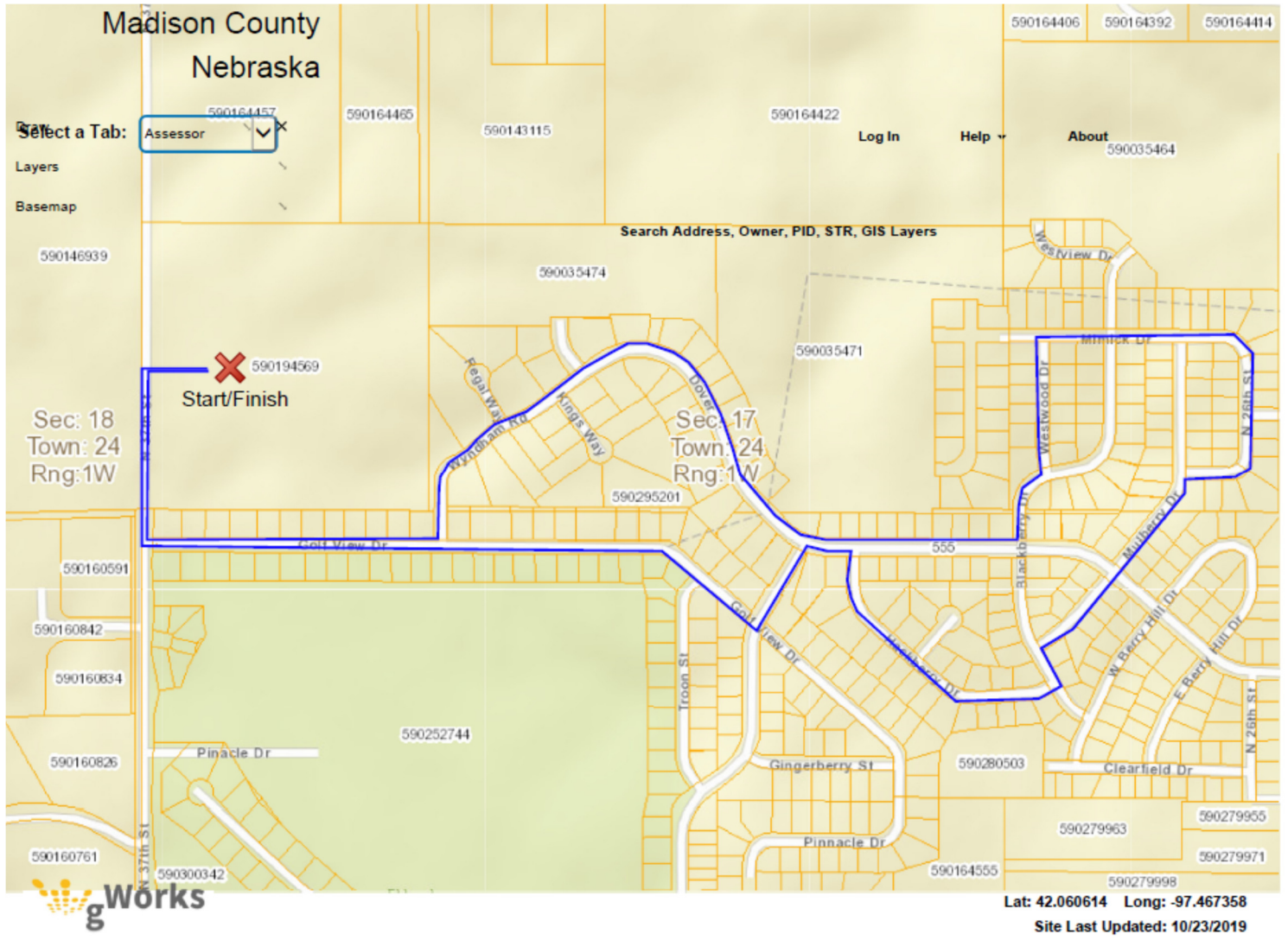


EXHIBIT "A"

AGREEMENT

This Agreement is made and entered into the _____ day of _____, 2023, by and between the City of Norfolk, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY", and Cable One, Inc., a Delaware Corporation, doing business as Sparklight, hereinafter referred to as "SPARKLIGHT" WITNESSETH:

WHEREAS, SPARKLIGHT has requested that 3rd Street be closed from the south line of the intersection of 3rd Street and Norfolk Avenue extending south to the north line of the east/west alley running between Norfolk Avenue and Madison Avenue for the purpose of placing inflatables on the closed street during a downtown trick-or-treat event on October 26, 2023; and

WHEREAS, CITY is desirous of allowing the closure of said portion of 3rd Street as described above at SPARKLIGHT's request.

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. TERM. This Agreement shall be for the day of Thursday, October 26, 2023.
2. LATE FEE. Pursuant to CITY's policy, SPARKLIGHT shall pay to CITY a late fee in the amount of \$75.00 due to SPARKLIGHT submitting an event application to CITY later than 60 days prior to SPARKLIGHT's use of CITY facilities. Said late fee shall be paid to CITY at the Norfolk City Clerk's Office, 309 North 5th Street, Norfolk, Nebraska, upon the signing of this Agreement.
3. STREET CLOSURE. CITY shall allow for the closure of 3rd Street from the south line of the intersection of 3rd Street and Norfolk Avenue extending south to the north line of the east/west alley running between Norfolk Avenue and Madison Avenue from 4:30 p.m. to 7:30 p.m. on October 26, 2023. CITY shall erect barricades and/or traffic cones which completely barricade the closed portion of the public street as deemed necessary by the Norfolk Police Division.
4. SET UP/CLEAN UP. SPARKLIGHT shall be allowed to begin setting up for its event at 4:30 p.m. on October 26, 2023. SPARKLIGHT shall be responsible for cleanup from the event and shall complete said cleanup by 7:30 p.m. on October 26, 2023.
5. NO HOLES IN STREET. SPARKLIGHT shall not drill any holes in the surface of the closed portion of 3rd Street.
6. INFLATABLES. CITY shall allow SPARKLIGHT to place inflatables on the closed portion of the street so long as said inflatables are not anchored by stakes placed in the surface of the street. SPARKLIGHT agrees to cease and desist use of inflatables in the event wind speeds exceed the inflatables manufacturer's recommendations.

7. NO PAINT ON STREET. SPARKLIGHT shall not paint the street for this event. In the event that SPARKLIGHT does paint or permanently mark the street, then City shall have the paint or marking removed and the cost thereof shall be paid by SPARKLIGHT.

8. DAMAGE. Any damage to CITY property resulting from SPARKLIGHT holding its event on the closed portion of 3rd Street will be repaired by CITY and the cost thereof shall be paid by SPARKLIGHT.

9. NO SIGNS ALONG STATE HIGHWAY. Pursuant to Nebraska Administrative Code Title 410, Chapter 3, SPARKLIGHT shall not place signs advertising SPARKLIGHT's event on property adjacent to any state highway.

10. INSURANCE. SPARKLIGHT shall provide CITY with a certificate of general liability insurance in the following minimum amounts:

General Aggregate	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000 each occurrence
b. Personal Injury Damage	\$1,000,000 each occurrence
c. Contractual Liability	\$1,000,000 each occurrence
d. Products Liability & Completed Operations	\$1,000,000 each occurrence
e. Fire Damage	\$ 100,000 any one fire
f. Medical Expense	\$ 5,000 any one person

In addition, SPARKLIGHT shall name CITY as an additional insured. The policy issued shall cover all activities sponsored by SPARKLIGHT for this event with no exclusions. Said insurance shall be the primary insurance coverage for SPARKLIGHT's event. SPARKLIGHT agrees to be responsible for any damages or claim of loss not covered by SPARKLIGHT's insurance. A certificate of insurance shall be filed with the Norfolk City Clerk upon execution of this Agreement. In the event the certificate of insurance is not filed by October 17, 2023, then (1) SPARKLIGHT shall pay an additional late fee to CITY in the amount of \$75.00, and (2) this Agreement shall be voidable at the option of CITY's risk manager.

11. RELEASES. In the event that SPARKLIGHT obtains Releases for participation in SPARKLIGHT's event while utilizing CITY's facilities under the terms of this Agreement, said Releases shall include a provision releasing CITY from the same liability and in the same manner that is afforded to other entities being released.

12. HOLD HARMLESS/INDEMNIFICATION. SPARKLIGHT agrees to save, hold harmless, indemnify and defend CITY, its representatives, agents and employees from any loss or damage or claim of loss by SPARKLIGHT or any third party from damage or claim of damage that arises from any of the activities authorized or undertaken as provided in this Agreement and for any loss to CITY that results from SPARKLIGHT failing to perform its obligations under this Agreement or engaging in any activity not authorized by this Agreement.

13. SEPARATE EVENT. SPARKLIGHT acknowledges that SPARKLIGHT's placement of inflatables on the closed street is separate and apart from a Downtown Trick-or-Treating event scheduled at the same time in the downtown area. SPARKLIGHT further

acknowledges that Downtown Norfolk Association, Inc. has no liability for any loss or claim of loss associated with SPARKLIGHT's event.

14. MANAGEMENT. The parties acknowledge and agree that SPARKLIGHT shall be solely responsible for the operation and management of the closed portion of the street during the term of this Agreement when the same is being utilized by SPARKLIGHT for SPARKLIGHT's event and related activities. SPARKLIGHT shall be responsible for operating and managing the closed portion of the street in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the same including, but not limited to, the most current and updated Directed Health Measures of all local, state, and federal health agencies, and all resolutions and ordinances of CITY (collectively the "Rules"). SPARKLIGHT represents and covenants to CITY that SPARKLIGHT is familiar with the Rules and that SPARKLIGHT shall operate and manage the closed portion of the street in accordance with the Rules. SPARKLIGHT shall ensure that all individuals utilizing the closed portion of the street for SPARKLIGHT's event shall conduct themselves in accordance with the Rules.

15. MAINTENANCE. SPARKLIGHT shall be responsible for maintaining the closed portion of the street in accordance with the Rules so that the same may be utilized for permitted activities hereunder. Such obligation shall include, but not be limited to, all sanitation guidelines and maintenance obligations that are set forth in the Rules. SPARKLIGHT shall ensure that any guests, invitees, or visitors are those permitted to be in attendance on the closed portion of the street in accordance with the Rules.

16. NO USAGE FEE. SPARKLIGHT shall pay no fee to CITY for the use of the closed portion of the street for SPARKLIGHT's event.

17. CANCELLATIONS. Notwithstanding any other provision of this Agreement, CITY retains the right at any time to cancel any activities scheduled on CITY property due to inclement weather or for any other reason. CITY shall not be responsible for any loss to SPARKLIGHT resulting from CITY's cancellation of SPARKLIGHT's activities.

18. AUTHORITY TO SIGN AGREEMENT. The individuals signing this Agreement represent that they are authorized to sign on behalf of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

ATTEST:

CITY OF NORFOLK, NEBRASKA,
A Municipal Corporation

Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

Approved as to Form: _____
Danielle Myers-Noelle, City Attorney

CABLE ONE, INC.,
A Delaware Corporation

By _____
Title: _____
Printed Name: _____



MacQueen Equipment presents a

Proposal Summary

2024 Elgin RegenX[®]

Easy to use, easy to clean, easy to maintain.
Mid-Dump Regenerative Air Sweeper.

For

City of Norfolk
MN State Contract S-843(5), Contract 190619 Pricing



RegenX
Quote Number: 2023-69219
Date: 09-27-2023

10/16/2023

Page 1 of 7
MacQueen Equipment
5360 Alvo Rd. Lincoln NE 68517
Ph. 402-435-0061

Enclosure 11
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RegenX

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Domicile	Continental USA
Size of Sidebroom	42
Fuel Type	Diesel

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	2025 M2 Dual Steer
Chassis Mounting Charge	Chassis Mounting Charge

Chassis Equipment

Seating Options	Right(Standard) and Left Hand Air-ride Cloth Hi-Back
Steering Tilt	Right Hand and Left Hand
Cab Mounted Convex Mirrors	12" Non-Heated Convex Mirrors
Left Hand Fender Mounted Mirror	Yes
Horn Options	Dual Air Horns

Brooms

Sidebroom Tilt Option Right Hand	Yes
Sidebroom Tilt Option Left Hand	Yes





Conveyance & Hopper

6" Drain	Yes
In-Cab Hopper Dump	Yes
Hopper Coating Systems	Lifeline Hopper System
Inspection Doors-Right	Right Hand Door

Dust Control & Flush Systems

Fill Hose Length	16'8"
Front Spray Bar	Yes
Quick Disconnect Coupling	Yes

Component Protection

Auxiliary Hydraulic Pump	Yes
Turbo II Precleaner	Yes
Extra Key Auxiliary Engine	1

Lighting & Compliance

Lighting	LED Beacons Cab/Front; Hopper Rear with LED Arrowstick
Work and Flood Lights; Individual Rocker Switches	Dual Sidebroom and Dual Rear Lights-LED
Miscellaneous Lighting	(2) Alternating Flashing Rear LED Lights*





Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
Sweeper: Service Manuals	1
John Deere Operators Manuals	1
John Deere Parts Manuals	1

Tools/Toolbox

Left Hand Lockable Toolbox	Yes
----------------------------	-----

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo

Non-Contract or other added

True Dual Steer or Modified Dual Steer	Yes
Upgrade to 6 LED flashers from 2 LED Flashers*	Yes
Light Tinted windows	Yes
Delivery	Yes





Chassis Notes :

RegenX	\$313,217.00
Freight Total	\$3,200.00
Sales Total	\$316,417.00
Optional trade option(Schwarze):	-\$27,500.00
Total w/ trade-in:	\$288,917.00

Price indicated includes approved Special Request
Price valid for 20 Days from date of 09-27-2023

Product Model: RegenX
Proposal Date: 09-27-2023
Quote Number: 2023-69219
Price List Date: 09-19-2023

QTY: 1

Customer Initials _____

Proposal Notes:

1. Current dual engine Elgin RegenX build slot available till Oct 17 is planned for August 2024 production.
2. Quoted prices are based on current costs and therefore subject to change with written notice to account for pricing changes beyond sellers control.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

Signed By:

Date:





LIMITED WARRANTY

Limited Warranty. Each machine manufactured by ELGIN SWEEPER COMPANY ("ESCO" or the "Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

Exclusive Remedy. Should any warranted product fail during the warranty period, ESCO will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Elgin distributor's location or at other locations approved by ESCO. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

The ESCO Limited Warranty shall not apply to (and ESCO shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, brooms, oils, fluids, filters, broom wire, shoe runners, rubber deflectors and suction hoses.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by ESCO.
5. Repairs, modifications or alterations without the express written consent of ESCO, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by ESCO may invalidate this warranty. ESCO reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make ESCO liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of ESCO. For the avoidance of doubt, ESCO shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. ESCO makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of ESCO in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

ESCO reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

ELGIN SWEEPER COMPANY
1300 W. Bartlett Road
Elgin, Illinois 60120



11-20-2007





RegenX
Quote Number: 2023-
69219
Date: 09-27-2023

Page 7 of 7
Team Member : Jason
Hurt
Tel :

10/16/2023

Enclosure 11
Page 34 of 129

City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701

**SANITARY SEWER
EASEMENT**

THIS SANITARY SEWER EASEMENT (this "Easement") is made and entered into effective as of the ____ day of _____, 2023, by and between MICHELLE L. KMENT, a single person, whose mailing address for notice purposes hereunder is, 19016 Midway Blvd., Port Charlotte, FL 33948, hereinafter referred to as "OWNER", and the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, whose mailing address for notice purposes hereunder is, City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, OWNER currently owns and has title to the real estate hereinafter described as:

Lot 3 of Maple Creek Veterinary Service Incs Addition to Norfolk, Madison County, Nebraska; and

WHEREAS, CITY desires permanent and temporary easements allowing for the construction and maintenance of a sanitary sewer project.

NOW THEREFORE, it is agreed as follows:

1. OWNER hereby grants, assigns, and sets over to CITY a non-exclusive permanent easement for construction, maintenance and repair of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "4"
PERMANENT EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid permanent easement area, except as to the rights herein granted. OWNER covenants and agrees that no other buildings, structures or permanent improvements of any kind whatsoever shall be erected or placed in, on, over or across the permanent easement area described in this paragraph. For purposes of this paragraph, "permanent improvements" shall not include hard surfacing, which OWNER shall be allowed to place on, over and across the above-described permanent easement area.

2. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "4A"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

3. OWNER does hereby grant, assign, and set over to CITY a non-exclusive temporary easement for the construction of a sanitary sewer system over, on and under the following property shown and described as:

**SEE ATTACHED EXHIBIT "4B"
TEMPORARY EASEMENT LEGAL DESCRIPTION**

OWNER shall fully use and enjoy the aforesaid temporary easement area, except as to the rights herein granted and except as to the right to erect permanent buildings or structures or install parking or hard surfacing on the temporary easement area described in this paragraph.

4. CITY shall restore any surfaces damaged due to sanitary sewer system maintenance or repairs to conditions substantially similar to conditions existing prior to the sanitary sewer system maintenance or repairs, all as approved by OWNER.
5. All rights to the temporary easement and temporary easement area shall automatically expire and be relinquished to OWNER (i) upon completion of construction of the

sanitary sewer system and its acceptance by CITY, or (ii) on May 1, 2024, whichever first occurs.

6. OWNER agrees that for and in consideration of the sum of Four Hundred Forty-Seven Dollars and 42 Cents (\$447.42), and other valuable consideration, cash in hand, the receipt of which is hereby acknowledged, OWNER has this day bargained and sold and by these presents does bargain, sell, convey, transfer, and deliver unto CITY the aforesaid easements.
7. CITY hereby waives any defects in the aforesaid permanent and temporary easement areas and acknowledges and accepts such easement areas in their "AS IS", "WHERE IS", "WITH ALL FAULTS" condition "SUBJECT TO ALL DEFECTS" and as suitable for its intended uses. OWNER shall have no, and hereby disclaims any, obligation whatsoever to maintain, repair, rehabilitate, operate, alter, or improve the permanent and temporary easement areas, or other land areas adjacent thereto. OWNER hereby disclaims any and all warranties whatsoever with respect to the permanent and temporary easement areas, including without limitation, warranties of title (statutory or otherwise) and warranties as to fitness for a particular purpose and suitability for CITY's uses. CITY hereby acknowledges that this Easement is subject to any and all covenants, conditions, restrictions, exceptions, easements and rights-of-way, whether recorded, unrecorded or revealed by an inspection of such easement areas.
8. The parties expressly agree that there is no intent herein to convey any other rights except those that are granted in this Easement. This Easement does not, and shall not be construed to grant any rights to the public in general. The terms and provisions of this Easement are intended solely for the benefit of OWNER and CITY, and are not intended to confer third- party beneficiary rights upon any other person or entity whatsoever. The parties do not intend for this Easement to convey fee title in any form or any other interest other than the non-exclusive easements for the uses set forth herein. The relationship between the parties established by this Easement is solely that of grantor and grantee. Nothing contained herein shall constitute the CITY as an agent, partner, or joint venturer of OWNER; and nothing contained herein shall grant CITY the right or authority to create any obligation of any kind on behalf of OWNER.
9. CITY shall be responsible for and shall indemnify, defend, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses occasioned by any death, personal injury, or loss

of or damage to any property arising out of: (i) CITY's uses of the aforesaid permanent and temporary easement areas; (ii) CITY's breach of any provision contained herein; or (iii) the negligence or willful misconduct of CITY, except to the extent that such death, personal injury, or loss of or damage to property results from the negligent, intentional or willful acts or misconduct of OWNER, its agents, guests, invitees or employees. CITY shall also indemnify, protect and hold OWNER harmless against and from all claims, demands, suits, judgments, liabilities, costs (including attorneys' fees) and expenses for any personal injury to or death of any person or persons whomsoever, damage to or loss of any property whatsoever, and all penalties arising or growing out of CITY's release or disposal of any hazardous material, substance or waste onto the ground or into the water or air from or upon the permanent and/or temporary easement areas, except to the extent that such release or disposal is caused by the negligence or willful misconduct of OWNER.

