

ADVERTISEMENT
REQUEST FOR PROPOSALS
FOR

ENGINEERING CONSULTING SERVICES
WATER MAIN PROJECT 2011-W-4

FOR THE
CITY OF GRAND ISLAND, NEBRASKA

Sealed proposals will be received by the **City Clerk's Office**, 100 E. First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802 until 4:00 pm (local time) on Wednesday, October 26, 2011 for **Preliminary Engineering, Final Design, and Construction Engineering Services related to Water Main Project 2011-W-4, for the City of Grand Island, NE.** Proposals received after the specified time will be returned unopened to sender. Proposals must be based on the City's Request for Proposal. Contact Tom Barnes, Civil Engineering Manager – Utilities Department, at (308) 385-5463, for further information.

The design for the water main project shall be in accordance with Nebraska Health and Human Services and Grand Island Utilities Department specifications and with good engineering practices for large municipal water distribution systems. The consultant staff shall be experienced with mechanical and civil/structural requirements of a water system, as well as regulatory and hydro/geological concerns.

The chosen consultant will be required to comply with the City's insurance requirements and fair labor standards.

Proposals should list: professional qualifications necessary for satisfactory performance, specialized experience and technical competence in the type of work required, past performance on contracts with government agencies and private industry, the capacity to accomplish the work in the required time, and location of the project and knowledge of the area. Proposals shall remain firm for a period of sixty (60) days after proposal due date. The City of Grand Island reserves the right to reject any or all proposals and to waive technicalities therein and accept whichever proposal that may be in the best interest of the City of Grand Island, at its sole discretion.

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Mary Lou Brown
(308) 385-5444, extension 140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

RaNae Edwards, City Clerk

REQUEST FOR PROPOSALS

FOR ENGINEERING CONSULTING SERVICES For Water Main Project 2011-W-4 For the City of Grand Island, Nebraska

Proposals

The Grand Island Utilities Department is soliciting proposals for engineering services for extension of the City's municipal water distribution system.

Proposals must be at the City of Grand Island City Clerk's office no later than 4:00 PM (local time), Wednesday, October 26, 2011. No exceptions to this deadline will be given. Please provide four (4) copies of your proposal in an envelope clearly marked on the exterior as containing "**Proposal for Engineering Consulting Services for Water Main Project 2011-W-4, City of Grand Island** to:

City Clerk
Attn: RaNae Edwards
PO Box 1968
Grand Island, NE 68802

Firms interested in submitting proposals should contact Tom Barnes, Civil Engineering Manager – Utilities Department, City of Grand Island, at (308) 385-5463, for any additional questions regarding the project.

In order to facilitate a review of the project proposals, the following information must be included in the proposal:

1. A letter of interest.
2. Organizational chart of key employees.
3. A narrative to include the approach to the project that meets the project schedule.
4. Experience with similar projects.
5. An acceptable Drug-Free Workplace Policy for the prime consultant and any sub consultant.
6. Proof of Insurance for the prime consultant and any sub consultant.

Proposal Terms and Conditions

The City will not pay any costs incurred by the firm in preparing or submitting the proposal. Proposals must remain firm for sixty (60) days from the proposal due date. The City of Grand Island reserves the right to refuse any or all proposals that may be in the best interest of the City of Grand Island, at its sole discretion. The City of Grand Island will contact the selected Consultant after the proposals have been reviewed and ranked.

Negotiations, including the development of a Detailed Work Plan, Work Plan Matrix and Cost, shall be conducted in accordance with the City of Grand Island Procurement Requirements. This RFP does not constitute any form of offer to contract.

