

## **REQUEST FOR PROPOSALS**

**22. Award RFP-4251-05/AJR – Miscellaneous Parcels – Appraisal Services for Recreational Trail Projects to Cuddeback & Associates, (Estimated \$150,000.00 per year).**

RFP-4251-05/AJR will provide Seminole County with a professional property appraisal consultant to provide support services to complete property appraisals for parcels that are to be acquired by the County as permanent recreational trails. The consultant must prepare appraisal reports that conform to the County's appraisal requirements.

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

- Bullard, Hall & Adams, Inc., Daytona Beach;
- Clayton, Roper & Marshall, Altamonte Springs;
- Cuddeback & Associates, Land O Lakes;
- Florida Realty Analyst, Longwood;
- The Appraisal Group of Central FL, Inc., Altamonte Springs;
- The Spivey Group, Inc., Orlando.

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

Consideration was given to the following criteria:

- Eminent Domain Trial Experience;
- Technical Proposal/Fee Schedule;
- Quality of Work Product;
- Firm/Staff Qualifications;
- References.

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

- The Appraisal Group of Central FL, Inc., Altamonte Springs;
- Clayton, Roper & Marshall, Altamonte Springs;
- Cuddeback & Associates, Land O Lakes.

Consideration was given to the following criteria:

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

The Evaluation Committee recommends that the Board award an agreement to Cuddeback & Associates, Land O Lakes. Cuddeback & Associates focus only on eminent domain projects and have very qualified team members with extensive trial experience. The agreement will take effect upon execution and remain in effect for three (3) years and at the sole option of the County may be renewed for two (2) one (1) year periods.

The Consultant will be authorized to perform services under this agreement by written Work Orders issued and executed by the County and signed by the Consultant. The scope and dollar amount for each Work Order will be within the constraints of the Board approved project budget. The estimated contract value is \$150,000.00 per year.

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

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

RFP NUMBER: RFP-4251-05/AJR

RFP TITLE: Professional Appraisal Services for Recreational Trail Projects – Miscellaneous Parcels

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

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

Page 1 of 1

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Bullard, Hall & Adams, Inc. 1144 Pelican Bay Drive Daytona Beach, Florida 32119  (386) 788-3770 – Phone (386) 788-7995 – Fax David K. Hall, ASA	Clayton, Roper & Marshall 246 North Westmonte Drive Altamonte Springs, Florida 32714  (407) 772-2200 X 310 – Phone (407) 772-1340 – Fax Paul M. Roper, MAI, SRA	Cuddeback & Associates 21323 Preservation Drive Land O Lakes, Florida 34638  (813) 929-0050 – Phone (813) 995-0242 – Fax George Cuddeback	Florida Realty Analysts 407 Wekiva Springs Road, Suite 361 Longwood, Florida 32779  (407) 862-7070 – Phone (407) 862-0122 – Fax Donald P. Oehlrich

RESPONSE -5-	RESPONSE -6-		
The Appraisal Group of Central FL, Inc. 378 Center Pointe Circle, Suite 1286 Altamonte Springs, Florida 32701  (407) 539-1288 – Phone (407) 539-7004 – Fax H. Kimberly Pope	The Spivey Group, Inc. 1700 North Orange Avenue, Suite 100 Orlando, Florida 32804  (407) 423-1430 – Phone (407) 422-2267 – Fax Ted Hastings III		

## EVALUATION CONSIDERATIONS

- Quality of Work Product – 0 – 20 Points
- Firm/Staff Qualifications – 0 – 20 Points
- Technical Proposal / Eminent Domain Trail Testimony – 0 – 25 Points
- Fee Schedule – 0 – 25 Points
- References and Other factors – 0 – 10 Points

Tabulated by T. Roberts, CPPB, Sr. Contracts Analyst – 5/11/2005 (Posted 5/12/2005 11:00 am)

## Status / Schedule:

Evaluation Meeting: May 27, 2005 at 11 am, Reflections, Wekiva Room, 520 West Lake Mary Blvd, Sanford, FL  
Presentations: June 10, 2005 at 10:40 am, est., Reflections, Lake Jesup Room, 520 West Lake Mary Blvd, Sanford, FL

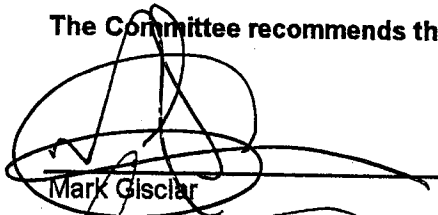
Short-listed Firms: The Appraisal Group of Central FL, Inc.; Clayton, Roper & Marshall; Cuddeback & Associates


Recommendation of Award: Cuddeback & Associates Appraisal Services, PA  
Presented to the Board of County Commissioners for final approval: July 26, 2005

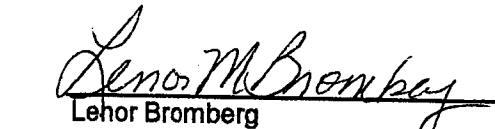
**PRESENTATION RANKINGS**  
**RFP-4251-05/AJR - APPRAISAL SERVICES FOR RECREATIONAL TRAIL PROJECTS**

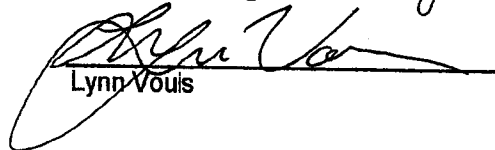
	M. Gislar	L. Bromberg	B. Risner	A. Schwartz	L. Vous	TOTAL POINTS	RANKING
CLAYTON, ROPER & MARSHALL	3	3	2	2	3	13	3
CUDDEBACK & ASSOCIATES	1	2	1	1	1	6	1
THE APPRAISAL GROUP OF CENTRAL FL, INC.	2	1	3	3	2	11	2


The Committee recommends that the Board approve the top ranked firm of Cuddeback & Associates for this contract.

