

**MASTER CONSULTING AGREEMENT FOR APPRIASAL  
SERVICES – EMINET DOMAIN**

**THIS AGREEMENT** is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and Compass Real Estate Consulting, Inc. (the “Firm”) a Florida corporation, located at 120 East Pine Street, Suite 5, Lakeland, FL 33801, and whose Federal Employer Identification Number is 65-0664237.

**WHEREAS**, the Firm has considerable expertise in providing professional services in connection with certain appraisal and appraisal review services; and,

**WHEREAS**, the County desires to employ the Firm to provide professional eminent domain services in connection with certain appraisal and appraisal review services to the County; and

**WHEREAS**, the County has solicited for these services via RFP 22-602, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

**WHEREAS**, the Firm is able and agreeable to providing the County the firm services and represents that it is competent, qualified, capable and prepared to do so 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 Firm hereby agree, as follows:

**1.0    Term**

1.1    This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2    The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

**2.0    Services to Be Performed by Firm**

2.1    The Firm shall perform those services (collectively, the “Services”) as generally described in (i) the County’s Request for Proposals RFP 22-602, to include all attachments and addenda, and (ii) the Firm’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 22-602”) all of which

are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit “A” and made a part of this Agreement.

2.2 When the County requires the Firm to perform Services for a particular project (a “Project”), the County will issue a Notice to Proceed (“Work Authorization”) to the Firm stating the specific scope of services and budget for the Project. All provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: the maximum amount of the Firm’s compensation, and completion date, and shall become effective upon due execution.

2.3 The Firm is not authorized to undertake any Project without a duly executed Work Authorization and corresponding Purchase Order. Firm recognizes and acknowledges that the County may employ several different firms to perform the same or similar Services for the County and that the Firm has not been employed as the exclusive agent to perform any such Services.

2.4 If the Firm and the County enter into a Work Authorization whose term expires on a date that is later than the date that this Agreement expires, then the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the Firm has fully performed all requirements of the Work Authorization. Cancellation by the County of any remaining work prior to the Firm’s full completion of the requirements of any such Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.4 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of the Agreement.

### **3.0 Compensation**

3.1.1 The County and the Firm will negotiate a lump sum amount on a per-project basis, on each individual Work Authorization.

3.1.2 At its option the County may choose to engage the Firm to perform additional, related consulting services beyond the scope of the Services for which the County will negotiate a lump sum amount per-project basis with the Firm.

3.1.3 All the Firm’s invoices for work performed must reference the applicable Work Authorization number and Purchase Order number and must be submitted using a form approved by the County Auditor.

3.1.4 Each individual invoice shall be due and payable forty-five (45) days after

receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Real Estate Services Division  
515 E. Boulevard St., Bartow, FL 33830  
Attention: Administrator

3.1.5 In order for both parties herein to close their books and records, the Firm will clearly state "Final Invoice" on the Firm's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Firm.

3.1.6 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.7 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.8 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable Work Authorization. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Firm to the County Auditor's satisfaction.

#### **4.0 Firm's Responsibilities**

4.1 The Firm shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Firm's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Firm's performance or nonperformance of this Agreement. The Firm shall be and will always remain liable to the County in

accordance with applicable law for any and all damages to the County caused by the Firm's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

## **5.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Firm's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Firm for such instruments or documents.

## **6.0 Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Firm to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Firm. Upon receipt of such notice, the Firm shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Firm in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Firm shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

## **7.0 No Contingent Fees**

The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm 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 Firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the 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.

## **8.0 Assignment**

The Firm shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

## **9.0 Professional Associates and Subconsultants**

If the Firm requires the assistance of any professional associates or subconsultants in connection with its providing the Services the Firm must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subconsultant may perform any work for the County. If after obtaining the County's approval the Firm utilizes any professional associates or subconsultants in the delivery of the Services then the Firm shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subconsultants. The failure of a professional associate or subconsultant to timely or properly perform any of its obligations to the Firm shall not relieve the Firm of its obligations to the County under this Agreement.

## **10.0 Indemnification of County**

Firm, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Firm to comply with applicable laws, rules or regulations, (ii) the breach by Firm of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Firm's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Firm, its professional associates, subconsultants, agents, and employees provided, however, that Firm shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

## **11.0 Insurance Requirements**

The Firm shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Firm shall provide the County original Certificates of

Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Firm to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Firm suspend Firm's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Employers Liability Insurance: \$1,000,000 for non-exempt firms, including the following coverages:

Each Accident – \$1,000,000,  
Disease – Each Employee \$1,000,000,  
Disease – Policy Limit \$1,000,000.

Professional Liability (Errors and Omissions): \$1,000,000 combined single limit of liability.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Products / Completed Operations – 1,000,000  
Personal and Advertising Injury – \$1,000,000  
Medical Expenses – \$10,000

Workers Compensation. The Firm shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subconsultants as required by Florida Statutes.

## **12.0 Public Entity Crimes**

The Firm understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Firm.

## **13.0 Non-Discrimination**

The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

## **14.0 Designation of Party Representatives**

14.1 Upon receipt of a request from the Firm, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Firm shall designate or appoint one or more Firm representatives who are authorized to act on behalf of and to bind the Firm regarding all matters involving the conduct of its performance pursuant to this Agreement.

