



City of Grand Island

Tuesday, January 08, 2008

Council Session

Item G11

**#2008-6 - Approving Award of Proposal for Engineering Services
related to Semi-Annual Topographic Surveys at the Landfill**

Staff Contact: Steven P. Riehle, City Engineer/Public Works Direc

Council Agenda Memo

From: Steven P. Riehle, Public Works Director

Meeting: January 8, 2008

Subject: Approving Award of Proposal for Engineering Services
Related to Semi-Annual Topographic Surveys at the
Landfill

Item #'s: G-11

Presenter(s): Steven P. Riehle, Public Works Director

Background

The Solid Waste Division of the Public Works Department is responsible for the operation of the city's 330 acre solid waste landfill. The landfill is in Hall County and located seven (7) miles north of Shelton, Nebraska at 19550 West Husker Highway, just east of the Hall/Buffalo County Line (Wiseman Road).

On November 18, 2007 a Request For Proposals (RFP) for engineering services related to semi-annual topographic surveys at the landfill was advertised in the Grand Island Independent and sent to eight (8) potential proposers.

Discussion

Three (3) proposals were received on December 11, 2007. The proposals were reviewed by Solid Waste Superintendent, Jeff Wattier; Public Works Director, Steve Riehle; and Assistant City Attorney, Wes Nespor. Miller & Associates Consulting Engineers, P.C. of Kearney, Nebraska submitted the proposal that was chosen using evaluation criteria listed in the RFP.

Firm experience on similar work (20%)
Team experience on similar work (20%)
Approach (20%)
Proposed fees and Agreement (40%)

Miller & Associates will provide engineering services to conduct semi-annual topographic surveys at the landfill. There will be two (2) surveys conducted of the

landfill per year to calculate various data used for reporting air space used, remaining air space, compaction densities, and various other data for the next three (3) years.

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 the proposal by Miller & Associates Consulting Engineers, P.C. of Kearney, Nebraska.

Sample Motion

Move to approve the proposal by Miller & Associates Consulting Engineers of Kearney, Nebraska.



Dale M. Shotkoski, Assistant City Attorney

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
ENGINEERING SERVICES RELATED TO
SEMI-ANNUAL SURVEYS AT THE SOLID WASTE LANDFILL**

RFP DUE DATE: December 11, 2007 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: November 18, 2007

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Olsson Associates
Grand Island NE 68801

Miller & Associates
Kearney, NE

Kirkham Michael
York, NE

cc: Steve Riehle, Public Works Director
Jeff Wattier, Solid Waste Superintendent
Jeff Pederson, City Administrator
Dale Shotkoski, City Attorney
Sherry Peters, Legal Secretary

Bud Buettner, Assist. PW Director
Catrina Delosh, PW Admin. Assist.
David Springer, Finance Director
Wes Nespor, Assist. City Attorney

P1210

AGREEMENT FOR ENGINEERING CONSULTING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the **CITY OF GRAND ISLAND**, hereinafter referred to as "Client", and **MILLER & ASSOCIATES, CONSULTING ENGINEERS, P.C.**, 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 Schedule 'A' (Scope of Services) and Schedule '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 Schedule A (hereinafter the "Project") for the Client at the site located at: landfill located three miles north of Shelton, Nebraska, in Hall County hereinafter the "Site."

ARTICLE 2: SERVICES

2.1 Consultant's basic services consist of the specific activities set forth as Task I in Schedule 'A.'

2.2 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.

3.2 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

3.3 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.

3.4 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.

3.5 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 Schedule 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 Schedule 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 services will be completed by dates mutually agreed upon between Consultant and Client, and within the Client established surveying periods.

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.

ARTICLE 10: LIMITATION OF CONSULTANT'S LIABILITY

10.1 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, stockholders, employees, agents and representatives, or any of them (herein collectively referred to as "Consultant"), to Client and anyone claiming by, through or under Client, for any and all losses, costs or damages whatsoever arising out of, resulting from or in any way related to Consultant's work or services, the project for which such services were performed, or this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability, statutory liability or breach of contract, or warranty, express or implied, of Consultant or Consultant's officers, directors, stockholders, employees, agents or representatives, or any of them, shall not exceed the total compensation received by Consultant under this Agreement. Consultant's liability hereunder for any and all claims or actions, regardless of how arising, shall be limited to the total compensation received by Consultant from the Client, and Client, for itself and for anyone claiming under or through Client, hereby forever releases and discharges Consultant from any and all liability, claims, demands, actions, causes of action, and judgments above such amount that Client may have or that might subsequently accrue to Client arising out of or connected with, directly or indirectly, this Agreement and any acts or omissions or services performed or done by Consultant in connection therewith. In no event shall Consultant be liable for incidental or consequential damages, including loss of profits or revenues resulting from negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

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 Therefore, the client agrees to indemnify, save harmless and defend Consultant from and against any and all liabilities, demands, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries or threat thereof to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of state or federal laws (including, without limitation the Resource Conservation and Recovery Act, the hazardous Material Transportation Act or the Comprehensive Environmental Response Compensation and Liability Act, as the same now exists or may hereafter be amended), regulations or orders based on or arising, in whole or in part, out of consultant's performance under this Agreement (the' Claims"), provided, however, that the Client shall not be obligated to indemnify Consultant for any Claim that results solely from the willful misconduct or reckless conduct of Consultant or its employees or agents.