  
Mark Gislar

  
Al Schwartz

  
Lehor Bromberg

  
Lynn Vous

  
Bob Risner

**EVALUATION RANKINGS****RFP-4251-05/AJR - APPRAISAL SERVICES FOR RECREATIONAL TRAIL PROJECTS**

	M. Gisclar	L. Bromberg	B. Risner	A. Schwartz	L. Vouis	TOTAL POINTS	RANKING
BULLARD, HALL & ADAMS, INC.	5	5	6	6	3	25	6
CLAYTON, ROPER & MARSHALL	2	6	2	1	4	15	2
CUDDEBACK & ASSOCIATES	1	2	3	2	6	14	1
FLORIDA REALTY ANALYSTS	6	3	1	3	5	18	5
THE APPRAISAL GROUP OF CENTRAL FL, INC.	3	1	5	5	2	16	3
THE SPIVEY GROUP, INC.	4	4	4	4	1	17	4

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Bullard, Hall & Adams, Inc.

QUALIFICATION COMMITTEE MEMBER: Mark Gisclair

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Appraisal for FDOT - Perpetual Easement /  
And Temp. - Standard Professional Appraisal

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

? No MAI's ON STAFF?

? ALREA COLLEGE EQUIVALENCY? ACCORDING TO WHO?

Score 15  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

EXTENSIVE, BUT VERY LITTLE LAST COUPLE OF YEARS.  
REGARDLESS, OBVIOUSLY MAY TESTIFY AS AN EXPERT.

Score 25  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

BRIEF NARRATIVE REGARDING METHODOLOGY OF  
APPRAISING TRAIL EASEMENT.

Score 20  
(0-25)

Criteria: References 10%

INCLUDED

Score 10  
(0-10)

Total Score 90  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Mark GUSLAN

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

LITES REPORTS OF FILE w/ COUNTY. - REVIEWER IS  
AWARE OF WORK PRODUCT QUALITY.

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

STRONG FIRM

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

SECOND TO NONE w/ I THE STATE OF FLORIDA

Score 25  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

NARRATIVE WEAK REGARDING METHODOLOGY OF APPRAISING  
TRAIL EASEMENT, ESP. WHERE LOCATED WITHIN AN  
EXISTING UTILITY CORRIDOR

Score ~~25~~ 22  
(0-25)

Criteria: References 10%

INCLUDED

Score 10  
(0-10)

Total Score ~~97~~ 97  
(0-100)

MDG  
5-26-05

MDG  
5-26-05

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback & Associates

QUALIFICATION COMMITTEE MEMBER: Mark Gisciar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

EXCELLENT

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

STRONG ASSOCIATION

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

VAST EXPERIENCE...

Score 25  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

EXCELLENT!

Score 25  
(0-25)

Criteria: References 10%

INCLUDED...

Score 10  
(0-10)

Total Score 100  
(0-100)



RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Florida Realty Analysts

QUALIFICATION COMMITTEE MEMBER: Mark Gisciar

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

PROFESSIONAL ... STRONG ... ACTUAL IS FOR  
A TRAIL EASEMENT.

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

(1) MAI & APPRAISER ASSOCIATES (4 EA.).

Score 18  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

NONE... HOWEVER, HAS TESTIFIED IN SEVERAL  
ORDERS OF TAKING HEARINGS.

Score 15 MDG  
(0-25) 5-26-0

Criteria: Technical Proposal/Fee Schedule 25%

EXCELLENT NARRATIVE REGARDING METHODOLOGY  
FOR APPRAISING TRAIL EASEMENTS.

Score 25  
(0-25)

Criteria: References 10%

INCLUDED.

Score 10  
(0-10)

Total Score 88  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Central Florida, Inc.

QUALIFICATION COMMITTEE MEMBER: Mark Gisclair

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

~~Appraisal~~ APPRAISAL OF TRAIL PROJECT IN POLK COUNTY.  
EXCELLENT.

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

STRONG FIRM

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

APPEARS TO HAVE SOME. DATES ON SUBMITTAL  
ARE IN ERROR... ?

Score 20  
(0-25)

MDG  
5-26-05

Criteria: Technical Proposal/Fee Schedule 25%

EXCELLENT NARRATIVE...

Score 25  
(0-25)

Criteria: References 10%

INCLUDED...

Score 10  
(0-10)

Total Score 95  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Spivey Group, Inc.

QUALIFICATION COMMITTEE MEMBER: Mark Giscian

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

STANDARD PROFESSIONAL APPRAISAL -

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

EXCELLENT - ONE OF THE BEST

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

EXTENSIVE

Score 25  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

WEAK METHODOLOGY OF APPRAISAL NARRATIVE AS TO  
APPROACH OF TRAIL EASEMENT...