Insurance

The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of Owner and others from claims which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by Contractor or by any subcontractor or anyone directly or

indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of Contractor to maintain proper insurance coverage shall not relieve him of any contractual responsibility or obligation.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the bidder cannot have the "endeavor to" language stricken, the bidder may elect to provide a new certificate of insurance every 30 days during the contract. Bidder shall immediately**

notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

Gratuities and Kickbacks

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Fair Employment Practices

Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

LB403

Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Section 504/ADA Notice to the Public

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

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DETAILED SPECIFICATIONS

SCOPE. The Grand Island Utilities Department is soliciting proposals for engineering services for extension of the City's municipal water distribution system.

DESCRIPTION. The City is considering extension of the municipal water distribution system to the Martin Acres/McLaughlin/Herbst/Schwartz Subdivisions and additional adjacent properties located in western Merrick County, Nebraska, shown on the attached drawings marked Exhibits "A", "B" and "C". The extension shall include the design of the water mains and service tap locations. Design of service tap lines will be by others.

PROJECT REQUIREMENTS. The design of the water mains shall be in accordance with Nebraska Health and Human Services and Grand Island Utilities Department standards and with good engineering practices for large municipal water distribution systems. The consultant staff shall be experienced with the mechanical and civil/structural requirements of a water system, as well as regulatory and hydro/geological concerns. Special concerns for this project are a looped main configuration to the area and high static pressure gradients. The City is currently using InfoWater Suite 7.0 SP1 with ArcGIS 9.3.1 for its distribution system modeling. Preference will be given to those firms with experience in large municipal water distribution systems.

The following is a list of activities anticipated for the project.

1. Design of water mains, including computer-based hydraulic modeling.
2. Topographical survey geo-referenced to section corners.
3. Preparation of specifications for construction.
4. Preparation of construction drawings, including surveying.
5. Submittal of plans to NHHS as required.
6. Preparation of recommended bidder list.
7. Assist the City in evaluating bids.
8. Assist the City in project management, including review of shop drawing and payment submittals.
9. Construction surveying and staking.
10. Daily construction management inspections and testing.
11. Certify construction in compliance with specifications and plans.
12. Prepare and submit to City complete "as-constructed records and drawings.

All submissions and work product, including complete plans, shall be submitted in electric format suitable for archiving by the City of Grand Island. Submissions shall include, but are not limited to CAD files, reports, environmental audits, studies, quantities/calculations, etc. The Consultant will not copyright any work product and the work will remain the property of the City of Grand Island.

PROPOSAL EVALUATION. The proposals will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

1. Proposal Responsiveness (x 1)
2. Company Experience (x 2)
3. Personnel Experience (x 2)
4. Commercial Terms (x 1)
5. Engineering Fees (x 1)

SITE INSPECTION. **The Contractor shall visit the project area prior to submittal of the Proposal to become familiar with the water system and project scope.** Site inspections can be arranged by contacting Tom Barnes, (308) 385-5463, for an appointment.

PROPOSAL QUALIFICATIONS. The Contractor shall be a consulting engineering firm with experience in the design and construction of municipal water systems as described in these specifications. All work is to be performed by or under the direct supervision of experienced engineers registered in the State of Nebraska.

PROPOSAL INFORMATION. The Proposal shall provide hourly fees by personnel classification, fee multiplier, a schedule of applicable expenses, and proposed contract. A list of projects of similar scope to those indicated in these specifications and client contacts shall also be provided. Proposed primary personnel with their qualifications and anticipated involvement in the project shall be included with the Proposal.

PRODUCT SCHEDULE. It is anticipated that the selected firm will be awarded the Contract for Engineering Services at the November 8, 2011 Council meeting. The selected firm shall be prepared to initiate work upon receipt of the Notice to Proceed. The anticipated start for construction is spring 2012 with the water mains operational on or before November 1, 2012.

PAYMENT. Payment for the engineering services will be determined by hours worked plus miscellaneous expenses, up to a predetermined "not to exceed" amount on a project basis. Time estimates for various portions of projects, man-hours by classification, and miscellaneous expense details may be requested.

ATTACHMENTS.

