



City of Grand Island

Tuesday, February 14, 2006

Council Session

Item G11

#2006-39 - Approving Contract for Architectural/Engineering Services for Household Hazardous Waste and Recycling Complex

Staff Contact: Paul Bresino

Council Agenda Memo

From: Paul M. Briseno, Assistant to the City Administrator

Meeting: February 14, 2006

Subject: Approving Contract for Architectural Services Design for a Household Hazardous Waste Collection and Recycling Facility

Item #'s: G-11

Presenter(s): Paul M. Briseno, Assistant to the City Administrator

Background

At the February 2004 City Council retreat, the Grand Island City Council identified the development of a permanent, regional Household Hazardous Waste (HHW) facility as a community goal. A committee and business plan has been presented to the council in January 2005. The first step in obtaining a permanent facility was realized in 2005 when the City of Grand Island received a grant from the Nebraska Department of Environmental Quality to fully fund architectural services.

Discussion

The City Council has before it a contract for retaining the services of Miller and Associates/Milco, to design a household hazardous waste collection and recycling facility at the municipal transfer station. The contract has been negotiated by the Household Hazardous Waste Collection and Recycling Committee representative and by the City Attorney's Office. We are recommending the approval of this contract.

Alternatives

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

1. Move to approve the contract to retain Miller and Associates/Milco to design a household hazardous waste collection and recycling facility.

2. Deny the proposed contract.
3. Postpone the issue to a future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council approve the contract between the City of Grand Island and Miller and Associates/Milco for designing a household hazardous waste collection and recycling facility.

Sample Motion

Motion to approve the contract with Miller and Associates/Milco for designing a household hazardous waste collection and recycling facility.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ARCHITECTURAL/ENGINEERING SERVICES FOR
HOUSEHOLD HAZARDOUS WASTE AND RECYCLING COMPLEX**

RFP DUE DATE: December 2, 2005 at 4:00 p.m.
DEPARTMENT: Administration
PUBLICATION DATE: November 11, 2005
ESTIMATE: \$75,000.00
ACCOUNT NO: 25111601-85213
NO. POTENTIAL BIDDERS: 11

SUMMARY OF PROPOSALS RECEIVED

Jacobson Helgoth Consultants
Omaha, NE

Olsson Associates
Grand Island, NE

MILCO Environmental Services, Inc.
Kearney, NE

JEO
Lincoln, NE

cc: Paul Briseno, Assist. to City Administrator
David Springer, Finance Director
Laura Berthelsen, Legal Assistant

Gary Greer, City Administrator
Dale Shotkoski, Purchasing Agent

P1042

RESOLUTION 2006-39

WHEREAS, the City Council in Resolution 2005-27, authorized City staff to submit an application to the Nebraska Department of Environmental Quality for a grant to pay the cost of hiring an architect and engineering firm to design a Household Hazardous Waste Facility; and

WHEREAS, the City was successful in obtaining a grant of \$75,000 to pay for architectural and engineering services for a Household Hazardous Waste Facility; and

WHEREAS, the City advertised a Request for Proposals for Architectural / Engineering Services for the Design of a Permanent Household Hazardous Waste and Recycling Complex; and

WHEREAS, City staff reviewed the proposals submitted in response to the Request for Proposals and selected the proposal of MILCO Environmental Services, Inc.; and

WHEREAS, City staff has negotiated an "Agreement for Environmental Consulting Services" for engineering and architectural services for designing the facility, assisting with bidding and negotiations with contractors and construction supervision; and

WHEREAS, the MILCO proposal for the above-referenced services is a lump sum fee in the total amount of \$67,500.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island accepts the "Agreement for Environmental Consulting Services" for architectural, engineering, bidding and construction supervision for a Household Hazardous Waste Facility for a lump sum fee in the total amount of \$67,500.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the "Agreement for Environmental Services" with MILCO Environmental Services, Inc.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 14, 2006.

Jay Vavricek, Mayor

Attest:

Approved as to Form ☐ _____
February 9, 2006 ☐ City Attorney

RaNae Edwards, City Clerk



MILCO
Environmental Services, Inc.