Score ~~25~~ 18 MDG  
(0-25) 5-26-05

Criteria: References 10%

INCLUDED.

Score 10  
(0-10)

Total Score 93  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Bullard, Hall & Adams, Inc.

QUALIFICATION COMMITTEE MEMBER: Lynn Louise

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

good appraisal

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

I have no doubt they would do a good job  
in the appraisal

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Would help if had MAI to testify

Score 18  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Highest hourly rate

Score 22  
(0-25)

Criteria: References 10%

Score 9  
(0-10)

Total Score 89  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Ryan Davis

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Didn't submit any work product. Lots of appraisals  
on file have but could have submitted and in  
particular?

Score 8  
(0-20)

Criteria: Firm/Staff Qualifications 20%

Firm is well qualified to do the work, of course

Score 18  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Score 25  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Highest hourly rate

Score 22  
(0-25)

Criteria: References 10%

Score 8  
(0-10)

Total Score 81  
(0-100)

**RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects**

**SUBMITTAL COMPANY NAME:** Cuddeback & Associates

**QUALIFICATION COMMITTEE MEMBER:** 

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria:** Quality of Work Product 20%

I liked the analysis in appraisal &  
fact that it was a trail appraisal

Score 20  
(0-20)

**Criteria:** Firm/Staff Qualifications 20%

Have alot of experience - 2 mo's

Score 19  
(0-20)

**Criteria:** Eminent Domain Trial Experience 25%

No real seminole county experience, but lots on  
west coast

Score 20  
(0-25)

**Criteria:** Technical Proposal/Fee Schedule 25%

Lowest hourly rate

Score 25  
(0-25)

**Criteria:** References 10%

Score 9  
(0-10)

Total Score 93  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Florida Realty Analysts

QUALIFICATION COMMITTEE MEMBER: *[Signature]*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

The trail appraisals were very good.

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

very qualified Not as experienced as some of the others, but they are alot older.

Score 19  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Never done a trial (yet)

Score 18  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Lowest hourly rate

Score 25  
(0-25)

Criteria: References 10%

Score 9  
(0-10)

Total Score 97  
(0-100)

**RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects**

**SUBMITTAL COMPANY NAME:** The Appraisal Group of Central Florida, Inc.

**QUALIFICATION COMMITTEE MEMBER:** Lynn Young

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria:** Quality of Work Product 20%

I like the analysis in the appraisal

Score 20  
(0-20)

**Criteria:** Firm/Staff Qualifications 20%

Score 20  
(0-20)

**Criteria:** Eminent Domain Trial Experience 25%

Score 22  
(0-25)

**Criteria:** Technical Proposal/Fee Schedule 25%

Next to lowest hourly rate.

Score 24  
(0-25)

**Criteria:** References 10%

Score 9  
(0-10)

**Total Score** 95  
(0-100)



**RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects**

**SUBMITTAL COMPANY NAME:** The Spivey Group, Inc.

**QUALIFICATION COMMITTEE MEMBER:** *[Signature]*

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria:** Quality of Work Product 20%

Appraisal for drainage. Not as much (pertinent to trails) analysis as some of the others.

Score 16  
(0-20)

**Criteria:** Firm/Staff Qualifications 20%

Firm is of course qualified

Score 18  
(0-20)

**Criteria:** Eminent Domain Trial Experience 25%

Score 25  
(0-25)

**Criteria:** Technical Proposal/Fee Schedule 25%

Score 23  
(0-25)

**Criteria:** References 10%

Score 8  
(0-10)

Total Score 90  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Bullard, Hall & Adams, Inc.

QUALIFICATION COMMITTEE MEMBER: AL Schwartz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Discussion of easement rights  
good supplemental information

Score 17  
(0-20)

Criteria: Firm/Staff Qualifications 20%

ASA, Seminole Co. work, not clear  
how much trail

Score 13  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Some Times, Several OT

Score 22  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

\$150 / \$150 / \$65 / \$40

Score 21  
(0-25)

Criteria: References 10%

Local Attorneys & Others

Score 10  
(0-10)

Total Score 83  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: AL SCHWARTZ

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Appraisals in-depth, good methodology,  
provides good supplemental information

Score 17  
(0-20)

Criteria: Firm/Staff Qualifications 20%

Several quality projects in Seminole Co.,  
MAIS of easements,

Score 18  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Several trials & OTS in Seminole Co.  
Including several recent projects

Score 24  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

\$150 / \$125 / \$100 / \$60

Score 22  
(0-25)

Criteria: References 10%

Seminole Co. referenced - atty / project

Score 10  
(0-10)

Total Score 91  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback & Associates

QUALIFICATION COMMITTEE MEMBER: AL Schwartz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Good comparison review of ADIS 'I' rights  
lost to state & discussion RE. 270  
of rights lost, canva provide DEEDS / info on each sale,  
cascant appraisal, good support w/ Teguhamp examples  
Score 18  
(0-20)

Criteria: Firm/Staff Qualifications 20%

MAI Done work in FL done  
excellent VALUATION, some recreational  
trail - HARVEY CO.  
BOTIT CHARLES & TEGUHAMP  
Score 17  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Testimonial in 22 jury trials, OTS  
Score 22  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

