
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Award RFP-600226-07/GMG – Appraisal Services Agreement for Chapman Road Improvement Project

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award RFP-600226-07/GMG – Appraisal Services Agreement for Chapman Road Improvement Project to Clayton, Roper and Marshall (CRM), Altamonte Springs.

County-wide

Ray Hooper

BACKGROUND:

RFP-600226-07/GMG will provide for a professional appraisal consultant to prepare appraisal reports that conform to Seminole County's minimum appraisal requirements for the project parcels identified for the Chapman Road Improvement Project. The project was publicly advertised and the County received seven (7) submittals in response to the solicitation:

- All Real Estate Appraisals, Orlando
- Bullard, Hall & Adams, Inc., Daytona Beach
- Clayton, Roper & Marshall (CRM), Altamonte Springs
- Diversified Property Specialists, Inc., Titusville
- ReTech, Inc., Odessa
- Stricklen Appraisal Services, P.A., Umatilla
- The Appraisal Group of Central Florida, Inc., Altamonte Springs

The Evaluation Committee which consisted of Neil Newton, Major Project Acquisition Coordinator; David Nichols, P.E., Principal Engineer (who was later replaced by Antoine Khoury, Project Manager/Principal Engineer); and David Shields, Assistant County Attorney, evaluated the proposals. Consideration was given to the following criteria:

- Eminent Domain Trial Testimony
- Quality of the Work Product
- Firm / Staff Qualifications/References
- Technical Proposal
- Hourly Rate Fee Schedule

The Committee short-listed and interviewed the top three (3) firms: Clayton, Roper & Marshall

(CRM); Diversified Property Specialists, Inc., and Stricklen Appraisal Services, P.A.

Consideration was given to the approach to work and demonstration of understanding requirements; delineated experience related to the services; trial testimony; quality assurance plan; and delineated qualifications as relate to appraisal services. Authorization for performance of professional services by Consultant under this agreement shall be in the form of written Purchase Orders issued by the County. Each order shall describe the services required, state the dates for commencement and completion of the work and establish the amount and method of payment.

The agreement shall take place on the date of its execution and shall run for a period of five (5) years or upon final completion of the Chapman Road Improvement project, whichever comes first. The estimated not-to-exceed amount for this project is \$400,000.00.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600226-07/GMG - Appraisal Services Agreement for Chapman Road Improvement Project to Clayton, Roper & Marshall (CRM), Altamonte Springs.

ATTACHMENTS:

1. Tabulation Form
2. Ranking - Interviews
3. Agreement
4. Ranking of Proposals

Additionally Reviewed By: <input checked="" type="checkbox"/> County Attorney Review (Ann Colby)
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B.C.C. - SEMINOLE COUNTY, FL		ALL UUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. PAGE: 1 of 1
RFP NUMBER:	RFP-600226-07/GMG	
RFP TITLE:	Appraisal Services for Chapman Road Improvement Project	
DUE DATE:	April 14, 2008	

Response 1	Response 2	Response 3
All Real Estate Appraisals 1010 Executive Center Drive Suite 132 Orlando, FL 32803 (407) 895-9999 – Phone (407) 895-9998 - Fax Robert K. Babcock, MAI	Bullard, Hall & Adams, Inc. 1144 Pelican Bay Drive Daytona Beach, FL 32119 (386) 788-3770 - Phone (386) 788-7995 - Fax David K. Hall, ASA	Clayton, Roper & Marshall (CRM) 246 N. Westmonte Drive Altamonte Springs, FL 32714 (407) 772-2200 – Phone (407) 772-1340 Paul M. Roper, MAI, SRA

Response 4	Response 5	Response 6	Response 7
Diversified Property Specialists, Inc. 1705 South Washington Avenue Titusville, FL 32780 (321) 268-9003 – Phone (321) 268-9022 - Fax C. Lee Lobban, MAI	ReTech, Inc. 6221 Iroquois Court Odessa, FL 33556 (813) 920-2345 - Phone (813) 852-2882 - Fax Ron Tegenkamp, MAI	Stricklen Appraisal Services, P.A. 871 Central Avenue Umatilla, FL 32784 (352) 699-7300 – Phone (352) 669-3232 - Fax Albert Leon Stricklen, MAI	The Appraisal Group of Central Florida, Inc. 378 Center Pointe Circle, Suite 1286 Altamonte Springs, FL 32701 (407) 539-1288 – Phone (407) 539-7004 – Fax Richard K. MacMillan, MAI

Tabulated and posted by : Gloria M. García - 4/14/2008 @ 4:35 PM

Shortlisted Firms: Clayton, Roper & Marshall; Diversified Property Specialists, Inc.; Stricklen Appraisal Services, Inc. (Posted 4/30/2008 – 12:40 PM)