1111 Central Avenue
Kearney, NE 68847
Tel: 308-237-5923
Fax: 308-234-1146
E-mail: milco@ocsmccook.com

February 3, 2006

Mr. Paul M. Briseno
Assistant to the City Administrator
City of Grand Island
P.O. Box 1968
Grand Island, NE 68802



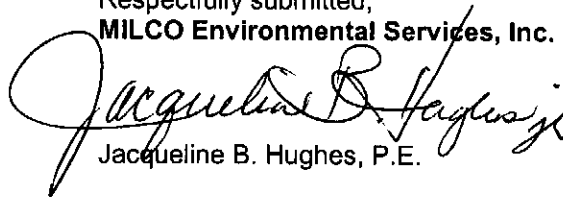
Re: Household Hazardous Waste and Recycling Complex
Grand Island, Nebraska
Project No. M149-G1-06-06

Dear Mr. Briseno:

Enclosed are three (3) final copies of the Agreement for Environmental Consulting Services for the Council's consideration and signatures.

If you have further questions regarding this agreement, please feel free to contact me at 308/345-4741.

Respectfully submitted,
MILCO Environmental Services, Inc.

A handwritten signature in cursive script that reads "Jacqueline B. Hughes, P.E.".

Jacqueline B. Hughes, P.E.

JBH/jh

Enclosure

AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT is made this _____ day of _____, 2006, and entered by and between the *CITY OF GRAND ISLAND*, hereinafter referred to as "Client", and *MILCO ENVIRONMENTAL SERVICES, INC.*, hereinafter referred to as "Consultant." This Agreement consists of this document which contains the general terms and conditions to which the parties mutually agree and includes Attachment A (Scope of Services) and Attachment B (Compensation Provisions) attached to this document and by this reference incorporated herein as part of this Agreement. In consideration of the mutual promises, covenants and agreements contained herein, the parties agree:

ARTICLE 1: ENGAGEMENT

1.1 The Client hereby engages Consultant and Consultant hereby accept the engagement to perform certain professional environmental services described in Attachment A (hereinafter the "Project") for the Client at the site located at: *5050 Old Potash Highway, Grand Island, NE hereinafter the "Site."*

ARTICLE 2: SERVICES

2.1 Consultant's basic services consist of the specific activities set forth as Section 1.1 in Attachment A.

2.2 Consultant will provide Client with a written report in connection with the services performed. The report will present such findings and conclusions with respect to the Project as Consultant may reasonably make in accordance with information developed during the course of the project. In preparing the report, Consultant may review and interpret certain information provided to it by third parties, including government authorities, registries of deeds, testing laboratories and other entities. Consultant will not conduct an independent evaluation of the accuracy or completeness of such information and will rely on such entities therefore. The report will be prepared for, and for the sole use of, the Client, and the contents thereof may not be used or relied upon by any other person without the express written consent and authorization of Consultant.

2.3 The Client acknowledges and agrees that Consultant does not make any representation to the Client that every detectable environmental pollutant or contaminant will be discovered through the performances of services hereunder and that services to be performed by Consultant under this Agreement cannot wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with the site.

ARTICLE 3: RESPONSIBILITIES OF THE CLIENT

3.1 The Client shall provide all information in its possession, custody or control which relates to the Site or information which the Client has reason to suspect relates to the Site, its present and prior uses, or to activities at the Site which may bear upon the services of Consultant under this Agreement, including, but not limited to, the following:

- (i) A legal description of the Site, including boundary lines, topographics, easements, right of way surveys, zoning, deed and land use restrictions and a Site plan;
- (ii) Historical information as to the prior owners of the Site which shall include a title

- (iii) search of and a written title report on the site to be prepared by a registered abstracter;
- (iii) Identification of the location of utilities, underground tanks, and other structures and the routing thereof at the Site, including available plans of the Site;
- (iv) A description of activities which were conducted at the Site at any time by the Client or by any person or entity which would relate to the services provided by Consultant;
- (v) Known hazardous substances or conditions, or any other conditions requiring special care;
- (vi) Identification, by name, quantity, location, and date, of any release of hazardous substances known to have been released at the Site;
- (vii) Previous environmental assessments and audits.

3.2 The Client has selected the budget to be used by Consultant in performing the professional services under this Agreement, which budget is reflected in the compensation provisions set forth in Attachment B.

3.3 The Client shall arrange for Consultant, its agents and representatives, to have unrestricted access to the Site and all buildings and facilities thereon at reasonable times throughout contract performance by Consultant

3.4 Client acknowledges that it may be required to report regulated conditions at the Site to the appropriate public authorities, including the Environmental Protection Agency, in accordance with applicable law. Client indemnifies and holds Consultant harmless from any requirement to report such conditions.

