



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA  
Memo No. RE07-230**

**1. Agenda Item Number:**

**27**

**2. Council Meeting Date:**  
March 5, 2007

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** February 5, 2007

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Public Works

**5. SUBJECT:** Approval of Contract Amendment No. 1 in the amount of \$15,000 to the appraisal contract with Dennis L. Lopez & Associates, LLC, for the Germann Road, Dobson Road to Arizona Avenue Improvements, Project No. ST0605-101, for a revised contract total of \$63,000.

**6. RECOMMENDATION:** Staff recommends Council approve Contract Amendment No. 1 in the amount of \$15,000 to the appraisal contract with Dennis L. Lopez & Associates, LLC, for the Germann Road, Dobson Road to Arizona Avenue Improvements, Project No. ST0605-101, for a revised contract total of \$63,000.

**7. BACKGROUND/DISCUSSION:** This contract amendment will allow for additional appraisal services. The original contract scope included appraisal work to value 32 parcels. Due to additional project requirements and the need to relocate irrigation and electric facilities, 8 new property rights have been added that were not part of the original scope of work. In addition, it has become necessary to revise 7 appraisals. The total cost for the additional work will be \$15,000. The construction of this project will be completed by Spring 2008.

**8. EVALUATION:** Dennis L. Lopez & Associates, LLC was selected in accordance with established City policies and procedures. Council awarded the appraisal services contract on April 10, 2006.

**9. FINANCIAL IMPLICATIONS:**

Total Appraisal Contract: \$48,000  
Contract Amendment No. 1: (32%) \$15,000  
Revised Contract Amount: \$63,000

**Fund Source:**

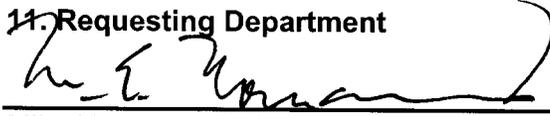
<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
415.3310.0000.6517.5ST346	Arterial Street Impact Fees	Germann Road	FY04/05	\$15,000

**10. PROPOSED MOTION:** Move that Council approve Contract Amendment No. 1 in the amount of \$15,000 to the appraisal contract with Dennis L. Lopez & Associates, LLC for the Germann Road, Dobson Road to Arizona Avenue Improvements, Project No. ST0605-101, for a revised contract total of \$63,000, and authorize the Mayor to sign the contract documents.

**ATTACHMENTS:** Location/Site Map

**APPROVALS**

**11. Requesting Department**

  
Mike Normand, Acting Assistant Public Works Director, Transportation & Operations

**13. Department Head**

  
Daniel W. Cook, Acting Public Works Director

**12. Buyer/Contract Administration:**

  
Erich Kuntze, Real Estate Operations Coordinator

**14. City Manager**

  
W. Mark Pentz

AMENDMENT NUMBER

TO AGREEMENT BETWEEN THE CITY OF CHANDLER AND DENNIS L. LOPEZ & ASSOCIATES, LLC, FOR FEE APPRAISALS.

Project Name: **Germann Road Project – Dobson Road to Arizona Avenue**

Project No.: STO605-201

This Amendment No. \_\_\_\_\_ to that certain Agreement Between the City Of Chandler and Dennis L. Lopez & Associates, LLC, for \$48,000 dated April 10, 2006, between the City of Chandler (CITY) and Dennis L. Lopez & Associates, LLC, is entered into this 12<sup>th</sup> day of FEBRUARY, 2007.