10. CITY shall maintain Worker's Compensation and Liability Insurance. It is understood that CITY may self-insure any portion of these insurance coverages. CITY will require evidence of applicable insurance coverage from any contractors or subcontractors that perform work for CITY in the aforesaid permanent and temporary easement areas.
11. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. No provision of this Easement shall be interpreted for or against either party on the basis that such party drafted such provision; and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision of this Easement.
12. This Easement may not be leased or assigned by CITY, in whole or in part, without the prior written consent of OWNER; and any purported lease or assignment without such consent shall be null and void, ab initio, and of no force or effect. Subject to the foregoing, the rights, conditions and provisions of this Easement shall run with the land and shall insure to the benefit of, and be binding upon, OWNER and CITY and their respective successors in interest in the real estate, heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement by signing separate signature pages hereof.

[The remainder of this page is left blank intentionally.]

OWNER:

MICHELLE L. KMENT

BY: Michelle L. Kment
MICHELLE L. KMENT

STATE OF Florida)
) ss
COUNTY OF Sarasota)

On this 26 day of September, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Michelle L. Kment, a single person, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be her voluntary act and deed.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]



BRITTANY MORALES
Notary Public
State of Florida
Comm# HH423567
Expires 7/19/2027

Brittany
Notary Public Signature

Brittany Morales
Notary Public — Printed Name

My commission expires the 07 day of July, 2027

[The remainder of this page is left blank intentionally.]

ACCEPTANCE BY CITY

Accepted this _____ day of _____, 2023, by the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

(S E A L)

Approved as to form:

Danielle Myers – Noelle, City Attorney

STATE OF NEBRASKA)
) ss
COUNTY OF MADISON)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally came Josh Moenning, Mayor, and Brianna Duerst, City Clerk, of the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, to me known to be the identical person or persons whose names are affixed to the foregoing instrument and acknowledged the same to be their voluntary act and deed on behalf of the corporation.

Witness my hand and official seal on the day and year written above:

[NOTARY SEAL]

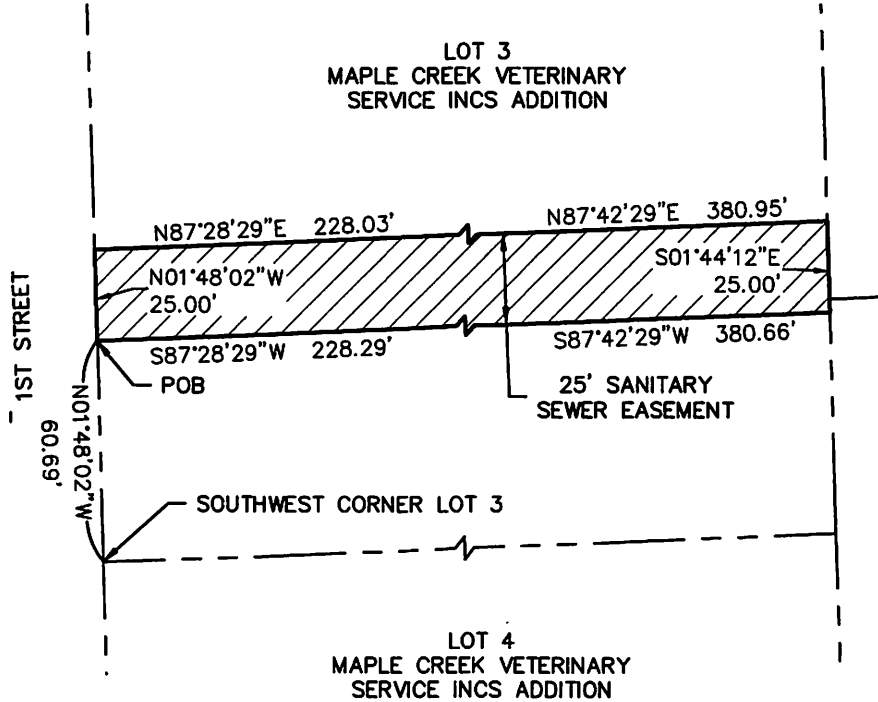
Notary Public – Signature

Notary Public – Printed Name

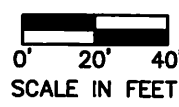
My commission expires the _____ day of _____, 20____

SANITARY SEWER EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwalker
 DWG: F:\2022\02501-03000\022-02759-40-Design\Exhibits\V_PERM EASE_SAN_02202759.dwg
 DATE: Aug 02, 2023 12:26pm
 XREFS: C:\P\UTIL_02202759 V_XTOPO_SPC_02202759



25' SANITARY SEWER EASEMENT DESCRIPTION

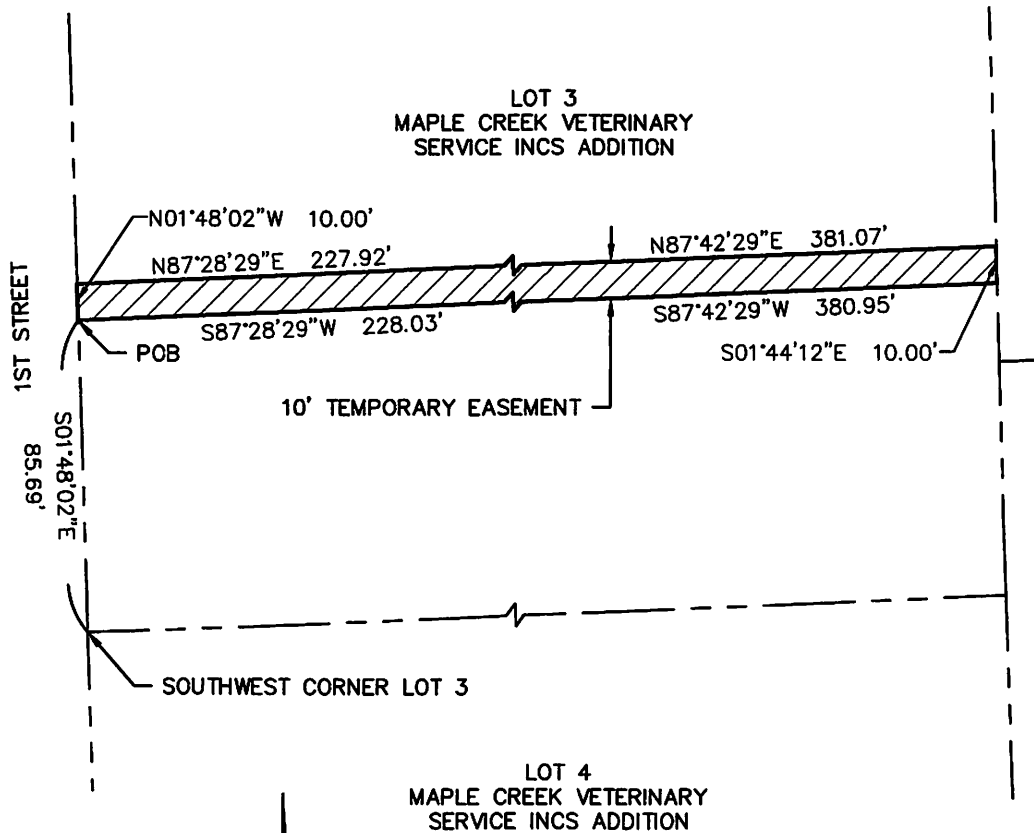
A 25 FOOT SANITARY SEWER EASEMENT LOCATED IN PART OF LOT 3, MAPLE CREEK VETERINARY SERVICE INCS ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, MAPLE CREEK VETERINARY SERVICE INCS ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, THENCE ON AN ASSUMED BEARING OF N01'48'02"W, ON THE WEST LINE OF LOT 3 AND EAST ROW LINE OF 1ST STREET, A DISTANCE OF 60.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01'48'02"W, ON SAID WEST LINE OF LOT 3 AND SAID EAST ROW LINE, A DISTANCE OF 25.00 FEET; THENCE N87'28'29"E, A DISTANCE OF 228.03 FEET; THENCE N87'42'29"E, A DISTANCE OF 380.95 FEET TO A POINT ON THE EAST LINE OF LOT 3; THENCE S01'44'12"E, ON THE EAST LINE OF LOT 3, A DISTANCE OF 25.00 FEET; THENCE S87'42'29"W, A DISTANCE OF 380.66 FEET; THENCE S87'28'29"W, A DISTANCE OF 228.29 FEET TO THE POINT OF BEGINNING. SAID 25 FOOT SANITARY SEWER EASEMENT CONTAINS A CALCULATED AREA OF 15,224.13 SQUARE FEET OR 0.35 ACRES MORE OR LESS.

PROJECT NO: 022-02759	SANITARY SEWER EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE				4
DATE: 2/23/23				

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA



USER: kwalker

DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAN_02202759.dwg
DATE: Aug 02, 2023 12:25pm XREFS: V_XTOPO_SPC_02202759 C_PUTIL_02202759

N

LEGEND



10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT 3, MAPLE CREEK VETERINARY SERVICE INCS ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, MAPLE CREEK VETERINARY SERVICE INCS ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF N01°48'02"W, ON THE WEST LINE OF LOT 3 AND EAST ROW LINE OF 1ST STREET, A DISTANCE OF 85.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°48'02"W, ON SAID WEST LINE OF LOT 3 AND SAID EAST ROW LINE, A DISTANCE OF 10.00 FEET; THENCE N87°28'29"E, A DISTANCE OF 227.92 FEET; THENCE N87°42'29"E, A DISTANCE OF 381.07 FEET TO A POINT ON THE EAST LINE OF LOT 3; THENCE S01°44'12"E, ON SAID EAST LINE OF LOT 3, A DISTANCE OF 10.00 FEET; THENCE S87°42'29"W, A DISTANCE OF 380.95 FEET; THENCE S87°28'29"W, A DISTANCE OF 228.03 TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 6,089.85 SQUARE FEET OR 0.14 ACRES MORE OR LESS.

PROJECT NO: 022-02759
DRAWN BY: TRE
DATE: 3/3/23

TEMPORARY
EASEMENT

olsson

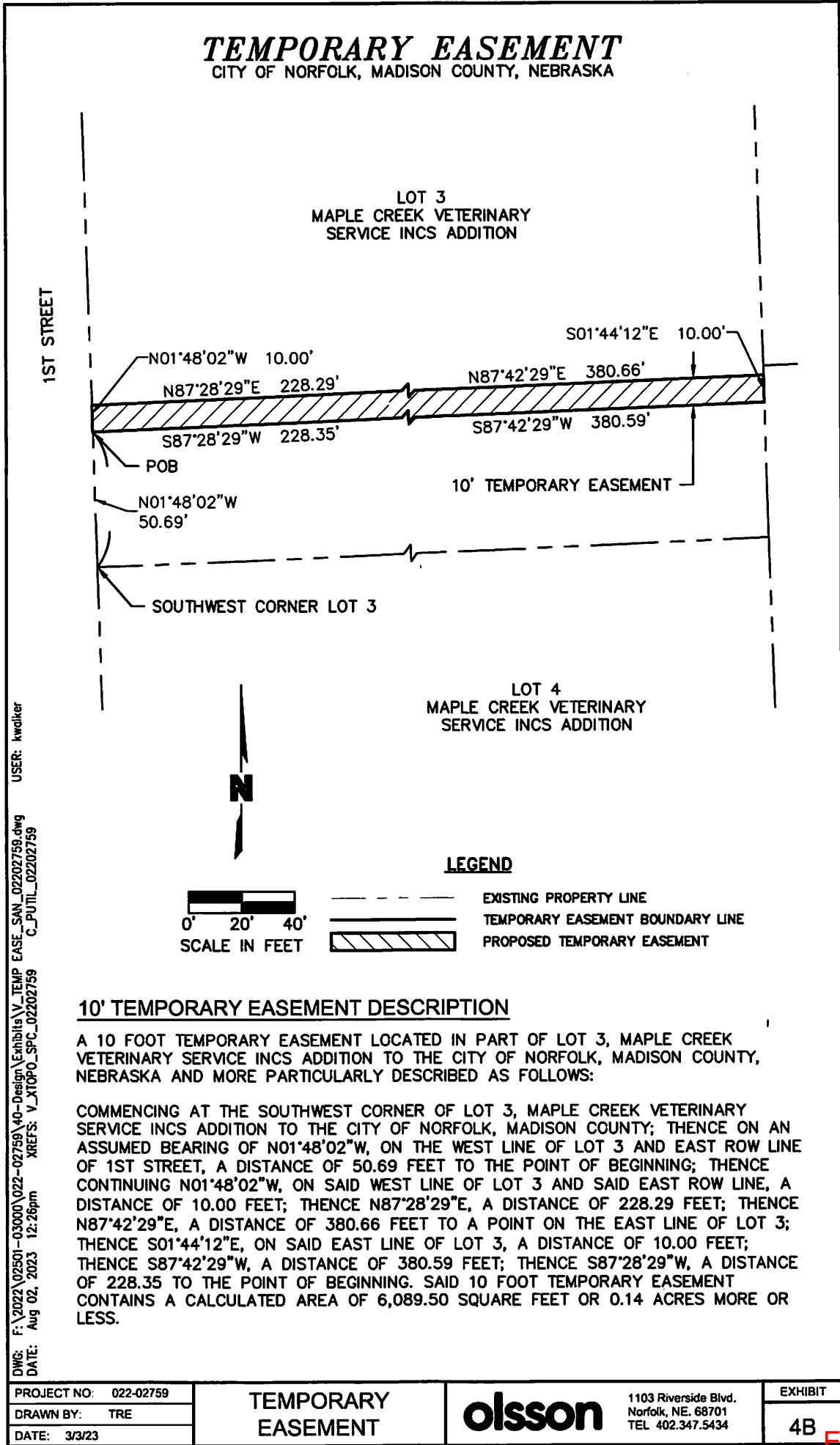
1103 Riverside Blvd.
Norfolk, NE. 68701
TEL 402.347.5434

EXHIBIT

4A

TEMPORARY EASEMENT

CITY OF NORFOLK, MADISON COUNTY, NEBRASKA

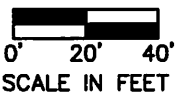


USER: kwalker
 DWG: F:\2022\02501-03000\022-02759\40-Design\Exhibits\TEMP EASE_SAV_02202759.dwg
 DATE: Aug 02, 2023 12:26pm
 XREFS: V_XTOPO_SPC_02202759 C_PUTIL_02202759

10' TEMPORARY EASEMENT DESCRIPTION

A 10 FOOT TEMPORARY EASEMENT LOCATED IN PART OF LOT 3, MAPLE CREEK VETERINARY SERVICE INCS ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3, MAPLE CREEK VETERINARY SERVICE INCS ADDITION TO THE CITY OF NORFOLK, MADISON COUNTY; THENCE ON AN ASSUMED BEARING OF N01°48'02"W, ON THE WEST LINE OF LOT 3 AND EAST ROW LINE OF 1ST STREET, A DISTANCE OF 50.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°48'02"W, ON SAID WEST LINE OF LOT 3 AND SAID EAST ROW LINE, A DISTANCE OF 10.00 FEET; THENCE N87°28'29"E, A DISTANCE OF 228.29 FEET; THENCE N87°42'29"E, A DISTANCE OF 380.66 FEET TO A POINT ON THE EAST LINE OF LOT 3; THENCE S01°44'12"E, ON SAID EAST LINE OF LOT 3, A DISTANCE OF 10.00 FEET; THENCE S87°42'29"W, A DISTANCE OF 380.59 FEET; THENCE S87°28'29"W, A DISTANCE OF 228.35 TO THE POINT OF BEGINNING. SAID 10 FOOT TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 6,089.50 SQUARE FEET OR 0.14 ACRES MORE OR LESS.



LEGEND

- EXISTING PROPERTY LINE
- TEMPORARY EASEMENT BOUNDARY LINE
- PROPOSED TEMPORARY EASEMENT

PROJECT NO: 022-02759	TEMPORARY EASEMENT	olsson	1103 Riverside Blvd. Norfolk, NE. 68701 TEL 402.347.5434	EXHIBIT
DRAWN BY: TRE				4B
DATE: 3/3/23				

10/16/2023

Lyle Lutt
llutt@norfolkne.gov

Administration Division
Purchasing Agent

REQUEST FOR PROPOSAL

The City of Norfolk is requesting proposals for installation of 2-two million BTU Commercial Pool Heaters for a 160,000-gallon wave pool and replace the existing four million BTU Commercial Pool Heater located at AquaVenture Water Park at 715 S.1st St., Norfolk, Nebraska 68701. Submit the original proposal, two (2) identical hardcopies, and one (1) electronic copy (PDF format) to the City of Norfolk, Attn: Lyle Lutt, 309 N 5th Street, Norfolk, Nebraska 68701 **by 2:00 p.m., Wednesday, November 15, 2023**

The City reserves the right to reject any or all proposals or any portion and to waive informality in any bid. Bids will be awarded to the low bidder meeting or exceeding bid specifications and all bids must be honored for a minimum of 30 days after opening. In making proposal awards, the City of Norfolk reserves the right to determine responsive proposals and responsible proposals as defined below.

RESPONSIVE PROPOSAL: A proposal which conforms in all material respects to the REQUEST FOR PROPOSAL.

RESPONSIBLE PROPOSAL: A proposal that has the capability in all respects to perform fully the contract requirements, and the integrity and reliability, which will assure good faith performance as prescribed by Norfolk City Code Section 2-110(e).

The City reserves the right to consider “lowest total cost” including, but not limited to product features, services, and life cycle costs.

