

CONTRACT
CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-18-07.

1. Architect/Engineer Firm:

- a. Name: Schemmer
- b. Telephone No.: (918) 394-1500
- c. Address: 10820 East 45th Street, Suite 307, Tulsa, OK 74146

2. Project Title and Location: Topographic Survey of Cedar and Commercial Street

3. Contract for: Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an agreed upon fixed fee per the attached proposals.

4. Contract Data:

- a. Contract Amount: Two Thousand and no/100 (\$2,000.00).
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 21 calendar days.

5. The City of Broken Arrow, represented by the Director of Engineering & Construction, and the Professional Service Provider, identified in paragraph 1, agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by the Director of Engineering & Construction on: 5/02/2018

CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: SURV-18-07

The City of Broken Arrow and Schemmer, with its principal place of business located at 10820 East 45th Street, Suite 307, Tulsa, OK 74145, hereby enters into the following Contract:

The Director of Engineering & Construction, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Surveying and related support services associated with public work projects. Professional Surveying services to include site surveying, exhibit preparation, and other surveying services as needed by the City.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Twenty-one (21) calendar days.

It is agreed that the Consultant shall be compensated at agreed upon fixed fee and the total compensation under this contract is Two Thousand and no/100 (\$2,000.00), for the entire Scope of the Professional Services rendered. The City Engineer will issue a Notice to Proceed for each item of work identified under this agreement, following agreement between the consultant and the City. The Consultant shall submit invoices requesting payment for services rendered to the City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City and agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Consultant agrees to abide by and comply with all of the City's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

Leshi Myers
Assistant City Attorney

City of Broken Arrow

By: Alex Mills
Alex Mills, Director of Engr. & Constr.

Attest:

Lisa Blackford
City Clerk

Date 5/2/18

Schemmer

By: Chris D. Huddleston

Attest:

Doug Hill
Corporate Secretary (Seal)

Date: 4-27-18

Nebraska
State of Oklahoma)
County of Lancaster) §.

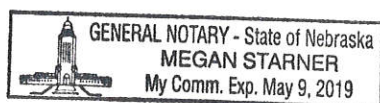
VERIFICATIONS

Before me, a Notary Public, on this 27th day of April, 2018,
personally appeared Charles D. Huddleston, known to me to be the (President,
Vice-President, Corporate Officer, Member, Partner or Other: _____
(Please circle or specify)) of Schemmer to be the identical person who executed the within and
foregoing instrument, and acknowledged to me that he executed the same as his free and
voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

May 9, 2019

Megan Starnes
Notary Public



**CITY OF BROKEN ARROW
PROFESSIONAL SURVEYING AND RELATED SUPPORT SERVICES
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER SURV-18-07**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Professional Surveying services to include site surveying, legal description and exhibit preparation, and other surveying services as needed by the City. Work performed under the contract shall be performed on the agreed upon fixed fee per attached proposals.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Consultant all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1 The Consultant shall provide Professional Surveying services for site surveying; prepare sign/seal exhibits and other surveying related services.

3.2 Additional work will be billed at the hourly rates attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Consultant.

[END OF CONTRACT SPECIAL PROVISIONS]



Spot elevations, gutter flowlines,
inlets, center of street

Spot elevations
every 50'

RR ditch flowlines

spot elevations every 50'