

TRAIL AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF GRAND ISLAND
JBS CONNECTOR TRAIL

THIS AGREEMENT is between City of Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Municipality plans to construct a hike-bike trail along, US Highway 30 (US-30), a part of which will be constructed on State's right-of-way, at the location shown on Exhibit "A"; and

WHEREAS, the hike-bike trail is described generally as follows:

The proposed JBS Connector Trail will include grading and surfacing of a new trail that starts at the intersection of Cherry Street and Sutherland Street, and terminates near the intersection of Stuhr Road and Swift Road, with a portion of the trail paralleling US-30 at the BNSF undercrossing. References in this Agreement to "Trail" or "Trail Project" include the trail, and all associated appurtenances.

WHEREAS, Neb. Rev. Stat. § 39-1359 requires State's right-of-way be held inviolate for highway purposes and that written permission of State is required to occupy the State's right-of-way, and because Trail will be located along the south side of US-30 within the right-of-way, therefore Municipality is required to obtain a permit to occupy the right-of-way for Trail; and

WHEREAS, pursuant to Neb. Rev. Stat. §39-1339 Municipality shall be responsible for the maintenance of the Trail; and

WHEREAS, Municipality is willing to obtain and maintain in force insurance in the amounts required herein by State, or at least prove to State that Trail has been added to the areas covered by Municipality existing liability insurance coverage, for at least the part of the Trail located on or over the State highways; and

WHEREAS, Municipality is agreeable to being solely responsible for all costs and liability for the design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, or removal of the Trail; and


WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, State is willing to permit the Municipality's work on and occupation of State's property so long as that work is completed at no cost or liability to State, and

WHEREAS, Municipality concurs that the future State roadway improvements and maintenance activities may adversely impact Trail and that all work to design, remove, relocate, construct, reconstruct, inspect, operate, repair or maintain Trail to accommodate State's work shall be accomplished solely at Municipality's cost, and

WHEREAS, the Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the 27th day of July, 2021, attached as Exhibit "B", and incorporated herein by this reference.


8/9/2021

 8/9/2021

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 **Effective Date** - This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 **Renewal, Extension or Amendment** - This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 **Identifying Date** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 **Duration** - The duration of this Agreement and the State's Permit to Occupy the State's right-of-way shall be twenty five years from the date of execution of the Agreement. At the completion of the twenty five year term, renewal for an additional twenty five year term shall be automatic unless the State notifies the Municipality one calendar year in advance of the end of the initial twenty five year term. The renewal shall not be unreasonably denied by State. At the end of the second twenty five year term, this Agreement will terminate unless extended by supplemental agreement. The duration of this Agreement is subject to the State's right to reconstruct US-30 as described elsewhere in this Agreement.

1.5 Termination - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE PROJECT

Municipality plans to construct a hike-bike trail, a part of which will be constructed on State's right-of-way, at the location shown on Exhibit "A", attached and incorporated herein by this reference. The project includes a trail that will occupy State right-of-way parallel to Highway US-30. The Trail will occupy State's right-of-way from approximately State R.P. 315.90 to R.P. 315.95. References in this Agreement to "Trail" or "Trail Project" include the trail and all associated appurtenances.

SECTION 3. NO COST TO STATE

Parties expressly agree that this Agreement is executed for the benefit of Municipality and that the parties intend that all costs and liability for the design, construction, inspection, maintenance, operation, repair, reconstruction, and for the removal of the Trail and restoration of State property will be the sole responsibility of Municipality; and, except as expressly provided herein; shall be accomplished at no cost to State.

SECTION 4. FUNDING FOR TRAIL

Parties agree Municipality may seek Federal funding for the Trail. Nothing in this Agreement is intended to make the Municipality ineligible for such funding.

SECTION 5. PLANS PREPARATION

Municipality will prepare, or cause plans to be prepared for Municipality's Trail project. Municipality will design Trail to accommodate the existing highway drainage patterns and construct drainage facilities that are consistent with and will not adversely affect the operation of State's highway drainage facilities. Municipality will, at Municipality's sole expense, design, construct and inspect the construction of Trail. Further, Municipality will design, construct, operate, inspect, repair and maintain Trail to conform to federal and state law and rule and regulation concerning accommodation of the disabled. Municipality will, at Municipality's sole cost, maintain in good repair, operate, reconstruct, and, if necessary, remove Trail and restore State's property. When the plans for Trail are completed, Municipality will submit final plans and specifications to State for State's review. These plans shall include, but not be limited to, work zone traffic control, grading, structures, surfacing, drainage and erosion control work.

