

## **REQUEST FOR PROPOSALS**

### **17. Award RFP-0558-06/DRR- Professional Appraisal Services for County Road 15-Road Improvement Project (S.R. 46 to Orange Blvd.) to Florida Realty Analyst, Inc., Altamonte Springs (\$450,000.00).**

RFP-0558-06/DRR will provide a professional appraisal consultant to complete property appraisals for the parcels that are to be acquired by the County for the County Road 15-Road Improvement Project. The consultant must prepare appraisal reports that conform to the County's appraisal requirements.

The project was publicly advertised and the County received three (3) submittals (listed alphabetically):

- American Acquisition Group, LLC, Tampa;
- Florida Acquisition & Appraisal, Inc, Tampa;
- Florida Realty Analyst, Inc, Altamonte Springs.

The Evaluation Committee comprised of Mark Gisclar, Project Acquisition Coordinator; David Nichols, P.E., Principal Engineer; Bob Risner, Appraiser; and Al Schwarz, Assistant County Attorney, evaluated the proposals. Consideration was given to the following criteria:

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

The Evaluation Committee agreed to interview all three firms. Consideration was given to the following criteria:

- Trial Testimony;
- Approach to Work;
- Past Experience with Government Municipalities;
- Qualifications;
- Quality of Presentation.

Prior to the interviews, Florida Acquisition & Appraisal, Inc., Tampa, withdrew their submittal due to the recent award of another contract and scheduling conflicts.

The Evaluation Committee interviewed the remaining two firms and recommends that the Board award an agreement to Florida Realty Analyst,

Inc. of Altamonte Springs. Florida Realty Analyst, Inc. proposed a very qualified team, had a well planned project approach and the best price proposal. The agreement will take effect upon execution and remain in effect for five (5) years.

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 approved project budget. The estimated contract value is \$450,000.00 for the five year term.

This is a budgeted project and funds are available in account number 077515.560610 CIP #00005801. The County Attorney's Office and the Fiscal Services Department/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**

ALL RFP'S 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 CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S 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.

RFP NUMBER: RFP-0558-06/DRR

RFP TITLE: Professional Appraisal Services for  
County Road 15-Road Improvement  
Project (S.R. 46 to Orange Blvd.)

PAGE: 1 of 1

DUE DATE: February 8, 2006 at 2:00PM.

Response 1	Response 2	Response 3	
American Acquisition Group, LLC 5600 Mariner St, Ste 104 Tampa, FL 33609  D. Wade Brown, Pres 813-287-8191 PH 813-287-8272 FX	Florida Acquisition & Appraisal, Inc. 2109 E. Palm Ave, #104 Tampa, FL 33605  John J. Curatelli, Jr, Pres 813-241-6354 PH 813-241-6385 FX	Florida Realty Analysts, Inc. 499 N. SR 434, Ste 1081 Altamonte Springs, FL 32714  Donald P Oehlich, Pres 407-862-7070 PH 407-862-0122 FX	

TABULATED BY: D. Reed, SR. Contracts Analyst

EVALUATION MEETING: February 22, 2006, 3:30pm Reflections, Weikiva Rm., 520 W. Lake Mary Blvd., Sanford, FL Posted 2/9/2006

SHORTLISTED FIRMS American Acquisition Group LLC,  
Florida Acquisition & Appraisal Inc.,  
Florida Realty Analyst, Inc.

INTERVIEWS/PRESENTATIONS: March 9, 2006, 10:00 AM Reflections, Lake Jesup Conference Room, 520 W. Lake Mary Blvd Sanford FL, Posted 2/24/2006

RECOMMENDATION OF AWARD: Florida Realty Analysts, Inc., Posted 2:00pm, March 10, 2006

BCC MEETING: April 11, 2006


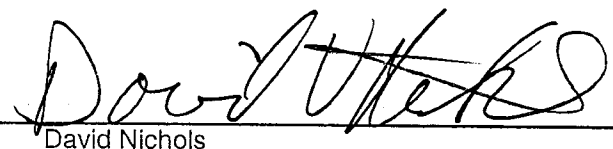
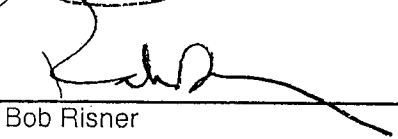
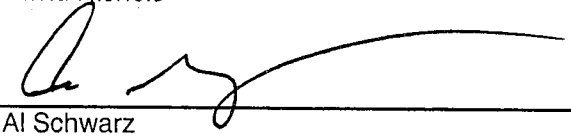
## **Presentation Criteria:**

Trial Testimony  
Approach to Work  
Past Experience with Government Municipalities  
Qualifications  
Quality of Presentation

PRESENTATION RANKINGS  
RFP-0558-06/DRR-Professional Appraisal Services - CR 15- Road Improvement Project (SR 46 to Orange Blvd)

AMERICAN ACQUISITION GROUP, LLC	M. Gisclar	D. Nichols	B. Risner	A. Schwarz	TOTAL POINTS	RANKING
FLORIDA REALTY ANALYSTS, INC	2	2	2	2	8	2
	1	1	1	1	4	1

The Evaluation Committee recommends Florida Realty Analysts, Inc.

 _____ Mark Gisclar	 _____ David Nichols
 _____ Bob Risner	 _____ Al Schwarz

**PRESENTATIONS**  
RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: Dave Nichols

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

Good trial testimony experience

Score 15  
(0-20)

Criteria: Approach to Work (20%)

Difficult to evaluate - team not hear.

Score 14  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

Last worked with Seminole Co. 10 years ago.  
Worked in all FDOT districts except 5.

Score 18  
(0-20)

Criteria: Qualifications (20%)

Appraisers well qualified

Score 15  
(0-20)

Criteria: Quality of Presentations (20%)

Team members not present, caught in I-4 traffic

Score 10  
(0-20)

Total Score 72  
(0-100)

Rank \_\_\_\_\_

PRESENTATIONS

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: Dave Nichols

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

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Score 17  
(0-20)

Criteria: Approach to Work (20%)

Presented a detailed approach - discussed site specific issues

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Score 18  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

Lots of experience with Seminole County

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Score 17  
(0-20)

Criteria: Qualifications (20%)

All team members are well qualified

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Score 19  
(0-20)

Criteria: Quality of Presentations (20%)

Good presentation - well thought out

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Score 18  
(0-20)

Total Score 89  
(0-100)

Rank \_\_\_\_\_

PRESENTATIONS

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: Mark Giscian

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

OUTSTANDING

Score 18  
(0-20)

Criteria: Approach to Work (20%)

EXCELLENT

Score 20  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

EXCELLENT

Score 20  
(0-20)

Criteria: Qualifications (20%)

SUPERB

Score 20  
(0-20)

Criteria: Quality of Presentations (20%)

CONSIDERING THE SITUATION – TEAM STUCK ON I-4 (ALL SP4) – ONE MAN SHOW (w/FIR) DID OUTSTANDING JOB.

Score 15  
(0-20)

Total Score 93  
(0-100)

Rank #2

PRESENTATIONS

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: NAK DISCLAK

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

- EXTENSIVE - OT HEARINGS  
- LIMITED - TRIAL EXPERIENCE

\* FUNCTION OF QUALITY OF APPRAISAL(S)...

Score 18  
(0-20)

Criteria: Approach to Work (20%)

- EXCELLENT

Score 20  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

- EXTENSIVE

Score 18  
(0-20)

Criteria: Qualifications (20%)

EXCELLENT TEAM

Score 20  
(0-20)

Criteria: Quality of Presentations (20%)

IMPRESSIVE ... FOR A PLEASANT CHANGE

Score 20  
(0-20)

Total Score 96  
(0-100)

Rank #1



PRESENTATIONS

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: AL SCHWARTZ

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

Experience in trials - 125 trials, OTs  
has planned trial to testify in  
over 8 trials

Score 16  
(0-20)

Criteria: Approach to Work (20%)

good use of land planning, contacted land  
planner, contact measures, feedback, look  
at retention / innovation,

Score 18  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

Good average w/ FDOT, worked as to appraiser  
of records multi-parcel experience, however, it  
is clear Mr. Secorus has multi-parcel work

Score 18  
(0-20)

Criteria: Qualifications (20%)

MAI Appraiser, land planner with Seminole  
County, ASA Appraiser worked  
government

Score 18  
(0-20)

Criteria: Quality of Presentations (20%)

good discussion of land planning issues appraiser  
unable to make it as much  
questions,

Score 12  
(0-20)

Total Score 82  
(0-100)

Rank 2

PRESENTATIONS

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: AL SCHWARZ

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

has been in time & <sup>several</sup> OTS, also  
planner testified for Seminole Co.  
Expressing Authority

Score 14  
(0-20)

Criteria: Approach to Work (20%)

Good discussion of entire  
appraisal process & methodology, use of  
time planning & engineering (in use  
v. zoning enforcement)

Score 19  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

has performed ~~some~~ appraisals on  
multi-lane (County Rd. & Ocean Road)  
Appraisals in area for other entity

Score 17  
(0-20)

Criteria: Qualifications (20%)

MAI appraiser, has planner  
qualified expert witness, established  
good review process, engineering  
review

Score 18  
(0-20)

Criteria: Quality of Presentations (20%)

good discussion of project, relevant  
experience of professionals in testimony  
AAEA, appraiser answered questions  
well, good use of time planning /  
engineering