WHEREAS the parties have determined that it is necessary and desirable for CONSULTANT to perform additional services for CITY;

NOW THEREFORE, the parties agree as follows:

1. The original amount of \$48,000 will be increased approximately \$15,000 to perform additional appraisal services, total amended amount not to exceed \$63,000.
2. These additional services will include the preparation of eight additional property appraisals needed to construct said project, at \$1,500 each.
3. These additional services will also include the re-evaluation of acquisition areas due to new and/or revised legal descriptions needed to construct said project, at a rate of \$175 per hour.
4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2007

CITY OF CHANDLER:

CONSULTANT:

By: \_\_\_\_\_

By: [Signature]

MAYOR

Date

Title: MANAGING MEMBER

APPROVED AS TO FORM:

ATTEST: (If Corporation)

[Signature]

[Signature]

City Attorney

Secretary

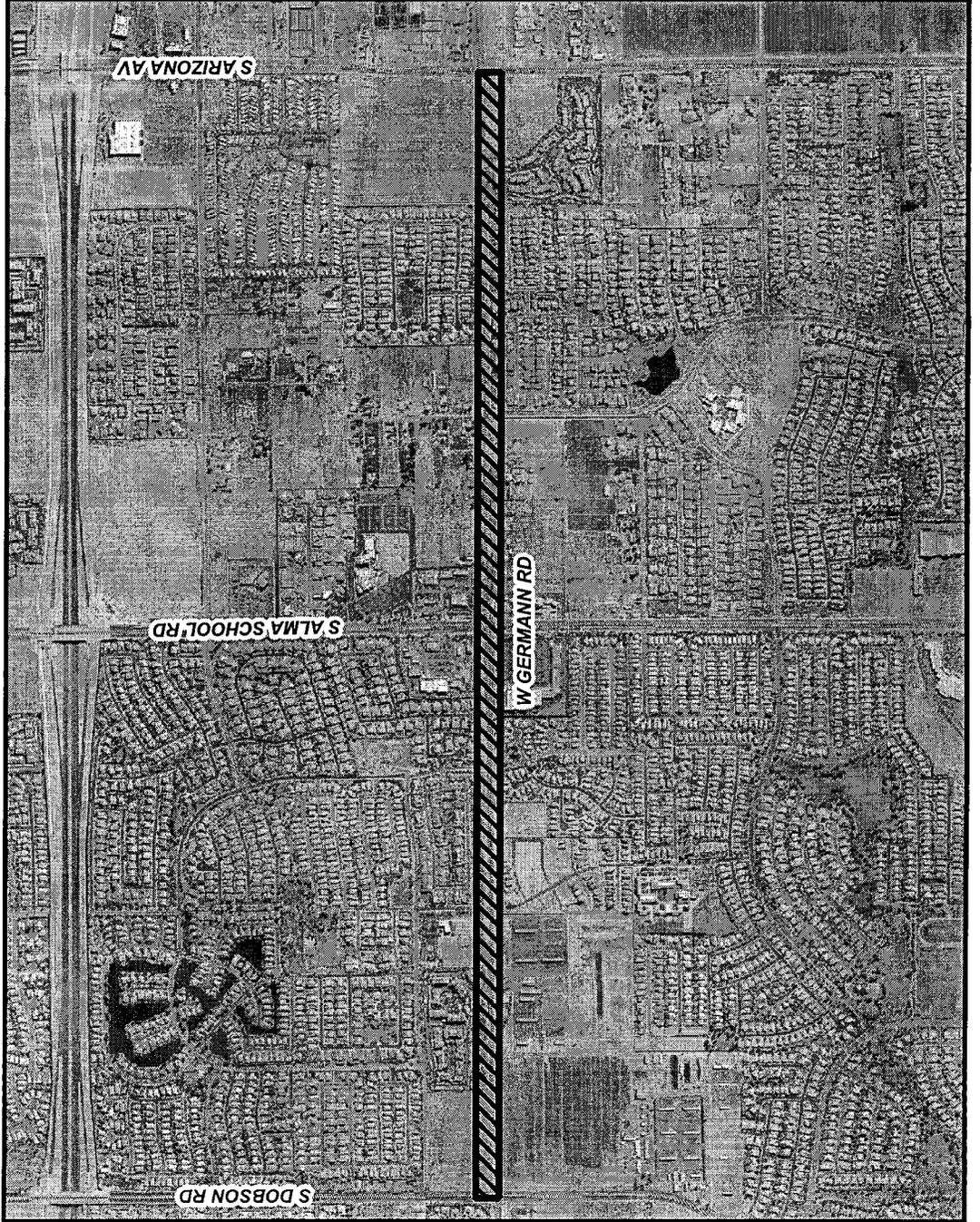
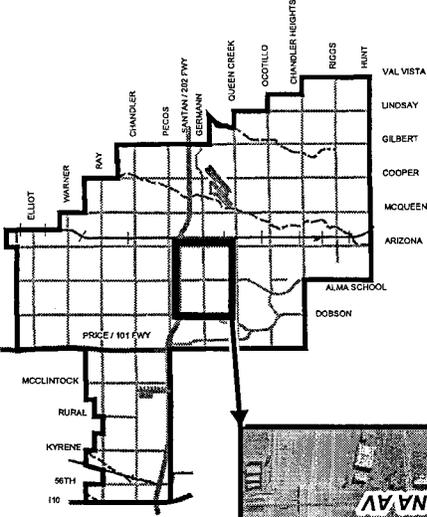
ATTEST: \_\_\_\_\_

