

JEO Consulting Group, Inc. GENERAL CONDITIONS

and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, 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.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



EXHIBIT C



JANUARY 1, 2021

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$155.00	-	\$290.00
Project Engineers/Architects:	\$130.00	-	\$235.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$140.00	-	\$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$80.00	-	\$145.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between Village of Eagle, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2021 WWTF Limited Evaluation, JEO Project #211638.01

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

Exhibit B – General Conditions

Exhibit C – Hourly Rate Range

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 7 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: Village of Eagle, Nebraska

Engineer: JEO Consulting Group, Inc.



By: _____

By: Dane Simonsen

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 11-29-2021

Address for giving notices:

Address for giving notices:

Village of Eagle

JEO Consulting Group, Inc.

747 S 2nd Street

2000 Q Street

Eagle, NE 68347

Lincoln, NE 68503

EXHIBIT A

SCOPE OF SERVICES

**2021 WWTF Limited Evaluation
EAGLE, NEBRASKA
JEO Project # 211638.01**

Project Description: The basic services in this study include examine treatment systems and technology against existing and anticipated waste streams, evaluate size requirements, and provide an opinion on the amount of remaining capacity of the WWTF. This evaluation is intended to provide the Village with information on how they may best comply with current and projected future NPDES permit requirements.

WWTF Limited Evaluation

- A. Meet with Village Designated Representative to Review Project Approach and Available Information (Project Kick-off Meeting)
 - 1. Review the purpose and objectives of the study and data needs.
 - 2. Obtain copies of available pertinent wastewater system data from the Village including maintenance records, records of past testing results and DMR's, pumping records (water and sewer), copy of NPDES permit, etc.
 - 3. Discuss projected growth expectations.
 - 4. Perform on-site review of the major system components for the wastewater system.

- B. Existing Facilities: Collect and review existing wastewater system data and develop flow projections.
 - 1. Describe any major contributors to the wastewater treatment system on both the basis of flow volume and wastewater strength.
 - 2. Review the history of the existing wastewater system. Prepare an inventory of the various components of the WWTF. This inventory is to be completed using existing records that are readily available from the Village or other sources.
 - 3. Review and summarize existing flow records, maps and inspection reports.
 - 4. Review and summarize maintenance documentation from the Village staff.
 - 5. Review historical population trends and develop population projections for the next 20 years based on past historical population trends and projected future development.
 - 6. Review the NPDES permit conditions for the wastewater treatment system.
 - 7. Review and evaluate historical wastewater flow records and develop a wastewater flow projection for the next 20 years including average daily flows and peak wet weather flows based on past trends and projected population.

- C. Need for improvements: Describe concerns and identify relevant regulations, existing facility concerns, and reasonable growth capacity.
 - 1. Describe potential health concerns and determine relevant state and federal regulatory requirements.
 - 2. Describe facility concerns with greatest impact including water loss, inflow and infiltration, treatment or storage needs, inefficient designs and safety concerns.
 - 3. Determine a reasonable growth capacity to meet the needs of the planning period.

- D. *Alternatives* Considered: Develop and Evaluate Alternatives
 - 1. Evaluate and develop alternatives for the wastewater treatment system. Evaluation shall include contacting vendors to inquire about applicable wastewater treatment systems. Alternatives shall be considered for their ability to provide a reliable treatment system that meets water quality standards, the capital cost of the system, the operational and maintenance costs of the system, and the operational impacts.
 - 2. Describe any specific environmental impacts relative to the alternatives.
 - 3. Develop preliminary design criteria for the WWTF improvements.

EXHIBIT A

4. Develop opinions of project cost for the recommended improvements. Opinions of cost to include development, land acquisition, legal, engineering, construction, equipment, contingencies, and interim interest.
5. Develop opinions of the Operation and Maintenance (O&M) cost for the alternatives. Identify and provide costs for the short-lived assets of the alternatives.
6. Provide a "cost-effective analysis" of the alternatives, including project costs and 20-year present worth of the projected O&M cost for the sewer system.
7. Provide an engineering evaluation of the design alternatives, including reliability, ease of use, and appropriate technology for the community's management capability.
8. Provide maps and sketches showing the improvements alternatives, including a conceptual layout for each recommended alternative.
9. Determine the projected additional land necessary to implement each design alternative – including estimated amount of land required.

E. *Develop a WWTF Report:*

1. Develop a detailed report outlining the evaluation of the sewer system flows, the alternative recommendations for improvements and summary of opinions of project costs, O&M costs, cost effective evaluation and user fees for the Village as described in this Scope of Services.
2. Provide a general description of the proposed facility, including preliminary design criteria utilized and basic hydraulic calculations, as applicable.
3. Attend up to two (2) Board meetings to review and discuss the alternatives as identified within the report.

F. *Additional Services Not Provided*

1. TV Inspection of the Sewer Mains.
2. Smoke Testing of the Sewer Mains.
3. Visual inspection of manholes.
4. Permitting services.
5. Environmental assessment and clearances.
6. Flow monitoring services.
7. Geotechnical investigation.
8. Meetings not outlined above.
9. Design, bidding or construction phase services.

Estimated Project Timeline

WWTF Limited Evaluation:

90 days from notice to proceed

Project Fee

WWTF Limited Evaluation:

\$8,000 Hourly

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless



JEO Consulting Group, Inc. GENERAL CONDITIONS

and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

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- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

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13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

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15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

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17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



EXHIBIT C



JANUARY 1, 2021

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$155.00	-	\$290.00
Project Engineers/Architects:	\$130.00	-	\$235.00
Project Engineers (E.I.):	\$110.00	-	\$130.00
Designer:	\$140.00	-	\$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$80.00	-	\$145.00
Office/Administrative:	\$85.00	-	\$135.00
Principals:	\$230.00	-	\$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

JOB ESTIMATE



Northwest Electric, LLC
1414 E 23rd Street
Columbus, NE 68601
UNITED STATES
(402)-564-9437

