


MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Joseph L. Passiatore, General Counsel

DATE: February 25, 2016

SUBJECT: Pinel & Carpenter, Inc. - Contract No. 000986
Addendum No. 4

Recommendation for approval is sought for the Central Florida Expressway Authority (CFX) Board for the attached Addendum to the Agreement for Appraisal Services by Pinel & Carpenter, Inc. ("Appraiser") to perform appraisal services and litigation support services for the Wekiva Parkway Project Parcels 197, 897, 230, 257 and 267.

BACKGROUND/DESCRIPTION

The Authority is currently engaged in pre-trial discovery with Project Orlando concerning the above referenced parcels. Special counsel estimates that a budget of \$80,000 will allow the Appraiser to prepare appraisal reports for immediate use at trial, as well as provide litigation support services including testimony under oath as an expert witness for all parcels.

The CFX Right of Way Committee has approved the funding amount.

REQUESTED ACTION

Approval of the terms of the Addendum No. 4 for Appraisal Services in the amount of \$80,000 to allow continuation of services by Pinel & Carpenter, Inc. related to anticipated litigation costs for the Wekiva Parkway Project is respectfully requested.

ATTACHMENT

Addendum No. 4 for Appraisal Services for Wekiva Parkway Parcels 197, 897, 230, 257 and 267.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 4

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 4 entered into this ___ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of \$80,000.00 to complete the required services for Parcel Nos. 197, 230, 257 and 267 as detailed in the scope of services.
2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

"All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) upset limit."

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.
4. The Authority and Appraiser agree that this Addendum No. 4 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 4; that acceptance of this Addendum No. 4 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.
5. This Addendum No. 4 is necessary to increase the compensation to the Appraiser to complete the services for Parcel Nos. 197, 230, 257 and 267.

ADDENDUM NO. 4

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: \$80,000.00

This Addendum No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____ (Seal)
(Secretary or Notary)

Approved as to form and execution, only.

General Counsel for the Authority

16 OCT 14 PM 1:01

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 3

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 3 entered into this 9th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the "Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of \$50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.
2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

"All payments made pursuant to this Agreement shall not exceed a total of One Hundred Ninety-Five Thousand Dollars (\$195,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Ninety-Five Thousand Dollars (\$195,000.00) upset limit."

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.
4. The Authority and Appraiser agree that this Addendum No. 3 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 3; that acceptance of this Addendum No. 3 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.
5. This Addendum No. 3 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 3

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: \$50,000.00

This Addendum No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

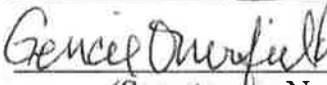
By: 
Director of Procurement

PINEL & CARPENTER, INC.

By: 

Print Name: Walter Carpenter

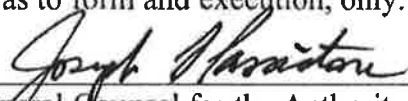
Title: President

Attest:  (Seal)
(Secretary or Notary)



GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2018
Bonded Thru Budget Notary Services

Approved as to form and execution, only.


General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 2

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 2 entered into this 17th day of March, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of \$50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.
2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

"All payments made pursuant to this Agreement shall not exceed a total of One Hundred Forty-Five Thousand Dollars (\$145,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Forty-Five Thousand Dollars (\$145,000.00) upset limit."
3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.
4. The Authority and Appraiser agree that this Addendum No. 2 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 2; that acceptance of this Addendum No. 2 signifies the Appraiser's complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.
5. This Addendum No. 2 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 2

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

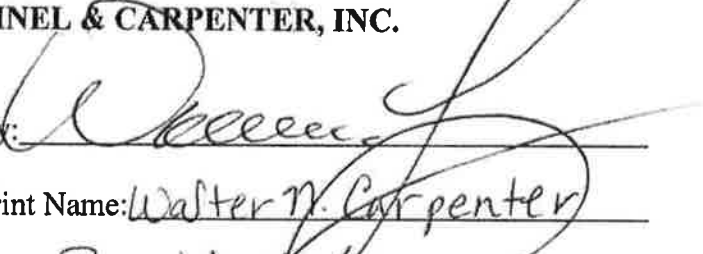
Amount of Changes to this document: \$50,000.00

This Addendum No. 2 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PINEL & CARPENTER, INC.

