



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G11

**#2011-302 - Approving Change Order No. 1 for Grand Island
Quiet Zone Project No. 2012-QZ-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: October 11, 2011

Subject: Approving Change Order No. 1 for Grand Island Quiet Zone Project No. 2012-QZ-1

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$247,718.25 contract by the City Council on September 13, 2011 for the Grand Island Quiet Zone; Project No. 2012-QZ-1.

Discussion

On September 27, 2011 City Council approved the Maintenance Consent Letter for Public Road Crossing with the Union Pacific Railroad (UPRR), for both the Oak Street and Pine Street crossings. This consent letter states, "the City shall include as part of its contract with the Contractor, the State of Nebraska's current Special Provisions Relating to Work on Union Pacific Railroad's property." Public Works received UPRR approval to modify the State of Nebraska's Special Provisions to make them applicable for City of Grand Island projects.

The main requirements of the Special Provisions are:

- To have the City's contractor obtain and provide to the Railroad the Railroad's current insurance requirements including all insurance binders, certificates and endorsements required therein;
- Requirements for reimbursement for flagging protection;
- To give the Railroad at least ten (10) days advance notice that flagging is needed;
- Railroad safety training;
- Protection of utilities.

Attached for reference is a copy of the approved Union Pacific Special Provisions for City of Grand Island Projects. These Special Provisions shall apply for work at all

crossings and for work not specifically addressed by the requirements in the Wayside Horn Agreement for the Walnut Street crossing.

This is a “no cost” change order; therefore the contract amount will not increase.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for the Grand Island Quiet Zone Project No. 2012-QZ-1.

Sample Motion

Move to approve the resolution.

**UNION PACIFIC RAILROAD SPECIAL PROVISION
FOR CITY OF GRAND ISLAND PROJECTS**

For purposes of these Special Provisions, Union Pacific Railroad Company is referred to as "UPRR" and the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of UPRR's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents.

UPRR shall provide an inspector or inspectors for any direct labor work undertaken by UPRR, the City or Contractor on or in connection with the Project as a Project expense.

I. RAILROAD SAFETY TRAINING

- A. UPRR requires that anyone working within 25 feet of any track be trained in Federal Railroad Administration (FRA) Roadway Worker Protection. This training is available from several sources, including other railroads, railroad industry training professionals and computer based training. UPRR requires such training per 49 CFR 214.343 but does not endorse any specific Roadway Worker Protection Training.
- B. UPRR requires that anyone working on UPRR property, although greater than 25 feet from the track, be trained on the minimum UPRR safety requirements. This training is available from several sources, including a video and pamphlet entitled "Minimum Safety Requirements for Engineering Department Contractors" and computer based training. This training is in addition to the regulatory training described in Paragraph A above.
- C. The Contractor, or its agents or representatives, will not be allowed on UPRR railroad right-of-way until it has successfully completed the mandatory safety training as outlined above. The Contractor must furnish employees with documentation that they have completed the required regulatory and UPRR safety training. This can be accomplished by issuing cards showing the employee's training, issuing lists of employees who have completed specific training or by having available, at the job site, other forms of documentation.
- D. The Contractor will be responsible for all costs associated with attending each training class.

II. FLAGGING PROTECTION

- A. The Contractor shall notify UPRR's Manager of Track Maintenance, Ryan Collins, 402-501-3817 or 402-289-7583, at least fifteen (15) working days in advance of the Contractor's commencement of work and at least ten (10) working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) can reach to within 25 feet of any track. This notice shall include the Project Number, the Contractor's name, date of flagging, location of flagging services to be provided, and an estimate of the expected duration of flagging. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials or vehicles shall be located, operated, placed or stored within 25 feet of any railroad track at any time, for any reason, unless and until a UPRR flagger is provided. Upon receipt of such 10 working day notice, the Manager of Track Maintenance will determine and inform the Contractor whether a flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by UPRR, such services will be provided at the Contractor's expense with the understanding that if UPRR provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein.
- B. Prospective bidders shall familiarize themselves fully with all flagging special provisions of UPRR.

