REQUEST FOR PROPOSALS

21. Award RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects to The Triece Company, Debary, (Estimated $100,000.00 per year).

RFP-4250-05/AJR will provide Seminole County with a professional property acquisition consultant to provide support services to complete property acquisition along the recreational trails throughout the County. The consultant will be responsible for assembling all professional experts necessary to complete the acquisition process.

The project was publicly advertised and the County received six (6) submittals:

- American Acquisition Group, LLC, Tampa;
- Clayton, Roper & Marshall, Altamonte Springs;
- HDR Acquisition Services, Inc., Tampa;
- Interstate Acquisition Services, Inc., Clermont;
- PARARA Services, Inc., Deland;
- The Triece Company, Debary.

The Evaluation Committee comprised of Mark Gisclar, Major Projects Acquisition Coordinator; Lenor Bromberg, P.E., Engineering Special Projects; Bob Risner, Appraiser; Al Schwarz, Assistant County Attorney and Lynn Vouis, Assistant County Attorney, reviewed the proposals.

Consideration was given to the following criteria:

- Qualifications of the firm;
- Approach to the work;
- Hourly rate schedule.

The Evaluation Committee short-listed three (3) firms to interview:

- HDR Acquisition Services, Inc., Tampa;
- Interstate Acquisition Services, Inc., Clermont;
- The Triece Company, Debary.

Consideration was given to the following criteria:

- Approach to the work:
- Past Experience with Government Municipalities;
- Qualifications;
- Quality of Presentation.

The Evaluation Committee recommends that the Board award an agreement to The Triece Company of Debary. The Triece Company has shown excellent past performance for the County and is very familiar with the trail projects. The agreement will take effect upon execution and remain in effect for three (3) years and at the sole option of the County may be renewed for two (2) one (1) year periods.

The Consultant will be authorized to perform services under this agreement by written Work Orders issued and executed by the County and signed by the Consultant. The scope and dollar amount for each Work Order will be within the constraints of the Board approved project budget. The estimated contract value is $100,000.00 per year.

This is a budgeted project and funds are available in several project specific accounts. The County Attorney's Office and Fiscal Services/Purchasing and Contracts Division recommend that the Board award the project and authorize the Chairman to execute the agreement as prepared by the County Attorney's Office.

B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET

RFP NUMBER: RFP-4250-05/AJR

RFP TITLE: Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

DUE DATE: May 11, 2005, 2:00 P.M

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
American Acquisition Group LLC 5600 Mariner Street, Suite 104 Tampa, FL 33609 D. Wade Brown 813-287-8191 Phone 813-287-8272 Fax	Clayton, Roper & Marshall 246 North Westmonte Drive Altamonte Springs, FL 32714 Paul M. Roper, MAI,SRA 407-772-2200 ext 310 Phone 407-772-1340 Fax	HDR Acquisition Services, Inc. 2202 N. West Shore Blvd. #250 Tampa, FL 33607 Marilyn Jackson 813-282-2300 Phone 813-282-2458 Fax	Interstate Acquisition Services, Inc. 347 North U.S. Highway 27 Clermont, FL 34711 Charles J. Brannigan 352-394-0915 Phone 352-394-0917 Fax
RESPONSE -5-	**RESPONSE -6-**		
PARARA Services, Inc. 230 N. Woodland Blvd. #305 Deland, FL 32720 J.E. Hardman 386-736-6568 Phone 386-736-8476 Fax	The Triece Company PO Box 530598 DeBary, FL 32753-0598 Steven M. Triece 386-668-2553 Phone 386-668-2553Fax		

EVALUATION CONSIDERATIONS

Qualifications of the Firm (40%)
Approach to the Work (30%)
Hourly Rate Schedule (30%)

Tabulated by: (5/11/2005) D. Reed, Contracts Analyst (Posted 5/12/2005, 11:00 am)
Evaluation Meeting, May 27, 2005 at 10 am, Reflections, Wekiva Room, 520 West Lake Mary Blvd, Sanford, FL
Presentations, ~~June 10, 2005~~ 8:30 am, est, Reflections, Lake Jesup Room, 520 West Lake Mary Blvd., Sanford, FL , Rescheduled to June 20, 2005.

