

MASTER SERVICES AGREEMENT FOR APPRAISAL SERVICES

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as “County”), and Whitney & Associates, hereinafter called the “Consultant” or “Company”.

WITNESSETH:

WHEREAS, the County proposes to hire the Consultant to perform appraisals of properties for needed rights of way for projects in the mobility road bond program in Waller County, Texas, hereinafter called the “Project;”

WHEREAS, the Consultant has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional Consultant services for the Project;

WHEREAS, the County is satisfied that the Consultant is capable of performing the necessary services required for the Project and desires to contract with the Consultant to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional appraisal services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. (“LJA”) supervisory and management authority over the Consultant; and

WHEREAS, the Consultant will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General
 - a. In performing professional appraisal services under this Agreement, the Consultant will function solely and exclusively for the benefit of the County and not for the benefit of the Consultant for the Project or any other party. All services rendered by the Consultant under this Agreement shall be performed under the supervision of LJA. The

Consultant shall render services in accordance with generally accepted professional standards of competent appraisers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

- b. The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Consultant under this Agreement.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A (“Scope of Services”).

3. Compensation and Payment

- a. The Consultant shall be entitled to payment of the lump sum per parcel amount of **\$4,500.00**, not exceeding a total amount of **\$810,000.00**, the equivalent of 180 parcels, for services to perform the tasks delineated in Appendix A-1. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on an hourly rate of \$350 per hour and the County shall not be obligated to pay in excess of **\$98,000.00**. The Consultant shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

- (1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the hourly rate in Section 3(a) for the performance of such services. Payment will be made on the basis of certified time records and in accordance with those payment procedures set forth in subparagraph b., below.

- (2) Where Subconsultants are employed by the Consultant to perform additional services not within the original Scope of Services, the Consultant will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Consultant's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by Subconsultants will be on the same basis as if the costs were incurred by the Consultant. Total contract amounts shall include Subconsultant fees.

- b. It is understood and agreed that for monthly payments will be made to the Consultant by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Consultant shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this

Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Consultant for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Consultant shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Consultant, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

- c. It is expressly understood and agreed that the County has available the total maximum sum of **\$908,000.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Consultant be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Consultant's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent Consultant or architect.

5. The County's Option to Terminate

- a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Consultant in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Consultant's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.
- b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Consultant under this Agreement and this Agreement shall be of no

further force and effect; provided, however, such termination shall not act to release the Consultant from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Consultant's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Consultant's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

- c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Consultant.
- d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.
- e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Consultant's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for appraisal services with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for appraisal services performed under this Agreement shall be made solely from this source of funds for financing appraisal services for the Project. The County shall be under no liability under this Agreement to make payment to the Consultant from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Consultant shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Consultant agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Consultant in providing to the County the services specified in this Agreement.

8. Inspection of the Consultant's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Consultant's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Consultant's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Consultant shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Consultant.

9. Personnel, Equipment, and Material

- a. The Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of the County, to perform the services when and as required and without delays. It is understood that the County will approve assignment and release of all key appraisal personnel and that the Consultant shall submit written notification of all key appraisal personnel changes monthly for the County's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an appraiser licensed to practice in the State of Texas.
- b. All employees of the Consultant or Subconsultants hired by the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Consultant or Subconsultant of the Consultant who, in the opinion of the County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of the County, immediately be removed from association with the Project.
- c. Except as otherwise specified, the Consultant shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Consultant shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Consultant shall remain responsible under this Agreement for the work.

11. Conferences

At the request of the County, the Consultant shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of the County, or at the site of the Project. The County is permitted to inspect the Consultant site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Consultant shall prepare such appraisal reports as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert appraisal witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Consultant in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Consultant shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Consultant shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Consultant shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project and as specifically contained in Exhibit B.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE CONSULTANT (INCLUDING THE CONSULTANT'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE CONSULTANT SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE CONSULTANT'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

- a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Consultant.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 836 Austin St., STE 4300, Hempstead, TX 77445.

