

REVIEW APPRAISAL AGREEMENT

**RIGHT-OF-WAY/SR-107
NASSAU COUNTY, FLORIDA**

RICHARD S. HALE RJA
THIS AGREEMENT is made by and between NASSAU COUNTY, hereinafter called the COUNTY, and (~~HALE & BRANNON APPRAISALS, INC.~~) the Review Appraiser, hereinafter called APPRAISER. IT IS AGREED that APPRAISER shall and is required to perform the services and comply with the terms and conditions set forth herein and the Proposal attached hereto.

SECTION ONE

**ORIGINAL SERVICES
AND COMPENSATION**

A. DESCRIPTION OF ORIGINAL SERVICES

1. **APPRAISER** shall perform all services necessary to make an estimate of market value for the identified parcels and provide required reports for each parcel to COUNTY.
2. **APPRAISER** shall perform all services and prepare all reports in accordance with the FDOT's Right of Way Appraisal Standards (Procedure Topic No. 575-020-103b), which is incorporated herein and made a part of this agreement by reference. **APPRAISER** acknowledges having received a copy of said Appraisal Standards.
3. **APPRAISER** shall personally perform all of those services requiring the exercise of an appraiser's judgement or those services which require an appraiser's conclusion or opinion, including correction of appraisal deficiencies, if any.
4. **APPRAISER** may employ qualified consultants necessary to the completion of services outlined above, providing the **APPRAISER** submits the name and address of each consultant and secures prior approval of the COUNTY to employ the consultants. A copy of a consultant's report which has been reviewed by the COUNTY may, if available, be provided to the **APPRAISER** for appropriate consideration.

B. COMPENSATION FOR BASIC SERVICES

1. **APPRAISER** shall be compensated by the **COUNTY** for services described above, in the amounts itemized in the Proposal.
2. **APPRAISER** shall bear the cost of all travel and incidental expenses. Such costs are included in the proposal.
3. **APPRAISER** shall bear all other costs including special consultant fees, and such costs are incorporated in the proposal.

SECTION TWO
UPDATE SERVICES AND COMPENSATION

A. DESCRIPTION OF APPRAISAL UPDATE SERVICES

If notified in writing by the **COUNTY**, **APPRAISER** agrees to update the estimate of market value for identified parcels. The notice shall identify each parcel, the reason for update, delivery date, type of report and fee.

B. COMPENSATION FOR UPDATE SERVICES

1. **APPRAISER** shall be compensated for each parcel update at a fee not to exceed either the total update fee stated in the proposal or in any supplemental agreement hereto.
2. One hundred percent (100%) of the fee for update services shall be paid, subject to Section Four herein, after the appraisal report is reviewed and determined to meet the County's appraisal standards in effect at the date of this **AGREEMENT**.
3. The **APPRAISER** shall prepare and submit an invoice for update services in accordance with Section Three, Paragraph B of this **AGREEMENT**.

SECTION THREE

METHOD OF PAYMENT

- A. **APPRAISER** shall submit an original and one (1) copy of an invoice to the **COUNTY**. The invoice shall be on, or in the format of the **FDOT** Form Number 575-020-002a (Invoice for Appraisal Services). A format shall include all identifying numbers, dates and headings positioned as on the **FDOT** form.
- B. Payment for update services shall be made to **APPRAISER** pursuant to the provisions of Section Two, Paragraph B of this **AGREEMENT**. **APPRAISER** shall submit an original and one (1) copy of an invoice to the **COUNTY**. The invoice shall be on, or in the format of, the **FDOT** Form Number 575-020-002a (Invoice for Appraisal Services). A format shall include all identifying numbers, dates and headings positioned as on the **FDOT** form.
- C. Payment for services shall be contingent upon **APPRAISER**'s correction of any deficiencies in original or update reports provided in accordance with this **AGREEMENT**, and reasonable response to inquiries of the **COUNTY** relating to the quality of the services.
- D. Failure to correct appraisal deficiencies within 21 days of notification by the **COUNTY** shall result in liquidated damages pursuant to Section Four, Paragraph B or C of this **AGREEMENT**, and will require **APPRAISER** to update the appraisal without additional cost to the **COUNTY**, unless an extension of time is granted in writing by the **COUNTY**. Unless otherwise agreed to in writing by the **COUNTY**, the date of valuation shall be no more than twenty days prior to receipt of the corrected appraisal report by the **COUNTY**.
- E. The **COUNTY** shall review reports made and services performed under this **AGREEMENT** and notify **APPRAISER** of deficiencies within 60 days of the receipt thereof, or the invoice shall be processed for payment. Failure to correct deficiencies shall result in default regardless of payment having been made. A report requiring corrections to comply with the **FDOT** Appraisal Standards shall be approved for payment within 30 days from receipt of acceptable corrections. Reports not requiring corrections shall be approved immediately upon completion of review.
- F. The **COUNTY** reserves the right to refuse payment if invoices are not submitted within sixty (60) days of the delivery date, in detail sufficient for reaudit and postaudit thereof.

