



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM



Date: July 11, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
William J. Huotari, City Engineer
Emily Frontera, Purchasing Manager
Larysa Figol, Sr. Right-of-Way Representative

Subject: Bid Waiver: Real Estate Appraisal and Appraisal Review Services, Rochester Road, Barclay to Trinway – Project Number 2022CG0002

History

Troy City Council previously approved Contract No.21-5419 with MDOT for Right-of-Way acquisition work to widen Rochester Road from five lanes to a six-lane boulevard from Barclay Drive to Trinway Road – Project 2022CB0002 (Resolution #2021-12-192-J-5).

The City of Troy is seeking to engage the appraisal services of *Kurschat & Company*, and *RS Thomas and Associates, Inc./Harold Blake Co.* for a period of three (3) years with a two-year option to extend the agreement. Both companies are experienced appraisal firms. More importantly they have performed complex appraisal assignments, have prepared valuation reports adhering to requirements in federally funded projects, and proved to be experienced expert witnesses in eminent domain proceedings.

Kurschat & Company (Kurschat) is a Troy real estate appraisal and consulting company. Their competence in commercial appraisals is extensive. City staff has used the services of *Kurschat* for single valuation assignments and are satisfied with their product. *Kurschat* has provided appraisal services for various local public agencies, county road commissions, MDOT, legal firms and financial institutions. *Kurschat* is versed and knowledgeable in the rules and regulations that govern federally funded projects. Mr. Kurschat has testified in numerous condemnation cases.

RS Thomas and Associates, Inc./Harold Blake Co. (RS Thomas) has provided appraisal services for a number of projects in the City of Troy, both residential and commercial. Staff has engaged them to determine value for individual assignments and for a number of remnant parcels the City has sold. *RS Thomas* has worked on federally funded projects in the City, including Big Beaver/Dequindre to Rochester Road, and John R Improvement/Long Lake to Square Lake and John R Improvement/Square Lake to South Boulevard. Several public agencies, county road commissions, MDOT, legal firms and financial institutions have utilized their services. They have also testified in condemnation cases.



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Whenever private property is taken for a public purpose, the Constitution commands that the owner shall be paid just compensation. Just compensation is the amount of money which will put the owner whose property has been taken in as good a position as the owner would have been in had the taking not occurred.

Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 states that before the initiation of negotiations, the real property shall be appraised (§24.102(c)(1)), and the Agency (City of Troy) shall establish an amount which it believes is just compensation for the real property (§24.102(d)).

Just compensation, market value, special purpose property, highest and best use and other factors affecting the determination of value and valuations have been addressed by the courts in the State of Michigan. Additionally, Michigan Law provides specific direction in providing compensation in condemnation cases in the Uniform Condemnation Procedures Act of 1980. It provides direction for determining Fair Market Value in MCL 213.70.

In their appraisal reports, an appraiser must address, if applicable, non-compensable items, hazardous waste or property contamination, fixtures, floodplains/wetlands, ADA compliance, extraordinary assumption and hypothetical conditions, and estimated marketing time. Appraisers must be versed in and adhere to Uniform Standards of Professional Appraisal Practice (USPAP), and Part 24 – Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Additionally, before a good faith offer is made, a qualified review appraiser shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a)(3), appraisal requirements found in 49 CFR 24.103, and other applicable requirements. The level of any review analysis depends on the complexity of the appraisal problem.

The pool of appraisers in the State of Michigan versed in all laws, regulations and certifications in preparing valuation reports and reviews for federally funded projects is small. An even greater asset of an established appraiser is their ability to testify in court in the event eminent domain proceedings are initiated. Witness testimony is crucial in condemnation cases. Appraisers from these two firms are experienced witnesses and subject matter experts.

Purchasing

- *Kurschat & Company*, and *RS Thomas and Associates, Inc./Harold Blake Co.* have provided the City with appraisal services for many years and have an established professional relationship with staff.
- The City will benefit from using the services of *Kurschat* and *RS Thomas* because of their extensive knowledge of federally funded projects, appraisal requirements, specific appraisal hypotheticals, and their expertise in the condemnation process.
- Professional fees are reasonable and on par for appraisal services.



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- It is in the best interest of the City to waive the bid process and to utilize the services of *Kurschat* and *RS Thomas* for appraisal and appraisal review services for the Rochester Road, Barclay to Trinway project as detailed in the attached agreements and proposed rate schedules.

Financial

The Rochester Road, Barclay to Trinway, Project Number 2022CG0002, is a federally funded major road improvement project. 80% of appraisal fees will be reimbursed to Troy from these federal funds. Expenditures will be charged to Account number 401.447.479.7989.022065.

Recommendation

City Administration, in the best interest of the City, recommends waiving the formal bidding procedure and approving the agreements with *Kurschat & Company of Troy, MI* and *RS Thomas and Associates, Inc./Harold Blake Co. of Livonia, MI* for appraisal and appraisal review services for the Rochester Road – Barclay to Trinway Project Number 2022CG0002 as per the proposed rate schedules. The agreements are for a period of three (3) years with an option to extend another two years.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

AGREEMENT FOR APPRAISAL AND APPRAISAL REVIEW SERVICES

This agreement is made this _____ day of July, 2022, by and between the City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084, hereinafter called the "City" and Kurschat & Company, 2075 West Big Beaver, Suite 222, Troy, MI 48084, hereinafter called the "Contractor."