1. Resolution 2011-252
2. Water Main Extension Agreement Between the Union Pacific Railroad Company and the City of Grand Island, NE
3. Exhibit "A" – Existing City of Grand Island Water Distribution System and General Area to be Served by Water Main Project 2011-W-4
4. Exhibit "B" – Merrick County Project Area Map
5. Exhibit "C" – Aerial Photo

RESOLUTION 2011-252

WHEREAS, the former Nebraska Solvents Company operated a facility located at Stuhr Road and Highway 30 on property now owned by the Union Pacific Railroad Company; and

WHEREAS, the operation of that facility resulted in the release of tetrachloroethylene to the area groundwater; and

WHEREAS, the tetrachloroethylene has now migrated several miles to the east into Merrick County and contaminated private wells in several subdivisions around the Gunbarrel and Ft. Kearney Road area, and


WHEREAS, Union Pacific Railroad has enrolled in a voluntary remediation program administered by the Nebraska Department of Environmental Quality to develop a corrective plan; and

WHEREAS, the remediation action being recommended is to replace the private wells in that area by extending the City's water system; and

WHEREAS, the Railroad would reimburse the City for the engineering, material, and construction costs associated with that extension.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Water Main Extension Agreement with the Union Pacific Railroad Company, is hereby approved.

Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2011


Jay Vayricek, Mayor

Attest:


RaNae Edwards, City Clerk

Approved as to Form 
September 12, 2011 City Attorney

File

WATER MAIN EXTENSION AGREEMENT

THIS WATER MAIN EXTENSION AGREEMENT (this "Agreement") is entered into by and between Union Pacific Railroad Company, a Delaware corporation ("UP") and the City of Grand Island, Hall County, Nebraska, a political subdivision duly organized and existing under the Constitution and laws of the State of Nebraska (the "City"). The "Effective Date" of this Agreement shall be the date this Agreement is fully executed by the last of UP and the City to sign.

WITNESSETH:

WHEREAS, UP is the owner of certain real property located at 1200 Highway 30 East, Grand Island, Hall County, Nebraska (the "UP Property");

WHEREAS, elevated levels of hazardous substances are present in the groundwater beneath the residential properties near the UP Property, as depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Residences");

WHEREAS, UP has agreed to facilitate the extension of water mains as part of an environmental remedy approved by the Nebraska Department of Environmental Quality ("NDEQ") under RAPMA #36-336-4923 by providing funding to the City; and

WHEREAS, the City has agreed to extend its water mains to provide potable water to the Residences, subject to reimbursement from UP, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby grant, covenant and agree as of the Effective Date as follows:

1. Extension of Water Mains.

a. Designer The City shall select a design firm with sufficient expertise and experience for the work contemplated herein. The design firm shall hold the appropriate licenses and/or certifications required by the State of Nebraska to perform such work. City's choice of any designer shall be subject to the approval of UP, which approval shall not be unreasonably withheld. If UP does not disapprove of City's selection of a designer within ten (10) days after the date UP receives City's notice of the same, City's choice shall be deemed approved by UP. UP anticipates that the contract with the designer will be on a fixed fee basis. Such contract shall be subject to UP's approval.

b. Submission of Plans. The City shall submit to UP the design, plans and specifications, including a cost estimate (the "Water Main Extension Cost Estimate"), for the extension of the water mains for UP's approval. UP shall provide its approval, or reasons for disapproval, of the Water Main Extension Plans within fifteen (15) days after receipt of the same from the City. If UP does not disapprove of City's selection of the plans within fifteen (15) days after the date UP receives City's notice of the same, City's plans shall be deemed approved by UP. The water main extension will be designed to provide potable water and fire protection supply to the Residences in accordance with Nebraska Health and Human Services and Grand Island Utilities Department standards and with good engineering practices for large municipal water distribution systems. The

trunk water main extension shall follow substantially the same route as identified on Exhibit "A", which route is anticipated to follow the existing City right of way. The City shall obtain UP's prior written approval before acquiring any additional property rights that may become necessary for the installation of the trunk water main extension.

