

**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
PROFESSIONAL REAL ESTATE APPRAISAL AND RELATED SUPPORT SERVICES  
PROJECT NUMBER: ST1931**

**1. PROFESSIONAL SERVICE PROVIDER:**

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

**2. PROJECT TITLE AND LOCATION:** PROFESSIONAL REAL ESTATE APPRAISAL AND RELATED SUPPORT SERVICES FOR CITY OF BROKEN ARROW PROJECT NUMBER ST1931 – 23<sup>RD</sup> STREET WIDENING FROM ALBANY TO OMAHA.

**3. Contract for:** Providing Professional Real Estate Appraisal and Related Support Services associated with City of Broken Arrow Project Number ST1931 – 23<sup>rd</sup> Street Widening from Albany to Omaha. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the rates on a per parcel basis in accordance with Attachment 1 and the total compensation under this contract is Not to Exceed Thirty-One Thousand Six Hundred and No/100 (\$31,600.00) for the entire Scope of the Professional Services rendered. 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.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within one hundred sixty (160) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required

for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on each required policy:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

**8. Indemnification:** The Professional Services Provider agrees to defend, indemnify, and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Services Provider, its agents or employees.

**9. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws").

**10. Governing Documents:** The parties 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. Attachment A to this Contract
- c. Duly Authorized Amendments arising out of this Contract

**11. Electronic Signatures:**

The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If the Professional Services Provider signs this Contract electronically and/or submits documents electronically, the Professional Services Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**12. Governing Law:** This agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**13. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**14. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

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.

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

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Digitized by srujanika@gmail.com

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12/12/2022

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City Clerk [Seal]

Attest:

Date:

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Dayna L. Harper

Approved as to form:

Date: 12/13/2023

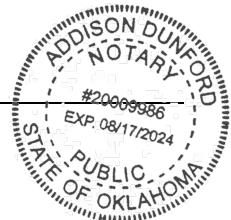
Graham Parker  
Assistant City Attorney

## VERIFICATIONS

State of Oklahoma )  
 ) §  
County of Oklahoma )

Before me, a Notary Public, on this 13 day of December 2023, personally appeared Mark W. 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 s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Addison Dunford  
Notary Public



**CITY OF BROKEN ARROW  
PROFESSIONAL SERVICES AGREEMENT  
PROFESSIONAL REAL ESTATE APPRAISAL AND RELATED SUPPORT SERVICES  
PROJECT NUMBER: ST1931**

**ATTACHMENT A**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional Real Estate Appraisal and Related Support Services associated with Project Number ST1931 – 23<sup>rd</sup> Street Widening from Albany to Omaha. Services performed to include title reports, appraisals, and right-of-way acquisition services for three parcels, specified by the City, within the roadway widening project limits. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

2.1. 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 PROFESSIONAL SERVICE PROVIDER SHALL:**

3.1 The Professional Service Provider shall provide title reports, appraisals, and right-of-way acquisition services for three parcels, as specified by the City.

3.2 Work will be a not to exceed contract all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF ATTACHMENT A]

**ATTACHMENT 1 - FEE SCHEDULE****North 23rd Street Widening  
Albany Street to Omaha Street  
ST1931****DATE:** November 7, 2023**PROJECT MANAGEMENT (PM):**

<input checked="" type="checkbox"/> 3 Parcels for Acquisition @	\$ 900.00	each =	\$ 2,700.00
<input checked="" type="checkbox"/> 3 Parcels - Asst. PM @	\$ 400.00		\$ 1,200.00
<input checked="" type="checkbox"/> 3 Appraisals @	\$ 400.00	each =	\$ 1,200.00
<b>PM Total Estimated Not to Exceed:</b>			<u>\$ 5,100.00</u>

**TITLE**

<input checked="" type="checkbox"/> 3 Title Reports @	\$ 800.00	per report =	\$ 2,400.00
<b>Title Total Estimated Not to Exceed:</b>			<u>\$ 2,400.00</u>

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

**APPRAISAL**

<input checked="" type="checkbox"/> 3 Narrative Summary Appraisal Reports @	\$ 3,500.00	per report =	\$ 10,500.00
<input checked="" type="checkbox"/> 3 Appraisal Review Reports @	\$ 1,500.00		\$ 4,500.00
<b>Appraisal Total Estimated Not to Exceed:</b>			<u>\$ 15,000.00</u>

**ACQUISITION:**

<input checked="" type="checkbox"/> 0 Parcels for Waivers Valuations @	\$ 3,350.00	each =	\$ -
<input checked="" type="checkbox"/> 3 Appraised Parcels @	\$ 2,950.00	each =	\$ 8,850.00
<b>Acquisition Total Estimated Not to Exceed:</b>			<u>\$ 8,850.00</u>

\*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:** \$ 500.00**MILEAGE:**

To be paid on documented, various project related activities

**Mileage Total Estimated Not to Exceed:** \$ 250.00**TOTAL ESTIMATED FEES:** \$ 31,600.00**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.