JOB NO 001W0387
RECEIVED DATE 10/26/2021
PAGE 1

S 001902
O VILLAGE OF EAGLE
L 540 C STREET
D PO BOX 130
EAGLE, NE 68347
T
O

S VILLAGE OF EAGLE
H 540 C STREET
I PO BOX 130
P EAGLE, NE 68347
T
O

CUSTOMER PO #	MISC #1	SHOP LOCATION
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NAMEPLATE DATA

No nameplate data

SPECIAL INSTRUCTIONS

No special instructions

LABOR CODE / ITEM ID	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
NON-STOCK		EA	1.0000	4,750.0000	4,750.00
07RBK10-30	REBUILD KIT				
	ALL THE BEARINGS, SHIMS, SEALS, AND GASKETS.				
410					
	MECH. DISASSEMBLY/INSPECTION				
210					
	WASH & BAKE				
526					
	INSPECT & MIC BRG FITS				
480					
	MECH. ASSEMBLY/TESTING				
090					
	SERVICE CALL ONSITE REPAIR				

Labor Subtotal	5,005.50
Material Subtotal	4,750.00
TOTAL	9,755.50

REPLACEMENT ITEM	REPLACEMENT ITEM DESCRIPTION	REPLACEMENT ITEM PRICE
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CUSTOMER INSTRUCTIONS

No customer instructions

Repair Estimate

Valid for 30 calendar days from the above date
Based upon our Standard Terms and Conditions

Received _____
By: _____

Date: _____

This estimate does not include any machine work, oil or any unforeseen problems that may arise.
If any problems do arise, we will stop all work and contact the customer.
Lead time on parts 4-5 weeks

New gear box - \$13481.00 6-7 weeks

Sincerely,

Randy Willoughby

Service Coordinator

9811 N 135th Street Waverly, NE 68462

Office: (402) 464-7954

rwilloughby@nwelectric.com - www.nwelectric.com

Do not recreate, revise, or copy this form. Revisions, recreations, and copies will not be accepted. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2021

Resolution No. 2021-11

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor ☐ Village Board Chairperson ☒ of Village of Eagle
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2021.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2021.

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2021 to December 31, 2021

*(1)(a) Certification of the municipality of Village of Eagle that: Matthew Shimerda was
(Print name of City or Village) (Print name of Superintendent as appears on license card if applicable)
the appointed City Street Superintendent from January 1, 2021 to December 31, 2021,
(Month) (Date) (Month) (Date)

(b) the above listed individual is not ☐ or is ☐ a Licensed City Street Superintendent, License Number S- 1721 Class B,
(Check this box if the above listed individual is not licensed) (A or B)

(c) the above listed individual is not ☐ or is ☐ a Licensed Engineer in Nebraska, License Number E- _____,
(Check this box if the above listed individual is not licensed)

(d) the superintending services of the above listed individual were provided by: *(Check one box)*

☐ Employment
with this
Municipality

☒ Contract
(consultant)
with this
Municipality

☐ Contract (interlocal agreement) between this
Municipality and the following listed Municipality(ies)
and/or County(ies)

(e) the above listed individual assisted in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

- OR -

(2) From _____, 2021 to _____, 2021 this municipality did not have
(Month) (Date) (Month) (Date)
an appointed City Street Superintendent.

Signature of Mayor ☐ *Village Board Chairperson* ☒

* (3) If your municipality had a licensed superintendent for a portion of the year; had two or more successive licensed superintendents; and/or did not have an appointed street superintendent for any portion(s) of the calendar year, complete a separate Year-End Certification form for **EACH** appointed city street superintendent **AND** for any period without an appointed city street superintendent. **Copy this form as needed to account for these separate periods.**

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(e) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

(5) **Failure to return the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a
copy of the documentation of appointment(s) by December 31, 2021 to:**

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

ORDINANCE 2021-14

AN ORDINANCE TO AMEND THE SALARY RANGE FOR MUNICIPAL EMPLOYEES; TO PROVIDE FOR THE EFFECTIVE DATE HEREOF; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST 15 DAYS AFTER ITS PASSAGE AND APPROVAL EITHER IN PAMPHLET FORM OR BY POSTING IN THREE PUBLIC PLACES IN THE VILLAGE OF EAGLE, NEBRASKA, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION, AS PROVIDED HEREIN; AND TO PROVIDE THAT THIS ORDINANCE SHALL NOT BECOME AND BE MADE A PART OF THE MUNICIPAL CODE OF THE VILLAGE OF EAGLE, NEBRASKA, AND THE SECTIONS OF THIS ORDINANCE MAY BE RENUMBERED TO ACCOMPLISH SUCH INTENTION.

BE IT ORDAINED BY THE CHAIRPERSON AND THE MEMBERS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF EAGLE, NEBRASKA:

Section 1. A SALARY RANGE SCHEDULE FOR MUNICIPAL EMPLOYEES AS FOLLOWS:

Village Clerk/Treasurer:

Starting - \$20.00 \$21.00	Midway - \$30.00 \$31.00 per hour	Maximum - \$40.00 \$41.00
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Deputy Clerk/Treasurer:

Starting - \$10.00 \$11.00	Midway - \$14.00 \$15.00 per hour	Maximum - \$18.00 \$19.00
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Maintenance Supervisor:

Starting - \$21.00 \$22.00	Midway - \$28.00 \$29.00 per hour	Maximum - \$35.00 \$36.00
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Maintenance Personnel: With two Licenses (Water AND Sewer)

Starting - \$18.00 \$19.00	Midway - \$23.00 \$24.00 per hour	Maximum - \$28.00 \$29.00
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Maintenance Personnel: With one License (Water OR Sewer)

Starting - \$15.00 \$16.00	Midway - \$20.00 \$21.00 per hour	Maximum - \$25.00 \$26.00
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**Maintenance Personnel:
Without Water and Sewer License**

Starting - ~~\$12.00~~ \$13.00 Midway - ~~\$15.00~~ \$16.00 Maximum - ~~\$18.00~~ \$19.00
per hour

**Maintenance Personnel:
(Seasonal)**

Starting - ~~\$12.00~~ \$13.00 Midway - ~~\$13.00~~ \$14.00 Maximum - ~~\$14.00~~ \$15.00
per hour

Section 2. The exact salary of the above municipal employees within the salary range schedule shall be available for public inspection in the office of the Village Clerk of the Village of Eagle, Nebraska. All salaries of municipal employees of the Village of Eagle, Nebraska shall be published as provided by law, in accordance with Nebraska Statute Section 19-1102.