By: 

Print Name: Walter N. Carpenter

Title: President/Owner

Attest: Gencie Overfield (Seal)
(Secretary or Notary)

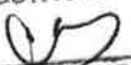


GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.


General Counsel for the Authority

RECEIVED
CONTRACTS DEPT

 3/25/14
SIGNATURE / DATE

229

1. The Authority wishes to add Parcel Nos. 230, 257 and 267 to the scope of services for the Agreement.
2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

“All payments made pursuant to this Agreement shall not exceed a total of Ninety-Five Thousand Dollars (\$95,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Ninety-Five Thousand Dollars (\$95,000.00) upset limit.”
3. The Appraiser hereby agrees to the addition of the new parcels and the new language in Article 3.6.
4. The Authority and Appraiser agree that this Addendum No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous addenda thereto, except insofar as the same is altered and amended by this Addendum No. 1; that acceptance of this Addendum No. 1 signifies the Appraiser’s complete and total claim for the terms and conditions of the same and that the Appraiser waives all future right for additional compensation which is not already defined herein.
5. This Addendum No. 1 is necessary to add new parcels to the scope of services and compensate the Appraiser for the additional services.

ADDENDUM NO. 1

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: \$45,000.00

This Addendum No. 1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PINEL & CARPENTER, INC.

By: 

Print Name: Walter N. Carpenter


Title: Owner / President

Attest: Gencie Overfield (Seal)
(Secretary or Notary)



GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.


General Counsel for the Authority

ORDER 10/01/27 BY 145

**AGREEMENT FOR APPRAISAL SERVICES
FOR PARCEL 197 LOCATED IN WEKIVA PARKWAY PROJECT 429-203**

THIS AGREEMENT is effective this ____ day of _____, 2013, by and between the Orlando-Orange County Expressway Authority ("Client"), whose business address is 4974 ORL Tower Road, Orlando, Florida 32807 and Pinel & Carpenter, Inc., ("Appraiser"), whose business address is 824 Highland Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, the Client's outside legal counsel, Lowndes, Drosdick, Doster, Kantor & Reed ("LDDKR"), in its capacity as outside legal counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement and Appraiser is one of the short listed appraisal firms eligible to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Appraisal Services

Phase I

The Appraiser agrees to perform a limited review of Integra Realty Resources – Orlando appraisal for Parcel 197 on the Wekiva Parkway Project #429-203 as it relates to sales. It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser, Walter N. Carpenter, and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a

different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser shall commence work on the limited review of appraisal report(s) immediately upon receipt of the appraisal for Parcel 197 performed by Integra Realty Resources-Orlando. Appraiser shall perform the work in the most expeditious manner and shall complete the limited review of appraisal report(s) within the timeframe established by LDDKR. Upon the request from LDDKR, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser.

The Appraiser shall consult with the LDDKR regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the reports or appraisals to be furnished under this Agreement.

Phase II

If directed by LDDKR, and subsequent to receipt of the Phase I summary of sales, Appraiser shall perform a complete appraisal for Parcel 197. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

1.2 Litigation Support Services

If requested by LDDKR, the Appraiser of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with LDDKR, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Subconsultants

The Appraiser shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as subconsultants in connection with the Appraiser's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Appraiser agrees to terminate promptly the services of any subconsultant and to replace promptly each such terminated subconsultant with a qualified firm or individual approved by the Client.

LDDKR shall have no liability or obligation to the subconsultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.4 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by LDDKR. The Appraiser has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.6 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.7 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Appraiser shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Appraiser to render its services hereunder.