III. REIMBURSEMENT TO UPRR FOR FLAGGING COSTS

- A. The Contractor shall promptly pay UPRR all charges connected with such flagging services within thirty (30) calendar days after the Contractor's receipt of the monthly billing or final billing from UPRR. To enable orderly flagger reassignment to other projects the Contractor shall be required to notify the UPRR Manager of Track Maintenance described in Paragraph A above at least five (5) working days prior to the termination of flagging needs or five (5) working days prior to completion of the Contractor's Project work, whichever is sooner. The Contractor may request a final billing at this time. The Contractor shall inform the following UPRR Manager of Industry and Public Projects person in writing, Mike Blackley, 402-544-2029, when the project is complete. The City shall not make final payment to the Contractor until UPRR has provided written notification to the City that the Contractor has paid UPRR in full for all flagging or other protective services expenses that UPRR has billed to the Contractor in connection with the Project. The Contractor is responsible for all flagger requests and payments on the Project. The Contractor's work may be suspended upon notice of non-compliance from UPRR until required flaggers or other protective measures are in place. UPRR will notify the Contractor when non-compliance is reported by UPRR train crews or other UPRR employees.
- B. The rate of pay per hour for each worker will be the UPRR prevailing hourly rate in effect for an eight-hour day for the class of worker used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed, a full eight-hour day greater during which any flagger is furnished shall be charged in full to the City's Prime Contractor. The estimated cost for one flagger is \$1200.00 per day.

A full eight-hour day or greater will not be split between any Contractor. In addition to the cost of such labor, a composite charge for vacation, holiday,

health and welfare, supplemental sickness, Railroad Retirement and UC, supplemental pension, Employee, Liability & Property Damage, and administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day that flagging was performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between UPRR and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges. The Contractor shall also be required to pay UPRR for all other expenses incurred by UPRR including, but not limited to, travel time, travel expense, set up and take down activities associated with any Railroad flagging or protective services provided by the Railroad.

- C. Reimbursement to UPRR will be required covering the full eight hour day during which any flagger is furnished, unless they can be assigned to other UPRR work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other UPRR work. Reimbursement will also be required for any day not actually worked by said flagger following its assignment to work on the Project for which UPRR is required to pay the flagger and which could not reasonably be avoided by UPRR by assignment of such flagger to other work, even though the Contractor may not be working during such time.

IV. PROTECTION OF UTILITIES

- A. Before the Contractor begins its operations on UPRR right-of-way it shall confer with the designated representatives of the City and UPRR with regard to any underground or overhead utilities which may be on or in close proximity to the site of the work. The Contractor shall take such measures as the City or UPRR may direct in protecting those utilities properly throughout the period its construction operations are in progress. The party or parties owning or operating overhead or underground utilities shall perform the actual work of moving, repairing, reconditioning or revising those utilities, except as otherwise provided in the contract. Whenever and wherever such operations are undertaken by owners of utilities, the Contractor shall cooperate to the extent that ample protection of its work will be provided so that the entire work that is contemplated in the contract may be expedited to the best interests of all concerned, as judged by the engineer for the City
- B. The Contractor shall be responsible for any and all damages to utilities that are permitted to remain in place, or to reconstructed utilities in the vicinity, which may be due either directly or indirectly to its operations, and shall repair promptly any such damaged property to the satisfaction of the City's engineer and the owner of the property, or shall make payment to such owners for repairs as may become necessary on account of damages that are due to its operations.
- C. Direct payment for this work will not be made but it shall be considered that the protection of the utilities is subsidiary to any or all of the items for which the contract provides that direct payment shall be made.