SECTION 6. PERMIT TO OCCUPY STATE'S RIGHT-OF-WAY

Municipality will submit to State an application for a permit to perform work on State's right-of-way and to occupy State's right-of-way including final plans for the Trail to State for review through State's right-of-way permit process prior to work occurring on State's right of way. Municipality will conduct no construction work on State's right-of-way prior to State issuing a permit to Work on and Occupy State's right-of-way. In the event provisions of this Agreement conflict with provisions of State's permit to occupy the State's right-of-way, the provisions of this Agreement shall govern. Terms of the permit(s) that are not affected by the terms of this Agreement will remain in full force and effect.

SECTION 7. CONTRACT LETTING AND CONTRACTOR INSURANCE

The Municipality will use a competitive bidding process to let to contract the work contemplated under this Agreement. Municipality shall require a performance and payment bond of its contractor in the amount of the bid and in the form set out on Exhibit "C" attached and hereby incorporated in this Agreement. The construction contract will be between Municipality and its selected construction contractor. State requires that Municipality contractor obtain and maintain in force for the life of Municipality contract insurance coverage meeting the requirements of Exhibit "D" attached and hereby incorporated in this Agreement. Contract bids from contractors who do not provide evidence of meeting the requirements of Exhibit "D" shall not be considered.

SECTION 8. CONSTRUCTION

Municipality will complete all aspects of Trail construction at its sole cost. State has a right but not a duty to inspect the completed work or phases of the work located on State right-of-way. Any State inspection shall be conducted at State's cost. A decision on the part of State to inspect or not to inspect Municipality's work during the course of construction does not relieve Municipality of the responsibility to complete the work in accordance with the agreements of the Parties. Municipality shall blend the Trail project into State's existing highway property, as shown in the final plans. Municipality shall require its contractor to finish, restore, seed and properly finish the project so that the disturbed areas are restored consistent with the rest of the State's property.

SECTION 9. PROFESSIONAL SERVICES

The professional **design** services for work to be constructed on State's right-of-way under this Agreement shall be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska ("Consultant"). Review by State of the plans and specifications and the issuing of a permit to construct the Trail does not constitute a waiver of liability. In the event the professional **construction engineering** services for work to be constructed on State's right-of-way under this Agreement are not completed by State on behalf of Municipality, Municipality shall ensure such services will be completed by, or under the direct supervision of, a Professional Civil Engineer licensed to practice in State of Nebraska. Review by State of the construction of the Trail does not constitute a waiver of liability.

SECTION 10. PROFESSIONAL PERFORMANCE

State will rely on the professional performance and ability of Municipality. Examination by State, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product which would relieve Municipality from any liability or expense that would be connected with Municipality's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Municipality pursuant to this Agreement. That further, acceptance or approval of any of the work by State will not constitute a waiver of any rights of State to recover from Municipality, damages that are caused by the Municipality due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Municipality the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, Municipality shall make such revisions without expense to State. The Municipality's legal liability for all damages incurred by State caused by error, omission, or negligent acts of the Municipality will be borne by Municipality without liability or expense to State.

SECTION 11. FUTURE HIGHWAY CONSTRUCTION INCLUDING NEPA

The Parties understand that portions of the Trail will be located on State's highway right-of-way and that the highways are subject to future roadway work which may adversely impact Trail. This Agreement is entered into expressly subject to any future highway operation, maintenance, resurfacing, rehabilitation, or reconstruction deemed necessary by State.

The Parties further agree that all Trail work necessary to facilitate the operation, maintenance, resurfacing, rehabilitation, or reconstruction of State's highway will be accomplished at Municipality's sole expense. Municipality is hereby notified that, in order to satisfy the requirements of the National Environmental Policy Act (NEPA), State has been required to perpetuate or provide alternate routes when trails located on the right-of-way are impacted by a federal aid highway project. Municipality agrees that any work required to satisfy the requirements of NEPA related to Trail on State's right-of-way will be accomplished at the sole financial responsibility of Municipality.