SECTION FOUR

DELIVERY DATE

- A. **APPRAISER** shall submit a complete, written appraisal report to the **COUNTY** no later than the delivery date set forth in the Proposal, or in any subsequent supplemental agreements. The **COUNTY** may, by "Letter of Extension", extend a due date set forth in the Proposal, any due date established by supplemental agreement, or any due date for correction of appraisal deficiencies provided there are no changes in compensation or scope of work. Extensions shall be authorized and signed by the **COUNTY ENGINEER**. Extensions requested by **APPRAISER** shall be by written request explaining in detail why such extension is necessary. The **COUNTY ENGINEER** shall acknowledge acceptance or denial of **APPRAISER**'s request in writing.
- B. For late delivery of an appraisal report, an updated report or requested correction of appraisal deficiencies, liquidated damages shall be at the rate of 1% of the parcel appraisal fee per calendar day for the first seven (7) calendar days and 2% per calendar day thereafter, between the due date and the date on which the report or correction is received in the **COUNTY ENGINEER**'s office.

SECTION FIVE

DATE OF VALUATION

Unless otherwise agreed to in writing by the **COUNTY**, the date of valuation for basic services and for noncourt updates shall be the date of the **APPRAISER**'s last inspection of the property and shall be no more than twenty (20) days prior to receipt of the appraisal report by the **COUNTY**.

SECTION SIX

LITIGATION SERVICES

If notified in writing by the **COUNTY**, **APPRAISER** agrees to enter into a contract to provide litigation services on those parcels set forth in the Proposal and for parcels to be subsequently appraised. Litigation services may include, but are not limited to:

1. Pretrial or prehearing preparation;
2. Preparation of court exhibits;
3. Attendance at depositions, pretrial hearing, or other court hearings;
4. Appearance at order of taking hearing or trial;
5. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the **COUNTY**'s position in court.

APPRAISER agrees to enter into a contract to provide litigation services at a rate not to exceed **\$100.00** per hour for those services requiring exercise of the **APPRAISER**' judgment, and at a rate not to exceed **\$50.00** per hour for those services which may be performed by an individual other than the **APPRAISER**.

SECTION SEVEN

DISPUTES

All services shall be performed by **APPRAISER** to the satisfaction of the **COUNTY ENGINEER** who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, including the prosecution and fulfillment of the services hereunder and the character, scope, quality, amount, and value thereof. The decision of the **COUNTY ENGINEER** upon all claims, questions and disputes shall be final and conclusive.

SECTION EIGHT

SOLICITATION FOR CONTRACT

APPRAISER agrees that no company or person has been employed or retained, other than a bona fide employee working solely for said **APPRAISER** to solicit or secure this **AGREEMENT**, and that **APPRAISER** has not paid or agreed to pay any other company or person a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this **AGREEMENT**. For breach or violation of this warranty, the **COUNTY** shall have the right to terminate or void this **AGREEMENT** without liability.

SECTION NINE

INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

- A. **APPRAISER** covenants and agrees that he or she will indemnify and hold harmless the **COUNTY** and all of the **COUNTY**'s officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by **APPRAISER** during the performance of the contract, whether direct or indirect, and whether to any person or property to which **COUNTY** or said parties may be subject, except that neither **APPRAISER** nor any of the **APPRAISER**'s sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of **COUNTY** or any of its officers, agents or employees.