- D. The Contractor shall telephone UPRR during normal business hours (7:00 am to 9:00 pm, Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on UPRR's property to be used by the Contractor. If there is fiber optic cable, the Contractor shall telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. The Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

V. WRITTEN NOTICE TO UPRR

The Contractor shall give written notice to UPRR's Manager Industry and Public Projects, Mike Blackley, 402-544-2029; to his or her authorized representative, at least fifteen (15) days in advance of the date on which it expects to begin any work under or adjacent to any of the tracks of UPRR or it expects to begin any construction work on the right of way of UPRR. The Contractor shall also give written notice to such UPRR Manager of Industry and Public Projects, no later than fifteen (15) days after completion of all work on UPRR's right of way.

VI. BRIDGE REMOVAL PLANS

- A. If any existing bridge or portion thereof, needs to be demolished and removed, the Contractor, at its expense, shall submit to UPRR by certified mail three (3) complete sets of the Bridge Removal Plan. The Bridge Removal Plan shall include details, procedures and the sequence of staged removal of the bridge, including all steps necessary to remove the bridge in a safe and controlled manner.
- B. The Contractor shall submit to UPRR: three (3) complete sets of the Contractor's Bridge Removal Plan for review and comments. The Bridge Removal Plan shall be sealed by a Civil or Structural Engineer registered in the State of Nebraska. A minimum of thirty (30) days shall be allowed for UPRR's review after the complete submittal is received and approved by UPRR. The Contractor shall not perform any bridge removal work until it has received written approval from UPRR of the Contractor's final Bridge Removal Plan. The Bridge Removal Plan and all demolition work shall conform to the requirements of the "Guidelines for Preparation of a Bridge Demolition and Removal Plan for Structures over Railroad" (Attachment XX) and "Guidelines for Temporary Shoring" (Attachment XX).

VII. PROTECTION OF PROPERTY

- A. The Contractor shall use the utmost care to guard against accidents or cause the least possible interference with the operation of trains of UPRR and the telephone, telegraph or signal lines of UPRR or of any tenant of UPRR's right-of-way. The Contractor shall use the utmost care in guarding against injury to underground and overhead public utilities and services at or near the site of the work.
- B. All work to be done under this contract shall be handled by the Contractor so as to not interfere with the use of tracks, wires, signals and property of UPRR or its tenants, and the underground or overhead services of public and private utilities,

and the Contractor shall be responsible for any damages which may be sustained by UPRR, its tenants, employees, passengers or freight in its care, or by the owners of any public or private overhead or underground services caused by such interference which could have been avoided by the proper handling of said work. The Contractor shall discontinue immediately, upon request of the engineer or UPRR representative, any practices or actions which, in the opinion of the engineer or UPRR representative, are unsafe or cause damage to underground or overhead services of public or private utilities, or which might result in delays to trains, engines or cars, or damage to tracks, roadbed, telephone, telegraph or signal wires.

- C. The Contractor shall take all precautions for the purposes of protecting the embankment of all railroad tracks as may be determined necessary by the authorized representative of UPRR. The Contractor shall affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and calculations pertaining to details for sheeting or otherwise protecting excavations next to or adjacent to railroad tracks if necessary and noted on the City's Plans. The Contractor also shall take all precautions for the protection of underground and overhead services either public or private, as may be determined by the engineer.
- D. The Contractor shall not place or permit to be placed, or remain, piles of material or other temporary obstructions closer than 12 feet (3.7 meters) to the centerline of the nearest construction forms and scaffolding track or closer than 21 feet (5.56 meters) above the top of any rail of any track.
- E. Any changes necessary in the clearance set forth above shall be made only by special arrangements with the UPRR Manager Industry and Public Projects that is named in Section V above.