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 Schedule 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 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 extensions of the Project or 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. Client therefore further agrees to compensate Consultant for any and all costs, expenses, obligations, or damages arising out of such litigation or such regulatory procedures with regard to the site, including, but not limited to, personnel costs of all employees of Consultant required to testify or provide information, documents or other materials (charged at Consultant's standard billing rates) and all out of pocket expenses for travel, duplication, telephone, and all other expenses reasonably and necessarily incurred by consultant in the course of providing testimony, documents, information, or other materials relating to such matters.

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.

Approved for the **CITY OF GRAND ISLAND**

By: _____
Margaret Hornady, Mayor

ATTEST:

RaNae Edwards, City Clerk

**MILLER & ASSOCIATES, CONSULTING
ENGINEERS, P.C.**

By: _____
Jacque S. Haupt, Administrative Assistant

Approved as to form

Wesley Nespor, Assistant City Attorney

ATTACHMENT A

This attachment is to the AGREEMENT between **Miller & Associates, Consulting Engineers, P.C.** ("CONSULTANT"), and the **City of Grand Island** ("OWNER") for a PROJECT generally described as: Semi-Annual Surveys at the Solid Waste Landfill

CONSULTANT agrees to furnish OWNER the following specific services:

1.1 CONSULTANT shall perform professional services as hereinafter stated which include customary services, including such civil engineering services which are normal and incidental thereto, with special consideration to the environmental uses and safety issues associated with the semi-annual surveys at the Solid Waste Landfill.

1.2 CONSULTANT shall perform semi-annual site surveys for a three year period as delineated in the Agreement. Services shall consist of the following:

- (i) Mobilizing a crew to conduct two surveys per year (typically December and June of each year);
- (ii) Revising landfill quantity sheet using landfill tonnage received and daily cover usage over previous period;
- (iii) Creating landfill survey sheets to include old contours with new contours overlaid with the grid, current contours for the entire site with the grid, and color-coded sheet showing amount of cut and fill within the survey boundaries;
- (iv) Providing the Client with an electronic copy (PDF) of quantity sheet, color coded cut/fill sheets, and contour sheets

2.1 Additional Services of Consultant - If authorized in writing by OWNER, 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 OWNER.

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, OWNER'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 OWNER'S use.

2.1.4 Preparing documents for alternate bids requested by OWNER 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 OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

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 OWNER 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 OWNER and administering OWNER'S contracts for such services.

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

2.1.9 Services in connection with change orders to reflect changes requested by OWNER 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 OWNER, 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 OWNER 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 OWNER and services not otherwise provided for in this Agreement.

ATTACHMENT B

This Attachment is to the AGREEMENT between **Miller & Associates, Consulting Engineers, P.C.** ("CONSULTANT"), and the **City of Grand Island** ("OWNER") for a PROJECT generally described as: Semi-Annual Surveys at the Solid Waste Landfill

ARTICLE 3. COMPENSATION

Compensation by OWNER to CONSULTANT will be as follows:

A. LUMP SUM FEE PER EVENT

A lump sum fee of \$2,500 will be invoiced for each survey event, which includes the services delineated in **ATTACHMENT A**.

A *one-time* set-up fee in the amount of \$4,800 will be invoiced with the first survey event.

B. ADDITIONAL SERVICES - HOURLY

Additional services requested by the OWNER, 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 Engineer	\$90.00/hour
Senior Environmental Technician	\$60.00/hour
CADD Draftsman	\$50.00/hour
Survey Crew, 2-Man	\$90.00/hour
Survey Crew, 3-Man	\$110.00/hour
Mileage	\$0.38/mile
Reproduction Services	@ Cost

C. 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 assumed schedule 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.

RESOLUTION 2008-6

WHEREAS, the City of Grand Island invited proposals for engineering services related to Semi-Annual Topographic Surveys at the Solid Waste Landfill, according to Request for Proposals on file with the Public Works Department; and

WHEREAS, on December 11, 2007, proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Miller & Associates Consulting Engineers, P.C., of Kearney, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Miller & Associates Consulting Engineers, P.C. of Kearney, Nebraska, for engineering services related to Semi-Annual Topographic Surveys at the Solid Waste Landfill is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on January 8, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
January 3, 2008	☐ City Attorney