Section 3. The above salary range schedule shall run for an indefinite duration unless amended by ordinance of the Village of Eagle.

Section 4. That all Ordinances and parts of Ordinances passed and approved prior to the passage, approval, and publication of this Ordinance, in conflict herewith, are hereby repealed.

Section 5. That this Ordinance shall be published within the first fifteen (15) days after its passage and approved in pamphlet form, and shall be effective the 15th day from and after the passage, approval, and publication as provided herein.

Section 6. That it is the intention of the Board of Trustees of the Village of Eagle, Nebraska, and it is hereby ordained that the provisions of this Ordinance shall not become a part of the Eagle Municipal Code of the Village of Eagle, Nebraska.

PASSED AND APPROVED THIS ____ DAY OF _____, 2021.

John Surman
Chairperson

(Seal)

Nick Nystrom
Village Clerk

VILLAGE OF EAGLE

November 15, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on November 15, 2021 with Surman, Meier, Weyers and Caylor present. Moore was absent. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Open Forum – No public comment.

Moore arrived to the meeting at 7:05 p.m.

Motion by Caylor, second by Meier, to approve repairs to the existing pool filter and the installation of a new EQ Series Pump as presented by Aqua-Chem in the amount of \$8,205.50. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Weyers, to approve the purchase of an ABS Piranha Pump from Iowa Pump Works in the amount of \$3,856.00 for the lift station in the mobile home park. Voting: Ayes – 5. Motion carried.

Motion by Meier, second by Weyers, to approve minutes as typed for the previous meeting. Voting: Ayes – Caylor, Weyers, Meier, Surman. Moore abstained. Motion carried.

The meeting was adjourned at 8:03 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

November 15, 2021

The Village Board of Trustees met in regular session at 7:00 p.m. on November 15, 2021 with Surman, Meier, Weyers and Caylor present. Moore was absent. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Report from Fire & Rescue – Luke Renken (Fire Captain) reported 5 rescue calls, 4 fire calls and 1 car accident since the October 18, 2021 board meeting. There was an average of 8 volunteers per call. Renken thanked the Village maintenance department for marking the fire hydrants based on water flow pressure. The second new fire truck is now in Lincoln and is scheduled for delivery by December 1, 2021.

Open Forum – No public comment.

Discuss/possible action: Wastewater Treatment Agreement between the Village of Eagle and Eagle Lake SID #4 – Surman said he was notified today that the Cass County Rural Water District 2 (CCRWD2) Board of Directors voted down any proposal for an Interlocal Agreement with the Village of Eagle concerning the billing and service arrangements with its customers in Eagle Lake. No action taken.

Moore arrived to the meeting at 7:05 p.m.

Discuss/possible action: Consider options for swimming pool repairs – Two options were presented to the Village Board from Aqua-Chem, Inc.; Option 1 consists of repairing the existing pool filter and installing a new EQ Series Pump in the amount of \$8,205.50 and Option 2 consists of replacing the existing pool filter and installing a new EQ Series Pump in the amount of \$32,400.00 (or \$72,500.00 for a Defender Filter System). Option 1 does not require engineering services whereas Option 2 does. Caylor said she was unable to locate an engineering firm willing to assist the Village in the installation of a new filter system so her recommendation would be Option 1 at this time if the goal is to keep the pool operational; in addition to repairing the existing filter and installing a new pump, there will also need to be water line repairs and concrete replacement during this project. Tammy Spaulding (435 Eagle Dr.) asked what the concerns are to continue keeping the pool operational for as long as possible with the existing filter system. Caylor said her hope is rehabilitating the existing filter system and adding a new pump will keep the pool operational for another 3-5 years; however, this does bring into perspective that beginning to fund for a new pool is necessary. Terri Todd (940 Applewood Dr.) said the Eagle Park &

Recreation Commission did discuss funding options for a new pool but feels it may be more realistic to look at a complete renovation of the existing pool instead. Caylor said the key to a complete renovation project is locating an engineer willing to perform the task on a 50-year old pool located in an area that continues to sink. Aaron Newell (250 Wenzel Cir.) asked if grant exploration has been done for future repairs to the pool. Caylor said she has looked into some grants but none have been applied for at this time. Newell asked if there is a grant writer on staff. Caylor said no. Newell said he may be able to get a grant writer willing to volunteer their services when the time comes.

Motion by Caylor, second by Meier, to approve repairs to the existing pool filter and the installation of a new EQ Series Pump as presented by Aqua-Chem in the amount of \$8,205.50. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Weyers, to approve the purchase of an ABS Piranha Pump from Iowa Pump Works in the amount of \$3,856.00 for the lift station in the mobile home park. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Scope of service considerations for upcoming Water System Study – Surman said proposals for a Water Study will be looked at in more detail at the upcoming special meeting on November 22, 2021; however, he would like to get the Village Board on the same page as to what they are looking for in a study. Currently, the Water Study has been drafted to include an evaluation of the existing wells and water usage as well as a recommendation and cost estimate to replace the existing water mains on 4th Street and G Street that are currently 4" mains. Surman suggested the study include researching the need for additional wells, an additional water tower and increasing water pressure to the existing homes and businesses as well as to future new developments. Moore asked how much was budgeted for a Water Study. Surman said \$20,000 for a Water Study and \$20,000 for a Sewer Study. Mike Geier introduced himself as the Business Unit Leader for Snyder & Associates and expressed interest in providing engineering services to the Village of Eagle to study the community's water and sewer systems. Terry Caddy asked if Snyder & Associates has worked with communities the size of Eagle in the past. Geier said yes; not only do they perform services for the City of Omaha and the City of Lincoln, but the vast majority of the work they perform in Iowa and South Dakota is for smaller communities. Geier said when he started with the firm 40 years ago the primary niche was to serve smaller communities with complete comprehensive municipal services. Moore asked if the amount budgeted for a Water Study will be sufficient if additional requests are made, such as studying the need for additional wells, an additional water tower and increasing water pressure. Surman said he believes so. The Village Board generally agreed with Surman's recommendations of what to include in the Water Study. Further discussion will be held on this topic at the special meeting scheduled for November 22, 2021. No action taken.