VIII. UPRR CROSSINGS

- A. The Contractor shall use only public roadways, or approved temporary crossings that are specifically shown on the plans, to cross railroad tracks. Every attempt should be made to use public roadways. If the Contractor should require a temporary crossing for construction purposes at a location other than an existing public crossing, provisions for such crossing shall be negotiated with UPRR by the Contractor, and all costs for such crossing shall be borne by the Contractor. It is not guaranteed that UPRR will grant a temporary crossing. The requirements of these Special Provisions shall apply, and all costs for such crossing, shall be borne by the Contractor.
- B. Prospective bidders should familiarize themselves with UPRR temporary crossing and insurance requirements before bidding on the work.

IX. INSPECTION

The work shall be subject to the inspection of the properly authorized representatives of UPRR and that such inspection shall in no manner make UPRR a party to this contract and will in no manner interfere with the rights of either party hereunder.

X. INDEMNITY

- A. The City agrees to insert the following provision in any contract in which the City's Contractor will have access to UPRR's property:

To the extent allowed by law, Contractor hereby releases and shall indemnify, defend and hold harmless UPRR, its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents for, from and against any and all claims, liabilities, fines, penalties, damages, losses, liens, causes of action, actions, suits, demands, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) and judgments (collectively, "Claims"), of any nature, kind or description of any person (including, without limitation, the employees of the parties hereto and the employees of UPRR) or entity directly or indirectly arising out of, resulting from, or related to (in whole or in part) (i) the use, occupancy or presence of City, Contractor, or its subcontractors, employees or agents, in, on, or about UPRR's property pursuant to this Agreement; (ii) the performance or failure to perform by Contractor, its subcontractors, employees, or agents, its work or any obligation under this Agreement; or (iii) the sole or contributing acts or omissions of Contractor, its subcontractors, employees, or agents, in, on, or about UPRR's property pursuant to this Agreement. Contractor's duty to defend under the above indemnity provision includes, without limitation, the obligation of Contractor to appear and defend in the name of UPRR, any suits or actions brought against UPRR with respect to any such Claims, and to pay and satisfy any final judgment that may be rendered against UPRR in any such suit or action. THE LIABILITY AND DUTY TO DEFEND ASSUMED BY CONTRACTOR UNDER THE ABOVE INDEMNITY PROVISION WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF UPRR, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE, EXCEPT (I) TO THE EXTENT THAT SUCH CLAIM WAS PROXIMATELY CAUSED BY THE ACTIVE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF UPRR OR ITS EMPLOYEES, SERVANTS OR AGENTS, OR (II) FOR CLAIMS ARISING SOLELY OUT OF THE NEGLIGENT ACTIONS OF UPRR OR ITS EMPLOYEES, SERVANTS OR AGENTS.

- B. If Contractor fails to indemnify, defend and hold UPRR harmless as provided in the above indemnity provision, then to the extent allowed by law, the City shall indemnify, defend and hold UPRR harmless under the above indemnity provision as if City were Contractor.

XI. **INSURANCE**

The Contractor shall carry the following insurance coverage:

- A. **Commercial General Liability** insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$3,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. Coverage must be purchased on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage), including but not limited to coverage for the following:

- Bodily injury including death and personal injury
- Property damage
- Fire legal liability
- Products and completed operations

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- The exclusions for railroads (except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
- Waiver of subrogation

- B. **Business Automobile Coverage** insurance. This insurance shall contain a combined single limit of **at least \$3,000,000** per occurrence or claim, and must be purchased on ISO form CA 00 01 (or substitute form providing equivalent coverage), including but not limited to coverage for the following:

- Bodily injury and property damage
- Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

- The exclusions for railroads (except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.

Motor Carrier Act Endorsement- Hazardous materials cleanup (MCS-90) **if required by law.**

- C. **Workers Compensation and Employers Liability** insurance including but not limited to:
Contractor's statutory liability under the workers' compensation laws of the State of Nebraska

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit
- \$500,000 each employee

If rules and regulations issued by the State of Nebraska require the Contractor to participate in the State's Worker's Compensation fund and if Workers Compensation insurance will not cover the liability of Contractor, Contractor shall comply with such rules and regulations. If Contractor is self-insured, evidence of

City approval must be provided along with evidence of excess Workers Compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance:**

Alternate Employer Endorsement

- D. **Umbrella or Excess Policies** in the event Contractor utilizes umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.
- E. **Railroad Protective Liability** insurance naming only UPRR as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be purchased on ISO Form CG 00 35 12 04 (or a similar form providing equivalent coverage). A binder stating the policy is in place must be submitted to UPRR until the original policy is forwarded to UPRR.