SECTION 12. INDEMNIFICATION AND MUNICIPALITY INSURANCE

12.1 INDEMNIFICATION

- 12.1.1 Municipality shall indemnify and hold harmless, to the fullest extent allowed by law, State, its agents, employees and representatives, from all claims, demands, suits, actions, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement.
- 12.1.2 State shall not be liable in any manner to any person or entity for any claim, demand, suit, action, payments, liability, judgments and expenses (including attorney's fees) arising out of or by reason of the work of Municipality under this Agreement, or the design, planning, performance, or completion of the work that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting therefrom, that is caused in whole or in part, either directly or indirectly, by Municipality or any Municipality agents or representatives.
- 12.1.3 Municipality further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by Municipality or its agent, or anyone contracting with Municipality for such hereunder. State shall not be liable in any manner to any person or entity for any claim, demand, suit,

action, payments, liability, judgments and expenses (including attorney's fees) arising out of use of Trail or the security of persons using the Trail and highway undercrossing that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of property, including the loss of use resulting there from, that is caused in whole or in part, either directly or indirectly, by Municipality or any of Municipality agents or representatives.

- 12.2 MUNICIPALITY INSURANCE** For the duration of this Agreement, Municipality shall either be self-insured or carry at least the insurance required on Exhibit "E", attached and incorporated herein by this reference. Municipality's insurance must specifically provide coverage for the Trail and the area of State property occupied by the Trail.

SECTION 13. TRAIL OWNERSHIP AND OPERATION RESPONSIBILITIES

- 13.1 Municipality shall be the owner of the part of the Trail that is located on State's property. State grants to Municipality, upon the issuance of a State permit, the right to construct, occupy, operate, inspect, repair, reconstruct (when necessary) and maintain its Trail on State's property. Municipality agrees, at no cost to the State, to be solely responsible for the operation (including security of Trail users), inspection, maintenance, repair, restoration, or when necessary, reconstruction of the Trail to its as-constructed condition.
- 13.2 Municipality is also responsible for damage to Trail caused by vehicle crashes, vandalism, or other acts or omissions. Municipality further agrees that State has no duty to inspect, report, or remedy observed conditions (even if State has notice of said condition) on the Trail. Municipality shall be responsible for collecting any and all damages from the person(s) or entities that caused damage to the Trail. Permission to use State's right-of-way to perform maintenance of the Trail is covered under the permit issued by State including periodic maintenance access to the site from State's highway. Additional modification to the State's property must be reviewed by State and permission of State granted in writing, ordinarily in the form of a right-of-way permit.

SECTION 14. PROTECTION OF UTILITIES

Municipality will protect or cause to be protected the utilities within the highway right-of-way, and repair or replace such when damaged during the performance of work of Municipality under this Agreement.

SECTION 15. NOTICE TO STATE

The Municipality will notify the Office of State's Highway District Engineer at the specific milestones in the construction as detailed below.

- 15.1 Forty-eight hours prior to commencing construction for the purpose of coordinating the work and establishing contact information.
- 15.2 Immediately following the installation of the traffic control devices and prior to commencing construction activities.
- 15.3 Upon completion of the construction.

SECTION 16. ADDITIONAL MUNICIPALITY DUTIES

The Municipality further agrees:

- 16.1 To complete the construction of the Trail according to the plans and specifications reviewed by State.
- 16.2 To present for review by State any changes to the reviewed construction plans prior to initiating the change.
- 16.3 To install prior to construction and maintain during construction traffic control devices in accordance with the traffic control plans reviewed by State. To present for the review of State changes in the reviewed traffic control plans prior to accomplishing the change.
- 16.4 To notify in writing State's Highway District Engineer or his designee of the completion of the construction. This notice of completion shall be accompanied by a certification stamped and sealed by the Professional Engineer supervising the construction that the work was accomplished in accordance with the reviewed plans and specifications.
- 16.5 That State retains the authority to make future changes to State's highway including changes to Municipality's Trail as necessary to address the needs of the highway system or public safety. In the event State, as a part of its duties to maintain and operate State's highway, must change the Trail, Municipality shall be solely responsible for the design, modification or reconstruction of Municipality's Trail, or the cost thereof, to accommodate State's highway changes and for temporary construction to allow the State's work to progress. The Municipality will be responsible for any damages to State resulting from the delay in completing a highway improvement, including but not limited to:
 - (i) further deterioration of the roadway or its appurtenances, and
 - (ii) inflation in the cost of a highway improvement, and

- (iii) liability for crashes arising out of the delayed completion of the highway improvement.