Interviews: May 12, 2008 (9:00 AM to 12:00 Noon) – Engineering Division (Revised)

Recommendation of Award: Clayton, Roper & Marshall – BCC Award Date: June 10, 2008

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Clayton, Roper & Marshall**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

VERY EXPERIENCED APPROACH + UNDERSTANDING OF PROJECT (35)

Criteria: Delineated experience related to the services (20%)

UNDERSTANDS WHAT IS REQUIRED (18)

Criteria: Trial Testimony (20%)

TREMAENDOUS AMOUNT OF EXPERIENCE IN TRIAL TESTIMONY (18)

Criteria: Quality Assurance Plan (10%)

MULTI STEP QUALITY ASSURANCE (8)

Criteria: Delineated qualifications as relates to appraisal services (10%)

EXTREMELY QUALIFIED (9)

TOTAL POINTS: 88

RANKING: 1

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Diversified Property Specialists, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

DEMONSTRATES DETAILED APPROACH & UNDERSTANDING OF PROJECT (34)

Criteria: Delineated experience related to the services (20%)

LISTED HIS APPROACH TO SERVICES (18)

Criteria: Trial Testimony (20%)

DEMONSTRATED HIS TRIAL TESTIMONY EXPERIENCE (17)

Criteria: Quality Assurance Plan (10%)

DID NOT TOUCH ON QUALITY ASSURANCE PERTAINING TO THEIR INTERNAL REVIEW PROCESS (6)

Criteria: Delineated qualifications as relates to appraisal services (10%)

VERY QUALIFIED APPRAISAL SERVICES (8)

TOTAL POINTS: ~~82~~ 83

RANKING: Z

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Stricklen Appraisal Services, P.A.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

DEMONSTRATED ~~MANAGEMENT~~ UNDERSTANDING OF THIS PROJECT (34)

Criteria: Delineated experience related to the services (20%)

DEMONSTRATED ABILITY TO PROVIDE REQUIRED SERVICES (18)

Criteria: Trial Testimony (20%)

BRIEFLY ADDRESSED TRIAL TESTIMONY (15)

Criteria: Quality Assurance Plan (10%)

ADDRESSED HIS QUALITY ASSURANCE PLAN (7)

Criteria: Delineated qualifications as relates to appraisal services (10%)

QUALIFIED TO PERFORM REQUIRED SERVICES (8)

TOTAL POINTS: 82

RANKING: 3

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: Clayton, Roper & Marshall

Describe strengths, weaknesses and deficiencies to support your assessment.

35

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

Seem to have a thorough understanding of the project. Prefer his approach to cost to value calculation.

Criteria: Delineated experience related to the services (20%)

18

The firm is very experienced in all the appropriate areas. ~~They~~ Roper is very familiar with Seminoe County and its requirements.

Criteria: Trial Testimony (20%)

18

Paul Roper has many years testimony experience & has a strong presence as a speaker/witness. Should hold the jury's attention and do well in cross-examination.

Criteria: Quality Assurance Plan (10%)

8

Seem well organized & know how to deal w/ difficult situations. Will have several persons reviewing each property; should have maximum flexibility & meet schedule.

Criteria: Delineated qualifications as relates to appraisal services (10%)

9

Paul Roper & his firm are highly qualified. He also has extensive teaching experience in the appraisal field.

TOTAL POINTS: 88

RANKING: 1

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: Diversified Property Specialists, Inc.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

32

Documentation indicates he understands the requirements of the project. Mr. Zoltan's approach to work to date seems reasonable.

Criteria: Delineated experience related to the services (20%)

15

Mr. Zoltan has extensive experience and seems very knowledgeable of the appraisal field. His experience with Seminole County.

Criteria: Trial Testimony (20%)

15

Mr. Zoltan has considerable trial experience and would probably make a good witness. He is able to think on his feet in response to questions. Probably would do well in cross-examination.

Criteria: Quality Assurance Plan (10%)

5

Anticipate completion w/in 120 days. Did not have a specific quality assurance plan.

Criteria: Delineated qualifications as relates to appraisal services (10%)

8

Seems highly qualified.

TOTAL POINTS: 75

RANKING: 2

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: Stricklen Appraisal Services, P.A.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

33

Seem to understand the requirements for the project. Seem to have a reasonable approach to cost to care.

Criteria: Delineated experience related to the services (20%)

12

Seem to have a lot of experience w/ FDOT & other counties but not Seminole County.

Criteria: Trial Testimony (20%)

16

Seem to have a good demeanor as a witness. Should be able to hold the jury's attention.