WITNESS: (If Individual or Partnership) \_\_\_\_\_

City Clerk

SEAL

# GERMANN ROAD IMPROVEMENTS DOBSON ROAD TO ARIZONA AVE. PROJECT NO. ST0605-101

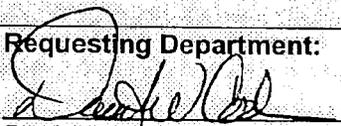
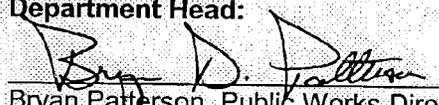
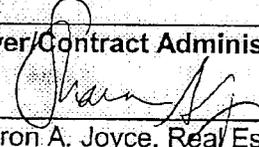
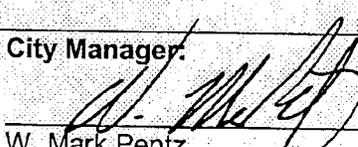


MEMO NO. RE07-230

**LEGEND**

IMPROVEMENT AREA



<b>PURCHASING ITEM FOR COUNCIL AGENDA</b>		1. Agenda Item Number: <b>32</b>	
MEMO NO. RE06-176		2. Council Meeting Date: April 10, 2006	
TO: MAYOR AND COUNCIL		Date Prepared: March 6, 2006	
FROM: CITY MANAGER		4. Requesting Department: Public Works/Real Estate	
5. <b>SUBJECT:</b> Approval of a contract with Dennis L. Lopez & Associates, LLC to provide real estate appraisal services needed in connection with the Germann Road Improvements from Dobson Road to Arizona Avenue for a total contract amount not to exceed \$48,000.			
6. <b>RECOMMENDATION:</b> Staff recommends that Council approve a contract with Dennis L. Lopez & Associates, LLC to provide real estate appraisal services needed in connection with the Germann Road Improvements from Dobson Road to Arizona Avenue for a total contract amount not to exceed \$48,000.			
7. <b>BACKGROUND/DISCUSSION:</b> On August 25, 2005, Council approved the alignment for the Germann Road Improvements from Dobson Road to Arizona Avenue. The alignment requires acquisition of road right-of-way and easements for 32 parcels.  Appraisal services are required in order to determine the value of right-of-way and easements needed to be acquired for the project. The scheduled construction start date is November 2006, completing the work by June 2007.			
8. <b>EVALUATION:</b> Dennis L. Lopez & Associates, LLC is one of five companies considered to provide appraisal services. Dennis L. Lopez & Associates, LLC was chosen based on qualifications, price and delivery time.			
9. <b>FINANCIAL IMPLICATIONS:</b>			
Cost:		\$48,000	
Savings:		N/A	
Long Term Costs:		N/A	
Fund Source:			
Acct. No.:	Fund Name:	Program Name:	CIP Funded:
415.3310.0000.6517.5ST346	Arterial Street Impact Fees	Germann Road	FY04/05
			Amount:
			\$48,000
10. <b>PROPOSED MOTION:</b> Move that Council approve the contract with Dennis L. Lopez & Associates, LLC to provide real estate appraisal services needed in connection with the Germann Road Improvements from Dobson Road to Arizona Avenue for a total contract amount not to exceed \$48,000, and authorize the Real Estate Manager to sign the contract.			
<b>ATTACHMENTS:</b> Location/Site Map			
<b>APPROVALS</b>			
11. Requesting Department:		12. Department Head:	
 Daniel W. Cook, Deputy Public Works Director		 Bryan Patterson, Public Works Director	
13. Buyer/Contract Administration:		14. City Manager:	
 Sharon A. Joyce, Real Estate Manager		 W. Mark Pentz	

