

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 10/31/2023

MEETING DATE: 12/5/2023

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent Item

THRU:

ITEM ID: 28418

Jeffrey Earhart, Engineering Manager

BY: Amy Munday, Contracting Officer II

SUBJECT: Appraisal Services On-Call

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 23-548A thru 23-548J for appraisal services to American Acquisition Group, LLC (Tampa, FL); BBG Valuation, Inc. (Dallas, TX); CBRE, Inc. (Dallas, TX); Clayton, Roper & Marshall, Inc. (Altamonte Springs, FL); Colliers International Valuation & Advisory Services, LLC (Centennial, CO); Cushman & Wakefield Reginal, Inc. (Fort Lauderdale, FL); Eminent Valuations, PLLC (Orlando, FL); Pinel & Carpenter, Inc. (Maitland, FL); Property Valuation & Consulting, Inc. (Winter Garden, FL); and The Spivey Group, Inc. (Orlando, FL); and
2. For the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$500,000 (expenditure). Annual expenditures will not exceed available funding in the fiscal year budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Public Works Department, issued Request for Proposal 23-548 for appraisal services on an as-needed basis. This solicitation replaces expiring Contracts 16-0627 and provides for an initial one-year term with two additional two-year terms available.

Proposals were received from ten vendors as shown on the attached price tabulation sheet. Based on the County's needs and in its best interest, staff recommends awarding contracts to all ten vendors: American Acquisition Group, LLC, BBG, Inc., CBRE, Inc. Clayton, Roper & Marshall, Inc., Colliers International Valuation & Advisory Services, a division of Colliers International Holdings (USA), Inc., Cushman & Wakefield, Eminent Valuations, PLLC, Pinel & Carpenter, Inc., Property Valuation & Consulting, Inc., and the Spivey Group, Inc.

Fiscal Impact: \$500,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830310		\$500,000

Advertised Date:

Paper:

Attachments:

1.	23-548 Price Tabulation Sheet
2.	23-548A American Acquisition Group LLC Contract Signed by Vendor
3.	Sunbiz Registration - American Acquisition
4.	23-548B BBG Inc. Contract Signed by Vendor
5.	BBG - Signature Authority and Sunbiz Registration
6.	23-548C CBRE Inc. Contract - Vendor Signed
7.	CBRE Signature Authority and Sunbiz Registration
8.	23-548D Clayton Roper Marshall Contract - Vendor Signed
9.	Clayton Roper Marshall Sunbiz Registration
10.	23-548E Colliers International Contract - Signed by Vendor
11.	Colliers International Sunbiz Registration and Signature Authority
12.	23-548F Cushman Wakefield Contract - Vendor Signed
13.	Cushman and Wakefield Signature Authority Document signed
14.	Cushman and Wakefield Sunbiz registration
15.	23-548G Eminent Valuations Contract - Vendor Signed
16.	2. Sunbiz Eminent Valuations 2023
17.	23-548H Pinel Carpenter Contract SIGNED
18.	Pinel and Carpenter Sunbiz Registration
19.	SIGNED 23-548I Property Valuation Contract Signed by Vendor
20.	Property Valuation Consulting Sunbiz Registration
21.	23-548J The Spivey Group - Vendor Signed
22.	The Spivey Group Sunbiz Registration

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 10/31/2023
Ron Falanga	Approved - 10/31/2023
Kerri Andrews	Approved - 10/31/2023
Miranda Lanoue	Approved - 10/31/2023
Jeffrey Earhart	Approved - 10/31/2023
Sandy Beckett	Approved - 10/31/2023
Fred Schneider	Approved - 10/31/2023
Allison Teslia	New -
Melanie Marsh	
Jennifer Barker	
Misty Spahn	

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
CUSHMAN & WAKEFIELD REGIONAL, INC.,
FOR ON-CALL APPRAISAL SERVICES**

RFP # 23-548F

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Cushman & Wakefield Regional, Inc., a foreign profit corporation, authorized to do business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP) #23-548 seeking firms or individuals to provide on-call appraisal services; and

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

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

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 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Article 2. Purpose.