NOW, THEREFORE, the Contractor and the City for the consideration hereinafter named, agree as follows:

SECTION 1 – SERVICES/COMPENSATION

The Contractor agrees to provide appraisal related services and activities necessary for the construction of the Rochester Road, Barclay to Trinway Project #2022CG0002, a federally funded major road project. Services include preparation of appraisal reports, appraisal reviews and when necessary assisting in condemnation cases and related services in accordance with State and Federal laws. This contract will be administered by the City Engineer and/or person designated by the City Engineer.

The City, in consideration of the performance of this agreement, agrees to pay Contractor fees as outline in the attached proposal which shall become part of this agreement. This rate shall remain firm for the 2022 calendar year. For services commencing in 2023 and thereafter, the Contractor will have the option of increasing their rate using the State of Michigan, Treasury multiplier, not to exceed 5%.

This contract shall continue in effect from the date of execution for three (3) years with a one (1) two-year option to extend the contract if mutually agreeable to by the parties.

SECTION 2 – CONSULTANT SERVICES

The Contractor will not be reimbursed for vehicle mileage, license fees, training, business cell phone, home office use or supplies. The Contractor agrees that in performance of the duties as outlined above, the Contractor will be bound by the code of ethics applicable to its industry. The Contractor will complete all work required and referenced in the contract expeditiously and on time, as mutually agreed by the City and Contractor.

Any requested revisions to Contractor's submitted work that are due to Contractor's error or oversight shall be submitted to the City within ten (10) days from receipt of City's request for revision. If a revision to the Contractor's submitted work becomes necessary because of revised plans or additional requirements of the City, revisions shall be completed in a time that is mutually agreeable to the City and the Contractor.

SECTION 3 – CITY COOPERATION

The City shall cooperate with the Contractor to timely furnish legally releasable documentation within the possession of the City that is relevant to the nature of the Contractor's work assignments. The City shall provide reasonable access to services providing real estate information available to the City.

SECTION 4 – COMPENSATION

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the City shall pay the Contractor for services pursuant to this Contract within a period of thirty (30) days after receipt from the Contractor of an itemized invoice describing services performed.

SECTION 5 – COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Contractor agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, all applicable federal, state and local laws and applicable regulations.

All provisions stated in 23 CFR 172.9(c) Contract Provisions are hereby incorporated by reference.

In addition, the Contractor shall be licensed and/or certified and professionally designated by the State of Michigan for the contracted work and such licenses and/or certification shall be maintained during the term of this agreement.

SECTION 6 – INDEPENDENT CONTRACTOR

The Contractor shall perform duties as an independent contractor and in an independent manner without supervision and control by the City. The Contractor shall not be deemed to be an employee of the City for the purposes of payroll deductions, withholding tax, social security, worker's compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Contractor shall supply and operate their own vehicle, cell phone, office equipment and office. However, Contractor may use an on-site office provided by the City when it is in the City's best interest to do so.

SECTION 7 – OWNERSHIP OF DOCUMENTS

The City shall be the sole and exclusive owner of all data, materials and documentation originated and prepared for the City pursuant to this Agreement. The Contractor may use the materials prepared for the City as promotion and marketing pieces in pursuit of work for others, provided prior written approval is obtained from the City.

SECTION 8 - INSURANCE

The Contractor shall not commence work until the certificate of insurance required under this paragraph has been delivered to the City. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year. Certificates shall be in a format acceptable to the City.

1. Workers' Compensation Insurance: During the life of this contract, if employing or utilizing any employees, the Contractor shall procure and maintain Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability.
3. Motor Vehicle Liability. During the life of this contract, the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Additional Insured. If applicable, the above referenced Commercial General Liability and Motor Vehicle Liability Insurance shall include the following

endorsement, naming as an Additional Insured: 'The City of Troy, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employers and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."

6. Cancellation Notice. The above-mentioned Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Troy, Attn. Risk Manager, Purchasing Department, 500 West Big Beaver Road, Troy, Michigan 48084."
7. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Troy at least ten (10) days prior to the expiration date of the insurance. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

SECTION 9 – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

SECTION 10 – SUBCONTRACTORS

The contract work may not be sublet without the written consent of the City of Troy. Any subcontractor, so approved, shall be bound by the terms and conditions of this agreement. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Troy for such acts or omissions.

SECTION 11 - ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS

The Contractor shall not assign this agreement or any part thereof without the written consent of the City. The City reserves the right to enter into other agreements in connection with this work, even if of like character, for work under an agreement. The Contractor shall coordinate work as required by the City. If any part of the Contractor's work depends on the proper execution of work by any other contractor, the Contractor shall inspect and promptly report to the City any defects in the other contractor's work that renders it unsuitable for the Contractor's proper execution. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work.

SECTION 12 - NON-DISCRIMINATION

The Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this agreement to be canceled or terminated by the City.

SECTION 13 - TERMINATION OF AGREEMENT

This agreement can be terminated, without penalty, upon 30 days written notice when mutually agreeable to the Parties. If terminated, the Contractor shall be paid for any work completed prior to the termination date.