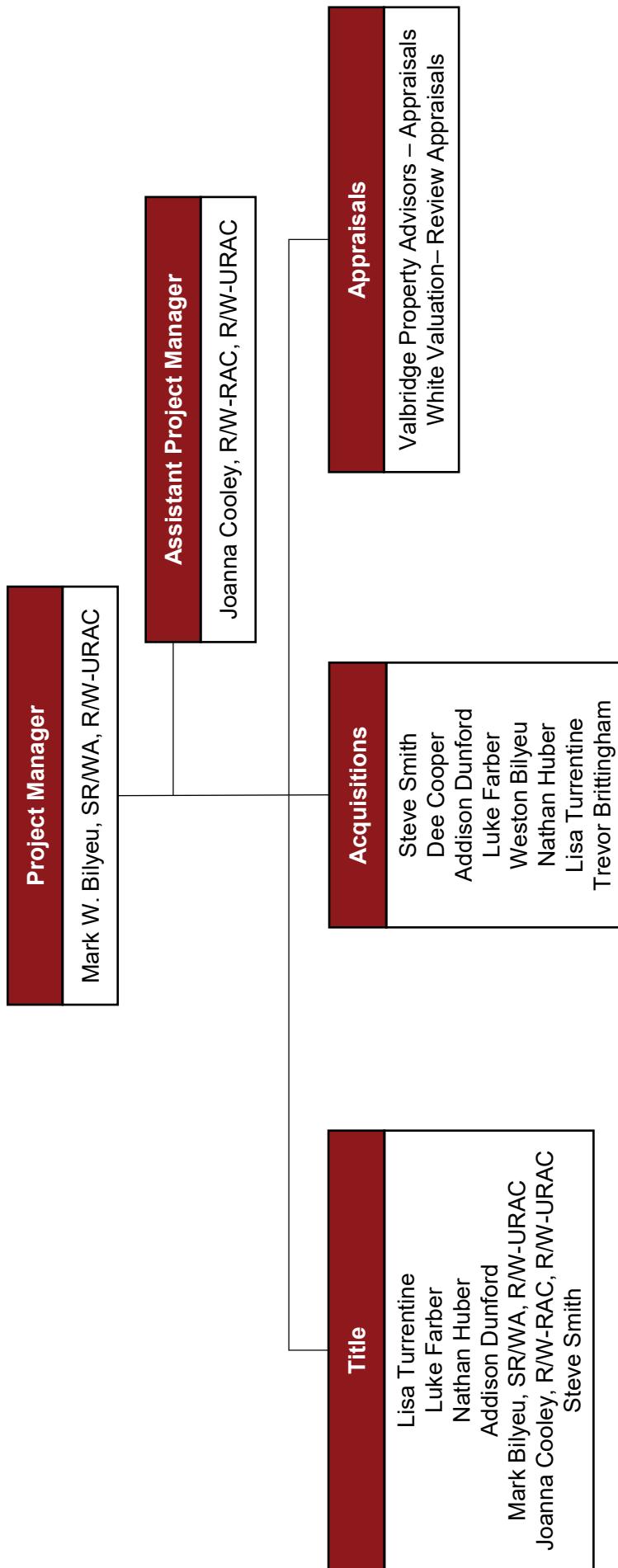
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City of Broken Arrow

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Date

# KEY PERSONNEL





November 4, 2023

Dayna L. Harper  
Marketing Coordinator/Resource Manager  
Smith-Roberts Land Services, Incorporated  
4832 Richmond Square  
Oklahoma City, Oklahoma 73118

via email – dharper@srls.net

**RE: Appraisal Proposal**  
Right-of-Way Acquisitions  
City of Broken Arrow – ST1931  
23<sup>rd</sup> Street Albany to Omaha

Dear Ms. Harper:

In response to your request, our firm wants to submit the following proposal for the appraisal of noted acquisition parcels associated with the above-referenced road improvements project.

Report Scope: 3 (Per Request) Appraisal Reports written to meet ODOT and UASFLA requirements.

Appraisal Fee: \$3,500.00 per parcel

Delivery: Within 30 days from the Notice to Proceed.

Please contact me if you have questions or need further clarification regarding our proposal. I look forward to hearing from you. Thank you for the opportunity.