Short-listed Firms: HDR Acquisition Services, Inc. 8:30 am
Interstate Acquisition Services, Inc. 9:05 am
The Triece Company 9:40 am

Presentation Criteria: Past Experience with Government Municipalities (25%)
Approach to Work (25%)
Qualifications (25%)
Quality of Presentation (25%)

Recommendation of Award: The Triece Company, DeBary.
BCC Date: July 26, 2005

PRESENTATION RANKINGS
RFP-4250-05/AJR - ACQUISITION SERVICES FOR RECREATIONAL TRAIL PROJECTS

	M. Gisclar	L. Bromberg	B. Risner	A. Schwartz	L. Vouis	TOTAL POINTS	RANKING
HDR ACQUISITION SERVICES, INC.	2	2	3	2	2	11	2
INTERSTATE ACQUISITION SERVICES, INC.	3	3	2	3	3	14	3
THE TRIECE COMPANY	1	1	1	1	1	5	1

The Committee recommends that the Board approve the top ranked firm of The Triece Company for this contract.
DATE: June 20, 2005

Mark Gisclar

Lenor Bromberg

Bob Risner

Al Schwartz

Lynn Vouis

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: American Acquisition Group LLC

QUALIFICATION COMMITTEE MEMBER: Mark Gisclar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

EXCELLANT STAFF - COULD EASILY HANDLE NUMEROUS PROJECTS @ ONCE.

Score 40 (0-40)

Criteria: Approach to the work 30%

NARRATIVE NEVER DISCUSSES RECREATIONAL TRAIL EASEMENTS, WHICH ARE WHAT THESE FUTURE PROJECT PARCELS ARE. — STANDARD OFF-THE-SHELF TEXT... SHOULD HAVE BEEN TWEAKED.

Score 20 (0-30)

Criteria: Hourly Rate Schedule 30%

STAFF AVG. ~ $120.21 per Hr.

Score ~~30~~ 26 (0-30) MDG 5-24-0

Total Score ~~90~~ 86 (0-100) MDG 5-24-0

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Mark Gisclar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

INTERESTING FIRM... MAINLY AN APPRAISAL FIRM, BUT OBVIOUSLY COULD ACQUIRE ANY PARCELS REQUIRED FOR THIS PROJECT. AS COMPARED TO THE FIELD OF SUBMITTALS... CRM NEEDS ADDITIONAL REAL ESTATE BROKERS FOR COMPLETING ACQUISITION SERVICES.

Score 30 (0-40)

Criteria: Approach to the work 30%

CLEVER APPROACH... POSSIBLY COMBINE ACQ SERVICES W/ APPRAISAL SERVICES... INTERESTING IN THAT THE % SUCCESS RATIO COULD BE EXTREMELY HIGH...

Score 25 (0-30) MDG 5-24-05

Criteria: Hourly Rate Schedule 30%

STAFF AVG. ~ $108.75/HR.

Score 25 (0-30) MDG 5-24-05

Total Score 80 (0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Mark Gisclar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

EXCELLENT STAFF. VERY IMPRESSIVE SUBMITTAL.

Score 40
(0-40)

Criteria: Approach to the work 30%

CLEARLY UNDERSTANDS THE COUNTY'S NEEDS & THE TYPE OF ACQ. SERVICES REQUIRED TO OBTAIN RECREATIONAL TRAIL EASEMENTS.

Score 30
(0-30)

Criteria: Hourly Rate Schedule 30%

STAFF AVG. ~ $93.80/Hr.

Score 30
(0-30)

Total Score 100
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Interstate Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Mark Gisclar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

SUBMITTAL PKG. IS IMPRESSIVE & CLEARLY DEMONSTRATES THAT IAS CAN HANDLE ANY PROJECT IF CHOSEN/SELECTED BY THE COUNTY, AS RELATED TO ACQUISITION SERVICES.

Score 40 (0-40)

Criteria: Approach to the work 30%

DOESN'T ENGAGE THE READER W/ ANYTHING ABOUT RECREATIONAL TRAIL EASEMENTS. — STANDARD OFF-THE-SHELF TEXT, WHICH SHOULD HAVE BEEN TWEEKED..

Score 20 (0-30)

Criteria: Hourly Rate Schedule 30%

STAFF AVG. ~ $59.95

Score 30 (0-30)

Total Score 90 (0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: PARARA Services, Inc

QUALIFICATION COMMITTEE MEMBER: Mark Gisclar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

FIRM IS QUALIFIED.