SECTION 14 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Contractor and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

With their signatures below, the City and the Contractor warrant that they are authorized and empowered to enter into this agreement, which shall be binding on themselves, and their respective principals, agents, assignees and successors.

CITY OF TROY

By: _____
Ethan D. Baker, Mayor

Kurschat & Company

By:  _____
Michael F. Kurschat, President

By: _____
M. Aileen Dickson, City Clerk

Kurschat & Company

REAL ESTATE APPRAISERS AND CONSULTANTS

2075 W. Big Beaver, Suite 222 • Troy, MI 48084 • Phone: (248) 816-9166 • www.kurschatco.com

June 21, 2022

Larysa Figol, SR/WA, Sr. Right-of-Way Representative
City of Troy
500 W Big Beaver Rd.
Troy, MI 48084

RE: Appraisal Fee Quote
Rochester Road, Barclay to Trinway, Project #2022CB0002

Ms. Figol,

Thank you for the opportunity to bid on this assignment. I propose the following fee structure for eminent domain appraisals and reviews in conjunction with the above project. The following is the fee structure I propose for the subject:

	Appraisal Report fee	Appraisal Review Fee
Value of the Part Taken	\$2,100	\$700
Total Take	\$3,000 *	\$700
Before & After	\$3,500 **	\$1,000
Expert Witness Testimony	\$250/hr	\$250

I don't typically distinguish between commercial and residential properties. Rather, the price can vary depending on the complexity of the assignment and the number of similar properties to be appraised.

*Total take appraisals can be very simple if they're vacant land, and I have all the same comparable sales from other properties in the assignment. In that case, the total take will be the same price of the Part Taken (typically \$2,100). If I don't already have the land comps for it, then the fee will be \$3,000 as shown above. However, if it's a residence (total take), it will require its own unique set of comps, and may require a land value, so the fee will be \$3,000.

If it's a total take commercial improved property, it may require an income approach or cost approach to value. In those cases, the fee can be higher, depending on the type of property.

****Before/After appraisals are just like a "total take," (done twice) but will require the work of arriving at and/or explaining damages (or lack of damages). The fee can vary, depending on the complexity of the property and complexity of damages (if any). A standard fee for a typical before/after is \$3,500.**

I'm quoting the project above with "mixed bag" pricing, assuming at least 15 parcels, with many similar properties that share the same set of comparable sales. However, I can also price the assignment based on the price for each unique set of comps. Usually the "mixed bag" approach is simpler, and often preferred.

The charge is "per parcel," rather than "per appraisal." In certain instances when 2 or more parcels have common ownership, they should be appraised together. The ownership issue can be tangled, and there is some work in determining and explaining whether parcels with the same owner should be appraised together or not. So the price "per parcel" makes more sense.

If you should require any additional information, please let me know. Payment is due within 30 days of delivery of the appraisals. Of course, the assignment assumes that I am to provide my unbiased and professional opinion of value, and my fee is in no way contingent upon the value concluded. Appraisals are intended to meet Uniform Standards of Professional Appraisal Practice, as well as MDOT's requirements for eminent domain appraisals.

If you would like me to proceed based on the above pricing, just notify me, and send me the list of properties to begin with. I'll also need the drawings for each parcel, construction project plans, and any title work you've obtained. I'll send out the required "invitation letters" to property owners upon your approval.

Respectfully,



Michael F. Kurschat, MAI, ASA, M.S.F.
President, Kurschat & Company
Real Estate Appraisers and Consultants
www.kurschatco.com
2075 W Big Beaver, Ste 222
Troy, MI 48084
Phone: 248-816-9166

APPRAISER'S QUALIFICATIONS

MICHAEL F. KURSCHAT, MAI, ASA, MSF

PROFESSIONAL ORGANIZATIONS:

Appraisal Institute: MAI Designation

American Society of Appraisers: Designated Senior Member
Real Property - Urban Specialty

Past President, Detroit Chapter, 1996-1997.

The Appraisal Institute and the American Society of Appraisers have mandatory recertification programs for all senior members. I am in compliance with the requirements of their programs.

ACADEMIC:

Master of Science in Finance, 1990, Walsh College, Troy, Michigan.

Bachelor of Business Administration, 1986, Walsh College, Troy, Michigan.

TECHNICAL COURSES:

Standards of Professional Practice "B". January, 1994.

Standards of Professional Practice "A". July, 1993.

Report Writing and Valuation Analysis. July, 1991.

Case Studies in Real Estate Valuation. July, 1991.

Capitalization Theory and Techniques "B". May, 1991.

Capitalization Theory and Techniques "A". June, 1990.

Standards of Professional Practice. April, 1988.

Appraisal Principles (Exam Only). January, 1988.

Introduction to Appraising Real Property. December, 1987.

Estate and Gift Tax (Walsh College)

Advanced Investments (Walsh College)

Business Research and Communications (Walsh College)

Instructed: Gas Station Appraisals, ASA International Appraisal Conference in Houston, TX, June, 1997.

Instructed: "Exam Preparation: Workshop for Residential and Commercial Certification" - September 21-22, 1991.

