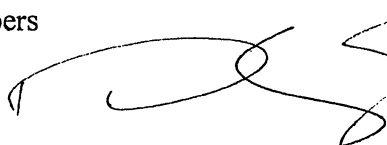


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MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 23, 2014

RE: Second Addendum to Agreement for Appraisal Review Services by Consortium Appraisal, Inc. for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board for a Second Addendum to Agreement for Appraisal Review Services by Consortium Appraisal, Inc. ("Consortium") to perform appraisal review services for the Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206. The Right-of-Way Committee has recommended for Board approval the requested Second Addendum at its meeting on October 22, 2014. A copy of the proposed Second Addendum to Agreement for Appraisal Review Services, along with the Schedule of Rates which was attached as Exhibit A to the Agreement, are attached for your review.

BACKGROUND/DESCRIPTION

On May 9, 2013, Consortium entered into an agreement to provide pre-litigation and litigation appraisal review services for the Wekiva Parkway Project ("the Agreement"). The original contract price was limited to \$200,000.00 (the "upset limit"). On March 5, 2014, the Consortium and Client entered into an addendum to the agreement for appraisal review services which increased the upset limit by \$150,000.00. As the Appraiser will soon reach the total upset limit of \$350,000.00, it is necessary to request approval of the attached Second Addendum to increase the upset limit by an additional \$200,000.00.

Consortium Appraisal, Inc. has acted in the role of sole review appraiser for the entire Wekiva Parkway Project, including section 429-203. Additionally, Consortium Appraisal has provided pre-litigation and litigation support services. Since the original Agreement was approved for Consortium Appraisal, the CFX applied for and received preliminary approval for Federal monies, which has moved the timeline for sections 429-204, 205 and 206 up by two (2) years. Accordingly, Shutts & Bowen LLP and the appraisers are actively appraising the parcels for these sections totaling 44 parcels. Additionally, CFX is required to comply with the Uniform Relocation Act due to the Federal Funding aspect of the Project, which has also caused increased time incurred for this process. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal review services and litigation support services, including testifying at order of taking hearings and trial for the Wekiva Parkway Project. All invoices submitted pursuant to the agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

APPRAISAL FEES INCURRED TO DATE/PROJECTED BUDGET

429-203 (35 parcels), 429-204, 205, 206 (44 parcels) fees incurred to date =	\$264,693.25
Projected Budget for all 79 parcels (\$8,000 estimated per parcel through trial) =	<u>\$632,000.00</u>
Remaining Budget:	\$367,306.75

REQUESTED ACTION

It is respectfully requested that the Central Florida Expressway Board approve the terms of the Second Addendum to Agreement for Appraisal Review Services and authorize execution of the Second Addendum. Second Addendum Value: \$200,000.00.

ATTACHMENT

Second Addendum to Agreement for Appraisal Review Services for Wekiva Parkway Project Numbers 429-202, 429-203, 429-204, 429-205, and 429-206.

**SECOND ADDENDUM TO AGREEMENT FOR APPRAISAL REVIEW SERVICES FOR
WEKIVA PARKWAY PROJECT NUMBERS 429-202, 429-203, 429-204, 429-205, AND 429-206**

THIS AGREEMENT is effective this _____ day of _____, 2014, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Consortium Appraisal, Inc. ("Appraiser"), whose business address is 180 South Knowles Avenue, Suite 3, Winter Park, Florida 32790.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal review services dated May 9, 2013; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Review Services dated May 9, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars (\$200,000.00) without an addendum; and

WHEREAS, the Appraiser and Client have entered into an addendum to the agreement for appraisal review services dated March 5, 2014, which increased the upset limit by One Hundred Fifty Thousand Dollars (\$150,000.00); and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the total upset limit of Three Hundred Fifty Thousand Dollars (\$350,000.00); and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by Two Hundred Thousand Dollars (\$200,000.00)

All payments made pursuant to this Second Addendum to the Agreement for Appraisal Review Services dated May 9, 2013, shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the Two Hundred Thousand Dollar (\$200,000.00) upset limit.

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ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Review Services dated May 9, 2013, and the First Addendum to the Agreement dated March 5, 2014.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

SHUTTS & BOWEN LLP

Witness Signature

Terri L. Martin

Printed Name

Witness Signature

Mary Ellen Farmer

Printed Name

By: _____

David A. Shontz, Esquire
Legal Counsel to the Central Florida
Expressway Authority

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

Harry W. Collison, Jr., Vice President

CONSORTIUM APPRAISAL, INC.

EXHIBIT A

Client's Representative

David A. Shontz, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Appraiser's Representative

Harry W. Collison, Jr., President
Consortium Appraisal, Inc.
180 South Knowles Avenue, Suite 3
Winter Park, Florida 32790

This **Exhibit A** includes the following which shall be made a part hereof:

- ☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Senior Partner	\$250/hr.
Senior Appraiser	\$175/hr.
Researchers	\$100/hr.

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