

WORK ORDER No. 6 FOR PROFESSIONAL SERVICES

TO: BCC Engineering, Inc.
6401 SW 87th Avenue, Suite 200
Miami, Florida 33173
(305) 670-2350

DATE: October 12, 2018

The City of Doral authorizes the firm of BCC Engineering, Inc. to proceed with the provision of professional engineering services for an update to the previously provided appraisals for vacant properties located adjacent to NW 90 Street and NW 104 Avenue as depicted in the proposal dated October 12, 2018. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between BCC Engineering, Inc. and the City of Doral dated February 5, 2018, and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

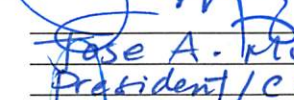
The scope of the project will be as described in the attached proposal dated October 12, 2018 from BCC Engineering, Inc. The schedule requires the work to be performed within 3 weeks from the Notice to Proceed. All limitations of time set forth in this Work Order are of the essence. The performance of services associated with this Work Order will be executed on a lump sum basis with a not to exceed amount of \$4,950.00.

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal and revoke the award.

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 5, 2018 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply. This Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

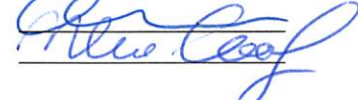

CONSULTANT: BCC Engineering, Inc.

BY: 
NAME: José A. Muñoz
TITLE: President/CEO


OWNER: City of Doral

BY: 
NAME: Edward Rojas
TITLE: City Manager

WITNESSES: SEAL:


1. 
2. 

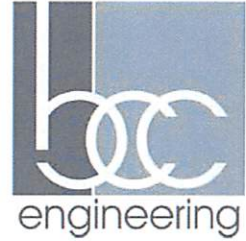
AUTHENTICATION:

BY: 
NAME: Connie Diaz
TITLE: City Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL:

BY: 
NAME: Luis Figueredo, ESQ.
TITLE: City Attorney



October 12, 2018

Mr. Eugene Collings-Bonfill, PE
City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

Reference: **City of Doral – Proposal for Updating Property Appraisals**

Dear Mr. Collings-Bonfill:

Thank you for the opportunity to present this proposal to provide property appraisal services for the City of Doral. The services under this task authorization will be provided by our sub-consultant Slack, Johnston & Magenheimer, Inc. (SJM).

Scope of Services

Please refer to Exhibit "A" for SJM's detailed scope of services to update the Property Appraisals.

Basic Services Fee

We propose to provide the above scope of service for a not-to-exceed time and materials fee of \$4,500.00. See Scope of Services in attached Exhibit "A" for summary of tasks and detail cost of services.

A "Sub-Consultant Management Fee" in the amount of 10% of the fees (\$450.00) is included on this proposed amount and the amount will be pro-rated and included on each invoice.

Grand Total Amount is \$4,950.00

Exhibit "A" is attached to and made a part of this Agreement. We hope this Proposal meets your expectations and we look forward to working with you on this Project.

Sincerely,

BCC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'R. Burgess'.

Richard Burgess, P.E.
Project Manage

Exhibit "A"

Slack, Johnston & Magenheimer, Inc. Fee Proposal

**SLACK
JOHNSTON
MAGENHEIMER**
REAL ESTATE APPRAISERS & CONSULTANTS

ANDREW H. MAGENHEIMER, MAI
CERT. GEN. RZ.1073

THEODORE W. SLACK, MAI
(1902-1992)

THEODORE C. SLACK, MAI
(1931-2015)

SUE BARRETT SLACK, MAI
(RETIRED)

October 12, 2018

Mr. Richard Burgess, PE
BCC Engineering, Inc.
6401 SW 87 Avenue, Suite 200
Miami, Florida 33173

RE: Appraisal Service Request – Two Parcels of Land in Doral, Miami-Dade County, Florida
Property A: Doral 10 - +/-9.70 acres located on the east side of NW 104 Avenue
at NW 69 Street
MDCPA Folio: 35-3017-001-0210 and 0208
Property B: Section 7 159 - +/- 1.59 acres located on the south side of NW 90 Street at
NW 109 Place
MDCPA Folio: 35-3007-001-0161

Dear Mr. Burgess:

We are in receipt of your request for appraisals of the above referenced properties on behalf of your client, the City of Doral (Doral). As you know we appraised the properties in April 2018. It is our understanding that the intended use of the appraisal is to assist in negotiating the potential purchase of the parcels by Doral from willing sellers as the acquisition process nears completion. The client and intended user of the appraisals will be BCC Engineering (BCC). An additional intended user is BCC's client, Doral. This will serve as our engagement contract to appraise the real properties referenced above.