Criteria: Quality Assurance Plan (10%)

6

Husband & wife ~~check~~ appraiser check each other.

Criteria: Delineated qualifications as relates to appraisal services (10%)

7

Seem ^{highly} qualified as an appraiser

TOTAL POINTS: 74

RANKING: 3

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: Clayton, Roper & Marshall

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 36

BEGUN IN BUSINESS FOR A LONG TIME
Schedules Meeting: OT READY / BY => EVIDENCE R PART OF THE TEAM

Criteria: Delineated experience related to the services (20%) 18

DONE A LOT OF WORK IN THE COUNTY

Criteria: Trial Testimony (20%) 18

VERY EXPERIENCED

Criteria: Quality Assurance Plan (10%) 9

DETAILED

Criteria: Delineated qualifications as relates to appraisal services (10%) 8

TOTAL POINTS: 89

RANKING: ①

EVALUATION COMMITTEE MEMBER: ANTOINETTE KITOURY

- ① Data is being to do the appraisal
- ② Schedules, Trach Records
- ③ Control costs / Noeases / OT READY REVIEW

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Diversified Property Specialists, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

Good understanding 36

Criteria: Delineated experience related to the services (20%)

None with the county 17

Criteria: Trial Testimony (20%)

17

Criteria: Quality Assurance Plan (10%)

6

Criteria: Delineated qualifications as relates to appraisal services (10%)

9

TOTAL POINTS: 85

RANKING: 2

EVALUATION COMMITTEE MEMBER: _____

When did you move to thisville, 2007 E-4, Engineer AS needed 4 months.

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Stricklen Appraisal Services, P.A.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 35

good Detailed

Criteria: Delineated experience related to the services (20%) 17

VERY GOOD

Criteria: Trial Testimony (20%) 17

VERY GOOD

Criteria: Quality Assurance Plan (10%) 6

NOT STRUCTURED

Criteria: Delineated qualifications as relates to appraisal services (10%) 6

TOTAL POINTS: 81

RANKING: 3

EVALUATION COMMITTEE MEMBER: _____

Hughes-Bestwe MFYSF: 60 months

**APPRAISAL SERVICES AGREEMENT
(RFP-600226-07/GMG)
CHAPMAN ROAD IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLAYTON, ROPER & MARSHALL, INC.**, duly authorized to conduct business in the State of Florida, whose address is 246 N. Westmonte Drive, Altamonte Springs, Florida 32714, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide appraisal services for the Chapman Road Improvement Project in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to furnish appraisal services to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all

addenda thereto. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of five (5) years or upon final completion of the Chapman Road Improvement Project, whichever comes first. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Purchase Orders as may be issued hereunder and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". The CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C, which includes all reimbursable expenses. The CONSULTANT shall also be required to execute the Truth in Negotiations certificate attached hereto as Exhibit D.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Purchase Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:



(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two occupants.

C. Reimbursement for lodging shall be at \$75.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals shall not exceed:

1. Breakfast:

\$6.00 without receipts

\$10.00 with receipts;

2. Lunch:

\$11.00 without receipts

\$13.00 with receipts;

3. Dinner:

\$19.00 without receipts

\$27.00 with receipts.

E. Reimbursement for airfare shall be based on coach rates.

(2) Expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, the cost of other expenditures made by CONTRACTOR in the interest of the Project.

(b) Any reimbursable expenses under this Agreement shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Purchase Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value and one hundred percent (100%) of the approved amount on Purchase

Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value issued on a Fixed Fee Basis.

(e) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Time Basis Method with a Not-to-Exceed amount and one hundred percent (100%) on Purchase Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in value; provided, however, the COUNTY reserves the right to require retainage for Purchase Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) when the COUNTY deems it in its best interest to do so, in which case the Purchase Order shall be treated as any other Purchase Order with retainage for payment purposes.

(f) Each Purchase Order ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and over in value issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsections (b) and

(c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes

and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.



SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise; and

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is  due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform

must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 12. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that  it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.



(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less

than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of COUNTY) submit a sworn notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance  providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized

as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY,  CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) Subject to  the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG

00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each-Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that  it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.



SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.



SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all

statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771



For CONSULTANT:

Clayton, Roper & Marshall, Inc.
246 N. Westmonte Drive
Altamonte Springs, Florida 32714

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(ATTESTATIONS ON PAGE 22 OF 22)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

CLAYTON, ROPER & MARSHALL, INC.

, Secretary

By: _____
PAUL M. ROPER, MAI, Vice-President

(CORPORATE SEAL)
ATTEST:

Date: _____
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AEC/lpk
5/14/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600226.doc



Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate

Description of Services

Seminole County hereby invites appraisal firms to submit their qualifications proposal pursuant to this Request for Proposal (RFP) criteria for professional appraisal services.