Score 35
(0-40)

Criteria: Approach to the work 30%

NARRATIVE NEVER ENGAGES THE READER ABOUT OBTAINING RECREATIONAL TRAIL EASEMENTS. OBVIOUSLY OFF-THE-SHELF TEXT... WHICH SHOULD HAVE BEEN TWEAKED.

Score 20
(0-30)

Criteria: Hourly Rate Schedule 30%

STAFF AVG. ~ $103.60/hr.

Score 30 MDG 5-24-0
(0-30)

Total Score 85 MDG 5-24-0
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Triece Company

QUALIFICATION COMMITTEE MEMBER: Mark Gisclar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

UNIQUELY QUALIFIED INDIVIDUAL

Score 40
(0-40)

Criteria: Approach to the work 30%

UNDERSTANDS EXACTLY WHAT THE COUNTY REQUIRES...

Score 30
(0-30)

Criteria: Hourly Rate Schedule 30%

$100.00 per Hr.

Score ~~30~~ 27 MDG 5-24-0
(0-30)

Total Score ~~100~~ 97 MDG 5-24
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: American Acquisition Group LLC

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

good depth of exp. – Long list of projects – no dates – about the acquisition related; org. chart –; good size staff – location could be problem (Tampa) but have regional/local exp. and note field office option.

Score 36 (0-40)

Criteria: Approach to the work 30%

Detailed list of functions. Not trail specific; no innovation, no listing of current or projected workload; no man-hour graph does discuss QA/QC and scheduling importance.

Score 20 (0-30)

Criteria: Hourly Rate Schedule 30%

high? esp. if coming from Tampa. 41-172

Score 28 (0-30)

Total Score 84 (0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Appraisers NOT Acquisition Agents

Score 0
(0-40)

Criteria: Approach to the work 30%

Assist in property acquisition
Appraisal Services

Score 0
(0-30)

Criteria: Hourly Rate Schedule 30%

fees for appraisers 60-150

Score 5
(0-30)

Total Score 5
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Good depth of exp. - no trail work - Very good firm & individual qualifications; Staff roles identified w/ ref. to relevant exp. Tampa location, but do have local office.

Score 35
(0-40)

Criteria: Approach to the work 30%

Excellent desc. of approach - covers project management, tech. plan, coord.; QA/QC - Several interesting innovative ideas w/ possible cost savings. - efficient approach - timely Availability good - listed workload & ind. graph - Project Wise - nice!

Score 30
(0-30)

Criteria: Hourly Rate Schedule 30%

hourly rate schedule included for personnel no indication if reimb. incl. or if location a factor. 40-145

Score 28
(0-30)

Total Score 93
(0-100)

2

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Interstate Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

good experience - no trail - most is out-of-state; PM has FDOT exp. - and some other staff.; roles are well identified - PM has most FL exp.; location in Clermont; but may establish a field office

corp. cert. not incl
signed Addenda now incl.

Score 34
(0-40)

Criteria: Approach to the work 30%

good detail - is not trail specific; no notable innovative ideas on methods/cost savings; electronic delivery interesting - cost savings? good understanding of reqd services; list one current project for PM; man-hour graph incl as well as sample 17-mo schedule & acq Report

Score 28
(0-30)

Criteria: Hourly Rate Schedule 30%

Rate schedule incl - much lower $ than others. 31-79

Score 30
(0-30)

Total Score 92
(0-100)

3

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: PARARA Services, Inc

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

good local exp.! nothing trail specific but has Sem. Co. exp.
good coverage of roles of staff on prev. projects
well rounded staff - no cert. incl.
Deland location w/ other FL offices for support

Score 38
(0-40)

Criteria: Approach to the work 30%

Very good and detailed - not trail specific - but activities/methods well defined; innovation OK, but not outstanding - excellent understanding of req'd services - does mention opt. of donation; workload heavy now but closing out soon; incl. man-hour graph.

Score ~~28~~ 24
(0-30)

Criteria: Hourly Rate Schedule 30%

rate schedule incl - no indication of incl of reimb.
38-700 (110)

Score 28
(0-30)

Total Score ~~94~~ 90
(0-100)

1

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Triece Company

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

good list of project exp - but no dates, # parcels or contacts - Rej's incl separately; brief resume & cert. incl.; only 1 person Debary location.