3.5 The services, information, and other data required by this article to be furnished by the Client shall be at the Client's expense, and Consultant may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

3.6 Client acknowledges that should the State of Nebraska withhold funds from the Client or Consultant for this project, to pay for unrelated taxes owed to the state by the Client, the Client will be responsible to pay Consultant fees deducted, as it is not the Consultant's liable to pay for previously owed State taxes.

ARTICLE 4: SERVICES EXCLUDED

4.1 Services not expressly set forth in writing in this Agreement are excluded from the scope of Consultant's services, and Consultant assumes no duty to the Client to perform such services.

4.2 Unless specifically listed in Attachment A, Consultant's services exclude testing for the presence of, monitoring of, storage of, treatment of, abatement of, disposal of, or removal of hazardous substances, hazardous material, hazardous wastes, or hazardous oils or petroleum by-products at or on the site.

ARTICLE 5: PAYMENT TO CONSULTANT

5.1 For services performed, the Client will pay Consultant the fees and charges set forth in Attachment B, Compensation Provisions.

5.2 Progress payments shall be made by Client for services rendered and costs incurred by Consultant as

indicated within this Agreement and shall be due and owing within thirty (30) days of Consultant's submittal of invoice or statement for payment. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day of the date of Consultant's invoice or statement.

ARTICLE 6: PERIOD OF SERVICES

6.1 Consultant and Client shall promptly commence and diligently proceed with the performance of their obligations under this Agreement. Conditional upon full and prompt cooperation from Client and other agencies or parties from whom Consultant must rely upon for information or documentation in the performance of its services hereunder, Consultant estimates the design services will be completed by July 1, 2006.

6.2 In the event that Consultant, or any of its subcontractors, is delayed at any time in performing the tasks set forth herein by any act or neglect of the Client, or any representative, contractor, employee or agent of the Client, or by fire and other casualty, unusual delay in transportation, inclement weather, act of war or governmental preemption, or any delay in the review of specific tasks set forth herein, or any delay in approval by any federal, state or governmental agency or any other causes beyond Consultant's control, or by delay authorized by the Client pending resolution of a dispute, or any significant modification or changes in the extent of the work to be performed by Consultant, then the time for performance of the Project shall be extended by the same number of days as such occurrence delays such completion. Consultant shall not be responsible for, and the Client shall hold Consultant harmless from, any expenses or other consequences resulting from any such occurrence or delays.

6.3 If the Client or others require significant modifications or changes to the scope of the Project or Consultant's services or if the Client or others substantially delay Consultants performance, the time of performance of Consultant's services and its compensation shall be adjusted appropriately.

ARTICLE 7: INDEPENDENT PARTY

7.1 Consultant is an independent contracting party and not an agent or employee of the Client. No aspect of this Agreement, nor any activities undertaken in relation to this Agreement, are intended to establish any relationship of employment, agency, partnership, or joint venture between Consultant and Client.

ARTICLE 8: STANDARD OF CARE

8.1 The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services under similar circumstances at the same time and in the same geographic area or locality the services are performed.

8.2 The Client agrees that no further warranty or guaranty, expressed or implied, is made by Consultant with respect to the services furnished hereunder, and all implied warranties are hereby disclaimed.

ARTICLE 9: INSURANCE

9.1 Consultant shall maintain, at its own expense, Workers Compensation Insurance and Comprehensive General Liability Insurance with limits of coverage set by Consultant and will, upon request, furnish insurance certificates to the Client. Consultant agrees to indemnify the Client for the hazards covered by Consultant's insurance subject to the limitation of liability as set forth below.

Workers Compensation	Statutory
Employers Liability	\$100,000 each accident
	\$100,000 disease/each employee
	\$500,000 disease/policy limit
Comprehensive General Liability	\$1,000,000 each occurrence
	\$100,000 damage to rented premises – each occurrence
	\$5,000 medical expenses, any one person
	\$1,000,000 Personal Injury
	\$2,000,000 General Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit – each accident
Excess Umbrella Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Professional Liability (errors and omissions)	\$1,000,000

ARTICLE 10: LIMITATION OF CONSULTANT’S LIABILITY - Deleted

ARTICLE 11: INDEMNIFICATION

11.1 Client and Consultant recognize and agree that Consultant bears no responsibility whatsoever for the creation existence, presence, transportation, handling, disposal, storage and/or other operations or activities in relation to toxic, hazardous, radioactive, infectious or other dangerous gas, vapor, smoke, fumes, soot, acid, alkali, chemical, metal and/or biological, fluid, liquid, or solid irritant, contaminant, pollution, waste and/or other substance, material or condition in relation to the work, whether at the Site or otherwise; and, further, the Consultant’s compensation is in no way commensurate with the risks of personal or bodily injury, death and/or property damage associated with such activities and/or substances.