COPY

FILED:  
 GERMAN RD - DOBSON TO AZ  
 REQ PURCHASE ITEM (APPRAISAL)

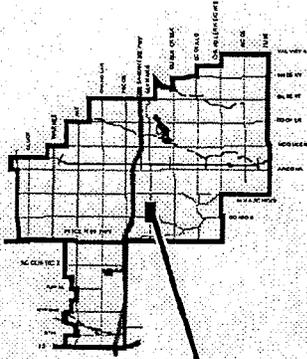


# GERMANN ROAD IMPROVEMENTS DOBSON ROAD TO ARIZONA AVE.

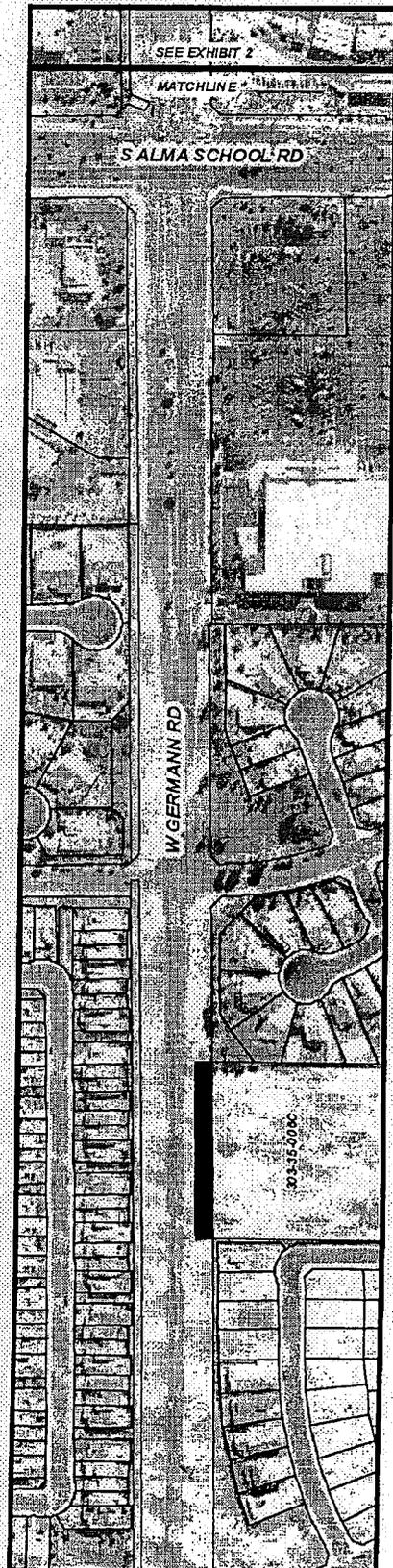
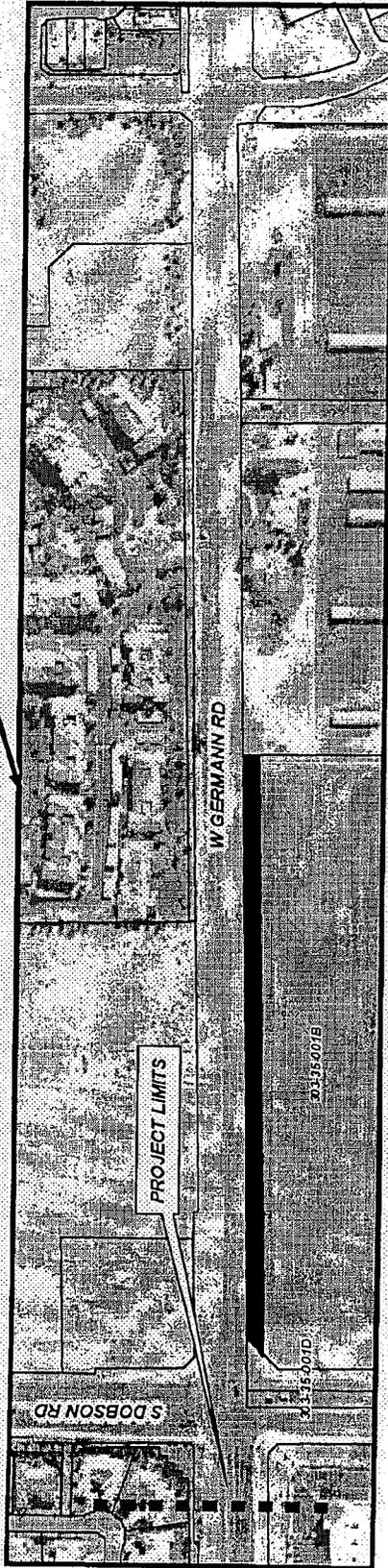
MEMO NO. RE06-176  
EXHIBIT 1