Score 34
(0-40)

- State cert. not incl.
- Addenda not signed & incl.

Criteria: Approach to the work 30%

vague - ref's trail exp on CST but not listed in exp. section no innovative ideas/methods mentioned; one-man show available?!? no workload listed - no graph of availability - brief discussion on coord.

Score 20
(0-30)

Criteria: Hourly Rate Schedule 30%

rate incl. - hrly rate applies to travel time, meeting time & site visit time. 100
reimb additional.

Score 28
(0-30)

Total Score 82
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: American Acquisition Group LLC

QUALIFICATION COMMITTEE MEMBER: Lynn Davis

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Seem very qualified as to projects and amount of experience

Score 35
(0-40)

Criteria: Approach to the work 30%

good, thourough approach to project.

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

Second most expensive hourly rate

Score 23
(0-30)

Total Score 83
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Lynn Varis

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

seems to apply more to appraisal services... although it is true that many of the skills of a good appraiser can be applied to acquisition.

Score 25
(0-40)

Criteria: Approach to the work 30%

seems to apply more to appraisal services...

Score 15
(0-30)

Criteria: Hourly Rate Schedule 30%

at $150.00 per hour, they are in the middle of the group as to their hourly rates.

Score 25
(0-30)

Total Score 65
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Lynn Davis

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

HDR is obviously very qualified to perform all work necessary on this project. They have staff with various areas of expertise that would be a definate asset.

Score 39
(0-40)

Criteria: Approach to the work 30%

I think HDR presented some really good, innovative ideas, like the donation approach w/ the plaques. Also important point is acquisition agent accompanying appraiser on initial property inspections.

Score 29
(0-30)

Criteria: Hourly Rate Schedule 30%

HDR's hourly rates are at the midpoint of the applicants.

Score 26
(0-30)

Total Score 94
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Interstate Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Lynn Louis

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

IAS seems extremely qualified in acquisition. Most of their experience is in Pennsylvania, however. Like the use of access program for data organization.

Score 38
(0-40)

Criteria: Approach to the work 30%

Approach would be great for a project with a large amount of parcels to acquire at same time, but won't be practical to dedicate someone 100% for project with sporadic, ongoing parcel acquisition.

Score 22
(0-30)

Criteria: Hourly Rate Schedule 30%

Lowest hourly rate of group.

Score 30
(0-30)

Total Score 90
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: PARARA Services, Inc

QUALIFICATION COMMITTEE MEMBER: _____

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Staff has alot of acquisition experience, including Seminole County.

Score 35
(0-40)

Criteria: Approach to the work 30%

Good approach to project, similar to past projects

Score 27
(0-30)

Criteria: Hourly Rate Schedule 30%

Most expensive hourly rate

Score 20
(0-30)

Total Score 82
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Triece Company

QUALIFICATION COMMITTEE MEMBER: _____

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Triece Co has the most relevant experience – he knows Seminole County, and has a proven track record of success here.

Score 40
(0-40)

Criteria: Approach to the work 30%

Triece Co.'s approach to the work is direct, to the point and reflects his understanding of the process. Based on past experience, his approach to each parcel is very involved. He is a problem solver.

Score 30
(0-30)

Criteria: Hourly Rate Schedule 30%

Second lowest hourly rate at $100.00 per hour.

Score 29
(0-30)

Total Score 99
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Rosner

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Very well qualified good project experience

Score 40
(0-40)

Criteria: Approach to the work 30%

Excellent Approach Analysis

Score 30
(0-30)

Criteria: Hourly Rate Schedule 30%

Score 25
(0-30)

Total Score 95
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: American Acquisition Group LLC

QUALIFICATION COMMITTEE MEMBER: [illegible]

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Good project experience

Score 36
(0-40)

Criteria: Approach to the work 30%

Good Approach to work analysis

Score 27
(0-30)

Criteria: Hourly Rate Schedule 30%

Score 25
(0-30)

Total Score 88
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: PARARA Services, Inc

QUALIFICATION COMMITTEE MEMBER: Rishar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Good experience in Similar Co.

