

**THE SCHEMMER ASSOCIATES INC.**ARCHITECTS • ENGINEERS • PLANNERS

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January 3, 1996

Mr. Dwain Bollman, Director of Public Works  
City of Buffalo  
PO Box 557  
Buffalo, Iowa 52728

RE: Water System Improvements  
Professional Services Contract (Revised)  
TSA Project No. 338307

Dear Mayor and City Council:

The Schemmer Associates Inc. Is pleased to submit this revision to our contract for professional services relative to Bidding and Construction Administration for the proposed Elevated Water Tower, Water Treatment System at Well No. 2, new Well Pump at Well No. 1 and connecting watermain as outlined in the proposed plans and specifications. This proposal will modify our Agreement for services dated February 15, 1995.

This revised contract is being submitted for approval because the final construction phase engineering services scope of work has now been defined.

**I. SCOPE OF ENGINEERING BASIC SERVICES**

The Schemmer Associates proposes to provide the following engineering services:

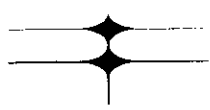
**A. Bidding Phase**

1. Assist City with advertising for bids.
2. Production and distribute plans and specifications to plan rooms and perspective bidders.
3. Answer questions during bidding phase.
4. Conduct pre-bid conference at City Hall.
5. Assist City with evaluation of bids and preparation of contract documents.

**B. Construction Phase**

1. Perform construction administration:
  - a. Pre-construction conference
  - b. Periodic site visits/review
  - c. Shop drawing reviews





2. Construction Phase
  - a. Construction Administration Lump Sum \$9,000
  - b. Inspection Hourly Range \$8,500 to \$10,500
  - c. Staking Hourly Range \$5,500 to \$6,500
  - d. Geotechnical Construction Inspection Hourly Range \$2,500 to \$3,500  
(Performed by others)

**B. Additional Services**

When requested in writing by the client, Engineer will provide additional services at the rates listed in the following schedule, plus any reimbursable expenses. Rates are subject to annual increases after July 1, 1996.


SCHEDULE OF HOURLY RATES

Principal	\$88/hour
Registered Engineer	\$72/hour
Licensed Architect	\$68/hour
Registered Land Surveyor	\$72/hour
Design Engineer	\$48/hour
3-Man Survey Crew	\$90/hour
2-Man Survey Crew	\$75/hour
CADD and Operator	\$55/hour
Engineer Technician	\$48/hour
Drafter/Technician	\$40/hour
Clerical	\$32/hour

**C. Definitions**

1. "Hourly Rates" means salaries and wages paid to Engineer's employees engaged in the work of this Agreement and the cost of their mandatory and customary contributions and benefits related thereto, including social security contributions, unemployment, excise and payroll taxes, workers compensation, insurance, health and retirement benefits, sick leave, vacation, holidays, pensions, similar contributions and benefits and the proportioned cost of general and administrative overhead expenses.
2. "Reimbursable Expenses" mean actual expenditures made by the Engineer to its consultants directly in connection with the Project, and include: expense of out-of-town transportation and subsistence incidental thereto; expense of postage, handling and reproduction of drawings and other documents; amounts of excise, gross receipts or sales tax that may be imposed; expense of data processing, computer aided drawing development and photographic production and reproduction; expense of overtime work requiring higher than regular rates and authorized by the Client; expense of renderings, models and mockups; expense of additional insurance coverage requested by the Client in excess of that normally carried by the Engineer or its consultants.

Billing for our services will be submitted to you monthly for work accomplished to date.



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If this Agreement and the attached General Conditions meet with your approval, please sign and return one copy of this proposal to our office. An executed copy of this proposal will serve as notice to proceed and as contract for services.


We thank you for the opportunity to serve the City of Buffalo in a professional manner. If you have any questions, please do not hesitate to call.

Sincerely,

THE SCHEMMER ASSOCIATES INC.  
Architects-Engineers-Planners

  
Steven A. Honse, P.E.  
Project Engineer

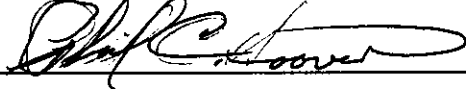
APPROVED:

  
Dale E. Christensen, P.E.  
Operations Vice President

/cmg  
Attachment - General Conditions

ACCEPTED:

CITY OF BUFFALO

By: 

Title: 

Date: 1-22-96

Attest: 

## GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by The Schemmer Associates Inc. pursuant to this Agreement are instruments of its services in respect to this project. They are not intended or represented to be suitable for reuse on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by The Schemmer Associates Inc. shall be at the user's sole risk and without liability or legal exposure to The Schemmer Associates Inc., and the other party to this Agreement shall indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle The Schemmer Associates Inc. to further compensation.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid compensation for services performed to termination date, including reimbursable expenses then due.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the payment shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%).
7. **DELINQUENT PAYMENTS.** (a) Delinquent Progress Payments: It is understood and agreed that should any progress payment hereunder remain due and unpaid for a period of 60 days after invoice, that all services on the part of The Schemmer Associates Inc. will cease and will not resume until all amounts owing for services rendered have been paid in full. Cessation shall not constitute a breach of The Schemmer Associates Inc.'s duties under this agreement, or an election of remedies, and The Schemmer Associates Inc. shall be fully indemnified for any liability or damages thereby caused. (b) Legal Action: No account will be held by The Schemmer Associates Inc. more than 90 days after their invoice. At the end of 90 days all such accounts will be referred for appropriate legal action. (c) Mechanics Liens: Unless specific arrangements for delayed payments have been made, by written agreement, all mechanics lien rights available to The Schemmer Associates Inc. will be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be imposed shall be invoiced as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Schemmer Associates Inc. shall be indemnified and held harmless against all claims related to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** It is understood and acknowledged that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any particular, except by writing, expressly limiting the application of the terms of this Agreement.