## LEGEND

 NEW ROW



MATCH BELOW RIGHT





March 23, 2006

Mr. Dennis L. Lopez, MAI, SRI  
Dennis L. Lopez & Associates, LLC  
209 East Baseline Road, Suite 205  
Tempe, Az 85283

Re: APPRAISAL SERVICES FOR GERMANN ROAD FROM DOBSON ROAD  
THE ARIZONA AVENUE

Dear Mr. Lopez:

Based on the "Contractor" proposal, it is the "City's" understanding that "Contractor" will be providing appraisal services that include the following:

1. Appraisal reports for the sum set forth as follows:

<u>Parcel Number</u>	<u>Amount</u>
(See attached Exhibit "A")	*\$ 48,000

\*Total amount of \$48,000 is based on \$1,500 per Appraisal Report.

2. Description of work to be done:

Complete summary self contained appraisal reports according to Uniform Standards of Professional Appraisal Practice standards for full or partial acquisitions, whichever is applicable and assumes no environmental issues are present. The appraisal shall included a full section map identifying the subject and the comparable sale parcels within the section and a sales comparable adjustment grid.

3. Data to be furnished the APPRAISER by the CITY:

Title Reports, legal descriptions and plans.

4. Each report will be reported in triplicate and shall be complete within itself. Each report shall identify the parcel on a tax parcel map for the entire section and include an adjustment grid for sales comparables. The Appraisal Reports shall conform to the Uniform Standards of Professional Appraisal Practice unless otherwise noted.
5. The completed written reports are to be delivered to Mr. Charles Grombacher, O.R. Colan and Associates, 14362 N. Frank Lloyd Wright Blvd., Suite 1000, Scottsdale, Arizona 85260 on or before **60 days** from the date Contractor receives written authorization to proceed. The date of delivery of the reports may not be extended without written authorization of the Real Estate Manager or their authorized agent.
6. The APPRAISER will be paid the sum as set forth in paragraph 1 for the completed work, which sum shall include all costs or expenses incurred by the APPRAISER. Payments to the APPRAISER shall be made within thirty (30) days of submission of the completed Appraisal(s) and invoice. In the event the CITY requests the

APPRAISER cease work on a particular project prior to its completion, payment shall be made prorated on the basis of work completed.