In the event State determines that required construction, reconstruction, modification or maintenance of the roadways cannot wait for Municipality to relocate Trail, Municipality will be responsible for any and all damages associated with State accomplishing the contemplated construction, reconstruction, modification or maintenance of State's highway. The Municipality will hold the State harmless for damages due to the delay in letting or constructing a project in this location of the highway system due to the coordination for the Trail.

- 16.6 To be solely responsible for any claims, damages, or lawsuits related to the operation of the Trail constructed as a part of Municipality's project.
- 16.7 Municipality shall be responsible for the part of the Trail crossing at grade, over and along the Highway as if Municipality owned the land on which Trail is located.

SECTION 17. ADDITIONAL STATE DUTIES

State agrees:

- 17.1 To retain responsibility for the future design, construction, reconstruction, maintenance and operation of the State's highway.
- 17.2 To review the plans and permit application and, if appropriate, to issue a permit to construct, operate, repair, maintain, reconstruct and, if necessary, remove the Trail along State's highway.
- 17.3 To respond in a timely manner to requests for review of plan changes and reviews of the work.
- 17.4 To notify Municipality one year in advance of construction of a project that may require reconstruction of a part or whole of Trail.

SECTION 18. TERMINATION OF AGREEMENT

This Agreement may be terminated upon the occurrence of any of the following events, each an "Event of Default":

- 18.1 Municipality abandons Trail. For the purpose of this Agreement, "Abandon" shall be considered to occur in the event of any of the following:
 - 18.1.1 Municipality notifies State that it is abandoning Trail.

- 18.1.2 Municipality fails to maintain in effect the insurance required by this Agreement and fails to cure by acquiring or reactivating the required insurance within fourteen (14) calendar days after receipt of notice to cure in writing from State.
- 18.1.3 Municipality fails to design and construct Trail within three (3) years of the execution of this Agreement and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.4 Municipality fails to maintain, operate, repair, or restore Trail and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.5 Municipality fails to, if necessary, reconstruct Trail within three (3) years following the removal of the Trail or a portion thereof for highway activities and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.1.6 Other than specifically provided in this section, Municipality fails to cure to the reasonable satisfaction of State, any non-performance or non-compliance with any of the terms, provisions, covenants or conditions contained in this Agreement within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure non-compliance shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality

commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.

- 18.1.7 Municipality fails to make adjustments to Trail as necessary to provide for State's design, operation, maintenance, repair, resurfacing, restoration, rehabilitation, or reconstruction of State's highway and fails to cure non-compliance to the reasonable satisfaction of State, within ninety (90) days after receipt of notice to cure in writing from State; however, no Event of Default related to such failure to cure shall be deemed to have occurred if State concludes that non-performance or non-compliance cannot be cured within such ninety (90) day period, and Municipality commences cure within said ninety (90) day notice period and diligently pursues cure to full compliance.
- 18.2 Municipality's Trail adversely affects State's ability to design, construct, maintain, repair, resurface, rehabilitate, restore or reconstruct State's highway including all right-of-way and appurtenances thereto.
- 18.3 Municipality fails to construct Trail in accordance with the approved plans and State's permit.
- 18.4 Municipality fails to follow the contracting provisions required by this Agreement.
- 18.5 State or Federal law, rule or regulation effects a change in the statutory environment which renders this Agreement or parts thereof void.
- 18.6 State or Federal law, rule or regulation effects a change in the statutory environment which creates duties or responsibilities as a result of this Agreement that are considered, in State's sole discretion, too onerous for State.

Upon the occurrence of an Event of Default, as stated above, State may terminate the Agreement by delivering to Municipality a written notice of termination ("State Notice of Termination") specifying the effective date of termination, which may be immediate. Upon receipt of the State Notice of Termination, Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and peaceably surrender the premises to State.

In the event Municipality does not so surrender the premises, State may enter upon the same by due process of law and expel Municipality and repossess and enjoy the premises as though the Term had expired; provided, however, that nothing in this Agreement shall preclude Municipality from challenging whether there has occurred an Event of Default in an action or proceeding that may be brought in any court of competent jurisdiction, in which event,

Municipality shall have the right to continue to occupy and use the premises until any such action or proceeding has become final and not subject to an appeal. The immediately preceding proviso shall not apply and State will be entitled to the possession of the premises when the reconstruction of State's highway requires that the premises be vacated for such construction, at the sole discretion of State.