2.1 The purpose of this Agreement is for the CONSULTANT to provide on-call appraisal services, including, but not limited to, general appraisal services, appraisals for condemnation and right-of-way acquisition, appraisal for environmental lands acquisitions, expert witness services, and other appraisal services, as needed by the COUNTY.

Article 3. Scope of Professional Services.

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide on-call appraisal services on a competitive basis in conjunction with the COUNTY'S needs as set forth in the Scope of Services, listed in **Exhibit A**; attached hereto and incorporated herein by reference, as well as CONSULTANT'S proposed solution and bid submittal, including all addenda thereto, attached hereto and incorporated herein by reference as **Exhibit B**. The CONSULTANT shall be governed by the Pricing Summary set forth in **Exhibit C**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 Term. This Agreement will commence upon the first day of the next calendar month after approval by the COUNTY. The term of the Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

3.3 Request for Quotes / Purchase Orders.

A. Request for Quotes. When needed, the requesting COUNTY office/department shall request all appraisers on contract under RFP #23-548 to provide the office/department with a quote and timeframe to perform services. If the COUNTY finds necessary, the COUNTY may schedule and notify the CONSULTANT of a pre-quote meeting, at which attendance by CONSULTANT is optional, to discuss the specific services needed by the department. Each appraiser, including CONSULTANT, may submit a lump sum quote to the department based on the scope of services requested by the department for the particular project. The office/department reserves the right to negotiate any and all elements of the quote and request any additional information from any and all consultants who submitted a quote.

B. Purchase Order. If CONSULTANT'S quote is accepted by the COUNTY, the COUNTY will notify CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT and will provide the selected appraiser be provided with a Purchase Order that will serve as the written Notice to Proceed.

C. Additional / Follow-Up Services. If the COUNTY department needs or requires additional follow-up services from CONSULTANT, including but not limited to, update(s) to existing appraisals or reports, additional site inspections, litigation support, preparations and appearance as an expert witness in a deposition, trial, or other court proceeding, the COUNTY will provide a written request to CONSULTANT and CONSULTANT shall submit an invoice to the COUNTY pursuant to Article 3 below, based upon the hourly rates set forth in CONSULTANT'S Pricing Summary, attached hereto and incorporated herein as **Exhibit C**.

3.4 The prices set forth in **Exhibit C** shall prevail for the full duration of this Agreement. Any proposed services that are not included in this Agreement shall not exceed what is a reasonable and customary rate for this area. The CONSULTANT shall maintain, for the entirety of this Agreement the same prices, terms, and conditions included within this Agreement. The Agreement remains in effect until completion of the expressed and implied warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.5 Retaining Other Consultants. 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.

3.6 Open Quantity Contract: CONSULTANT agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including but not limited to time for

completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other consultant(s).

3.7 Purchase of Other Items. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

Article 4. Payment.

4.1 If the CONSULTANT is selected to perform services for the COUNTY, the parties agree that payment to the CONSULTANT shall be in accordance with the lump sum price submitted in the quote by the CONSULTANT, as provided in **Section 3.3** above. The quote shall be fully loaded, including all personnel services necessary to complete the work, travel, and other administrative costs. In the event the CONSULTANT is selected to perform services for the COUNTY and is subsequently requested to provide follow-up services, as provided in **Section 3.3, Paragraph C** above, payment to the CONSULTANT shall be made in accordance with the hourly rates and fees set forth in the CONSULTANT'S Pricing Summary, attached hereto and incorporated herein as **Exhibit C**.

4.2 The CONSULTANT hereby agrees that its hourly billing rates, as provided in **Exhibit C**, are fully loaded, including all overhead, travel, and administrative costs. 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, other than what is provided under this Agreement.