Score 17  
(0-20)

Total Score 85  
(0-100)

Rank 1

PRESENTATIONS

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: Robert Risner

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

Appraiser not present to provide background & experience  
in trial

Score 10  
(0-20)

Criteria: Approach to Work (20%)

Adequate explanation of Approach

Score 15  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

Good experience history

Score 18  
(0-20)

Criteria: Qualifications (20%)

MAE of Paul is Mital Caldwell

Score 15  
(0-20)

Criteria: Quality of Presentations (20%)

Appraiser not present  
had plan date  
Poor overall presentation

Score 5  
(0-20)

Total Score 73  
(0-100)

Rank 2

PRESENTATIONS

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: Robert Risner

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

GT + Trial, limited but good experience

Score 15  
(0-20)

Criteria: Approach to Work (20%)

will use After Sale work

Score 20  
(0-20)

Criteria: Past Experience With Government Municipalities (20%)

Good Experience w/ Orange County & Seminole County

Score 18  
(0-20)

Criteria: Qualifications (20%)

MAT Engineer, Ltd. plan, good qualified people on board

Score 18  
(0-20)

Criteria: Quality of Presentations (20%)

Very Good

Score 18  
(0-20)

Total Score 89  
(0-100)

Rank 1

# EVALUATION RANKINGS

RFP-0558-06/DRR-Professional Appraisal Services - CR 15- Road Improvement Project (SR 46 to Orange Blvd)

	M. Gisclar	D. Nichols	B. Risner	A. Schwarz	TOTAL POINTS	RANKING
AMERICAN ACQUISITION GROUP, LLC	3	3	2	3	11	3
FLORIDA ACQUISITION & APPRAISAL, INC	2	1	3	1	7	2
FLORIDA REALTY ANALYSTS, INC	1	2	1	2	6	1

The Evaluation Committee agrees to short-list all three firms.

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Mark Gisclar	David Nichols
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Bob Risner	Al Schwarz
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RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: Dave Nichols

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

5 parcels listed as recent experience, in Pasco County.

Score 20  
(0-25)

Criteria: Quality of the Work Product (20%)

Good appraisal report. Graphics are well done.  
Report is parcel specific.

Score 18  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Experienced staff.

Score 18  
(0-20)

Criteria: Technical Proposal / References (20%)

County has already accepted stormwater from  
Parcel 1021702. No subconsultants indicated.

Score 14  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

Score 9.9  
(0-15)

Total Score 79.9  
(0-100)

Rank #3

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Acquisition & Appraisal, Inc.

QUALIFICATION COMMITTEE MEMBER: Dave Nichols

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

6 years of testimony experience listed.

Score 23  
(0-25)

Criteria: Quality of the Work Product (20%)

Good appraisal report format. Good graphics. Profiles of Hernando and Pasco Counties is not needed.

Score 18  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Score 19  
(0-20)

Criteria: Technical Proposal / References (20%)

Missed pond impacts on Parcel 102. Sub consultants are indicated

Score 12  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

Score 15  
(0-15)

Total Score 87  
(0-100)

Rank # 1

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: Dave Nichols

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

3 years of testimony experience presented, all local cities and counties

Score 22  
(0-25)

Criteria: Quality of the Work Product (20%)

Good appraisal report document. Like the use of parcel aerial view for sketches.

Score 18  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Score 17  
(0-20)

Criteria: Technical Proposal / References (20%)

Identifies retention pond impact to Parcel 102.  
Did not research if SC would accept stormwater.  
No subconsultants indicated on Organizational Chart.

Score 15  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

Score 14.4  
(0-15)

Total Score 86.4  
(0-100)

Rank #2



RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: Mark Giscuan

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

However; - No COURT TESTIMONY @ SUPREMACY IN FLORIDA ... ONLY GEORGIA.  
- Appraisers HAVE PROVIDED EXPERT WITNESS TESTIMONY IN  
FLORIDA'S COURT COURTS.

Score 20  
(0-25)

Criteria: Quality of the Work Product (20%)

EXCELLENT

Score 20  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

EXCELLENT... HOWEVER, ONLY ONE (1) MAI...

Score 18  
(0-20)

Criteria: Technical Proposal / References (20%)

- Generally well thought out. MENTIONED THE POTENTIAL  
NEED FOR GC, LAND PLANNER/ENGINEER, AND LANDSCAPE  
ARCHITECT... WITH THAT IN MIND, SHOULD HAVE INCLUDED  
THOSE PROFESSIONALS HOURLY RATE IN THE SUBSEQUENT FEE  
SCHEDULE.

Score 18  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

SHOULD HAVE INCLUDED RATE'S FOR OTHER POTENTIAL  
EXPERT SERVICES...

Score 9.9  
(0-15)

Total Score 85.9  
(0-100)

Rank #3

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Acquisition & Appraisal, Inc.

QUALIFICATION COMMITTEE MEMBER: Max Gissler

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

? Philip Hobby - expert witness in Hillsborough, Polk, Pasco, & Santa Counties... WHAT ABOUT TRIAL TESTIMONY? WHO WAS THE EXPERT? - SEE PG. 20.

Score 20  
(0-25)

Criteria: Quality of the Work Product (20%)

EXCELLENT...

Score 20  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

- ONCE (1) MAT AND ONE (1) MAT CANDIDATE... THE MAT (Joan Menard) IS NOT CLEAR THAT HE WILL BE THE MAT IN CHARGE... NEED CLARIFICATION. LAWYERS - MAYOR SKULLING & ASSOC.  
\* PG. 22 STATES PHILIP HOBBY (MAT CANDIDATE) WILL BE RESPONSIBLE

Score 18  
(0-20)

Criteria: Technical Proposal / References (20%)

EXCELLENT... NOTES NEEDED FOR OTHER EXPERT SERVICES... SHOULD HAVE PROVIDED THOSE IN THE FEE SCHEDULE.  
\* WENT SO FAR TO DISCUSS W/ TOM RADZAI... - GOOD!

Score 18  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

NEED GC, LAWYERS, ETC. HOURLY RATES...

Score 15  
(0-15)

Total Score 91  
(0-100)

Rank # 2

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: Mr. GISCAR

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

\* Expert witness in (1) trial in Florida, December '05 in  
Orange Co. (Herb Zischkau)  
\* Testified in numerous of hearings.

Score 20  
(0-25)

Criteria: Quality of the Work Product (20%)

Excellent

Score 20  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

(1) MAI – Several Associate Appraisers...

Score 18  
(0-20)

Criteria: Technical Proposal / References (20%)

Well thought out... noted need for additional  
expert services (GC, Land Planner, Engineer)... should  
have included those hourly rates w/ fee schedule

Score 19  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

Should include an expert services...

\* Who are "Key Personnel" ???

Score 14.4  
(0-15)

Total Score 91.4  
(0-100)

Rank #1

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: RRR Resner

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

Trial Testimony is not needed (2 points) Chief Appraiser is not MAE

Score 21  
(0-25)

Criteria: Quality of the Work Product (20%)

Example Report was very good

Score 18  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Chief Appraiser is not MAE Staff is well qualified MAE could well be MAE & well qualified w/ experience

Score 18  
(0-20)

Criteria: Technical Proposal / References (20%)

Good

Score 18  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

Score 9.9  
(0-15)

Total Score 87.9  
(0-100)

Rank \_\_\_\_\_

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Acquisition & Appraisal, Inc.

QUALIFICATION COMMITTEE MEMBER: Robert R. Riser

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

That experience is inadequate - who testified Appraised Amount is  
NOT MAE

Score 20  
(0-25)

Criteria: Quality of the Work Product (20%)

Good

Score 16  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Director Appraised is not MAE overall Staff good good-better

Score 15  
(0-20)

Criteria: Technical Proposal / References (20%)

good proposal

Score 18  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

Score 15  
(0-15)

Total Score 84  
(0-100)

Rank \_\_\_\_\_

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: Robert R. Riser MAI

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

Has eminent Domain trial experience

Score 23  
(0-25)

Criteria: Quality of the Work Product (20%)

Has prepared Appraisals for land costs with past 2-4 years with good success

Score 19  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Principal is MAI. Staff has FOST experience

Score 19  
(0-20)

Criteria: Technical Proposal / References (20%)

Shows understanding of the project

Score 18  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

Score 14.4  
(0-15)

Total Score 93.4  
(0-100)

Rank \_\_\_\_\_

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: American Acquisition Group, LLC

QUALIFICATION COMMITTEE MEMBER: AC Sullivan

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

Expert testimony in Polk & Assoc Court  
✓

Score 22  
(0-25)

Criteria: Quality of the Work Product (20%)

Good description of appraisal  
methodology, how well it is done, and  
description of how it is done

Score 18  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

MAI is small ASA member  
Appraiser is in Polk & Assoc  
Polk & Assoc, several multi-panel

Score 18  
(0-20)

Criteria: Technical Proposal / References (20%)

Included parcel picture &  
description in proposal, set  
forth reference

Score 17  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

\$150 / \$125 / \$100 / \$50

Score 9.9  
(0-15)

Total Score 84.9  
(0-100)

Rank 3

RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Realty Analyst, Inc.