11.2 The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against any damages, liabilities and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant shall not be obligated to indemnify the Client for the Client’s own negligence.

ARTICLE 12: CHANGES

12.1 The total compensation constitutes Consultant’s estimate of the effort and charges required to complete the Project as Consultant understands it to be defined. As the project progresses, the facts developed may dictate a change in direction, additional effort or suspension in effort, which may alter the scope. Consultant will use reasonable efforts to inform the Client of such situations when in Consultant’s judgment negotiation of change in scope and adjustment to the time and cost of performance is appropriate.

12.2 In the event Consultant performs additional work, including but not limited to work due to changes in codes or regulations issued by any regulatory agency after execution of this Agreement, or performs other services not included herein, additional compensation shall be paid Consultant as is mutually agreed upon, in writing.

12.3 In no event shall Consultant be obligated to perform services which would result in billings exceeding the funding limitation set forth in Attachment B.

ARTICLE 13: SUSPENSION

13.1 Failure by Client to make timely payments of Consultant's invoice shall entitle Consultant to suspend performance of services under this Agreement. Unless payment in full is received by Consultant within seven (7) days of the date notice of the suspension is mailed to the Client by Consultant, the suspension shall take effect without further notice. Consultant shall not be liable for any damages or delays caused by such suspension.

ARTICLE 14: TERMINATION

14.1 Consultant may terminate this Agreement, in whole or in part, at its election upon seven (7) days' written notice to the Client upon one or more of the following events: (1) invoices for services remain unpaid for over thirty (30) days; (2) an "unexpected contingency" occurs, which shall mean (a) unavoidable accidents, acts of God or unavailability of transportation or restrictions on access to the Site; (b) any lawful order issued by the United States, state or local governmental authority; (c) the client becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency; (d) delay in receipt of information, documentation, or filings from governmental entities or other third parties; or (e) any other cause beyond Consultant's reasonable control which adversely affects Consultants ability to carry out its obligations herein. Upon termination of this Agreement by Consultant under this section, Consultant shall be compensated for its services performed prior to the date of such termination, and for other expenses reasonably or necessarily incurred in connection with such termination.

ARTICLE 15: CONFIDENTIALITY

15.1 Both parties shall keep confidential all documents which either party has identified in writing as containing information which is confidential and proprietary and neither party will disclose or otherwise make such information available to third parties without the express written consent of the other party. Notwithstanding the foregoing, nothing contained herein shall prohibit Consultant from testifying with regard to its work or findings or releasing documents and work product under compulsion of subpoena.

ARTICLE 16: OWNERSHIP AND REUSE OF DOCUMENTS

16.1 All documents, including original drawings, estimates, specifications, field notes and other data prepared by Consultant pursuant to this Agreement are and remain the property of Consultant and Client as instruments of services in respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Clients sole risk and without liability or legal exposure to Consultant; and the Client shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

ARTICLE 17: ASSIGNMENT

17.1 The obligations of this Agreement shall be binding upon the successors, assigns, executors,

administrators, and the legal representatives of both Consultant and the Client. Neither Client nor Consultant shall assign or transfer any rights or obligations under, or interest in, this Agreement without the written consent of the other, except that Consultant may assign this agreement to its affiliates or to subcontract any part or portion of the services to be performed hereunder.

ARTICLE 18: THIRD PARTY BENEFICIARIES

18.1 Nothing contained in this Agreement shall be construed to create any rights or benefits in this Agreement to anyone other than Client and Consultant, without the specific advance written consent and approval of both. Nothing in this Agreement is intended to, nor shall this Agreement create, a contractual relationship with or a cause of action in favor of any third person or entity against Client or Consultant.

ARTICLE 19: LITIGATION COMPENSATION

19.1 Client acknowledges that in the event of litigation and/or governmental investigations or regulatory procedures regarding the project, Consultant may be subpoenaed or otherwise compelled or called upon by parties to such litigation, or by governmental agencies, to provide testimony, documents, information, or other materials or matters relating to the site and that compensation paid to Consultant under this Agreement does not include compensation for such testimony or other involvement in such litigation or regulatory procedures relating to the site.

