

26. Approve Amendment #1 to RFP-4157-02/BJC - Appraisal Services East Lake Mary Boulevard Phase II-B (Airport entrance to SR 46) improvement project, with The Spivey Group, Inc., Orlando (\$150,000.00).

RFP-4157-02/BJC provides for professional appraisal services necessary to determine the market value of property for acquisition purposes for East Lake Mary Boulevard Phase II-B. There were approximately forty-nine (49) parcels to be acquired in the original contract and has increased to approximately one hundred (100) parcels to be acquired for the construction of this roadway improvement.

Amendment #1 will provide a revised scope of services providing a limited summary appraisal report to be prepared for the needed property. Changes to appraisal support by sub-consultants; and a revised fee proposal/schedule. Amendment # 1 will also revise the term of this agreement to remain in effect until completion of the Scope of Services. The following is a summary of the cost of the contract:

Original Contract Sum	\$300,000.00
Add Amendment #1	<u>150,000.00</u>
Revised Contract Sum	\$450,000.00

Funds are available in account number 077515-56061000 (Engineering, Roads) CIP #DE56251Z. Public Works/Engineering, County Attorney's Office and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve and authorize the Chairman to execute the Amendment.

**FIRST AMENDMENT TO APPRAISAL SERVICES AGREEMENT (RFP-4157-02/BJC)
EAST LAKE MARY BLVD. - PHASE IIB (AIRPORT ENTRANCE TO S.R. 46)**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 18th day of July, 2002 between **THE SPIVEY GROUP, INC.**, whose address is 720 West Vassar Street, Orlando, Florida 32804, hereinafter referred to as "APPRAISER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the APPRAISER and COUNTY entered into the above-referenced Agreement on July 18, 2002 for appraisal services; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 19 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Substitute the term "Major Project Acquisition Coordinator" for the term "Road Project Acquisition Manager" throughout the Agreement.

2. Section 3 of the Agreement is deleted and the following substituted therefore:

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate the APPRAISER for the professional services called for under this Agreement as follows:

1. For the data book for the entire project, a lump sum of

FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00); and

2. For the initial appraisal of each parcel, a fixed per parcel fee ("Total Fee") as shown on Exhibit "C" attached hereto. The per parcel fee on Exhibit "C" includes payment for all administrative expenses and sub-consultants fees with respect to the initial appraisal. There shall be no additional payment due for any sub-consultant on account of any initial appraisal.

3. For each update appraisal, the amount shown in Exhibit "C" under the column labeled "Update Appraisal Fee" plus the actual costs and fees of any sub-consultant, provided the Major Project Acquisition Coordinator has first agreed to the need for the sub-consultant and that the costs and fees are supported by invoices from the sub-consultant.

4. For court testimony (orders of taking and trials on value), trial preparation and other trial related services, at the hourly rates shown on Exhibit "B" attached hereto.

5. For preparation of exhibits or visual aids for trial or court hearing, the actual cost to APPRAISER, supported by invoices.

(b) Costs and fees of sub-consultants must be approved in advance by the COUNTY in accordance with Section 14 of this Agreement in order to be payable under this Agreement.

(c) The compensation paid APPRAISER under this Agreement shall cover all APPRAISER's overhead costs, copy costs, printing costs, administrative costs, office supplies, etc. No other compensation shall be payable to APPRAISER except as stated herein.

3. Section 4(a) (3) is deleted.

4. Section 8 of the Agreement is amended to read:

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion of the Scope of Services.

4. A new section is added to read as follows:

SECTION 28. ADDITIONAL WORK. The County Attorney or designee may order additional work under this agreement by written direction to the APPRAISER. This authorization is intended to permit authorization of additional appraisal services as required for the project, including, but not limited to, the addition or deletion of parcels required as a result of a change in circumstances from those in existence on the date of the First Amendment to this Agreement. The additional work may be authorized on a fixed price or time basis. In the event the work is done on a time basis the rates set forth in Exhibit B shall apply.

5. A new section is added to read as follows:

SECTION 29. LIMITATION OF FUNDS. A "Limitation of Funds Amount" of Four Hundred Fifty Thousand and NO/100 Dollars (\$450,000.00) is hereby established for the services to be provided under this Agreement. APPRAISER shall not accept any additional work which would cause the compensation payable under this Agreement to exceed that amount and shall immediately notify the County Attorney or designee in writing at the point at which APPRAISER has invoiced eighty percent (80%) of the Limitation of Funds Amount. No work is to be accomplished that would cause the Limitation of Funds Amount to be exceeded. The County Attorney and Public Works Director are authorized to increase the Limitation of Funds Amount by letter to the APPRAISER if necessary to complete the services provided for under this agreement upon a joint determination that sufficient funds are available and completion of the work is necessary for the Project. The APPRAISER's failure to provide such written notice shall be deemed an agreement to conclude the

remaining work within the limitation of funds amount.

