LAKE COUNTY
FLORIDA

October 28, 2016

Mr. Paul Roper
Clayton, Roper & Marshall
246 North Westmonte Drive
Altamonte Springs FL 32714

Subject: Contract 16-0627 / Appraisal Services, On Call

Dear Mr. Roper:

The contract between Lake County and your firm in support of the subject contract effort has been awarded by the Lake County Board of County Commissioners. Following is a copy of the executed contract for your records. You will be contacted by the County's designated representative to initiate services under the contract in conjunction with issuance of a purchase order supporting project effort.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9765 or dvillinis@lakecountyfl.gov.

We look forward to working with you and anticipate our mutual success under this contract.

Sincerely,

Donna Villinis, CPPB
Senior Contracting Officer

Copy: Luis Guzman, County Attorney's Office
Patti Harker, Right-of-Way Division
Contract File

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

CLAYTON, ROPER & MARSHALL, INC.

FOR APPRAISAL CONSULTANT SERVICES

RFP # 16-0627

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Clayton, Roper & Marshall Inc., a Florida corporation, its successors and assigns, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #16-0627, for procurement of a consultant to provide on-call appraisal consulting services; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide appraisal services on an on-call, competitive basis in conjunction with the COUNTY's needs as set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference, as well as all addenda thereto, attached hereto and incorporated herein by reference as **Attachment C**. The CONSULTANT acknowledges and agrees that if work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 This Agreement shall be effective for the thirty-six (36) month period immediately following the date of execution of the Agreement by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services, and contingent upon the completion and submittal of all required pre-award documents. Prior to or upon completion of the initial term of this Agreement, the COUNTY reserves the sole right to renew this Agreement for two (2) additional twelve (12) month periods. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and the CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 The CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, the CONSULTANT agrees and acknowledges that in the event the CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate consultant(s).

2.5 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and the CONSULTANT, continue until completion at the same prices, terms and conditions.

2.6 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

Article 3. Payment

3.1 Payment shall be made in accordance with the hourly rates and fees set forth in the CONSULTANT's Pricing, attached hereto and incorporated herein as **Attachment B**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the Task Order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided.

3.2 Invoices shall be submitted in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RSQ number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default and the contract may be terminated.

3.4 Other than the fees and rates set forth in **Attachment B**, attached and incorporated by reference herein, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 The CONSULTANT acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract; and shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Article 4. County Responsibilities

4.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one COUNTY staff member to act as the COUNTY's Project Administrator and/or Spokesperson.

4.2 The COUNTY shall reimburse the CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by the COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance.

A. The CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to the COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT, or by anyone for whose acts the CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. An original certificate of insurance, indicating that the CONSULTANT has coverage in accordance with the requirements of this section, shall be furnished by the CONSULTANT to the COUNTY must be received and accepted by the COUNTY prior to execution of this Agreement and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONSULTANT is in accordance with the following minimum limits:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/$2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000

Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

(iv) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 per claim and annual aggregate of $2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificate(s) of insurance shall identify the RSQ number in the Description of Operations section of the Certificate.

E. With the exception of the professional liability coverage, the certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which

may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or sub-consultant providing such insurance.

I. The CONSULTANT shall be responsible for sub-consultants and their insurance. Sub-consultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

K. Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT's duties set forth in this Agreement.

5.6 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task the CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and/or remain the property of the COUNTY. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to more fully transfer ownership of all Tasks and/or deliverables to the COUNTY, at the COUNTY's expense. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. The CONSULTANT and the COUNTY recognize that the CONSULTANT's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. The COUNTY's alteration of the CONSULTANT's work product or its use by the COUNTY for any other purpose shall be at the COUNTY's sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. The CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY

DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT's sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. The CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that the CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety-Five Thousand dollars ($195,000.00), the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONTRACTOR has executed this certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in the COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, dvillinis@lakecountyfl.gov.

5.18 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. The CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, the CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONSULTANT.

