

16. **SUSPENSION OF SERVICES.** If the client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
17. **TERMINATION.** Either party may terminate this Agreement or any individual Work Order by giving the other party a written seven (7) days notice of its intent to terminate. Consultant shall be responsible for completing any Work Order then pending, unless Client instructs Consultant in writing not to do so. Client shall pay for all services rendered and all reimbursable costs incurred by Consultant up to the date of termination or completion of the Work Order, whichever date shall last occur (the "Final Date"). Final payment to Consultant shall be made within 30 days of the Final Date.
18. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:
- 18.1. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Each party agrees to make a good faith effort to resolve all issues.
- 18.2. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.
- 18.3. Third, if the dispute or any issues remain unresolved after the above steps, either party may submit the dispute or remaining issues to civil litigation.
19. **SEVERABILITY.** Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
20. **SURVIVAL.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
21. **CONFLICTS.** Should conflicts arise between this Master Agreement and any Work Order, the terms and conditions of this Master Agreement shall prevail.
22. **ASSIGNMENT.** The Contract Documents shall not be assigned by either party without the prior written consent of the other party.
23. **ATTORNEYS' FEES.** In the event legal action is necessary to enforce the payment terms of this Agreement, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by the Consultant for such collection action and, in addition, the reasonable value of the Consultant's time and expenses spent for such collection action, computed according to the Consultant's prevailing fee schedule and expense policies.
24. **GOVERNING LAW and JURISDICTION.** Client and Consultant agree that the Contract Documents and any legal actions concerning their validity, interpretation and performance shall be governed by the laws of the State of Nebraska. Any legal action between the Client and Consultant arising out of the Contract Documents or the performance of the services shall be brought in a court of competent jurisdiction in the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement as of the date first above written.

(Type or Print Name above line)

(Client)

SNYDER & ASSOCIATES, INC. (Consultant)

By: _____
(Authorized signature and Title)

By: _____
(Authorized signature and Title)

Date: _____

Date: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

**Supplement to the
Standard Professional Services Master Agreement**

Project No.: _____

Work Order: _____

Effective Date: _____

Snyder & Associates, Inc. (Consultant) agrees to provide to Village of Eagle, Nebraska (Client) the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the "Snyder & Associates, Inc. Standard Professional Services Master Agreement" executed by and between Consultant and Client on the ____ day of _____, ____.

PROJECT NAME:

PROJECT DESCRIPTION:

SCOPE OF WORK:

COMPENSATION:

SPECIAL TERMS AND CONDITIONS:

Consultant is directed to proceed with the Work as set forth herein upon both parties executing this Work Order.

(Type or Print Name above line)

(Client)

SNYDER & ASSOCIATES, INC. (Consultant)

By: _____
(Authorized signature and Title)

By: _____
(Authorized signature and Title)

Date: _____

Date: _____

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II		\$229.00	/hour
Principal I		\$217.00	/hour
Senior		\$198.00	/hour
VIII		\$181.00	/hour
VII		\$172.00	/hour
VI		\$163.00	/hour
V		\$152.00	/hour
IV		\$141.00	/hour
III		\$129.00	/hour
II		\$116.00	/hour
I		\$103.00	/hour
Technical			
CADD, Survey, Construction Observation			
Lead		\$138.00	/hour
Senior		\$132.00	/hour
VIII		\$123.00	/hour
VII		\$113.00	/hour
VI		\$102.00	/hour
V		\$92.00	/hour
IV		\$83.00	/hour
III		\$75.00	/hour
II		\$69.00	/hour
I		\$60.00	/hour
Administrative			
II		\$71.00	/hour
I		\$58.00	/hour
Reimbursables			
Mileage		current IRS standard rate	
Outside Services		As Invoiced	



Scope of Services

Appointed Street Superintendent

Listed below are the services that would be performed annually as the appointed Street Superintendent.

One and Six Year Plan

- Receive input on the One and Six Year Plan.
- Prepare a cost opinion for One Year projects.
- Prepare One and Six Year Plan documents (location map and project summary).
- Furnish One and Six Year Plan documents.
- Assist with questions.

Lane Mile Report

- Update Lane Mile Report.
- Municipality to furnish annexation documents (description and plat) of new annexation areas.

Fee

- The compensation to JEO for providing these services would be the incentive payment that the municipality receives for appointing a Class A Street Superintendent.

JEO will invoice annually in December for the year the JEO employee is appointed the street superintendent. Payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum. Payments will be credited first to interest, then principal.