INSTRUCTIONS:


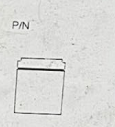
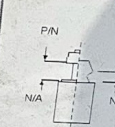
1. Return enclosed forms complete with contact information and signature of an authorized representative with the submitted proposal. Neither faxed proposals nor emailed will be accepted.
2. The City of Norfolk is tax exempt. A tax-exempt certificate will be furnished upon request, and payment may be made by credit card at the City’s option.
3. All prices quoted shall be F.O.B., City of Norfolk, 309 N 5th Street, Norfolk, Nebraska 68701.
4. Return required sealed proposals marked “**AquaVenture Commercial Pool Heater**” to the following address: City of Norfolk, Attn: Lyle Lutt, 309 N 5th Street, Norfolk, Nebraska 68701 on or before **2:00 p.m., Wednesday, November 15, 2023.**

Lyle Lutt
llutt@norfolkne.gov

Administration Division
Purchasing Agent

Current Heater



 <p>NATL. BD. 334382 CERTIFIED BY RAYPAK, INC. Oxnard, CALIFORNIA 93030</p> <p>MAX. ALLOWABLE W.P. 160 PSI MAX. ALLOWABLE INPUT BTU/HR 4,000,000 MFR. SERIAL NO. 1201334382</p> <p>FOR YOUR SAFETY DO NOT STORE OR USE GASOLINE OR OTHER FLAMMABLE VAPORS OR LIQUIDS OR OTHER COMBUSTIBLE MATERIALS IN THE VICINITY OF THIS OR ANY OTHER APPLIANCE. TO DO SO MAY RESULT IN EXPLOSION OR FIRE.</p> <p>MODEL NO. WHP-4001 BTU/HR INPUT 4,000,000 RECOVERY RATING, GPH 3976 GAS NAT ACCEPTED FOR USE CITY OF NEW YORK DEPARTMENT OF BUILDINGS MEAN 408-88-E Vol V CRN 6361 2C ANSI Z21.10.3b/CSA 4.3b-2008 GAS WATER HEATERS SUITABLE FOR WATER (POTABLE) HEATING AND SPACE HEATING THERMAL EFFICIENCY 82% MEASURED STORAGE VOLUME: LESS THAN 10 GAL</p>	<p>NON-AUTOMATIC CIRCULATING TANK WATER HEATER</p> <p>FOR INSTALLATION ON NON-COMBUSTIBLE FLOORS ONLY FOR INDOOR INSTALLATION ONLY</p> <p>MIN. CLEARANCES FROM COMBUSTIBLE CONSTRUCTION</p> <table border="1"> <tr><td>RIGHT SIDE</td><td>24"</td></tr> <tr><td>LEFT SIDE</td><td>24"</td></tr> <tr><td>BACK</td><td>24"</td></tr> <tr><td>TOP</td><td>24"</td></tr> </table> <p>FOR SERVICING, PROVIDE AT LEAST 48" OF UNOBSTRUCTED CLEARANCE IN FRONT OF UNIT.</p>		RIGHT SIDE	24"	LEFT SIDE	24"	BACK	24"	TOP	24"	<p>WHEN USED WITH POWER VENT TERMINAL NO 005924 ELECTRICAL RATING WILL BE LESS THAN 15 AMPS, 120/240 VAC, 60HZ</p>
	RIGHT SIDE	24"									
LEFT SIDE	24"										
BACK	24"										
TOP	24"										
<p>MAX. PERMISSIBLE GAS SUPPLY PRESSURE</p> <table border="1"> <tr><td>NAT</td><td>LPG</td></tr> <tr><td>14" W.C.</td><td>14" W.C.</td></tr> </table> <p>MIN. PERMISSIBLE GAS SUPPLY PRESSURE FOR PURPOSE OF INPUT ADJUSTMENT</p> <table border="1"> <tr><td>7" W.C.</td><td>12" W.C.</td></tr> <tr><td>4" W.C.</td><td>11" W.C.</td></tr> </table> <p>MANIFOLD PRESSURE</p> <p>ELECTRICAL RATING 120/24V 60 HZ, LESS THAN 12 AMPERES</p> <p>ph: 901615</p>	NAT	LPG	14" W.C.	14" W.C.	7" W.C.	12" W.C.	4" W.C.	11" W.C.	<p>P/N</p>  <p>P/N</p> 		
NAT	LPG										
14" W.C.	14" W.C.										
7" W.C.	12" W.C.										
4" W.C.	11" W.C.										
<p>MEETS ASHRAE 90.1-2001 ENERGY EFFICIENCY REQUIREMENTS 900653 REV 2</p>		<p>OPERATING INSTRUCTIONS</p> <ol style="list-style-type: none"> 1. Close all gas valves, turn off all electric power to the appliance. Wait five (5) minutes. 2. Open manual pilot valve, turn on all electric power to the appliance. The pilot is automatically lit. 3. Open main gas valve. 4. Set temperature controls to desired setting. <p>TO SHUT DOWN Close all manual gas valves, turn off all electric power to the appliance.</p>		<p>INSTRUCTIONS DE MISE EN MARCHÉ</p> <ol style="list-style-type: none"> 1. Fermer tous les clapets à gaz, coupez l'alimentation électrique de l'appareil. Attendez cinq (5) minutes. 2. Ouvrir la soupape de veilleuse manuelle, mettez l'appareil sous tension. Le veilleuse est automatiquement allumé. 3. Ouvrir le clapet à gaz principal. 4. Réglez les contrôles de température désirée. <p>POUR S'ARRÊTER 1. Fermer tous les clapets à gaz manuels, coupez l'alimentation électrique de l'appareil. 900273 REV 3</p>							

ARTICLE I: Contract Documents

ARTICLE II: Special Provisions

ARTICLE III: General Terms & Conditions

ARTICLE I

CONTRACT DOCUMENTS

1. Notice
2. Proposal
3. Affidavit
4. Bond
5. Insurance Checklist
6. Contract

NOTICE: REQUEST FOR PROPOSAL – AquaVenture Commercial Pool Heater

SUBMITTAL DUE DATE: 2:00 p.m., Wednesday, November 15, 2023

PROPOSALS MUST BE MAILED OR DELIVERED TO:

**City of Norfolk
Attn: Lyle Lutt
309 North 5th Street
Norfolk, NE 68701**

Please mark your envelope “AquaVenture Commercial Pool Heater”

EIN/SSN (Required) _____
Federal I.D. Number

COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE _____ EMAIL _____

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

Signature acknowledges that Proposer has read the documents thoroughly before submitting a proposal, will fulfill the obligations in accordance with the scope of work, terms and conditions and is submitting without collusion with any other individual firm. You must submit this page with an authorized signature.

DO NOT CONTACT ANY OTHER CITY EMPLOYEE OR DEPARTMENT.

ALL QUESTIONS MUST BE SUBMITTED BY EMAIL TO THE FOLLOWING PERSONS:

Regarding the Aquatic Commercial Pool Heater:

Nathan Powell, Parks & Recreation Director
npowell@norfolkne.gov
(402) 844-2184

Regarding the RFP Submittal:

Lyle Lutt, Purchasing Agent
llutt@norfolkne.gov
(402) 844-2015

Questions must be submitted no later than **4:30 p.m., November 10, 2023**. Questions submitted after that date may not be considered.

MUST SUBMIT THIS PAGE WITH PROPOSAL

PROPOSAL
Norfolk, Nebraska

_____, 2021

MAYOR AND CITY COUNCIL
NORFOLK, NEBRASKA

Ladies & Gentlemen:

The undersigned, having examined the contract documents and the site of the work, hereby proposes to furnish all labor, materials, use of contractor's equipment plan and all else necessary for the performance of the work for:

AquaVenture Commercial Pool Heater

according to the following schedule of approximate quantities for the unit price herein set forth.

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1.	AquaVenture's Commercial Pool Heater replacement & Installation	2		_____

(Amount Written in Words)

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good and sufficient surety.

All work must be completed by 5:00pm, Friday, April 19th, 2024.

We have herewith submitted a bid bond or certified check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$_____, being five percent (5%) of the amount of the proposal, which shall become the property of the City of Norfolk, Nebraska, in case the undersigned fails to enter into a valid contract within ten (10) days with the City.

In submitting this proposal, the contractor further states that he is complying with, and if awarded a contract, will continue to comply with fair labor standards as defined in 73-104, R.S. Nebraska Statutes in pursuit of his business and in execution of this contract on which he is bidding.

The City of Norfolk, Nebraska, reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids.

Respectfully submitted,

If an Individual:

(Signature of Individual)

doing business as

(Name of Firm)

If a Partnership:

(Name of Partnership)

(Signature of Partner)

(Signature of Partner)

If a Corporation:

(Name of Corporation)

ATTEST:

(Officer's Signature)

(Title)

(Address)

(Phone)

AFFIDAVIT

I, _____ of
Owner or Authorized Agent

_____ solemnly swear that the bid
Contractor

herewith submitted was not the result of any agreement or understanding, written,
or otherwise, with any competing bidder, or any other competitor of the Contractor, prior
to the time this bid on _____ was submitted at the
Project

letting held by the City of Norfolk in Norfolk, Nebraska, on _____, 20__.

Contractor

by _____
Name of Person Making Affidavit

SEAL

Subscribed in my presence and sworn to before me this _____ day of
_____, 20__.

Notary Public

BOND

NOTE: No security except surety company bond will be accepted by the City Council.

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____, a duly incorporated bonding Company authorized to do business in the State of Nebraska, as surety, are held and firmly bound unto the City of Norfolk, Nebraska, in the penal sum of _____ DOLLARS, (_____) to be levied of our property, goods and chattels, in case default is made in the conditions following, that is to say:

WHEREAS, the said _____ is about to enter into contract with the City of Norfolk, Nebraska, whereby _____ agrees to construct _____ of said city and perform and maintain certain work, according to the terms of the foregoing contract and specifications.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the said _____ shall well and faithfully perform specifications for such work on file in the office of the City Engineer of said city, and to the satisfaction of the Engineer, Mayor and City Council of said city, and shall make payment in full for all materials used and all labor employed in the execution of this contract, or in the repair or maintenance of such work, and shall maintain said work in the good and acceptable condition by making all necessary repairs or renewals to same whenever called upon to do so by the City Engineer during a period of one year from date of final acceptance of the work by the Mayor and City Council, said period not to expire until the city officials of the City of Norfolk shall properly certify to the surety on this bond that the contractor has properly fulfilled all the guarantee and maintenance provisions required by the contract, and that there are no reasonable objections on the part of the City Council to the releasing of the contractor and his surety from all further obligation to the City of Norfolk, said contract being referred to as part of this bond for greater certainty, and the contractor shall also present to the City Council evidence of satisfactory settlement or adjustment of all claims or liens against the work, then these presents shall become void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands this _____ day of _____, 20____.

In Presence of: _____
As Principal

As Sureties

BY _____

(SEAL)

**CITY OF NORFOLK, NEBRASKA
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required

Limits (Figures Denote Minimums)

- | | | |
|---|---|---|
| <p><u>X</u></p> <p><u>X</u></p> <p>___</p> <p><u>X</u></p> <p><u>X</u></p> <p>___</p> <p><u>X</u></p> <p><u>X</u></p> <p><u>X</u></p> <p>___</p> <p>___</p> <p><u>X</u></p> <p><u>X</u></p> <p>___</p> <p>___</p> <p>___</p> <p>___</p> <p>___</p> <p>___</p> <p><u>X</u></p> <p>___</p> <p><u>X</u></p> <p>___</p> <p><u>X</u></p> | <p>1. Workers' Compensation &
2. Employers' Liability</p> <p>3. USL&H Endorsement
4. General Liability</p> <p>5. Premises/Operations</p> <p>6. Independent Contractors
7. Products
8. Completed Operations
9. Contractual Liability
10. Personal Injury Liability
11. XCU Coverages
12. Broad Form P.D.
13. Automobile Liability
14. Owned, Hired, & Non-owned
15. Motor Carrier Act End.
16. Umbrella Liability
17. Garage Liability</p> <p>18. Garagekeepers' Legal Liability</p> <p>19. Professional Liability</p> <p>20. City named as additional insured on other than W/C & Auto. This coverage is primary to all other coverages the City may possess.</p> <p>21. Other Insurance Required:</p> <p>22. Forty-five (45) Days Cancellation, non-renewal, material change or coverage reduction notice required. The words "endeavor to" are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
23. Best's Guide Rating: "B" VIII or better, or its Equivalent
24. The Certificate Must State Bid Number and Bid Title
25. Medical expense (any one person)</p> | <p>Statutory limits of State of Nebraska
\$100,000 accident, \$100,000 disease,
\$500,000 policy limit disease</p> <p>Statutory
\$ <u>1,000,000</u> per occurrence</p> <p>Items #'s 4-9, & 11, 12 require <u>\$1,000,000</u>
combined single limit for bodily injury and
property damage each occurrence</p> <p>\$ _____ gen. agg., if appl.
\$ _____ each off./agg., pers. inj.</p> <p>\$ <u>1,000,000</u> Bodily Injury & Property
Damage each accident</p> <p>\$ _____ BI & PD, & Pers. Inj.
\$ _____ BI & PD each occ.</p> <p>Indicate Limit \$ _____ - Compr.</p> <p>Indicate Limit \$ _____ - Coll.
\$ <u>1,000,000</u> per occurrence</p> <p>\$5,000 minimum</p> |
|---|---|---|

BIDDER STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract for the life of the contract.

Bidder (Printed Name)

Signature/Date

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, party of the first part, termed in the contract documents as the "City" and _____, party of the second part, termed in the Contract Documents as "Contractor".

WITNESSETH: In consideration of the sum to be paid by the City to the Contractor at the time and manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish all labor, tools, equipment and materials and to pay for all such items, and to construct in every detail, to-wit:

AquaVenture Commercial Pool Heater

The prices bid on the Proposal, all to the satisfaction of the City Engineer and subject to the approval of the City.

AND FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT:

1. That construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal of this contract.
2. That said work and material for the project covered by the Contract Documents shall be completely installed and delivered to the owner, clear and free from any and all liens, claims and demands of any kind.
3. That the full compensation to be paid the Contractor by the City, pursuant to the terms of this contract shall be payable as provided in the Contract Documents.
4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Part 1. Notice to Vendors
Proposal
Affidavit
Performance Bond
Certificate of Insurance

Part 2. Special Provisions and General Provisions

IN WITNESS WHEREOF, contracting parties by our agents hereto affix our signatures and seals in triplicate the day and year first above written.

ATTEST:

City of Norfolk, Nebraska
A Municipal Corporation

City Clerk

By _____
Mayor

(SEAL)

CORPORATE
(SEAL)

Contractor - Party of the
Second Part

By _____
President

I hereby certify that all the proceedings leading up to the letting of this contract are in accordance with the statute requirements and the ordinances of the City of Norfolk pertaining thereto, and that this contract and bond is in proper form.

City Attorney

ARTICLE II

SPECIAL PROVISIONS

The City of Norfolk is seeking proposals to provide and install 2-two million Btu heaters for a 160,000-gallon wave pool at AquaVenture Waterpark, located at 715 S.1st in Norfolk, Nebraska.

This request for proposal is for the design, purchase, delivery, and installation of the heaters at the proposed site.

SCOPE OF WORK

- Design and furnish all material, labor and equipment to install and connect 2- two million BTU heaters in place of the existing unit for a 160,000-gallon wave pool.
- Total cost of project is **not to exceed \$180,000** in equipment, material, shipping, labor, and all related costs. No circumstance shall be allowed to exceed this amount.
- Costs should include retrofitting, widening, removal and/or restoration of any doorways needing adjustments to accommodate heater installation.
- Up to 97% efficiency
- Minimum water temperature of 50 degrees and a maximum setpoint water temperature of 106 degrees
- Each vendor may submit one (1) option.
- Project must be completed no later than **5:00pm, April 19th, 2024.**

CONTRACTOR SERVICES

The selected Contractor shall be responsible for the following:

- The Contractor shall provide all material, equipment, labor and supplies to satisfy the intent of the agreement.
- Confer with City staff prior to submitting the final order to confirm the units.
- Respond to inquiries from City staff concerning equipment and/or construction and provide prompt attention to any issues regarding installation.
- Coordinate scheduling of installation with City staff when applicable.
- Be responsible for providing safety precautions in connection with contracted installation work.
- The proper disposal of litter and debris collected from the work site is the responsibility of the Contractor.
- Upon completion of installation, conduct an onsite audit to confirm that the heaters were installed according to manufacturer's specifications and provide written documentation of the audit to the City of Norfolk. Contractor shall maintain ownership of all materials, equipment, systems, structures and components until audit is completed and final payment has been issued.
- Upon completion, Contractor will be required to provide installation manuals, operation and maintenance manuals, spare parts, touchup paint and checklists to City staff.
- Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the contract price as security for the faithful performance and payment of all Contractor's obligations under the contract documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due. When the successful Contractor delivers the executed agreement to the City of Norfolk, it must be accompanied by the required performance and payment bond.

GENERAL REQUIREMENTS

- A certificate of insurance showing the coverages and limits that are checked on the attached "insurance checklist" shall be furnished prior to work commencing.
- Heaters fit in the existing location shown on attachment.
- Heaters must be installed according to the manufacturer's guidelines and work be guaranteed for a minimum of one year with all parts and components to carry full manufacturer warranty.

PROJECT BUDGET

The city is requesting proposals not to exceed the amount of \$180,000.

SUBMISSION REQUIREMENTS

Each Contractor may submit up to one (1) design that do not exceed the budgeted amount, only one proposal will be selected. The proposed design(s) shall be compatible with the site. It is the responsibility of the Contractor to take all measurements and confirm available space and compatibility for each heater.

Each proposal shall include at minimum: two hard copies and one electronic copy for necessary distribution. Submittals should include the information applicable to the questions depicted below and be labeled 1-12, following the minimum requirements listed below, with any additional or clarification information at the end. The following are the minimum submittal requirements:

1. Company background (brief information on company's experience and qualifications, number of years constructing aquatic play equipment, support services, experience of project manager).
2. Name and experience of all sub-contractor(s) providing professional installation services.
3. For joint ventures, indicate the work and estimated percentage of the total project to be performed by each party.
4. Three client references from Nebraska or neighboring state on similar municipal projects completed within the last three years. Include name of municipality, address, contact person, phone number, email, cost of the project, year completed. Reference letters are also encouraged, but not required.
5. List or reference of design components.
6. Description of component materials/specifications.
7. Accessibility summary.
8. Indicate projected dates of construction and the projected completion date. Project timeline will be considered when evaluating and awarding project. Entire project must be complete by 5:00pm, Friday, April 19th, 2024.
9. A single total project cost proposal (not exceeding \$180,000) must include an itemized breakdown of all charges.

