AGREEMENT FOR
PROFESSIONAL RIGHT OF WAY APPRAISAL SERVICES

THIS AGREEMENT, made on this 18th day of June, 2019, by and between the City of Joplin, Missouri, whose address is 602 Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Deborah Pearson & Co, Inc., 2802 Illinois Av, Joplin, MO 64804 hereinafter referred to as the "Appraisal Firm" for professional right of way appraisal services on 32nd Street from Schifferdecker west to Central City Road, herein referred to as the "Project".

WHEREAS, the City desires to retain a professional appraisal firm to assist the City in performing right of way appraisals for fifty (50) parcels on 32nd Street from Schifferdecker west to Central City Road, in Joplin, Missouri, as outlined by your correspondence on April 5, 2019. For purposes of this agreement, a parcel is defined as a tract of land as per County records even if more than one parcel is owned by same owners.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I - SERVICES

The Appraiser agrees to diligently perform in a professional and workmanlike manner the following services:

A. Perform right of way appraisals on the project as more specifically set forth in the Description of Services, attached hereto as Attachments A & B incorporated by reference.

ARTICLE II - AGREEMENT TIME

This Agreement becomes effective upon execution of this Agreement and it will terminate upon the completion of Appraiser's duties and obligations under this Agreement. The Appraiser will complete its services in accordance with the Project Timeline as more specifically set forth in Attachment "A".

ARTICLE III - GENERAL CONDITIONS

1. The Appraisal Firm shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary insurance.

2. The Appraisal Firm shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Appraisal Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Appraisal Firm to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraisal Firm, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Appraisal Firm shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports and other materials produced in connection with this Agreement shall be retained by the Appraisal Firm. The Appraisal Firm shall provide copies for City of such records upon request.

7. City shall have the right to make changes within the general scope, type of report requested, change in project plans creating a change in a report or any other Appraisal Firm's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President of the Appraisal Firm.

ARTICLE IV - RESPONSIBILITIES

The Appraisal Firm shall:

1. Provide a staff that is experienced in performing the work.

2. Deliver in a timely manner all services specified herein.

3. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with The Uniform Standards of Professional Appraisal Practice. If Appraisal Firm fails to meet the foregoing standard, Appraisal Firm will perform at its own cost, and without additional reimbursement from City the Appraisal practices necessary to correct errors and omissions caused by Appraisal Firms failure to comply with above standard provided said errors or omissions are reported to the Appraisal Firm within one year from the completion of Appraisal Firm's services for this Project.

ARTICLE V - **COSTS AND PAYMENTS**

1. The City will be billed by invoice for professional time and services provided by the Appraisal Firm in the amount of $858.00 per parcel and $100 an hour for all other services as outlined in Attachment B. The cost per parcel is based upon the bid for sixty parcels and is subject to change if the number of parcels change hereafter. Each appraisal submitted will include an invoice as described above.

2. Appraisal Firm shall prepare and submit an invoice to the City as each appraisal is delivered to the City and City will pay said invoice within thirty (30) days of receipt; and (b) For any additional services requested or changes, the Appraisal Firm shall submit an invoice for the service at the time the report or service is completed as provided in Attachment "B" for all additional services required and/or rendered. Said additional services shall include, but not limited to: any meetings, phone conversations, appearances, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above will be billed at $100 per hour.

ARTICLE VI - AGREEMENT

This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

ARTICLE VII - MISCELLANEOUS

A. CHOICE OF LAW. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

B. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

C. ENTIRE AGREEMENT. This Agreement (including any Attachments) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

D. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City or Appraisal Firm be required to institute legal action to enforce any of its rights set forth in this Agreement, then each party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as a result of breaching this Agreement, as determined by the Court in any such cause of action.

E. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

F. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

G. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written above.

FOR THE APPRAISAL FIRM

BY: _____
Deborah Pearson, President

FOR THE CITY

BY: _____
Dan Pekarek, Interim City Manager

ATTEST: _____
Barbara Gollhofer, City Clerk

APPROVED TO FORM:

_____
Peter C. Edwards, City Attorney

ATTACHMENT "A"

Whereas the City has requested and the Appraisal Firm has agreed to complete right of way appraisal reports for the following project:

1. 32nd Street from Schifferdecker west to Central City Road (as outlined by the plans submitted to the appraiser as of 5-23-19) completed no later than 6 months after the appraiser receives an executed contract, final plans and all necessary or related documentation.

The total timeline for the 32nd Street and Connecticut Street combined is estimated to be 11 months assuming no delays beyond the appraiser's control. This timeline is subject to the appraiser receiving all necessary documentation, information, title work, final plan sheets, etc. from the City in a timely manner.

The above referenced timelines assume no delays from sources outside the Appraisal Firm. Note the timelines are the last dates all reports will be completed within this section, assuming no delays beyond the appraiser's control.

ATTACHMENT "B"

All additional services for the project will be provided at the hourly rate of $100.00 per hour. Said additional services shall include, but not limited to: meetings, phone conversations, appearances, testimonies, conferences, court appearances, depositions, any requirements of the court, waiting time prior to or after court appearances, being "on call" for court or attorneys, travel time to and from any of the above. Appearance and meeting fees will be calculated by the appraiser leaving and returning to the office with a minimum of two-hour fee per appearance or meeting.

Additionally, any changes in the scope of work, plan changes, etc. beyond the appraiser's control that occur after the appraiser receives completed plans and begins working on the project that results in changes to the appraiser's internal documentation or reports shall be billed as outlined in Attachment "B".

If additional parcels are added after the execution of this contract, said parcels with be billed per parcel as stated in the contract.