- B. The **APPRAISER** shall have and maintain during the period of this **AGREEMENT**, a professional liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this **AGREEMENT** in an amount not less than \$100,000. The **APPRAISER** shall maintain professional liability coverage for a minimum of three (3) years after completion of the services rendered herein.

SECTION TEN

CANCELLATION OF AGREEMENT

The **COUNTY** reserves the unilateral right to cancel or suspend the services to be performed by **APPRAISER** under the terms of this **AGREEMENT**, or parts thereof. If such services are cancelled or suspended by the **COUNTY**, **APPRAISER** shall be notified in writing and shall be compensated for satisfactory services rendered up to the time of notice of cancellation or suspension. The **COUNTY ENGINEER** shall determine the amount of compensation, if due, based on proof of work submitted by **APPRAISER**. If cancellation is the result of **APPRAISER**'s failure to comply with any of the terms of this agreement, no compensation will be paid to the **APPRAISER**, and **APPRAISER** shall be found in default.

SECTION ELEVEN

DEFAULT

Failure to perform according to this **AGREEMENT** shall be cause for **APPRAISER** to be found in default in which event any and all procurement costs may be charges against **APPRAISER**.

SECTION TWELVE

CONFIDENTIALITY

APPRAISER shall not disclose to third parties confidential factual matter provided by the **COUNTY** except as may be required by statute, ordinance, or order of Court, or as authorized by the **COUNTY**. **APPRAISER** shall notify the **COUNTY** immediately of any request for such information.

SECTION THIRTEEN

PUBLIC RECORDS

The COUNTY may cancel this AGREEMENT without payment to APPRAISER for refusal by APPRAISAL to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by APPRAISER in conjunction with this AGREEMENT except as provided in Section Twelve above. The COUNTY reserves the right to photograph, reproduce, or distribute at its discretion any report, document, or data made or submitted by APPRAISER in conjunction with this AGREEMENT.

SECTION FOURTEEN

COMPLIANCE WITH FEDERAL LAW

A. COMPLIANCE WITH REGULATIONS

The APPRAISER shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21), hereinafter referred to as the Regulations, which are incorporated herein by reference and made a part of this AGREEMENT.

B. NONDISCRIMINATION

With regard to the work performed by the APPRAISER after award and prior to completion of the contract work, APPRAISER shall not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment.

SECTION FIFTEEN

CERTIFICATION OF QUALIFICATIONS

APPRAISER certifies that APPRAISER is qualified to appraise real estate in the State of Florida, pursuant to Chapter 475, Florida Statutes and warrants to hold and save the COUNTY harmless from any and all losses that may be occasioned or suffered by the COUNTY as a result of APPRAISER's failure to be so qualified. Failure to be so qualified shall be cause for APPRAISER to be found in default of this AGREEMENT.

SECTION SIXTEEN
TERM OF AGREEMENT

This AGREEMENT shall remain in full force and effect for three (3) years from the delivery date of the last original appraisal as provided in the Proposal or any extensions thereof. Appraisal updates shall be provided while the AGREEMENT remains in force.

SECTION SEVENTEEN
INDEPENDENT PRICE DETERMINATION

APPRAISER certifies that APPRAISER has not directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with APPRAISER's proposal on the above project prior to execution of this AGREEMENT.

SECTION EIGHTEEN
LAW TO GOVERN AGREEMENT

This AGREEMENT is executed in triplicate originals and the laws of the State of Florida shall govern its construction and interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day, month, and year set out below.

Executed by APPRAISER this 11th day of June, 1992.
Executed by COUNTY this 22nd day of June, 1992.

**HALE & BRANNON APPRAISALS, INC. BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Richard S. Hale
BY ITS:
59-2351984
F.E.I.D., or S.S.#

Thomas D. Branan, Jr.
Thomas D. Branan, Jr., Chairman

Witness as to Appraiser
Terri Q. Anderson
Signature

Attest as to County
T. J. Greeson
T. J. Greeson, Ex-Officio Clerk

Hale & Brannon Appraisals, Inc.

