

Grants & Contracts - Transmittal Memo

DATE: December 14, 2018

FROM: Purchasing Division, Contracts

TO: Brian Singleton, Ken Fair, Ramon Gavarrete

CONTRACT #: 11137

VENDOR: Florida Property Consultants Group

DESCRIPTION: #11137 Florida Property Consultants Group Agreement for professional services for annual appraisal services

APPROVED BY: Board of County Commissioners

APPROVAL DATE: December 11, 2018

RECEIVED ON: December 14, 2018

TERM START: December 11, 2018

TERM END: September 30, 2019

AMOUNT: NTE \$750,000.00

RFP/BID #: 19-224

POR #
(ENCUMBERANCE)

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ALACHUA COUNTY
AND FLORIDA PROPERTY CONSULTANTS GROUP
FOR ANNUAL APPRAISAL SERVICES

THIS AGREEMENT is entered into this 11th day of December, 2018 between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Florida Property Consultants Group**, doing business at PO Box 1339, Keystone Heights, FL 32656, hereinafter referred to as "Professional". Collectively, the County and the Contractor shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County issued RFP #19-224 seeking qualified Professionals to furnish Annual Appraisal Services, in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-224, the County identified the Professional as one of the top three ranked firms and desires to contract with all three of the top ranked firms; and

WHEREAS, the County desires to contract with the Professional to provide the services described in RFP #19-224 and the Professional desires to provide such services to the County in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** This Agreement is effective upon execution by both Parties (the "Effective Date") and shall continue through September 30, 2019 (the "Initial Term") unless earlier terminated as provided herein. The Initial Term of this Agreement may be renewed at the option of the County for two additional 2 year terms at the terms and conditions contained in this Agreement.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Representations.** By executing this Agreement, the Professional makes the following express representations to the County:

- 2.1. The Professional is professionally qualified to act as the Professional for the Work detailed herein and is licensed by all public entities having jurisdiction over the Professional and the Work;
- 2.2. The Professional shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Work until the Professional's duties hereunder have been fully satisfied;
- 2.3. The Professional has become familiar with the Work site and the local conditions under which the Work is to be Project is to be designed, constructed, and operated;
- 2.4. The Professional shall prepare all deliverables required by this Agreement including, but not limited to, a complete appraisal in a self-contained report that complies with the Uniform Standards of Professional Appraisal Practice (USPAP), in such a manner that it shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
- 2.5. The Professional represents that the deliverables to be prepared by the Professional will be adequate and sufficient to accomplish the purposes of the Work and meet the requirements of all applicable federal, state and local codes and regulations;
- 2.6. The Professional acknowledges and agrees that the County's review or inspection of the Work performed by Professional shall in no way diminish the Professional's obligations to perform the Work in full compliance with the requirements of this Agreement nor shall it diminish Professional's warranty pertaining to the Work.

3. **Duties of the Professional.** The Professional shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1"** (hereinafter, the "Work").
4. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the Professional as outlined in **Exhibit "2."**
5. **Method of Payment.**
 - 5.1. For performing the Work, the Professional shall be paid a sum that SHALL NOT EXCEED \$750,000.00 annually during the Initial Term of the Agreement ("Annual Not-To-Exceed Contract Price"), in accordance with the Fee Schedule at **Exhibit "1-A"**, unless approved by the Board of County Commissioners. For the purposes of this Section, the term "annually" shall mean the County's fiscal year, which runs from October 1st through September 30th.
 - 5.2. Except as otherwise authorized in Section 5.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work
 - 5.3. As a condition precedent to being owed any payment under this Agreement, the

Professional shall submit monthly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for Services properly rendered and expenses due. The Professional's invoice shall describe with reasonable particularity each service rendered, the date thereof, *[the time expended, if billed by hour.]* and the person(s) rendering such service. The Professional's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Professional, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Professional that payment of any portion thereof should be withheld. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants, incurred in connection with the Project, will be paid in full. The Professional shall submit invoices to the County at the following address:

County Surveyor
Alachua County Public Works
5620 NW 120 Lane
Gainesville, Florida, 32653

- 5.4. In the event that the County becomes credibly informed that any representations of the Professional relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Professional until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.
- 5.5. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and the County shall remit all payments to:

Florida Property Consultants Group
PO Box 1339
Keystone Heights, Florida 32656

6. **Alachua County Minimum Wage:** The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain

contractors and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Contract. The County may amend the applicable Minimum Wage on or before October 1st of each year.

