

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 7<sup>th</sup> day of March 2022 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Childers Associates, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on April 1<sup>st</sup>, 2022. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before Sept 23<sup>rd</sup>, 2022.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total price not to exceed \$85,700.00 Dollars (not including post-appraisal services) for the performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar

field;

- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
  - (1) Workers' Compensation statutory limits;
  - (2) Employer's Liability:
    - a. Bodily Injury by Accident - \$100,000.00
    - b. Bodily Injury by Disease - \$500,000.00 policy limit
    - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-

owned, and hired vehicles.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT’S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Childers Associates  
Real Estate Consultants and Appraisers  
321 Fourteenth Street, N.W.  
Atlanta, GA 30318

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT’S bid or proposal. The terms of this Agreement shall supersede any terms in

the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:

Childers Associates

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

Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

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

MAYOR

Attest: \_\_\_\_\_

CITY CLERK

# CHILDERS ASSOCIATES

REAL ESTATE CONSULTANTS AND APPRAISERS

321 FOURTEENTH STREET, N.W.

ATLANTA, GEORGIA 30318

TELEPHONE: (404) 876-5100

DAVID W. CHILDERS, MAI  
JOHN P. MURRAY, MAI  
CHAD A. LIESKE

March 3, 2022



Ms. Devon S. Brooks  
Special Projects Coordinator  
City of Dalton  
535 Elm Street  
Dalton, Georgia 30722

Re: Proposal for Appraisal Services  
Market Street Road Improvement Project  
18 Parcels  
Flood Mitigation Grant Project  
2 Parcels  
Dalton, GA 30722

Dear Ms. Brooks:

Per your request, I have preliminarily researched the 20 parcels referenced in the two projects listed above. You have previously provided documentation of the first project via email on Thursday, February 10, 2022. Information involving the second project was provided via email on Wednesday, February 23, 2022. The following letter provides a proposed scope of work for each appraisal along with a fee quote and anticipated timeframe for completion of the projects.

The larger project involves 18 parcels located along or in proximity of Market Street in the City of Dalton. Based on my preliminary analysis of the project plans, I have determined that eight of the parcels appear to have no significant impact and can be valued using a reduced scope of work while the remaining 10 parcels either appear obviously impacted or it is unclear if they are impacted and therefore require a more in-depth scope of work. I have placed each of the parcels within one of these two groupings and will discuss each below.

**1. Parcels 2, 4, 5, 6, 7, 8, 11, and 16: No obvious impact.**

- a. My analysis of the project plans in relation to the above parcels revealed no obvious impact on the remainders of each parcel. Therefore, each of these parcels can be valued using a reduced scope of work that involves estimating the market value of the underlying land only and then using the market value of the land to estimate the market value of the proposed acquisitions. This scope of work is commensurate with GDOT's Form 388C which is appropriate when a parcel is not believed to be impacted by the proposed acquisitions. A summary of each parcel with proposed fee is as follows:
  - i. **Parcel 2** – 3.39-acre commercial site improved with a 32,700-square foot retail building occupied by Harley Davidson; the parcel is part of a



larger neighborhood shopping center located at the southern end of Market Street. The proposed acquisition is one temporary construction easement measuring 75 square feet. No impact on the remainder is apparent. I propose a fee of \$2,500 for this appraisal.