QUALIFICATION COMMITTEE MEMBER: Al Schmitt

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

testimony in court, DOTs in B  
majority of cases

Score 22  
(0-25)

Criteria: Quality of the Work Product (20%)

good presentation of sales  
sketches of sales  
information as to the location of the subject  
property, good description of methodology

Score 18  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Appraisal is not done work in  
Florida, FL, Seminole Co., not  
clear as to who participated

Score 17  
(0-20)

Criteria: Technical Proposal / References (20%)

addresses databases of software in  
section 2, methodology, this was  
referred to as a very good  
and test / report, including photo

Score 17  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

\$125 / \$100 / \$75 / \$50

Score 14.4  
(0-15)

Total Score 87.4  
(0-100)

Rank 2



RFP-0558-06/DRR – Professional Appraisal Services – County Road 15 – Road Improvement Project (S.R. 46 to Orange Blvd.)

SUBMITTAL COMPANY NAME: Florida Acquisition & Appraisal, Inc.

QUALIFICATION COMMITTEE MEMBER: AL Schwartz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Eminent Domain Trial Testimony (25%)

Appraiser is knowledgeable on the facts of the case  
11/11/11

Score 23  
(0-25)

Criteria: Quality of the Work Product (20%)

Good sketches, good data, good  
description of appraised property  
11/11/11

Score 18  
(0-20)

Criteria: Firm / Staff Qualifications (20%)

Has MAI on staff, working in  
Florida and other states  
as an appraiser in Seminole Co, significant  
multi-parcel work

Score 18  
(0-20)

Criteria: Technical Proposal / References (20%)

Technical proposal of parcels  
1 reference provided from  
Analyst of selected parcels

Score 17  
(0-20)

Criteria: Hourly Rate Fee Schedule (15%)

\$135 / \$75 / \$55 / \$39

Score 15  
(0-15)

Total Score 91  
(0-100)

Rank 1

**APPRAISAL SERVICES AGREEMENT (RFP-0558-06/DRR)  
COUNTY ROAD 15 ROAD IMPROVEMENT PROJECT  
(S.R. 46 TO ORANGE BOULEVARD)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **FLORIDA REALTY ANALYSTS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 499 N. S.R. 434, Suite 1081, Altamonte Springs, Florida 32714, hereinafter referred to as "APPRAISER" 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 referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified appraiser to provide appraisal services for the County Road 15 Road Improvement Project (S.R. 46 to Orange Boulevard in Seminole County; and

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

**WHEREAS**, the APPRAISER is competent and qualified to furnish appraisal 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 APPRAISER agree as follows:

**SECTION 1. SERVICES.** The COUNTY does hereby retain the APPRAISER 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 five (5) years. 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 APPRAISER under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the APPRAISER. 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 APPRAISER 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 APPRAISER 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 APPRAISER 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 APPRAISER 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. The total compensation paid to the APPRAISER pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the COUNTY for appraisal services for the County Road 15 Road Improvement Project (S.R. 46 to Orange Boulevard).

**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 APPRAISER, 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 APPRAISER 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 APPRAISER shall perform all work required by the Work Order but, in no event, shall the APPRAISER 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 APPRAISER shall perform all work required by the Work Order; but, in no event, shall the APPRAISER 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 APPRAISER 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 APPRAISER shall advise the COUNTY whenever the APPRAISER 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 APPRAISER 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 APPRAISER 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 APPRAISER 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 APPRAISER 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 APPRAISER may invoice the amount due for services actually performed and completed. The COUNTY shall pay the APPRAISER 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 APPRAISER when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. APPRAISER 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 APPRAISER, 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 APPRAISER.

**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 APPRAISER 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 APPRAISER within thirty (30) days of receipt of proper invoice.

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

examination, excerpts and transcriptions.

(d) The APPRAISER 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 APPRAISER'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 APPRAISER shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

#### **SECTION 9. RESPONSIBILITIES OF THE APPRAISER.**

(a) The APPRAISER 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 APPRAISER under this Agreement. The APPRAISER 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



APPRAISER 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 APPRAISER'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 APPRAISER'S services or have been created during the course of the APPRAISER'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the APPRAISER.

**SECTION 11. TERMINATION.**

(a) The COUNTY may, by written notice to the APPRAISER 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 APPRAISER to fulfill its Agreement obligations. Upon receipt of such notice, the APPRAISER 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 APPRAISER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the APPRAISER 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 APPRAISER 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, contem-

plated by this Agreement.

(c) If the termination is due to the failure of the APPRAISER 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 APPRAISER shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The APPRAISER shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the APPRAISER; provided, however, that the APPRAISER 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 its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the APPRAISER.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the APPRAISER 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 APPRAISER 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 APPRAISER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the APPRAISER 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 APPRAISER, 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 APPRAISER 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 APPRAISER 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 APPRAISER 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 APPRAISER, 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 APPRAISER 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, APPRAISER shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 18. INDEMNIFICATION OF COUNTY.** The APPRAISER 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 APPRAISER, whether caused by the APPRAISER or otherwise.

## SECTION 19. INSURANCE.

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

(1) The APPRAISER 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 APPRAISER, the APPRAISER shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the APPRAISER 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 APPRAISER 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 APPRAISER shall relieve the APPRAISER of the APPRAISER'S full responsibility for performance of any obligation including APPRAISER 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 APPRAISER shall, as soon as the APPRAISER 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 APPRAISER has replaced the unacceptable insurer with an insurer

acceptable to the COUNTY the APPRAISER shall be deemed to be in default of this Agreement.

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

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

(3) Professional Liability Insurance. The APPRAISER shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by APPRAISER 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 APPRAISER.

(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 APPRAISER, 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 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) APPRAISER 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 APPRAISER 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 APPRAISER.**

(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 APPRAISER, shall designate in writing and shall advise the APPRAISER 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 APPRAISER shall, at all times during the normal work week, designate or appoint one or more representatives of the APPRAISER who are authorized to act in behalf of and bind the APPRAISER 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 APPRAISER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The APPRAISER 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 APPRAISER 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 APPRAISER not specifically provided for herein shall be honored by the COUNTY.

**SECTION 27. PUBLIC RECORDS LAW.** APPRAISER 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. APPRAISER 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 APPRAISER 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 APPRAISER.

**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 St.  
Sanford, FL 32771

**For APPRAISER:**

Florida Realty Analysts, Inc.  
499 N. S.R. 434, Suite 1081  
Altamonte Springs, FL 32714

**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:

FLORIDA REALTY ANALYSTS, INC.

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_  
DONALD P. OEHLRICH, President

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AC/lpk  
3/20/06  
Rfp-0558

3 Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

**EXHIBIT – A**  
**SCOPE OF SERVICES**  
**RFP-0558-06/DRR**  
**PROFESSIONAL APPRAISAL SERVICES**  
**COUNTY ROAD 15 – ROAD IMPROVEMENT PROJECT**  
**(S. R. 46 to ORANGE BLVD.)**

Appraiser shall prepare appraisal reports, which conform to Seminole County's minimum appraisal requirements, which include: (1) Uniform Standards of Professional Appraisal Practice ("USPAP"), (2) Florida Department of Transportation Supplemental Appraisal Standards ("FSS"), (3) Seminole County Supplemental Appraisal Standards ("SCSS"), and (4) All applicable laws of the State of Florida related to just compensation. Compliance with the SCSS will be required for both content and format. The appraiser shall appraise project parcels identified for the County Road 15 – Road Improvement Project, prepare reports and provide court testimony in eminent domain proceedings.

This project will widen County Road 15, (Monroe Road), from S. R. 46 to Orange Boulevard, (1.40 miles), from an existing rural two lane roadway to a five lane urban roadway. The proposed roadway will include a painted 14 foot wide bi-directional turn lane in the center with two (2 ea.) 12 foot wide through lanes on each side. There will be a closed drainage system, (stormwater pipes), with curb and gutter, a five foot wide sidewalk on the east side and a ten foot wide trail on the west side. There are approximately ninety (90) parcels identified for appraisal services.

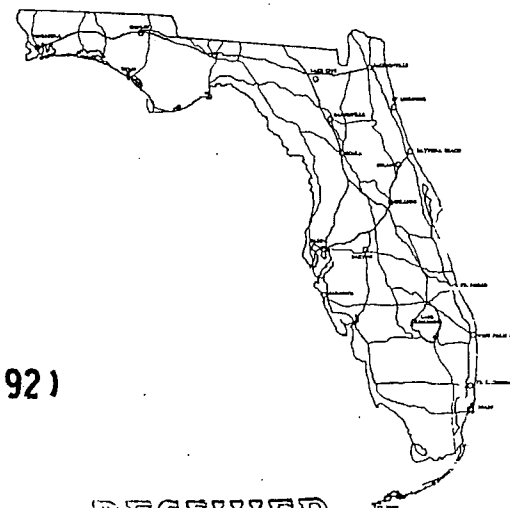
Estimated Contract Amount, \$450,000.00.

