

Amendment No. 1
CITY OF BROKEN ARROW
PROFESSIONAL SERVICES CONTRACT
BETWEEN SEVEN C'S ENTERPRISES, INC.
AND
CITY OF BROKEN ARROW

1. Acquisition Firm:

- a. Name: Seven C's Enterprises, Inc. dba Terra Acquisition Services
- b. Telephone No.: (918) 605-1436
- c. Address: 8301 East 74th Place, Tulsa, OK 74133

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

- 3. Contract Amendment for:** Obtaining Right-of-Way or other properties required for various capital improvements in the City of Broken Arrow. At the direction of the City, the Contract Right-of-Way Agent shall provide continued services for the various city projects. The Contract Right-of-Way Agent shall provide services on an hourly basis in accordance with the **attached Hourly Rate Schedule**. Hourly rates shall include overhead and profit.

All other provisions of the original contract apply.

4. Contract Data:

- a. Amendment No. 1 amount shall not exceed twenty-four thousand dollars and 00/100. (\$24,000.00)
- b. The total time allowed for amended contract completion is 90 calendar days.

- 5.** The City of Broken Arrow represented by the City Manager, and the Acquisition firm, identified in paragraph 1 agree to perform this 1st Amendment to the Contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of the Contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This 1st Amendment to the Contract
- b. The Contract
- c. Special Provisions set out in the Contract
- d. General Provisions set out in the Contract

- 6. Amendment approved by the City Manager on:** Sept. 2, 2016

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.

Approved as to form:

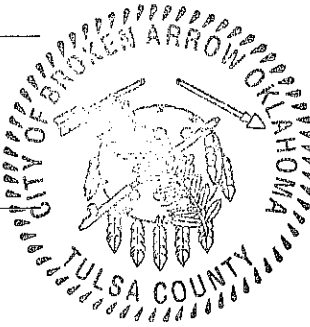
[Signature]
Assistant City Attorney

City of Broken Arrow

[Signature] 9/3/16
By: Michael L. Spurgeon City Manager

Attest:

[Signature]
City Clerk



Date Sept. 2, 2016

Seven C's Enterprises, Inc. dba Terra
Acquisition Services

By: [Signature]
Michael Craddock

Attest:

[Signature]
Corporate Secretary (Seal)

Date: 8-30-16

VERIFICATION (if not a corporation)

State of Oklahoma)
) §.
County of Tulsa)

Before me, a Notary Public, on this 30th day of August, 2016, personally appeared Michael Craddock, known to me 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:

[Signature]
Notary Public

August 29, 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 \$1,500.00 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.

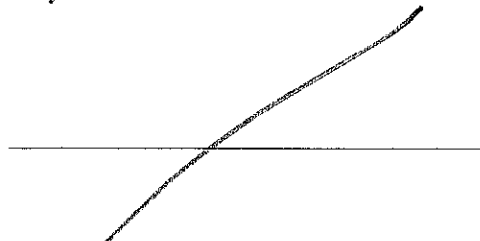
III PAYMENT FOR SERVICES AND EXPENSES

- 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.
- F. Other Professional Services shall billed bill at \$125.00 per hour of actual time and Administrative Assistant time shall be bill at \$50.00 per hour of actual time.

IV TIME SCHEDULE

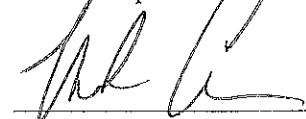
- A. Right of Way Agent will initiated contact after receiving approval of Agreement, obtaining work documents and obtaining addresses of parcel owners.
- B. The time frame is anticipated to be approximately 90 days from approval of Agreement or such time as is mutually agreed upon with The City and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

Approved:
City of Broken Arrow



Date

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



Mike Craddock-Right of Way Agent
8-30-16

Date