4.3 Invoices.

A. The CONSULTANT shall submit invoices to the COUNTY department requesting the services after each individual work assignment has been completed. Payment of all such invoices shall be subject to formal acceptance of the related work by the COUNTY. All invoices shall contain the contract number, purchase order number, reference the corresponding services, dates of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

B. In the event follow-up services are requested by the COUNTY and performed by the CONSULTANT, the CONSULTANT shall provide the COUNTY a detailed, itemized invoice for the services performed with the corresponding hourly rate(s) per this Agreement for each follow-up service.

C. Submittal of invoices shall not exceed thirty (30) calendar days from the delivery of the services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the services.

D. 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.

4.4 The COUNTY shall make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate COUNTY using department. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

4.5 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

Article 5. County Responsibilities

5.1 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 Manager.

5.2 The COUNTY shall reimburse the CONSULTANT, in accordance with the Pricing Summary attached as **Exhibit C** for required services timely submitted and approved and accepted by the COUNTY in accordance with the terms of this Agreement.

5.3 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 6. Consultant's Responsibilities

6.1 The CONSULTANT shall perform the work described in the Scope of Services, attached hereto as **Exhibit A**, and as described in the COUNTY'S Request for Quotes, for the specific work assigned to CONSULTANT under this Agreement.

6.2 The CONSULTANT shall assign the project personnel proposed in its submittal to the COUNTY'S RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall coordinate and lead all meetings necessary to accomplish the Scope of Services, including preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.4 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

6.5 The CONSULTANT shall provide any requested progress or status reports necessary for grant administration.

Article 7. Special Terms and Conditions

7.1 Qualifications. CONSULTANT shall be responsible for ensuring that all firms or individuals working under this Agreement have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this Agreement, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with COUNTY ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY's intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT's breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT's failure to cure the breach within that ten (10) day time period. If any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

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 contract will be terminated immediately upon written notice by the COUNTY to the CONSULTANT and the CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services/tasks provided under this Agreement.

7.3 Subcontracting. This Agreement shall not be subcontracted except with the written consent of the County's Office of Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subconsultant. No subcontract 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. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

7.4 Indemnity. The CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserve the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set for in Section 768.28, Florida Statutes.

7.5 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. Additionally, 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.

7.6 Ownership of Deliverables. 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 remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 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.

7.8 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONSULTANT, the CONSULTANT must prepare and submit change order requests for the COUNTY's approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONSULTANT must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONSULTANT are unable to agree on the change order for a requested change, the CONSULTANT shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONSULTANT disagrees with the COUNTY's adjustment determination, the CONSULTANT must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONSULTANT might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONSULTANT is best suited to complete the work, CONSULTANT may complete the work under a time-and-materials agreement, as provided herein. CONSULTANT'S quote to complete the additional work will be limited to (i) the CONSULTANT'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONSULTANT will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subconsultant, additional work will be limited to (i) the subconsultant's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONSULTANT may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONSULTANT and any subconsultant for field and home office overhead is included in the markups listed above. Payment to

CONSULTANT will be limited to the amount quoted by the CONSULTANT for the additional work, which the CONSULTANT exceeds at its own risk.

E. The COUNTY will not be liable to the CONSULTANT for any increased compensation in the absence of a written change order executed in accordance with the COUNTY's policy. The payment authorized by such a change order will represent full and complete compensation to the CONSULTANT for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONSULTANT of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONSULTANT.

7.9 Claims and Disputes.

A. Claims by CONSULTANT must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

B. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

C. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the section titled "Changes in the Scope of Services" within this Agreement. CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

E. Arbitration will not be considered as a means of dispute resolution.

7.10 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.

7.11 Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports, or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

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

7.13 Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the contract pricing and any additions will 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 will be made within one year following the end of the contract.

7.14 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONSULTANT, supplier, subconsultant, 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.

7.15 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have 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 they have 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.

7.16 Non-Collusion. The CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

7.17 Certification Regarding Scrutinized Companies. The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

7.18 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

7.19 Discriminatory Vendor List. As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

7.20 Antitrust Violator Vendor List. As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

7.21 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

7.22 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where vendor may have access to personal identifying information, vendor certifies to the County by entering this Agreement that (1) vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

7.23 Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONSULTANT for the work under the Agreement will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.24 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, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. 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.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT’S description of control processes, and the independent auditor’s evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. 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 must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT’S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY’S audit findings to the CONSULTANT.