7. Where applicable, payment may be made as the portions of this work are completed and accepted by the CITY on the basis of the agreed fee amount for each parcel.
8. Appraisal Report(s) will be complete upon submission and the APPRAISER agrees to correct any omissions or errors on their part at no extra cost to the CITY.
9. The APPRAISER agrees to testify in the courts with reference to Appraisal Reports prepared for the CITY when requested or subpoenaed by the City's attorney. The APPRAISER agrees to complete and submit to the CITY any additional information, investigation or opinions or conclusions within ninety (90) days or less if requested by the CITY. The APPRAISER shall be paid at the rate of \$175.00 per hour for all work performed as described above and for depositions, attorney pretrial, trial conferences, testimony in court or other related work.
10. The APPRAISER must notify landowner and/or their designated representative to inform them that they have been requested to perform an appraisal. APPRAISER shall allow the owner the opportunity to provide any information they wish regarding the property and to accompany the APPRAISER during their inspection of the property.
11. Neither the APPRAISER'S employment nor their compensation is in any way contingent upon the amount at which they value the property.
12. The APPRAISER agrees to indemnify and save harmless the CITY, its officers agents and employees from any and all claims and losses accruing or resulting to the CITY in connection with the performance of this work, and from any and all claim and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the APPRAISER in the performance of this work.
13. The APPRAISER may not assign this work to another appraiser without consent by the City of Chandler.
14. Time is of the essence with production of the work for the Reports. It is understood that should the APPRAISER not produce the agreed upon work in the proscribed time, the CITY may elect to ask the APPRAISER to terminate work on the project, and not be responsible for payment. In the event work is delayed, and the CITY elects to have APPRAISER continue with work, APPRAISER shall be responsible for payment to the CITY of \$100 per day in liquidated damages.
15. It is mutually understood that no alteration or variation of these terms will be valid unless made in writing and signed by the parties, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
16. The APPRAISER agrees that they will not disclose their report and conclusions in whole or in part to any person other than as provided in letter or except as directed by an authorized agent of the CITY.

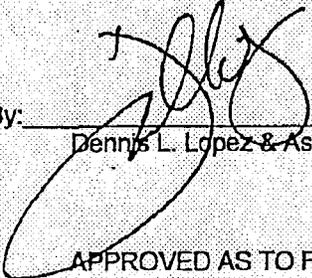
17. The APPRAISER warrants that they have no interest, present or contemplated, in the property or the properties affected by this work.
18. The APPRAISER has not employed or retained any company, firm or person, other than a bona fide employee working solely for him, to solicit or secure this work, and that they have not paid or agreed to pay any company, firm, or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the CITY shall have the right to cancel this agreement without liability.
19. The APPRAISER shall maintain commercial general liability insurance with a limit of not less than \$500,000 for each occurrence and automobile liability in an amount not less than \$100,000 combined single limit. If applicable, APPRAISER shall also carry worker's compensation insurance for all employees at statutory limits and Employer's Liability in an amount not less than \$100,000 for each accident/disease per employee. Prior to commencing work, evidence of such coverage shall be provided to the City by an acceptable Certificate of Insurance and approved by the City's Risk Manager.

Please let me know if you have any questions or need additional information. A self-addressed stamped envelope is enclosed for your prompt return of this original signed letter.

Thank you for your assistance in this matter.

Sincerely,

\_\_\_\_\_  
Sharon A. Joyce, Real Estate Manager

By:   
Dennis L. Lopez & Associates, LLC

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

303-35-001B  
303-35-006C  
303-27-029A  
303-27-029J  
303-27-029G  
303-27-009S & 009T  
303-27-011  
303-27-009R  
303-27-034  
303-27-033  
303-27-017P, 017S & 017F  
303-34-020  
303-26-005F  
303-26-005G

303-27-017Q  
303-28-017C  
303-33-009  
303-34-003G & 003H  
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303-26-986

EXHIBIT "A"