

COLUMBIA COUNTY AGREEMENT NO. RFP 2023-K
APPRAISAL CONSULTANT SERVICES AGREEMENT
COLUMBIA COUNTY, FLORIDA AND CBRE, INC.

RECEIVED
JUN 22 2023
Board of County Commissioners
Columbia County

This AGREEMENT for Appraisal Consultant Services by and between **Columbia County, Florida**, by and through its Board of Commissioners, (hereinafter "County") with its principal office at 135 NE Hernando Avenue, Lake City, Florida 32055 and **CBRE, Inc.**, a Florida limited liability company (hereinafter "CBRE"), with its principal office at 225 Water Street, Suite 110, Jacksonville, FL 32204.

ARTICLE I

TERM

This Agreement shall be for a period of three (3) consecutive years beginning on June 1, 2023, unless terminated earlier as provided herein. At the end of the initial term, this Agreement may be renewed on an annual basis for two additional one- year terms at County's sole discretion, based on continued satisfactory performance by CBRE.

ARTICLE II

SCOPE OF SERVICES

1. Appraiser

CBRE will conduct Appraisal Consultant Services in conformity within RFP 2023-K and County Purchasing Policies Section 302 related to acquisition of real property.

2. Appraisal Consultant Services

- a. From time to time during the term of this Agreement, the County may need to purchase real property for right-of-way purposes or for other specific property needs;
- b. Each individual property assignment shall be the subject of a supplement to this Agreement, and shall be designated "Task Order No. _____", the "number" being in accordance with the sequence in which the assignments are made. Task orders issued by the County shall include a legal description of the property, address, (if applicable), deadline for receipt of appraisal and such other information deemed necessary by the County; and
- c. Appraiser to complete appraisal report in accordance with RFP 2023-K.

ARTICLE III

COMPENSATION

1. Appraiser/Firm shall be paid at the Hourly Rates as shown on Exhibit "A".

2. The compensation shall be due and payable upon receipt of an acceptable invoice. Compensation for Appraisal Services shall be paid at the rates specified; if Appraiser/Firm inexcusably fails to complete Task Orders within a mutually agreed upon time payment shall result in liquidated damages for delay and not as a penalty, an amount calculated at the rate of one (1%) of the work/purchase order price per calendar day for the first seven (7) day, and then two (2%) for each day thereafter for failure to meet the required date of completion.

ARTICLE IV

STANDARD OF CARE

CBRE shall perform the services outlined under Article II of this Agreement consistent with that degree of care and skill ordinarily exercised by members of the same profession currently

practicing under similar conditions (the "Standard of Care") and consistent with said Standard of Care, and as more specifically established in subsequent Task Orders in a timely manner consistent with the assignment schedules as mutually agreed upon by the County and CBRE commencing upon written authorization by the County to proceed with the assignment and appraisal of the property.

ARTICLE V CHANGES IN THE TASK ORDER

County shall have the right at any time during the progress of a particular Task Order to increase or decrease the properties to be appraised.

ARTICLE VI TERMINATION

The provisions of this Agreement may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

1. In the event the County causes abandonment, termination, or suspension of this Agreement or any Task Order(s) hereunder, CBRE shall be compensated for reasonable associated costs incurred in the appraisal of the property up to the time of such termination.
2. In the event CBRE terminates this contract without cause, the County shall have full authority to appropriate or use all data prepared or obtained under a specific Task Order under this Agreement and may enter into an agreement with others for the completion of the work under this agreement. All costs and damages incurred by the County because of such termination by CBRE, including any additional commission expense to others incurred to complete task order work under this agreement shall be charged to CBRE. In the event, the commission expense so incurred by the County is less than the sum which would have been payable to CBRE it had completed the task order, CBRE shall NOT receive the difference. In case the commission expense exceeds the sum, which would have been payable under the contract, then CBRE shall be liable to pay the County such excess.

ARTICLE VII ACCESS TO RECORDS/PUBLIC RECORDS

The County and any duly authorized representative shall have access to any books, documents, papers and records of CBRE which are directly pertinent to a specific property or Task Order under this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. Further, CBRE understands that the public shall have access, at all reasonable times, to all documents and information pertaining to County contracts, subject to the provisions and limitations of Chapter 119, Florida Statutes, and agrees to allow access by the County and the public to all documents subject to disclosure as prescribed under applicable law except to those documents properly marked by CBRE as privileged and confidential. CBRE shall maintain all contract or task order records for five (5) years after the termination of this agreement whether by expiration or other termination or and after all other pending matters are closed, whichever is later.

Pursuant to Florida Statutes section 119.0701, CBRE agrees:

- a. To keep and maintain public records required by the County to perform the services herein;
- b. Upon request from the County's custodian of public records, provide the County with a copy of any requested records or allow the records to be inspected or copied within

- a reasonable time at a cost that does not exceed the cost provided by Florida law;
- c. To ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CBRE does not transfer the records to the County; and
 - d. Upon completion of the contract, to transfer, at no cost to the County all public records in possession of CBRE or keep and maintain public records required by the County to perform the service. If CBRE transfers all public records to the County upon completion of the contract, then CBRE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CBRE keeps and maintains public records upon completion of the contract, CBRE shall meet all applicable requirements for retaining such public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-758-1326, bccadmin@columbiacountyfla.com.

ARTICLE VIII

NO THIRD-PARTY RIGHTS

This Agreement shall not create any rights or benefits to parties other than the County and CBRE. No third party shall have the right to rely on CBRE's opinions rendered in connection with the Services without the written consent of CBRE and the County and the third party's agreement to be bound to the same conditions and limitations as the County.

ARTICLE IX

INDEMNIFICATION

CBRE shall indemnify County for any damage, injury or loss claimed by a third-party claimant to the extent caused by the negligence, or willful misconduct of CBRE, its employees, agents and cooperating brokers. In no event shall the County waive any defense of sovereign immunity available to it under any law or statute.

ARTICLE X

APPLICABLE LAW AND VENUE

In the event that any action or proceeding is brought to enforce the terms of this Agreement, Florida law shall apply. The parties agree that venue shall only be proper in the state court of appropriate jurisdiction located in Columbia County, Florida, and the prevailing party shall be entitled to recover the cost of the action, including reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on this 18th day of May, 2023.

ATTEST

By: _____

James M. Swisher Jr.
Clerk of Court

**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____

Rocky Ford, Chairman

CBRE, Inc.

By: _____

Name , Title

Nick Chop, Director

Approved By: _____

County Attorney

EXHIBIT A


PROPOSED FEE SCHEDULE

**RFP 2023-K
APPRAISAL CONSULTANT SERVICES
PROPOSED FEE SCHEDULE**

1. Principal Appraiser ----- \$ 275.00 per hour
2. Associate Appraiser ----- \$ 200.00 per hour
3. Staff Appraiser ----- \$ 150.00 per hour
4. Administration ----- \$ 80.00 per hour
5. Researcher ----- \$ 80.00 per hour

Proposer/Firm Name CBRE, Inc.

Contact Name Nick Chop, MAI, R/W-AC

Signature 

Email address nick.chop@cbre.com

Date 04/06/2023