- ii. **Parcel 4** – 2.48-acre site improved with a 124-room, Hampton branded hotel. Acquisition includes one fee acquisition and one temporary easement. No impact observed. I propose a fee of \$2,500 for this appraisal.
- iii. **Parcel 5** – 0.53-acre vacant commercial lot; the lot was formerly improved with a Dairy Queen but has been cleared. The proposed acquisition is a fee acquisition of the entire parcel. I propose a fee of \$3,500 for this appraisal.
- iv. **Parcel 6** – 3.11-acre commercial land tract that was formerly improved with a portion of a neighborhood shopping center; the improvements have been removed from the site and the property is vacant; we note that a portion of the land remains dedicated to surface parking supporting the remaining portion of the shopping center. The acquisition is two fee acquisitions totaling 3,654 square feet and two temporary easements totaling 18,537 square feet. Neither acquisition area impacts the utility of the remainder tract. No impact is apparent. I propose a fee of \$2,500 for this appraisal.
- v. **Parcel 7** – 3.00-acre site improved with a 10,074-square foot retail restaurant building occupied by Cracker Barrel. The proposed acquisitions include one fee acquisition measuring 2,330 square feet and one temporary easement measuring 2,226 square feet. The temporary easement will reduce the landscaping area supporting the site, but only for a temporary time. This landscaping can be replaced as part of a cost to cure. No impact is apparent. I propose a fee of \$2,500 for this appraisal.
- vi. **Parcel 8** – 2.19-acre site improved with a 96-room, Holiday Inn Express branded hotel. The proposed acquisitions include one fee acquisition measuring 1,074 square feet and one temporary easement measuring 2,012 square feet. Neither acquisition impacts the utility of the remainder. I propose a fee of \$2,500 for this appraisal.
- vii. **Parcel 11** – 0.70-acre site improved with a 1,652-square foot Waffle House restaurant; the primary site is located on West Walnut Avenue with only a rear driveway fronting along Market Street. The proposed acquisition includes one fee acquisition measuring 119 square feet and one temporary easement measuring 848 square feet. The acquisitions do not impact access or the overall utility of the remainder. I propose a fee of \$2,500 for this appraisal.
- viii. **Parcel 16** – 0.87-acre site improved with a 2,952-square foot, Kentucky Fried Chicken branded fast food restaurant. The building faces West Walnut Street and is removed from Market Street. However, the proposed acquisition involves a 768-square foot temporary easement that encumbers the rear corner of the tract. It

appears that one parking space may be impacted but we are uncertain until an inspection of the site is made. For bidding purposes, we have assumed that the site is not damaged and quote a fee of \$2,500 for this appraisal. If, upon inspection, we determine the acquisition impacts the remainder and creates a damage, we will request a scope of work change for this parcel.

2. **Parcels 1, 3, 9, 10, 12, 13, 14, 15, 17, and 18. Potential impact noted.**

- a. My analysis of the project plans in relation to the above parcels reveals a potential for impacts to each remainder resulting from the proposed acquisitions or project itself. Therefore, each of these parcels should be valued using a traditional, five-step valuation model used in eminent domain appraisals. That is, each appraisal will include five valuations: 1) the market value before the acquisition; 2) the market value of the parts acquired; 3) the value of the remainder as part of the whole; 4) the market value of the remainder; and 5) the market value of consequential damages and specific benefits. In doing the above scope of work, we will estimate the just compensation due each property owner, considering any and all potential impacts from the project. This scope of work is commensurate with GDOT's Form 388C which is appropriate when a parcel is not believed to be impacted by the proposed acquisitions. A summary of each parcel with proposed fee is as follows:
  - i. **Parcel 1** – 8.66-acre land tract improved with an approximate 141,990-square foot, multitenant neighborhood shopping center. This property is located at the southern end of Market Street and is the largest property on the project. The proposed acquisitions include two fee acquisitions totaling 39,149 square feet and four temporary construction easements totaling 26,239 square feet. The acquisitions result in a loss of parking and a loss of landscaping supporting the subject shopping center. These losses are believed only temporary during the project but do impact the overall utility of the remainder. I propose a fee of \$8,500 for this complex appraisal.
  - ii. **Parcel 3** – 1.27-acre commercial outparcel site improved with a 6,163-square foot, full service restaurant leased to Outback Steakhouse. The proposed acquisitions include one fee acquisition measuring 1,542 square feet and one temporary easement measuring 3,089 square feet. The acquisitions alter access onto the site and appear to slightly reduce the parking availability in proximity of the building. The remainder is potentially damaged by these changes. A fee of \$5,500 for this restaurant property is proposed.
  - iii. **Parcel 9** – 1.59-acre, mostly vacant commercial site; this parcel is improved with a small utility building that is located at the rear of the tract and is leased to a utility company. The principal improvements on the site have been removed. The proposed acquisitions currently include a 4,414-square foot fee acquisition and a 2,602-square foot temporary easement. Additionally, the project results in the property losing all vehicular access to Market Street. However, we note that the

project plans are reportedly being changed to allow access. If access is fully restored to the site, there may be no damage to the property. In that case, the scope of work would be reduced. As the plans currently show, the parcel is impacted by the loss of access and should be appraised to estimate the value of this impact. A fee of \$4,800 is proposed.