Score 37
(0-40)

Criteria: Approach to the work 30%

Good Approach to work analysis

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

high rates

Score 20
(0-30)

Total Score 82
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Interstate Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Risner

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Most experience is in Pennsylvania

Score 30
(0-40)

Criteria: Approach to the work 30%

Adequate Approach to work

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

Score 28
(0-30)

Total Score 83
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Risner

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Appreciate firm Experience may be limited but
could be effective

Score 30
(0-40)

Criteria: Approach to the work 30%

Appreciate background would actually help in
acquisition

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

Score 25
(0-30)

Total Score 80
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Triece Company

QUALIFICATION COMMITTEE MEMBER: Risher

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Excellent experience / qualifications knows Seminole County extremely well

Score 40 (0-40)

Criteria: Approach to the work 30%

Excellent approach. Excellent experience last project with Seminole County

Score 30 (0-30)

Criteria: Hourly Rate Schedule 30%

Score 28 (0-30)

Total Score 98 (0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: American Acquisition Group LLC

QUALIFICATION COMMITTEE MEMBER: A. Schwarz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Multiple parcels in FL, FL Broker, not clear how much work done in Seminole County in substantial trail work

Score 34
(0-40)

Criteria: Approach to the work 30%

Quality assurance plan & review, reviewing maps & descriptions, discussion regarding

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

$171, $152, $135, $111, $87, $61

Score 22
(0-30)

Total Score 81
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Al Schwartz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Performed several appraisal projects in Seminole Co, Brown & MAI, familiar with values in Seminole Co.

Score 25
(0-40)

Criteria: Approach to the work 30%

Special Projects Director (SPD), sales work, in-house database, sketches, appraisals

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

$150/$125/$100/$60

Score 24
(0-30)

Total Score 74
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Al Schwarz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

As a business has done work in FL, not clear as how much work done in Seminole County or Texas handled multiple parcels, FL BROKER.

Score 31
(0-40)

Criteria: Approach to the work 30%

Responsive, review title data innovative approaches sought project wise electronic file management, use of different agent

Score 27
(0-30)

Criteria: Hourly Rate Schedule 30%

$145 / $110 / $100 / $74 / $40

Score 24
(0-30)

Total Score 82
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Interstate Acquisition Services, Inc

QUALIFICATION COMMITTEE MEMBER: Al Schwartz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

FL Broker, individuals have done some work w/ FDOT, IAS as a company has worked in Pennsylvania, etc. handles multiple parcels, not clear how much trail work done. Co. has more in Seminole Co.

Score 25
(0-40)

Criteria: Approach to the work 30%

Quality Assurance (QA) plan, weekly status reports, file audits, cost benefit analysis, parcel track. database, multiple people working for a project manager

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

$ 72/62/54/31/79, low overhead at 82.053%

Score 29
(0-30)

Total Score 79
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: PARARA Services, Inc

QUALIFICATION COMMITTEE MEMBER: Al Schwartz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

FL Brown, done work in Seminole co. - project - Lake Emma, multiple parcel acquisitions + ELMB 11, not clear how much trail work

Score 36
(0-40)

Criteria: Approach to the work 30%

Discussed subordinations, for utilities review title, survey, Quality Assurance

Score 28
(0-30)

Criteria: Hourly Rate Schedule 30%

$200, $110, $85, $85, $38

Score 22
(0-30)

Total Score 86
(0-100)

RFP-4250-05/AJR – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Triece Company

QUALIFICATION COMMITTEE MEMBER: Al Salwan

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Qualifications of the firm 40%

Has worked on trail work directly in Seminole Co. has done several multiple parcel projects in Seminole Co., FL Broker, specifically involved on Cross Seminole Trail

Score 39
(0-40)

Criteria: Approach to the work 30%

Constant contact, emails brokers opinions, supply title review, one person solely dedicated to the project

Score 25
(0-30)

Criteria: Hourly Rate Schedule 30%

$100 hour, simple to follow

Score 28
(0-30)

Total Score 92
(0-100)

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Triece

QUALIFICATION COMMITTEE MEMBER: Lynn Vouis

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Very hands on approach – I trust Steve

Score 100
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

lots of experience

Score 100
(100-0)

Criteria: Qualifications (25%)

The most qualified for Sem County

Score 100
(100-0)

Criteria: Quality of Presentation (25%)

low-tech, but right on point

Score 100
(100-0)

TOTAL SCORE (100 Points) 100

RANKING 1

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Lynn Louis

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

some great ideas – shows they thought about this particular project. would be better suited to a larger road project

Score 100
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

Score 100
(100-0)

Criteria: Qualifications (25%)

very qualified

Score 100
(100-0)

Criteria: Quality of Presentation (25%)

1 pt off for spelling Mark's name wrong! Really though, great job as usual. I look forward to working with you either now, or in the future.

