

**AMENDMENT NO. 1
TO
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL REAL ESTATE APPRAISAL AND RELATED SUPPORT SERVICES
23rd ST. WIDENING FROM ALBANY ST. TO OMAHA ST. AND BRIDGE
REPLACEMENT
PROJECT NUMBER: ST1931 & ST1932**

1. Professional Service Provider:

- a. Name: Smith-Roberts Land Service, Inc.
- b. Telephone No.: 405-843-7500
- c. Address: 4832 Richmond Square, Oklahoma City, OK 73118

2. Amendment(s):

The contract identified above ("Original Agreement") is amended as follows:

3. Compensation: Professional Service Provider shall be compensated at the rates on a per parcel basis in accordance with the amended Attachment 1 and the total compensation under this contract is Not to Exceed Forty-Two Thousand Fifty and No/100 (\$42,050.00) for the amended Scope of the Professional Services rendered, which is comprised of one additional parcel for acquisition to the original agreement. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

4. Entirety of Agreement: Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

5. Effective Date: This Amendment No. 1 is effective upon signature of both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
Smith-Roberts Land Services, Inc.

By: _____
Michael L. Spurgeon, City Manager

By: Mark Bilyeu
Mark W. Bilyeu

Date: _____

Title: President

Attest: _____
City Clerk [Seal]

Date: 8/15/2024

Date: _____

Attest: Dayna Harper
Dayna L. Harper

Title: Secretary / Treasurer

Date: 8/15/2024

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Oklahoma) §

Before me, a Notary Public, on this 15 day of August, 20 2024, personally appeared Mark Bilyeu, known to me to be the President of Smith-Roberts Land Services, 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.



Addison Dunford
Notary Public



ATTACHMENT 1 - FEE SCHEDULE
AMENDMENT
North 23rd Street Widening
Albany Street to Omaha Street
ST1931

DATE: July 16, 2024

PROJECT MANAGEMENT (PM):

4	Parcels for Acquisition @	\$ 900.00	each =	\$ 3,600.00
4	Parcels - Asst. PM @	\$ 400.00		\$ 1,600.00
4	Appraisals @	\$ 400.00	each =	\$ 1,600.00

PM Total Estimated Not to Exceed: \$ 6,800.00

TITLE

4	Title Reports @	\$ 800.00	per report =	\$ 3,200.00
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Title Total Estimated Not to Exceed: \$ 3,200.00

*Costs incurred for copies will be submitted to the City as a pass-through.

APPRAISAL

4	Narrative Summary Appraisal Reports @	\$ 3,500.00	per report =	\$ 14,000.00
4	Appraisal Review Reports @	\$ 1,500.00		\$ 6,000.00

Appraisal Total Estimated Not to Exceed: \$ 20,000.00

ACQUISITION:

0	Parcels for Waivers Valuations @	\$ 3,350.00	each =	\$ -
4	Appraised Parcels @	\$ 2,950.00	each =	\$ 11,800.00

Acquisition Total Estimated Not to Exceed: \$ 11,800.00

*Banking costs incurred will be submitted to the City as a pass-through.

INCIDENTALS:

To be paid on documented, various project related activities

Incidentals Total Estimated Not to Exceed: \$ -

MILEAGE:

To be paid on documented, various project related activities

Mileage Total Estimated Not to Exceed: \$ 250.00

TOTAL ESTIMATED FEES: \$ 42,050.00

Items not included, to be done by

City of Broken Arrow

All payments	Mapping Plans & Documents	Disposal of Improvements
Relocation Assistance	Property Management	ROW & Utility Staking
Condemnations	Utility Relocation Coordination	

- NOTES:**
- 1) All quoted per UNIT FEES are firm. The number of UNITS are estimated based on information provided. Therefore, the number of UNITS may change (increase or decrease) depending on the demands of the project and/or design changes that may increase or decrease the final parcel count.
 - 2) This fee schedule does not include any BIA ownerships (fees will need to be amended if BIA ownerships are discovered).
 - 3) Annual Price Adjustment – After twelve (12) months from the date of this proposal, the above shown fees shall increase five (5) % annually.
 - 4) This proposal is based on information provided to SRLS by the City as of the date of this proposal.

I hereby acknowledge receipt of and approve the above fees.

City of Broken Arrow

Date