10. Copy of manufacturer's warranty, liability coverage and estimated life expectancy under normal conditions.

EVALUATION CRITERIA

- Experience with comparable projects
- Experience with City of Norfolk and other comparable municipalities
- Compatibility with site
- Compliance with the RFP
- Research and understanding of project requirements
- Compliance with budget
- Project schedule/delivery
- Project proposed completion date
- Product specifications/warranty

Replace current four million BTU Commercial Pool Heater with 2-two million BTU Commercial Pool Heaters

ARTICLE III

GENERAL PROVISIONS OF THE CONTRACT

- III.1 GENERAL
- III.2 BIDDING AND CONTRACT EXECUTION
- III.3 CONTRACTS
- III.4 SUB-CONTRACTS
- III.5 INSURANCE
- III.6 PLANS AND SPECIFICATIONS
- III.7 ENGINEERING SUPERVISION
- III.8 CONTRACTOR'S WORKING CONDITIONS
- III.9 MEASUREMENT AND PAYMENT
- III.10 WORK ELIGIBILITY STATUS VERIFICATION
- III.11 TITLE VI NON-DISCRIMINATION PROGRAM

ARTICLE III

GENERAL PROVISIONS OF THE CONTRACT

III.1 GENERAL

- A. The provisions of this section are of a general nature and are intended to apply to contract work of all types. Whenever any of these provisions do not apply to a specific contract, the exceptions will be noted in the Article II Special Provisions attached to the specific contract. In case of any conflicts between Article III General Provisions and Article II Special Provisions, the Article II Special Provisions shall govern.

III.2 BIDDING AND CONTRACT EXECUTION

- A. Definitions: The following terms as used in these contract documents are respectfully defined as follows:
- a. Contract - The contract documents consisting of the Agreement, the General Provisions of the Contract, Special Provisions of the Contract, the Drawings and Specifications, including all modifications thereof, incorporated in the documents before their execution.
 - b. Owner, City, Mayor, or City Council - The governing body of the municipality which is the contracting party initiating the project as set forth in the contract.
 - c. Contractor - The party or parties entering into contract for the performance of the work and who is subject to the terms of said contract. Also the agents, employees, workmen, or assignees of said contractor.
 - d. Subcontractor - A person, firm, or corporation, other than the Contractor, supplying labor and materials, or labor only on work considered in this contract.
 - e. Engineer, City Engineer - The Engineer in charge or his duly authorized assistants, acting under authority of the City.
 - f. Work - All work including materials, labor, supervision, use of tools necessary to complete the construction called for in the contract in full compliance with the terms of the contract.
 - g. Project - The entire improvement proposed by the Owner to be constructed in whole or in part pursuant to that within the contract.
 - h. Surety - The person, firm or corporation that has executed, as surety, the Contractors Performance Bond, securing the performance of that within the contract.

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- B. Site Examination: Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, obstacles which may be encountered and all other relevant matters concerning the work to be performed. Where test boring logs indicating underground conditions are shown on the plans, such logs shall be considered only as indicative of conditions as observed at the time and place indicated, and neither the Engineer nor the Owner shall be held responsible for any variance in conditions encountered at the time of actual construction. It shall be the responsibility of the Contractor to satisfy himself by such methods as he deems necessary prior to the letting as to underground structures and obstacles to be encountered.
- C. The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any matter or thing concerning which he might fully have informed himself, prior to the bidding.
- D. The successful Contractor will be required to employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruptions or interference with any other Contractor.
- E. Specification Requirements: The bidder is expected to base his bid on materials and equipment complying fully with the plans and specifications, and in the event he names in his bid, materials or equipment which do not conform, he will be responsible for furnishing materials and equipment which fully conform at no change in his bid price.
- F. Before submitting a proposal, each Contractor should read the complete specifications and plans, including all related documents contained herein, all of which contain provisions applicable not only to the successful bidder, but also to his subcontractor.
- G. Statement of Bidders Plan and Financial Condition: Each bidder may submit with his bid, and in any event the Owner may, after bids are opened and prior to award of contract, require any bidder to submit the following data:
- a. A statement that the bidder maintains a permanent address thereof.
 - b. A statement of the equipment which the bidder proposes to use on the project, together with a statement noting that equipment previously mentioned which the bidder owns and that which he does not own but is certain he will be able to rent or otherwise procure for use on the project.
 - c. A financial statement, duly sworn to in a form approved by the Owner, listing assets and liabilities.
 - d. A statement listing projects of similar nature which the bidder has constructed, or in the construction of which the bidder was actively engaged in a responsible capacity.
- H. Conditions in Bidder's Proposals: A bidder shall not stipulate in his proposal any conditions not contained in the Form of Proposal contained in the Contract Documents.

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- I. Quantities: Bidders must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the proposal and shall not after submission of their proposal dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- J. Copies of Documents: Each bidder will be furnished with one copy of the specifications and related documents. A duplicate set of Proposal Forms will be furnished for the bidders. Bid Proposals will be accepted on the duplicate copy.
- K. Data Sheets: Where data sheets concerning equipment to be furnished are included in the Specification Documents as a part of the proposal, the bidder shall furnish the required information by filling in the data sheets complete in every detail. In the event that such data sheets are insufficient, or do not readily lend themselves to the correct description of the equipment, the bidder shall file with the bid additional statements setting out the necessary information. Failure to furnish such information as is required on the data sheets may cause for the bid to be rejected.
- L. Preparation of Proposal:
 - a. Each proposal shall be firmly sealed in an envelope labeled (Contract Proposal, 'Project'), and addressed (Mayor and City Council, City of Norfolk, Nebraska). All bids are to be made only on forms of proposal furnished by the Owner.
 - b. All conditions of these Standard Specifications apply, even though the proposal is not attached to same.
 - c. If the proposal calls for a lump sum bid, then the total bid prices shall be written by both words and figures, and in case of conflict, the former (written in words) will apply, or the bid may be rejected.
 - d. If unit bids are called for, the unit prices may be written in numbers and any number that is not plainly written may cause for the bid to be rejected. In the event of a discrepancy between unit bid prices and extensions, the unit bid prices shall govern, or the proposal may be rejected.
 - e. No bid will be accepted which does not contain adequate or reasonable price for each item provided for in the bidding schedule.
 - f. No alterations or interlineations will be permitted unless made before submission and initialed and dated.
 - g. The affidavit attached to the proposal for this contract shall be filled out and submitted with said proposal or the bid shall be declared void.

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M. Bid Security: No proposal will be received unless accompanied by a certified check as defined in the Advertisement for Bids, payable to the Owner as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bond within ten (10) days from the date of the award of the contract. Bid bonds will be accepted as security in lieu of certified checks only if specifically permitted in the Advertisement for Bids. On failure of the successful bidder to execute the contract and bond, he shall forfeit the deposit as agreed as liquidated damages, and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder. The bid security of the three lowest formal bidders for each contract may be held until the contract is executed and approved and then returned to the bidders. The balance of bid securities submitted will be returned within three (3) days after the opening of bids.

N. Signing of Bids:

a. Bids which are not signed by individuals making them should have attached hereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

b. Bids which are signed for a co-partnership should be signed by all the co-partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid.

c. Bids which are signed for a corporation should have the correct corporate name thereof signed in handwriting or typewritten, and the signature of the president or other authorized officer of the corporation should be manually written below the written or typewritten corporate name following the word "By"

d. If bids are signed for any other legal entity, the authority of the person signing for such legal entity should be attached to the bid.

O. Withdrawal of Bids: Any bidder may withdraw his bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of 60 days after the scheduled closing time for the receipt of bids.

P. Alternates: If the proposal forms include alternates, each bidder may bid on one or more alternates at his own discretion unless directed elsewhere in these specifications. Each bidder must submit such special data, if any, in respect to such alternates which any section of the contract documents require to be submitted with each bid.

Q. Supplemental Unit Prices: On a lump sum contract, or partial lump sum contract, the Owner reserves the right to reject any or all supplemental unit prices which it deems to be excessive or unreasonable. In cases where any part or all of the bidding is to be received on a unit price basis, the quantities stated are not intended to govern. The quantities stated, on which unit prices are so invited are approximate only, and each bidder will be required to make his own estimates of amounts, and to calculate his unit price bid accordingly. Bids will be compared on the basis of the stated number of units in the proposal form. Such estimated quantities,

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while made from the best information available, are approximate only. Payment on the contract will be based on actual number of units installed on the completed work.

III.3 CONTRACTS

- A. Award of Contract: Contracts shall be awarded to the lowest responsible and responsive bidder. In determining “lowest responsible bidder”, in addition to price, the following shall be considered by the Owner:
1. The ability, capacity, and skill of the bidder to perform the contract required;
 2. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 3. Whether the bidder can perform the contract within the time specified;
 4. The quality of performance of previous contracts;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
 6. Such other information as may be secured having a bearing on the decision to award the contract.

A “responsive bidder” shall be defined as a person or company who has submitted a bid which conforms in all material respects to the “Invitation for Bids”.

When the award is not given to the lowest bidder, a full and complete statement of the reasons for award to another bidder shall be prepared by the Owner and filed with other papers relating to the transaction.

- B. Definition of Award: The contract shall be deemed to have been awarded when formal notice of award shall have been duly served upon the intended awardee (that is, the bidder to whom the Owner contemplates awarding the contract) by some officer or agent of the Owner duly authorized to give such notice.
- C. Definition of Notice: Where in any section of the Contract Document there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the Owner) when written notice shall be delivered to the Engineer of the Owner, or shall have been placed in the United States mails addressed to the Chief Executive Officer of the Owner, at the place where the bids or proposals for the contract were opened; (as to the Contractor) when a written notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract or when such written notice shall have been placed in the United States mails addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; (as to the Surety) on the performance of bond when a written notice is the home office of such Surety, and when two (2) copies of such notice shall have been filed with the Owner.
- D. Execution of Contracts and Bonds: Each contract must be executed in three (3) original counterparts and no more and there shall be executed original counterparts of the Contractor's performance bond in equal number to the executed original counterparts of the Contract, and

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there shall be executed original counterparts of the Contractor's certificate of Proof of Insurance Carriage in equal number to the executed original counterparts of the Contract. One copy of such executed documents will be retained by the Owner, the second will be delivered to the Contractor and the third to the Engineer. The costs of executing the contract, bonds, and proof of insurance certificates, including all notarial fees and expense are to be paid by the Contractor to whom the contract is awarded.

- E. Contract Security: The Contractor shall furnish a surety bond, or bonds, (form attached) in any amount at least equal to 100 percent of contract prices as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract. Said bond shall also be complete surety for all guarantees of materials and workmanship required elsewhere in these specifications.
- F. Schedule of Unit Prices: Promptly following the execution of the contract documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two (2) copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown when approved by the Engineer will be used primarily in determining payment due the Contractor on periodical estimates. If in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.
- G. For contracts bid on a unit price basis, unit bid prices for substantially completed work will be used in determining payment due the Contractor on periodical estimates. Partially completed unit will not be paid for in periodical estimates.

III.4 SUBCONTRACTS

- A. Subcontracts: The Contractor shall notify the Owner and the Engineer in writing of the names of the subcontractors proposed on the contract, and shall not employ any subcontractor that the Owner or the Engineer objects to as incompetent or unfit.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors, and of anyone employed directly, or indirectly, by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the Owner.
- D. The Contractor agrees to bond every subcontractor (and every subcontractor of a subcontractor) by the terms of the Article III General Provisions and Article II Special Provisions of the Contract, Plans and Specifications, as far as, applicable to his work, unless specifically noted to the contrary in the subcontract approved in writing as adequate by the Owner.

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- E. Assignment of Contract: No assignment by the Contractor of any principal construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve the Contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all such persons, firms, or corporations rendering such services or supplying such materials."
- F. Other Contracts: The Owner may award other contracts for additional work, at the site of the project (or other locations), and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

III.5 INSURANCE, INDEMNIFICATION, AND HOLD HARMLESS

- A. Contractor's Insurance: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work on the specific project covered by these specifications hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid.
- B. Minimum Scope of Insurance Coverage shall be substantially equivalent to:
1. Insurance Services Office form number GL 0002) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office form number CG 0001 covering Commercial General Liability; and
 2. Insurance Services Office Business Auto form number CA 0001 covering Automobile Liability, Code 1 "any auto"; and
 3. Workers' Compensation and Employers' Liability Insurance as required by the Labor Code of the State of Nebraska.
- C. Minimum Limits of Insurance - Contractor shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit for bodily injury, personal injury and property damage.
 2. Automobile Liability: \$1,000,000 combined single limits and property damage.

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3. Workers' Compensation and Employers' Liability; Workers' Compensation and Employers' Liability Limits as required by the Labor Code of the State of Nebraska.

D. Use of Bond Requirements

Depending upon the project size and project type, the City may require one or more of the following bonds:

- Bid bond
- Performance bond
- Labor and materials bond
- Maintenance bond
- Dishonesty bond

E. Excess Umbrella Liability Insurance

The Contractor shall procure and shall maintain, during the life of this contract, an Excess Umbrella Liability policy of not less than \$1,000,000 per occurrence in excess of the basic policies required in III.C.1, III.C.2, and III.C.3. Such coverage shall be at least as broad as the primary coverage required in III.C.1, III.C.2 and III.C.3.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. If any deductibles exceed \$5,000, or any self-insured retentions exceed \$10,000, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

G. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability:

- a. The City, its officials, and employees are to be covered as additional insurers as respects to; liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, or employees.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials and employees. Any coverage program, insurance or self-insurance, maintained by the City, its officials or employees shall be excess of Contractor's insurance and shall not contribute with it.

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- c. Any failure to comply with any reporting provisions of the policies shall not affect coverage provided to the City, its officials or employees.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. If insurance provided is written under the Insurance Services Office form number CG 0001 the coverage shall be endorsed to provide for separate limits for the specific project covered by these specifications.

2. Insurer Termination Provisions:

For each insurance policy required by this contract, the contractor and/or its agent shall arrange for the following provisions pertaining to insurer termination of the policy:

- a. Mid-term cancellation by the insurer for reasons other than non-payment – not less than 30 days’ notice to the City;
- b. Mid-term cancellation by the insurer for non-payment – not less than 15 days notice to the City;
- c. Mid-term reduction of coverage to the extent that it no longer is in conformity with contract requirement not less than 30 days notice to the City;
- d. Non-renewal by the insurer – not less than 30 days notice to the City.

Evidence of these provisions shall be provided by the contractor, preferably through an endorsement stating that the City shall be notified of insurance policy termination by the insurer in conformity with the timeframes outlined above. In the event of the unavailability of an endorsement containing the aforementioned provisions, the City will accept certificate(s) of insurance stating that termination provisions of each policy shall be in conformity with the timeframes above. Endorsement and/or certificates shall stipulate that notices shall be sent by certified mail, return receipt requested.

In the event that neither an endorsement or insurance certificate contain the aforementioned provisions, and City will consider notification of termination by the contractor within two business days after it receives notification from the insurance company of actual or proposed termination of an insurance policy required by the contract. However, the contractor must:

- 1. notify the City prior to the beginning of the contract period of the unwillingness of the insurer to provide an endorsement or certificate with notification provisions to the City as outlined above; and
- 2. secure authorization from the City to use this approach.

In the event the contractor elects to terminate coverage mid-term, it shall be the contractor's responsibility to notify the City of the cancellation at least 30 days before the cancellation goes into effect.

Confirmation of any mailed notices of termination by the insurer and/or by the Contractor shall be evidenced by return receipts of registered or certified mail.

On all renewal or replacement policies it shall be the Contractor's responsibility to provide evidence of these policies at least 15 days prior to the inception date of these policies.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A-:VIII authorized to do business in the State of Nebraska.

I. Verification of Coverage

Contractor shall furnish the City with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before work commences. The certificates of insurance to be supplied are the most current standard ACORD form, or a substantially equivalent form, and the supplemental endorsement form supplied by the City of Norfolk.

J. Work Stopped Due to Lack of Insurance

All work covered by these specifications shall cease immediately when the insurance required of the Contractor is no longer in force.

K. Indemnification and Hold Harmless

The Contractor shall indemnify and hold harmless the City of Norfolk, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting and is caused in whole or in part by the Contractor; any subcontractor; or anyone directly or indirectly employed by either; or anyone for whose acts they may be liable.

L. Defense

The Contractor shall defend any suit that may be brought against the Contractor or Subcontractor, or their employees, agents, or vendors, or the Owner on account of damage inflicted by the Contractor's or Subcontractor's operations, and the Contractor's or Subcontractor's employees, agents, or vendors actions, and shall pay any judgments, interest, and expenses associated with such damage.

M. Assumption of Risk

All responsibility for maintenance of property insurance on the work (including but not limited to Builders Risk, Installation Floater, and Building Ordinance Coverage) remains

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solely with the Contractor. Such responsibility shall remain with the Contractor until such time as the work is complete and accepted in writing by the Owner. It is a condition of the Contract that the Owner and Engineer and all Contractors, Subcontractors and Sub subcontractors waive all rights of recovery against each other for damages caused by fire or other perils to the extent covered by any valid and collectible insurance, and further, that any policy not including the standard waiver of subrogation clause be so endorsed as to comply with this paragraph. In the event of Owner's occupancy of any of the project as permitted under Article titled "Right of Occupancy" or other provisions of the Contract Documents, the Contractor shall have the Builders Risk policy on the project endorsed permitting such occupancy and such endorsement shall not be unreasonably withheld.

III.6 PLANS AND SPECIFICATIONS

A. Plans and Specifications:

- a. All work shall be executed in strict conformity with the plans and specifications, and the Contractor shall do no work without prior drawings and instructions.
- b. The Engineer will furnish the Contractor, free of charge, three copies of drawings and specifications.
- c. Figured dimensions on the plans shall be taken as correct but shall be checked by the Contractor before starting construction.
- d. Any errors, omissions, or discrepancies shall be brought to the attention of the Engineer and his decision thereon shall be final.
- e. All notes on the plans shall be followed.
- f. Correction of errors, or omissions on the drawings or specifications may be made by the Engineer when such correction is necessary for the proper execution of the work.

B. Intent of Contract Documents:

- a. The sections of the contract documents and the contract plans are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the contract documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, insurance, bonds, transportation and all other expense as may be necessary for the proper execution of the work.
- b. Any work shown on the plans and not covered in the specifications, or included in the specifications and not shown on the plans, shall be executed by the Contractor as though shown both on the plans and specifications. If the plans and specifications should be contradictory in any part, the specifications shall govern.

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c. Any minor items not specifically called for in the plans and specifications, but which are necessary to complete the work ready for use in accordance with the requirements of good practice, as determined by the Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the Owner.

d. In interpreting the contract documents, words describing materials or work which have a well known technical or trade meaning, unless otherwise specifically defined in the contract documents, shall be construed in accordance with such well known meaning recognized by architects, engineers, and the trade.