c. Approved Plans. No significant deviation from the approved Water Main Extension Plans shall be permitted unless approval of such deviation is specifically agreed to in writing by UP. Notwithstanding anything to the contrary contained herein, UP's approval of any plans and specifications submitted by the City pursuant to this Section or otherwise is not intended and shall not be deemed to constitute a representation, warranty or assurance of any kind that such plans and specifications comply with any applicable codes or requirements or that the water main extension is adequate for the purpose for which it is designed or installed. The City shall be solely responsible for the compliance of the design, plans and specifications and for the quality and structural integrity of any work completed by the City.

d. Contractor. The City shall select a contractor with sufficient expertise and experience for the work contemplated herein. The contractor shall hold the appropriate licenses and/or certifications required by the State of Nebraska to perform such work. City's choice of any contractor or subcontractor shall be subject to the approval of UP, which approval shall not be unreasonably withheld. If UP does not disapprove of City's selection of a contractor within ten (10) days after the date UP receives City's notice of the same, City's choice shall be deemed approved by UP. UP anticipates that the contract with the contractor will be on a fixed fee basis and will require contractor to carry liability insurance, in amounts and from an insurance company acceptable to the City and UP, listing the City and UP as additional insureds. Such contracts shall be subject to UP's approval.

e. Completion of Extension. Upon receipt of UP's approval of the Water Main Extension contractor, the City shall commence work to extend the water mains and shall work diligently on such extension until completion. The City shall use its best efforts to complete the work to extend the water mains so that the mains are operational on or before November 1, 2012. The work contemplated hereunder shall be performed in a first-class, good and workmanlike manner.

f. Reimbursement. UP shall reimburse City for reasonable costs paid by the City to the design firm and contractor for the design and construction of the water main extension. UP shall reimburse any administrative or management costs incurred internally by the City. Reimbursement shall be made to the City within thirty (30) days after UP's receipt of an invoice from the City documenting the actual costs paid by the City; provided, however, progress payments shall not exceed the amounts on the schedule set forth below:

- | | | |
|------|----------------------|--|
| i. | Designer selected | 50% of design fee |
| ii. | UP approval of plans | 50% of design fee |
| iii. | Construction | Progress Payments
(amounts not to exceed percentage
of completed construction) |

Progress payments shall be made no more frequently than once every thirty (30) days. In the event the costs of the work exceed the initial fixed price amount of the contract, UP shall have the right to approve such additional costs.

g. Indemnity. City shall indemnify, defend and hold UP, its officers, employees and agents harmless from and against (i) any and all liabilities, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments for personal injury to any person or persons (including, without limitation, any employee of City or City's contractor or subcontractors), or any damage to any property arising from or in any manner connected with the completion of the work contemplated herein, and (ii) from and against all legal costs and charges, including attorneys' fees, incurred in connection with any such matters and the defense of any action arising out of the same. Except for UP's obligations to reimburse City for payments made to the design firm and contractor as provided above, City, for its self and its officers, employees, agents, licensees, contractors or invitees, hereby releases and discharges UP, its officers, employees and agents, from and against any and all claims arising out of City's completion of the work. The indemnity and release in this Section shall survive the expiration or termination of this Agreement.

2. Extension of Service Lines. UP anticipates that it will offer the owners of the Residences the opportunity to connect to the City's trunk water main at UP's cost and expense on terms proposed by UP; provided that such owners agree to connect to the water main within six (6) months after completion of the water main extension. City agrees to waive any and all tap or other connection fees for the connection of the Residences to the water main extension within such six (6) month period. After the expiration of such six (6) month period, UP expects to have no further responsibility of any kind for any connections between any Residences and the water main, and any connection to the water main extension shall be at the homeowner's expense. The terms of agreement between UP and the owners of the Residences with regard to connection to the water main shall be made pursuant to separate contracts, copies of which shall be provided to City for purposes of confirming the tap or other connection fee waiver. If UP should pay for the connection of the Residences that choose to connect within the six (6) month period, UP would pay for connection only and shall in no way be responsible for any ongoing maintenance, repairs, replacements or any water services charges for such Residences.