\$125 / \$100  
Score 23  
(0-25)

Criteria: References 10%

Attorney references in FL  
Score 10  
(0-10)

Total Score 90  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Florida Realty Analysts

QUALIFICATION COMMITTEE MEMBER: AL Schwartz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

DETAILED USE OF TRAIL CONTACT STUDY,  
GOOD SUPPLEMENTAL INFORMATION AND INCLUDES  
ARTICLES W/ ECONOMIC BENEFITS OF TRAILS SECTION,  
COMPUTER IMAGES

Score 18  
(0-20)

Criteria: Firm/Staff Qualifications 20%

MAF Seminole Co. trail easement compl-cty  
PARCEL 104

Score 18  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

SEVERAL OTS, not clear re. trail

Score 19  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

\$125 / \$75 / \$50

Score 23  
(0-25)

Criteria: References 10%

LOCAL ATTORNEYS and others

Score 10  
(0-10)

Total Score 88  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Central Florida, Inc.

QUALIFICATION COMMITTEE MEMBER: AC Schumacher

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Current appraisal, some discussion re %  
good supplemental information

Score 17  
(0-20)

Criteria: Firm/Staff Qualifications 20%

MAI did a trail - West Orange Trail  
Seminole Co. work

Score 17  
(0-20)

Criteria: Eminent Domain Trail Experience 25%

SEVERAL OTs in Seminole Co., trail  
work

Score 20  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

\$135 / \$95 / \$65

Score 22  
(0-25)

Criteria: References 10%

Anthony & review appraisals - local

Score 10  
(0-10)

Total Score 86  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Spivey Group, Inc.

QUALIFICATION COMMITTEE MEMBER: AL Schwarz

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

DETAILED Eminent Domain APPRAISAL 9000  
SUPPLEMENTAL INFORMATION, MINOR ADJUSTMENTS,  
WARRANTED CLOSURES TAKING AS TO

Score 17  
(0-20)

Criteria: Firm/Staff Qualifications 20%

MAI, multiple parcels in Seminole Co.,  
not clear on trail work

Score 17  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Several trials & OTS including  
Recent Seminole Co.

Score 22  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

\$145 / \$145 / \$110 / \$110 / \$85 / \$85 /  
\$85 / \$85

Score 21  
(0-25)

Criteria: References 10%

Local Attorneys & Review Appraisers

Score 10  
(0-10)

Total Score 87  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Bullard, Hall & Adams, Inc.

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

good quality; well organized w/ TOC; completed 2004 for SR 200 in Nassau Co.

Score 18  
(0-20)

Criteria: Firm/Staff Qualifications 20%

Resumes of 2 appraisers; Cert. of 1 appraiser; may sub-out?  
have eminent domain exp. w/ other County's & FOOT - none w/ Seminole since 2001.  
data services, etc. adequate

Score 16  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Court Exp. - 98-05 - few trial mostly OT's.  
more than half FOOT SR 20 or SR 200.

Score 22  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

basic understanding; very little detail in description - notes Trail & Railroad  
Fee schedule for staff included

Score 20  
(0-25)

Criteria: References 10%

Trail in early 90's  
5 eminent domain similar projects roadway related - all county or state.  
2000<sup>CO</sup> 2005 finish, 2000 CO 2001 CO 1999 CO  
incl. good discussion on schedule/timely response  
work load light - nothing from Sem. Co. since 2001

Score 9  
(0-10)

Total Score 85  
(0-100)



RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper & Marshall

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Reports on file - nothing included w/ submittal

Score 10  
(0-20)

Criteria: Firm/Staff Qualifications 20%

5 cert. appraisers; 2 trainees; 4 w/ Eminent Domain  
data services adequate

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

court exp. 02-03 3 of 5 for Sem. Co.; Rdwy.

Score 24  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

good detailed description of roles/responsibilities; not a lot on methodology.  
Fee schedule of staff included

Score 22  
(0-25)

Criteria: References 10%

No Trails - mostly roadway. Refs are for work w/ S.D. 96-02  
all Ref. County & state - good schedule / timely response discussion  
Roper's current workload list fairly long - incl. Trails, DHS, parks

Score 7  
(0-10)

Total Score 83  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback & Associates

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

*missed addenda*  
provided 3 reports - 2 by contract employee & 1 by Cuddeback.  
1 - perm. util. case; 1 perm. ease for <sup>8100</sup> trail; and 1 ingress/egress (private)  
2 by contractor substantial, well org.; pvt.; 1 by Cuddeback less substantial but well done.

Score 18  
(0-20)

Criteria: Firm/Staff Qualifications 20%

No resumes included. Cuddeback has no Sem. Co. work, but has other comm. & state  
exp - incl. trail & utility work. Tegenkamp has Orinda & Sem. Co. exp; incl. trails  
lots of subs - 1 man show? data service, etc. adequate  
cert. for Cuddeback & Tegenkamp

Score 10  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Cuddeback has good eminent domain trial exp - no Sem. Co.

Score 22  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

good detailed description of tasks, method/approach.  
Staff fees incl. - Appraiser & Associate

Score 24  
(0-25)

Criteria: References 10%

no references for appraisals - 4 DOT trial references  
nothing on current workload/assignments

Score 5  
(0-10)

Total Score 79  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Florida Realty Analysts

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

CSI- Chenet - Very professional, well organized and thorough.