ARTICLE 20: INTEGRATION; AMENDMENTS; MODIFICATIONS

20.1 This Agreement represents the entire and integrated agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by a written instrument signed by each party.

ARTICLE 21: SURVIVAL

21.1 The provisions of this Agreement shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

ARTICLE 22: NOTICE

22.1 Notices from either party to the other shall be in writing and deemed given upon delivery by hand or upon mailing by certified mail, return receipt requested and postage prepaid, to the respective parties at their addresses set forth herein or at such other address or addresses each may subsequently provide to the other, in writing. Notice given in any other fashion shall be deemed given and effective when actually received.

ARTICLE 23: LAWS

23.1 This Agreement, and all rights and obligations of the parties hereunder, and any disputes hereunder, shall be construed and governed by the law of the State of Nebraska. This Agreement, and all rights and obligations of the parties hereunder, and any disputes hereunder, shall be construed and governed by the law of the State of Nebraska.

ARTICLE 24: PARTIAL INVALIDITY

24.1 If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

In witness whereof, the parties hereto have executed this Agreement the day and year following their signatures.

MILCO ENVIRONMENTAL SERVICES, INC.

CITY OF GRAND ISLAND

By: Chris Amick

By: _____

Title: PRESIDENT

Title: _____

Date: 2/3/06

Date: _____

ATTACHMENT A

This attachment is to the AGREEMENT between *MILCO Environmental Services, Inc.* ("Consultant"), and the *CITY OF GRAND ISLAND* ("Client") for a PROJECT generally described as: *Architectural/Engineering Services for the design of a Permanent Household Hazardous Waste and Recycling Complex for the Grand Island Service Area.*

Consultant agrees to furnish Client the following specific services:

1.1 Consultant shall perform professional services as hereinafter stated which include customary services, including such civil, structural, mechanical and electrical engineering services and architectural which are normal and incidental thereto, with special consideration to the environmental uses and safety issues associated with the building, for the following scope of work: *Architectural/Engineering Services for the design of a Permanent Household Hazardous Waste and Recycling Complex for the Grand Island Service Area.*

1.2 Preliminary Design Phase; The Consultant shall: After written authorization to proceed with the Preliminary Design Phase, Consultant shall:

1.2.1 In consultation with Client, determine the extent of the Project by Reviewing the *Operation Plan for The Central Nebraska Household Hazardous Waste Collection Facility, Grand Island, Nebraska* and meeting with City staff and program manager(s) who will use the building.

1.2.2 Perform a site survey as necessary and prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.2.3 Based on the information contained in the preliminary design documents, submit an opinion of probable Project Costs.

1.2.4 Furnish the preliminary design documents and present and review them with Client. For this building, meeting with the Client may include City Staff and Program Managers for the Goodwill Industries Aluminum Recycling Program and for the Grand Island Clean Community System Household Hazardous Waste Collection Program.

1.3 Final Design Phase; After written authorization to proceed with the Final Design Phase, Consultant shall:

1.3.1 On the basis of the accepted preliminary design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.

1.3.2 Furnish to Client such documents and design data as may be required for, and assist in the preparation of the required documents so that Client may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.3.3 Advise Client of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.3.4 Prepare for review and approval by Client, his legal counsel and other advisors, contract agreement forms, general conditions and supplemental conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.3.5 Furnish five copies of the above documents and present and review them in person with Client.

1.4 Bidding or Negotiating Phase; After written authorization to proceed with the Bidding or Negotiating Phase, Consultant shall:

1.4.1 Assist Client in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.4.2 Consult with and advise Client as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.

1.4.3 Consult with and advise Client as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.4.4 Assist Client in evaluating bids or proposals and in assembling and awarding contracts.

1.4.5 Reproduction costs of the bidding documents is to be paid by the Client to the Consultant as a reimbursable expense, and is not included in the lump sum fee, as delineated in Section 2.1.8.

1.5 Construction Phase; During the Construction Phase Consultant shall:

1.5.1 Prepare pre-construction agenda, advise and act as Client's representative during the meeting and prepare pre-construction minutes for distribution.

1.5.2 Consult with and advise Client and act as his representative. All of Client's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Client to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.5.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of

Contractor(s). Consultant's efforts will be directed toward providing a greater degree of confidence for Client that the completed work of Contractor(s) will conform to the Contract Documents, but Consultant shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Consultant shall keep Client informed of the progress of the work, shall endeavor to guard Client against defects and deficiencies in the work and may disapprove or reject work failing to conform to the Contract Documents.