Score 99
(100-0)

TOTAL SCORE (100 Points) 99

RANKING 2

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: IAS

QUALIFICATION COMMITTEE MEMBER: Lynn Vouis

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Parcel file should "tell a story" – good, since they so often don't.

Score 97 (100-0)

Criteria: Past Experience with Government Municipalities (25%)

lots of row experience w/ gov'nt agencies.

Score 95 (100-0)

Criteria: Qualifications (25%)

computer/database experience
very good support documents provided to client

Score 98 (100-0)

Criteria: Quality of Presentation (25%)

good presentation
encourage them to apply for a traditional road project

Score 98 (100-0)

TOTAL SCORE (100 Points) 97

RANKING 3

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Star Trans

QUALIFICATION COMMITTEE MEMBER: RR Rich

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Excellent

Score 100
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

[illegible]

Score 100
(100-0)

Criteria: Qualifications (25%)

Excellent [illegible]

Score 100
(100-0)

Criteria: Quality of Presentation (25%)

Excellent

Score 100
(100-0)

TOTAL SCORE (100 Points) 400

RANKING _____

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: IAS

QUALIFICATION COMMITTEE MEMBER: RR Risner

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Excellent [illegible] [illegible] [illegible] [illegible] [illegible]

Score 100
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

Good experience

Score 95
(100-0)

Criteria: Qualifications (25%)

Very Good

Score 99
(100-0)

Criteria: Quality of Presentation (25%)

Very good

Score 98
(100-0)

TOTAL SCORE (100 Points) 392

RANKING

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: RR Risner

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Good

Score 95
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

Excellent track record

Score 100
(100-0)

Criteria: Qualifications (25%)

Excellent qualifications have done sublimum [illegible]

Score 100
(100-0)

Criteria: Quality of Presentation (25%)

Good

Score 95
(100-0)

TOTAL SCORE (100 Points) 390

RANKING

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Mark Giscular

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Excellent- Clearly understands interests of County... Donation Approach...

Score 100
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

Extensive...

Score 100
(100-0)

Criteria: Qualifications (25%)

Over Qualified...

Score 100
(100-0)

Criteria: Quality of Presentation (25%)

Excellent w/ a few awkward moments. PowerPt. @ times was @ odds w/ oral presentation...

Score 95
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: INTERSTATE ACQ. SERVICES, INC.

QUALIFICATION COMMITTEE MEMBER: _____

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

GEARED TO ROW FOR HIGHWAY... EXTENSIVE DISCUSSION OF COSTS RELATED TO LARGE ROAD PROJECTS...

Score 90
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

EXTENSIVE ... FLORIDA AND OTHER STATES, INCLUDING FED. GOV.

Score 100
(100-0)

Criteria: Qualifications (25%)

FIRM COULD HANDLE ANY PROJECT COUNTY REQUESTED OF THEM.

Score 100
(100-0)

Criteria: Quality of Presentation (25%)

NICE, PROFESSIONAL PRESENTATION W/ JUST A LITTLE EMPHASIS ON LARGE ROW PROJECTS... NEEDED TO TALK MORE ABOUT TRAIL ACQUISITION

TOO MUCH

Score 95
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: TRIECE CO.

QUALIFICATION COMMITTEE MEMBER: MARK GISCLAR

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

CLEARLY UNDERSTANDS INTERESTS OF COUNTY...

Score 100
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

EXTENSIVE

Score 100
(100-0)

Criteria: Qualifications (25%)

SECOND TO NONE – ACTUALLY BEGAN & PART OF ORIGINAL CREATION/VISION OF SEN. CO. TRAIL SYSTEM.

Score 100
(100-0)

Criteria: Quality of Presentation (25%)

INFORMAL APPROACH BUT SUPERIOR TO BOTH POWER PT. PRESENTATIONS PROVIDED BY OTHER TWO FIRMS.