[illegible]

MAPS OF THE  
COUNTY HIGHWAY  
RIGHT OF WAY MAP  
AND  
CONTROL SURVEY

C.R 15 (UPSALA ROAD)  
FROM S.R. 46 TO S.R. 600 (U.S. 17-92)  
1.456 MILES

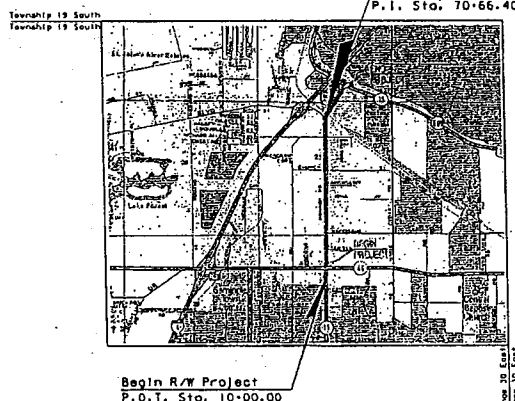
SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2-3	KEY MAPs
4-9	DETAIL SHEETS
10	REFERENCE SHEET
11-13	TABLE OF OWNERSHIPS



RECEIVED  
OCT 31 2005

ENGINEERING DEPARTMENT  
SEMINOLE COUNTY

1. Bearings shown on these are based on the East line of the NE 1/4 of Section 28, Township 19 South, Range 30 East, being N 00°00'31" E.
2. Unless otherwise noted, all dimensions are shown have been calculated from a closed field traverse of the property shown.
3. This map may have been reduced in size by reproduction. This must be considered when obtaining actual dimensions.
4. The survey was conducted by the County Road 15, South of Highway 1 taken from the State of Florida Department of Transportation Right-of-Way Map for State Road No. 315 (Section 13000-7604).
5. Property boundaries determined from field survey, plots of record and record title.
6. Underground foundation encroachments not located.
7. Right of way monuments to be set after construction of project is completed.
8. Only fixed improvements pertinent to the parcels to be acquired are shown. Fixed interior improvements not located.
9. This right of way map was prepared for the purpose of legal land division, equalization of interests, partition, condemnation, preparation and support of and on or after the approval of the right of way application for incorporation into the public right of way.
10. This right of way map is superseded by a right of way Identification map of County Road No. 15, US Route Road prepared for Seminole County, Florida.



I hereby certify this aerial survey was made for the purpose of surveying, referencing, describing and mapping the survey line, and providing horizontal position data for the proper control of right-of-way related matters for the transportation facility shown and depicted herein. I further certify that said survey was done under my responsible charge and is in compliance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code pursuant to Section 402.022 Florida Statutes.

This drawing, consisting of sheets 1 through 42 is a true, accurate and complete depiction of a field survey performed under my direction and completed on \_\_\_\_\_.

Walter J. Smith  
Florida Professional Surveyor and Mapper No.4801  
Address:  
520 South Magnolia Avenue  
Orlando Florida, 32806

Date: \_\_\_\_\_

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

RIGHT OF WAY MAPS PREPARED BY:

**BOWYER-SINGLETON**  
ASSOCIATES, INCORPORATED

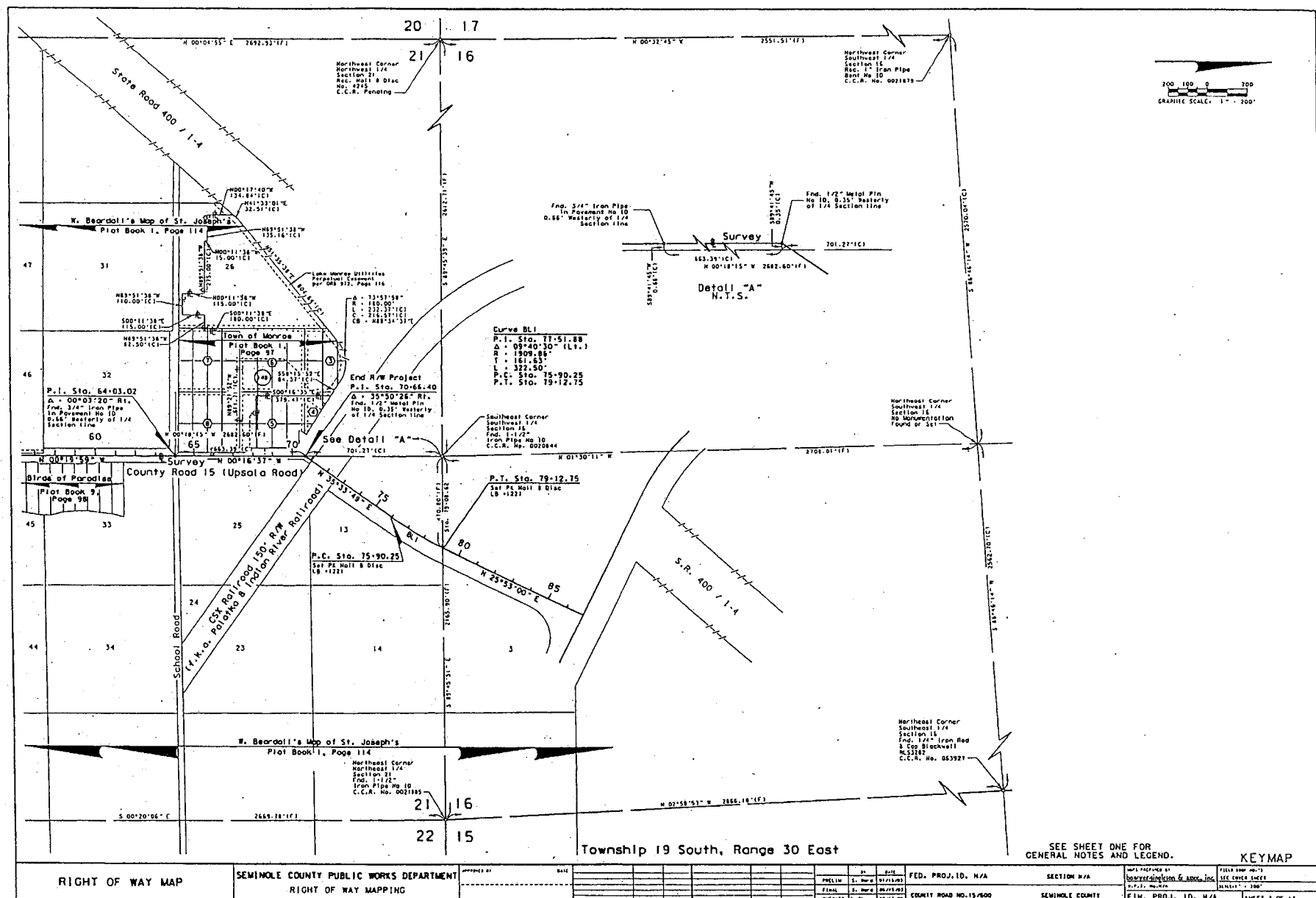
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL  
530 SOUTH MIAMI AVENUE • GRIFFIN, FLORIDA 33009  
407-241-1111 • FAX 407-640-8888  
CERTIFICATE OF AUTHORIZATION NO. LB 1281

