

**CONTRACT
CITY OF BROKEN ARROW
RIGHT OF WAY / PROPERTY ACQUISITION SERVICES
FOR VARIOUS CITY PROJECTS
PROFESSIONAL SERVICES CONTRACT**

1. Professional Services Provider:

- a. Name: Seven C's Enterprises, Inc. dba Terra Acquisition Services
- b. Telephone No.: 918-605-1436
- c. Address: 8301 East 74th Place

2. Project Title and Location: Right of Way Services for Various City Projects

3. Contract for: Obtaining Right of Way or other properties required for various capital improvement projects in the City of Broken Arrow, in accordance with the attached Letter Agreement.

4. Contract Data:

- a. Contract Amount: Not to Exceed \$30,000.00
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 90 calendar days.

5. The City of Broken Arrow ("City"), represented by the City Manager, and the 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. Service Provider's Proposal for this Contract

6. Contract approved by the City Manager on: _____

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The City of Broken Arrow, an Oklahoma Municipal Corporation (City) and Seven C's Enterprises, Inc. dba Terra Acquisition Services (Right of Way Agent) with his principal place of business located at 8301 East 74th Place, Tulsa, Oklahoma 74133, hereby enter into the following Contract:

The City Manager representing the City desires to employ the professional services of the Right-of-Way Agent to conduct Right of Way / Property Acquisition Services for various City projects as outlined in the Right-of-Way Agent's proposal, attached as Exhibit 1.

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 is expected to be completed within Ninety (90) calendar days.

It is agreed that the Right-of-Way Agent shall be compensated at a rate not to exceed Thirty Thousand and No/100 (\$30,000.00) for the entire Scope of the Professional Services rendered. The Right-of-Way Agent shall submit invoices, requesting payment for services rendered, to the City Engineer in accordance with the attached Right-of-Way Agent's proposal (Exhibit 1). 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 Right-of-Way Agent 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 Right-of-Way Agent's position is not a traditional City employee position, therefore the foregoing constitutes all the benefits and other forms of compensation due the Right-of-Way Agent, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Right-of-Way Agent agrees to abide by and comply with all of the City's Administrative Policies.

The Right-of-Way Agent shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Right-of-Way Agent 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.

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES CONTRACT
RIGHT OF WAY / PROPERTY ACQUISITION SERVICES
FOR VARIOUS CITY PROJECTS**

SPECIAL PROVISIONS ATTACHMENT

SPECIAL PROVISIONS

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Right-of-Way Agent shall conduct Right of Way / Property Acquisition Services for various City projects identified by the City Engineer, as outlined in the Right-of-Way Agent's proposal, attached as Exhibit 1.

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

2.1. Furnish to Right-of-Way Agent all data, in its possession, necessary for the Right-of-Way Agent 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 RIGHT-OF-WAY AGENT SHALL:

3.1 As outlined in the attached Right-of-Way Agent's proposal, attached as Exhibit 1. The Right-of-Way Agent will submit a work schedule for each project identified by the City Engineer after this Contract has been signed.

EXHIBIT 1

RIGHT-OF-WAY AGENT'S PROPOSAL AND FEE SCHEDULE

April 12, 2016

Thomas D. Hendrix, P.E.
City Engineer
City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, OK 74013

RE: Letter Agreement
Right of Way Projects

Dear Mr. Hendrix:

This letter will serve as the Proposal between Seven C's Enterprises, Inc dba Terra Acquisition Services (Right of Way Agent) and City of Broken Arrow (The City) concerning the Right of Way and Easement acquisition for projects as outlined and deemed appropriate by The City.

I SCOPE OF WORK:

- A. Right of Way Agent will initiate contact by letter and personal visit to all projected parcel owners.
- B. Right of Way Agent will initially try to obtain by gift all necessary easements or fee simple deeds.
- C. Right of Way Agent will follow up with offers to obtain necessary easements or fee simple deeds with approval by The City.
- D. Right of Way Agent will work with the City engineers or any Consulting Engineering firm to determine alignment and any changes affecting parcel owners.
- E. Right of Way Agent will have access to all engineering information needed to adequately perform duties.
- F. The City will provide the easements or deeds to Right of Way Agent. Right of Way Agent does have forms that can be used subject to The City's legal department.
- G. Right of Way Agent will keep The City informed of all negotiations, contacts and documentation.

This Scope of Work will be performed for a fee in the amount of \$1,200.00 per simple parcel.

II ADDITIONAL SCOPE OF WORK:

- A. TITLE RESEARCH-Initial title information will be provided by The City. The Right of Way Agent can obtain title information at the request of the City.

If additional research will be needed either by the City or Right of Way Agent then research will be completed by outside contractor with payment directed through The City.

- B. APPRAISAL SERVICES-Appraisals will be coordinated with The City and ordered on an as needed basis with payment directed through The City.
- C. OTHER PROFESSIONAL SERVICES-Other services such as mortgage subordinations, closings, minor legal work or any other services as needed or as directed by The City will be performed on an as needed basis. The cost of these services will be determined by mutual agreement between The City and Right of Way Agent. The Right of Way Agent may invoice separately for any additional services requested.
- D. In the projects require federal acquisition criteria then the Right of Way Agent will have the ability to negotiate a fee based on the increased criteria.

III PAYMENT FOR SERVICES AND EXPENSES

- A. Payment will be invoiced for ¼ after the initial contact is made by Right of Way Agent.
- B. Payment will be invoiced for the balance after the obtaining of the documents or the filing of any condemnation.
- C. Right of Way Agent will be reimbursed for expenses, which would fall outside the Scope of Work at the direction of The City.
- D. Invoices will be paid within 30 days after receipt by The City.
- E. Payments will be made to Seven C's Enterprises, Inc.

IV TIME SCHEDULE

- A. Right of Way Agent will initiated contact after receiving approval of Agreement, obtaining work documents and obtaining addresses of parcel owners.
- B. The time frame is anticipated to be approximately 90 days from approval of Agreement or such time as is mutually agreed upon with The City and Right of Way Agent.

Approved:
City of Broken Arrow

Approved:
Seven C's Enterprises, Inc.
Terra Acquisition Services

Mike Craddock-Right of Way Agent

Date

Date

April 12, 2016

Thomas D. Hendrix, P.E.
City Engineer
City of Broken Arrow
485 North Poplar Avenue
Broken Arrow, OK 74013

RE: Fee Schedule
Right of Way Projects

Dear Mr. Hendrix:

This letter will serve as the Fee Schedule for the Right of Way and Easement projects as outlined by The City of Broken Arrow (The City) and Terra Acquisition Services (TAS).

- A. TITLE RESEARCH-Title reports are \$75.00 and up, which cost will be negotiated between The City and the title company. Title commitments ordered are at their cost as needed. The payment may be either through TAS or The City.
- B. APPRAISAL SERVICES-Appraisals and/or Market Analysis' will be ordered on an as needed basis. The payment may be either through TAS or The City.
- C. MORTGAGE RELEASES/SUBORDINATIONS/ADDITIONAL DEEDS OR RELEASES-\$100 to \$300 depending upon amount of documentation needed.
- D. CLOSING FEES-\$100-\$300 depending upon the complexity of the closing.
- E. RECORDING FEES-Priced determined by the agency providing service.
- F. OTHER PROFESSIONAL SERVICES-Any other services as directed by The City will be performed on an as needed basis. The cost of these services will be determined by mutual agreement between the Engineering Department and Right of Way Agent. The Right of Way Agent may invoice separately for any additional services requested.

Seven C's Enterprises, Inc.
Terra Acquisition Services

Mike Craddock-Right of Way Agent