Notwithstanding any provision in this Agreement to the contrary, Municipality may terminate this Agreement at any time during the Term upon not less than sixty (60) days written notice to State specifying the effective date of termination and Municipality will within 180 days perform the duties and responsibilities under SECTION 21, RESTORATION OF STATE'S RIGHT-OF-WAY, of this Agreement and then peaceably surrender the premises to State.

SECTION 19. COMPLIANCE WITH LAW

The cost of complying with applicable future laws, rules, regulations or policies of the federal or state government or its representatives not in force at the time of this Agreement or not disclosed or addressed in this Agreement shall be the responsibility of the Municipality and such compliance shall be accomplished at no cost to the State.

SECTION 20. NOT A JOINT VENTURE

The parties acknowledge and agree that this Agreement does not create, nor is it intended to create, an agency relationship, a partnership or joint venture, or any other form of entity or relationship between the Parties where one party may be legally responsible for the other party's actions.

SECTION 21. RESTORATION OF STATE'S RIGHT-OF-WAY

Municipality shall remove Trail and restore State's right-of-way to its pre-existing condition (1) at the end of the term of the Agreement, (2) in the event the Trail is abandoned by Municipality or, (3) State or Municipality terminates this Agreement. In the event Municipality fails to accomplish the work under this Section in the time frame stipulated, State may complete the work at Municipality's sole expense. Municipality shall reimburse State for all costs associated with the performance of this work.

SECTION 22. NOT A WAIVER OF IMMUNITY.

The Parties intend that, to the maximum extent permitted by law, this Agreement shall not be interpreted as a waiver of the defense of governmental immunity, including those exceptions listed in the Political Subdivisions Tort Claims Act (Neb. Rev. Stat. § 13-910) or the State Tort Claims Act (Neb. Rev. Stat. § 81-8,219).

SECTION 23. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 24. ENTIRE AGREEMENT

This Agreement, supplements hereto, and any permit to occupy State's right-of-way constitutes the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained in these instruments, and these instruments supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this 28th day of July, 2021

WITNESS:
RaNae Edwards

City of Grand Island
Roger Steele

RaNae Edwards
City Clerk

Roger H. Steele
Mayor

EXECUTED by State this 1 day of September, 2001

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

Roadway Design Engineer

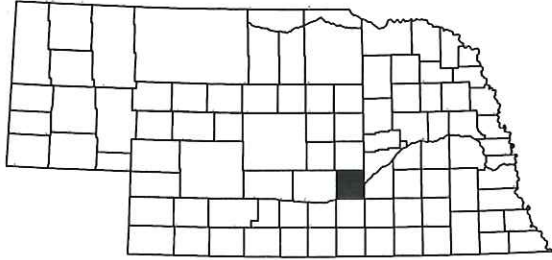
RECOMMENDED:
Wesley Wahgren, P.E.