OCT 27 2003

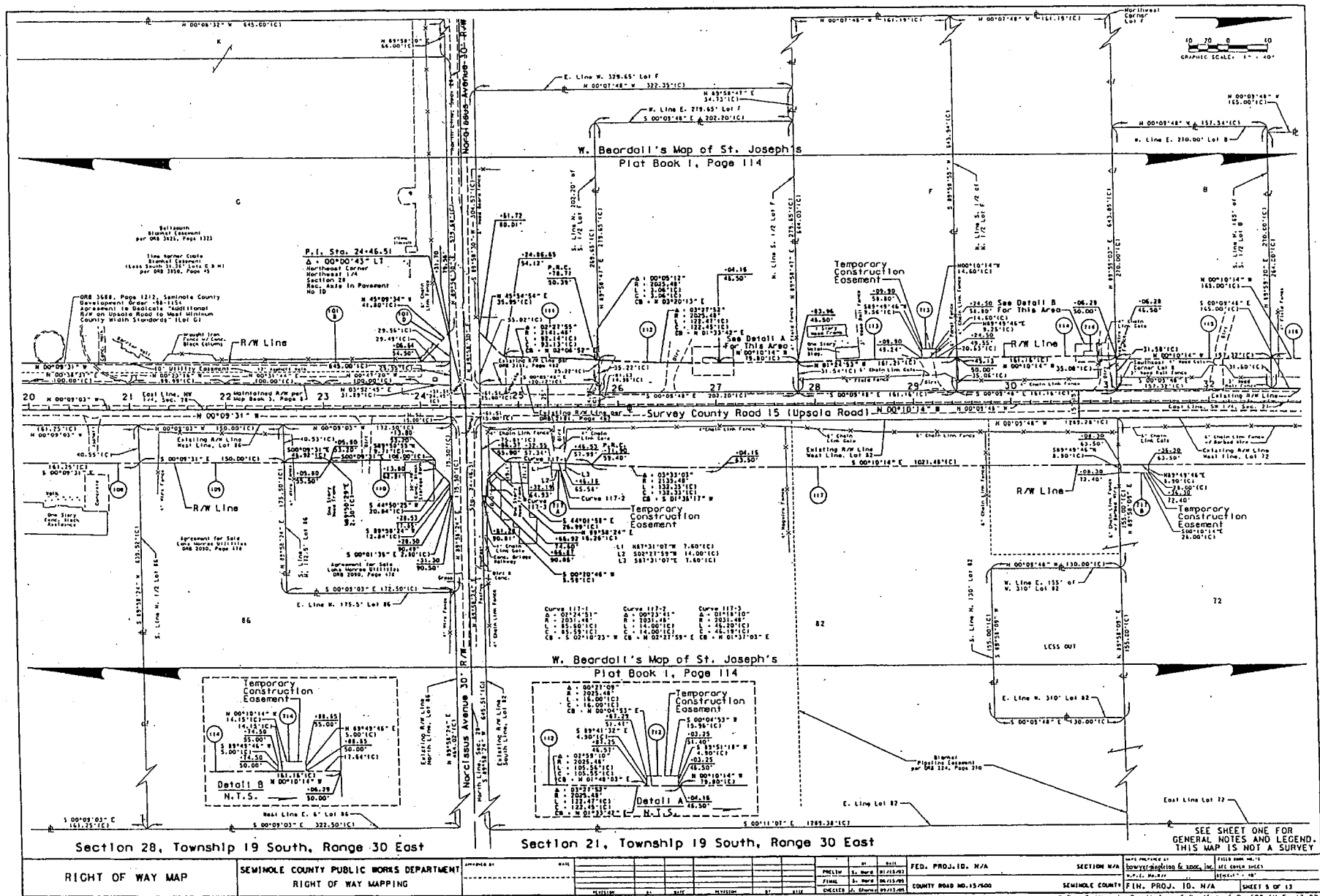
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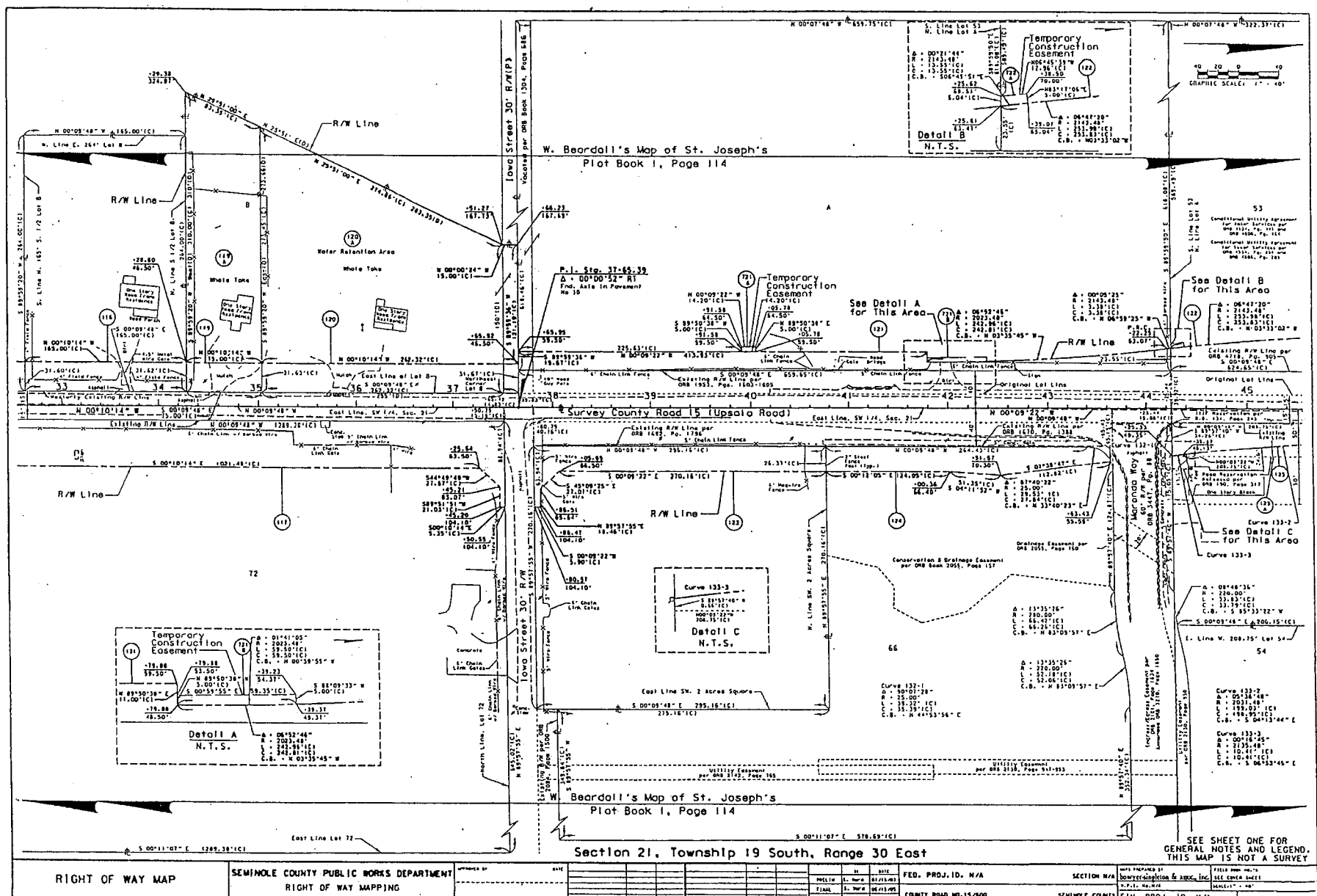