Discuss/possible action: Scope of service considerations for upcoming Sewer System Study – Surman said in his opinion the primary purpose of a Sewer Study is to

determine the precise capacity of the existing WWTP and how many more residential and commercial properties can be brought online before upgrades or modifications are necessary. Terry Caddy said there has been a lot of interested developers' approach the Village in the last six months and it's critical to get these questions answered sooner rather than later. Surman said the original WWTP Operation and Maintenance Manual is available for reference but it is unknown how accurate the records are today. Caylor asked if it is the recommendation to limit the Sewer Study to the capacity of the WWTP at this time. Surman said he feels that would be the most beneficial aspect of the study at this time. Further discussion will be held on this topic at the special meeting scheduled for November 22, 2021. No action taken.

Discuss/possible action: Consider options for security of the concrete walking path to Eagle Estates park – Surman said builders in the Eagle Estates subdivision continue to use the concrete walking path for access to the rear of the properties they are constructing which is causing damage to the concrete itself as well as wear and tear of the park ground space; his suggestion would be to utilize security posts with a padlock system, similar to what is used on the MoPac Trail, to disallow motorized vehicles from using the path. Moore suggested adding signage to notify individuals that the walking path is not designed for motorized vehicles. The Park Board was directed to work with the Village maintenance department to consider options for adding security features to deter motorized vehicles from utilizing the concrete walking path to the Eagle Estates park. No further action taken.

Report on Streets and Maintenance – Caddy said the snow equipment has been installed on the maintenance vehicles; salt and sand has been ordered; diesel fuel was added to the generators and propane was filled at the wells. Caddy said he identified numerous cracks in the brown painted boundary area of the tennis court and asked if the contractor who performed the work has been in touch with the Park Board. Caylor said there have been no additional responses at this time, nor has there been a request for final payment on the project. Caddy said the snow fence along A Street will be installed and Christmas decorations will be hung along Main Street before Thanksgiving. Surman said there is a resident in town who feels the snow from the street should not be pushed over the curb into the right-of-way adjacent to his property; he wants to remind everyone that the property pins are located inside of the sidewalk area and not between the street and sidewalk; snow will naturally be deposited in the right-of-way and this is not private property.

Report on Wells and Sewer – Caddy said the daily inflow at the WWTP has been between 77,000-87,000 gallons. The pump in the wet well at the WWTP will need to be replaced soon. Moore asked if the consultant contractor (Gayle Schukei) is still being utilized for wastewater questions and assistance. Caddy said on a limited basis but it has been awhile since his services were required. Moore asked if it is the plan to leave the consultant under contract indefinitely or if there is a tentative timeframe for services. Surman said the contract was designed to be open-ended up until the time the Wastewater Operator (Klabenes) no longer requires any assistance.

Motion by Meier, second by Weyers, to approve minutes as typed for the previous meeting. Voting: Ayes – Caylor, Weyers, Meier, Surman. Moore abstained. Motion carried.

Report from Committees and Boards – Surman said an employee evaluation is in the board packets tonight that needs to be filled out and submitted to the Village Clerk by Friday. Caylor said the Park & Recreation Commission met last week and is on the cusp of receiving a final contract for new playground equipment on the west side of the park. Moore said the Buildings & Grounds Committee is in the final stages of coordinating the new recycling program which has a tentative launch date of December 1, 2021. Moore said the Human Resources Committee would like to gauge the Village Board's interest in advertising for contract services for snow removal this winter due to current staffing limitations. The Village Board generally agreed to allow the Human Resources Committee the ability to advertise for snow removal contract services on an as needed basis. Meier said he would like to see bids sought for a new Village-wide security camera system soon.

The meeting was adjourned at 8:03 p.m.

I, the undersigned Village Clerk for the Village of Eagle, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chair and Board of Trustees on November 15, 2021 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

November 22, 2021

The Village Board of Trustees met in special session at 7:00 p.m. on November 22, 2021 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Motion by Weyers, second by Caylor, to table the consideration of a Water System Study until the conclusion of the Sewer System Study discussion. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to table the consideration of a Water and Sewer Study until the December 7, 2021 meeting. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Meier, to approve the invoice submitted by Custom LED Lighting in the amount of \$2,331.66 for exterior light upgrades at Eagle Fire & Rescue. Voting: Ayes – 5. Motion carried.

Motion by Weyers, second by Caylor, to approve the invoice submitted by Custom LED Lighting in the amount of \$3,379.90 for exterior area light upgrades at the WWTP. Voting: Ayes – Meier, Caylor, Weyers, Surman. Nays – Moore. Motion carried.

Motion by Moore, second by Weyers, to approve a Variable Frequency Drive (VFD) for the EQ Series Pump at the Eagle Pool in the amount of \$3,700.00 plus electrical installation. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:45 p.m.

Nick Nystrom
Village Clerk

John Surman
Chairperson

VILLAGE OF EAGLE

November 22, 2021

The Village Board of Trustees met in special session at 7:00 p.m. on November 22, 2021 with Surman, Meier, Moore, Weyers and Caylor present. The Agenda items listed thereon were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. The Chairperson, at the beginning of the meeting, informed the public about the location of the posted current copy of the Open Meetings Act. Chairperson Surman named the three (3) areas where the agenda was posted as follows: Eagle Municipal Building, Eagle Fire & Rescue Department and Eagle Municipal Park. The Pledge of Allegiance was recited.