- 6.1. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the "Minimum Wage").
- 6.2. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 6.3. The Professional must provide certification, **Exhibit 3**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement
- 6.4. The Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Professional is responsible to make any person submitting a bid for a subcontract for covered Services aware of the requirement
- 6.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 6.6. The Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Professional and subcontractor

7. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Professional's and County's representatives are:

County:
County Surveyor (as specified designee)
Alachua County Public Works Department
5620 NW 120 Lane
Gainesville, Florida 32653

Professional:
Florida Property Consultants Group
PO Box 1339
Keystone Heights, Florida 32656

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
Attn: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

8. Default and Termination.

- 8.1. The failure of the Professional to comply with any provision of this Agreement will place the Professional in default. Prior to terminating the Agreement, the County will notify the Professional in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Professional seven (7) days to cure the default. The Public Works Director or specified designee is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Professional.
- 8.2. The County may also terminate the Agreement without cause by providing written notice to the Professional (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Professional will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Professional's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- 8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will

pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

9. Project Records.

9.1.General Provisions:

- 9.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 9.1.3. Professional shall 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 this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

9.2. Confidential Information:

- 9.2.1. During the term of this Agreement, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential

Information as "Confidential Information" or "CI" and the County shall reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

9.2.2. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

9.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4. **Compliance:** A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE ALACHUA COUNTY PUBLIC WORKS COUNTY SURVEYOR BY EMAIL cbrecken@alachuacounty.us, PHONE (352) 548-1225 OR MAIL AT 5620 NW 120th Lane, Gainesville, FL 32653.

10. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.

11. **Insurance.** The Professional will procure and maintain insurance throughout the Initial Term and all renewal Terms of this Agreement, the types of insurance and the minimum amounts detailed in **Exhibit "4"** A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "4-A"**.

12. **Permits.** The Professional will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

13. **Laws & Regulations.** The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14. *Indemnification*

14.1. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

14.2. The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.4. In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

14.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity

or the provisions or limits of liability of §768.28, Florida Statutes.

15. **Standard of Care.** The Professional shall perform the Work with the skill and care which would be exercised by a qualified professional performing similar Work at the time and place such Work is performed. If the failure to meet these standards results in deficiencies in the Work, the Professional shall correct the Work, at his own cost and expense; and shall be responsible for any and all consequential damages arising from those deficiencies.
16. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
17. **Successors and Assigns.** The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
18. **Independent Professional or Consultant.** In the performance of this Agreement, the Professional is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by the Professional in the full performance of the Agreement.
19. **Collusion.** By signing this Agreement, the Professional declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
20. **Conflict of Interest.** The Professional warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
21. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
22. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
23. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

24. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
25. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.
26. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
27. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
28. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
29. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
30. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.
31. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: Charles S. Chestnut, IV

Charles S. Chestnut, IV
Chair
Board of County Commissioners

Date: 12/11/2018

ATTEST:

J. K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

D. M. J.
Alachua County Attorney's Office

PROFESSIONAL:

FLORIDA PROPERTY
CONSULTANTS GROUP

By: Tony H. Tempkin

Print: Tony H. Tempkin

Title: Partner

Date: 11-07-18

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE
PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A
CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE
CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE
NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE
INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 1: Duties of the Professional

The services requested, herein, are for **Annual Appraisal Services**.

1. **General Requirements:** The Professional shall provide Annual Appraisal Services in accordance with USPAP and Yellow Book standards upon request by Alachua County. The Appraisal Services requested by the County will include, but not be limited to the estimation of market value for:
 - 1.1. Fee simple title
 - 1.2. Conservation easements,
 - 1.3. Access easements or other partial interests.
2. **For each appraisal assignment the Professional shall at a Minimum:**
 - 2.1. Provide an appraisal meeting the County's definition of an appraisal.
 - 2.1.1. Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property.
 - 2.1.2. Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and the Scope of Work should address:
 - 2.1.2.1. The extent of the inspection and description of the neighborhood and proposed project area,
 - 2.1.2.2. The extent of the subject property inspection, including interior and exterior areas,
 - 2.1.2.3. The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property),
 - 2.1.3. In the appraisal report, include a sketch of the property and provide the location and dimensions of any improvements. It should include adequate photographs of the subject property and comparable sales and provide location maps of the property and comparable sales.
 - 2.1.4. In the appraisal report, include items required by the acquiring agency, usually including the following list:
 - 2.1.4.1. The property right(s) to be acquired, e.g., fee simple, easement, etc.,
 - 2.1.4.2. The value being appraised (usually fair market value), and its definition

- 2.1.4.3. Appraised as if free and clear of contamination (or as specified),
- 2.1.4.4. The date of the appraisal report and the date of valuation,
- 2.1.4.5. The known and observed encumbrances, if any,
 - 2.1.4.5.1. Title information,
 - 2.1.4.5.2. Location,
 - 2.1.4.5.3. Zoning,
 - 2.1.4.5.4. Present use, and
 - 2.1.4.5.5. At least a 5-year sales history of the property.
- 2.1.5. In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use.
 - 2.1.5.1. Present and analyze relevant market information.
 - 2.1.5.2. In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired.
 - 2.1.5.3. Report his or her analysis, opinions, and conclusions in the appraisal report.