- C. Interpretation of Proposed Contract Documents: If any person contemplating submitting a bid for this contract is in doubt to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.
- D. Standard Manufacturer: Whenever the terms "standard", "recognized", or "reputable" manufacturer are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the specifications for a reasonable period of time prior to the date set for opening of bids, and who can demonstrate to the satisfaction of the Owner, that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in a least three (3) instances, and that the performance of such materials, equipment, or supplies has been satisfactory. Manufacturers who have been engaged in the business of manufacturing said materials, equipment, or supplies for a period of over twelve months prior to the date fixed for opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.
- E. "Or Equal" Clause: Whenever in any section of the contract documents, plans or specifications, any article, material, or equipment is defined by the term "or equal" the specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired.
- F. Materials and Workmanship:
- a. Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose, and shall be guaranteed by the Contractor and the Surety for a period of one (1) year. The Contractor shall furnish to the Engineer for his approval, the name of the manufacturer of machinery mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information.

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b. When required by the specifications, or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection. All materials and workmanship shall be guaranteed by the Contractor and the Surety for a period of one year from date of final estimate.

c. No materials of any kind shall be installed in the project until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the site of the work and not again offered for inspection. Any materials or workmanship found at the time to be defective shall be remedied at once regardless of previous inspections.

d. At any time during the course of construction of this project when in the opinion of the Engineer provisions of the plans, specifications, or contract provisions are being violated by the Contractor or his employees, the Engineer shall have the right and authority to order all construction to cease or material to be removed until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

e. Where required for construction, the Contractor shall remove and replace as required, fences, street signs, mail boxes, culverts, and other miscellaneous items. The replacement shall be with removed materials or new materials of like character. Fences shall be restored at least equal to or better than the original condition. The Contractor shall be responsible for maintaining temporary fence when the fence is removed. Miscellaneous removals and replacements will not be measured for payment, but shall be considered subsidiary to the pipe installation.

G. Shop Drawings:

a. The Contractor as soon as possible after approval of the source and the purpose of items of materials and equipment shall submit to the Engineer all shop or setting drawings and schedule required for the work, including those pertaining to structural and reinforcing steel. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit same without delay.

b. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment, and materials so that when incorporated in the work correct operations will result.

H. As Built Records:

The Contractor shall maintain a set of Plans on the project to record all field changes and measurements recorded as installations progress.

A good quality color photo shall be provided for each fitting installation. It shall be taken close enough to show a clear picture of the fitting(s). More than one photo may be needed in some cases. Each photo shall be well identified on the back with location and type of fitting(s).

The field corrected Plans and installation photos shall be provided to the Engineer prior to approval of final payment of the Contractor.

The Contractor shall notify the Engineer prior to covering any buried items, such as valves, fittings, or other appurtenances, in order for the Engineer to verify the location and elevation of such items.

III.7 ENGINEERING SUPERVISION

A. Authority of Engineer:

- a. The Engineer in this contract is acting as an agent for the Owner to protect the interests of the Owner and to insure that the Contractor's work is done in full compliance with the terms of the contract. He has the authority to stop the work whenever necessary to insure the proper execution of the contract.
- b. The Engineer shall decide all questions which may arise as to the fulfillment of the contract on the part of the Contractor and his decision thereon shall be final and conclusive subject to the approval of the Mayor and City Council.
- c. No resident engineer or inspector or representative appointed by the Owner shall have any power to waive any of the conditions or obligations of this contract without the express consent and approval of the Owner.

B. Testing of Materials:

- a. All laboratory tests shall be made by an approved testing laboratory, except the Engineer may make any tests in his own laboratory. If the Contractor is unwilling to accept the results of tests performed in the Engineer's laboratory, he shall pay all of the costs of having the testing or retesting done in a Testing Laboratory approved by the Engineer.
- b. The specific test requirements are set forth in the section of these specifications which describe the materials to be tested or in the Special Provisions. The Contractor shall furnish the materials to be tested and shall pay transportation charges on any samples required to be submitted to the laboratory and the cost of the cylinder molds.

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c. The Engineer will furnish the Contractor a copy of the testing reports as they become available.

d. When additional testing is required to determine whether or not the work meets the specifications at specific locations, the Contractor shall pay all the costs of tests that indicate noncompliance with the specifications.

e. Where manufacturer's certified test reports are required, these reports must be submitted before the material is approved for use.

f. Testing of the sewer and water pipe and force mains for performance will not be measured for payment, but shall be considered as subsidiary to the installation of the pipe for which payment is made, unless directed otherwise in the Special Provisions.

C. Staking Work: The Engineer will set control stakes for general layout and all necessary grade stakes for construction work. The protection and care of such stakes shall be the responsibility of the Contractor. The Contractor may, at the discretion of the Engineer, be required to pay the cost of replacing stakes which are lost or destroyed. The detail layout of structures and staking of individual items shall be done by the Contractor subject to check by the Engineer as a compliance with the contract plans and specifications. In any case, the Contractor shall be responsible for the correctness and accuracy of the detail layout of finished structures.

D. Inspection:

a. The Engineer and his authorized representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

b. The Engineer shall have the right to reject materials and workmanship which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the Owner may remove them and charge the expense to the Contractor.

c. Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the final work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any materials respect due to fault of the Contractor or his subcontractor he shall defray reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent, will be allowed the Contractor.

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d. All materials to be incorporated in the work all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Engineer.

e. If the Engineer shall point out to the Contractor, his foreman or agent, any neglect or disregard of the contract provisions such neglect or disregard shall be remedied and further defective work be at once discontinued.

f. The Contractor shall execute the work only in the presence of the Engineer or authorized inspectors, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or inspector shall in no way relieve the Contractor of the responsibility of this contract, or be any warrant for the furnishing of bad material or poor workmanship.

g. The inspection of the work by the Engineer is intended to aid the Contractor in applying labor, materials and workmanship in compliance with the contract provisions. Such inspection however shall not operate to release the Contractor from any of his contract obligations.

III.8 CONTRACTOR'S WORKING CONDITIONS

A. Superintendence and Labor:

a. The Contractor shall give his personal superintendence to the work or have at the site of the work at all times a competent foreman, superintendent, or other representative satisfactory to the Owner and the Engineer and having authority to act for the Contractor.

b. The Contractor shall employ none but competent and skilled workmen and foreman in the conduct of work on this contract. The Engineer shall have the authority to order the removal from the work of any Contractor's employee who refuses or neglects to observe any of the provisions of these plans or specifications, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project without the permission of the Engineer.

B. Use of Job Site and Private Land:

a. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits or directions of the Owner and shall not encumber the premises with his materials.

b. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Owner or Owner's authorized representative instructions regarding signs, advertisements, fires and smoke.

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c. The Contractor shall not use any vacant lot or private land as a plant site, depository for materials, or as a spoil site without the written authorization of the owner (or his agent of the land).

C. Protection of Work:

a. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's and adjacent property from injury arising in connection with his contract.

b. The Contractor will be responsible for any and all damages to property, public or private, that may be caused by his operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against himself or the Owner on account of damage inflicted by his operations, and shall pay any judgments awarded to cover such damage.

D. Accident Prevention:

a. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall be solely responsible for conducting his work in compliance with the "Occupational Safety and Health Act of 1970", and the requirements of the Nebraska State Department of Labor and Safety. The Contractor shall put up and maintain such barriers as will effectively prevent accidents. During the night hours, he shall put up and maintain sufficient lights to warn and safeguard the public against accidents. The Contractor in executing the work on this project shall not unnecessarily impede or interfere with traffic on public highways or streets. Any questions as to what constitutes unnecessary interference with traffic or a hazard to traffic shall be settled by the Engineer. The Contractor shall be solely responsible for the design, construction, inspection and maintenance of all of the shoring, bracing, dewatering, and warning signs and barricades.

b. The Contractor shall confer with and keep Police and Fire Division of the Owner fully informed as to streets or alleys which are to be closed to traffic for construction purposes.

c. The Contractor shall supply the Engineer with names of at least two individuals, complete with phone number, that can be contacted on a 24 hour a day basis to add, repair, and/or replace damaged, broken, stolen, or insufficient barricades.

E. Sanitary Conveniences: The Contractor shall provide and maintain on the construction work at all times, suitable sanitary facilities for use of those employed on this contract without committing any public nuisances. Pit type toilets shall be of proper design and fly tight. All toilet facilities shall be subject to the approval of the State Health Department.

F. Cost of Services:

a. The Contractor will be required to pay for city water at \$1.00 per thousand gallons. Large quantities of water shall be drawn only at times and locations specifically authorized by the Director of the City's Water Division.

b. The cost of all power, lighting, and heating required during construction shall be paid by the Contractor and its cost merged in the contract price.

G. Work in Bad Weather: No construction work shall be done during stormy, freezing or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to permission of the Engineer.

H. Cleaning up and Final Inspection:

a. The Contractor shall at all times keep the site of the work free from accumulations of waste materials or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish from and about the work, and all his tools, equipment, scaffolding, and surplus materials and shall leave his work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the Contractor.

b. All sewers, conduits, pipes and appurtenances, and all tanks, pump wells, chamber buildings, and other structures shall be kept clean during construction, and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. He shall furnish at his own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar and foreign substances. Any undue leakage of water into the structure such as to make the work, in the opinion of the Engineer, fall short of first class work, shall be promptly corrected by the Contractor at his own expense. Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing if such is needed, will be given by the Engineer, who at the same time will make his final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

I. Cutting and Patching:

a. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the plans and specifications for the completed project.

b. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

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- c. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other Contractor without the consent of the Engineer.
- J. Final Tests: After completion of the work the Contractor shall make any and all tests required by municipal or state regulations, and where so provided in said regulations shall furnish the Owner with certificates of inspection by the municipal or state regulation bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the Owner or the public.
- K. Correction of Work after Final Payment: Neither the final payment, nor any provision in the contract documents, shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law.
- L. Termination for Breach: In the event that any of the provisions of this contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangements for corrections be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. The Owner shall not serve such written notice without first having secured from the Engineer a written opinion that a violation of contract has been committed. In the event of any such termination, the Owner shall immediately serve notice thereof upon Surety and the Contractor, and the Surety, shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to assure Surety of notice of termination, the Owner may take over the work and prosecute the same to completion for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost thereby occasioned the Owner.
- M. Final Acceptance of the Work:
- a. The Contract shall be deemed as having been finally accepted by the Owner and its governing body by certification of completion issued by the City Engineer and formal action by the Mayor and Council accepting the City Engineer's certification.
 - b. Use of part of the improvement by the Owner before completion of the entire project is not to be construed by the Contractor as an acceptance by the Owner of that part so used.
- N. Commencement and Completion of Work: The Contractor shall commence work within ten (10) calendar days of the date of the execution of the contract (unless otherwise stated in the Proposal Form) and complete the contract by the completion date set forth in the Proposal.
- O. Liquidated Damages: In the event that the Contract has not been completed within the specified time (including any approved time extensions) the costs of engineering services beyond said time shall be paid by the Contractor, as liquidated damages. No other liquidated damages will be charged for non-completion within the specified time unless specifically stated in the Special Provisions or on the Bid Proposal.

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III.9 MEASUREMENT AND PAYMENT

A. Measurement of Work:

- a. If the proposal for the work under this contract is on a unit price basis, the actual number of units of each item of work to be constructed may be more or less than the corresponding number given in the proposal sheet or plan, but no variation will be made in the contract unit prices on that account.
- b. Water mains and services will be measured along the center line of the pipe through fittings and valves. This lineal feet measured will be paid for at the bid price per lineal foot for water main complete in place.
- c. Sewer mains and services will be measured along the center line of the pipe through all fittings and manholes. The lineal feet measured will be paid for at the bid price per lineal feet of sewer line complete in place.
- d. Concrete pavement will be measured along the center line of the street. The width used in calculating the final quantities shall be the standard width for that street. Measurement shall not exclude surface openings for manholes, catch basins or valve boxes.
- e. Concrete Curb will be measured on the face of the curb from end to end. Openings in the curb for drives shall be included in the measurement.
- f. Concrete curb and gutter will be measured on the face of the curb as for concrete curb.
- g. Extra grading shall be calculated using the original cross-sections or profile and the final paving grade. This item includes only the excavation required above the new final street cross-section. All other grading is subsidiary to the pavement bid price.
- h. Manholes measurement shall be by unit each, or by the unit vertical foot as measured from the invert of the sewer to the bottom of the cast iron ring, depending upon the units used on the bid proposal sheet. This payment shall constitute full compensation for all labor and material to completely install the manhole, except ring and cover.
- i. Cast Iron Ring and Cover measurements shall be by unit each and payment shall be the unit bid price for the cover installed.
- j. Wye, Branches, Tees and Plugs measurement shall be by unit each, and payment at the unit bid price.
- k. Measurement and payment for cleanouts shall be by unit each and payment shall be at the unit bid price. Such payments shall constitute the material and labor required to completely install the cleanout as shown on the plans and drawings this includes the cost for the pipe to the surface and the ring and cover.

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l. No separate payment shall be made for manhole stub outs, except that the pipe required to make these "stub outs" shall be paid for as sewer main.

m. Other Units complete in place and ready for use will be counted and paid for as designated in the Proposal or Special Provisions.

n. Extra Work shall be measured in the units commonly used for the type of work, or as indicated by the method of payment. Payments for extra work shall be determined as described in these General Conditions.

B. Payments:

a. No later than two weeks preceding the council meeting for payment, and at the completion of the work under contract the Contractor and/or the Engineer shall prepare and submit a detailed estimate of the work performed during the period, such estimate to be used after approval as a basis for periodical and final payments.

b. The Owner will make partial payment to the Contractor on the basis of a duly certified and approved estimate of the work performed by the Contractor during the preceding calendar month. The Owner at its discretion may include in such monthly estimates, payment for materials that will eventually be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Payment for materials on hand, but not in place, shall be based on the Contractor's cost of such materials stored at the job site, as evidenced by material bills and freight bills. No additional allowances will be made for handling or drayage by the Contractor's forces, nor for overhead, insurance profit or other incidental costs. The Contractor shall, if required by the Engineer, present certified copies of receipted bills, and freight bills for such materials. Such material when so paid for by the Owner will become the property of the Owner, and in case of default on the part of the Contractor, the Owner may use or cause to be used by others these materials in construction of the project.

c. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages.

1. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

2. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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d. A certified statement in triplicate of the estimate will then be submitted by the Engineer to the Owner for approval. When approved, one copy will be returned to the Contractor and two copies will be retained by the Owner.

e. Final payment of the percentages retained by the Owner on the monthly periodical estimates, and on the final estimates, will be paid to the Contractor not more than thirty (30) days after final acceptance by the Owner of the work on this contract, except as stated in the following article. Payments may be made by registered warrants bearing interest.

C. Owner's Right to Withhold Certain Amounts and Make Applications Thereof: The Owner may withhold, in addition to retained percentages, from payment to the Contractor, such an amount or amounts as may be necessary to cover:

a. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.

b. For defective work not remedied.

c. For failure of the Contractor to make proper payments to his subcontractors.

d. Reasonable doubt that the contract can be completed for the balance then unpaid.

e. Evidence of damage to another contractor.

f. Excess cost of field engineering and inspection.

D. The Owner shall disburse and have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render to the Contractor for a proper accounting of all such funds disbursed in behalf of the Contractor.

E. The Owner also reserves the right even after full completion and acceptance of the work to refuse payment of the final percentage due the Contractor, until it is satisfied that all subcontractors, material supplies, and employees of the Contractor have been paid in full.

F. Deduction for Uncorrected Work: If the Owner deems it expedient to accept work injured or not done in accordance with the contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

G. Change Order and Extras: The Owner, upon proper action by its governing body, may without invalidating the Contract, authorize the Engineer to direct that changes be made in the work to be performed or the materials to be furnished pursuant to the provisions of this contract. All such work shall be executed under the conditions of the original contract.

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- H. Adjustments, if any, in the amounts to be paid to the Contractor by reasoning of any such change shall be determined by one or more of the following methods:
- a. By unit prices contained in the Contractor's original bid and incorporated in this construction contract, or subsequently agreed upon.
 - b. By an acceptable lump sum proposal from the Contractor.
 - c. On a cost plus limited basis not to exceed a specified limit (defined as the cost of labor, materials, and insurance plus a specified percentage of the cost of such labor, materials and insurance; provided the specified percentage does not exceed fifteen percent (15%) of the aggregate cost of the labor, materials, and insurance and shall in no event exceed a specified limit).
 - d. No claim for an addition to the contract sum shall be valid unless authorized as aforesaid.
 - e. In cases where a lump sum proposal is submitted by the Contractor in excess of \$500.00 (Five Hundred Dollars) and the Engineer considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated, the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award for such work to another Contractor unless the Contractor on this contract agrees to do the added or changed work for the price named by the other Contractor.
 - f. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered in writing by the Owner, or the Engineer, and unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged extra work was performed.
 - g. Inspectors and resident engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work either in writing or verbally.
- I. Nebraska Sales Tax: The bid price and the total contract bid amount shall include all applicable Nebraska Sales Tax. The City is required to pay the Nebraska Sales Tax on Water contracts, therefore, the bidder shall include the amount of the tax in his bid.
- J. Utilities:
- a. The Owner shall furnish all legal plats describing the construction area, if required, and the Contractor shall immediately upon entering the project site for the purpose of beginning work, locate reference points and survey monuments and take such actions as are necessary to prevent their destruction. The Contractor shall verify existing conditions shown on the drawings before constructing any work, and shall correct without additional

change to the Owner any defects in the work resulting from his failure to perform this verification.

b. The Contractor shall determine the actual location of all existing utilities prior to starting any work that may cause damage to such utilities.

c. The Contractor shall indemnify and hold harmless the Owner and the Engineer, and their agents and employees, from and against all claims, damages, losses and expenses including attorney's fees arising as a result of damage to existing utilities caused in whole or in part by the Contractor or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

d. Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information furnished with respect to underground utilities is not guaranteed, and the Contractor must independently verify any such information.

e. The Contractor shall notify all utility companies who have installations in the area where the work is to be performed and solicit their aid in locating utilities including, but not limited to, water, cable TV, gas or other fuel, electrical and telephone installations. All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at his own expense.

f. The Contractor shall inform the Engineer if utility installations are encountered that must be relocated prior to completing the work. If the Engineer determines that such utilities must be moved, the Owner shall bear the cost of moving such utilities.

g. If in the course of construction survey monuments are destroyed, the Contractor shall be held responsible for replacement. If replacement is necessary, the Contractor shall, prior to final payment, obtain the services of a licensed surveyor who shall re-establish all such monuments with reference at no cost to the Owner.

h. The Contractor shall indemnify and hold harmless the Owner and Engineer from liability of any kind arising from any use, trespass, or damage occasioned, in whole or in part, by his operation on premises of a third person.