Discuss/possible action: Consider options for Water System Study – Surman said there are two engineering firms present tonight with proposals to conduct the Village of Eagle's Water System Study; Snyder & Associates and JEO Consulting Group. Mike Geier (Business Unit Leader), Barbara Johnston (Project Manager) and Brett Paige (Project Engineer) were present on behalf of Snyder & Associates. Dane Simonsen (Project Manager/Engineer) was present on behalf of JEO Consulting Group. Simonsen discussed the scope of JEO's proposal which includes a limited evaluation of the Village's existing wells and water usage to determine if the existing water supply is sufficient for the future water demands; the evaluation will provide a recommendation and cost estimate to replace the existing water main on 4th Street and extend the water main on G Street, the two primary areas with inadequate sized water mains. Simonsen said the scope may be expanded to include additional items at the request of the Village. Geier discussed the scope of Snyder's proposal which includes Phase 1 (Limited Water System Analysis) and Phase 2 (System-Wide Water Study). Phase 1 will include data collection and review, population and water use evaluation and a technical memo to summarize the findings. Phase 2 will include model development, hydrant testing and calibration, water system modeling of scenarios, funding planning and an engineering report as a final deliverable for the project. Surman said recently the Village maintenance staff conducted hydrant testing and color coded the hydrants based on water pressure. Paige (Snyder) said hydrant testing could be removed from the scope of service if proper documentation is already in order. Terry Caddy asked if well field drawdown testing will indicate the capacity of the field for additional wells. Paige (Snyder) said a better resource in his firm is Darin Jacobs (Water Resources Group Leader) but his high level understanding of testing is to ensure the zone of influence isn't affecting the drawdown of the other wells based on how close they are together and the capacity that would be received from the aquifer. Caddy asked if the technical memorandum at the end of Phase 1 would indicate the current capacity and the number of additional customers the Village can add to its system prior to expansion. Paige (Snyder) said yes. Surman asked if the scope of service will be able to identify if an additional well can be added to the existing field. Paige (Snyder) said yes. Caddy said as part of the local steering committee, he has visited with five different

developers since March and it is reasonable to believe a lot of these projects will move forward; one development, in particular, is very likely to proceed and contains roughly 100 new homes. Caddy said it would be beneficial to know if 100 new homes can be added to the existing water system and what would happen if one of the two existing wells went offline and whether the system could handle that. Secondly, Caddy said it would be beneficial to know when a secondary water tower would be needed to stay ahead of development and demand. Paige (Snyder) said a new water tower would typically be considered when a single day's worth of storage, based on a community's water use records, needs to be achieved; the Population and Water Use Evaluation portion of Phase 1 will help identify this and other future needs. Caddy said he would also like consideration to be made when it comes to placing new wells and whether it would be best to utilize the existing well field or look for water in a different location closer to the areas with greater likelihood of growth. Paige (Snyder) said the study can evolve while working with the Village Board and staff to determine what the desires are to optimize the system in the most efficient way possible. Simonsen (JEO) commented on the desire to consider a new water tower in the future and the low pressure situation on the west side of town and said he feels a master planning project should take place in the near future. Surman asked if a pump station is a recommended method to increase water pressure in the interim and prior to considering the construction of a secondary water tower. Simonsen (JEO) said he would probably view a pump station in Eagle's scenario as more of a "Band-Aid" fix to buy some time and likely would not recommend installing one. Caddy agreed and said maintaining a booster station and the associated generator alone would become costly. Surman asked for opinions from the firms present tonight on the benefits of looping the water system. Simonsen (JEO) said looping the water system is important for a number of reasons, including from a fire flow perspective and reducing dead ends in the utility system. Surman asked for further comments, questions or recommendations from the Village Board.

Motion by Weyers, second by Caylor, to table the consideration of a Water System Study until the conclusion of the Sewer System Study discussion. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Consider options for Sewer System Study – Surman said Snyder & Associates provided a proposal tonight to conduct the Village of Eagle's Sewer System Study. The scope of Snyder's proposal includes Phase 1 (Limited Sewer System Analysis) and Phase 2 (System-Wide Sewer Study). Phase 1 will include data collection and review, land use and population projections and a technical memo to summarize the findings. Phase 2 will include a data gap survey, capacity analysis, funding planning and an engineering report as a final deliverable for the project. Surman said the Village does have the original Operation and Maintenance Manual for the existing WWTP but would like to identify whether the manual remains accurate and what kind of capacity the WWTP has today. Paige (Snyder) said he would like to point out that there is likely a little bit of overlap in the individual Water and Sewer Studies which could be combined if both proposals are accepted. Surman discussed the sewer outfall line and the history of erosion in the

area which has caused exposed portions of pipe and working alongside the Army Corps of Engineers. Caddy asked if at the end of Phase 1 the Village would know what capacity the WWTP is operating. Paige (Snyder) said yes. Caddy discussed the existing lift stations and the potential for an additional lift station on the west end of town in the future once development occurs. Simonsen (JEO) said offering a Sewer Study was not discussed with his firm but he would be interested in submitting one if the Village Board desires. The Village Board agreed to allow JEO the ability to submit a Sewer System Study.

Motion by Weyers, second by Caylor, to table the consideration of a Water and Sewer Study until the December 7, 2021 meeting. Voting: Ayes – 5. Motion carried.

Motion by Caylor, second by Meier, to approve the invoice submitted by Custom LED Lighting in the amount of \$2,331.66 for exterior light upgrades at Eagle Fire & Rescue. Voting: Ayes – 5. Motion carried.

Discuss/possible action: Approve invoice submitted by Custom LED Lighting in the amount of \$3,379.90 for exterior area light upgrades at the WWTP – Surman said this invoice is an increase of \$881.70 from what was originally approved due to the need for new light fixture poles and associated installation labor. Moore said he has concerns with a contractor increasing the price of an original bid without prior approval from the Village Board. Nystrom said he was made aware of a price increase of \$270.00 due to different light fixture poles being required and he approved this change order based solely on the fact it was within the spending limit; he was not aware, however, that this price did not include installation labor which increased the original bid by a total of \$881.70. Moore urged the Village Board to be cautious so this doesn't happen again in the future.