- b. All written notices, demands, and other papers or documents to be delivered to the Consultant under this Agreement shall be delivered to Matthew Whitney, 2040 N. Loop 336 West, Ste 305, Conroe, TX 77304, or at such other place or places as the Consultant may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Consultant), whether or not it results from or involves any action or failure to act by the Consultant or any employee or agent of the Consultant and which arises in any manner from the performance of this Agreement, the Consultant shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Consultant shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Consultant, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Consultant's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Consultant

Notwithstanding any provision of this Agreement, the Consultant shall at all times act as an independent Consultant, and not as an employee of the County, and the Consultant shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Consultant will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of

the Texas Government Code.

- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, CONSULTANT ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and Consultant have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

WALLER COUNTY

Carbett "Trey" J. Duhon III, County Judge

Date

CONSULTANT:

Whitney & Associates

Name

Date

ATTEST:

Debbie Hollan, County Clerk

Approved:

J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed \$908,000.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

Alan R. Younts, County Auditor

APPENDIX A-1 SCOPE OF WORK

In preparing appraisals for Waller County, appraisers will adhere to the following basic guidelines and requirements set forth within this scope and the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP).

Format and Presentation:

1. The appraisal must be clearly and accurately set forth in a manner that is not misleading. The appraisal must contain enough information to enable the Intended Users to properly understand the appraisal. The appraisal must clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions utilized in the appraisal process.
2. The Appraiser must provide the appraisal report via email in PDF (Portable Document Format) and, if requested by the County, a minimum of two signed, printed, unbound (use only a binder clip) originals of the appraisal report. Appraisals assembled with glue, binding combs, or other permanent binding of any kind will not be accepted.
3. Even though cost to cure represents curable damages, the Appraiser must report cost to cure separately from damages.
4. The Appraiser must indicate the amount of damages, if any, attributed to material impairment of direct access on or off the remaining property that affects the market value of the remaining property.

Primary Content:

1. Include a transmittal letter and cover page.
2. State all extraordinary assumptions and hypothetical conditions, if applicable, and state that their use might have affected the assignment results.
3. Include a clear and accurate description of the "Appraisal Process" including the appraisal methodologies applied (including a description of the Larger Parcel Concept, if applicable), approaches used, and the reasoning that supports the analyses, opinions, and conclusions. Exclusion of the Sales Comparison Approach, Cost Approach, or Income Approach should be explained.
4. Clearly state the client, intended users, and the intended use of the appraisal.
5. Identify the subject property including the physical and economic property characteristics relevant to the assignment.
6. State the real property interest(s) appraised (fee simple estate and/or easement) for the subject parcel.

7. Include the approved definition of market value.
8. The appraisal **MUST** include a clear and conspicuous Scope of Work. Do not solely state the scope is established throughout the appraisal report.
9. State the date of report, date of site visit, effective date of value, and a reasonable exposure time.
10. Include a market area analysis.
11. State the subject property's use (both the parent tract and the parcel acquisition) as of the effective date of value and provide a summary of the rationale for the appraiser's opinion of highest and best use.
12. Consider access damages in accordance with Section 21.042(d) of the Texas Property Code.
13. Include a signed and dated CERTIFICATION.
14. Appraiser must arrange an appointment to meet with the property owner/representative for site visit of the property.

Subject Property Content:

1. Provide a detailed description of the subject property's (both the parent tract and the parcel acquisition) location to include any physical address and area description clearly identifying the subject property (whole property, larger parcel, etc. as appropriate, hereinafter referred to as the subject). Provide a description of the subject parcel's location, if applicable.
2. Include legal description of the subject parent tract and the parcel acquisition per the field notes provided. The survey/drawing must be included or, if none is provided, a sketch of the site should be rendered. The sketch should depict all improvements on the site and most importantly within the acquisition parcel. All dimensions and size descriptions must be expressed in square footage or acreage.
3. Provide a clear description of the subject's site data, site access, physical characteristics (topography, soil/subsoil conditions, shape, frontage/depth, etc.), nuisances, zoning/restrictions, utilities availability and capacity, off-site improvements, easements, flood zone, adjacent land uses, and presence of environmental hazards.
4. Include a detailed description of the subject parent tract and the improvements upon the acquisition parcel, if applicable.
5. Provide a five-year ownership history of the subject.