3. Additional Requirements

3.1. Review Appraisals

- 3.1.1. The County may require the Professional to review appraisal reports prepared by others.
- 3.1.2. Such reviews shall be done in accordance with the applicable standards of practice.
- 3.1.3. The Professional will also be required to respond in written form within five working days following a request by the County for fee quotes for specific assignments.
- 3.1.4. A Professional may be required to give expert testimony in courts of law and Governing Board proceedings.

EXHIBIT 1-A: Fee Schedule

Classification	Billing Rate per Hour
Principal MAI/Designated Appraiser	\$150
Associate Appraiser	\$125
Editing/Quality Control	\$100
Administrative/Production	\$75

EXHIBIT 2: Duties of the County

1. The County shall have and perform the following duties, obligations, and responsibilities to the Professional:
 - 1.1. The County Surveyor, as specified designee (hereinafter referred to as the "Surveyor") is authorized to order appraisals under this Agreement
 - 1.2. The Surveyor shall approve all invoices prior to payment.
 - 1.3. The Surveyor shall serve as liaison with the Professional.
 - 1.4. The Surveyor will render requested decisions and authorizations promptly, in writing, to prevent unreasonable delays.
 - 1.5. The County shall compensate the Professional for services rendered under this Agreement in accordance with each appraisal request utilizing the Fee Schedule at **Exhibit "1-A"**.
 - 1.6. The County shall provide written notice to proceed for each appraisal request (an email will be sufficient).

EXHIBIT 3: Certification of Meeting Alachua County Wage Ordinance

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Florida Property Consultants Group

Corporate Name:

P.O. Box 1339

Address

Keystone Heights, FL 32656

City/State/Zip

Phone Number: 352-473-1200

Email: Tor C FPC-Group.com

Point of Contact: Tor Templin

Project Description:

**PROFESSIONAL
FLORIDA PROPERTY CONSULTANTS GROUP**

ATTEST (By Corporate Officer)

By: Tor W

Print: Tor Templin

Title: Vice President

By: Tor W

Print: Tor Templin

Title: Partner

Date: 11-07-18

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE
PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A
CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE
CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE
NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE**

INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 4: Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,0000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A. The policies are to contain, or be endorsed to contain, the following provisions:
- B. Commercial General Liability and Automobile Liability Coverages
 1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.
- C. All Coverages
 1. The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 4 A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

FLORPRO-01

DLEB

DATE (MM/DD/YYYY)
05/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(es) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Franklin Insurance Agency, Inc. P.O. Box 3146 Tallahassee, FL 32315	CONTACT NAME: _____ PHONE: _____ FAX: _____ EMAIL: _____ ADDRESS: _____	INSURER(S) AFFORDING COVERAGE INSURER A: Old Dominion Insurance Co. 40231 INSURER B: Southern Owners Insurance Co. 10190 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	HAG #
INSURED Delgian Appraisal Assoc., Inc. DBA Florida Property Consultants Group 1348 Vickery Road Tallahassee, FL 32303			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	MODEL NUMBER (INS. NO. / VIN)	POLICY NUMBER	POLICY EXP. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> JCT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BPG8471A	08/24/2017	08/24/2018	<input type="checkbox"/> EACH OCCURRENCE \$ 1,000,000 <input type="checkbox"/> DAMAGE TO RENTED PROPERTY (PER INCIDENT) \$ 300,000 <input type="checkbox"/> MED EXP. (Per person/Day) \$ 5,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$ 1,000,000 <input type="checkbox"/> GENERAL AGGREGATE \$ 2,000,000 <input type="checkbox"/> PRODUCT & COMPAGG \$ 2,000,000 <input type="checkbox"/> _____
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> Hired <input type="checkbox"/> AUTOS ONLY					<input type="checkbox"/> BODILY INJURY (Per accident) \$ <input type="checkbox"/> BODILY INJURY (Per person) \$ <input type="checkbox"/> PROPERTY DAMAGE (Per incident) \$ <input type="checkbox"/> _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> EACH OCCURRENCE \$ <input type="checkbox"/> AGGREGATE \$ <input type="checkbox"/> _____
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> EMPLOYEE'S LIABILITY <input type="checkbox"/> ANY PERSON (CO-PARTNER/EXECUTIVE) <input checked="" type="checkbox"/> V/N <input type="checkbox"/> (PARTNER/EXECUTIVE EXCLUDED) <input type="checkbox"/> (Hired by in RHO) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	78005907	12/31/2017	12/31/2018	<input type="checkbox"/> FED. STATUTE \$ 100- <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 <input type="checkbox"/> E.L. DISAB - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 16), Additional Remarks Schedule, may be attached if more space is required)
 PROPERTY CONSULTANT: REAL ESTATE APPRAISALS