Motion by Weyers, second by Caylor, to approve the invoice submitted by Custom LED Lighting in the amount of \$3,379.90 for exterior area light upgrades at the WWTP. Voting: Ayes – Meier, Caylor, Weyers, Surman. Nays – Moore. Motion carried.

Discuss/possible action: Approve Variable Frequency Drive (VFD) for EQ Series Pump at the Eagle Pool in the amount of \$3,700.00 plus electrical installation – Surman said some of the reasoning behind adding a VFD to the pump that was approved at the last meeting is overall efficiency, less wear and tear on the motor and less electrical demand. Caylor said theoretically the VFD will add life expectancy to the pump.

Motion by Moore, second by Weyers, to approve a Variable Frequency Drive (VFD) for the EQ Series Pump at the Eagle Pool in the amount of \$3,700.00 plus electrical installation. Voting: Ayes – 5. Motion carried.

The meeting was adjourned at 8:45 p.m.

I, the undersigned Village Clerk for the Village of Eagle, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chair and Board of Trustees on November 22, 2021 at 7:00 p.m. and that all of the subjects included in the foregoing proceedings were contained in the Agenda for the meeting, kept continually current and readily available for public inspection at the office of the Village Clerk; that such subjects were contained in said Agenda for at least twenty-four (24) hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten (10) working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Seal

Nick Nystrom
Village Clerk

John Surman
Chairperson

REORGANIZATION

TITLE	CURRENT DEC 2020 TO DEC 2021	DEC 2021 TO DEC 2022
CHAIRPERSON	JOHN SURMAN	
CHAIR PRO TEMPORE	DAN MEIER	
ATTORNEY	MAUREEN FREEMAN-CADDY	
MAINTENANCE SUPER.	NONE	
CLERK	NICK NYSTROM	
TREASURER	NICK NYSTROM	
LEGAL PAPER	THE VOICE NEWS	
ACCOUNTANT	MIERAU & CO	
ENGINEER	SCHEMMER	
BUILDING INSPECTOR / ZONING ADMIN.	RICK HESTERMANN	
NUISANCE HEARING OFFICER	SANDY WEYERS	

BOARDS

BOARD OF HEALTH	SURMAN / CAYLOR / CAPT. LAMPRECHT	
STREETS	MEIER / WEYERS	
WATER	SURMAN / MEIER	
SEWER	SURMAN / MEIER	
BUILDINGS & GROUNDS	MOORE / WEYERS	
NRD BOARD	OFFICE / CAYLOR	
KENO	NONE	
TECHNOLOGY & TELECOMMUNICATIONS	OFFICE / MOORE/ WEYERS	
SAFETY	SURMAN / MEIER / VILLAGE EMPLOYEES	
PARK	MEIER / CAYLOR	
HUMAN RESOURCES & PERSONNEL	MOORE / WEYERS	
EMERGENCY SERVICES	MOORE / CAYLOR	

ALLOW EMERGENCY VEHICLES TO LEAVE CORPORATE LIMITS

METHOD OF GIVING REASONABLE ADVANCED NOTICE: POSTING AT THE
EAGLE MUNICIPAL BUILDING LOCATED AT 727 SOUTH 1ST STREET;
EAGLE FIRE & RESCUE DEPT. LOCATED AT 705 SOUTH 1ST STREET; AND
EAGLE MUNICIPAL PARK LOCATED AT 600 D STREET

2021 PLANNING COMMISSION ORGANIZATION							
NAME	POSITION	APPT DATE	RENEWAL DATE	PHONE #	PHONE # 2	EMAIL ADDRESS	
Terry Caddy	Chairperson	12/4/2018	12/1/2021	402-450-4282		TerryCaddy75@gmail.com	
Willa DiCostanzo	Vice Chair	12/21/2020	12/1/2023	402-770-8518		willa.dicostanzo@gmail.com	
Justin Davison	Secretary	9/1/2020	12/1/2022	402-309-6254		jdavison@gershman.com	
Ashley Moyer	Member	9/1/2020	12/1/2021	402-580-7525		Faith6702@hotmail.com	
Randy Todd	Member	12/21/2020	12/1/2023	402-432-6989		rltodd@windstream.net	
Ty McIntosh	Member	12/4/2018	12/1/2021	308-870-2887		ty.mcintosh@hotmail.com	
James Dobbins	Member	12/3/2019	12/1/2022	402-416-6895		jameskdobbins@gmail.com	
VACANT	Alternate						

2021 BOARD OF ADJUSTMENTS ORGANIZATION							
NAME	POSITION	APPT DATE	RENEWAL DATE	PHONE #	PHONE # 2	EMAIL ADDRESS	
Mike Nespor	Chairperson	12/3/2019	12/1/2022	**	429-8020	mnesp@windstream.net	
Paco Rodriguez	Vice Chair	9/1/2020	12/1/2021	802-6281		prodriquez@kamterter.com	
Terry Caddy	Secretary	12/3/2019	12/1/2022	781-2028	450-4282	terrycaddy75@gmail.com	
Tammy Moyer	Member	9/1/2020	12/1/2021	440-6062		tmoyer66@hotmail.com	
Marcus Hochstein	Member	12/4/2018	12/4/2021	730-7749		midiggers@windstream.net	
VACANT	Alternate	-	-	-	-	-	

2020 BOARD OF APPEALS						
NAME	POSITION	APPT DATE	RENEWAL DATE	PHONE #	EMAIL ADDRESS	
RICK HESTERMANN	Building Official	-	-	402-429-1481	rick@eaglene.gov	
BRANDON MEYER	General Contractor	6/2/2020	6/2/2023	402-499-4536	newcastlelemeyer@gmail.com	
KEN MUSIL	Plumbing Contractor	6/2/2020	6/2/2022	402-525-6432		
JERROD KURTENBACH	General Contractor	6/2/2020	6/2/2021	402-890-8958	jerrodk@windstream.net	
JOSH CROOK	General Contractor/Fire & Rescue	6/2/2020	6/2/2021	402-310-0034	jlcexteriors@gmail.com	