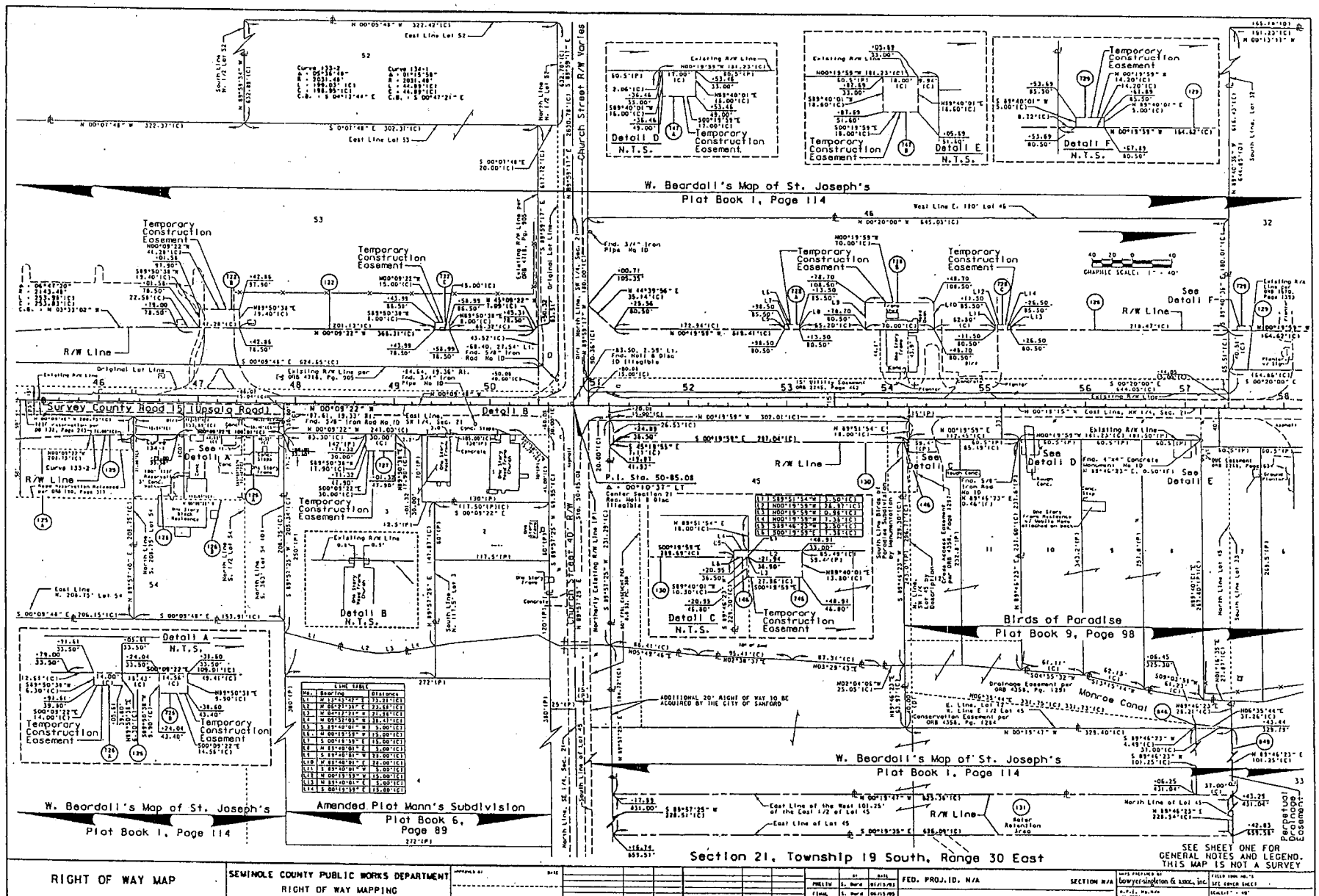












SEE SHEET ONE FOR  
GENERAL NOTES AND LEGEND.  
THIS MAP IS NOT A SURVEY

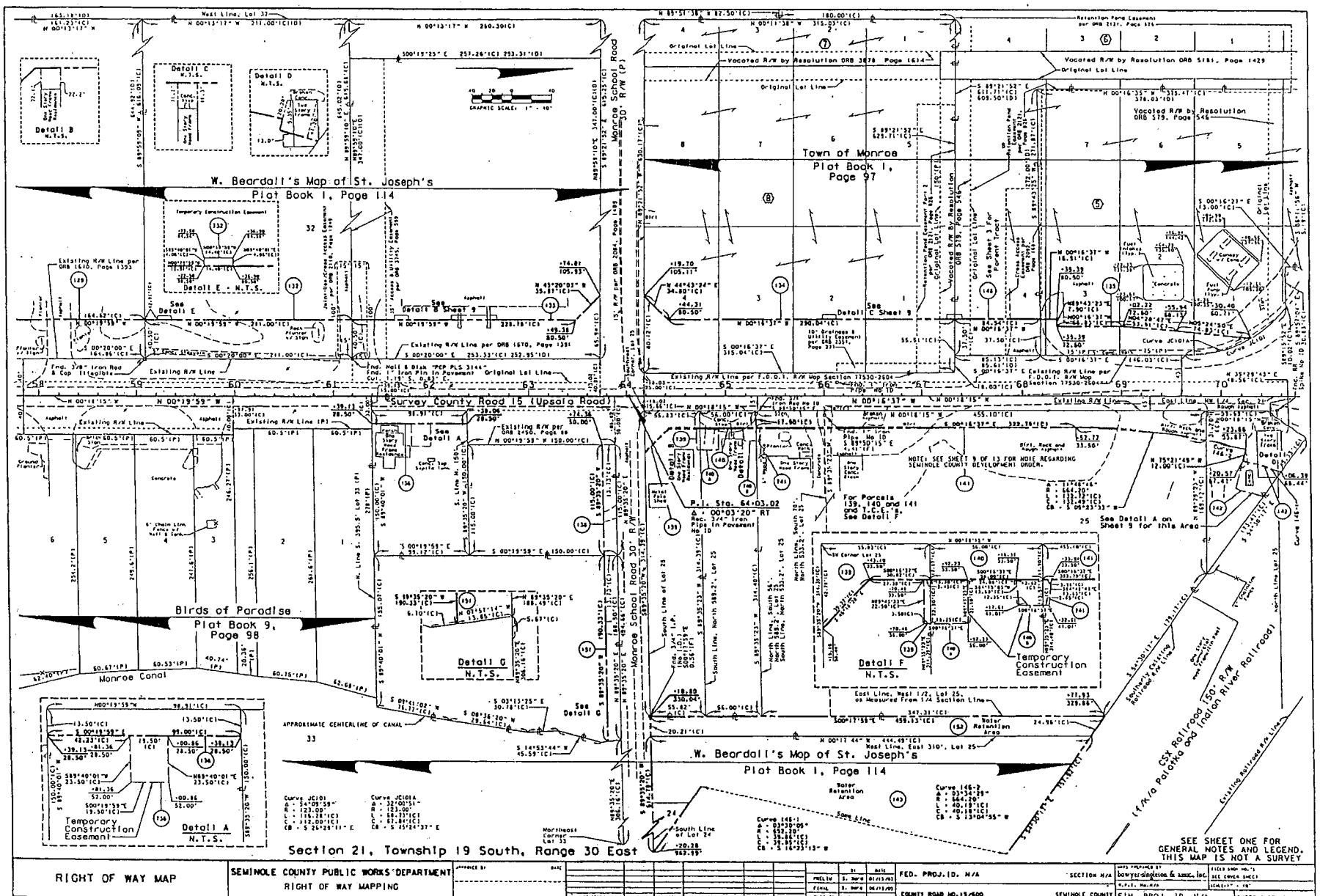
Section 21, Township 19 South, Range 30 East

RIGHT OF WAY MAP

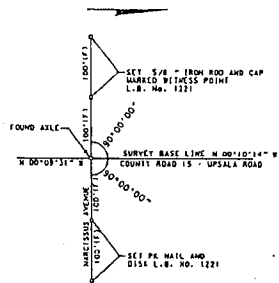
SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT  
RIGHT OF WAY MAPPING

DATE: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
FED. PROJ. ID. N/A  
COUNTY ROAD NO. 15/500

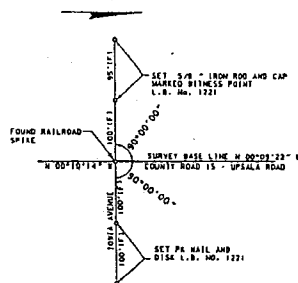
SECTION N/A  
SEMINOLE COUNTY F.M. PROJ. ID. N/A  
SHEET 1 OF 13  
C.R. 15 (Upsala Road) from S.R. 46 to S.R. 600 (U.S. 17-92)



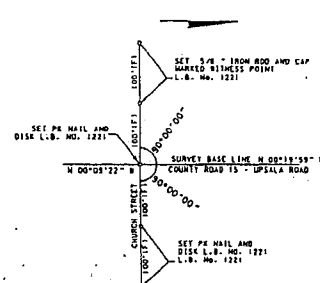




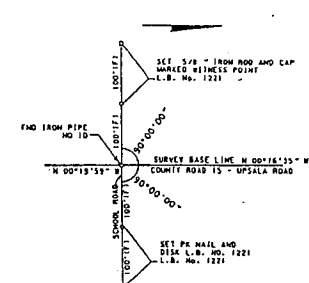
P.I. STA. 24+46.51  
Δ 00°00'43\"/>



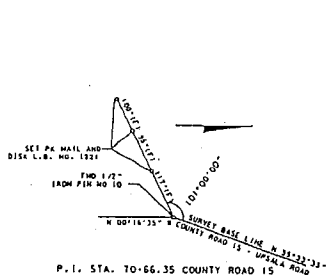
P.I. STA. 37+65.39 COUNTY ROAD 15



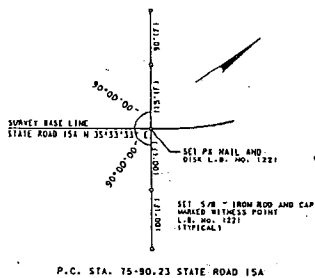
P.I. STA. 50+85.08 COUNTY ROAD 15



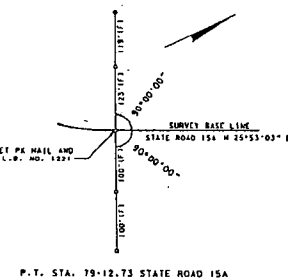
P.I. STA. 64+03.02 COUNTY ROAD 15



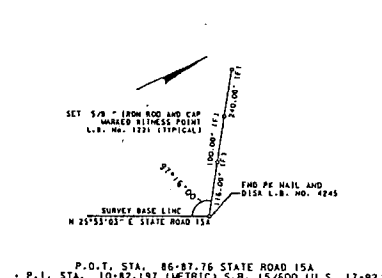
P.I. STA. 70+66.35 COUNTY ROAD 15



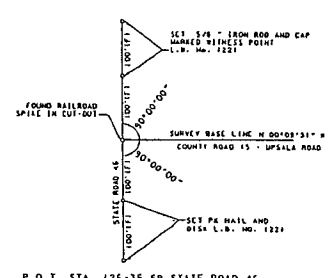
P.C. STA. 75+90.23 STATE ROAD 15A



P.T. STA. 79+12.73 STATE ROAD 15A



P.O.T. STA. 86+87.76 STATE ROAD 15A  
P.I. STA. 10+82.197 (METRIC) S.R. 15/600 (U.S. 17-92)