C. This provision is hereby considered to be included within, and applicable to, any subconsultant contract entered into by the CONSULTANT in performance of any work under this contract.

7.25 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will 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 will maintain the files and papers for not less than three complete calendar years after the Service 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 will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

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

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. 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.
- iii. 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.
- iv. 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 CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will 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.

C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL (“Schedule”) for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY’s Contract for services must be made directly to the COUNTY. If CONSULTANT receives any such request, CONSULTANT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the CONSULTANT of such request, and the CONSULTANT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. CONSULTANT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. CONSULTANT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. CONSULTANT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the CONSULTANT’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by CONSULTANT’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. CONSULTANT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

7.26 Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form 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 minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must 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.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must 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 will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will 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 will be the sole responsibility of the CONSULTANT or subconsultant providing such insurance.

I. CONSULTANT will be responsible for subconsultants and their insurance. Subconsultants 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 the contract for default.

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

7.27 Federal and/or State Clauses, Terms, and Conditions. Although COUNTY funding is currently considered the primary source for funding tasks under this Agreement, any purchase action may come to be supported in whole or in part by Federal and/or State funding. Therefore, this Agreement may include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under this Agreement.

7.28 E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the CONSULTANT during the term of this 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.

7.29 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.30 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.

7.31 Grant Funding. 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. 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.

7.32 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-consultant(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-consultant(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 subconsultant(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.

7.33 Acceptance of Services. Each assignment shall be inspected by an authorized representative of the COUNTY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions. There may be other acceptance requirements which will be outlined at the time each individual assignment is agreed upon.

A. If the COUNTY staff finds major errors or corrections to a report, those requiring more than one hour of COUNTY staff time, then the COUNTY reserves the right to seek reimbursement for actual time spent.

B. The CONSULTANT shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the specifications in this Agreement or Purchase Order.

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

D. If the CONSULTANT fails to timely and appropriately correct the defective service, the COUNTY reserves the right to procure replacement services on the open market. The CONSULTANT shall be responsible for any increase in cost incurred by the COUNTY in obtaining replacement services. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the CONSULTANT by the COUNTY for any contract or financial obligation.

7.34 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within fifteen (15) calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

7.35 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The

County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.36 Social, Political, or Ideological Interests. Per Section 287.05701, Florida Statutes, the COUNTY will not consider or request documentation of a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

7.37 Liquidated Damages. Time is of the essence in ensuring the completion of the work assigned to the CONSULTANT under this agreement is completed by the dates indicated for each project. If the CONSULTANT inexcusably fails to achieve completion by the required date of completion as established in the purchase 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.

Article 8. Miscellaneous Provisions

8.1 Governing Law, Venue, and Waiver of Jury Trial. 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. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT

8.2 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.

8.3 Captions. 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.

8.4 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.

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

8.6 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.

8.7 Civil Rights Act. 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 CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 Compliance with State, Federal, and Local Laws. The CONSULTANT shall at all times comply with all applicable Federal, State, and local laws, rules and regulations.

8.9 Prime Consultant. The CONSULTANT will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subconsultants will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subconsultants without a COUNTY contract are limited to thirty percent of the task not to exceed \$35,000. Professional services subconsultants currently under contract with the COUNTY obtained through competitive solicitation may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants currently under contract with the COUNTY. The professional services subconsultants' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subconsultants will be made without consent of the COUNTY. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

8.10 State Registration Required. 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, unless exempt from registration. A copy of CONSULTANT'S registration must be provided to the COUNTY on request.

8.11 Assignment. The CONSULTANT shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of this Agreement for default.

8.12 Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation, or other 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 with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.13 Non-Exclusivity. The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this Agreement.

8.14 Other County Departments. Although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

8.15 Continuation of Work. Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the COUNTY and the CONSULTANT, continue until completion without change to the then current prices, terms and conditions.