Score 19  
(0-20)

Criteria: Firm/Staff Qualifications 20%

Resumes for key appraisers incl. good cross section of eminent domain exp  
cert. included; good x section of firm exp.  
data services adequate

Score 18  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

No trial appearance, but Orange & Seminole OT testimony. 95, 99, 02, 03 also 03, 05

Score 22  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Orange & Seminole exp.  
Brief description of understanding; did recent research for trails.  
not much more on approach or methods. Fee schedule incl.  
more in Supplemental exp! QA discussion

Score 24  
(0-25)

Criteria: References 10%

References for OT testimony; none for appraisals  
Nothing on work had  
Brief discussion on "timely manner"

Score 5  
(0-10)

Total Score 88 -7 81  
(0-100)

(3)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Central Florida, Inc.

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Drain Ease in 03; text well org. w/ TIC; attachments / exhibits just tacked on; text - professional looking. good detail

Score 16  
(0-20)

Criteria: Firm/Staff Qualifications 20%

Resumes & Cert. incl; 3 exp on board; 1 contract & 1 assistant  
good eminent domain exp; qual as expert in Sem Co FDOT  
Trail exp - and Rd. data services adequate

Score 18  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Multiple OT hearings - FDOT, Sem Co; Trials - Polk Co, FDOT

Score 24  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Good detail on understanding & approach. good coverage of issues  
staff fee schedule included

Score 24  
(0-25)

Criteria: References 10%

Good list of references  
Available July - 10 - 25 per month

Score 9  
(0-10)

Total Score 91  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Spivey Group, Inc.

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Very well org., tx. professional, thorough. Drain Ease

Score 19  
(0-20)

Criteria: Firm/Staff Qualifications 20%

5 cert. appraisers - Resumes & cert. - all w/ eminent domain / condemnation exp.  
Firm specialists in em. dom. / condem. - 2 qual as app. within FL Ct.  
Good Xsect of similar exp. - mostly rd, but some trail.  
Data serv. as adequate

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Good/long history of hearing / trial exp. - incl. Sem Co.

Score 24  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

QC plan - good doc. of roles and discussion on methods.  
fee schedule included

Score 24  
(0-25)

Criteria: References 10%

Good Xsect of references. - cost savings history.  
Good availability.  
Little discussion on timely response - but good commitment to availability

Score 9  
(0-10)

Total Score 96  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Bullard, Hall & Adams, Inc.

QUALIFICATION COMMITTEE MEMBER: Robert R. Risher

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Good quality work product

Score 18  
(0-20)

Criteria: Firm/Staff Qualifications 20%

No MAI Appraiser on staff

Score 15  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Hall - 4 trials no win Sam. Co. in 2001 (panel 106/126 Haines But Rd.) Testimony skills were Average during trial

Score 20  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Limited proposal/explanation of proposed Methodologies for trial assessment

Score 19  
(0-25)

Criteria: References 10%

Good References

Score 10  
(0-10)

Total Score 82  
(0-100)

**RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects**

**SUBMITTAL COMPANY NAME:** Clayton, Roper & Marshall

**QUALIFICATION COMMITTEE MEMBER:** \_\_\_\_\_

**Describe strengths, weaknesses and deficiencies to support your assessment.**

**Criteria:** Quality of Work Product 20%

No work product submitted for trail records part  
history interview good qualifications in the area, however

Score 17  
(0-20)

**Criteria:** Firm/Staff Qualifications 20%

MAI description good staff

Score 20  
(0-20)

**Criteria:** Eminent Domain Trial Experience 25%

Excellent experience in trial testimony

Score 25  
(0-25)

**Criteria:** Technical Proposal/Fee Schedule 25%

No discussion of potential trail methodology

Rate: Principal \$150/hr Director App. \$125/hr Assoc. \$100/hr  
CAD Mgr \$60/hr

Score 18  
(0-25)

**Criteria:** References 10%

Score 10  
(0-10)

Total Score 90  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback & Associates

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Work product showed good description of 'Build at Right' lost and Retained

Score 19  
(0-20)

Criteria: Firm/Staff Qualifications 20%

MAE designation

Score 18  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Experienced expert witness but not qualified in Service

Score 20  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Very good explanation of eminent domain Approach  
Substant 125/hr. Tegetrup + 125/hr.

Score 22  
(0-25)

Criteria: References 10%

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\_\_\_\_\_  
\_\_\_\_\_

Score 10  
(0-10)

Total Score 89  
(0-100)



RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: Florida Realty Analysts

QUALIFICATION COMMITTEE MEMBER: Risher

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Good Recreational Trail Appraisal example with trail funding study

Score 20  
(0-20)

Criteria: Firm/Staff Qualifications 20%

MAR qualified

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

No eminent domain experience

Score 20  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Good discussion on Appraisal Trail Study  
Rates Principal 125/hr Assmt 75/hr Recmt 50/hr

Score 21  
(0-25)

Criteria: References 10%

Score 10  
(0-10)

Total Score 91  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Central Florida, Inc.

