

**CONTRACT
CITY OF BROKEN ARROW
COMPUTER AIDED DRAFTING DESIGN (CADD)
AND RELATED TECHNICAL SUPPORT SERVICES
PROFESSIONAL CONSULTANT AGREEMENT NUMBER: CADD 19-01**

1. Architect/Engineer Firm:

- a. Name: The Schemmer Associates, Inc.
- b. Telephone No.: (402) 493-4800
- c. Address: 1044 N 115th Street, Suite 300, Omaha, NE 68154

2. Project Title and Location: CADD and Related Technical Support Services for City of Broken Arrow

3. Contract for: Providing CADD and Related Technical Services for the production of engineering drawings associated with roadway revisions, drainage, and other public projects. Work performed under the contract shall be performed on an hourly basis using enclosed rates and as requested by the City.

4. Contract Data:

- a. Contract Amount: (Not to Exceed) \$25,000.00.
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 365 calendar days.

5. The City of Broken Arrow, represented by the City Manager 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 Amendments to this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract

6. Contract approved by the City Manager on: _____

**CITY OF BROKEN ARROW
CADD AND RELATED TECHNICAL SUPPORT SERVICES
PROFESSIONAL CONSULTANT AGREEMENT NUMBER CADD 19-01
GENERAL PROVISIONS**

The City of Broken Arrow and The Schemmer Associates, Inc., with its principal place of business located at 1044 N 115th Street, Suite 300, Omaha, NE 68154, hereby enters into the following Contract:

The City Manager representing the City of Broken Arrow is contracting to acquire the professional services of the Consultant to provide CADD and related technical support to prepare and/or revise engineering drawings on roadway and other public projects.

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 Three hundred sixty five days (365) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate and the total compensation under this contract is Not To Exceed Twenty-Five Thousand and No/100 dollars (\$25,000.00) for the entire Scope of the Professional Services rendered. The Consultant shall submit invoices, requesting payment for services rendered, to the City Engineer monthly in accordance with actual progress of the work. The invoices shall be in a format satisfactory to the Engineering Manager. 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 also 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:

City of Broken Arrow

Gesli Myers
Assistant City Attorney

By: _____
Michael L. Spurgeon, City Manager

Attest:

Date _____

Secretary

The Schemmer Associates, Inc.

By: *Matthew J. Sutton*

Attest:

James P. Wayman
Corporate Secretary (Seal) Treasurer

Date: 07/30/2018

VERIFICATIONS

State of Nebraska
County of Douglas §.

Before me, a Notary Public, on this 30 day of July 2018, personally appeared Matthew J. Sutton, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Shareholder (Please circle or specify)) of The Schemmer Associates, Inc. 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:

August 9, 2020

Grace I. Stoddard
Notary Public

State of Nebraska - General Notary
GRACE I. STODDARD
My Commission Expires
August 9, 2020

**CITY OF BROKEN ARROW
CADD AND RELATED TECHNICAL SUPPORT SERVICES
PROFESSIONAL CONSULTANT AGREEMENT NUMBER CADD 19-01
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER CADD 19-01**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide CADD and Related Technical Services for the production of engineering drawings associated with roadway revisions and other public projects. Work performed under the contract shall be performed on an hourly basis as requested by the City.

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 CADD services for revisions to and preparations of engineering drawings for roadway and other Public projects. The technician will be provided with sufficient detail and instruction to revise and prepare drawings and documents for use by the City.

3.2 Work will be billed at the hourly rate listed herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Consultant. See attached Rate sheet.

Schedule of Hourly Rates

Effective January 1, 2018

Standard Rates	
Principal	\$ 220.00
Senior Project Manager	\$ 175.00
Project Manager	\$ 125.00
Senior Registered Architect	\$ 160.00
Registered Architect	\$ 135.00
Senior Design Architect	\$ 125.00
Architect	\$ 95.00
Interior Architect	\$ 95.00
Senior Registered Engineer	\$ 160.00
Registered Engineer	\$ 130.00
Senior Engineer E.I.	\$ 110.00
Engineer E.I.	\$ 95.00
Senior Design Engineer	\$ 175.00
Design Engineer	\$ 120.00
Design Technician II	\$ 105.00
Design Technician	\$ 85.00
CADD Technician	\$ 70.00
Senior Project Representative	\$ 130.00
Project Representative	\$ 95.00
Senior Registered Land Surveyor	\$ 135.00
Registered Land Surveyor	\$ 120.00
3 Man Survey Crew	\$ 205.00
2 Man Survey Crew	\$ 140.00
1 Man Survey Crew	\$ 95.00
Survey Party Chief	\$ 85.00
Survey Instrument Person	\$ 75.00
Field Technician IV	\$ 100.00
Field Technician III	\$ 85.00
Field Technician II	\$ 65.00
Field Technician I	\$ 55.00
Administrative Support	\$ 70.00

NOTE: Hourly rates are subject to change annually each January.