6. Exhibit "A" of the Agreement is deleted and the attached Exhibit "A" substituted therefore. A new Exhibit "C", as attached hereto, is included in the Agreement.

7. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST: THE SPIVEY GROUP, INC.

By: _____
TED HASTINGS, III
Vice-President

(CORPORATE SEAL) Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
MARYANNE MORSE
Daryl G. McLain, Chairman
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.
As authorized for execution by the Board of County Commissioners at their _____, 20____ regular meeting.

County Attorney
SPL
11/19/02
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EXHIBIT A

APPRAISAL SCOPE OF SERVICES

Project: **East Lake Mary Blvd II-B (Airport Entrance to State Road 46)**

Consultant: **The Spivey Group, Inc.**

The Scope of Services for the above referenced project shall be performed as requested as follows:

1. Each appraisal report shall conform with the requirements of the Uniform Standards of Professional Appraisal Practice, The Florida Department of Transportation Supplemental Appraisal Standards for format and guidelines, Florida Law, the Seminole County Property Appraisal Guidelines, and the COUNTY'S direction in response to just compensation, all of which are incorporated herein by reference and made a part of this Scope of Services.

2. The APPRAISER shall be responsible for the location and identification on the parcel sketch of all improvements located within the area to be acquired. The APPRAISER shall determine whether or not severance damages have occurred to the remainder property as a result of the acquisition and shall properly measure such damages by methods acceptable and in accordance with Florida law. The COUNTY shall lend all possible assistance to the APPRAISER in this regard where and when an element of doubt exists or where a legal opinion is required.

3. The appraisal report shall be complete and of such quality on the date of submission so as to serve, not only as a negotiating instrument, but also as defensible evidence in the COUNTY'S position in subsequent condemnation proceedings. The APPRAISER shall furnish **an original** and three (3) copies of each appraisal report. Duplication of photographs by photocopying is not acceptable.

4. The APPRAISER agrees that the COUNTY may release the appraisal report or any part thereof to the public under provisions of Florida law. This agreement supersedes any statements or limiting conditions contained in the appraisal report. Prior notice to the APPRAISER of release by the COUNTY shall not be required. The appraisal report and all data therein shall, upon delivery to the COUNTY, become the property of the COUNTY. The COUNTY may provide data or exhibits from the report to any interested parties.

5. In the event an appraisal assignment requires a specialist or sub-consultant, the APPRAISER must correlate and analyze the sub-consultant's opinion and estimate as part of his own opinion of final estimate of value. The inclusion of any sub-consultant's estimate simply by adding it to the APPRAISER'S estimate without explanation will render the appraisal report unacceptable. The specialist or sub-consultant's report shall be included in the addendum of the appraisal report.

6. The APPRAISER shall consult with and incorporate any site evaluation report and cost estimate and any parcel sketches prepared by approved sub-consultants into the appraisal report. Kelly, Collins & Gentry, Inc. is the approved engineering support sub-consultant for this appraisal assignment. The APPRAISER may add or delete appraisal support services when in the best interest of the COUNTY and authorized in writing by the COUNTY.

7. Updated appraisals shall be on an as needed and as requested basis under the written direction of the County Attorney or designee.

8. The Appraiser agrees to actively and with proper attention, time and motivation, participate in condemnation proceedings, court hearings and preparation for same, as and when reasonably requested by the County Attorney or his designee.

9. The County Attorney may, at any time and for any reason, direct that all work in progress be suspended or discontinued. The APPRAISER shall be entitled to compensation, at the hourly rates specified in Exhibit "B", for all work performed up to the date the work is stopped, subject to the maximum price for the particular service if one is specified in the Agreement. For example, if the initial appraisal has not been submitted when the work is stopped, the APPRAISER shall invoice on an hourly basis for all work performed through the date of suspension or stoppage, however, in no event shall the amount payable by the COUNTY to the APPRAISER exceed the per parcel rate for the parcel(s) covered by the stop work order.

10. If necessary for litigation, as determined by the County Attorney or designee, update appraisal services shall be accomplished in such a manner that will enable a pre-trial hearing conference to occur one (1) week in advance of a scheduled hearing. The APPRAISER agrees to be reasonably available for such a conference at a time and place designated by the County Attorney or designee.