5.19 Liquidated Damages. If the CONSULTANT inexcusably fails to achieve completion by the required date of completion as established in the task order the CONSULTANT shall pay to the COUNTY, as liquidated damages for delay and not as a penalty, an amount calculated at the rate of one percent (1% of the work/purchase order price per calendar day for the first seven (7) days, and then two percent (2%) for each day thereafter for failure to meet the required date of completion.

5.20 Acceptance of Services. The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the contract and will not be responsible to pay for any such service.

5.21 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

5.22 Certificate of Competency/Licensure, Permits, and Fees. The CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply the subcontractor(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT.

5.23 Omission from the Specifications. The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of the CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of the COUNTY. The CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 The CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. The CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Craig H. Clayton, President
246 N. Westmonte Drive
Altamonte Springs, Florida 32714

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Consultant's Pricing
Attachment C	Addenda

Agreement Between Lake County and Clayton, Roper & Marshall, Inc. for On-Call Appraisal Consultant Services; RFP #16-0627

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by CONSULTANT through its duly authorized representative.

CONSULTANT

CLAYTON, ROPER & MARSHALL, INC.

Craig H. Clayton, President
Lic. # RZ118

This 30 day of September, 2016.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Sean M. Parks, Chairman

This 25th day of October, 2016.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

ATTACHMENT A

SCOPE OF SERVICES

SCOPE OF SERVICES

2.1 Professional appraisal services to be provided under resultant contract(s) include, but may not be limited to, the following:

A. General Appraisal Services to include the provision of:
1) Self-Contained Appraisal Reports;
2) Summary Appraisal Reports; or
3) Risk Restricted-Use Appraisal Reports.

B. Appraisals for Condemnation and Right of Way Acquisition to include the provision of:
1) Self-Contained Appraisal Report (USPAP Standards Rule 2-2a); and
2) Summary Appraisal Report (USPAP Standards Rule 2-2b).

Vendor(s) shall:
1) Remain on the Florida Department of Transportation's (FDOT) approved appraiser's list and provide proof thereof.
2) Comply with FDOT Supplemental Standards of Professional Appraiser's Practices, current edition.

C. Appraisals for Acquisitions of Environmental Lands to include the provision of:
1) Self-Contained Appraisal Report (USPAP Standards Rule 2-2a); and
2) Summary Appraisal Report (USPAP Standards Rule 2-2b).

Vendor(s) shall:
1) Remain on the Florida Department of Environmental Protection's approved appraiser's list and provide proof thereof.
2) Comply with the Uniform Appraisal Standard for Board of Trustees, Land Acquisitions, Bureau of Appraisal, Division of State, and Department of Environmental Protection, State of Florida, current edition.

2.2 Deliverables

Vendor(s) shall provide three (3) original appraisal reports and one (1) pdf copy for each parcel to the County upon completion of the work.

2.3 Entrance to Private Property

The County may request that the appraiser contact the property owner, or their designated representative, and offer such property owner the opportunity to accompany the appraiser on their inspection of the property. If the property owner refuses and the appraiser is

unable to arrange for the inspection after a reasonable time and effort, the appraiser shall so note in their report.

2.4 Damage to Private Property

There shall be no entrance to private property for any purpose without obtaining prior permission. All necessary precautions shall be taken to prevent damage to public and private property during the course of the work. Should damage occur, it will be the responsibility of the appraiser to notify the County representative and to restore damaged property to a condition similar or equal to the existing before damage was done. The County shall have the option of correcting the damage and issuing a deductive change order to deduct the amount of the corrective work from the contract balance.

2.5. Requests for Appraisal Search

The County shall request quotes from awarded firms for appraisal searches. Quotes shall include a cost and timeframe to perform the search. The firms shall submit their quote to the requesting department by the requested date. The County will notify the firm if their quote is accepted.

The County reserves the right to negotiate any and all elements of any proposal/quote received and request additional technical information as necessary to complete the evaluation.

ATTACHMENT B

CONSULTANT'S PRICING

Item	Item Description	Unit	Unit Price
1	Principal Appraiser	Hour	$225
2	Senior Staff Appraiser	Hour	$200
3	Staff Appraiser	Hour	$175
4	Associate Appraiser	Hour	$150
5	Research Associate	Hour	$125
6	Qualified Associate	Hour	$100
7	Clerical/Administrative	Hour	$75
8	Expert Witness	Hour	$225
	OTHER:		

ATTACHMENT C

ADDENDUM

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1
August 16, 2016

RFP 16-0627 / Appraisal Services, On Call

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this RFP were due August 15, 2016. The purpose of this addendum is to address questions received.