K. Electrical Lines or Other Utilities: It shall be the Contractor's sole and exclusive responsibility:

a. to provide personnel capable of working adjacent to energized electrical lines or other utilities;

b. to provide adequate, safe and properly maintained equipment;

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c. to conduct all of his work in accordance with the safety rules and regulations prescribed by the National Electrical Code, National Electric Safety Code, H30, and Safety Rules for Installation and Maintenance of Electrical Supply and Communication Lines Handbook 81, Occupational Safety and Health Act of 1970, as well as other safety codes in effect at the site of construction and as specified elsewhere herein, or as are generally applicable to the type of work being performed; and

d. to continuously supervise and inspect the work being performed to assure that the requirements of (a), (b), and (c) above are complied with and nothing in these Contract Documents shall be held to mean that any such responsibility is the obligation of the Owner or the Engineer.

- L. Soil Borings and Subsurface Data: The Contractor may examine the logs of boring, cores and other subsurface data, if available, by making a request to the Owner and to the Engineer. Such data, if available, is offered solely for the purpose of placing at the Contractor's disposal, available information. Such information is not to be construed as part of the Contract Documents. The Contractor must interpret such information according to his own judgment and must not rely upon such information as an accurate description of the subsurface conditions that may arise. The Contractor assumes all risks connected with the subsurface conditions actually encountered by him in performing more or less work than he originally estimated. Any soil investigations made or to be made by a Testing Laboratory will be considered to have been made by the Owner as the Testing Laboratory's client. Any partial or complete reproduction of soil borings or other soil data issued with these Contract Documents for informational purposes shall not be considered as part of the Contract Documents for the construction of the project.
- M. Coordination with Other Contractors: The Contractor shall coordinate his work with that of any other Contractor working in the same area. Should damages occur as a result of the Contractor not so coordinating his work with others, the Contractor will hold the City of Norfolk harmless from any expense due to these damages.
- N. Fire Protection: Adequate provisions shall be made throughout the construction of this project to insure that fire fighting equipment can reach each property within the general area.
- O. Trees and Shrubs: Trees and shrubs shall not be removed unless provided for in the Special Provisions. Removal of trees and shrubs shall be subsidiary to pavement or pipe installations unless payment is provided for as a bid item on the proposal.

III.10 WORK ELIGIBILITY STATUS VERIFICATION

- A. E-Verify Program: The Contractor 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

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by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- B. United States Citizenship Attestation Form: In addition contractor's organized as individuals or sole proprietorship's must complete the United States Citizenship Attestation Form, available either on the Department of Administrative Services website at www.das.state.ne.us or from the City of Norfolk. If he/she indicates on such attestation form that he/she is a qualified alien, he/she agrees to provide the US Citizenship and Immigration Services documentation required to verify his/her lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. He/She understands and agrees that lawful presence in the United States is required and he/she may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

III.11 TITLE VI NON-DISCRIMINATION PROGRAM

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations**: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the

Revised 06/2014

(Recipient), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (Recipient) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or (b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (Recipient) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (Recipient) to enter into such litigation to protect the interests of the (Recipient), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wednesday, June 24, 2020
6:38 PM

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.kv.nebraska.gov

**Special Designated License
Local Recommendation (Form 200)**

*Applications must be entered on the portal after local approval - no exceptions
Late applications are non-refundable and will be rejected*

Jim's Fine Wine & More

Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

2001 Market Lane Norfolk 68701

Retail Liquor License Address or Non-Profit Business Address

CK-078415

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 11/5/23

Event Start Time(s): 12:00 P.M.

Event End Time(s): 6:00 P.M.

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: Magnolia

Event Street Address/City: 432 W. Norfolk Ave. Norfolk 68701

Indoor area to be licensed in length & width: 80x30

Outdoor area to be licensed in length & width: ___ X ___ (Diagram Form #109 must be attached)

Type of Event: Wine & Cordial Tasting Estimate # of attendees: 95

Type of alcohol to be served: Beer ___ Wine X Distilled Spirits X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Jim Rutten Event Contact Phone Number: 402-371-7190

Event Contact Email: jim@jimsfinewine.com

*Signature Authorized Representative: Jim Rutten Printed Name Jim Rutten

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License

*Retail licensee - Must be signed by a member listed on permanent license
*Non-Profit Organization - Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ OR County of _____ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date



right at home.

309 N 5th Street
Norfolk, NE 68701
P402-844-2010 F402-844-2001
www.norfolkne.gov

Josh Moenning
Mayor

jmoenning@norfolkne.gov

October 16, 2023

The Honorable Michael Regan
Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Mail Code 1101A
Washington, DC 20460

Dear Mr. Regan,

The City of Norfolk writes in support of the Nebraska Solar for All (SfA) grant application being submitted by the Nebraska Department of Environment and Energy (NDEE) in collaboration with state's public utilities. The citizens of Norfolk have had a long history working with Nebraska Public Power District (NPPD) to promote and enable reliable, low cost electricity, customer-owned renewables, energy efficiency, electric transportation and other sustainable initiatives.

The City of Norfolk is interested in working with the NPPD and other key stakeholders to identify and fulfill a role that would advance the goal of the SfA grant program while also meeting the other needs of the community. We support efforts that will efficiently fund solar projects to directly benefit low- to moderate-income customers while avoiding or minimizing cost shifting to non-program participants.

In closing, we believe the SfA will contribute to lowering greenhouse gas emissions as well as the bills of residential participants from low-income and disadvantaged communities. We look forward to collaborating with NPPD and other stakeholders to achieve the program's goals and objectives.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Moenning".

Mayor Josh Moenning
City of Norfolk



Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

srames@norfolkne.gov

October 17, 2023

CERTIFIED RETURN RECEIPT REQUESTED

Levi Melcher
5405 Sherwood Rd
Norfolk, NE 68701-1325

RE: Sidewalk located at 125 Jefferson Avenue, Norfolk, NE

Dear Current Owner,

Our office recently received notification that the sidewalk along your property at 125 Jefferson Avenue does not meet current minimum design standards for local pedestrians. For reference attached are pictures showing the sidewalk out of compliance.


Therefore, this letter is to inform you of the situation and give you until January 16, 2024 to repair the sidewalk. If the sidewalk cannot be repaired within 90 days, a contract signed by a contractor indicating a completion date for the repair shall be provided to the City Engineering Office. We encourage owners to repair the sidewalk as soon as possible in order to provide safe walking conditions for the public. The sidewalk must comply with ADA standards and city code. The sidewalk shall have a maximum cross slope of less than 2% and a running slope that either matches the slope of the curb line or must be 5% or less.

I have attached a copy of Section 22-23 of the Norfolk City Code which addresses the owner's responsibility to repair sidewalks that have been damaged or are out of compliance.

My final attachment lists local sidewalk contractors that the City of Norfolk has worked with in the past to complete repairs of this nature. This list is purely for your convenience and does not limit you in choosing a contractor or individual to complete this repair. As the owner, you may complete the work yourself if you so choose. We would recommend contacting our office before pouring any concrete to ensure compliance.

Please call my office at 402-844-2020 or by email at srames@norfolkne.gov if you have any questions or require additional information.

Respectfully,



Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

Enclosure





Sec. 22-23. Duty of owner to repair; construction or repair by order of city; right of city to do work.

(a) The owner of each lot, tract or parcel of land adjacent to which a sidewalk is constructed, or which may hereafter be required to be constructed, is hereby required to keep such sidewalk in good repair and safe condition. All sidewalks shall be free of cracks, grass or other trip hazards.

(b) In addition to the provisions set forth in (a) above, an owner of a lot, tract or parcel of land, upon written notice from the department of public works with the approval of the city council, shall construct or repair a sidewalk or sidewalks adjacent to such lot, tract or parcel, or repair the sidewalk or sidewalks adjacent to such lot, tract or parcel of land. All such sidewalks shall be constructed or repaired within ninety (90) days after the service of said written notice upon the owner or, in the alternative, the owner of the lot shall, within ninety (90) days after the service of said written notice upon the owner, provide to the city's department of public works proof of a written contract between the property owner and a third party for the construction or repair of the sidewalk; provided that if the owner does not reside within the city, the notice shall be served upon the owner's agent or upon the occupant or tenant of said lot, tract or parcel of land.

(c) If the owner, agent, occupant or tenant of such lot, tract or parcel of land shall fail to construct or repair such sidewalks within the ninety (90) day period after notice shall have been served upon him, her or it, and if the owner, agent, occupant or tenant of such lot shall fail to, within ninety (90) days after the service of said written notice, provide to the city's department of public works proof of a written contract with a third party for the construction or repair of the sidewalk, it shall be the duty of the department of public works to have the sidewalk or sidewalks constructed or repaired and all expenses incurred in the construction or repair of said sidewalk or sidewalks shall be specifically assessed against the lot, tract or parcel of land adjacent thereto and collected in the manner provided by law for special assessments. The city shall charge a price per square foot or lineal foot as set forth in [Section 2-5](#) of this Code which shall be charged for the construction or repair of sidewalks; or, the city may have the department of public works keep accurate records of the costs of construction or repair and submit said cost records to the city council for the purpose of specially assessing said costs against such lot, tract or parcel or land as provided herein.

Source: Code 1962, §§ 9-1-7, 9-1-8, 9-1-11; Ord. No. 3680, § 1, 10-2-89; Ord. No. 4892, § 2, 7-3-06; Ord. No. 5135, § 13, 9-7-10; Ord. No. 5794, § 1, 7-18-22; **State law reference**--Sidewalk assessments, R.R.S. 1943, 16-661 et seq.

Sidewalk Construction Contractors

Updated August, 2023

Bolz Construction
Jason
607 Logan
Osmond, NE 68765
Phone 402-640-4797
Email: ajbolz@hotmail.com

BVJ Construction
Vidal A. Aguirre
4302 Pierce Drive
Norfolk, NE 68701
Phone: 402-640-1199

Ken Funk Construction
PO Box 1287
Norfolk, NE 68700-1287
402-565-4507 Home/Office
402-841-8285 Mobile
402-565-4502 Fax

Gavino Construction, LLC
2769 1st Avenue
Columbus, NE 68601
402-309-6293 or
402-910-0605
Gabinoamaro34@gmail.com
Gavinoconstruction021421@gmail.com

I & P Construction
Ignacio Machuca
2600 Crestview Road
Norfolk, NE 68701
Phone: 402-750-1043
iandpconstruction@outlook.com

Jimenez Construction
211 Shetland Path
Norfolk, NE 68701
402-992-1193
402-371-0992
jimenezconstruction@live.com

M & B Quality Concrete
Attn: Brent
4405 W Eisenhower Avenue
Norfolk, NE 68701
402-841-4007
brent@mbconcrete.net

Ned Porn
402-841-7475

Santana's Construction, LLC
Abel Aguilar
Norfolk, NE
402-649-6850
Santanasconstructionllc22@gmail.com

TDK Construction
Travis Kubes
1310 Sheridan Drive
Norfolk, NE 68701
402-992-9520
Fax 402-379-3604
traviskubes@yahoo.com

TNT Concrete and More LLC
Kalin & Kyle Thompson
402-640-5858 or 402-860-6952

Concrete Grinding

Updated June, 2018

Big Timber Sawmill
Hwy 35
Lanny Lawson
402-841-0695

Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

srames@norfolkne.gov

October 17, 2023

CERTIFIED RETURN RECEIPT REQUESTED

Levi Melcher
5405 Sherwood Rd
Norfolk, NE 68701-1325

RE: Sidewalk located at 223 Jefferson Avenue, Norfolk, NE

Dear Current Owner,

Our office recently received notification that the sidewalk along your property at 223 Jefferson Avenue does not meet current minimum design standards for local pedestrians. For reference attached are pictures showing the sidewalk out of compliance.

Therefore, this letter is to inform you of the situation and give you until January 16, 2024 to repair the sidewalk. If the sidewalk cannot be repaired within 90 days, a contract signed by a contractor indicating a completion date for the repair shall be provided to the City Engineering Office. We encourage owners to repair the sidewalk as soon as possible in order to provide safe walking conditions for the public. The sidewalk must comply with ADA standards and city code. The sidewalk shall have a maximum cross slope of less than 2% and a running slope that either matches the slope of the curb line or must be 5% or less.

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Please call my office at 402-844-2020 or by email at srames@norfolkne.gov if you have any questions or require additional information.

Respectfully,



Steven D. Rames, P.E., L.S.
Public Works Director/City Engineer

Enclosure





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(c) If the owner, agent, occupant or tenant of such lot, tract or parcel of land shall fail to construct or repair such sidewalks within the ninety (90) day period after notice shall have been served upon him, her or it, and if the owner, agent, occupant or tenant of such lot shall fail to, within ninety (90) days after the service of said written notice, provide to the city's department of public works proof of a written contract with a third party for the construction or repair of the sidewalk, it shall be the duty of the department of public works to have the sidewalk or sidewalks constructed or repaired and all expenses incurred in the construction or repair of said sidewalk or sidewalks shall be specifically assessed against the lot, tract or parcel of land adjacent thereto and collected in the manner provided by law for special assessments. The city shall charge a price per square foot or lineal foot as set forth in [Section 2-5](#) of this Code which shall be charged for the construction or repair of sidewalks; or, the city may have the department of public works keep accurate records of the costs of construction or repair and submit said cost records to the city council for the purpose of specially assessing said costs against such lot, tract or parcel or land as provided herein.

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Updated August, 2023

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Osmond, NE 68765
Phone 402-640-4797
Email: ajbolz@hotmail.com

BVJ Construction
Vidal A. Aguirre
4302 Pierce Drive
Norfolk, NE 68701
Phone: 402-640-1199

Ken Funk Construction
PO Box 1287
Norfolk, NE 68700-1287
402-565-4507 Home/Office
402-841-8285 Mobile
402-565-4502 Fax

Gavino Construction, LLC
2769 1st Avenue
Columbus, NE 68601
402-309-6293 or
402-910-0605
Gabinoamaro34@gmail.com
Gavinoconstruction021421@gmail.com

I & P Construction
Ignacio Machuca
2600 Crestview Road
Norfolk, NE 68701
Phone: 402-750-1043
iandpconstruction@outlook.com

Jimenez Construction
211 Shetland Path
Norfolk, NE 68701
402-992-1193
402-371-0992
jimenezconstruction@live.com

M & B Quality Concrete
Attn: Brent
4405 W Eisenhower Avenue
Norfolk, NE 68701
402-841-4007
brent@mbconcrete.net

Ned Porn
402-841-7475

Santana's Construction, LLC
Abel Aguilar
Norfolk, NE
402-649-6850
Santanasconstructionllc22@gmail.com

TDK Construction
Travis Kubes
1310 Sheridan Drive
Norfolk, NE 68701
402-992-9520
Fax 402-379-3604
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TNT Concrete and More LLC
Kalin & Kyle Thompson
402-640-5858 or 402-860-6952

Concrete Grinding

Updated June, 2018

Big Timber Sawmill
Hwy 35
Lanny Lawson
402-841-0695

**PROCLAMATION
FIRE PREVENTION WEEK**

WHEREAS, the City of Norfolk is committed to ensuring the safety and security of all those living in and visiting Norfolk; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,840 civilian deaths in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fire injuries in the United States; and

WHEREAS, children under the age of five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Norfolk residents should turn pot handles towards the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a time to remind them that they are cooking; and

WHEREAS, Norfolk Firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2023 Fire Prevention Week theme, “Cooking safety starts with YOU. Pay attention to fire prevention” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska do hereby proclaim October 8-14 2023, as:

“FIRE PREVENTION WEEK”

in the City of Norfolk, and urge all citizens to plan and practice a home fire escape for Fire Prevention Week 2023 and to support the many public safety activities and efforts of Norfolk’s fire and emergency services.

Mayor

October 16, 2023

SEAL



**“EXTRA MILE DAY”
PROCLAMATION**

WHEREAS, the City of Norfolk, Nebraska is a community that acknowledges that a special vibrancy exists within the entire community when individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, the City of Norfolk, Nebraska is a community that encourages citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, the City of Norfolk, Nebraska is a community that chooses to shine a light on and celebrate individuals and organizations within the community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Norfolk, Nebraska acknowledges the mission of the Extra Mile America Foundation to create 550 Extra Mile cities and states in America and is proud to support “Extra Mile Day” on November 1, 2023.

NOW THEREFORE, BE IT RESOLVED that I, Josh Moenning, Mayor of the City of Norfolk, Nebraska, do hereby proclaim November 1, 2023 as:

“EXTRA MILE DAY”

in the City of Norfolk, Nebraska, and urge each individual in our community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Mayor

October 16, 2023

SEAL

ZONING CHANGE APPLICATION

For Office Use Only	Date Rec'd _____
	Fee \$ _____
	Rec'd by _____

Applicant: CORNHUSKER AUTO CENTER INC. 700 E NORFOLK AVE
 Name Address
402-750-8484 Sales@cornhuskerauto.com
 Phone Email

*If applicant is an LLC, a copy of the operating agreement must be submitted with the application.

Contact: AL RAJAE 700 E NORFOLK AVE
 (other than Name Address
 applicant) 402-750-8484 Sales@cornhuskerauto.com
 Phone Email

Current Zoning: C1 **Proposed Zoning:** C3

*If applying for M-U (Mixed Use) District, a copy of the plan must be submitted with the application.