1.5.4 Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto) determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.5.5 Issue all instructions of Client to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as required; have authority, as Client's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of Client and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but Consultant shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.5.6 Based on Consultant's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to Client, based on such observations and review, that the work has progressed to the point indicated, that, to the best of Consultant's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment Consultant will not thereby be deemed to have represented that continuous or exhaustive examination have been made by Consultant to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incidental thereto or that Consultant has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to Client free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

1.5.7 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that Consultant may recommend, in writing, final payment to each Contractor and may give written notice to the Client and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.

1.5.8 Consultant shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s) work; however, nothing contained in paragraphs 1.5.1 thru 1.5.7, inclusive shall be construed to release Consultant from liability for failure to properly perform duties undertaken by him in the Contract Documents.

2.1 Additional Services of Consultant

If authorized in writing by Client, Consultant shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Client.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond Consultant's control.

2.1.3 Providing renderings or models for Client's use.

2.1.4 Preparing documents for alternate bids requested by Client for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.5 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting Client in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by Client.

2.1.6 Furnishing the services of special consultants for other than the customary architectural services, including such civil, structural, mechanical and electrical engineering services which are normal and incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when Client authorizes Consultant to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.7 Services resulting from the award of more than one separate prime contract for

construction, materials, equipment or services for the Project. Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the Client and administering Client's contracts for such services.

2.1.8 Expense of reproductions, postage and handling of Drawings and Specifications, excluding sets for the Client's review and approval.

2.1.9 Services in connection with change orders to reflect changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractor(s), and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.10 Services during out-of-town travel required of Consultant other than visits to the Project site.

2.1.11 Preparing for Client, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to Consultant and which Consultant considers significant.

2.1.12 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

2.1.13 Preparation of operating and maintenance manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.15 Preparing to serve or serving as a consultant or witness for Client in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.16 Additional services in connection with the Project, including services normally furnished by Client and services not otherwise provided for in this Agreement.

ATTACHMENT B

This Attachment is to the AGREEMENT between MILCO Environmental Services, Inc. ("Consultant"), and the City of Grand Island ("Client") for a PROJECT generally described as: *Architectural/Engineering Services for the design of a Permanent Household Hazardous Waste and Recycling Complex for the Grand Island Service Area.*

ARTICLE 3. COMPENSATION

Compensation by Client to Consultant will be as follows:

A. LUMP SUM FEE

A lump sum fee will be invoiced on this project. The lump sum fee is delineated as follows:

- Preliminary Design Phase (Section 1.2) \$ 15,000
- Final Design Phase (Section 1.3) \$ 32,500
- Bidding & Negotiation Phase (Section 1.4) \$ 2,500
- Construction Phase (Section 1.5) \$ 17,500

B. ADDITIONAL SERVICES / HOURLY BASIS

Additional services described in Attachment A, Section 2.1, requested by the Client, and provided by the Consultant will be invoiced at hourly fees in accordance with the schedule shown below. Hourly Costs used as a basis for payment mean rates as outlined for all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel. For the purposes of this Agreement the principals of Consultant and their current hourly fees are:

Professional Environmental Engineer	\$ 95.00/hour
Licensed Architect	\$ 85.00/hour
Professional Engineer	\$ 85.00/hour
Senior Environmental Technician	\$ 60.00/hour
Environmental Technician	\$ 52.00/hour
CADD Draftsman	\$ 45.00/hour
Resident Project Representative	\$ 42.50/hour
Survey Crew, 2-Man	\$ 95.00/hour
Mileage	\$ 0.36/mile
Copies, 8.5"x11"	\$ 0.10/each
Other copies	@ cost
Shipping, incidentals	@ cost
Subcontracted services	@ cost + 10%

C. REVIEW/APPLICATION FEES

The Client will be responsible to pay for any and all Nebraska Department of Environmental Quality, State Fire Marshal, OSHA, local, state, or federal review or application fees, if fees are required.

D. RENEGOTIATION OF COMPENSATION

The fee is based on immediate authorization to proceed and timely completion of the PROJECT. If the PROJECT timing deviates from the anticipated construction completion schedule of December 31, 2007, for causes beyond Consultant's control, Consultant reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

E. OWNER SUPPLIED INFORMATION

Furnish to Consultant, as required for performance of Consultant's Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property descriptions; zoning, deed restriction, and other land use; and special data or consultations not covered in Section 2, Additional Services; all of which Consultant may rely upon in performing his services.