3. Ownership and Maintenance.

a. Ownership. City shall be the sole owner of the newly constructed water main and all associated equipment and improvements, including, but not limited to, pipes, fire hydrants, all valves, thrust restraints, and all appurtenances (the "Water Line"). UP does not have nor will it have an ownership interest in any portion of the newly constructed water main. UP's responsibilities under this agreement are limited only to reimbursement of the City's costs for design and installation of the water main extension as specifically set forth herein.

b. Operation and Maintenance. City shall, at City's sole cost and expense, perform all operation and maintenance of the Water Line. These tasks may include, but are not limited to, pipe flushing, chlorination, pressure regulation, pressure testing, replacement and repairs.

c. Water Use Charges. Collection of any fees and water use charges shall be the responsibility of the City. UP will not act as an agent for the City in the collection of any fees from residents.

4. Notices. Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) personally delivered; (ii) delivered by a reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) three (3) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

If to UP: Union Pacific Railroad Company
1400 Douglas Street – Stop 1030
Omaha, NE 68179
Attn: Jeff McDermott
Telephone: (402) 544-3675

If to the City: The City of Grand Island
100 East First Street
Grand Island, NE 68801
Attn: Tim Luchsinger, Utilities Director
Telephone: (308) 385-5444 X280

5. Miscellaneous.

a. Recitals. The Recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

b. Choice of Law. This Agreement shall be governed by the laws of the State of Nebraska.

c. Severability. In the event that any of the provisions of this Agreement, or portions or applications hereof are held to be unenforceable for any reason, or shall be held by any court or competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall remain in full force and effect.

d. Amendment. This Agreement may not be modified or omitted except by an instrument in writing signed by both parties.

e. Counterparts. This Agreement may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and the signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement. As to the parties, it may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

g. No Waiver. Acceptance may be expressly provided; otherwise in this Agreement, no failure on the part of either party or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder or thereunder shall operate as a waiver thereof; nor shall any single or partial exercise for either party or any of its agents have any right, power or remedy hereunder or thereunder preclude any other or future exercise thereof with the exercise of any other right, power or remedy.

h. Representation on Authority of Parties/Signatories. Each party signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the parties. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such parties' obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereby affirm this Conveyance and Indemnification Agreement as their true act and deed as of the day and year first above written.

UNION PACIFIC RAILROAD COMPANY

By: R.M. Grimalta
Name: R.M. GRIMALTA
Title: VP + CSO
Date: 9 September, 2011

THE CITY OF GRAND ISLAND, HALL
COUNTY, NEBRASKA

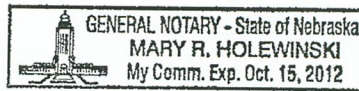
By: Jay Vauricek
Name: Jay Vauricek
Title: Mayor
Date: September 15, 2011

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 9th day of September, 2011, by R.M. GRIMALA as JP + CSO of Union Pacific Railroad Company.