PROJECT DESCRIPTION: Widening Chapman Road from S.R. 426 to S.R. 434 a/k/a Alafaya Trail from 2 lanes to 4 lanes, with sidewalks on both sides, one 5 feet wide and the other 8 feet wide. This project is approximately 1.7 miles in length.

Appraisal services may require professional support services in the development of an appraisal report. Appraisers will be responsible for assembling all professional experts necessary to complete the appraisal process. Appraisal reports performed by appraisers for the County must conform to Seminole County's minimum appraisal requirements which include: (1) Uniform Standards of Professional Appraisal Practice ("USPAP"); (2) Florida Department of Transportation Supplemental Appraisal Standards ("FSS"); (3) Seminole County Supplemental Appraisal Standards ("SCSS"); and (4) All applicable laws of the State of Florida related to just compensation. Compliance with the SCSS will be required for both content and format. The contract scope of services will also outline other areas of specific attention and duties required from the appraisal consultant.

SCOPE OF SERVICES: Appraiser shall prepare appraisal reports, which conform to Seminole County's minimum appraisal requirements, which include: (1) Uniform Standards of Professional Appraisal Practice ("USPAP"), (2) Florida Department of Transportation Supplemental Appraisal Standards ("FSS"), (3) Seminole County Supplemental Appraisal Standards ("SCSS"), and (4) All applicable laws of the State of Florida related to just compensation. Compliance with the SCSS will be required for both content and format. The appraiser shall appraise project parcels identified for the Chapman Road – Road Improvement Project.

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
 FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
 Seminole County, Florida
PURCHASE ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.

S
H
I
P

COUNTY SERVICES BUILDING
 1101 EAST FIRST STREET
 SANFORD FL 32771

EXHIBIT B

ORDER TYPE

ORDER DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

R
O
O
D

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING
 DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

- PRICE PROPOSAL

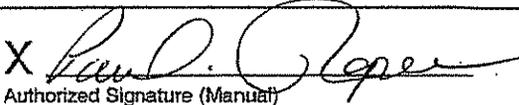
Proposer shall submit hourly rate fee schedule, which shall include all applicable personnel, (i.e., appraisers and technical support personnel). The fee schedule shall also be utilized for use in determining compensation for trial preparation and testimony. The fee for each updated appraisal shall not exceed one half (50%) of the first appraisal.

Per the RFP request, the hourly fees listed below are only for appraiser and technical support personnel. These fees do not include any subconsultant fees which may be necessary in the valuation of the parcels.

Hourly Fees

Clayton Roper & Marshall

Principal	\$175
Special Projects Director	\$150
Associate Appraiser	\$125
CAD Department Manager	\$125
CAD Operator	\$100
Researcher	\$100

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 Attn.: PURCHASING DIVISION	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Gloria M. Garcia, CPPB Sr. Procurement Analyst 407-665-7123 - Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov	RFP-600226-07/GMG Appraisal Services for Chapman Road Improvement Project
Proposal Due Date: August 9, 2007 Proposal Due Time: 2:00 P.M.	Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: Paul M. Roper Clayton, Roper & Marshall	Federal Employer ID Number or SS Number: 59-2856881
Mailing Address: 246 N. Westmonte Drive	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Altamonte Springs, Florida 32714	
Type of Entity: (Circle one) <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (407) 772-2200, x303	Typed Name: Paul M. Roper
Toll Free Telephone Number: (800)	Title: Vice President
Fax Number: (407) 772-1340	Date: April 10, 2008

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

EXHIBIT D

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation submitted to Seminole County Purchasing and Contracts Division, either actually or by specific identification in writing, in support of **RFP-600226-07/GMG** are accurate, complete, and current. This certification includes the wage rates and other factual unit costs supporting any Release Orders or Amendments issued under the agreement between the Consultant and the County.

Firm: Clayton, Roper & Marshall, Inc.

Signature _____

Name _____
Paul M. Roper, MAI

Title _____
Vice-President

Date of execution _____

RFP-600226-07/GMG - Appraisal Services for Chapman Road Improvement Project

EVALUATORS	All Real Estate Appraisals	Bullard, Hall & Adams, Inc	Clayton, Roper & Marshall (CRM)	Diversified Propoerty Specialists, Inc.	ReTech, Inc.	Stricken Appraisal Services, P.A.	The Appraisal Group of Central Florida
Shields, David	52	57	91	86	63	80	66
Nichols, David	86	84	92	84	80	83	88
Newton, Neil	90	80	95	93	87	89	92
TOTAL POINTS	228	221	278	263	230	252	246
RANKING	6	7	1	2	5	3	4