- iv. **Parcel 10** – 1.05-acre site improved with a 24,361-square foot retail strip center. The proposed acquisitions include one fee acquisition measuring 4,552 square feet and one temporary easement measuring 7,510 square feet. The project also reduces the access to Market Street and eliminates a significant amount of onsite parking. In these regards, the remainder as improved is likely impacted and is appraised to estimate the market value of this impact. A fee of \$6,500 is proposed.
- v. **Parcel 12** – 1.56-acre site improved with a 5,181-square foot McDonald's operated fast food restaurant. The proposed acquisitions include one fee acquisition measuring 3,587 square feet and one temporary easement measuring 2,922 square feet. The acquisitions temporarily reduce the available supply of parking supporting the building. An appraisal estimating the market value of this impact is needed. A fee of \$5,500 is proposed.
- vi. **Parcel 13** – 0.96-acre site improved with a 14,000-square foot, single tenant retail building; the building is occupied by Carpet Express Outlet. The proposed acquisitions include a single fee acquisition measuring 6,022 square feet and two temporary easements totaling 4,233 square feet. The project eliminates access from Market Street and also reduces the parking available to the building. An appraisal estimating the value of these impacts is warranted. A fee of \$4,800 is proposed.
- vii. **Parcel 14** – 2.06-acre site improved with a 78-room, Super 8 branded motel building. The proposed acquisitions include one fee acquisition measuring 6,080 square feet and one temporary easement measuring 1,373 square feet. The acquisitions eliminate direct access to Market Street but replace it with comparable new access to Business Access Road. The question for this appraisal is whether the subject signage will remain along Market Street or if it will be removed. If it remains, there may not be any impact or damage to the property. However, if it is removed, this would result in a potential damage. We have assumed it is removed for the purpose of our fee proposal. We propose a fee of \$7,200 for this appraisal.
- viii. **Parcel 15** – 0.91-acre site improved with a 1,684-square foot fast food restaurant occupied by Panda Express. The proposed acquisitions include one fee acquisition measuring 5,978 square feet and one temporary easement measuring 8,985 square feet. The project results in a loss of direct access to Market Street with replacement access provided to Business Access Road. However, this reorientation of the driveway appears to impact the internal circulation of the property. It

Ms. Devon Brooks  
March 3, 2022

may be that the relocation of the driveway necessitates an engineering report to verify the functionality of the internal access. I would know more once an inspection is conducted. However, it does appear as though the property is impacted. A fee of \$5,500 is proposed.

- ix. **Parcel 17** – 0.53-acre, vacant site; the property is used as surface parking in support of the shopping center on Parcel 1. This parcel may be combined with Parcel 1 as they appear to have the same ownership and use. The proposed acquisitions include one fee acquisition measuring 10,674 square feet and one temporary easement measuring 5,072 square feet. My analysis of the project plans reveals the acquisitions impact nearly all of the central portion of the site and leave only a small remnant remaining. The remnant does not appear to be independently developable which would result in a damage. A fee of \$4,200 is proposed.
- x. **Parcel 18** – 0.97-acre site improved with a portion of a larger shopping center development. This parcel could be combined with Parcel 1. The proposed acquisitions include two temporary easements totaling 6,114 square feet. The easements appear to block the front of the retail building and encumber prime parking spaces. In this regard, it appears as though the acquisitions may impact the remainder. A fee of \$5,500 is proposed.

The above fee schedule includes 18 parcels and totals \$79,000 for the entire project. As discussed above, a few of the parcels could be reduced to reflect the lesser scope of work if it is determined that the project does not impact the property. That would be determined after I am able to personally inspect each property and take a deeper look into the project plans and specific properties. For bidding purposes, I have used my best judgment to estimate the appropriate scope of work and fee for each parcel.

The second project involves two parcels located in different portions of the City of Dalton. The first parcel is located at 312 West Waugh Street and consists of a 1,802-square foot, single story, single tenant commercial building situated on a 0.21-acre land tract. It appears the building may be leased and is currently used as a DUI School business. It is my understanding that you need to estimate the market value of the fee simple interest in the subject in order to acquire the entire property as part of a flood mitigation program. For this commercial property, I believe the appropriate scope of work consists of estimating the market value of the land and improvements. The income and sale comparison approaches will be employed to value the property as improved while the sale comparison approach will be utilized to value the underlying land. I will also investigate whether the leasehold interest has significant value and, if so, will allocate the fee simple value between the leased fee and leasehold interests. The fee for this assignment is \$4,200.