Mary R. Holewinski
Notary Public

My Commission expires: October 15, 2012

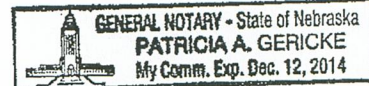


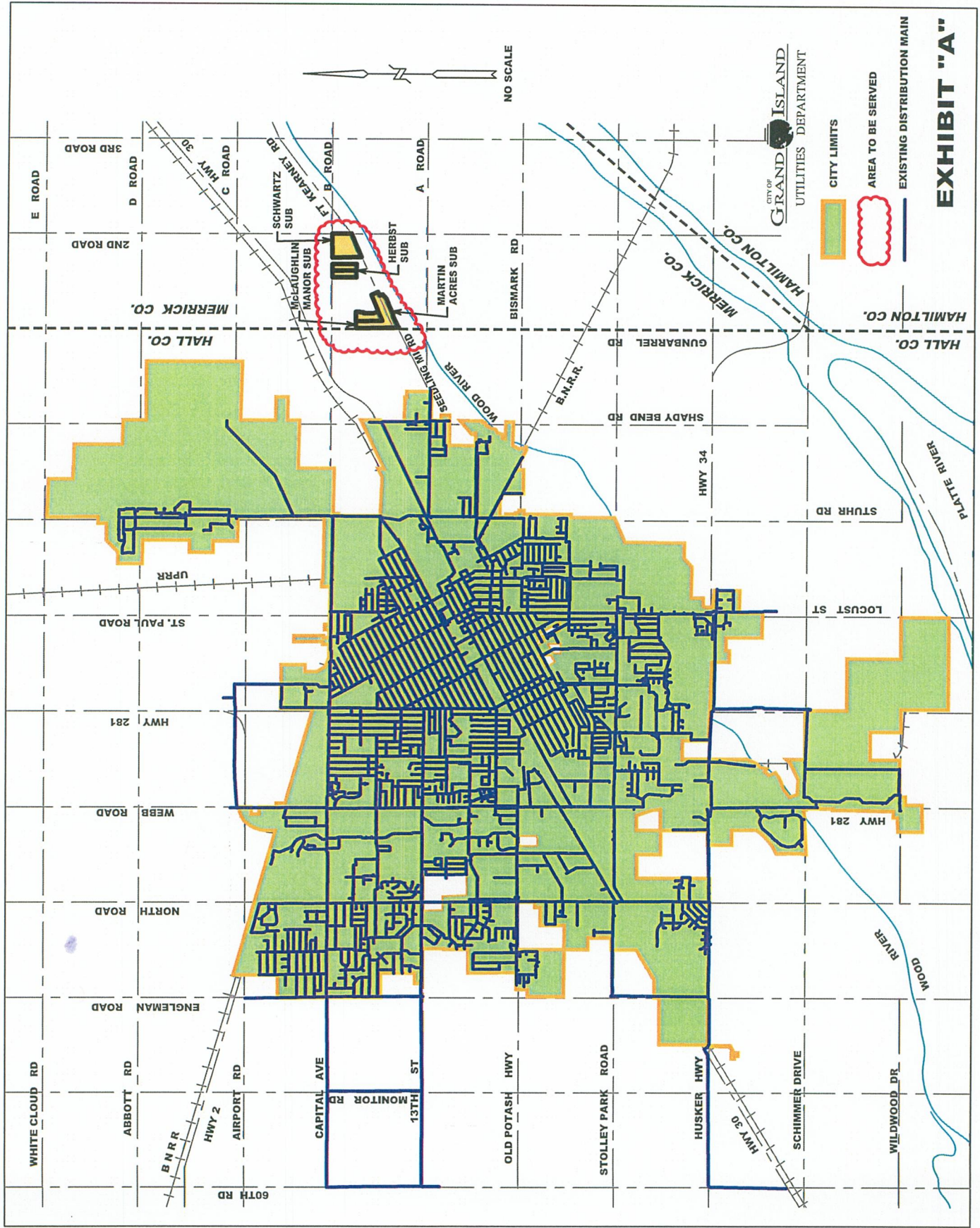
STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

