

**CONTRACT
CITY OF BROKEN ARROW
REAL ESTATE APPRAISAL REVIEW SERVICES
PROFESSIONAL SERVICES CONTRACT
CONTRACT NUMBER ST0914**

1. Service Provider:

- a. Name: Franklin & Associates, Inc.
- b. Telephone No.: 405-509-2020
- c. Address: 3839 S. Boulevard, Suite 200, Edmond, OK 73013

2. Project Title and Location: 23rd Street Improvements Tulsa/Wagoner County - ST0914

3. Contract for: Real estate appraisal services for review of roadway appraisals on roadway right-of-way acquisition.

4. Contract Data:

- a. Contract Amount: Not to exceed twelve thousand seven hundred fifty and no/100 dollars (\$12,750.00).
- b. Liquidated Damages are not a part of this Contract.
- c. This Contract will remain in effect for a period of twenty-four (24) months from the date of execution.

5. The City of Broken Arrow ("City"), represented by the City Manager, and the Appraisal Reviewer, identified in paragraph 1 ("Service Provider") 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. General Provisions set out in this Contract.

6. Contract approved by the City Manager on: Sept. 2, 2016

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The City of Broken Arrow, a Municipal corporation (“City”) and Franklin & Associates, Inc., (“Service Provider”) with principal place of business located at 3839 S. Boulevard, Suite 200, Edmond, Ok 73013, hereby enter into the following Contract:

The Acting City Manager, representing the City, desires to employ the professional services of Franklin & Associates, Inc., to provide real estate appraisal review services for 23rd Street Improvements, Tulsa/Wagoner County.

The Service Provider shall perform all services required to estimate just compensation due to the property owners as a result of the proposed right-of-way and easement acquisitions for the referenced project.

The Service Provider shall be compensated for required services on a per appraisal basis of \$750.00 per review.

Professional Services rendered are payable following the first eligible City Council meeting following the date of invoice submittal. The Service Provider shall submit a payment request to the Right-Of-Way Agent when the work is completed. The payment request shall be presented in a form agreeable to the Right-Of-Way Agent.

The Service Provider 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 services in a professional manner.

The parties agree that the Service Provider’s position is not a traditional City employee position. Therefore, it is agreed that the above compensations include all direct and indirect costs of the services provided, and the Service Provider is not eligible for any benefits paid to regular full-time City employees. The Service Provider agrees to abide by and comply with all of the City’s Administrative Policies.

The Service Provider shall be responsible for the cost of all his own insurance policies as may be necessarily required for liability insurance, auto insurance, and/or health insurance.

The foregoing Professional Services Contract is contractual in nature, superseding all previous negotiations, and may not be modified except in writing, which is executed by the parties bound thereby.

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.