Other Requirements

- F. Punitive damage exclusion must be **deleted, which deletion shall be indicated on the certificate of insurance:**
- G. Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against UPRR. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against UPRR for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary over any insurance carried by UPRR, other than a Railroad Protective Liability Policy or an umbrella or excess liability policy. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests. Severability of interest and naming UPRR as an additional insured shall be indicated on the certificate of insurance. The coverage provided to UPRR as additional insured shall provide coverage for UPRR's negligence, except for UPRR's sole negligence, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law: (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractors Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor. (2) Contractor shall require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads: ISO Form CG 24 17 10 01 (or substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

- I. Prior to commencing any Project work, Contractor shall furnish to UPRR original certificates of insurance evidencing the required coverage, endorsements and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify UPRR in writing of any cancellation or material alteration. Upon request from UPRR, a certified duplicate original of any required policy shall be furnished.
- J. Any insurance policy shall be written by a reputable insurance company acceptable to UPRR or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Nebraska.
- K. Contractor WARRANTS that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement and acknowledges that Contractor's insurance shall be primary over any insurance carried by UPRR, other than a Railroad Protective Liability Policy or an umbrella or excess liability policy.
- L. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UPRR shall not be limited by the amount of the required insurance coverage.

XII. ADDITIONAL RIGHT-OF-WAY

The City right of way plans show the permanent and temporary easements acquired or to be acquired by the City for this Project. Any additional land or easements that the Contractor may desire for the construction of the Project, shall be provided by the Contractor at its own expense.

XIII. RESTORATION OF UPRR PROPERTY

In the event the Contractor shall in any manner move or disturb other property of UPRR, in connection with the use of the said property, then, and in that event, the Contractor shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed.

XIV. FINAL CLEAN UP

The Contractor, upon the completion of the work contemplated in this contract, shall remove all machinery, equipment, surplus materials, falsework, rubbish, ditches, and temporary building, furnished or erected by him from within the limits of the right of way of UPRR and shall leave the said right of way in a condition acceptable to UPRR's Manager of Track Maintenance, or his authorized representative.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: October 11, 2011

PROJECT: Grand Island Quiet Zone Project No. 2012-QZ-1

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: September 13, 2011

To incorporate the **Union Pacific Railroad Special Provision for City of Grand Island Projects** into the Grand Island Quiet Zone Project No. 2012-QZ-1 contract with The Diamond Engineering Company of Grand Island, Nebraska. Requirements in this Special Provision are listed below.

- Railroad Safety Training
- Flagging Protection
- Reimbursement to Union Pacific Railroad (UPRR) for Flagging Costs
- Protection of Utilities
- Written Notice to UPRR
- Bridge Removal Plans
- Protection of Property
- UPRR Crossings
- Inspection
- Indemnity
- Insurance
- Additional Right-of-Way
- Restoration of UPRR Property
- Final Clean Up

This Special Provision shall apply for work at all railroad crossings and for work not addressed by the requirements in the Wayside Horn Agreement for the Walnut Street crossing. The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order	\$247,718.25
Net Increase/Decrease Resulting from this Change Order.....	\$ 0.00
Revised Contract Price Including this Change Order	\$ 247,718.25

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

_____ The Diamond Engineering Company
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2011-302

WHEREAS, on September 13, 2011, by Resolution 2011-242, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$247,718.25 for the Grand Island Quiet Zone Project No. 2012-QZ-1; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will not change the contract amount of \$247,718.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 7, 2011	☐ City Attorney