Location of Property: 2125 Krenzien DR NORFOLK NE 68701

Legal Description: LOT 3 BLOCK 1, REPLAT OF SHOPK'S ACRES, BEING
 A PART OF THE CITY OF NORFOLK MADISON COUNTY, NE

Property Area, Square feet and/or Acres: _____

Use of Adjoining Properties:

North: Commercial East: Commercial South: Commercial West: Commercial

AL RAJAE
 Signature of Owner
AL RAJAE
 Printed Name of Owner

OR

 Authorized Agent

 Printed Name of Authorized Agent

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701

**ZONING CHANGE
JUSTIFICATION FORM**

1. What type of development does the Norfolk Comprehensive Plan recommend for this area?

Commercial

2. Does the zone change request conform to the Comprehensive Plan?

Yes

3. Is the proposed property in the Floodplain hazard area as delineated under the Federal Flood Insurance program?

NO

4. What is the justification for the zone change as it relates to the overall Land Use?

NEED THE ZONE CHANGE TO OPERATE A CAR DEALERSHIP

5. How would this zoning district conform with adjacent properties' zoning?

IT WILL BE IN THE SAME ZONING CLASS

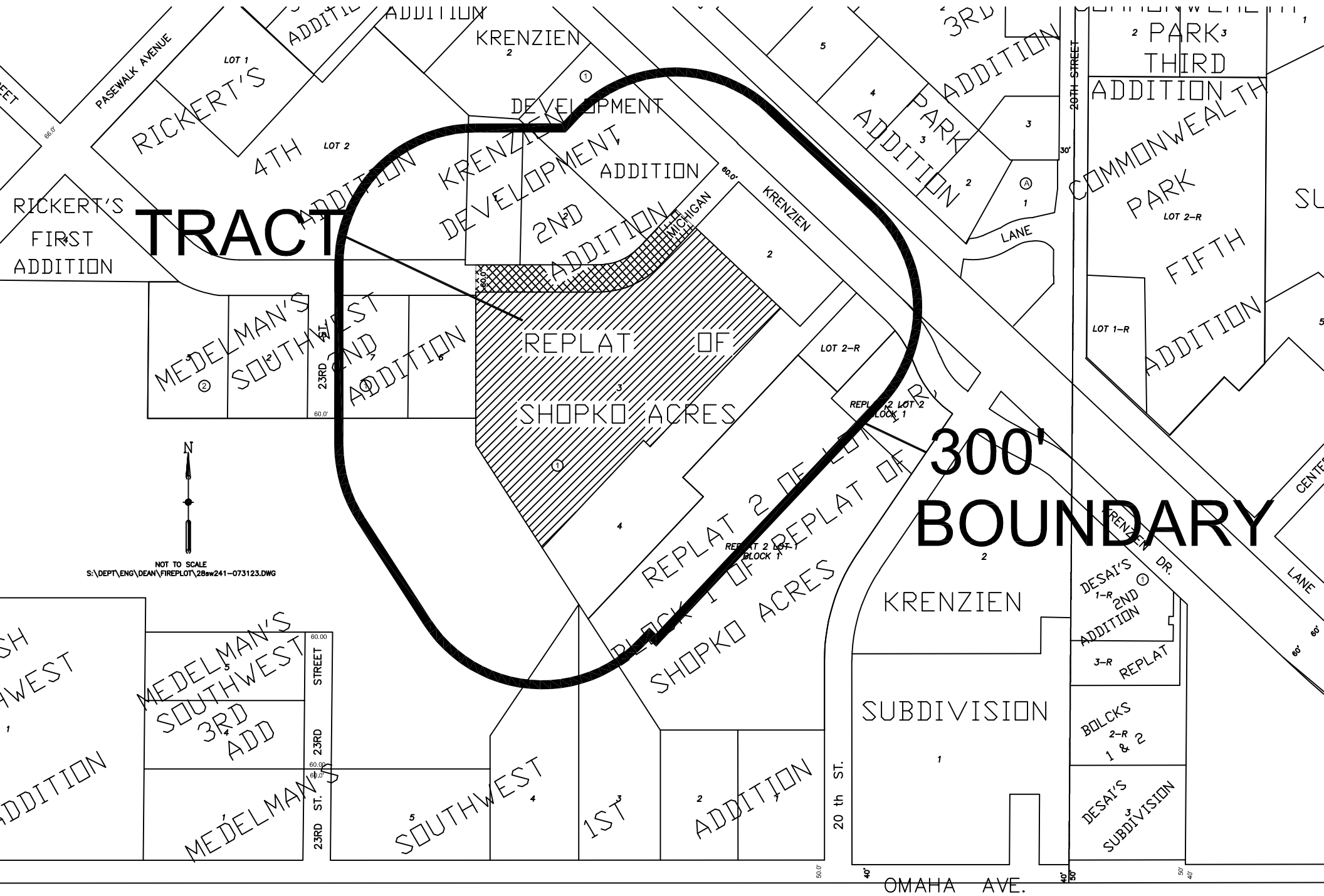
6. What is the general character of the area?

Commercial - Retail

7. Is adequate sewer and water available? How do you propose to provide adequate public utilities?

Yes

Return Completed forms to: Norfolk Planning Department; 309 N 5th Street; Norfolk, NE 68701



October 3, 2023

Honorable Mayor
and
City Council

Dear Mayor and Council:

The Norfolk Planning Commission held a public hearing on October 3, 2023 at the request of Cornhusker Auto Center, Inc., to consider a zoning change from C-1 (Local Business District) to C-3 (Service Commercial District) on property addressed as 2125 Krenzien Drive.

The Planning Commission recommends approval of the request with a 6-0 vote.

Sincerely,



Dan Spray, Chair
Norfolk Planning Commission

ORDINANCE NO. 5852

AN ORDINANCE OF THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA;
AMENDING THE ZONING DISTRICT MAP OF THE CITY OF NORFOLK, NEBRASKA;
PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND
PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That the C-1 (Local Business District) zoning on the following described real estate:

Lot 3, Blk 1, Shopko Acres Replat, Norfolk, Madison County, Nebraska

is hereby changed to C-3 (Service Commercial District)

Section 2. That this ordinance shall be in full force and effect from and after its passage,
approval, and publication in pamphlet form according to law.

PASSED AND APPROVED this _____ day of _____, 2023.

Josh Moenning, Mayor

ATTEST:

Brianna Duerst, City Clerk

(SEAL)

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

ORDINANCE NO. 5851

AN ORDINANCE OF THE CITY OF NORFOLK, NEBRASKA TO AMEND SECTION 24-164 OF THE OFFICIAL CITY CODE TO RESTRICT PARKING ON THE NORTH SIDE OF MADISON AVENUE FROM 3RD STREET TO 100 FEET WEST OF WEST PROPERTY LINE OF 3RD STREET; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 24-164 of the Official City Code be and the same is hereby amended to read as follows:

Sec. 24-164. Parking restriction for specific streets--Total prohibition.

(a) It shall be an offense for any person to park a motor vehicle in any of the following locations, except that restrictions set forth in this subsection shall not be applied to a lawfully-created handicapped parking stall:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
Access road on southwest corner of intersection of 13th Street & Omaha Avenue			
Benjamin Avenue		East city limits	West city limits
Bluff Avenue		Entrance to Veterans Memorial Park	1st St.

Braasch Avenue	Both (except in cut-out parking stalls constructed along the street where parking shall be allowed unless otherwise restricted)	1 st St.	5 th St.
Braasch Avenue	South	5th St.	7th St.
Center Drive			
Cottonwood Street	East	Norfolk Ave.	Prospect Ave.
Country Club Road			
East Knolls Street	East	The beginning of the curve on the southeast corner where East Knolls St. and East Sycamore Ave. meet	North to where East Knolls St. becomes East Sycamore Ave.
Eldorado Road		Within the turn around area or circular area of the cul-de-sac at the north end of Eldorado Road	
Eldorado Road		100 ft. south of the entrance to the cul-de-sac at the north end of Eldorado Road	
Elm Avenue	South	4th St.	3rd St.
Elm Avenue	South	Queen City Blvd.	Roland St.
Elm Avenue	North	Roland St.	13th St.
Ferguson Dr.	West & South	Bluff Ave.	North and west around the curve 360 ft. to where Ferguson Dr. meets and transitions into Pasewalk Ave.
Galeta Avenue	North		
Georgia Avenue	North	1st St.	2nd St.
Georgia Avenue	South	59 ft. east of the east curb line of N. 2nd St.	89 ft. east of the east curb line of N. 2nd St.

Georgia Avenue	South	2nd St.	3rd St.
Georgia Avenue	North	Centerline of 8 th St.	170 ft. east of centerline of 7th St.
Glenn Street	West	Glenwood Blvd.	Michigan Ave.
Glenwood Boulevard	West	Pasewalk Ave.	Glenn St.
Impala Drive (east leg)	West	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (west leg)	East	Galeta Ave.	Impala Dr. (east-west leg)
Impala Drive (east-west leg)	North	Impala Dr. (east leg)	Impala Dr. (west leg)
Jefferson Avenue	South	1st St.	4th St.
Klug Avenue		1st St.	200 ft. east of 1st St.
Koenigstein Avenue	North	13th St.	18th St.
Koenigstein Avenue	South	West line of 16th St.	80 ft. west of such line
Koenigstein Avenue	South	7th St.	8th St.
Krenzien Drive			
Madison Avenue	North	180 ft. east of east property line of 13th St.	East property line of 13th St.
Madison Avenue	North	7th Street	110 ft. west of west property line of 7th St.
<u>Madison Avenue</u>	<u>North</u>	<u>3rd Street</u>	<u>100 ft. west of west property line of 3rd St.</u>
Madison Avenue	South	1st Street	173 ft. east of east property line of 2nd St.
Maple Avenue	North	18th St.	19th St.
Market Lane			
McKinley Avenue	South	East city limits	West end of McKinley Avenue
Michigan Avenue		6th St.	18th St.
Miller Avenue	North	145 ft. west of west curb line of 2 nd Street	165 ft. west of west curb line of 2 nd Street
Monroe Avenue		East city limits	West city limits

Norfolk Avenue		8th St.	West city limits
Norfolk Avenue		East city limits	1st St.
Omaha Avenue		East city limits	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue	South	315 ft. east of the east curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)
Omaha Avenue		East curb line of the north/south portion of West Omaha Ave. (access road to Vulcraft Division of Nucor Corporation)	West city limits
Park Avenue	South	265 ft. west of the west curb line of 18 th St.	350 ft. west of the west curb line of 18 th St.
Pasewalk Avenue		1 st St.	25th St.
Pasewalk Avenue	North	Logan St.	1 st St.
Phillip Avenue	North	17th St.	18th St.
Phillip Avenue	North	11th St.	61 ft. west of 11th St.
Pine Street		Benjamin Ave.	415 ft. south of the south property line of Benjamin Ave.
Pine Street/ Industrial Road		Omaha Ave.	South end of street
Prospect Avenue	South	1st St.	Cottonwood St.
Prospect Avenue		3rd St.	4th St.
Prospect Avenue	North	4th St.	13th St.
Prospect Avenue	South	13th St.	27th St.
Queen City Blvd.		Georgia Ave.	100 ft. south of the south property line of Georgia Ave.

Riverside Blvd.		325 ft. north of north property line of Walnut Ave.	North city limits
Rolling Hills Drive	North	27th St.	150 ft. west of the west property line of 29th St.
Sycamore Avenue	South	40 feet east of the end of the curve on the southeast corner of where East Sycamore Ave. and East Knolls St. meet	West to where East Sycamore Ave. becomes East Knolls St.
Ta-Ha-Zouka Road		13th St.	15 th St.
Taylor Avenue	South	North curb line of Pasewalk Ave.	East curb line of 25th St.
Verges Avenue	South	4th St.	Queen City Blvd.
Vicki Lane		18th St.	20th St.
Victory Road		North city limits	South city limits
Walnut Avenue	North	260 ft. east of the east property line of 6th St.	392 ft. east of the east property line of 6th St.
Walnut Avenue	South	Riverside Blvd.	6th St.
1st Street		South city limits	North city limits
2nd Street	East	Madison Ave.	75 ft. north of the north property line of Madison Ave.
2nd Street	East	75 ft. north of the north curb line of Sycamore Ave.	105 ft. north of the north curb line of Sycamore Ave.
2nd Street	West	Sycamore Ave.	Georgia Ave.
3rd Street	East	Georgia Ave.	Elm Ave.
3rd Street	East	Madison Ave.	Omaha Ave.
4th Sreet	East	Madison Ave.	North line of alley between Madison Ave. and Phillip Ave.
4th Street	West	Madison Ave.	Omaha Ave.
4th Street		North right-of-way line of Braasch Ave.	325 ft. north of north property line of Walnut Ave.

5th Street	West	6 ft. north of north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
5th Street	West	Walnut Ave.	Elm Ave.
5 th Street	West	191 feet south of the south curb line of Prospect Ave.	251 feet south of the south curb line of Prospect Ave.
5th Street	West	482 ft. north of the north property line of Pasewalk Ave.	405 ft. north of the north property line of Pasewalk Ave.
5th Street	West	135 ft. north of north property line of Pasewalk Ave.	Pasewalk Ave.
5th Street	East	Phillip Ave.	Omaha Ave.
5th Street	East	Braasch Ave.	Verges Ave.
6th Street	East	50 ft. north of the north property line of Pasewalk Ave.	Pasewalk Ave.
6 th Street	East	222 ft. north of the north curb line of Pasewalk Ave.	269 ft. north of the north curb line of Pasewalk Ave.
6th Street	West	South line of alley between Phillip & Park	Omaha Ave.
6th Street	East	30 ft. north of the north line of alley between Norfolk Ave. and Madison Ave.	North line of alley between Norfolk Ave. and Madison Ave.
6th Street	East	31 ft. north of north property line of Walnut Ave.	116 ft. north of the north property line of Walnut Ave.
6th Street		88 ft. north of the north property line of Spruce Ave.	194 ft. north of the north property line of Spruce Ave.
6th Street	East	348 ft. north of the north property line of Walnut Ave.	635 ft. north of the north property line of Walnut Ave.
7th Street		Omaha Ave.	Michigan Ave.
7 th Street	West	Michigan Ave.	Pasewalk Ave.
7 th Street		Pasewalk Ave.	Prospect Ave.

8th Street	East	Norfolk Ave.	Koenigstein Ave.
10th Street	West	South line of alley between Norfolk Ave. & Madison Ave.	90 ft. south of south line of alley between Norfolk Ave. & Madison Ave.
10th Street	West	70 feet north of the north curb of Madison Ave.	North curb of Madison Ave.
10th Street	East	Norfolk Ave.	Madison Ave.
11th Street	East	144 ft. north of the north curb line of Georgia Ave.	192 ft. north of the north curb line of Georgia Ave.
11th Street	West	Norfolk Ave.	Prospect Ave.
11th Street	East	Norfolk Ave.	Taylor Ave.
11th Street	West	Taylor Ave.	Pasewalk Ave.
11th Street	East	Pasewalk Ave.	Pennsylvania Ave.
11th Street	West	Michigan Ave.	64 ft. south of the south curb line of Michigan Ave.
11th Street		Pennsylvania Ave.	Omaha Ave.
13th Street		North city limits	South city limits
14th Street		105 ft. south of centerline of Nebraska Ave.	60 ft. north of centerline of Nebraska Ave.
14th Street		180 ft. south of centerline of Madison Ave.	84 ft. north of centerline of Madison Ave.
15th Street		Norfolk Ave.	Koenigstein Ave.
15 th Street		Ta-Ha-Zouka Rd.	575 ft. north of the north curb line of Monroe Ave.
16th Street	East	Norfolk Ave.	Koenigstein Ave.
16th Street	West	223 ft. north of Koenigstein Ave.	385 ft. north of Koenigstein Ave.
16 th Street		Monroe Ave.	1150 ft. north of the north curb line of Monroe Ave.
18th Street		Phillip Ave.	Center Dr.
19th Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.

20th Street	West	Madison Ave.	135 ft. north of north property line of Madison Ave.
20th Street		Vicki Ln.	Omaha Ave.
21st Street	West	Madison Ave.	100 ft. north of north property line of Madison Ave.
24th Street	East	Norfolk Ave.	Taylor Ave.
25th Street		North city limits	South city limits
27th Street		Norfolk Ave.	Westside Plaza Dr.
27th Street	East	Prospect Ave.	Rolling Hills Dr.

(b) The provisions of subsection (a) shall not apply to the following streets on Sundays between the hours of 6:00 a.m. and 1:00 p.m. or when funerals are being conducted at any church adjacent to the following streets:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
4 th Street	West	South line of alley between Madison Ave. and Phillip Ave.	Phillip Ave.
5 th Street	East	Phillip Ave.	100 ft. north of north property line of Pasewalk Ave.
5 th Street	East	Pasewalk Ave.	Bluff Ave.

(c) The provisions of subsection (a) shall not apply to the following street from Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. so long as the parked vehicle is (a) waiting temporarily for the purpose of loading or unloading passengers and (b) at all times occupied by the operator of the motor vehicle:

<i>Street</i>	<i>SIDES (Both if not indicated)</i>	<i>LOCATION (Entire street unless otherwise indicated) From</i>	<i>To</i>
---------------	--	---	-----------

5 th Street	East	440 ft. north of north property line of Pasewalk Ave.	100 ft. north of north property line of Pasewalk Ave.
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Section 2. That the effective date of this Ordinance shall be from and after its passage, approval and publication in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

ATTEST:

Brianna Duerst, City Clerk

Josh Moenning, Mayor

Approved as to form: _____
Danielle Myers-Noelle, City Attorney

CONTRACT

THIS AGREEMENT made and entered into this 16th day of October, 2023 by and between the CITY OF NORFOLK, NEBRASKA, a Municipal Corporation, party of the first part, termed in the contract documents as the "City" and The Road Guy, party of the second part, termed in the Contract Documents as "Contractor".

WITNESSETH: In consideration of the sum to be paid by the City to the Contractor at the time and manner hereinafter provided, the said Contractor has agreed, and does hereby agree to furnish all labor, tools, equipment and materials and to pay for all such items, and to construct in every detail to-wit:

2023 Armor Coat – Golfview Drive between 37th and 30th Streets

at the prices bid on the Proposal, all to the satisfaction of the City Engineer and subject to the approval of the City.

AND FOR SAID CONSIDERATION, IT IS FURTHER PARTICULARLY AGREED BETWEEN THE PARTIES TO THIS AGREEMENT:

1. That construction and installation of the above enumerated work for the City shall be completed and ready for use in accordance with the time of completion described in the Proposal of this contract.
2. That said work and material for the project covered by the Contract Documents shall be completely installed and delivered to the owner, clear and free from any and all liens, claims and demands of any kind.
3. That the full compensation to be paid the Contractor by the City, pursuant to the terms of this contract shall be payable as provided in the Contract Documents.
4. This Contract consists of the following component parts, all of which are as fully a part of the Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Part 1. Notice to Contractors

Proposal – \$28,032.99

Certificates of Insurance

Performance Bond

~~Part 2. General Provisions, Construction Specifications
and Special Provisions.~~

~~Part 3. Plans~~

IN WITNESS WHEREOF, contracting parties by our agents hereto affix our signatures and seals the day and year first above written.