Score 100
(100-0)

TOTAL SCORE (100 Points) _____

RANKING _____

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR Acquisition Services Inc

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Very good - Strategize - QA/QC - get started early - show success w/exp; - utilize 2nd agent if "re-do"

Score 95 (100-0) 23.75

Criteria: Past Experience with Government Municipalities (25%)

no Seminole but have City of Oviedo & many other municipalities

Score ~~90~~ 95 (100-0) 23.75

Criteria: Qualifications (25%)

Very good - no trail - but has plenty of easement exp - subterranean!!

Score 95 (100-0) 23.75

Criteria: Quality of Presentation (25%)

Excellent - very polished and well prepared! covered everything appropriately

Score 100 (100-0) 25

TOTAL SCORE (100 Points) 96.25

RANKING 2

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Interstate Acquisition Services

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Access/Crystal - forms; cost/benefit analysis; settlement justification

Score 95 (100-0) 23.75

Criteria: Past Experience with Government Municipalities (25%)

mostly PADOT, some city/county

Score 90 (100-0) 22.5

Criteria: Qualifications (25%)

Very good - some Rails-to-Trails in Penn. Adding local

Score 95 (100-0) 23.75

Criteria: Quality of Presentation (25%)

Very good - good coverage and comfort level.

Score 95 (100-0) 23.75

TOTAL SCORE (100 Points) 93.75

RANKING 3

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Tricce Company

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

flexible, understanding of trail program

Score 100 (100-0) 25

Criteria: Past Experience with Government Municipalities (25%)

Seminole County - past employee
FDOT - Appraisal/Acq training
County/City exp.

Score 100 (100-0) 25

Criteria: Qualifications (25%)

SWT; CST - CAD & Planning
general acq. services, utilities.
Appraiser & Acq. Agent experience/training - Acq. practice only.

Score 100 (100-0) 25

Criteria: Quality of Presentation (25%)

Casual - very well spoken. - covered most points.

Score 90 (100-0) 22.5

TOTAL SCORE (100 Points) 97.5

RANKING 1

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: TRIECE Co.

QUALIFICATION COMMITTEE MEMBER: Al Schwarz

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

Secured subcontractor agreement, direct contact with county, contacts with utilities, has worked with them

Score 98
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

Done work in Seminole Co, done multi-year projects in Seminole Co. & FL, done significant trail work

Score 96
(100-0)

Criteria: Qualifications (25%)

Done trail work in Seminole Co, studied Apopka, work utilities & commercial properties

Score 95
(100-0)

Criteria: Quality of Presentation (25%)

Knew exact complications & issues affecting the trail, good discussion regarding previous work & experience

Score 95
(100-0)

TOTAL SCORE (100 Points) 384

RANKING _____

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: HDR

QUALIFICATION COMMITTEE MEMBER: Al Schwarz

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

has capability to have multiple agents to review property, surveyor, utility individuals on staff

Score 97
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

multi-parcel work, several counties in FL, good review of work

Score 95
(100-0)

Criteria: Qualifications (25%)

performed work for [illegible] in nearby counties, members have several years experience

Score 93
(100-0)

Criteria: Quality of Presentation (25%)

addressed all the issues, brought good ideas to the table, good idea – sent someone to look at trail

Score 96
(100-0)

TOTAL SCORE (100 Points) 381

RANKING

RFP-4250-05/AJR – Miscellaneous Parcels – Acquisition Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: IAS

QUALIFICATION COMMITTEE MEMBER: Al Schwartz

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work (25%)

has a good DATABASE approach, do a lot of work at the front end - reviewing title, etc.

Score 95
(100-0)

Criteria: Past Experience with Government Municipalities (25%)

has agents done work in FL, done trail work in PA

Score 94
(100-0)

Criteria: Qualifications (25%)

several years of experience, multiple parcels, trail work in PA

Score 92
(100-0)

Criteria: Quality of Presentation (25%)

good presentation, addressed the issues,

Score 96
(100-0)

TOTAL SCORE (100 Points) 377

RANKING

ACQUISITION SERVICES AGREEMENT (RFP-4250-05/AJR)
PARCELS FOR RECREATIONAL TRAIL PROJECTS

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **THE TRIECE COMPANY**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 530598, DeBary, Florida 32753-0598, hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to provide acquisition services for miscellaneous parcels for recreational trail projects in Seminole County; and

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

WHEREAS, the CONSULTANT is competent and qualified to furnish acquisition services to the 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, the COUNTY and the CONSULTANT agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the 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 Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work 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 Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONSULTANT. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONSULTANT will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONSULTANT shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES. If a Work 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 Work Order. Reimbursable expenses may include actual expenditures made by the CONSULTANT, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

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

SECTION 7. PAYMENT AND BILLING.