8.16 Warranty. All warranties express and implied, must be made available to the COUNTY for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the CONSULTANT against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the

Agreement will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONSULTANT shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

8.17 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

8.18 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

8.19 Modification of Contract. This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

8.20 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT. Exercise of the above options requires the prior approval of the Procurement Services Manager.

8.21 Severability. 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.

8.22 Notices. 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:

Cushman & Wakefield Regional, Inc.
800 Corporate Drive
Suite 700
Fort Lauderdale, Florida 33334

If to COUNTY:

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

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
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 9. Scope of Agreement

9.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

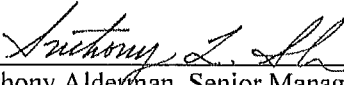
9.2 This Agreement includes the following exhibits, all of which are incorporated as material terms and conditions to this Agreement:

- Exhibit A..... Scope of Services.
- Exhibit B..... Bid Submittal & Addendum, Consultant's Proposed Solution, and Key Personnel.
- Exhibit C..... Pricing Summary.

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by the CONTRACTOR through its duly authorized representative.

CONSULTANT:

CUSHMAN & WAKEFIELD REGIONAL, INC.



Anthony Aldeffman, Senior Managing Director


License Number: RZ270, Barry A. Diskin, Ph.D., MAI,
AI-GRS, Project Representative & Qualifying
Appraiser.

This 06 day of October, 2023.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CUSHMAN & WAKEFIELD REGIONAL, INC., FOR ON-CALL APPRAISAL SERVICES; RFP #23-548F

COUNTY:

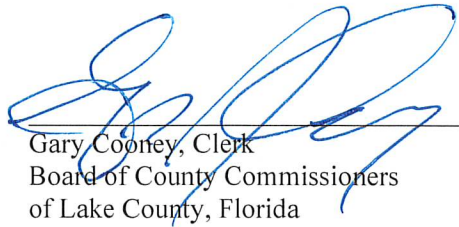
LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS



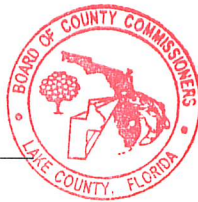
Kirby Smith, Chairman

This 7th day of Dec, 2023.

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 12/5/23

Melanie Marsh, County Attorney

Exhibit A

EXHIBIT A – SCOPE OF SERVICES

23-548

APPRAISAL SERVICES

1. SCOPE OF SERVICES

- 1.1. Professional appraisal services to include, but not be limited to, the following:
 - 1.1.1. General Appraisal Services to include the provision of:
 - 1.1.1.1. Appraisal Reports or
 - 1.1.1.2. Restricted Appraisal Reports
 - 1.1.2. Appraisals for Condemnation and Right-of-Way Acquisition to include the provision of:
 - 1.1.2.1. Appraisal Report (USPAP Standards Rule 2-2a)
 - 1.1.2.2. Contractor shall:
 - 1.1.2.2.1. Remain on a Florida Department of Transportation (FDOT) District Appraisers Under Contract list and provide proof thereof. This may be any FDOT District or the Turnpike Enterprise.
 - 1.1.2.2.2. Comply with FDOT Supplemental Standards of Professional Appraiser's Practices, current edition.
 - 1.1.3. Appraisals of Acquisitions of Environmental Lands to include the provision of:
 - 1.1.3.1. Appraisal Report (USPAP Standards Rule 2-2a)
 - 1.1.3.2. Contractor shall:
 - 1.1.3.2.1. Remain on the Florida Department of Environmental Protection's approved appraiser's list and provide proof thereof.
 - 1.1.3.2.2. 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.
 - 1.1.4. Appraiser shall be available as a witness or expert witness should appraisal become subject of litigation for the County.
 - 1.1.5. Preference will be given to those with MAI designation(s).

**EXHIBIT A – SCOPE OF SERVICES
APPRAISAL SERVICES**

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2. DELIVERABLES

Contractor shall provide a total of four (4) appraisal reports – three (3) originals and one (1) PDF copy – for each parcel to the County upon completion of the work.

