

**AMENDMENT NO. 1  
TO  
COMPUTER AIDED DRAFTING DESIGN (CADD)  
AND RELATED TECHNICAL SUPPORT SERVICES  
PROFESSIONAL SERVICES CONTRACT NUMBER: CADD 19-01**

**1. Architect/Engineer Firm:**

- a. Name: The Schemmer Associates, Inc.
- b. Telephone No.: (402) 493-4800
- c. Address: 1044 N 115<sup>th</sup> 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: \$25,000.00
- b. Amendment No. 1 Amount: \$15,000.00 (Not to exceed)
- c. Total Not to Exceed: \$40,000.00
- d. Liquidated Damages: N/A.
- e. The total time allowed for contract completion (including Amendment No. 1) has not changed.

**5.** The City of Broken Arrow ("City"), represented by the City Manager, and the Consultant, 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. Professional Services Contract Number: CADD 19-01
- b. Duly Authorized Amendments to the Contract
- c. Consultant's Letter Agreement

**6. Amendment approved by the City Council on:** \_\_\_\_\_

**AMENDMENT NO. 1  
TO  
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 Amendment No. 1 to the 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.

Amendment No. 1 does not change the original Contract time and completion date.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate and the Amendment No. 1 compensation is Not to Exceed Fifteen Thousand and No/100 dollars (\$15,000), and the total compensation under this contract is Not To Exceed Forty Thousand and No/100 dollars (\$40,000.00) 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 City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

**OWNER:**

City of Broken Arrow, a Municipal Corporation

Approved as to form:

By [Signature]  
Assistant City Attorney

By \_\_\_\_\_  
Michael L. Spurgeon, City Manager

Date \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

**CONSULTANT:**

The Schemmer Associates, Inc.

By [Signature]  
Charles D. Huddleston  
(Printed Name and Title)  
Executive Vice President  
Date 4-4-19

(CORPORATE SEAL) if applicable

Attest

By [Signature]  
Matthew J. Sutton  
(Printed name and title) Manager, Civil Engineering  
Date 4/4/19

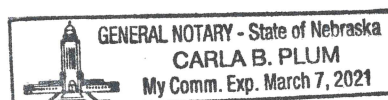
**VERIFICATION**

State of Nebraska )  
 ) §  
County of Douglas )

Before me, a Notary Public, on this 4th day of April, 2019, personally appeared Charles D. Huddleston, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: \_\_\_\_\_ of THE SCHEMMER ASSOCIATES, INC., and 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:

March 7, 2021  
Carla B. Plum  
Notary Public



**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES CONTRACT NO. CADD 19-01  
CITY OF BROKEN ARROW**

**CONSULTANT'S SCHEDULE OF HOURLY RATES (See attached)**



## 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.