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

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

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

(d) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work 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. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the 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. The COUNTY shall pay the CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for

retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Seminole 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 the CONSULTANT.

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONSULTANT may invoice

the 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 the COUNTY. The COUNTY shall pay the CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the 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 the 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 the CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences 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 the 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 the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 9. RESPONSIBILITIES OF THE CONSULTANT.

(a) The 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 the CONSULTANT under this Agreement. The 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 the 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 the CONSULTANT shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the 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 the CONSULTANT'S services or have been created during the course of the CONSULTANT'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONSULTANT.

SECTION 11. TERMINATION.

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

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

(2) deliver to the 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 the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the 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, the 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 the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONSULTANT; provided, however, that the 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 the COUNTY in either it's 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 the CONSULTANT.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the 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 the 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 WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The 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. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona

fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the 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) The 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 the COUNTY.

(b) The 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, the 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 the 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, the CONSULTANT must first secure the prior express written approval of the 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. The CONSULTANT agrees to hold harmless, replace, and indemnify the 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 the CONSULTANT, whether caused by the CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. The CONSULTANT shall at the CONSULTANT'S own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the 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). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the 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 the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expira-

tion 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, the CONSULTANT shall, at the option of the 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 the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including CONSULTANT 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: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the 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 the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'S 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 the 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) The CONSULTANT'S insurance shall cover the 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. The 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 the 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) The CONSULTANT'S insurance shall cover the 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 the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
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. The CONSULTANT shall carry 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 the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the 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 either be on an occurrence basis, or, 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 the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE 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 protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and

payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," 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 the COUNTY protest procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest 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 THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONSULTANT, shall designate in writing and shall advise the 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 the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of the CONSULTANT who are authorized to act in behalf of and bind the CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the 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 the CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The 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 the 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 the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the 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, the 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the 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, with return receipt requested, addressed to the party for whom it is intended at the place last specified and 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, FL 32771

For CONSULTANT:

The Triece Company
P.O. Box 530598
DeBary, FL 32753-0598

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

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

ATTEST:

_____
Secretary

(CORPORATE SEAL)

THE TRIECE COMPANY

By:_____
STEVEN M. TRIECE, President

Date:_____

ATTEST:

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

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

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

AC/lpk
6/22/05
rfp-4250

3 Attachments:
Exhibit "A" - Scope of Services
Exhibit "B" - Sample Work Order
Exhibit "C" - Rate Schedule
Exhibit "D" - Truth in Negotiations Certificate

EXHIBIT – A

RFQ – ACQUISITION SERVICES

MISC. PARCELS – RECREATIONAL TRAIL

<u>SCOPE OF SERVICES</u>: Professional property acquisition consultant shall provide support services to the County to complete property acquisition of permanent Recreational Trails parcels, (to be identified in the future), located throughout the County's trail network. Consultant shall have experience in, but not limited to, complex property acquisition negotiations, purchase agreement preparation, settlement justification narrative preparation, suit package preparation, and eminent domain proceedings.

Exhibit "B"

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____DOLLARS ($_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
(Company Name)

_____
, Secretary

By: _____
, President

(CORPORATE SEAL)

Date:_____

--------- ********** --------- ********** --------- ********** --------- ********** ---------

ATTEST:

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

For use and reliance of Seminole County only.
Approved as to Form and legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

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

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

EXHIBIT C

4. HOURLY RATE/FEE SCHEDULE:

Hourly Fee of $ 100.00 per hour for all time worked including travel to meetings and site visits, billed in increments of no less than . 25 hour.

**Travel required by client outside of Seminole/Orange & Volusia Counties shall be pre-approved by the client and reimbursed at the pre-approved amounts. International telephone calls and domestic/international delivery service (UPS/FEDEX) shall be additional reimburseables as pre-approved by the client.

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 (as defined in section 287.055 of the Florida Statues (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-_____-_____* are accurate, complete, and current as of _____(Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)