LICENSE:

State of Michigan - State Certified Real Estate Appraiser -
Permanent I.D. #1205000673

APPRAISAL EXPERIENCE:

President of Kurschat & Company since May, 1994. Employed by Robert R. Butcher, ASA, from June, 1987 through April, 1994. Appraisal experience includes proposed and existing apartment complexes, condominium complexes, shopping malls, office buildings, industrial buildings, engineering buildings, single family residences, industrial processing plants, vacant land, proposed subdivisions, mobile home parks, island residence, auto wash facilities, automobile service stations, summer resort, etc.

GRETCHEN WHITMER GOVERNOR	STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF PROFESSIONAL LICENSING		P831079
MICHAEL FREDERICK KURSCHAT		CERTIFIED GENERAL APPRAISER LICENSE	
LICENSE NO. 1205000673	EXPIRATION DATE 07/31/2023	AUDIT NO 3473624	THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN

AGREEMENT FOR APPRAISAL AND APPRAISAL REVIEW SERVICES

This agreement is made this _____ day of July, 2022, by and between the City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084, hereinafter called the "City" and R.S. Thomas & Associates Inc./Harold Blake Co., 3350 Five Mile, Livonia, MI 48154, hereinafter called the "Contractor."

NOW, THEREFORE, the Contractor and the City for the consideration hereinafter named, agree as follows:

SECTION 1 – SERVICES/COMPENSATION

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The City, in consideration of the performance of this agreement, agrees to pay Contractor fees as outline in the attached proposal which shall become part of this agreement. This rate shall remain firm for the 2022 calendar year. For services commencing in 2023 and thereafter, the Contractor will have the option of increasing their rate using the State of Michigan, Treasury multiplier, not to exceed 5%.

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Any requested revisions to Contractor's submitted work that are due to Contractor's error or oversight shall be submitted to the City within ten (10) days from receipt of City's request for revision. If a revision to the Contractor's submitted work becomes necessary because of revised plans or additional requirements of the City, revisions shall be completed in a time that is mutually agreeable to the City and the Contractor.

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SECTION 4 – COMPENSATION

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the City shall pay the Contractor for services pursuant to this Contract within a period of thirty (30) days after receipt from the Contractor of an itemized invoice describing services performed.

SECTION 5 – COMPLIANCE WITH ALL LAWS AND REGULATIONS

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All provisions stated in 23 CFR 172.9(c) Contract Provisions are hereby incorporated by reference.

In addition, the Contractor shall be licensed and/or certified and professionally designated by the State of Michigan for the contracted work and such licenses and/or certification shall be maintained during the term of this agreement.

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SECTION 8 - INSURANCE

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A new certificate of insurance shall be provided to the City each year. Certificates shall be in a format acceptable to the City.

1. Workers' Compensation Insurance: During the life of this contract, if employing or utilizing any employees, the Contractor shall procure and maintain Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable. Coverage should include terrorist liability.
3. Motor Vehicle Liability. During the life of this contract, the Contractor shall procure and maintain Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. During the life of this contract, the Contractor shall procure and maintain Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Additional Insured. The above referenced Commercial General Liability and Motor Vehicle Liability Insurance shall include the following endorsement,

naming as an Additional Insured: 'The City of Troy, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employers and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.'

6. Cancellation Notice. The above-mentioned Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Troy, Attn. Risk Manager, Purchasing Department, 500 West Big Beaver Road, Troy, Michigan 48084."
7. If any of the above coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and/or policies to the City of Troy at least ten (10) days prior to the expiration date of the insurance. Failure to comply with the insurance requirements contained in this agreement shall constitute a material violation and breach of the agreement and may result in termination of the agreement.

SECTION 9 – INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

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SECTION 11 -ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS

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SECTION 12 - NON-DISCRIMINATION

The Contractor agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this agreement to be canceled or terminated by the City.

SECTION 13 - TERMINATION OF AGREEMENT

This agreement can be terminated, without penalty, upon 30 days written notice when mutually agreeable to the Parties. If terminated, the Contractor shall be paid for any work completed prior to the termination date.

SECTION 14 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Contractor and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.


With their signatures below, the City and the Contractor warrant that they are authorized and empowered to enter into this agreement, which shall be binding on themselves, and their respective principals, agents, assignees and successors.

CITY OF TROY

By: _____
Ethan D. Baker, Mayor

By: _____
M. Aileen Dickson, City Clerk

R.S. Thomas & Associates, Inc./
Harold Blake Co.

By:  June 30, 2022
Norman G. Thomas, President

April 22, 2022

Larysa Figol, SR/WA
Sr. Right-of-Way Representative
City of Troy
500 West Big Beaver
Troy, MI 48084
Email: FigolL@troymi.gov

Re: Proposal for Appraisal Reviews
Rochester Road- Barclay to Trinway
Project # 02.206.5

Dear Ms. Figol,

Thank you for the opportunity to submit a proposal regarding the needed appraisals and/or appraisal reviews for the captioned project. We understand the project is located along Rochester Road in the City of Troy, Oakland County Michigan. The appraisal reports will reference the three approaches to value and utilize the most appropriate approaches. The appraisal or review report(s) will follow the necessary USPAP & MDOT guidelines and regulations in completing and writing reports for eminent domain. The following fees provide Value of the Part Taken and Before & After report formats for appraisals and reviews. The parcels consist of multiple types with varied zoning, size and use. We believe it efficient to separate the residential and commercial properties for this estimated fee proposal. Due to the diverse nature of the commercial properties represented by office, retail and gas stations, a range is given with increases that may become necessary. However, we try to remain as economical as possible and may reduce fees based on the volume of parcels provided.