P.O.T. STA. 126+35.69 STATE ROAD 46  
P.I. STA. 10+00.00 COUNTY ROAD 15

CORNER	S.P. NORTH	S.P. EAST	GROUND NORTH	GROUND EAST	DESCRIPTION
W. 1/4 CORNER SEC. 28	1626739.5275	550170.3208	1626816.6918	550196.4181	FND 5/8" IRC LB3773
CLINTON SEC. 28	1626740.5779	552808.1880	1626817.7423	552835.0105	FND NL 8 DISK TINKLEPAUGH PRW3778
S. 1/4 CORNER SEC. 28	1626741.7474	555450.8879	1626818.9118	555477.2357	FND AXLE NO 10
NW CORNER SEC. 28	1629381.4655	550184.9128	1629458.1752	550191.0058	FND 4"x4" CM NO 10 TOP BROKEN
N. 1/4 CORNER SEC. 28	1629382.6356	552801.8379	1629459.9253	552828.0600	FND AXLE IN PAVT CUT OUT NO 10
NE CORNER SEC. 28	1629383.8645	555443.9153	1629461.1542	555470.2628	FND 1" IP NO 10
W. 1/4 CORNER SEC. 21	1632021.1347	550163.5324	1632099.1496	550189.6294	FND BROKEN 4"x4" CM NO 10
E. 1/4 CORNER SEC. 21	1632023.1684	555432.3627	1632100.5833	555458.1096	FND 1" IP W/PK NAIL NO 10
NE CORNER SEC. 21	1634692.9011	555416.7475	1634770.4427	555443.0937	FND 1-1/2" IP NO 10
NW CORNER SEC. 21	1634714.6580	550161.3866	1634792.7006	550193.4938	FND NAIL/DISK 4245
N. 1/4 CORNER SEC. 21	1634703.7554	552780.0725	1634781.2975	552806.2936	FND 1-1/2" IP NO 10
W. 1/4 CORNER SEC. 16	1637266.0562	550143.0815	1637343.7198	550169.1775	FND 1" IP BENT NO 10
N. 1/4 CORNER SEC. 16	1640196.8091	552635.9400	1640274.6118	552662.1543	FND 5/8" IR W/CAP LB220
E. 1/4 CORNER SEC. 16	1637555.2020	555267.6713	1637632.8793	555294.0104	FND 1/4" IRC BLACKWELL RL53282
DEGIN SURVEY STA. 10+00	1621950.1245	552805.8424	1628013.3496	552832.0647	FND RAILROAD SPIKE NO 10
P.I. STA. 24+46.51	1629382.6356	552801.8379	1629459.9253	552828.0600	FND AXLE IN PAVT CUT OUT NO 10 IN 1/4 CORNER SEC. 281
P.I. STA. 37+65.39	1630101.5062	552797.9058	1630778.8584	552824.1317	FND R/R SPIKE NO 10
P.I. STA. 50+85.08	1632021.1878	552794.3129	1632098.6026	552820.5347	SET PK NAIL 8 DISK LB1221
P.I. STA. 64+03.02	1633339.1132	552786.6526	1633416.5906	552812.8740	FND 3/4" IP IN PAVEMENT CUT NO 10
P.I. STA. 70+66.41	1634007.4900	552783.4466	1634079.9988	552809.6679	FND 1/2" METAL PIN NO 10
PC STA. 75+90.23	1634428.6190	553088.1150	1634506.1480	553114.3507	SET PK NAIL 8 DISK LB1221
PT STA. 79+12.73	1634560.1111	553183.1122	1634637.6464	553208.3524	NO CORNER SET OR FOUND
END SURVEY STA. 86+87.77	1634705.5300	553252.6740	1634783.0722	553218.9175	SET PK NAIL 8 DISK LB1221
	1635402.8070	553591.0035	1635480.3823	553617.2631	FND N/D 55MC L54245
AVERAGE SCALE FACTOR: 0.9995525673					

SEE SHEET ONE FOR  
GENERAL NOTES AND LEGEND.  
THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT  
RIGHT OF WAY MAPPING

APPROVED BY

DATE


DESIGNER	BY	DATE	FED. PROJ. ID.	N/A
DESIGNED BY	BY	DATE		
CHECKED BY	BY	DATE		

SECTION N/A

SEMINOLE COUNTY

FIN. PROJ. ID. N/A

SHEET 10 OF 13

C.R. 15 (Upstate Road) from S.R. 46 to S.R. 600 (U.S. 17-92)



## TABLE

OF

## OWNERSHIPS

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS	RECORDING DATA	REVISION BLOCK		
				LEFT	RIGHT					
100A	4.5	West Lake Super Center Partners, Ltd.	4,817 SF	2.466 AC	N/A					
100B			4,812 SF							
101A			2,744 SF							
101B			14,784 SF							
101C			3,424 SF							
101D		Seminole Co. State Road 46, Ltd.	436 SF	13.888 AC	N/A					
102	4	Sabin's at Airport Blvd., Inc.	2327 SF	N/A	21,008 SF					
103	4	Rination Singh	1492 SF	N/A	12,515 SF					
104	4	Dennis B. Ely	3359 SF	N/A	17,811 SF					
105	4	Coyce Nihalo Forrester	2519 SF	N/A	11,424 SF					
106	4	Walter M. Spivey & Doris Spivey, his wife	2715 SF	N/A	0.564 AC					
107	4	Philip A. Goodspeed	5544 SF	N/A	2.049 AC					
108	4.5	Frances E. Callaway	4540 SF	N/A	2.217 AC					
109	5	Franklin Christopher Akers	6080 SF	N/A	3.300 AC					
110	5	Marion C. Nichols (Fae Simplot) Helen O. Grubb (Life Estates)	7057 SF	N/A	0.533 AC					
111	5	Timothy A. Riddle & Rhonda J. Riddle, husband & wife	3670 SF	0.811 AC	N/A					
112	5	Burton D. Rogers, Jr. & Sarah Joyce Rogers, his wife	6526 SF	1.148 AC	N/A					
113	5	Stephen C. Kohler; Douglas C. Lee	5367 SF	2.260 AC	N/A					
114	5	Phillip K. Lake & Patricia B. Lake	5657 SF	2.253 AC	N/A					
115	5	Robert C. Bobanton & Sherrie V. Colvin Bobanton	4970 SF	0.861 AC	N/A					
116	5.6	Mary D. Byrne a/k/a Mary Byrne Osterander	5216 SF	0.890 AC	N/A					
117	5.6	Keller Outdoor, Inc.	1,431 AC	N/A	12,669 AC					
118		Not Used								
119	6	Seminole County	2,372 SF	0	N/A	Right of Way Water Retention Area				
119A			19,507 SF							
120	6	Seminole County	8,303 SF	0	N/A	Right of Way Water Retention Area				
120A			1,012 AC							
121	6	Jesse S. Hays & Nancy W. Hays, his wife	11,467 SF	3.100 AC	N/A					
122	6.7	Small Bay Partners, LLC	0,324 AC	13,021 AC	N/A					
123	6	Patricia A. Robinson	8193 SF	N/A	1,643 AC					
124	6	Maranda Systems, Inc.	7182 SF	N/A	6,292 AC					
125	6.7	Raymond H. Soren & Catherine L. Soren	5182 SF	N/A	0.832 AC					
125A			2,110 SF							
126	7	Richard L. Odell	2103 SF	N/A	0.489 AC					
126A			744 SF							
126B			7545 SF							
127		Not Used								
128	7	Guth A. Schweizer	0,316 AC	1,687 AC	N/A					
129	7.8	Wharton-Smith Properties, Ltd.	6873 SF	2,153 AC	N/A					
RIGHT OF WAY, MAP			SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT RIGHT OF WAY MAPPING			THIS MAP IS NOT A SURVEY			LEGEND	
									PARCEL NUMBER IDENTIFICATION	TYPE USE
									100-699	DEEDS OF ALL TYPES
									700-799	TEMPORARY EASEMENTS
									800-899	PERPETUAL EASEMENTS
									900-999	LICENSE
									APPROVED BY: DATE: 01/15/03	
									PREPARED BY: 01/15/03	SECTION: 15
									CHECKED BY: 01/15/03	SEMINOLE COUNTY
									FED. PROJ. ID: N/A	15 (Update Road) from S.R. 46 to S.R. 600 I.D. 17-921
									COUNTY ROAD NO. 15/600	SHEET 13 OF 13

## OWNERSHIPS

C.R. 15 Upsala Road from S.R. 46 to S.R. 600 U.S. 17-921

## OWNERSHIPS

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS	RECORDING DATA	REVISION BLOCK		
				LEFT	RIGHT			REVISION	DATE	BY
121A	6	Jesse S. Hayes & Nancy E. Hayes, his wife	11 SF	See Parent Tract 121		Temporary Construction Easement				
121B	6		304 SF			Temporary Construction Easement				
122A	6	Small Bay Partners, LLC	64 SF	See Parent Tract 122		Temporary Construction Easement				
122B	7		801 SF			Temporary Construction Easement				
122C	7		120 SF			Temporary Construction Easement				
126A	7	Richard L. Odell	88 SF	See Parent Tract 126		Temporary Construction Easement				
126B	7		144 SF			Temporary Construction Easement				
127	7	First Baptist Church of Lake Monroe, Inc.	537 SF	N/A	1.075 AC	Temporary Construction Easement				
128A	7	Garth A. Schwalzer	35 SF	See Parent Tract 128		Temporary Construction Easement				
128B	7		1580 SF			Temporary Construction Easement				
128C	7		75 SF			Temporary Construction Easement				
129	7	Whorton-Smith Properties, Ltd.	71 SF	See Parent Tract 129		Temporary Construction Easement				
132	8	Jason Patrick Post	58 SF	See Parent Tract 132		Temporary Construction Easement				
132A	8	Van Companies, Inc.	76 SF	See Parent Tract 133		Temporary Construction Easement				
132B	8		228 SF			Temporary Construction Easement				
134A	8	Lake Monroe Partners, L.L.C.	71 SF	See Parent Tract 134		Temporary Construction Easement				
134B	8		40 SF			Temporary Construction Easement				
136	8	Habibi Hantman	458 SF	See Parent Tract 136		Temporary Construction Easement				
139	8	James A. Bulmer & Linda S. Bulmer	78 SF	See Parent Tract 139		Temporary Construction Easement				
140A	8	Joseph Henry Carmon & Sandra Ellen Carmon	411 SF	See Parent Tract 140		Temporary Construction Easement				
140B	8		776 SF			Temporary Construction Easement				
141	8,9	Road Tong Railway Development, Inc.	45 SF	See Parent Tract 141		Temporary Construction Easement				
142	8,9	Charley C. Hodges a/k/a Charlie C. Hodges & Cynthia D. Tibbelle	1025 SF	See Parent Tract 142		Temporary Construction Easement				
145	4	B2'S Wholesale Club, Inc.	265 SF	See Parent Tract 145		Temporary Construction Easement				
146	7	Edgar J. Barnett, as Trustee	382 SF	See Parent Tract 146		Temporary Construction Easement				
147A	7	Garth Schwalzer, Kent Berg & Beverly Brasius	272 SF	N/A	1.016 AC	Temporary Construction Easement				
147B	7		235 SF			Temporary Construction Easement				
148	8	JZ Riders, Inc.	35 SF	See Parent Tract 148		Temporary Construction Easement				
846	7	Edgar J. Barnett, as Trustee	83 SF	See Parent Tract 146		Perpetual Drainage Easement				
849	7	Lisa G. Bruce & Laura S. Bruce	3766 SF	N/A	8.938 AC	Perpetual Drainage Easement				

