

# CONTRACT FOR SERVICES



## **Richardson County, Nebraska Comprehensive Plan and Zoning Regulations**

This agreement between Richardson County, Nebraska (County) and Marvin Planning Consultants (MPC) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025. This agreement shall consist of this document and other drawings, conditions, and stipulations as shall be mutually agreed to and attached hereto.

The purpose of this agreement is for the project entitled Richardson County, Nebraska, Comprehensive Plan and Zoning Regulations. The scope of services to be performed under this agreement is contained in Section 1. Such work shall begin upon signing this document and is estimated to be substantially completed by January 2027. Modifications or additions to this schedule may be authorized by mutual consent of the County and MPC.

### **SECTION 1 - Scope of Services**

#### **A. MPC** shall provide the following services to the County:

See Attachment #1

MPC may combine the reports listed above to facilitate review and comment. MPC may perform additional services in the direction of the County and with modification to the contract amount in Section 2. Such services shall be mutually agreed to and attached to this document.

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

The Scope of Services covered by this Section and Attachment 1 do not include sections or specific language taken from other political subdivisions' comprehensive plans, zoning ordinances/ regulations, or subdivision regulations as requested by the County, which MPC has not authored. This inclusion of any such plans, ordinances, regulations, or language shall be at the County's own risk, and the County agrees to indemnify and hold MPC harmless from all claims, damages, and expenses, including attorney's fees, arising out of the inclusion of such plans, ordinances, regulations or language requested by the County.

#### **B. COUNTY** shall provide the following:

1. A project manager will be a direct liaison with MPC, providing instruction and direction on behalf of the County.
2. GIS parcel data at no cost

3. Provide all printed materials for meetings prior to the final documents being printed.
4. As needed, copies of all existing base maps owned by or in the possession of the County.
5. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
6. Reasonable assistance in contacting residents and agencies, scheduling activities, and distributing information about the project.
7. Arrange for safe access to and make all provisions for MPC and MPC's Consultants to enter upon public and private property as required for MPC to perform services under this Agreement.
8. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by MPC (including obtaining the advice of an attorney and other consultants as the County deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
9. Give prompt written notice to MPC whenever the County observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MPC services or any defect or nonconformance in MPC's services or in the work of any Subconsultant.
10. The County Attorney reviews documents and regulations for conformity with existing local, state, and federal laws and regulations.
11. MPC shall be entitled to use and rely upon all such information and services provided by the County or others in performing services under this Agreement.

## **SECTION 2 - Contract Sum and Payment**

The County shall pay MPC a fixed fee of \$47,600.00 for performing the scope of services in Section 1. MPC shall bill the County monthly on a percent complete per phase (attached). Payments are due within 30 days.

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

Additional services may be agreed to and added to Section 1. The above shall be billed per the agreement or addendum authorizing such service.

## **SECTION 3 - General Considerations**

### **A. Controlling Law**

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

### **B. Successors and Assigns**

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

### **C. Unless expressly provided otherwise in this Agreement:**

1. Nothing in this Agreement shall be construed to create, impose or give rise

to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than County and MPC.

2. All duties and responsibilities undertaken according to this Agreement will be for the sole and exclusive benefit of the County and MPC and not for the benefit of any other party.

**D. Notices**

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

**E. Severability and Waiver**

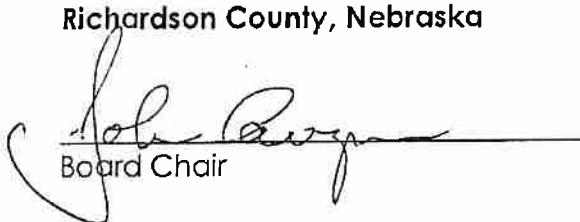
Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or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

**F. Termination of Contract**

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

Signed this 30 day of July, 2025.

Richardson County, Nebraska

  
John Rognes  
Board Chair

Marvin Planning Consultants, Inc.

  
Keith A. Marvin AICP, President

Attest:

# Proposal Fee

## **COMPREHENSIVE PLAN PROJECT KICK-OFF AND ORGANIZATION**

Total Fee: \$ 3,000.00

## **COMMUNITY PROFILE**

Total Fee: \$ 6,600.00

## **ENVISION RICHARDSON COUNTY**

Total Fee: \$ 8,000.00

## **RICHARDSON COUNTY TOMORROW**

Total Fee: \$ 7,500.00

## **IMPLEMENTATION PLAN**

Total Fee: \$ 3,500.00

## **COMPREHENSIVE PLAN**

Total Fee: \$ 28,600.00

## **ZONING AND SUBDIVISION REGULATIONS**

Total Fee: \$ 19,000.00

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## **TOTAL FEES AND TIMEFRAME**

Total Fee: \$47,600.00

Total Time Frame: 14 - 18 months

Timeframe is due to experience with this process. The process is engagement heavy which involves a couple of months of effort.