2021 PARK & RECREATION COMMISSION						
NAME	POSITION	APPT DATE	RENEWAL DATE	PHONE #	EMAIL ADDRESS	
Elizabeth Umshler		12/1/2020	12/1/2021		elizabeth.umshler@doane.edu	
Terri Todd	Vice Chair	12/1/2020	12/1/2021			
Cassidi Denton	Secretary	12/1/2020	12/1/2021			



December 1, 2021

Village of Eagle
747 S. 2nd Street
Eagle, NE 68347

RE: Village of Eagle – Municipal Engineering Services

Dear Board of Trustees:

Snyder & Associates, Inc. is extremely interested in providing engineering and planning services to the Village of Eagle, as your designated Municipal Engineer. Through our response to your water and sewer study needs, we have developed a broader understanding of the Village and its challenges and growth opportunities. To support the continued level of service and expected growth, we propose to provide a comprehensive array of services that will enable the Village to serve the needs of its residents, business owners, stakeholders, and the general public.

For over 40 years, Snyder & Associates, Inc. has been serving clients throughout the Midwest. As a full-service firm, with nearly 300 employees companywide, we have the resources to provide services in-house to meet our clients' needs. Certain specialty services that may be needed to supplement our work, such as geotechnical, electrical, mechanical, and architectural, can be provided from our partner firms that we have developed strong relationships with over the years. Following is a brief list of services that we are prepared to provide to the Village of Eagle:

- Street Superintendent Services
- Capital Improvement Plans
- Traffic & Transportation
- Parks and Public Spaces
- Infrastructure Studies and Planning
- Funding Assistance
- Survey
- Construction Observation
- Drinking Water
- Stormwater Management
- Wastewater
- Structural Engineering
- Pavement Management
- Land Planning
- Environmental Assessments
- Permitting

If selected as your Village Engineer, we recommend kicking off with a workshop to evaluate your needs and help prioritize your goals. This would be accomplished through a half-day session, whereby members of the Village Board, Commissions, staff, and strategic partners would be invited to provide insights and background on their areas of expertise and concerns. This also allows us an opportunity to become even more informed on your past and present operations and vision for the future. Based on the results of the workshop and your priorities, we would formulate scope and fee estimates for the services necessary to achieve your goals. We would propose to facilitate and attend the workshop as an introductory session and at no cost to the Village.

Attached is our Standard Professional Services Master Agreement, our Supplemental to the Standard Professional Services Master Agreement, and our current Standard Fee Schedule. If we are selected to be your Engineer, we would first execute the Master Agreement and the Supplemental would be utilized to identify specific tasks, scope, and fees for individual projects, studies, or services as desired by the Village.



Our team focuses on building long-term client relationships through responsive, personal service, and right-sized solutions. Ultimately, we are interested in building a lasting relationship with the Village of Eagle. We are here to support any needs that arise in making your vision for the future of your community a reality. Thank you again for the opportunity to make a submission and presentation for this exciting endeavor. We welcome the opportunity to discuss our Team, proposed approach, and value we can bring to you and your community partners. We look forward to fostering a partnership with the Village of Eagle and are invested in the success of your growing community.

Sincerely,

SNYDER & ASSOCIATES, INC.

Michael G. Geier, PLS
Business Unit Leader

Barbara Johnston, PE
Project Manager



December 1, 2021

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747 S. 2nd Street
Eagle, NE 68347

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- Funding Assistance
- Drinking Water
- Stormwater Management
- Wastewater
- Structural Engineering
- Pavement Management
- Land Planning, Development, and Platting

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STANDARD PROFESSIONAL SERVICES MASTER AGREEMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20____, by and between Village of Eagle, Nebraska, a(n) Municipality, hereinafter referred to as "Client" and **SNYDER & ASSOCIATES, INC.**, an Iowa corporation, hereinafter referred to as "Consultant".

WHEREAS, Client requires professional consulting, planning, engineering, construction observation and/or surveying services from time to time; and,

WHEREAS, Consultant is willing to provide such services upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree to the following general terms and conditions:

1. **CONTRACT DOCUMENTS.** The Contract Documents include: this Master Agreement, the numbered Work Order(s) or Purchase Order(s) (hereinafter, Work Orders) with Notice to Proceed and sample Work Order attached shall be included, as a minimum, on any other form of Work Order or Purchase Order used by the parties.
 - 1.1. A Work Order submitted to Consultant may be accepted by Consultant by commencement of the Work or declined by Consultant without liability for direct or indirect damages of any kind suffered by Client as a result of said declination. Consultant shall notify Client in writing of its declination of the Work Order within three business days of receiving the Work Order.
2. **SERVICES TO BE PERFORMED.** This Agreement anticipates the execution of various written Work Orders and sets forth the terms and conditions pursuant to which Consultant will provide Client the professional services ("Services") specified in Consultant's Proposal and/or in each Work Order. The Services to be performed by Consultant may include but are not limited to advising, consulting, engineering, planning, special studies, designing, surveying, construction observation, right of way acquisition and relocation Services for projects of undefined or indefinite scope. Each Work Order Services, the time period for performance, the agreed-upon fees, and additional provisions, if any, applicable to such Services.
3. **INDEPENDENT CONTRACTOR.** All labor, material and equipment necessary to complete the Services shall be provided by Consultant as an independent contractor. Consultant shall be solely responsible for the means and methods used to complete its Services. All Services to be performed by Consultant shall be performed by competent licensed (when required) personnel. Consultant is not an employee of or in a joint venture with Client.
4. **CLIENT'S RESPONSIBILITIES.** Client understands and agrees that it will be responsible for and in a timely manner:
 - 4.1. Provide to Consultant all known and existing plans, specifications and data pertaining to the project that may affect Consultant's Services to be provided. Unless otherwise noted by Client, Consultant may rely upon the plans, specifications and data provided being accurate and complete;
 - 4.2. Timely obtain and provide all licenses, permits, registrations, certificates and government or agency approvals that may be required to commence and/or complete Client's Project.