QUALIFICATION COMMITTEE MEMBER: Reiner

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Appraisal example provided did not provide a  
'Bundled Rights' analysis for the easement

Score 15  
(0-20)

Criteria: Firm/Staff Qualifications 20%

Good Qualifications MAI

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

RM has experience in trial

Score 20  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Adequate Approach discussion  
Revised Appraisal Fee \$135/hr Sub-App \$95/hr Revised App \$65/hr

Score 20  
(0-25)

Criteria: References 10%

Score 10  
(0-10)

Total Score 85  
(0-100)

RFP-4251-05/AJR – Appraisal Services for Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Spivey Group, Inc.

QUALIFICATION COMMITTEE MEMBER: Reson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Quality of Work Product 20%

Work product was decent, and - Appraiser had little  
discussion of Builded Rights!

Score 15  
(0-20)

Criteria: Firm/Staff Qualifications 20%

MAP qualified

Score 20  
(0-20)

Criteria: Eminent Domain Trial Experience 25%

Well qualified and history with similar G.

Score 23  
(0-25)

Criteria: Technical Proposal/Fee Schedule 25%

Adequate discussion of Appraiser

Enter: Principal \$145/hr. Expense Appraiser \$110/hr.  
Assist Appraiser \$85/hr.

Score 20  
(0-25)

Criteria: References 10%

Score 10  
(0-10)

Total Score 68  
(0-100)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: CUDDEBACK & ASSOCIATES

QUALIFICATION COMMITTEE MEMBER: MARK GISCAR

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

~~EXTENSIVE~~ EXTENSIVE

Score 100  
(100-0)

Criteria: Approach to Work (20%)

Clearly understands the scope and valuation  
interests.

Score 100  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

EXTENSIVE

Score 100  
(100-0)

Criteria: Qualifications (20%)

INTERESTING - TWO MAI'S (Known to be among the  
BEST IN THE STATE), JOINING FORCES.

Score 100  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: CUDDERBACK & ASSOCIATES

QUALIFICATION COMMITTEE MEMBER: MARK GISCAR

Criteria: Quality of Presentation (20%)

ALTHOUGH INFORMAL ATMOSPHERE, BOTH OF THE  
MEMBERS PARTICIPATED AND IT WAS OBVIOUS THAT  
THEY COULD COMPLETE ANY TASK ASKED OF THEM  
BY THE COURT.

Score 100  
(100-0)

TOTAL SCORE (100 Points)

RANKING

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: THE APPRAISAL GROUP OF CENTRAL FLORIDA

QUALIFICATION COMMITTEE MEMBER: Mark Biscara

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

EXTENSIVE

Score 100  
(100-0)

Criteria: Approach to Work (20%)

Clearly understands the scope and valuation concerns

Score 100  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

EXTENSIVE

Score 100  
(100-0)

Criteria: Qualifications (20%)

Second to None.

Score 100  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: THE APPRAISAL GROUP OF CENTRAL FLORIDA

QUALIFICATION COMMITTEE MEMBER: MARK GISCAR

Criteria: Quality of Presentation (20%)

ABOVE AVERAGE

Score 90  
(100-0)

TOTAL SCORE (100 Points)

RANKING

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: CLAYTON ROPER & MARSHALL

QUALIFICATION COMMITTEE MEMBER: MARK GISCAR

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:  
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings  
80 – 89 Excellent, Very Good, Solid in all respects.  
70 – 79 Good, No major weaknesses, Fully Acceptable as is  
60 – 69 Marginal, Weak, Workable but needs clarifications  
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

EXTENSIVE

Score 100  
(100-0)

Criteria: Approach to Work (20%)

UNDERSTANDS SCOPE & VALUATION INTERESTS. LIMITED  
EXPERIENCE OUTSIDE OF RR CORRIDORS.

Score 90  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

EXTENSIVE

Score 100  
(100-0)

Criteria: Qualifications (20%)

ONE OF THE TOP APPRAISAL FIRMS IN THE STATE.

Score 100  
(100-0)



RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: CLAYTON ROPER & MARSHALL

QUALIFICATION COMMITTEE MEMBER: MARK GISCLAR

Criteria: Quality of Presentation (20%)

Power Point Presentation Needed A Hand-out  
AND Focused ... TOO MUCH ON RR CORRIDOR STUDIES.  
EXAMPLES PROVIDED (PICTORIAL) WERE NOT CLEAR  
AS TO WHAT WAS THE SCOPE & REQUIREMENTS.

Score 85  
(100-0)

TOTAL SCORE (100 Points)

RANKING

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Appraisal Group of Central Florida

QUALIFICATION COMMITTEE MEMBER: Lynn Vouic

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

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Score 100  
(100-0)

Criteria: Approach to Work (20%)

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Score 100  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

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Score 100  
(100-0)

Criteria: Qualifications (20%)

Has a lot of trail experience (as well as trial experience)

Score 100  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Appraisal Group Central Florida

QUALIFICATION COMMITTEE MEMBER: Lynn Vouis

Criteria: Quality of Presentation (20%)

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Score 99  
(100-0)

TOTAL SCORE (100 Points)

99.8

RANKING

2

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton Roger Marshall

QUALIFICATION COMMITTEE MEMBER: Lynn Louis

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

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Score 100  
(100-0)

Criteria: Approach to Work (20%)

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Score 95  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

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Score 100  
(100-0)

Criteria: Qualifications (20%)

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Score 95  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: CRM

QUALIFICATION COMMITTEE MEMBER: Lynn Vouis

Criteria: Quality of Presentation (20%)

very good presentation

Score 93  
(100-0)

TOTAL SCORE (100 Points)

96.6

RANKING

3

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddle back

QUALIFICATION COMMITTEE MEMBER: Lynn Vouis

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

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Score 100  
(100-0)

Criteria: Approach to Work (20%)

I liked the discussion of easement rights.  
-very easy to understand.

