


WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

**329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728**

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: James Edward Cheek, III, Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A. 
DATE: May 24, 2016
RE: Addendum to Amended Agreement for Appraisal Services for:
Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

Approval of an Addendum to Amended Agreement for Appraisal Services by Bullard, Hall & Adams, Inc. ("Appraiser") to perform appraisal services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (the "Wekiva Projects") is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Amended Agreement For Appraisal Services is attached for your review.

BACKGROUND/DESCRIPTION

On January 22, 2014, the Appraiser entered into an addendum to amended agreement to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects (the "Agreement"). The original contract price was limited to \$100,000.00 (the "upset limit"). The Appraiser has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Appraiser will reach the \$100,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$100,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by WHWW.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to the Amended Agreement for Appraisal Services and authorize execution of the Addendum. This Second Addendum was recommended for Board approval on May 25, 2016.
Addendum Value: \$100,000.00.

ATTACHMENT:

Addendum to Amended Agreement for Appraisal Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

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Addendum to Amended Agreement for Appraisal Services for Wekiva Parkway Projects
429-202, 429-203, 429-204, 429-205 and 429-206

Reviewed by: Joseph J. Harrison

**SECOND ADDENDUM TO AMENDED AGREEMENT FOR APPRAISAL SERVICES
FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206**

THIS AGREEMENT is effective this ____ day of _____, 2016, by and between Winderweede, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Bullard, Hall & Adams, Inc. ("Appraiser"), whose business address is 1144 Pelican Bay Drive, Daytona Beach, Florida 32119.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated October 24, 2012 and an addendum to the amended agreement for appraisal services dated January 22, 2014; and

WHEREAS, pursuant to the terms set forth in the Addendum to the Amended Agreement for Appraisal Services dated January 22, 2014, payments made to the Appraiser shall not exceed an upset limit of One Hundred Thousand Dollars (\$100,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the One Hundred Thousand Dollar (\$100,000.00) upset limit; and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he or she 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 One Hundred Thousand Dollars (\$100,000.00)

All payments made pursuant to this Second Addendum to the Amended Agreement for Appraisal Services dated October 24, 2012, shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Second Addendum and to notify the Client prior to reaching the One Hundred Thousand Dollar (\$100,000.00) upset limit.

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ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Amended Agreement for Appraisal Services dated October 24, 2012.

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

Attest:

**WINDERWEEDLE, HAINES, WARD
& WOODMAN, P.A.**

Witness Signature

By: _____
James Edward Cheek, III, Esquire
Legal Counsel to the Central Florida
Expressway Authority

Printed Name

Witness Signature

Printed Name

BULLARD, HALL & ADAMS, INC.

Witness Signature

By: _____
David K. Hall, President

Printed Name

Witness Signature

Printed Name