Wesley Wahgren 8-4-21
District 4 Engineer Date

Stacy R. Wark
Interim City Attorney

HWY. 30 - JBS CONNECTOR TRAIL IN GRAND ISLAND

HALL COUNTY
NEBRASKA



LEGEND

- TRAIL 
- BRIDGE (BNSF) 
- NDOT ROW 
- PERM. EASEMENT 

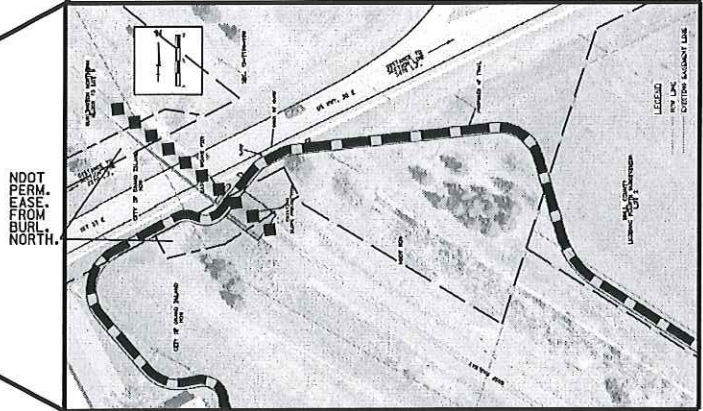
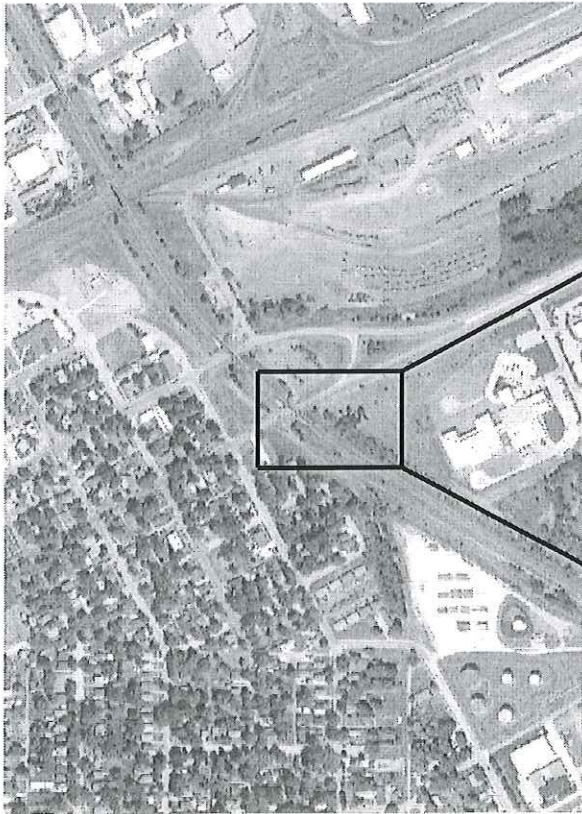
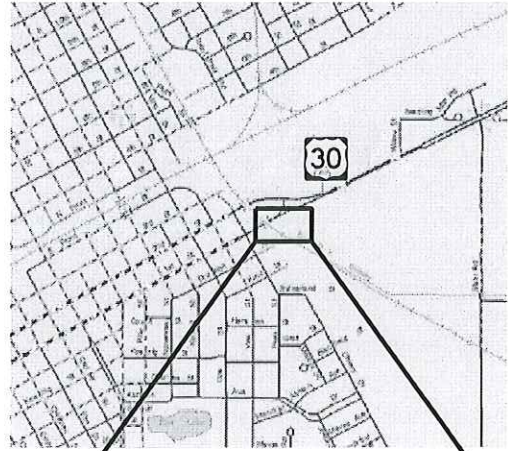


EXHIBIT "A"

RESOLUTION 2021-181

WHEREAS, the City of Grand Island invited sealed bids for the JBS Connector Trail construction; and

WHEREAS, a major step for completing the JBS Connector Trail is to receive approval from the Nebraska Department of Transportation (NDOT) to complete work in the right of way near Hwy 30; and

WHEREAS, the City of Grand Island and the Nebraska Department of Transportation (NDOT) wish to enter into a Trail Agreement to construct a trail in the right of way of Hwy 30; and

WHEREAS, City funding costs will be paid through the JBS Donation account and Food and Beverage funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island is hereby authorized to sign the attached Trail Agreement between the City of Grand Island and the Nebraska Department of Transportation (NDOT).

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2021.

Roger G. Steele
Roger G. Steele, Mayor

Attest:

RaNae Edwards
RaNae Edwards, City Clerk

Approved as to Form 8020
July 26, 2021 City Attorney

Exhibit "B"

**INLAND
INSURANCE COMPANY**

PO Box 80468
Lincoln, Nebraska 68501

**UNIVERSAL
SURETY COMPANY**

PERFORMANCE BOND

Conforms with the American Institute of Architects, AIA Document A311

BOND NO. 142639

KNOW ALL MEN BY THESE PRESENTS:

That The Diamond Engineering Co.

as Principal, hereinafter called Contractor, and **Universal Surety Company** a corporation organized and existing under the laws of the State of Nebraska, Lincoln, Nebraska, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Grand Island, NE

as Obligee, hereinafter called Owner, in the amount of

Six Hundred Eighteen Thousand Seven Hundred Fifty Two and 16/100 Dollars (\$ ***618,752.16***),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 2021, entered into a contract with Owner for JBS Connector Trail

in accordance with Drawings and Specifications prepared by _____
(here insert full name, title and address)
_____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 26th day of July, 20 21.

In the presence of:

[Signature]
(Witness)

The Diamond Engineering Co.