3. ENTRANCE TO PRIVATE PROPERTY

County may request the Contractor contact the property owner or designated representative to offer the opportunity to accompany during the property inspection. Contractor shall notate in County report should property owner refuse or Contractor is unable to arrange for inspection after a reasonable time and effort.

4. DAMAGE TO PRIVATE PROPERTY

- 4.1. 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.
- 4.2. Contractor shall be responsible for any damage and shall notify the County representative immediately.
 - 4.2.1. Contractor shall restore property to an equal or better condition.
 - 4.2.2. County shall have the option of correcting the damage and issuing a deductive change order to the amount of the corrective work.

5. REQUEST FOR APPRAISAL SEARCH

- 5.1. County will request quotes from Contractor.
- 5.2. Quotes shall include a cost and timeframe to perform the search and be submitted by the requested date.
 - 5.2.1. County will notify the Contractor if quote is accepted.
 - 5.2.2. County reserves the right to negotiate all elements of quote received and request additional technical information as necessary to complete the evaluation.

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Exhibit B

ATTACHMENT 1 – SUBMITTAL FORM

23-548

The undersigned hereby declares that: Cushman & Wakefield has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **ON-CALL APPRAISAL SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

ATTACHMENT 1 – SUBMITTAL FORM

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corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number [Click or tap here to enter text.](#) and enter effective date [Click or tap to enter a date.](#) to date [Click or tap to enter a date.](#)

8.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: 2938 Wellington Circle, Tallahassee, FL 32309
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If “yes” is checked, provide supporting detail: [Click or tap here to enter text.](#)

9.0 GENERAL VENDOR INFORMATION:

Firm Name: Cushman & Wakefield
Street Address: 2938 Wellington Circle
City: Tallahassee State and ZIP Code: FL 32309
Mailing Address (if different): [Click or tap here to enter text.](#)
Telephone: 850-893-2400 Fax: n/a
Federal Identification Number / TIN: 16-1705226
DUNS Number: 001793470

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor.

ATTACHMENT 1 – SUBMITTAL FORM

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I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Anthony Alderman*

Date: 5/9/2023

Print Name: Anthony Alderman, CRE, SR/WA, FRICS

Title: Senior Managing Director, National Infrastructure Practice Lead, Valuation & Advisory

Primary E-mail Address: anthony.alderman@cushwake.com

Secondary E-mail Address: lisbeth.northcott@cushwake.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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ADDENDUM NO. 1

23-548



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: On-Call Appraisal Services

5/9/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. If an appraiser remains on the Florida DEP approved appraiser list however, is not on the FDOT District Appraisers Under Contract List, preclude us from eligibility?
- R1. Yes. Per the Exhibit A – Scope of Work, the vendor shall remain on the FDOT Appraisers Under Contract List.

ADDITIONAL INFORMATION

This addendum was issued to address a question submitted previously before the deadline. The Question-and-Answer period is over and the Request for Proposals bid due date is unchanged.

ACKNOWLEDGEMENT

Firm Name: Cushman & Wakefield

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Anthony Alderman*

Date: 9/25/2023

Print Name: Anthony Alderman

Title: Senior Managing Director, National Infrastructure Practice Group Lead, Valuation & Advisory

Primary E-mail Address: anthony.alderman@cushwake.com

Secondary E-mail Address: steven.murray@cushwake.com

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Our services are tailored to meet the specific needs of our clients, providing the most beneficial outcome. We understand this project is for on-call appraisal services. We have a team comprised of uniquely qualified professionals experienced in a vast range of property types. We offer valuations in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards), the Uniform Standards of Professional Appraisal Practice (USPAP), and applicable agency-specific guidelines, including FDOT Supplemental Standards of Professional Appraiser's Practices. Additionally, our team is well-qualified and experienced in expert witness testimony.