RIGHT OF WAY MAP

SEMINOLE COUNTY PUBLIC WORKS DEPARTMENT  
RIGHT OF WAY MAPPING

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS MAP IS NOT A SURVEY

ST. DATE  
FILED BY: \_\_\_\_\_  
FINAL BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_

FED. PROJ. ID: N/A  
COUNTY ROAD NO. 15/500

SECTION N/A  
SEMINOLE COUNTY

NOT PREPARED BY  
BOWEN-DAUGHERTY & ASSOC., INC.  
P.O. BOX 1072  
SEMINOLE, FL 34070

TYPE USE  
DEEDS OF ALL TYPES  
TEMPORARY EASEMENTS  
PERPETUAL EASEMENTS  
LICENSE

PROJECT NO. N/A  
SHEET 02 OF 03

**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:**

Work Order Amount: \_\_\_\_\_

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:**

\_\_\_\_\_, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_, President

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

**WITNESSES:**

\_\_\_\_\_  
(Seminole County Contracts Analyst, print name)

By: \_\_\_\_\_  
Peter W. Maley, Contracts Supervisor

Date: \_\_\_\_\_

\_\_\_\_\_  
(Seminole County Contracts Analyst, print name)

As authorized by Section 330.3, Seminole  
County Administrative Code.

## 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.

## SECTION 4

### Hourly Rate Fee Schedule

Hourly Rates for each of the following categories:

Principal and "key personnel":

Principal:	\$125.00/Hr.
Key Personnel:	\$100.00/Hr.

Qualified Associates:

Qualified Associates: \$75.00/Hr.

Research Associates:

Research Associates: \$50.00/Hr.



"Donald Oehlich"  
<dono@floridarealtyanalysts.com>

03/14/2006 09:14 PM

Please respond to  
"Donald Oehlich"  
<dono@floridarealtyanalysts.com>

To <DReed@seminolecountyfl.gov>

cc

bcc

Subject Re: Hourly Rates

Diane:

The following are the hourly rates for the Environmental Consultant. Please let me know if there is anything else you need. I am out of the office for the rest of the week. I will be returning on Monday.

Don,

Per Rusty Seivers request, I am responding to your firm's need for hourly rates for the C.R. 15 alignment in Seminole County.

For wetland assessments of the eminent domain parcels and the associated reports, hourly rates are \$90/hour.

For expert witness, rates are \$120/hour

If you need any further information, please do not hesitate to call. Thank you for including our firm on your team.

## **Yvonne I. Froscher**

**Environmental Consultant**

P.O. Box 195305

Winter Springs, FL 32719-5305

Telephone: 407-327-2020

FAX: 407-327-1718

E-mail: [yifr@earthlink.net](mailto:yifr@earthlink.net)

**From:** [DReed@seminolecountyfl.gov](mailto:DReed@seminolecountyfl.gov)

**To:** [Donald Oehlich](#)

**Sent:** Tuesday, March 14, 2006 1:01 PM

**Subject:** Re: Hourly Rates

Thank you, I will get this moving once I receive the other rates.

Diane Reed  
Senior Contracts Analyst, Fiscal Services  
Seminole County Purchasing & Contracts  
1101 E. First Street  
Sanford, FL 32771-1468

W

D

R

## W. D. RICHARDI, INC.

(407) 894-6976

(407) 895-1753

E-Mail: WRICHARDI@cfl.rr.com

P.O. BOX 140531, ORLANDO, FL 32814

CGC000646

March 6, 2006

Donald P. Oehrich, MAI  
Florida Realty Analysts, Inc.  
407 Wekiva Springs Road, Suite 361  
Longwood, Florida 32779

Re: Right-of-Way / Eminent Domain Continuing Services

Gentlemen:

Thank you for considering W. D. Richardi, Inc. to assist you in your future assignments for eminent domain services.

Our hourly rate proposal is as follows:

Principal Estimator	\$100.00
Associate	\$55.00
Clerical	\$35.00

These are the hourly rates we will be charging governmental entities (federal, state, or local) are are no different than the hourly rates we will be charging our general clientele in the year 2006.

If you have any questions, please don't hesitate to call.

Sincerely,

W.D. Richardi, Inc.

WDR

William D. Richardi, President



## FRED B. LaDUE & ASSOCIATES, INC.

2150 49<sup>TH</sup> STREET NORTH SUITE B  
ST. PETERSBURG, FL 33710  
(727) 322-6140 FAX (727) 322-6079

APPRAISERS \* CONSULTANTS  
[fladue@tampabay.rr.com](mailto:fladue@tampabay.rr.com)

P.O. BOX 5139  
LARGO, FL 33779

3/14/2006

Donald Oehlrich  
Florida Realty Analysts, Inc.

**RE: Furniture Fixture & Equipment Appraisal Services**  
**Project: CR 15 (Seminole County)**  
**Certifications & Rate Structure**

Dear Mr. Oehlrich:

Thank you for the opportunity to continue to provide expert witness services for the Seminole County and the above reference project. I respectfully submit the following certifications for your consideration:

**Direct Expenses:**

I certify that direct expenses related to the appraisal process will be the responsibility of Fred B. La Due & Associates, Inc. Expenses for post valuation services and trial exhibits are excluded from the appraisal rates and services.

**Proposed Billing Rates:**

The firm of Fred B. La Due & Associates, Inc. is, and has been, on the approved list of appraisers of the Florida Department of Transportation as well as many other state and federal agencies. Our current fee structure is based on \$125.00 per hour for Principal, (Fred B. La Due, II, ASA) and \$75.00 per hour for Associate, (Brian Kollar). This rate is constant with our many active contracts with the FDOT as well as our hourly rate when working in private industry.

I am excited to be a part of this team and looking forward to working with you on future projects. If I may be of any further assistance please feel free to contact me at 727/322-6140.

Highest Regards,

Fred LaDue, II, ASA

## MARION I. SKILLING & ASSOCIATES, INC.

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### 2006 Rate Schedule

<u>Professional Services</u>	<u>Hourly Rate</u>
Principal	\$135.00
Principal Planner	\$120.00
Senior Planner	\$95.00
Planner I	\$80.00
Planning Assistant	\$65.00
Cad Technician	\$75.00
Administrative	\$50.00



## 2006 Hourly Rate Schedule C

### Category Contracts

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc., will take effect on January 1, 2007. The use of "Engineer" in the titles in the Hourly Rate Schedule applies to professional engineers, geologists, and surveyors. For rate purposes only, the Category also includes other staff members educated and/or trained as engineers, geologists, surveyors, environmental specialists, landscape architects, economists, planners, and others.

Category:	Invoice Rate:
Expert Witness	\$200.00
Principal	\$170.00
Senior Staff Consultant	\$150.00
Project Manager and Staff Consultant	\$130.00
Project Engineer, Senior Staff Engineer, Senior Staff Project Designer, Senior Construction Engineer, and Senior Construction Administrator	\$115.00
Lead Engineer, Lead Project Designer, Staff Engineer, Staff Project Designer, Construction Engineer, and Construction Administrator, and Project Coordinator	\$105.00
Senior Engineer, Senior Project Designer, Senior Designer, and Senior Construction Specialist	\$90.00
Engineer, Project Designer, Designer, and Construction Specialist	\$75.00
*Senior Drafter, Senior Technician, and Staff Technician	\$65.00
*Drafter and Technician	\$55.00
*Administrative Assistant and Secretary	\$55.00
*Clerical and Clerk	\$45.00

\*Non-exempt personnel categories, subject to overtime rate.



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## 2006 Hourly Rate Schedule C

### Category Survey Contracts

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc., will take effect on January 1, 2007.

Category:	Invoice Rate:
2-Person Survey Crew	\$95.00
2-Person Survey Crew with Auto Instrument	\$110.00
3-Person Survey Crew	\$125.00
4-Person Survey Crew	\$155.00
Registered Land Surveyor	\$110.00
Survey Project Manager	\$85.00
Field Supervisor	\$75.00
*Senior Survey Technician, Survey CADD Operator	\$65.00
*Survey Drafter, Survey Technician	\$55.00
*Clerical	\$45.00

\*Non-exempt personnel categories, subject to overtime rate.

#### Equipment:

Vehicles	\$0.75 / mile
Prints	\$5.00 / print
Stakes (Wood)	\$20.00 / 50 stakes
Stakes (1/2" Rebar)	\$1.00 / each
Concrete Monuments	\$10.00 / each

#### Notes:

1. All overnight travel expense is billed at the amount spent (i.e., motel, meals, public transportation, etc.)
2. The above rates include all field supplies not noted above such as nails, flagging, paint, etc.
3. In the event of bad weather, GAI does not invoice for the time lost unless the client requires GAI to report to the project site or remain on the project site
4. Non-standard equipment and/or supplies, specifically required for an assignment, will be purchased and billed against the project at cost
5. GAI reserves the right to charge a minimum of four (4) hours to any field assignment in the event the GAI crew is required on site for less than four (4) hours