By: [Signature] (Seal)
James L. Harder
Principal

Universal Surety Company

By: [Signature] (Seal)
Todd Price - Attorney in Fact
Surety

[Signature]
(Witness)

**INLAND
INSURANCE COMPANY**

PO Box 80468
Lincoln, Nebraska 68501

**UNIVERSAL
SURETY COMPANY**

LABOR AND MATERIAL PAYMENT BOND
Conforms with the American Institute of Architects, AIA Document A312

BOND NO. 142639

KNOW ALL MEN BY THESE PRESENTS:

That The Diamond Engineering Co.

as Principal, hereinafter called Principal, and **Universal Surety Company** a corporation organized and existing under the laws of the State of Nebraska, Lincoln, Nebraska, as Surety, hereinafter called Surety, are held and firmly bound unto City of Grand Island, NE

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ***Six Hundred Eighteen Thousand Seven Hundred Fifty Two and 16/100*** Dollars (\$ ***618,752.16***), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 20 21, entered into a contract with Owner for JBS Connector Trail

in accordance with Drawings and Specifications prepared by _____ (here insert full name, title and address) _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a Sub-Contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant;
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment made by Surety of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 26th day of July, 20 21.

In the presence of:

Amal J. Curran
(Witness)

The Diamond Engineering Co.

By: James L. Harder, PRESIDENT (Seal)
James L. Harder Principal

Universal Surety Company

By: Todd Price (Seal)
Todd Price - Attorney in Fact Surety

Bundy Lawrence
(Witness)

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the UNIVERSAL SURETY COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Gary Rosacker or Jay C Huston or Brindy Lawver or Tami Towne or Christopher Rosacker
or Todd Price or April Empfield, Grand Island, Nebraska
or Maureen Wagoner, Phillips, Nebraska or Jennifer Klanecky, Cairo, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the UNIVERSAL SURETY COMPANY, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, UNIVERSAL SURETY COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 10th day of May, 20 21.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska } Secretary/Treasurer
County of } ss. Lancaster

By President

On this 10th day of May, 20 21, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the UNIVERSAL SURETY COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of UNIVERSAL SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNIVERSAL SURETY COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 26th day of July, 20 21.

Philip C. Abel

Director



Exhibit "C" 3/3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder-Rosacker-McCue & Huston 509 W. Koenig St. Grand Island NE 68801	CONTACT NAME: Brindy Lawver	
	PHONE (A/C, No, Ext): (308) 382-2330 or 800-658-4200 FAX (A/C, No): (308) 382-7109	
	E-MAIL ADDRESS: blawver@ryderinsurance.com	
	PRODUCER CUSTOMER ID #: 1301	
INSURED The Diamond Engineering Co 1521 W Anna PO Box 1327 Grand Island NE 68802-1327	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Insurance Company (CNA)	35289
	INSURER B : Continental Casualty Company (CNA)	20443
	INSURER C : National Fire Insurance of Hartford (CNA)	20478
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6056865226	01-01-2021	01-01-2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6056589498	01-01-2021	01-01-2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
AB	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000			6056589520/ ZUP14P1205119NF	01-01-2021	01-01-2022	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6056589517	01-01-2021	01-01-2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented ; Install. Floater			7012134740	01-01-2021	01-01-2022	\$350,000 Per Item ; \$1,200,000
A	Pollution E&O			6050432675	01-01-2021	01-01-2022	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: JBS Connector Trail
 City of Grand Island is an additional insured when required by written contract
 There is an early notice of cancellation.

CERTIFICATE HOLDER City of Grand Island Attn: Building Inspection Dept PO Box 1968 Grand Island, NE 68802-1968 Fax: (308)385-5423	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: <i>Katie Falkert</i> <KF>

INSURANCE REQUIREMENTS FOR TRAILS ON STATE PROPERTY

Trail Owner agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to Trail Owner's duties under this Agreement to construct, operate, maintain, inspect, repair and reconstruct a trail on State highway right-of-way,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Trail Owner from loss associated with the Trail Owner's duties. Also, Trail Owner shall have at a minimum the insurance described below:

General Liability –

Limits of at least:

- \$ 2,000,000 Per Occurrence
- \$ 4,000,000 General Aggregate
- \$ 2,000,000 Completed Operations Aggregate (if applicable)
- \$ 1,000,000 Personal/Advertising Injury

- Trail Owner shall be responsible for the payment of any deductibles.
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply only to the subject trail.
- The State of Nebraska, Department of Roads, shall be named as Additional Insured on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State shall be added to, or included in, the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If any part of Trail is located near a railroad track, the 50' railroad right of way exclusion must be deleted.
- In the event that this contract provides for Trail Owner to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall

be further maintained for a minimum period of five years after final acceptance and payment.

- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")
- **Pollution Coverage –**
- In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy that includes pollution coverage in the amount of \$1.0 million per occurrence or claim and \$1.0 million aggregate. If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of the Trail Owner.

Automobile Liability –

Limits of at least: \$ 1,000,000 CSL Per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers' Compensation –

Limits: Statutory coverage for the State where the project is located. Employer's Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Trail Owner agrees to waive its rights of recovery against the State. Waiver of Subrogation in favor of the State of Nebraska, Department of Transportation shall be added to, or included in, the policy

Umbrella/Excess –

- Limits of at least: \$1,000,000 Per Occurrence and Annual Aggregate
- Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

- The State of Nebraska, Department of Roads, shall be an "Additional Insured".
- Trail Owner agrees to waive its rights of recovery against the State. Waiver of subrogation in favor of the State of Nebraska, Department of Transportation shall be provided.

Additional Requirements –

- Any insurance policy shall be written by a reputable insurance company acceptable to the State or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the State in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s), to be issued at least annually.
- For so long as insurance coverage is required under this agreement, the Trail Owner shall have a duty to notify the State when the Trail Owner knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Trail Owner must forward any pertinent notice of cancellation or termination to the State, at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Trail Owner of any such notice from an insurance carrier. Notice shall be sent to:

Nebraska Department of Transportation
Construction Division – Insurance Section
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the Trail Owner or any of its subcontractors/tier subcontractors. The carrying of insurance described shall in no way be interpreted as relieving the Trail Owner or its subcontractors, or tier subcontractors of any responsibility or liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification applicable to this work or contract, the greater limit or coverage requirement shall prevail.



Alfred Benesch & Company
 1207 Allen Drive
 Grand Island, Nebraska 68803
 www.benesch.com
 P 308-384-1032

Transmittal Form

To: Wes Walgren NDOT District 4	Date: 8/3/21	Job No. 112124.00
Subject:		

- Mail
 Messenger
 Next Day Delivery
 UPS Ground
 Other:

WE ARE SENDING YOU:
 Attached
 Under separate cover:

COPIES	DATE	DESCRIPTION
3	7-28-21	Trail Agreement – JBS Connector Trail

THESE ARE TRANSMITTED as checked below:

- | | | | |
|---|---|-----------------------------------|-------------------------|
| <input type="checkbox"/> For approval | <input checked="" type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit | copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit | copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return | corrected prints |
| <input type="checkbox"/> For review and comment | | | |

Remarks: Enclosed are three copies of the trail agreement for the JBS Connector Trail. There is a signature line for both you and Mike Owen. Please review and sign the agreements. The city was wanting two copies back. Let me know if you have any questions.

Thank You.

cc: _____

Signature: *Terry A. Brown*

Patti Buettner

From: Todd McCoy
Sent: Wednesday, July 21, 2021 5:05 PM
To: Patti Buettner
Cc: RaNae Edwards
Subject: FW: Hwy 30 - JBS Connector Trail Agreement XL2119

Patti:

After the Mayor signs the NDOT agreement we need to send the highlighted items with it to NDOT. Once we've rounded everything up we can get it to Terry Brown so he can send it to the right people at NDOT. Thank you!

Todd McCoy

Parks and Recreation Director
City of Grand Island, Nebraska
(308) 385-5444 ext. 290
[Website](#) [Facebook](#)

Parks Make Life Better!

From: Brown, Terry <TBrown@benesch.com>
Sent: Wednesday, June 23, 2021 9:43 AM
To: Todd McCoy <ToddM@grand-island.com>
Subject: FW: Hwy 30 - JBS Connector Trail Agreement XL2119

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe. If you are unsure submit a helpdesk ticket at <https://helpdesk.grand-island.com>

Todd,

Did you see we finally go the Trail Agreement back from NDOT.....

So the council resolution to approve the agreement will be added as attachment B. Bonding and contractor Insurance requirements will be attachment C and D and City insurance will be attachment E.

Let me know if you have any questions but appears this just needs to go to legal and on to council.

Thanks

Terry Brown, PE
Branch Manager | Associate

tbrown@benesch.com
mobile: 308-380-5563 office: 308-384-1032
1207 Allen Drive, Grand Island, NE 68803