RESIDENTIAL		
Appraisal Type	Appraisal Report Fees	Appraisal Review Fee
Value of the Part Taken or Total Take	\$2450	\$1,200
Before & After	\$3850	\$1,800

COMMERCIAL		
Appraisal Type	Appraisal Report Fees	Appraisal Review Fee
Value of the Part Taken or Total Take	\$2950+	\$1,200
Before & After	\$4950 - \$7800+	\$1,800

During the appraisal process it may become evident parcels can be combined. If possible, the fees will be adjusted accordingly. There may be parcels that began as a value of the part taken yet may require a before and after format, as a result of the appraisal process findings. We make every attempt to complete the reports as economically as possible yet maintain a thorough scope of work. This also relies upon information received by the client in a timely manner. Preliminary information assisting in the completion of this assignment includes surveys, plans, title work and ownership/contact information. Surveys need to identify the proposed acquisition areas with dimensions and legal descriptions and the size, dimensions, and legal description of the parent parcels.

All additional and/or subsequent services, after completing this assignment, including meetings, depositions, testimony and/or additional research, if required, will be invoiced at an hourly rate. The current rate is \$265.00 per hour. These services are in addition to the established fee and available at your request, if necessary.

Compensation per full day in court (half day minimum)	\$2,120.00
Compensation per hour (court preparation, depositions, updating etc.)	\$ 265.00

Work will commence with your written authorization to proceed and receipt of required exhibits/surveys with a completion time of 60 days. The project will be invoiced at the completion of the appraisal reports. The final balance is required upon receipt of the invoice. The assignments will be completed according to the

directions provided by the client. A copy of the report(s) will be provided electronically. Additional printed copies can be provided at the cost of \$50 per copy. The fees and items represented in this proposal are valid for 30 days.

Feel free to contact me directly with any questions that may arise.

Respectfully,

R.S. Thomas & Associates, Inc./*Harold Blake Co.*

A handwritten signature in blue ink, appearing to read 'Norman G. Thomas', with a large circular flourish at the end.

Norman G. Thomas, ASA, SR/WA
President

QUALIFICATIONS
of
NORMAN G. THOMAS, ASA, SR/WA

GENERAL INFORMATION

Mr. Thomas is a native and lifelong resident of Metropolitan Detroit, Michigan having graduated from Detroit Catholic Central High School in 1980. He graduated in 1983 from Albion College with a Bachelor of Arts. He has been employed as a real estate appraiser with R. S. Thomas & Associates, Inc. of Livonia, Michigan since August 1986.

Mr. Thomas is President and chief appraiser of R. S. Thomas & Associates, Inc., and chief appraiser and owner of Harold Blake Co. He holds an Associate Real Estate Broker License in Michigan and is a Certified General Real Estate Appraiser as required by the Department of Licensing and Regulatory Affairs (LARA), Lansing, Michigan, for appraising non-residential properties. He holds the Accredited Senior Appraiser (ASA) designation for Real Property with the **American Society of Appraisers** and has successfully completed the mandatory education requirements for the five-year recertification program. He has also been awarded the **SR/WA** Designation with the **International Right of Way Association**.

Mr. Thomas is past president (2001-2002) of the Detroit Chapter of the American Society of Appraisers (ASA) and is past president (2009-10) of the Michigan Chapter of the International Right of Way Association (IRWA). He previously represented the seven states of Region 5 as Valuation Chair and this Region for the International Nominations and Elections Committee (INEC). He was a Board Member of **MiCREA**, the Michigan Council of Real Estate Appraisers, representing more than 2800 members since 2009-2013. July, 2009, Mr. Thomas was appointed by the Governor of the State of Michigan to serve a four year term on the **Board of Real Estate Appraisers** under the Department of Licensing and Regulatory Affairs (LARA) and was reappointed for the term ending June 2017.

FORMAL EDUCATION

- ◆ Detroit Catholic Central High School, Redford Township, Michigan
- ◆ Albion College, Albion, Michigan
 - Bachelor of Arts Degree - Biology Major with course work in accounting, economics, and statistics.
- ◆ Mercy College, Detroit, Michigan
- ◆ Schoolcraft College, Livonia, Michigan

LICENSES AND PROFESSIONAL AFFILIATIONS

- ◆ Michigan Certified General Real Estate Appraiser - Permanent I.D. #1205001223
- ◆ Michigan Real Estate Associate Broker License - Permanent I.D. #6502134603
- ◆ American Society of Appraisers - Designated (ASA) - Accredited Senior Appraiser
 - ◆ 2001-2002 President / Detroit Chapter #13
 - ◆ 2000-2001 1st Vice-President / Detroit Chapter #13
 - ◆ 1999-2000 2nd Vice-President & Treasurer / Detroit Chapter #13
 - ◆ 1998-1999 Secretary / Detroit Chapter #13
 - ◆ 1997-1998 Membership Chairman / Detroit Chapter #13

