


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

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M E M O R A N D U M

TO: Central Florida Expressway Authority Board Members

FROM: James Edward Cheek, III, Right of Way Counsel
Winderweeidle, 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 Durrance & Associates, P.A. ("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 October 23, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal services for the Wekiva Projects (the "Agreement"). The original contract price was limited to \$150,000.00 (the "upset limit"). The Appraiser has notified Winderweeidle, Haines, Ward & Woodman, P.A. ("WHWW") that the Appraiser will reach the \$150,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional \$150,000.00. 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 the WHWW.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to Amended Agreement for Appraisal Services and authorize execution of the Addendum. This Second Addendum was recommended for approval by the Right of Way Committee on May 25, 2016.

Addendum Value: \$150,000.00.

ATTACHMENT:

Second Addendum to Agreement for Engineering Expert Witness Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

Reviewed by: Joseph Heston

**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 Durrance & Associates, P.A. ("Appraiser"), whose business address is 300 S. Hyde Park Avenue, Suite 201, Tampa, Florida 33606.

WHEREAS, the Appraiser and Client have entered into an amended agreement for appraisal services dated January 23, 2013 and an addendum to the amended agreement for appraisal services dated October 23, 2013; and

WHEREAS, pursuant to the terms set forth in the Addendum to the Amended Agreement for Appraisal Services dated October 23, 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 has notified the Client that the Appraiser will reach the Two Hundred Thousand Dollar (\$200,000.00) 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 Fifty Thousand Dollars (\$150,000.00)

All payments made pursuant to this Addendum to the Amended Agreement for Appraisal Services dated January 23, 2013, shall not exceed a total of One Hundred Fifty Thousand Dollars (\$150,000.00). 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 One Hundred Fifty Thousand Dollar (\$150,000.00) 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 January 23, 2013.

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
Legal Counsel to the Central Florida
Expressway Authority

Printed Name

Witness Signature

Printed Name

DURRANCE & ASSOCIATES, P.A.

Witness Signature

By: _____

Chad G. Durrance, President

Printed Name

Witness Signature

Printed Name