Dr. Diskin, as program manager, will actively direct the day-to-day operations of the contract. Appraisers David Beshears and Steven Murray will inspect the subject properties, gather and evaluate data, and provide opinions, judgments, and assist in arriving at value opinions, and providing reports. To maintain consistently high-quality reporting, every valuation and consulting report is reviewed by a second appraiser.

This team is accustomed to handling projects of all sizes, including large, multi-parcel right-of-way assignments. They have previously been responsible for a 240-mile project for Florida Gas Transmission, about 1,500 parcels, and never missed a deadline. In addition to the team of appraisers, our firm has a dedicated research team to assist in identification of subject properties and gathering basic information on each property assignment in order to maximize time and efficiency.

Staff Experience and Background

Collaboration is key to our project team's performance and ensures efficiency and success in achieving objectives. The team at Cushman & Wakefield is highly experienced in all areas of valuation.

Our team lead, Steven T. Murray, R/W-AC, has right of way experience across the state of Florida, as well as Arkansas, Louisiana, Mississippi, Tennessee, and Texas in the form of new roadway construction, state highway and local road widenings, interstate interchange expansion round-a-bout installation, high-tension powerline relocation, pipeline development, and bridge maintenance projects. Additionally, he is a member of the International Right of Way Association.

Our team also includes Barry Diskin, Ph.D., MAI, AI-GRS, who has been involved in condemnation work for about 30 years. He has qualified as an expert and testified in 42 Florida counties and in California, Arizona, South Carolina, Pennsylvania, Wisconsin, and Michigan. The cases are largely distributed across eminent domain, property tax, and contamination matters, with the bulk of cases being eminent domain. Since 2000, Dr. Diskin has handled hundreds of miles of right-of-way for various natural gas pipeline firms. In recent years, his principal clients have been the FDOT, Florida Gas Transmission (FGT), and Florida Southeast Connection (FSC), a subsidiary of FPL. Of the hundreds of parcels appraised for FGT, only one went to trial (Washington County). The jury sided with FGT and the property owners' team was not able to overcome the offer of judgment.

Additionally, David Beshears, MAI, MRICS, has over 30 years of consultation experience. Mr. Beshears is Member of the Appraisal Institute and a member of Royal Institute of Chartered Surveyors. He is a State-Certified General Appraiser in Florida, Alabama, Georgia, and Mississippi. His appraisal experience ranges from the valuation of individual properties to large, diverse national portfolios.

Qualifications of individual team members are included on the following pages.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CUSHMAN & WAKEFIELD REGIONAL, INC., FOR ON-CALL APPRAISAL SERVICES; RFP #23-548F

ATTACHMENT 4 - Key Personnel

On-Call Appraisal Services

23-548

Cushman & Wakefield

Name	Title	License Type	Applicable License Number	Years of Experience	Resume attached (Yes/No)
Dr. Barry A. Diskin, Ph.D., MAI, AI-GRS	Appraiser/Consultant	Certified General	RZ270	30	Yes
Steven T. Murray, R/W-AC	Florida Infrastructure Practice Director	Certified General	RZ4342	12	Yes
David W. Beshears, MAI, MRICS	Director, Strategic Advisory	Certified General	RZ1681	35	Yes

Exhibit C

ATTACHMENT 2 - PRICING SHEET

23-548

On-Call Appraisal Services

Cushman & Wakefield

SAVE AND SUBMIT AS AN EXCEL FILE

Vendors shall submit hourly rates. Submit other fees that may be invoiced for services performed under contract. The County will consider fees included.

Alterations to locked cells may result in disqualification of submission.

ITEM #	ITEM DESCRIPTION	HOURLY RATE	
1	Principal Appraiser	\$275.00	
2	Senior Staff Appraiser	\$275.00	
3	Staff Appraiser	\$250.00	
4	Associate Appraiser	\$250.00	
5	Research Appraiser	\$125.00	
6	Qualified Appraiser	\$125.00	
7	Clerical/Administrative	\$125.00	
8	Expert Witness	\$275.00	
LIST OTHER FEES		RATE	UNIT Type (hour, job, etc)
9			
10			
11			
12			
13			
14			

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.