33580 FIVE MILE ROAD, LIVONIA, MI 48154

- ◆ International Right of Way Association Chapter #7 - Designated SR/WA
 - ◆2004 Assistant Secretary /Treasurer
 - ◆2005 Treasurer
 - ◆2006 Treasurer
 - ◆2007 Vice President
 - ◆2008 President Elect
 - ◆2009-10 President

REAL ESTATE EDUCATION

Appraisal Institute:

- | | |
|-----------------|--|
| ✓ Course 1A-1 | Principles of Real Estate Appraisal |
| ✓ Course 1A-2 | Basic Valuation Procedures |
| ✓ Course 1B-A | Capitalization Theory and Techniques Part One |
| ✓ Course 1B-B | Capitalization Theory and Techniques Part Two |
| ✓ Course SPP | Standards of Professional Practice |
| ✓ Course 2-1 | Case Studies in Real Estate Valuation |
| ✓ Course 264 | Eminent Domain & Condemnation Appraising |
| ✓ Course REA507 | Perspectives of Problems in Michigan Appraisal Law |
| ✓ | FHA and New Residential Appraisal Forms |
| ✓ | Quality Assurance in Residential Appraisals |

International Right of Way Association:

- | | |
|--------------------|---|
| ✓ Course 101 | Negotiations/Engineering |
| ✓ Course 103 | Ethics and the Right of Way Profession |
| ✓ Course 202 | Interpersonal Relations in Real Estate |
| ✓ Course 205 | Bargaining Negotiations |
| ✓ Course 402 | Intro to the Income Capitalization Approach |
| ✓ Course 403 | Easement Valuation |
| ✓ Course 407 | Valuation of Contaminated Properties |
| ✓ Course 410 | Reviewing Appraisals in Eminent Domain |
| ✓ Course 505 | Advanced Residential Relocation |
| ✓ Course 801 | United States Land Titles |
| ✓ Course 803 | Eminent Domain Law |
| ✓ Course 900 | Principles of Real Estate Engineering |
| ✓ Course 901 | Engineering Plan Development & Application |
| ✓ Course 902 | Property Descriptions |
| ✓ Course #L0170900 | Michigan Law Update |

Oakland County Association of Assessing Officers

- Appraising for Lending Institutions
- Foreclosures, Short Sales, Concessions and the HVCC: What Every Assessor Needs to Know

Educational Seminars of Various Professional Organizations

APPRAISAL EXPERIENCE:

Mr. Thomas' appraisals and consultations have addressed valuation questions regarding total and partial condemnations initiated by numerous government authorities possessing the power of eminent domain including the Michigan Department of Transportation, various Road Commissions and municipalities, airports and utilities.

Mr. Thomas has appraised residential, commercial, industrial, and vacant property in various parts of the State of Michigan and predominantly in the seven county metropolitan Detroit area.

He has appraised and consulted for mortgage, estate, insurance, consulting, sale, and litigation purposes. Litigation appraisals include, but are not limited to tax appeals, partnership disputes, divorce, estates, adverse effects, and eminent domain.

REPRESENTATIVE LIST OF CLIENTS

PUBLIC ACQUISITION/DISBURSEMENT:

-- City of Ann Arbor - Washtenaw County, MI
-- City of Farmington - Oakland County, MI
-- City of Farmington Hills - Oakland County, MI
-- City of Garden City - Wayne County, MI
-- City of Grand Rapids – Kent County, MI
-- City of Inkster - Wayne County, MI
-- City of Livonia - Wayne County, MI
-- City of Madison Heights - Oakland County, MI
-- City of Novi - Oakland County, MI
-- City of Rochester Hills - Oakland County, MI
-- City of South Haven—Van Buren County, MI
-- City of Taylor - Wayne County, MI
-- City of Troy – Oakland County
-- City of Walled Lake - Maple Road Extension
Project, Oakland County, MI
-- City of Wixom - Wixom Road Relocation Project
-- City of Wolverine Lake - Oakland County, MI
-- City of Wyoming - Kent County, MI
-- Detroit Water and Sewer Department
-- Georgetown Township - Ottawa County, MI
-- Macomb County Department of Roads
-- Michigan Department of Transportation (MDOT)
-- Oshtemo Township – Kalamazoo County, MI
-- Plymouth Twp - Mettetal Airport Expansion Project
-- Washtenaw County Department of Roads
-- Wayne County Airport Authority
-- Wayne County Public Services - Wayne County, MI
-- Western Townships Utilities Authority –
Plymouth, MI

FINANCIAL INSTITUTIONS

-- Colonial Mortgage Corporation
-- Commercial Alliance
-- Community Choice Credit Union
-- Community Financial Credit Union
-- Flagstar
-- Member First Mortgage
-- Metropolitan Mortgage & Securities Company, Inc.
-- Michigan Columbus Federal Credit Union
-- Michigan First Credit Union
-- Catholic Vantage Credit Union
-- PAC Credit Union
-- Service Corp Mortgage
-- Telcom Credit Union
-- Talmer Bank & Trust/Chemical/ TCF Bank