1.8 Appraiser is not Client's Agent

The Appraiser is not authorized to act as LDDKR's agent and shall have no authority, expressed or implied, to act for or bind LDDKR. The Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached Exhibit A, or other negotiated flat fee, for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of the Phase I Appraisal Services is February 25, 2013. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by LDDKR.

2.2 The Due Date for the delivery of the Phase I report(s) is forty five (45) days from receipt of the Integra Realty appraisal. By executing this Agreement, the Appraiser acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser shall immediately notify LDDKR in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by LDDKR. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

2.5 The Due Date for Phase II services, if requested, shall be as agreed upon by the Appraiser and LDDKR.

ARTICLE 3- PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser.

3.2 Compensation Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for all satisfactorily performed services set forth in this Agreement, for the parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**. Once either periodic Phase I services or the final report/appraisal contemplated by Phase II have been provided to LDDKR, invoices for services shall be paid within thirty (30) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with **Exhibit A**, for services performed in connection with the modification or preparation of any supplement or update to any report/appraisal furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any report/appraisal furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.3 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month.

3.4 Invoices

The Appraiser shall submit detailed invoices to the Client's Representative James M. Spoonhour, Esquire, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive, Orlando, FL 32801. The Appraiser represents and warrants that all billable

hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement.

The Client shall notify the Appraiser in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Client shall promptly pay the Appraiser the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.5 Right to Withhold Payment

The Client shall have the right to withhold payment on any invoice in the event that the Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.6 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Fifty Thousand Dollars (\$50,000.00), without an Addendum to this Agreement that requires approval by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Fifty Thousand Dollars (\$50,000.00) upset limit.

ARTICLE 4 – REVIEW BY REVIEW APPRAISER

4.1 Responses, Modifications, or Corrections

In the event Phase II services are authorized, the Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client.

The revised appraisal report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final appraisal submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 – RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser and any subconsultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Appraiser's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Appraiser's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Appraiser to the Client with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6 – TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. No Addenda shall be issued after two (2) years from the effective date of this Agreement. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the report/appraisal has been provided to the Client. If the report/appraisal has not been provided to the Client, the

Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Appraiser or its subconsultants in performing services under this Agreement, whether completed or in process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Appraiser. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client or the Appraiser's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Client for the projects which are collectively known as the S.R. 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Client.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement.

8.11 Appraiser Contractual Authorization

Appraiser represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Appraiser is bound, or any judgment, decree or order of any court.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Approved by OOCEA Legal




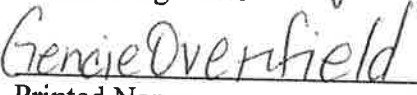
Joseph L. Passiatore, General Counsel

**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

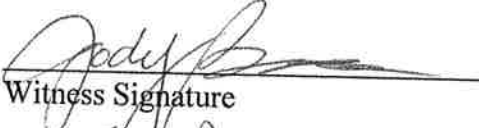
By: 

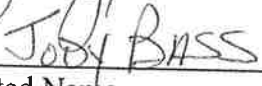
Claude Miller
Director of Procurement to the
Orlando-Orange County Expressway
Authority



Witness Signature


Gencie Overfield
Printed Name



Witness Signature



JODY BASS
Printed Name

PINEL & CARPENTER, INC.

By: 

Walter Carpenter, MAI, CRE, President

RECEIVED
CONTRACTS DEPT

 6/28/13

SIGNATURE / DATE

EXHIBIT A

Client's Representative

James M. Spoonhour, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed
215 N. Eola Drive
Orlando, FL 32801

Appraiser's Representative

Pinel & Carpenter, Inc.
Mr. Walter N. Carpenter, President
824 Highland Avenue
Orlando, FL 32803

This **Exhibit A** includes the following which shall be made a part hereof:

- ☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

MAI/Partner	\$275.00/Hour
Senior Staff Appraiser	\$150 to \$200/Hour
Staff Appraiser	\$125 to \$150/Hour
Researcher	\$ 80/Hour