11. The APPRAISER shall be available at such reasonable times and places as the County Attorney or designee shall deem necessary to prepare for and testify at hearings or trials and shall provide telephonic consultation when deemed necessary by the County Attorney or designee. The APPRAISER shall assist, as deemed necessary and appropriate, in preparing cases for litigation.

EXHIBIT C

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PARCEL NUMBER	TOTAL FEE	UPDATE APPRAISAL FEE
200C	\$4,475.00	\$1,900.00
800	\$400.00	\$200.00
202A	\$2,775.00	\$1,100.00
203A/B	\$4,175.00	\$1,750.00
803	\$400.00	\$200.00
204	\$7,715.00	\$1,450.00
704A/B	\$600.00	\$300.00
804	\$400.00	\$200.00
205	\$2,775.00	\$1,100.00
206	\$4,515.00	\$1,450.00
706	\$400.00	\$200.00
806	\$400.00	\$200.00
207	\$4,600.00	\$1,450.00
707	\$400.00	\$200.00
807	\$400.00	\$200.00
208	\$4,515.00	\$1,450.00
708	\$400.00	\$200.00
209	\$6,446.00	\$1,600.00
709	\$400.00	\$200.00
809	\$400.00	\$200.00
202B	\$2,775.00	\$1,100.00
210	\$4,375.00	\$1,900.00
810	\$400.00	\$200.00
211	\$3,775.00	\$1,600.00
212	\$7,150.00	\$1,900.00
812A/B/C	\$800.00	\$400.00
213A	\$9,045.00	\$1,450.00
713	\$400.00	\$200.00
813	\$400.00	\$200.00
214	\$3,775.00	\$1,600.00
814A/B	\$600.00	\$300.00
215	\$6,165.00	\$1,600.00
715	\$400.00	\$200.00
217	\$3,875.00	\$1,600.00
817	\$400.00	\$200.00
226C	\$3,775.00	\$1,600.00
826A	\$400.00	\$200.00
737	\$4,425.00	\$1,450.00
218	\$9,046.00	\$1,600.00
818	\$400.00	\$200.00
219	\$5,700.00	\$2,000.00
819	\$400.00	\$200.00
220	\$7,815.00	\$1,900.00
820	\$400.00	\$200.00
202C	\$2,675.00	\$1,100.00
802A/B	\$600.00	\$300.00
236	\$3,775.00	\$1,600.00
836	\$400.00	\$200.00
	TOTAL	
	\$130,737.00	

EXHIBIT C

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PARCEL NUMBER	TOTAL FEE	UPDATE APPRAISAL FEE
221A	\$9,230.00	\$2,000.00
721A	\$400.00	\$200.00
821A	\$400.00	\$200.00
221B	\$4,850.00	\$2,000.00
721B/C/D	\$800.00	\$400.00
821B/C	\$600.00	\$300.00
213B	\$7,075.00	\$1,950.00
223	\$6,745.00	\$1,600.00
823	\$400.00	\$200.00
224	\$7,075.00	\$1,950.00
824A/B	\$600.00	\$300.00
225	\$9,945.00	\$1,950.00
725	\$400.00	\$200.00
825	\$400.00	\$200.00
226A	\$7,700.00	\$1,600.00
826B	\$400.00	\$200.00
227	\$8,470.00	\$1,900.00
827	\$400.00	\$200.00
229A	\$3,775.00	\$1,600.00
829A	\$400.00	\$200.00
216	\$3,900.00	\$1,450.00
228	\$8,190.00	\$2,000.00
828A/B	\$600.00	\$300.00
229B	\$3,975.00	\$1,600.00
829B	\$400.00	\$200.00
226B/D	\$6,975.00	\$1,900.00
826C/D	\$600.00	\$300.00
838	\$3,375.00	\$1,400.00
230	\$6,900.00	\$2,500.00
730	\$400.00	\$200.00
830	\$400.00	\$200.00
233A/B	\$3,275.00	\$1,400.00
833	\$400.00	\$200.00
231	\$5,230.00	\$1,900.00
831	\$400.00	\$200.00
222	\$3,775.00	\$1,600.00
213C	\$3,775.00	\$1,600.00
221C	\$3,875.00	\$1,600.00
721E	\$400.00	\$200.00
821D	\$400.00	\$200.00
235	\$4,475.00	\$1,950.00
201B	\$10,550.00	\$2,100.00
801A/B	\$600.00	\$300.00
201C/D	\$8,050.00	\$2,100.00
701	\$400.00	\$200.00
801C/D/E/F	\$800.00	\$400.00
	TOTAL	
	\$152,185.00	
	GRAND TOTAL	
	\$282,922.00	