Highest and Best Use Content:

The Highest and Best Use – As Vacant, and The Highest and Best Use – As Improved must be reported for the subject and parcel (if applicable). The Highest and Best Use analysis must be specific and must be based upon subject market data. In the Highest and Best Use Analysis, four criteria must be considered and reported: Legal Permissibility, Physical Possibility, Financial Feasibility, and Maximum Productivity.

Value Approaches Content: (Exclusion of any of the approaches to value must be explained.)

Income Approach:

1. Consider and apply the Income Approach, if applicable.
2. Provide a minimum of three rent comparables if Income Approach is applicable.
3. Provide and explain market support for the determination of capitalization rates. Include any calculations and the source of any market data used to support the capitalization rate estimate.
4. Provide and explain market support for income and occupancy estimates by comparing the subject to comparable rental properties. Expense estimates should be based upon the recent operating history of the subject and supported by expense comparables and/or expense estimates from real estate or trade journals. Property tax expense should be based upon the most recent tax assessment.
5. Provide reasonable and appropriate evidence from the subject market area to support projections of future rent and/or income potential and expenses.
6. Provide and explain market support for estimating replacement reserves and deferred maintenance.
7. If using a discount cash flow analysis model, provide and explain market support for income, expense, and occupancy projections.
8. Include a “Value Conclusion via the Income Approach” section wherein you state the value conclusion derived via this approach and provide rationale for said value conclusion.

Sales Comparison Approach:

1. Consider and apply the Sales Comparison Approach, if applicable.
2. Provide a minimum of three sale comparables if Sales Comparison Approach is applicable.
3. Form an opinion of value using current sales of properties similar to the subject with regard to highest and best use, transactional elements, and property elements.
4. Complete a Comparable Sale Summary Data Sheet for each comparable used. A three-year sales history for each comparable must be analyzed and reported. Any additional information relevant to the comparable must also be included on the Comparable Sale Summary Data Sheet. Confirm all comparable sales used and report data sources, including the source confirmation number, person contacted, contact phone number, and/or email address.
5. Provide a Sales Adjustment Grid with quantitative adjustments for measurable differences between the subject and comparables.

6. Provide an explanation of adjustments, supported by the sale data presented.
7. Include a “Value Conclusion via the Sales Comparison Approach” section wherein you state the value conclusion derived via this approach.

Cost Approach:

1. Consider and apply the Cost Approach, if applicable.
2. Form an opinion of land value using current sales of properties similar to the subject with regard to highest and best use, transactional elements, and property elements.
3. Provide a detailed description of the improvements, calculations for the depreciated cost of the improvements, and sources of the cost estimates (e.g., Marshall Valuation Service, private contractors).
4. Include a “Value Conclusion via the Cost Approach” section wherein you state the value conclusion derived via this approach and provide rationale for said value conclusion.

Value Reconciliation Content:

1. MUST Include a reasoned “Reconciliation of Value” section.
2. Reconcile the approaches and methods used to arrive at the final opinion(s) of value.
3. Clearly state the logic applied in deriving the opinion(s) of value.

Summary of Just Compensation Content:

Include a “Summary of Just Compensation” section indicating the amount due the property owner for the acquisition of the subject parcel.

Addenda Content:

1. Photographs of the Subject Property.
2. Location Map.
3. Field Notes.
4. Aerial Image.
5. FEMA Flood Zone Map, if relevant.
6. Comparable Sales Map – The appraisal must contain a map detailing the location of the subject, all comparables utilized in the appraisal, and a north arrow.
7. Appraiser Qualifications and Current Copy of Certification - The appraisal must contain the appraiser’s qualifications and a current copy of his/her TALCB certification.

APPENDIX A-2
Scope of Services (Hourly)

Hourly rates will be applicable to time and effort related but not directly attributed to the formation of an appraisal report analysis. This includes preparation for Special Commissioners' Hearing and other litigation-related activities (such as depositions and trial testimony). It may also include additional time related to general project consultation and activities that are not specific to a parcel valuation assignment.

Appendix B Insurance

Consultant's Insurance Requirements. Throughout the term of this Agreement, Consultant shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Consultants engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Consultant, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars (\$1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Consultant employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: \$300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: \$1,000,000 aggregate covering Consultant in connection with the services to be provided by Consultant under this Agreement.

Consultant shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Consultant hereunder.