The second parcel on the flood mitigation project is an approximate 3,608-square foot single family residential structure situated on 1.16 acres of land. The residential property is located at 133 Huntington Road in the City of Dalton. The residential property is assumed impacted by flooding and will be acquired in fee simple as part of the project. Therefore, the intended use of the appraisal will be to estimate the market value of the fee simple interest in the subject for the purpose to assisting the

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client with the acquisition of the subject property. I will estimate the market value of the land and improvements. The land value will be estimated by a sale comparison approach while the property as improved will be valued using the cost and sale comparison approaches. I estimate a fee of \$2,500 for this appraisal.

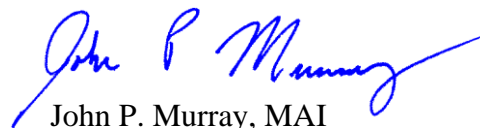
For timing, I would estimate a total time frame of 120 days from the initial start date to complete the work on Market Street. I would prepare a General Data Book which would be delivered within 30 days of the start date. I would then begin the appraisal work with the parcels included in Part 1 above likely completed first (unless you notify me of a different preference). As we discussed by phone, given my current workload, I would anticipate beginning the work the last week of March if you provide a notice to proceed prior to that time.

I would estimate a time frame for the flood mitigation appraisals of 45 days from your notice to proceed. I could coordinate the two projects however you prefer in terms of prioritization. The total time for both projects to be complete is estimated at 165 days. Please note, the fees for the second project – specifically the commercial property – have been made in consideration of data that will be obtained for the Market Street project. Therefore, the fees are intended to be as part of the entirety of contracted work. Under the scope of work discussed above, the total fee schedule is not anticipated to exceed \$85,700 for the 20 appraisals (not including any post-appraisal services conducted on an hourly basis as stated below).

Finally, if any of the above appraisals requires supplementary work such as update appraisal work, deposition preparation, or court testimony, I bill on an hourly basis. My billable rate is \$175.00 per hour while any work conducted by a junior associate is billed at \$75.00 per hour.

Please do not hesitate to contact me with any additional questions regarding the scope of work for these assignments. Also, if you want to discuss any part of the fees or timing, let me know.

Sincerely,



John P. Murray, MAI  
Certified General Real Property Appraiser  
State of Georgia No. 261994

## **QUALIFICATIONS – JOHN P. MURRAY, MAI**

**Education:** B.B.A., (Real Estate) University of Georgia, Athens, Georgia.

Completed Uniform Standards of Professional Appraisal Practice and Applications, Advanced Income Capitalization, Market Analysis and Highest and Best Use, Advanced Sales Comparison and Cost Approach, Report Writing and Valuation Analysis, and Advanced Applications courses offered by the Atlanta Chapter of the Appraisal Institute.

Completed continuing education offerings: Appraising and Analyzing Office Buildings for Mortgage Underwriting, The Nuts and Bolts of Green Buildings for Appraisers, Business Practice and Ethics, National Uniform Standards of Professional Appraisal Practice Update, Condemnation Appraising: Principles and Applications, Construction Details and Trends, Regression Analysis, Comparative Analysis, Revenue Forecasting, Georgia Supervisor – Trainee Course, Reviewing Residential Appraisals, Real Estate Finance Statistics and Valuation Modeling, Review Theory General

**Experience:** Prepares appraisal reports for government agencies, attorneys, corporations and individuals in the Metropolitan Atlanta area. Assignments include industrial, commercial and residential properties including land, office buildings, federal courthouses, post offices, shopping centers, abandoned rights of way, golf courses, and industrial facilities. Qualified as a Level 3 Appraiser with the Georgia Department of Transportation; Experienced as an associate real estate appraiser with Childers Associates in Atlanta, Georgia since May 2002

### **Professional Affiliations:**

Practicing Designated Member, Appraisal Institute, (MAI)  
Certified General Real Property Appraiser, State of Georgia, Number 261994

Active in the Atlanta Area Chapter of the Appraisal Institute since fall 2002  
2007 Southeast Regional Representative of the Appraisal Institute  
2008 Southeast Regional Representative of the Appraisal Institute  
2011 Alternate Southeast Regional Representative of the Appraisal Institute