— Realtors —

923 East Baya Avenue • Lake City, Florida 32055

Telephone (904) 755-0390



Richard S. Hale, SRA



George H. Brannon, SRA

April 21, 1992

William Lecher, P. E.
Nassau County Engineer
2290 South 8th Street
Fernandina Beach, FL 32034

RE: Revised Review Appraisal Proposal
SR 107
Nassau County, FL

Dear Mr. Lecher,

Attached is my revised fee proposal for providing review services on the above captioned project. This revision was made based on the type of appraisal format to be submitted by the appraiser on this project. Changes shown are for parcels 117.1, 122.1, 151.1, & 153.1. As you can see, there is no change in the review fee for parcel 151.1. I feel that the form to the appraiser is contracted to provide will change to a short form. This appears to be a nominal taking with no apparent damages. If a Before & After is submitted by the appraiser, then I will review it for the same fee as submitted herein.

If additional comments or explanations are needed, please advise accordingly.

Respectively submitted,

Richard S. Hale, SRA
State Certified General
REA #RA0000136

RSH/tg

Attachments

261-5093
Bill Lecher

PROPOSAL

(TO BE EXECUTED IN SINGLE ORIGINAL AND TWO XEROX COPIES.)

STATE ROAD 107 / RIGHT-OF-WAY APPRAISALS

TO: BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
2290 SOUTH 8TH STREET
FERNANDINA BEACH, FL 32034

DATE: 3-11-92

FROM: Richard S. Hale, St. Cert. Gen. REA, #RZ 0000136, SRA, CA-S
(hereinafter called Bidder), Organized and Existing under the laws of the State of Florida. In accordance with the Notice for State Road 107/Right-of-way Appraisals; subject to the conditions and requirements of the specifications, plans, addenda and other Contract Documents, all of which so far as they relate to the Proposal are made a part thereof, the undersigned herewith proposes to construct the specified work or indicated portions thereof, for the unit and/or lump sum prices contained in the Proposal Schedule, resulting in a bid as follows:

STATE ROAD 107/RIGHT-OF-WAY APPRAISALS

SEE ATTACHMENT "A"

Bidder hereby agrees to commence work under this contract within ten (10) calendar days after the date of the Notice to Proceed and to fully complete the project within 90 Days consecutive calendar days after the date of the Notice to Proceed.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned Bidder understands and accepts that the Owner reserves the right to reject all bids.

In the appropriate spaces below, the undersigned Bidder has classified his firm type and listed the full names and addresses of persons and firms interested in this Proposal as Principals.

The undersigned hereby designates _____

(List office and address only if different from that following.)
as the office to which notices may be delivered or mailed.

Respectfully submitted,

(SEAL)

Richard S. Hale

ATTEST:

Name of Bidder - TYPED
By: Richard S. Hale *Richard S. Hale*

Its: Owner

Its:

923 East Baya Avenue
Bidder's Street Address

904-755-0390
Telephone Number

923 East Baya Avenue
Bidder's Mailing Address

Facsimile Number

Lake City, Florida 32055
City, State & Zip

COMPLETE APPROPRIATE SPACE:

() Corporation - State of _____

Principal Office _____

President _____
Name

Full Address _____

(x) Individual trading in own name as entered above.

ATTACHMENT "A"

STATE ROAD 107/RIGHT-OF-WAY APPRAISALS

I. BASE CONTRACT

Total Cost

see attached price list

1.000000
 \$100000.00
 Fee for appraisals

III. LITIGATION SERVICES

A. APPRAISER

/hour

\$100

120000.00
 120000.00



*** NOTE: Contractor may provide alternate proposal format
 if it is deemed not practical with a total contract
 value of \$500,000 or less. Contract award will be based on

[Handwritten signature]