- 4.3. Coordinate the timing and sequence of Consultant's Services with the Services of others to the Project; and,
- 4.4. Make interim and final planning and design decisions utilizing information supplied by Consultant.
5. **CONFIDENTIALITY and NONDISCLOSURE.** All information disclosed by one party to the other and identified prior to disclosure that such information is "CONFIDENTIAL" shall be treated by the receiving party as "Confidential Information", unless said information was all ready known to the receiving party; was in the public domain prior to disclosure; becomes part of the public domain through no fault of the receiving party; or is hereafter obtained in good faith by the receiving party from a third party having bona fide rights to furnish such information without a binder of secrecy.
- 5.1. The receiving party will limit its disclosure of the Confidential Information to those employees who are required to have such information in the performance of their duties and all such employees shall be made aware of the terms of this Confidentiality and Nondisclosure section.
- 5.2. This Nondisclosure agreement does not place a restriction on any disclosure of Confidential Information by the receiving party that the receiving party is legally required to make. In the event the receiving party is requested or required to disclose any Confidential Information, the receiving party shall promptly notify the other party of such request or requirement prior to disclosure.
6. **OWNERSHIP OF DOCUMENTS.** All reports, plans, specifications, designs, field data, notes, drawings, computer files, construction documents and other documents and instruments prepared by the Consultant, if any, are acknowledged by Client to be instruments of service and shall remain the property of the Consultant. Unless otherwise provided, Consultant shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.1. Upon full payment of all monies due to Consultant under the terms of this Agreement, the Consultant grants to Client and to the Owner of the Project a nonexclusive license to reproduce the Consultant's final certified copy of the Instruments of Service, if any, solely for purposes of designing, administering, using and maintaining the Project.
- 6.2. The Client and/or the Owner of the Project shall not reuse or make any modification to the Instruments of Service without the prior written consent of the Consultant.
- 6.3. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service from or through the Client without the written authorization of the Consultant.
7. **COMPENSATION and TERMS OF PAYMENT.** Consultant shall be paid the amount(s) set forth in the individual Work Order(s).
- 7.1. Consultant shall send an itemized monthly progress invoice to Client based upon the percentage of completion. Client shall pay each invoice within 30 days of the invoice date, unless Client is required to re-invoice the Owner of the Project for Consultant's services. In the event Client re-invoices Consultant's services to the Owner, Consultant's invoice shall be paid within 10 days of Client receiving Owner's payment for same or within 90 days of Consultant's invoice date, even though Client has not received Owner's payment, whichever date shall first occur.
- 7.2. Payments not paid when due shall draw interest on unpaid amounts at the rate of 1.5% per month from the due date until paid in full. Payments shall be applied first to accrued interest, if any, and the balance to the principle amount due.

- 7.3. All hourly work will be invoiced at the hourly rate shown on the "Snyder & Associates, Inc. Standard Fee Schedule" in effect at the time of the invoice.
8. **STANDARD OF CARE.** In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those Services not meeting such a standard. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
9. **LIMITATION OF LIABILITY.** To the maximum extent permitted by law, the Client agrees to limit the Consultant's, its directors', officers' and employees' (collectively, Consultant) liability to the Client for any and all claims, losses, costs, expenses, damages of any nature or kind whatsoever, so that the total aggregate liability of the Consultant to the Client shall not exceed two times the Consultant's applicable Work Order fee for services or One Hundred Thousand Dollars (\$100,000.00), whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
10. **TIMELINESS OF PERFORMANCE.** The Consultant will perform its Services with reasonable diligence and expediency consistent with sound professional practices.
11. **INSURANCE.** The Consultant will, so long as it is reasonably available and commercially affordable to Consultant, maintain the following minimum insurance to protect against claims arising out of the Services performed under this Agreement. For purposes of this Agreement, reasonably available and commercially affordable shall mean that more than half the consultants practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

Type of Coverage	Limits of Liability
1. Commercial General Liability Bodily Injury (including death) and Property Damage	\$1,000,000 each occurrence \$2,000,000 annual aggregate
2. Commercial Auto Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
3. Umbrella Liability	\$5,000,000 each occurrence \$5,000,000 annual aggregate
4. Professional Liability	\$2,000,000 per claim \$4,000,000 annual aggregate
5. Worker's Compensation Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	Statutory \$1,000,000 each Accident \$1,000,000 each Employee \$1,000,000 Policy Limit

- 11.1. Policies providing the insurance specified in number 1 and 2 above may be endorsed to include Client as an additional insured upon Client's request. Client shall pay for any additional premium charged by the insurer for this endorsement.
- 11.2. All policies may include, upon Client's request, a provision restricting the right of the insurer to cancel such coverage except upon written thirty (30) day's notice to Client.
- 11.3. Certificates evidencing the coverage above shall be delivered, upon Client's request, to Client prior to performing any Services under this Agreement.

- 12. COST ESTIMATE.** A cost estimate, if included in the scope of work, is an opinion of probable construction cost made by the Consultant. In the event the Consultant is requested or required to give a cost estimate for the Project or any part thereof, Client recognizes and acknowledges that neither the Client nor the Consultant has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Client's budget or from any opinion of probable cost prepared by the Consultant.
- 13. CONSTRUCTION OBSERVATION.** If Construction Observation is included in the scope of services, the Consultant shall visit the Project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents.
- 13.1.** Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.
- 13.2.** If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services on a Work Order or as Additional Services by way of a Change Order.
- 13.3.** The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Contract Documents.
- 13.4.** The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Construction Contract Documents or any applicable laws, codes, rules or regulations.
- 14. RECORD DOCUMENTS.** Record Documents, if included in the scope of work, are drawings prepared by the Consultant upon the completion of construction based upon the drawings and other data furnished to the Consultant by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, the Consultant makes no warranty of the accuracy or completeness of the drawings.
- 15. CODE COMPLIANCE.** The Consultant shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of each respective Work Order issued by Client to Consultant. Design changes made necessary by newly enacted laws, codes and regulations after the Work Order date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation based upon Consultant's Standard Fee Schedule. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over a Project under this Agreement, the Consultant shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Consultant in an effort to resolve this conflict.