OTHER CORPORATIONS & CLIENTS

-- ATC Group Services, LLC
-- Arrow Trucks & Parts Company
-- Commonwealth Relocation Services, Inc.
-- Commonwealth Associates, Inc.
-- Corporate Transfer Services, Inc.
-- Detroit Catholic Pastoral Alliance
-- Executive Relocation Corporation
-- GMAC Relocation Services
-- Internal Revenue Service
-- JCK & Associates, Inc.
-- JR Group
-- Land Matters, LLC
-- M & B Development
-- Mead & Hunt
-- Southgate Community Schools
-- Southwest Brake
-- Ziebart International Corporation

LEGAL FIRMS

-- Ackerman, Ackerman & Dynkowski, P.C.
-- Andrew L. Bemish
-- Berry, Reynolds & Rogowski, P.C.
-- Butzel Long
-- Carter & Gebauer
-- Couzens, Lansky, Fealk, Ellis, Roeder & Lazar
-- Cummings, McClorey, Davis & Acho
-- Hickey, Cianciolo, Fishman & Finn, P.C.
-- Garratt & Bachand, P.C.
-- Holzman & Corkery PLLC
-- Howard & Howard
-- Kenneth M. Davies
-- Levasseur, Dyer and Associates, P.C.
-- Lowe & Lewandowski, P.C.
-- Meyer, Kirk, Snyder & Lynch, PLLC
-- Paul J. Schwab
-- Secrest, Wardle, Lynch, Hampton, Truex & Morley
-- Susan E. Cohen
-- UAW-Chrysler Legal Services Plan

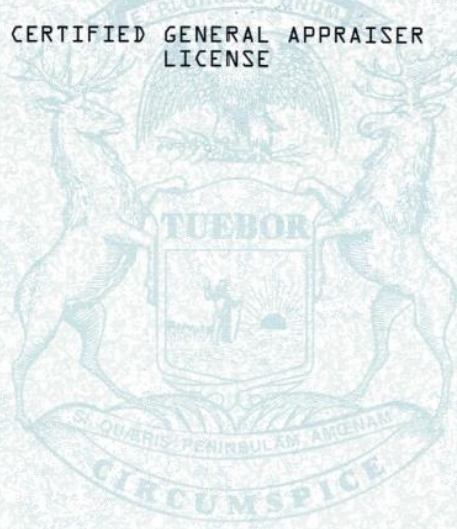
GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

P831089

CERTIFIED GENERAL APPRAISER
LICENSE

NORMAN G THOMAS



LICENSE NO.
1205001223

EXPIRATION DATE
07/31/2023

AUDIT NO
3473574

THIS DOCUMENT IS DULY ISSUED
UNDER THE LAWS OF THE STATE
OF MICHIGAN

Qualifications
of
ANDREW BOETTCHER

PROFESSIONAL EMPLOYMENT

R.S. THOMAS & ASSOCIATES, INC./HAROLD BLAKE CO.

Livonia, MI

Certified General Real Estate Appraiser #12050003946

Andrew Boettcher holds a Certified General Real Estate Appraisal License with the State of Michigan. Formal education includes a Bachelor of Science in Business degree from the University of Detroit and an MBA from the University of Detroit Mercy. Andrew has performed thousands of residential appraisals throughout the State of Michigan, predominantly in the seven-county metropolitan Detroit area. Real estate appraisals have been performed on both vacant and improved property for lending, insurance settlement, taxation, general consulting and litigation purposes. Litigation appraisals include, but are not limited to tax appeal, divorce, estate settlement and eminent domain. Appraisals and consultation services have addressed valuation questions regarding total and partial acquisition initiated by numerous government authorities possessing the power of eminent domain. These authorities include the Michigan Department of Transportation; Oakland County Road Commission; Road Commission of Macomb County and the City of Troy. Andrew has expert witness testimonial experience in Michigan courts including the Michigan Tax Tribunal. Approved fee appraiser for the Michigan Department of Transportation.

*Member International Right of Way Association #7885300

THE CIT GROUP

Novi, MI

Mortgage Underwriter

Review, analyze and make final decisions on non-conforming, wholesale mortgage loans. Responsible for the management of regional mortgage broker lending accounts. Evaluating applicant loan profiles including current credit placement, employment stability, qualifying ratios and appraisal analysis.

CONSECO FINANCE CORPORATION

Livonia, MI

Underwriter/ Appraisal Auditor

Review and evaluation of all appraisal application packages submit for Great Lakes regional approval. Monthly appraisal evaluation and quality control of appraisers currently on approved list of appraisers. Audit procedures include use of random report evaluation and national valuation services. Appraisal audit and evaluation results affecting appraisers active or non-active status with Consecro corporate office.

SUNRISE APPRAISAL SERVICES

Livonia, MI

Real Estate Appraiser, Licensed

The valuation of real property and analysis for the purpose of establishing present market value. Specific duties include residential property inspection and the compilation of comparable sales data to the subject analysis.