CERTIFICATE HOLDER

CANCELLATION

Alachua County Division of Purchasing 12 SE 1st Street Gainesville, FL 32601-6983	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Paul F. Felt</i>

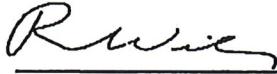
ACORD 26 (2016/03)

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EXHIBIT 4 A, continued: Certificate of Insurance

CERTIFICATE OF INSURANCE

<p>Producer:</p> <p>LIA ADMINISTRATORS & INSURANCE SERVICES P.O. Box 1319 Santa Barbara, CA 93102-1319</p>		<p>Issue Date: 05/02/2018</p> <p>This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.</p>												
<p>Insured: 100579 FLORIDA PROPERTY CONSULTANTS GROUP Delgian Appraisal Associates, Inc. 1348 Vickers Road Tallahassee, FL 32303</p> <p>Fax Number: 850-906-9929</p>		<p align="center">COMPANY AFFORDING COVERAGE</p> <p align="center">Aspen Specialty Insurance Company</p> <p align="center"></p> <p align="center">Authorized Representative</p>												
<p>This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.</p> <p>DISCLAIMER: This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.</p>														
<table border="1"> <thead> <tr> <th align="center">TYPE OF INSURANCE</th> <th align="center">POLICY NUMBER</th> <th align="center">EFFECTIVE DATE</th> <th align="center">EXPIRATION DATE</th> <th align="center" colspan="2">LIMITS</th> </tr> </thead> <tbody> <tr> <td align="center">Professional Liability</td> <td align="center">ASI002429-03</td> <td align="center">10/15/2017</td> <td align="center">10/15/2018</td> <td align="center">Each Claim General Aggregate</td> <td align="center">\$ 500,000 \$ 500,000</td> </tr> </tbody> </table>			TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		Professional Liability	ASI002429-03	10/15/2017	10/15/2018	Each Claim General Aggregate	\$ 500,000 \$ 500,000
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Professional Liability	ASI002429-03	10/15/2017	10/15/2018	Each Claim General Aggregate	\$ 500,000 \$ 500,000									
<p>Description of Operations/Locations/Special Items: REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE</p>														
<p>Certificate Holder: Alachua County Division of Purchasing 12 SE 1st Street Gainesville, Florida 32601-6983</p>		<p>Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>												

LIA0001 (11/97)



FLORIDA PROPERTY CONSULTANTS GROUP
TALLAHASSEE ++ KEYSTONE HEIGHTS ++ DELAND
REAL ESTATE APPRAISAL & CONSULTING

Nicholas Truncone, MAI

State-Certified General Appraiser #RZ1269

Jon H. Templin, MAI

State-Certified General Appraiser #RZ1448

November 1, 2018

Mr. Charles R. Brecken, P.S.M., County Surveyor
Alachua County Public Works
5620 NW 120th Lane
Gainesville, Florida 32653

Re: Corporate Resolution from Organizational Meeting, October 1, 2018
Declaration of Authorized Corporate Signatories
Florida Property Consultants Group

Dear Mr. Brecken:

In respect to the above-cited matter, both Nicholas Truncone, MAI, and I, Jon H. Templin, MAI, possess signing/signatory authority in matters including, but not limited to, entering into contractual agreements for any and all appraisal and related assignments, fee proposals, and RFPs. Nicholas Truncone is the President of Florida Property Consultants Group, and Jon Templin is the Vice President. Our signatures are shown below.

If you have any questions, please call me at my office.

Sincerely,

Jon H. Templin, MAI

Nicholas Truncone, MAI

1348 Vickers Road Tallahassee, Florida 32303	P.O. Box 1339 Keystone Heights, Florida 32656	830 N. Woodland Blvd. DeLand, Florida 32720
Tel. (850) 906-9997 Fax (850) 906-9929	Tel. (352) 473-1200	Tel. (386) 738-1105

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