Slack, Johnston & Magenheimer, Inc. (SJM) has been involved in real estate appraising and consulting for over 50 years in Florida. Our firm provides a wide range of valuation services concerning all forms of commercial, industrial and residential real estate, as well as aviation and related uses. Our firm has provided real estate appraisal valuation services concerning the acquisition of real property through, or intended for, eminent domain proceedings for numerous governmental agencies. These agencies include Miami-Dade County, Florida Department of Transportation, Miami-Dade Public Schools (MDPS), Town of Medley, City of Doral, US General Services Administration, US Department of Justice and South Florida Water Management District (SFWMD). Based on our experience, we feel qualified to assist Doral with appraisal services in connection with the above referenced parcels.

Based on the information provided, the subject properties represent two parcels of vacant land that Doral is considering purchasing from a willing seller. The appraisals will estimate the current market value of the parcels based on their highest and best use as of a current date of valuation. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice (USPAP). The analysis will be completed subject to the attached assumptions and limiting conditions. If, in the process of preparation of the analysis, additional assumptions and limiting conditions are required, we will notify you accordingly.

SLACK, JOHNSTON & MAGENHEIMER, INC.
7245 SW 87 AVENUE, SUITE 300, MIAMI, FLORIDA 33173
TELEPHONE (305) 670-2111 • EMAIL: SJMIAMI@AOL.COM

Mr. Richard Burgess, PE
October 12, 2018
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The fee for the appraisals will be \$4,500 and the reports can be completed within three weeks from receipt of the notice to proceed/work order and requested property information. The deliverables will include two (2) printed copies of each appraisal report, as well as a PDF version of the reports. It is agreed, if BCC or Doral becomes involved in litigation in which this analysis is in issue, and we are required to spend time in hearings, depositions, trial, etc., Doral shall be responsible for our time involved preparation, travel and participation in those proceedings and enter into a supplemental agreement for compensation. This contingency rarely occurs, and we trust that it will not with reference to this assignment.

It is our understanding BCC, as consultant to Doral, is solely responsible for the appraisal fees for this assignment and SJM will be paid once BCC is paid by Doral. It is further agreed BCC will be charged interest on balances not paid in full within 60 days of the invoice date at 1.0% per month. In the event that Slack, Johnston & Magenheimer, Inc. is required to seek legal action to collect the fee, BCC agrees to pay all court costs and attorney fees in addition to any accrued interest. By countersigning this engagement agreement on behalf of BCC, you acknowledge you are authorized by BCC and Doral to enter into this agreement and are responsible for payment of fees outlined herein.

If the above stated terms are acceptable, please execute and return along with the property information. Thank you for considering Slack, Johnston & Magenheimer for your appraisal needs in south Florida. We appreciate the opportunity to be of service and look forward to working with you.

Sincerely,

SLACK, JOHNSTON & MAGENHEIMER, INC.



Andrew H. Magenheimer, MAI
CERT. GEN. RZ1073

The terms and conditions of the above proposal are agreeable to the undersigned.

BCC Engineering, Inc

By: _____
Its: _____
Date: _____

**SLACK
JOHNSTON
MAGENHEIMER**

Property Information, If Applicable

1. Copy of the survey with legal description.
2. Copy of the site plan.
3. Copy of the building plans.
4. Contact name and telephone number for property visit.
5. Copy of any land use or zoning entitlements.
6. Copy of any prior appraisals.
7. Copy of any recent offers to purchase the property.
8. Copy of offering material for the property, if currently on the market for sale.
9. Copies of any inspection reports (environmental, structural, etc.)
10. Copy of recent title report.

ASSUMPTIONS AND LIMITING CONDITIONS

The assignment is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
6. It is assumed that there are no hidden or inapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.
13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.
16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.
17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared. Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.
18. Acceptance or use of this report constitutes acceptance of the preceding conditions.