Question 1: Regarding Section 1.8 Insurance: Will our Errors & Omissions coverage need to be $1,000,000 or $2,000,000? (There were two amounts notated.)

Reference from bid (pg. 5): "Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000."

And then:

"The following additional coverage must be provided for the coverage amount shown:
Errors and Omissions: $1,000,000"

Answer 1: The required coverage amount for Errors and Omissions shall be $1,000,000.

Question 2: Regarding Attachment 1: The dates of service/type of service should be one assignment for each reference?

Answer 2: Yes, information given in the reference form should be per assignment for each reference.

Question 3: Tab F in bid asks for five (5) verifiable projects; the attachment document asks for three (3). Can you confirm if we should provide five or three similar projects?

Answer 3: Please supply five (5) similar projects. The heading of Attachment 4 is changed by way of this Addendum to read, "Similar work by firm/individual relevant to the County's SOW. Submit a minimum of five (5) projects." A revised form is attached to this Addendum for your use and may be reproduced as needed. (There will be no penalty if you used the original form.)

Question 4: Sections 1.3 and 1.15.1 of the RFP indicate that respondents shall be listed on both the FDOT and the FDEP approved appraisers lists. Since the FDOT has not required or maintained a state-wide pre-qualified/approved appraiser list since November 5, 2013, for Work Type 20 – Appraisal Services (see the below link and attachment), please identify which other FDOT lists of approved appraisers, if any, that will need to be provided per this requirement in Sections 1.3 and 1.15.1 of the RFP.

http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.groupxform.scl

Answer 4: Regarding the FDOT list: we have confirmed that there is no overall State-wide DOT appraiser list; however, we've been told that each District (and the Turnpike Enterprise) maintains its own appraisers list. For purposes of this RFP, vendors shall provide proof in the proposal that the firm is currently on an FDOT District "Appraisers Under Contract" list. This can be any District or the Turnpike Enterprise.

Question 5: If an appraiser has elected to not do appraisal work for FDEP and is therefore not on the FDEP's approved appraiser list, is it a requirement for the appraiser to be on the FDEP's approved appraiser list in order to be considered for award of an appraisal services contract for this RFP if the appraiser is otherwise able to satisfy all other requirements to be able to provide Lake County with appraisal services?

Answer 5: Regarding the FDEP list: To do any type of appraisals for any DEP funded purchases, the firm would need to be on the DEP list as well as the DOT list. Lake County's Environmental Lands and Parks and Trails Divisions may use DEP funding from time to time. Therefore, because Lake County could potentially have a DEP funded purchase in the future, this requirement stands ("respondents shall be licensed to provide real estate appraisal services in the state of Florida and be listed on FDOT and FDEP approved appraisers lists. Applicable license copy(s) and proof of listings shall be included in proposal. See Section 1.15.1 for more information.")

Question 6: Section 2.1 of the RFP indicates that the General Appraisal Services to be provided under the resultant contract(s) includes the provision to provide Lake County with Self-Contained Appraisal Reports, Summary Appraisal Reports and Risk Restricted-Use Appraisal Reports. Since Standard 2 of USPAP was revised as of January 1, 2014, to now have only two written report options (Appraisal Report and Restricted Appraisal Report), will the Scope of Services to be provided under the appraisal services contract be updated so that appraisal reports submitted to Lake County will be in compliance with USPAP?

Answer 6: The question is correct –the USPAP appraisal standards have been changed, eliminating the "self-contained appraisal reports" and the "summary appraisal reports". Section 2.1 of the RFP is hereby amended to require "restricted appraisal reports" and "appraisal reports" in accordance with the types of appraisal reports currently recognized by USPAP.

Acknowledgement of receipt of Addendum:

Firm Name: Clayton, Roper & Marshall, Inc. Date: 8/19/16

Signature: _____ Title: Vice President

Typed/Printed Name: Paul M. Roper