



Hall County Regional Planning Commission

**Wednesday, November 2, 2022
Regular Meeting**

Item S1

Comprehensive Plans

Staff Contact:

CONTRACT FOR SERVICES



Doniphan, Nebraska

Comprehensive Plan/Zoning and Subdivision Regulations

This agreement between Doniphan, Nebraska (Village)/Hall County Regional Planning Commission and Marvin Planning Consultants (MPC) is hereby entered this ____ day of _____, 2022. This agreement shall consist of this document and such other drawings; conditions and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Doniphan, Nebraska Comprehensive Plan/Zoning and Subdivision Regulations and Blighted and Substandard Study. A scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing of this document and is estimated to be substantially complete by February 2024. Modification or additions to this schedule may be authorized by mutual consent of the Village and MPC.

SECTION 1 - Scope of Services

- A. MPC** shall provide the following services to the Village:
See Thayer County for specific components. Meetings shall be limited.

MPC may combine reports listed above in order to facilitate review and comment. Additional services may be performed by MPC at the direction of the Village and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions at the same time and in the same locality. MPC makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by MPC pursuant to this Agreement are instruments of service developed exclusively for use of the Village, and MPC shall retain an ownership and property interest therein. Other reuse of any such documents by Village shall be at Village's sole risk; and Village agrees to indemnify, and hold MPC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by Village or by others acting through Village.

B. VILLAGE shall provide the following:

1. A project manager as a direct liaison with MPC to provide instruction and direction on behalf of the Village.
2. Provide all printed materials for meetings prior to the final documents being printed.
3. As needed, copies of all existing base maps owned by or in the possession of the Village.
4. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
5. Reasonable assistance in contacting residents and agencies, scheduling activities and distributing information about the project.
6. Arrange for safe access to and make all provisions for MPC and MPC's Consultants to enter upon public and private property as required for MPC to perform services under this Agreement.
7. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by MPC (including obtaining advice of an attorney and other consultants as Village deems appropriate with respect to such examination) and

render in writing decisions pertaining thereto.

8. Give prompt written notice to MPC whenever Village observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MPC services, or any defect or nonconformance in MPC's services or in the work of any Subconsultant.
9. Review by Village Attorney of documents for conformity with existing local, state and federal law and regulations.
10. MPC shall be entitled to use and rely upon all such information and services provided by Village or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The Village shall pay MPC a total lump sum of \$15,000.00 for the performance of the scope of services in Section 1. Phased breakdown is described in Attachment #1.

The City will be billed monthly for services completed and performed to date. All Invoices not paid within 30 days will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said day.

In addition, MPC may, after giving seven (7) days written notice to City, suspend services under this Agreement until MPC has been paid in full all amounts due for services, expenses, and other related charges.

Additional services as may be agreed to and as may be added to Section 1.A above shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the law of the State of Nebraska.

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than Village and MPC.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit on Village and MPC and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Village and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

F. Termination of Contract

Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this Agreement. Upon such termination, Village shall pay to MPC all amounts owing to MPC under this Agreement, for all work performed up to the effective date of termination.

Signed this _____ day of _____, 2022.

Chair, Hall County RPC

Marvin Planning Consultants

Chair

Keith A. Marvin AICP, President

Attest:

PROJECT FEE STRUCTURE COMPREHENSIVE PLAN

PROJECT KICK-OFF AND ORGANIZATION

Total Fee: \$1,000.00

COMMUNITY PROFILE

Total Fee: \$5,000.00

ENVISION DONIPHAN

Total Fee: \$1,300.00

DONIPHAN TOMORROW

Total Fee: \$5,000.00

IMPLEMENTATION PLAN

Total Fee: \$ 700.00

COMPREHENSIVE PLAN

Total Fee: \$13,000.00

Total Time frame: 6 - 9 months

ZONING AND SUBDIVISION REGULATION UPDATE

Total Fee: \$7,000.00

Total Time frame: 6 - 9 months

The overall fee will be modified and adjusted based upon the final negotiated Scope of Services. Our team would welcome the opportunity to discuss the Scope of Services and Proposed Fee further.

TOTAL FEES AND TIMEFRAME

Total Fee: \$20,000.00

Total Time frame: 12 - 14 months

CONTRACT FOR SERVICES



Alda, Nebraska

Comprehensive Plan/Zoning and Subdivision Regulations

This agreement between Alda, Nebraska (Village)/Hall County Regional Planning Commission and Marvin Planning Consultants (MPC) is hereby entered this ____ day of _____, 2022. This agreement shall consist of this document and such other drawings; conditions and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Alda, Nebraska Comprehensive Plan/Zoning and Subdivision Regulations and Blighted and Substandard Study. A scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing of this document and is estimated to be substantially complete by February 2024. Modification or additions to this schedule may be authorized by mutual consent of the Village and MPC.

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All documents prepared or furnished by MPC pursuant to this Agreement are instruments of service developed exclusively for use of the Village, and MPC shall retain an ownership and property interest therein. Other reuse of any such documents by Village shall be at Village's sole risk; and Village agrees to indemnify, and hold MPC harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by Village or by others acting through Village.

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Signed this _____ day of _____, 2022.

Chair, Hall County RPC

Marvin Planning Consultants

Chair

Keith A. Marvin AICP, President

Attest:

PROJECT FEE STRUCTURE COMPREHENSIVE PLAN

PROJECT KICK-OFF AND ORGANIZATION

Total Fee: \$ 800.00

COMMUNITY PROFILE

Total Fee: \$2,750.00

ENVISION ALDA

Total Fee: \$1,000.00

ALDA TOMORROW

Total Fee: \$2,750.00

IMPLEMENTATION PLAN

Total Fee: \$ 700.00

COMPREHENSIVE PLAN

Total Fee: \$8,000.00

Total Time frame: 6 - 9 months

ZONING AND SUBDIVISION REGULATION UPDATE

Total Fee: \$7,000.00

Total Time frame: 6 - 9 months

The overall fee will be modified and adjusted based upon the final negotiated Scope of Services. Our team would welcome the opportunity to discuss the Scope of Services and Proposed Fee further.

TOTAL FEES AND TIMEFRAME

Total Fee: \$15,000.00

Total Time frame: 12 - 14 months



Marvin Planning Consultants, Inc
382 N. 4th Street
PO Box 410
David City, NE 68632

Invoice

Date	Invoice #
10/24/2022	1308

Bill To

Hall County Regional Planning Commission
Chad Nabity
PO Box 1968
Grand Island, NE 68802-1968

P.O. No.	Terms	Due Date	Account #	Project
	Net 30	11/23/2022		
Description		Qty	Rate	Amount
See attached pdf Out-of-state sale, exempt from sales tax			22,111.25 0.00%	22,111.25 0.00
			Total	\$22,111.25
			Payments/Credits	\$0.00
			Balance Due	\$22,111.25

Phone #
402.367.5031

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