STATE ROAD 107/RIGHT-OF-WAY APPRAISALS

<u>Parcel No.</u>	<u>Type Report</u>	<u>Appraisal Fee</u>	<u>Update Fee</u>	<u>Review Fee Proposal</u>
100.1	Short Form	\$ 400	\$ 200	\$ 200
101.1	Short Form	\$ 400	\$ 200	\$ 200
102.1	Short Form	\$ 400	\$ 200	\$ 200
103.1	Short Form	\$ 700	\$ 350	\$ 350
104.1	Long Form	\$ 2,500	\$ 1,250	\$ 1,250
105.1	Short Form	\$ 1,500	\$ 750	\$ 750
106.1	Short Form	\$ 400	\$ 200	\$ 200
107.1	Short Form	\$ 300	\$ 150	\$ 150
108.1	Short Form	\$ 400	\$ 200	\$ 200
109.1	Short Form	\$ 400	\$ 200	\$ 200
110.1	Short Form	\$ 400	\$ 200	\$ 200
111.1	Short Form	\$ 700	\$ 350	\$ 350
112.1	Short Form	\$ 600	\$ 300	\$ 300
113.1	Long Form	\$ 2,500	\$ 1,250	\$ 1,250
114.1	Short Form	\$ 400	\$ 200	\$ 200
115.1	Short Form	\$ 400	\$ 200	\$ 200
116.1	Short Form	\$ 600	\$ 300	\$ 300
117.1	Long Form ^{SF}	\$ 1,000 400	\$ 500 200	\$ 500 200
118.1	Long Form	\$ 4,500	\$ 2,250	\$ 2,250
119.1	Short Form	\$ 700	\$ 350	\$ 350
120.1	Short Form	\$ 400	\$ 200	\$ 200
121.1	Short Form	\$ 400	\$ 200	\$ 200
122.1	Long Form ^{SF}	\$ 1,500 400	\$ 750 400	\$ 750 200
123.1	Short Form	\$ 600	\$ 300	\$ 300
124.1	Short Form	\$ 400	\$ 200	\$ 200
125.1	Short Form	\$ 400	\$ 200	\$ 200
126.1	Short Form	\$ 400	\$ 200	\$ 200
127.1	Short Form	\$ 700	\$ 350	\$ 350
128.1	Short Form	\$ 600	\$ 300	\$ 300
129.1	Short Form	\$ 400	\$ 200	\$ 200
130.1	Short Form	\$ 400	\$ 200	\$ 200
131.1	Short Form	\$ 400	\$ 200	\$ 200
132.1	Short Form	\$ 600	\$ 300	\$ 300

<u>Parcel No.</u>	<u>Type Report</u>	<u>Appraisal Fee</u>	<u>Update Fee</u>	<u>Review Fee Proposal</u>
133.1	Short form	\$ 600	\$ 300	\$ 300
134.1	Short Form	\$ 700	\$ 350	\$ 350
135.1	Short Form	\$ 300	\$ 150	\$ 150
136.1	Short Form	\$ 400	\$ 200	\$ 200
137.1	Short Form	\$ 400	\$ 200	\$ 200
138.1	Short Form	\$ 400	\$ 200	\$ 200
139.1	Short Form	\$ 600	\$ 300	\$ 300
140.1	Short Form	\$ 700	\$ 350	\$ 350
141.1	Short Form	\$ 700	\$ 350	\$ 350
142.1	Short Form	\$ 400	\$ 200	\$ 200
143.1	Short Form	\$ 300	\$ 150	\$ 150
144.1	Short Form	\$ 700	\$ 350	\$ 350
145.1	Short Form	\$ 400	\$ 200	\$ 200
146.1	Short Form	\$ 600	\$ 300	\$ 300
147.1	Short Form	\$ 400	\$ 200	\$ 200
148.1	Short Form	\$ 700	\$ 350	\$ 350
149.1	Short Form	\$ 400	\$ 200	\$ 200
150.1	Short Form	\$ 700	\$ 350	\$ 350
151.1	Short Form <i>Long Form</i>	\$ 600	\$ 300	\$ 300 (No change) <i>llt</i>
152.1	Short Form	\$ 600	\$ 300	\$ 300 <i>llt</i>
153.1	Long Form	\$ 1,500 400	\$ 750 200	\$ 750 200
154.1	Short Form	\$ 400	\$ 200	\$ 200
155.1	Short Form	\$ 700	\$ 350	\$ 350
156.1	Short Form	\$ 600	\$ 300	\$ 300
157.1	Short Form	\$ 400	\$ 200	\$ 200
158.1	Short Form	\$ 400	\$ 200	\$ 200

Total All Parcels

\$41,000

\$20,500

~~\$20,500~~

19,100 *llt*