Kindest regards,

A handwritten signature in blue ink, appearing to read "Stephen C. Walton".

Stephen C. Walton, MAI, CCIM  
Senior Managing Director

**Valbridge Property Advisors | Oklahoma**  
6666 South Sheridan Road, Suite 104  
Tulsa, Oklahoma 74133  
Phone: (918) 712-9992  
Web: [www.Valbridge.com](http://www.Valbridge.com)

## Qualifications of Stephen C. Walton, MAI, CCIM

### Senior Managing Director

Valbridge Property Advisors | Walton Property Services, L.L.C.

*Independent Valuations for a Variable World*

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#### **State Certifications**

State of Oklahoma  
11392CGA

#### **Education**

Bachelor of Science  
Business Administration  
Oklahoma State  
University

#### **Contact Details**

[swalton@valbridge.com](mailto:swalton@valbridge.com)  
918-712-9992 (p)  
918-742-3061(f)

Valbridge Property  
Advisors | Walton  
Property Services, LLC  
6666 South Sheridan  
Road  
Suite 104  
Tulsa, Oklahoma 74133

[www.valbridge.com](http://www.valbridge.com)

#### **Membership/Affiliations:**

Board Member: Oklahoma Real Estate Appraiser Board  
Member: Appraisal Institute - MAI Designation (#10599)  
Member: CCIM Institute – CCIM (#11365)  
Member: National Association of Realtors  
Member: Greater Tulsa Association of Realtors

#### **Qualified Expert Witness:**

United States Bankruptcy Court  
Tulsa County District Court  
Oklahoma County District Court  
Rogers County District Court

#### **Appraisal Institute & Related Courses:**

Uniform Standards of Professional Appraisal Practice  
Business Practices and Ethics  
Comprehensive Appraisal Workshop  
Report Writing and Valuation Analysis  
Case Studies in Real Estate Valuation  
Capitalization Theory and Techniques A/B  
Basic Valuation Procedures  
Rates, Ratios and Reasonableness  
Real Estate Appraisal Principles  
Real Estate Finance, Statistics, and Valuation Modeling  
Market Analysis for Commercial Investment Real Estate  
Financial Analysis for Commercial Investment Real Estate  
User Decision Analysis for Commercial Investment Real Estate  
Investment Analysis for Commercial Real Estate

#### **Experience:**

#### **Owner and Senior Managing Director**

Valbridge Property Advisors | Walton Property Services, LLC (1996-Present)

Appraisal/valuation and consulting assignments include: apartment buildings; retail buildings and shopping centers; office buildings; industrial buildings; religious and special purpose properties including schools, churches and hotels and motels; residential subdivisions; and vacant industrial, commercial and residential land.

*State of Oklahoma*



*Glen Mulready, Insurance Commissioner*

**Oklahoma Real Estate Appraiser Board**

*This is to certify that:*

***Stephen Walton***

*has complied with the provisions of the Oklahoma Real Estate Appraisers Act to transact business as a **State Certified General Real Estate Appraiser** in the State of Oklahoma.*

*In Witness Whereof, I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this 15th day of November, 2021.*

A handwritten signature in black ink that appears to read "Glen Mulready".

*Glen Mulready, Insurance Commissioner  
Chairperson, Oklahoma Real Estate Appraiser Board*

*Members, Oklahoma Real Estate Appraiser Board*



A handwritten signature in black ink that appears to read "Michael C. Scott".

A handwritten signature in black ink that appears to read "Kelly B. Johnson".

*Brandon Wott*

*Patricia M. Brown*

A handwritten signature in black ink that appears to read "Ryan C. Zitz".

*Expires:*

*11/30/2024*

*Oklahoma Appraiser Number:*

*11392CGA*

## WHITE VALUATION SERVICES, INC.

Real Estate & MTS Appraisal & Consulting  
P. O. Box 66, Chandler, Oklahoma 74834  
Tel: (405) 650-1892 / (405) 258-8620  
Email: [whitevaluation@gmail.com](mailto:whitevaluation@gmail.com)

November 7, 2023

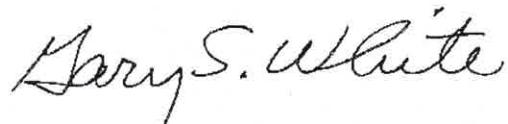
Dayna L. Harper  
Marketing Coordinator/Resource Manager  
Smith-Roberts Land Services, Inc.

Re: Appraisal Review Bid – City of Broken Arrow

3 Appraisal Review @ \$1,500 each

Total \$4,500

Respectfully,



Gary S. White  
OK Certified General Appraiser No. 12606CGA