33580 FIVE MILE ROAD, LIVONIA, MI 48154

EDUCATION

Master of Business Administration

The University of Detroit
Detroit, MI
Degree received, May 1994

Bachelor of Science in Management

The University of Detroit
Detroit, MI
Degree received, May 1989
Dean's Honor List

The Appraisal of Partial Acquisitions - International Right of Way
Course 400 Principles of Real Estate - International Right of Way
2004 Fall Seminar – International Right of Way
Michigan Law
Technology and Tools for the Appraiser
Economy of Industrial Properties
Valuation Services vs Appraisal Practice
1031 Exchanges & Cost Segregation Analysis
Changing Climate of Residential Appraisal
Course 900 Principles of Real Estate Engineering – International Right of Way
Basic Income Approach – American Society of Appraisers
Valuation of Specialty Assets, A Professional Perspective
Contemporary Issues of the Michigan Tax Tribunal
International Right of Way Association Michigan Chapter 7 Fall Seminar
Revised Fannie Mae Appraisal Form
Effectively communicating the Appraisal using the Revised Fannie Mae
Disciplinary Actions and Challenges Confronting MI RE Appraisers
Professional Perspective of Problems Inherent in the MI RE Appraisal Laws
FHA and the New Residential Appraisal Forms
Course 206 Bargaining Negotiations – International Right of Way
FHA and New Residential Appraisal Forms
Economic Opportunities and Initiatives in Michigan
Course 901 National USPAP Update – Michigan Institute of Real Estate
Narrative Report Writing – Northern Michigan University
2007 Michigan Law for Appraisers – International Right of Way
Courses 0114 & K1164 Michigan Ch 7 International Right of Way Association
Fall Education Seminar
7-Hour USPAP Update Course – American Society of Appraisers
Preparing Appraisals for Michigan Tax Tribunal Appeals – Appraisal Institute
IRWA Chapter 7 General Membership Education Meeting-Course #1288
IRWA Chapter 7 Fall Education Seminar-Course #L23
Michigan Law Update-Course #L0170900
7-Hour USPAP Update Course – Property Economics Research Institute
IRWA Chapter 7 General Membership Education Meeting-Course # 0173
IRWA Chapter 7 Fall Education Seminar-Course # 1558
Engineering Plan Development & Application-International Right of Way #901

REPRESENTATIVE LIST OF CLIENTS

PUBLIC ACQUISITION:

- City of Farmington– Oakland County
- City of Livonia – Wayne County
- City of Novi – Oakland County
- City of Rochester Hills - Oakland County, Michigan
- City of Troy – Oakland County
- Genoa Township – Livingston County
- Macomb Township –Macomb County
- Macomb County Department of Roads
- Marion, Howell, Oceola and Genoa Sewer and Water Authority (M.H.O.G.)
- Michigan Department of Transportation (MDOT)
- Road Commission for Oakland County
- Washtenaw County Road Commission
- Wayne County Airport Authority

FINANCIAL INSTITUTIONS / APPRAISAL MANAGEMENT COMPANIES

- Accurate Group
- Catholic Vantage Financial Credit Union
- Community Choice Credit Union
- Community Financial Credit Union
- Dart Bank
- First Look Appraisals
- Member First Mortgage
- Michigan Columbus Federal Credit Union
- Synergy Appraisal Services
- TCF/Chemical/Talmer Bank/Huntington Bank

OTHER CORPORATIONS, CLIENTS, AND BUSINESSES

- Consumers Energy
- GMAC Relocation Services
- Executive Relocation Corporation
- JCK & Associates, Inc.
- Prudential/Ford Relocation
- OHM Advisors
- OR Colan
- Valuation Administrators, Ltd.
- DTE
- ITC *Transmission*
- First American Title Insurance Co
- Community Interaction Consulting, Inc./Marathon Petroleum Company LP

LEGAL FIRMS

- Ackerman, Ackerman & Dynkowski, P.C.
- Aloia & Associates, PC
- Carter & Gebauer
- Cohen & Associates
- Cummings, McClorey, Davis & Acho
- Gornbein, Fletcher & Smith, PLLC
- Holzman Corkery
- Mary Beth Leija
- McKenney & McKenney
- Meyer, Kirk, Snyder & Lynch, PLLC
- Rosati, Schultz, Joppich & Amtsbuechler, PC
- Susan E. Cohen
- Paul J. Schwab

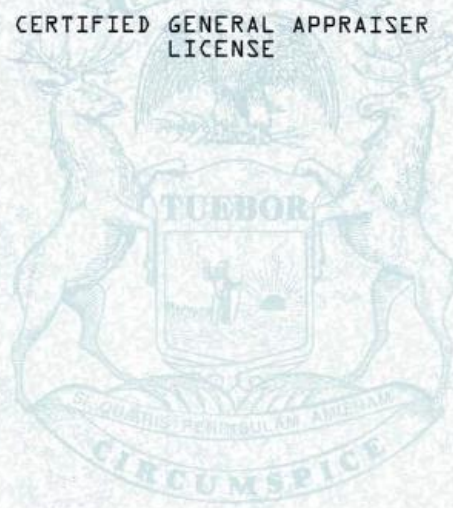
GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

P847720

CERTIFIED GENERAL APPRAISER
LICENSE

ANDREW J BOETTCHER



LICENSE NO.
1205003946

EXPIRATION DATE
07/31/2023

AUDIT NO
3475221

THIS DOCUMENT IS DULY ISSUED
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OF MICHIGAN