Score 100  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

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Score 100  
(100-0)

Criteria: Qualifications (20%)

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Score 100  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback

QUALIFICATION COMMITTEE MEMBER: Lynn Vouis

Criteria: Quality of Presentation (20%)

I really enjoyed this presentation! Mr. Cuddeback  
is obviously a good teacher - & there fore  
a good expert witness.

Score 100  
(100-0)

TOTAL SCORE (100 Points)

100

RANKING

1

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Central Florida, Inc

QUALIFICATION COMMITTEE MEMBER: AC Schwanz

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

HAS performed major trial work locally,  
and successful trials.

Score 95  
(100-0)

Criteria: Approach to Work (20%)

HAS performed work on various outlying  
ISSUES, including land valuation issues  
location of event

Score 92  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

HAS performed work with Seminole  
County on eminent domain, trail head site

Score 95  
(100-0)

Criteria: Qualifications (20%)

MAI works with several Associates  
and one of which has an MAI

Score 93  
(100-0)



RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Auburn FL

QUALIFICATION COMMITTEE MEMBER: Atchery

Criteria: Quality of Presentation (20%)

OUTLINES several projects and trails,  
focus on trail issues

Score 93  
(100-0)

468

TOTAL SCORE (100 Points)

3

RANKING

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clogren, Hopewell & Marshall

QUALIFICATION COMMITTEE MEMBER: AL Schumy

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

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

Testified in several times,  
Complex issues

Score 97  
(100-0)

Criteria: Approach to Work (20%)

Good discussion regarding ATP & conditions.

Score 95  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

Performed several projects in  
Seaside Co, several multi-year

Score 94  
(100-0)

Criteria: Qualifications (20%)

MAI, several appraisals.

Score 95  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clingen, Poppe & Mansouri

QUALIFICATION COMMITTEE MEMBER: AL Schwann

Criteria: Quality of Presentation (20%)

Discussion regarding ATF

Score 88  
(100-0)

TOTAL SCORE (100 Points)

46.9

RANKING

2

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddihy & Associates

QUALIFICATION COMMITTEE MEMBER: Al Schwane

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

22 times, several OTS

Score 96  
(100-0)

Criteria: Approach to Work (20%)

Has detailed look at bundle of  
rights, detailed discussion of  
easements

Score 95  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

Has done some work in Sandwell Co.,  
several multi-parcels

Score 92  
(100-0)

Criteria: Qualifications (20%)

Born Appraisers MAI

Score 94  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Crowe & Associates

QUALIFICATION COMMITTEE MEMBER: AC Schum

Criteria: Quality of Presentation (20%)

Discussion of layout of project

Score 96  
(100-0)

TOTAL SCORE (100 Points)

473

RANKING

1

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Appraisal Group & Capital Plan

QUALIFICATION COMMITTEE MEMBER: R R Riser

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

Very qualified good recent experience

Score 93  
(100-0)

Criteria: Approach to Work (20%)

Good Methodology Approach

Score 93  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

Handled experience w/ Det. Org. Co. & Service

Score 95  
(100-0)

Criteria: Qualifications (20%)

2 M.A.S., w/ other State Capital Appraiser good graduate  
State

Score 95  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Appraisal Group of Central Florida

QUALIFICATION COMMITTEE MEMBER: RR Riser

Criteria: Quality of Presentation (20%)

Good Presentation

Score 97  
(100-0)

TOTAL SCORE (100 Points)

473

RANKING

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RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: CRM

QUALIFICATION COMMITTEE MEMBER: RR Risen

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:  
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings  
80 – 89 Excellent, Very Good, Solid in all respects.  
70 – 79 Good, No major weaknesses, Fully Acceptable as is  
60 – 69 Marginal, Weak, Workable but needs clarifications  
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

Excellent Experience

Score 100  
(100-0)

Criteria: Approach to Work (20%)

Good

Score 92  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

Good

Score 93  
(100-0)

Criteria: Qualifications (20%)

Good

Score 95  
(100-0)



RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: CRM

QUALIFICATION COMMITTEE MEMBER: RR Risher

Criteria: Quality of Presentation (20%)

AFNY

Score 95  
(100-0)

TOTAL SCORE (100 Points)

475

RANKING

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RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback

QUALIFICATION COMMITTEE MEMBER: R. R. Richer

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

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Score 97  
(100-0)

Criteria: Approach to Work (20%)

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Score 95  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

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Score 93  
(100-0)

Criteria: Qualifications (20%)

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Score 95  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: C. J. Leach

QUALIFICATION COMMITTEE MEMBER: R. R. Riss

Criteria: Quality of Presentation (20%)

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Score 98  
(100-0)

TOTAL SCORE (100 Points)

478

RANKING

\_\_\_\_\_

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Central FL, Inc

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

good coverage / example projects

Score 90  
(100-0)

Criteria: Approach to Work (20%)

- covered most possible issues.  
- good handle on needs of County

Score 95  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

very good - broad coverage in Central FL, including  
Seminole County

Score 100  
(100-0)

Criteria: Qualifications (20%)

comparable trail experience & plus  
wide range of exp & qualifications

Score 95  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: The Appraisal Group of Central FL, Inc.