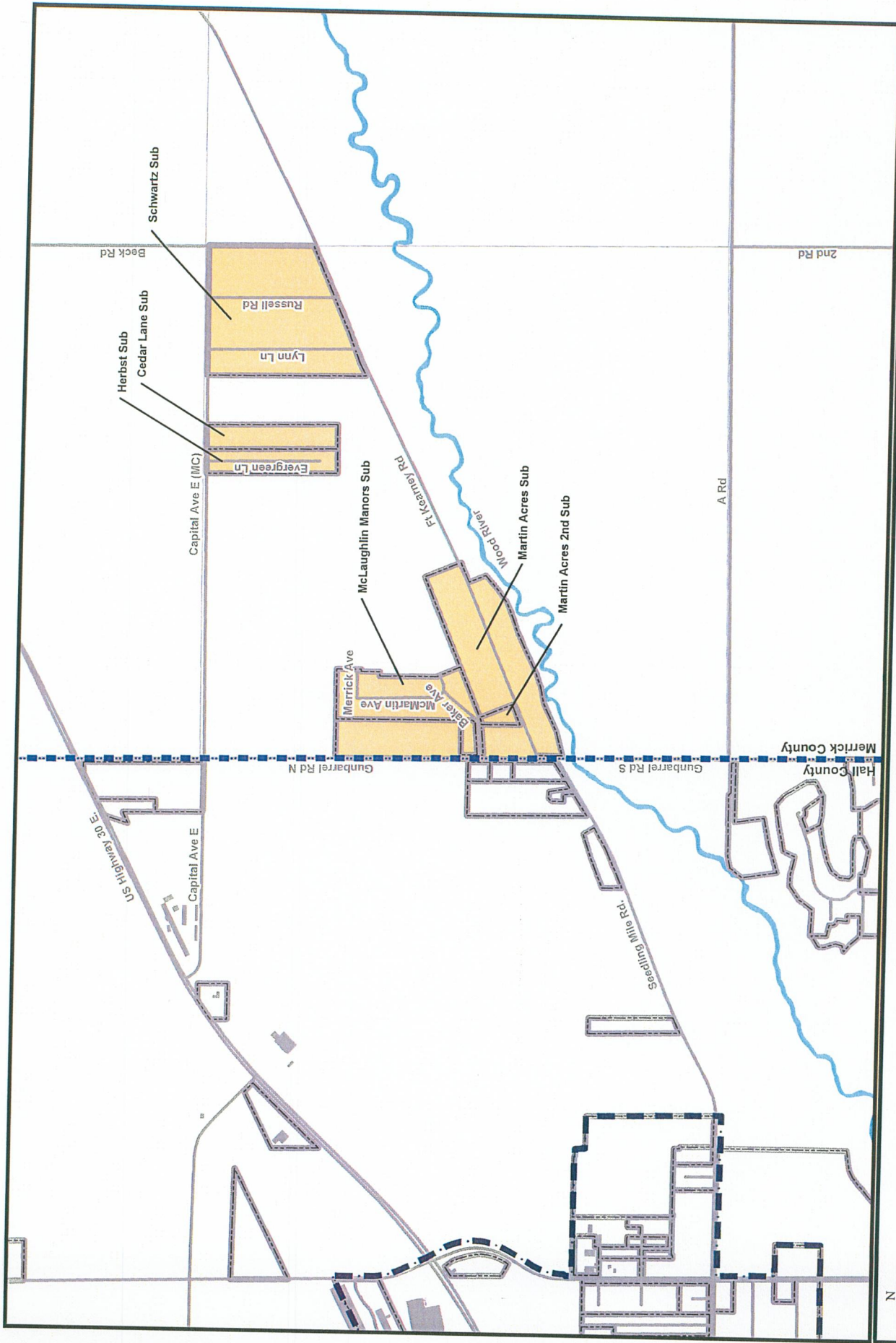
The foregoing instrument was acknowledged before me this 15th day of September, 2011, by Jay Vavricek as Mayor of the City of Grand Island, Hall County, Nebraska.

Patricia A. Gericke
Notary Public

My Commission expires: 12-12-2014







CITY OF GRAND ISLAND
 UTILITIES DEPARTMENT

Legend

- County Line
- River
- City Limits
- Section Line
- Subdivision

EXHIBIT "B"



EXHIBIT "C"