JEO CONSULTING GROUP

1937 N. Chestnut Street
Wahoo, NE 68066
p. 402.443.4661

EXHIBIT "A"
SCOPE OF SERVICES
SUBDIVISION ASSISTANCE & PLAT REVIEW SERVICES FOR
DEVELOPMENT IN
EAGLE, NEBRASKA

TASK 1 – SUBDIVISION REGULATION ASSISTANCE PRIOR TO PLAT SUBMITTAL

1. Attend Pre-Plat Meeting for proposed subdivision, if desired.
2. Answer questions on zoning of subdivision process posed by the Village Clerk, Zoning Administrator or Developer, as needed.

TASK 2 - PLAN & DOCUMENT REVIEW AT PRELIMINARY PLAT STAGE:

1. Technical review of the following:
 - Review of the proposed zoning change for conformance with Comprehensive Development Plan approved by the Village Board in 2017.
 - Review of preliminary plat for lot layout, lot sizing, conformance with proposed zoning, access and street ROW dedications.
 - Review studies provided for storm water drainage and management, traffic and geotechnical, as required.
 - Review concept plans for paving, sanitary sewer, water, and storm water, erosion control and storm water detention, as applicable to the development.
 - Concept plans will be reviewed for compliance with village regulations and general engineering practices.
2. Provide the Village and developer's consultant with comment letter on the findings of the review.
3. Review of any revised documents submitted after comments provided, prepare additional correspondence as needed.
4. Attend 1 meeting with Village Clerk, Zoning Administrator, Village Attorney and/or Developer as needed to review comments.
5. Attend 1 meeting with Planning Commission.
6. Attend 1 Village Board Meeting.

TASK 3 - PLAN & DOCUMENT REVIEW AT FINAL PLAT STAGE:

1. Technical review of the following:
 - Review of the proposed zoning change for conformance with Comprehensive Development Plan approved by the Village Board in 2017.
 - Review of preliminary plat for lot layout, lot sizing, conformance with proposed zoning, access and street ROW dedications.
 - Review studies provided for storm water drainage and management, traffic and geotechnical, as required.
 - Review concept plans for paving, sanitary sewer, water, and storm water, erosion control and storm water detention, as applicable to the development.
 - Concept plans will be reviewed for compliance with village regulations and general engineering practices.
2. Review of Subdivision Agreement, Maintenance Agreement and any applicable interlocal agreements for the site.
3. Provide the Village and developer's consultant with comment letter on the findings of the review.

4. Review of any revised documents submitted after comments provided, prepare additional correspondence as needed.
5. Attend 1 meeting with Village Clerk, Zoning Administrator, Village Attorney and/or Developer as needed to review comments.
6. Attend 1 meeting with Planning Commission.
7. Attend 1 Village Board Meeting.

TASK 4 – CONSTRUCTION PLAN & SPECIFICATION REVIEW:

1. Technical review of the following final construction plans and specifications (plan sets could be combined as desired):
 - Paving and sidewalks
 - Storm sewer
 - Sanitary Sewer Mains
 - Water Mains
2. Provide the Village and developer's consultant with comment letter on the findings of the review.
3. Review of any revised documents submitted after comments provided, prepare additional correspondence as needed.
4. Attend 1 meeting with Village Clerk, Zoning Administrator, Village Attorney and/or Developer as needed to review comments.

FEE SCHEDULE FOR THIS PROJECT:

The assistance and reviews will be billed on an hourly basis for time required to complete the work outlined in the scope of services. Invoices will be submitted monthly to the Village and are due in 30 days from invoice date. The standard hourly rates for anticipated staff on the project are shown below. The fees listed below are estimated based on past experience and are highly variable depending upon the development compliance with Village regulations and the number of submittals required.

2022 Hourly Rates (Hourly rates are subject to change on or around January every year)

• Senior Engineer	\$200.00
• Engineer	\$130.00
• Planner	\$225.00
• Administrative	\$ 90.00

Estimated Project Fees

• Subdivision Regulation Assistance	\$1,100 to \$1,500
• Preliminary Plat Review	\$2,950 to \$4,000
• Final Plat Review	\$3,000 to \$5,000
• Final Construction Plan Review	\$1,500 to \$3,000
• Additional meetings	\$ 500

DELIVERABLES:

- Meeting notes, as needed
- Written explanations on regulations, as needed
- Review Letters, plan comments.

Additional Services (Not included in the above but could be added if desired):

- Construction Assistance & Field Review