QUALIFICATION COMMITTEE MEMBER: Lenor Bronberg

Criteria: Quality of Presentation (20%)

Very good - to the point - well spoken & comfortable  
good coverage of criteria

Score 98  
(100-0)

TOTAL SCORE (100 Points) \_\_\_\_\_

RANKING \_\_\_\_\_

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper, & Marshall

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%)

listed in proposal but not mentioned during presentation

Score 85  
(100-0)

Criteria: Approach to Work (20%)

good handle & situation coverage

Score 95  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

listed in proposal; Beeline Marshall (private)  
& City of Leesburg - mentioned.

Score 90  
(100-0)

Criteria: Qualifications (20%)

some trail mentioned  
good staff coverage & qualifications

Score 95  
(100-0)

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Clayton, Roper, & Marshall

QUALIFICATION COMMITTEE MEMBER: Lenor Bronberg

Criteria: Quality of Presentation (20%)

Seem a little unprepared. Presentation did  
not cover all criteria.  
powerpoint nice.

Score 90  
(100-0)

TOTAL SCORE (100 Points) \_\_\_\_\_

RANKING \_\_\_\_\_

RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback & Associates

QUALIFICATION COMMITTEE MEMBER: Lenor Bronberg

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

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

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Trial Testimony (20%).

good qualifications but no Seminole county

Score 88  
(100-0)

Criteria: Approach to Work (20%)

very good approach - covered possibilities  
and good handle

Score 95  
(100-0)

Criteria: Past Experience with Government Municipalities (20%)

very good - broad coverage. Some trail

Score 95  
(100-0)

Criteria: Qualifications (20%)

some trail; good staff exp. & qualifications

Score 95  
(100-0)



RFP-4251-05/AJR – Miscellaneous Parcels – Professional Appraisal Services for  
Recreational Trail Projects

SUBMITTAL COMPANY NAME: Cuddeback & Associates

QUALIFICATION COMMITTEE MEMBER: Lenor Bromberg

Criteria: Quality of Presentation (20%)

Very good - covered criteria  
comfortable.

Score 96  
(100-0)

TOTAL SCORE (100 Points) \_\_\_\_\_

RANKING \_\_\_\_\_

**APPRAISAL SERVICES AGREEMENT (RFP-4251-05/AJR)**  
**PARCELS FOR RECREATIONAL TRAIL PROJECTS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CUDDEBACK & ASSOCIATES**, duly authorized to conduct business in the State of Florida, whose address is 21323 Preservation Drive, Land O Lakes, Florida 34638, hereinafter called the "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 called the "COUNTY".

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

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

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of 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 three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by the 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.

**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, contemplated 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 it's sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the 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 require-

ments:

(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 55.1, "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 Street  
Sanford, FL 32771

**For APPRAISER:**

Cuddeback & Associates  
21323 Preservation Drive  
Land O Lakes, FL 34638

**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.

CUDDEBACK & ASSOCIATES

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
GEORGE CUDDEBACK, President

\_\_\_\_\_  
Witness

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  
6/13/05  
rfp-4251

3 Attachments:

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

# **EXHIBIT – A**

## **PROFESSIONAL APPRAISAL SERVICES**

### **MISC. PARCELS – RECREATIONAL TRAIL**

**SCOPE OF SERVICES:** Appraiser shall prepare appraisal reports, which conform to Seminole County's minimum appraisal requirements, which include: (1) Uniform Standards of Professional Appraisal Practice ("USPAP"), (2) Florida Department of Transportation Supplemental Appraisal Standards ("FSS"), (3) Seminole County Supplemental Appraisal Standards ("SCSS"), and (4) All applicable laws of the State of Florida related to just compensation. Compliance with the SCSS will be required for both content and format. The appraiser shall appraise recreational trail project parcels, located throughout the County's trail network, (to be identified in the future), which are to be acquired by the County as permanent Recreational Trails.

**Board of County Commissioners**  
**SEMINOLE COUNTY, FLORIDA**

# WORK ORDER

Work Order Number: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Project Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Address: \_\_\_\_\_

**ATTACHMENTS TO THIS WORK ORDER:**

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

**METHOD OF COMPENSATION:**

- ☐ fixed fee basis  
☐ time basis-not-to-exceed  
☐ time basis-limitation of funds

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

Work Order Amount: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

**ATTEST:**

\_\_\_\_\_  
 (Company Name)

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

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

\_\_\_\_\_, Secretary  
 (CORPORATE SEAL)

**WITNESSES:**

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

By: \_\_\_\_\_

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

\_\_\_\_\_  
 (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 - HOURLLY RATE FEE SCHEDULE (Exhibit C)**

Appraiser of Record

George Cuddeback, MAI

\$125.00 per hour

Associate

Ronald Tegenkamp, MAI

\$100.00 per hour

## Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS- \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ (Date)\*\*.

This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution\*\*\* \_\_\_\_\_

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

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

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

(End of certificate)