ATTEST:

City of Norfolk, Nebraska
A Municipal Corporation

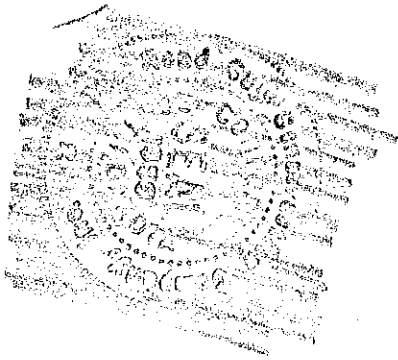
Brianna Duerst, City Clerk

By _____
Josh Moenning, Mayor

(SEAL)

The Road Guy

CORPORATE
(SEAL)



By _____
Rick Larson

Rick Larson
Printed Name

Gen. Mgr.
Title

Approved as to form:

Danielle L. Myers-Noelle, City Attorney

PROPOSAL

Norfolk, Nebraska

October 11, 2023

MAYOR AND CITY COUNCIL
NORFOLK, NEBRASKA

Gentlemen:

The undersigned, having examined the plans and specifications and contract documents and the site of the work, hereby proposes to furnish all labor, materials, use of contractor's equipment and plant and all else necessary for the performance of the work as set forth in the plans and specifications for the

2023 Armor Coat – Golfview Drive between 37th and 30th Streets

according to the following schedule of approximate quantities for the unit price herein set forth.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL
Schedule A: Armor Coat					
1.	MOBILIZATION	1	LS	<u>5,588.10</u>	<u>\$ 5,588.10</u>
2.	ARMOR COAT COMPOSITE	9633	SQYD	<u>2.33</u>	<u>\$ 22,444.89</u>
3.				<u> </u>	<u>\$</u>
4.				<u> </u>	<u>\$</u>
*5.				<u> </u>	<u>\$</u>
6.				<u> </u>	<u>\$</u>
*7.				<u> </u>	<u>\$</u>
*8.				<u> </u>	<u>\$</u>
9.				<u> </u>	<u>\$</u>
10.				<u> </u>	<u>\$</u>
Total Bid for _____				<u>\$</u>	<u>28,032.99</u>

Twenty eight thousand thirty two dollars and ninety nine cents.
(Written in Words)

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good and sufficient surety.

All work must be completed by December 1, 2023. For each calendar day that work shall remain uncompleted after the date, the amount of One Hundred Fifty (\$150) dollars per calendar day will be assessed not as a penalty, but as a predetermined and agreed amount to be used in part to pay additional expenses incurred by the City after the end of the contract period.

~~We have herewith submitted a bid bond or certified check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of \$ _____, being five percent (5%) of the amount of the proposal, which shall become the property of the City of Norfolk, Nebraska, in case the undersigned fails to enter into a valid contract within ten (10) days with the City.~~

~~The bid security (i.e. bid bond or certified check) as outlined in Articles I and III of these specifications shall be submitted in a separate envelope along with the proposal. The bid security shall be clearly marked and accessible without needing to open the envelope containing the proposal. Any proposal that does not have bid security as outlined above will not be accepted and is subject to rejection.~~

In submitting this proposal, the contractor further states that he is complying with, and if awarded a contract, will continue to comply with fair labor standards as defined in 73-104, R.S. Nebraska Statutes in pursuit of his business and in execution of this contract on which he is bidding.

The bidder hereby acknowledges receipt of Addenda No. _____ through No. _____.

The City of Norfolk, Nebraska, reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids.

Respectfully submitted,

If an Individual:

(Signature of Individual)

doing business as

(Name of Firm)

If a Partnership:

(Name of Partnership)

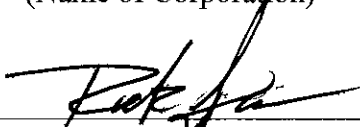
(Signature of Partner)

(Signature of Partner)

If a Corporation:

The Road Guy Construction Co.
(Name of Corporation)

ATTEST:


(Officer's Signature)

Gen. Mgr.
(Title)

(Address)

(Phone)

PROPOSAL

The Road Guy

Construction Company, Inc.

3206 E. Hwy. 50 Yankton, SD 57078
Office 605-665-4468 Fax 605-665-1799

PROPOSAL SUBMITTED TO: City of Norfolk 309 N 5 th Street Norfolk, NE 68701	DATE
	09/28/2023

We hereby propose to furnish all materials and perform all labor necessary to complete the following:

- To do your 2023 seal coat project @ \$2.91 per sq yd
- CRS-2P @ .35 gall per sq yd
 - Armor Coat gravel @ 28 lb per sq yd
 - Pick-up sweeping included
 - Golfview between 37th & 30th - 2,890' x 30'

** if CRS-2P is out of production then MC3000 will be used in its place

*above price doesn't include any state, local, excise or use tax

SPECIFICATIONS

All prime coating shall consist of one coat of **** asphalt or its equivalent applied at the rate of **** gallons per square yard.

All seal coating shall consist of one coat of CRS-2P asphalt applied at the rate of .35 gallons per square yard followed by one coat of A/C gravel uniformly distributed and rolled at the minimum rate of 28 lbs. per square yard.

The City shall provide a suitable location for the aggregate stockpile and equipment used throughout the job.

The Owner shall agree to pay the Contractor forthwith, at the above-stipulated rate of costs for the full amount of work authorized by the Owner upon the satisfactory completion of the same.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature *Rick Larson*
 Note: This proposal may be withdrawn by us if not accepted within 5 days.

~ACCEPTANCE OF PROPOSAL~

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.
 Payment will be made as outlined above.
 Date of Acceptance _____

Signature *Will Shuel*
 Signature _____

Date of Issuance: _____ Effective Date: **October 16, 2023**
 Owner: **City of Norfolk, NE** Owner's Contract No.: _____
 Contractor: **Knife River Midwest, LLC** Contractor's Project No.: _____
 Engineer: _____ Engineer's Project No.: **130020**
 Project: **Asphalt Overlays 2023-1** Contract Name: _____

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

Description: **Balance to actual quantities.**

Attachments: See spreadsheet

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,942,930.75</u>	Original Contract Times: _____ Substantial Completion: <u>November 1, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,942,930.75</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 1, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>(263,670.46)</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>1,679,260.29</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 1, 2023</u> Ready for Final Payment: <u>November 1, 2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Anna Allen</u>	By: _____	By: <u>Dan Kuo, Knife River</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Assistant Engineer</u>	Title: _____	Title: <u>General Manager Est.</u>
Date: <u>9-27-23</u>	Date: _____	Date: <u>9-28-23</u>

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Change Order Estimate

Project Name: Asphalt Overlays 2023-1		Project Number:							
Owner: City of Norfolk, NE		Change Order Number: 1F							
Contractor: Knife River Midwest, LLC		Effective Date: 10/16/2023							
Item				Current Contract Items		Change Order Information		Revised Contract Items	
Bid Item No.	Description	Unit Price	Unit	Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
Schedule 1: N. Victory Road - Benjamin Avenue North ~2678'									
1-1	Mobilization	\$19,498.55	LS	1	\$19,498.55	0	\$0.00	1	\$19,498.55
1-2	Traffic Control	\$58,354.92	LS	1	\$58,354.92	-0.56551	(\$33,000.29)	0.434	\$25,354.63
1-3	Concrete Pavement Repair	\$248.20	SY	897	\$222,635.40	-458	(\$113,675.60)	439	\$108,959.80
1-4	1" Concrete Surface Milling	\$9.01	SY	7,756	\$69,881.56	0	\$0.00	7,756	\$69,881.56
1-5	Asphaltic Concrete for Patching, Type "SPR"	\$181.78	TONS	25	\$4,544.50	-25	(\$4,544.50)	0	\$0.00
1-6	Asphaltic Concrete Overlay 2", Type "SPR"	\$106.20	TONS	981	\$104,182.20	-206	(\$21,877.20)	775	\$82,305.00
1-7	Asphaltic Concrete Shoulder 6", Type "SPR"	\$106.82	TONS	892	\$95,283.44	68	\$7,263.76	960	\$102,547.20
1-8	Earth Shoulder Construction	\$1,571.66	STA.	52.9	\$83,140.81	-10.392	(\$16,332.69)	42.5	\$66,808.12
1-9	Adjust Valve to Grade	\$217.25	EA	1	\$217.25	-1	(\$217.25)	0	\$0.00
Subtotal Schedule 1					\$657,738.63		-\$182,383.77		\$475,354.86
Schedule 2: East Monroe, 4th Street East ~4100'									
2-1	Mobilization	\$19,498.55	LS	1	\$19,498.55	0	\$0.00	1	\$19,498.55
2-2	Traffic Control	\$25,150.08	LS	1	\$25,150.08	0	\$0.00	1	\$25,150.08
2-3	Concrete Pavement Repair	\$221.33	SY	367	\$81,228.11	23.4	\$5,179.12	390.4	\$86,407.23
2-4	2" Cold Milling, Class 3	\$3.34	SY	3,922	\$13,099.48	46	\$153.64	3,968	\$13,253.12
2-5	1" Concrete Surface Milling	\$8.38	SY	6,652	\$55,743.76	340	\$2,849.20	6,992	\$58,592.96
2-6	Asphaltic Concrete for Patching, Type "SPR"	\$181.78	TONS	25	\$4,544.50	-25	(\$4,544.50)	0	\$0.00
2-7	Asphaltic Concrete Overlay 2", Type "SPR"	\$106.23	TONS	1,338	\$142,135.74	-35.03	(\$3,721.24)	1,303	\$138,414.50
2-8	Adjust Manhole to Grade	\$2,348.66	EACH	5	\$11,743.30	-1	(\$2,348.66)	4	\$9,394.64
2-9	Adjust Valve to Grade	\$217.24	EACH	5	\$1,086.20	-2	(\$434.48)	3	\$651.72
Subtotal Schedule 2					\$354,229.72		-\$2,866.91		\$351,362.80
Schedule 3: Vehicle Parking District parking lots									
3-1	Mobilization	\$17,176.37	LS	1	\$17,176.37	0	\$0.00	1	\$17,176.37
3-2	Traffic Control	\$4,148.35	LS	1	\$4,148.35	0	\$0.00	1	\$4,148.35
3-3	1" Concrete Surface Milling	\$10.27	SY	1,267	\$13,012.09	728.5	\$7,481.70	1,996	\$20,493.79
3-4	2" Cold Milling, Class 3	\$4.11	SY	12,802	\$52,616.22	-1337.3	(\$5,496.30)	11,465	\$47,119.92
3-5	Asphaltic Concrete for Patching 2", Type "SLX"	\$205.56	TONS	25	\$5,139.00	115	\$23,639.40	140	\$28,778.40
3-6	Asphaltic Concrete Overlay 2", Type "SLX"	\$138.99	TONS	1,619	\$225,024.81	-408	(\$56,707.92)	1,211	\$168,316.89
Subtotal Schedule 3					\$317,116.84		-\$31,083.13		\$286,033.71
Schedule 4: Madison Avenue; 1st Street to 7th Street									
4-1	Mobilization	\$19,530.35	LS	1	\$19,530.35	0	\$0.00	1	\$19,530.35
4-2	Traffic Control	\$27,460.08	LS	1	\$27,460.08	0	\$0.00	1	\$27,460.08
4-3	2" Cold Milling, Class 3	\$3.24	SY	11,235	\$36,401.40	0	\$0.00	11,235	\$36,401.40
4-5	Concrete Repair	\$187.39	SY	150	\$28,108.50	6.9	\$1,292.99	157	\$29,401.49
4-6	2' Width Curb and Gutter (Remove and Replace)	\$91.41	LF	685	\$62,615.85	2	\$182.82	687	\$62,798.67
4-7	Asphaltic Concrete for Patching 2", Type "SLX"	\$205.56	TONS	50	\$10,278.00	-50	(\$10,278.00)	0	\$0.00
4-8	Asphaltic Concrete Overlay 2", Type "SLX"	\$130.03	TONS	1,421	\$184,772.63	-132.4	(\$17,215.97)	1,289	\$167,556.66
4-9	Adjust Manhole to Grade	\$2,348.23	EACH	16	\$37,571.68	-8	(\$18,785.84)	8	\$18,785.84
4-10	Adjust Valve to Grade	\$217.25	EACH	15	\$3,258.75	-7	(\$1,520.75)	8	\$1,738.00
4-11	Haul & Place Crushed Concrete	\$3,735.00	LS	0	\$0.00	1	\$3,735.00	1	\$3,735.00
Subtotal Schedule 4					\$409,997.24		-\$42,589.75		\$367,407.49

Bid Item No.	Item Description	Unit Price	Unit	Current Contract Items		Change Order Information		Revised Contract Items	
				Original Item Quantity (+ previous CO's)	Original Item Value (+ previous CO's)	Item Quantity (current CO)	Total Increase/Decrease of Item (\$)	New Item Quantity (w/ current CO)	New Item Value (\$)
Schedule 5: Norfolk Avenue, 7th Street to 9th Street									
5-1	Mobilization	\$12,435.40	LS	1	\$12,435.40	0	\$0.00	1	\$12,435.40
5-2	Traffic Control	\$16,070.28	LS	1	\$16,070.28	0	\$0.00	1	\$16,070.28
5-3	2" Cold Milling, Class 3	\$3.24	SY	4,065	\$13,170.60	0	\$0.00	4,065	\$13,170.60
5-4	Asphaltic Concrete for Patching, Type "SLX"	\$205.56	TONS	25	\$5,139.00	-25	(\$5,139.00)	0	\$0.00
5-5	Asphaltic Concrete Overlay 2", Type "SLX"	\$135.87	TONS	514	\$69,837.18	-60.28	(\$8,190.24)	454	\$61,646.94
5-6	Adjust Manhole to Grade	\$2,350.33	EACH	1	\$2,350.33	-1	(\$2,350.33)	0	\$0.00
5-7	Adjust Valve to Grade	\$217.24	EACH	2	\$434.48	0	\$0.00	2	\$434.48
Subtotal Schedule 5					\$119,437.27		-\$15,679.57		\$103,757.70
Schedule 6: 5th Street, Center Lane									
6-1	Mobilization	\$12,435.40	LS	1	\$12,435.40	0	\$0.00	1	\$12,435.40
6-2	Traffic Control	\$2,963.11	LS	1	\$2,963.11	0	\$0.00	1	\$2,963.11
6-3	2" Cold Milling, Class 3	\$9.48	SY	221	\$2,095.08	580	\$5,498.40	801	\$7,593.48
6-4	Asphaltic Concrete for Patching, 2" Type "SLX"	\$205.56	TONS	10	\$2,055.60	-10	(\$2,055.60)	0	\$0.00
6-5	Asphaltic Concrete Overlay 2", Type "SLX"	\$224.71	TONS	14	\$3,145.94	68.32	\$15,352.19	82	\$18,498.13
Subtotal Schedule 6					\$22,695.13		\$18,794.99		\$41,490.12
Schedule 7: Blaine Street (Hy-Vee East)									
7-1	Mobilization	\$7,694.43	LS	1	\$7,694.43	0	\$0.00	1	\$7,694.43
7-2	Traffic Control	\$2,963.11	LS	1	\$2,963.11	0	\$0.00	1	\$2,963.11
7-3	Asphaltic Concrete for Patching, 2" Type "SLX"	\$205.56	TONS	25	\$5,139.00	-25	(\$5,139.00)	0	\$0.00
7-4	Asphaltic Concrete Overlay 2", Type "SLX"	\$139.01	TONS	182	\$25,299.82	-12	(\$1,668.12)	170	\$23,631.70
Subtotal Schedule 7					\$41,096.36		-\$6,807.12		\$34,289.24
Schedule 8: E. Benjamin Avenue at Flood Control									
8-1	Mobilization	\$12,435.40	LS	1	\$12,435.40	0	\$0.00	1	\$12,435.40
8-2	Traffic Control	\$2,370.49	LS	1	\$2,370.49	0	\$0.00	1	\$2,370.49
8-3	2" Cold Milling, Class 3	\$9.48	SY	178	\$1,687.44	0	\$0.00	178	\$1,687.44
8-4	Asphaltic Concrete for Patching 2", Type "SPR"	\$181.79	TONS	5	\$908.95	-5	(\$908.95)	0	\$0.00
8-5	Asphaltic Concrete Overlay 2", Type "SPR"	\$146.24	TONS	22	\$3,217.28	-1	(\$146.24)	21	\$3,071.04
Subtotal Schedule 8					\$20,619.56		-\$1,055.19		\$19,564.37
Totals					\$1,942,930.75		-\$263,670.46		\$1,679,260.29

Change Order Estimate

Project Name: Asphalt Overlays 2023-1		Project Number:	
Owner: City of Norfolk, NE		Change Order Number: 1F	
Contractor: Knife River Midwest, LLC		Effective Date: 10/16/2023	
Item			
Bid Item No.	Description	Reason for Change	
Schedule 1: N. Victory Road - Benjamin Avenue North ~2678'			
1-2	Traffic Control	Cost savings due to removing flagging cost, Knife River retaining millings, and parking lot areas performed sequentially.	
1-3	Concrete Pavement Repair		
1-5	Asphaltic Concrete for Patching, Type "SPR"		
1-6	Asphaltic Concrete Overlay 2", Type "SPR"		
1-7	Asphaltic Concrete Shoulder 6", Type "SPR"		
1-8	Earth Shoulder Construction	Cost savings due to City providing crushed concrete for base material. City provided 1088.18 tons.	
1-9	Adjust Valve to Grade		
Schedule 2: East Monroe, 4th Street East ~4100'			
2-3	Concrete Pavement Repair		
2-4	2" Cold Milling, Class 3		
2-5	1" Concrete Surface Milling		
2-6	Asphaltic Concrete for Patching, Type "SPR"		
2-7	Asphaltic Concrete Overlay 2", Type "SPR"		
2-8	Adjust Manhole to Grade		
2-9	Adjust Valve to Grade		
Schedule 3: Vehicle Parking District parking lots			
3-3	1" Concrete Surface Milling		
3-4	2" Cold Milling, Class 3		
3-5	Asphaltic Concrete for Patching 2", Type "SLX"		
3-6	Asphaltic Concrete Overlay 2", Type "SLX"		
Schedule 4: Madison Avenue; 1st Street to 7th Street			
4-5	Concrete Repair		
4-6	2' Width Curb and Gutter (Remove and Replace)		
4-7	Asphaltic Concrete for Patching 2", Type "SLX"		
4-8	Asphaltic Concrete Overlay 2", Type "SLX"		
4-9	Adjust Manhole to Grade		
4-10	Adjust Valve to Grade		
4-11	Haul & Place Crushed Concrete	Coordination with bid Item 4-6. Additional crushed concrete under curb and gutter on Madison Avenue.	
Schedule 5: Norfolk Avenue, 7th Street to 9th Street			
5-4	Asphaltic Concrete for Patching, Type "SLX"		
5-5	Asphaltic Concrete Overlay 2", Type "SLX"		
5-6	Adjust Manhole to Grade		
Schedule 6: 5th Street, Center Lane			
6-3	2" Cold Milling, Class 3		
6-4	Asphaltic Concrete for Patching, 2" Type "SLX"		
6-5	Asphaltic Concrete Overlay 2", Type "SLX"		
Schedule 7: Blaine Street (Hy-Vee East)			
7-3	Asphaltic Concrete for Patching, 2" Type "SLX"		
7-4	Asphaltic Concrete Overlay 2", Type "SLX"		
Schedule 8: E. Benjamin Avenue at Flood Control			
8-4	Asphaltic Concrete for Patching 2", Type "SPR"		

Item				
Bid Item No.	Description	Reason for Change		
8-5	Asphaltic Concrete Overlay 2", Type "SPR"			