## **15.0 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 in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

## **16.0 Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

## **17.0 Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Firm (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Firm is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Firm shall not pledge the County's credit or

make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Firm shall have no right to speak for or bind the County in any manner.

## **18.0 Public Records Law**

(a) The Firm acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Firm further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Firm shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Firm acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required by the County to perform the service. If the Firm transfers all public records to the County upon completion of this Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RLMO@POLK-COUNTY.NET](mailto:RLMO@POLK-COUNTY.NET)**

## **19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Firm 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 Firm.

## **20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

## **21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For County:** Real Estate Services Division  
515 E. Boulevard St.  
Bartow, Florida 33830  
Attention: Administrator

**For Firm:** Compass Real Estate Consulting, Inc.  
120 East Pine Street, Suite 5  
Lakeland, FL 33801  
Attention: Shawn Wilson

## **22.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire

Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

### **23.0 Annual Appropriations**

Firm acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Firm under this Agreement is contingent upon annual appropriations being made for that purpose.

### **24.0 Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Firm acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Firm becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Firm shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Firm, the Firm may not be awarded a public contract for a period of 1 year after the date of termination. The Firm shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

## **25.0 Firm Representations**

25.1 The Firm hereby represents and warrants the following to the County:

25.1.1 Firm is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Firm's performance under this Agreement will not violate or breach any contract or agreement to which the Firm is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Firm has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Firm now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Firm has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Firm has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Firm shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Firm shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Firm is authorized to do so.

## **26.0 Default and Remedy**

If the Firm materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Firm receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Firm, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Firm, then the Firm shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon

any such termination, the County shall pay the Firm the full amount due and owing for all Services performed through the date of Agreement termination.

#### **27.0 Limitation of Liability**

**IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE FIRM FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

#### **28.0 Waiver**

A waiver by either County or Firm of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

#### **29.0 Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

#### **30.0 Force Majeure**

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in

reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### **31.0 Key Personnel**

The Firm shall notify the County if any of the Firm's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Firm shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Firm shall remove without consequence to the County any of the Firm's contractors, sub-contractors, subconsultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Firm's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Shawn Wilson, MAI – President

Name: John D. Osgood – Appraiser

Name: Johnna Eday – CPA

Name: Emily Mueller – Appraisal research, mapping, production

Name: Whitnee Mitchell – Appraisal research, mapping, production

### **32.0 Scrutinized Companies and Business Operations Certification; Termination**

#### **A. Certification(s).**

(i) By its execution of this Agreement, the Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Firm further certifies to the County as follows:

(a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Firm was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Firm is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

### **33. No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**34. Unauthorized Alien(s)**

The Firm shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Firm shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**

STACY M. BUTTERFIELD

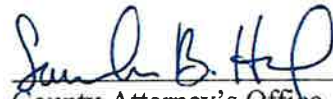
**Polk County**, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

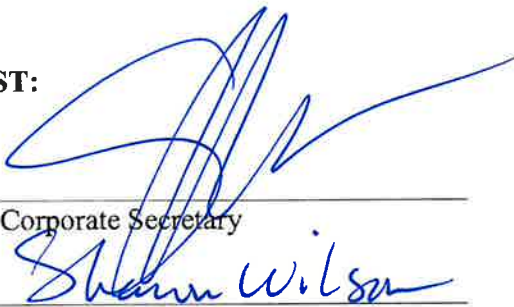
By: \_\_\_\_\_  
George Lindsey III, Chairman  
Board of County Commissioners

Date Signed by County: \_\_\_\_\_

Review as to form and legal sufficiency

 2/17/23  
County Attorney's Office Date

**ATTEST:**

By:  \_\_\_\_\_  
Corporate Secretary  
[Print Name]

DATE: 2/27/2023

SEAL

Compass Real Estate Consulting, Inc.  
a Florida corporation

By:  \_\_\_\_\_  
[Print Name]  
Owner  
[Title]

DATE: 2/27/2023

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION  
STATE OF Florida County OF Polk

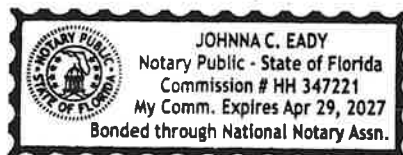
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2/27/2023 (Date) by Shawn Wilson (Name of officer or agent) as owner (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 2/27/2023 (Date).  
Johnna C. Eady (Official Notary Signature and Notary Seal)  
Johnna C. Eady (Name of Notary typed, printed or stamped)  
Commission Number HH 347221 Commission Expiration Date 4/29/2027

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
\_\_\_\_\_  
\_\_\_\_\_  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of acknowledging partner or agent) on behalf of \_\_\_\_\_ a partnership. He/She personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
\_\_\_\_\_  
\_\_\_\_\_  
Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



## Exhibit "Ai"

### RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from firms that are interested in providing *Eminent Domain Appraisal and Appraisal Review Services* as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

**RFP Number and Title:** 22-602, Appraisal and Appraisal Review Services – Eminent Domain

**Description:** Provide appraisal and/or appraisal review services for various Polk County Divisions including, but not limited to, Real Estate Services, Parks and Natural Resources, and Roads & Drainage Division.

**Receiving Period:** Prior to **2:00 p.m., Wednesday, November 16, 2022**

**Bid Opening:** **Wednesday, November 16, 2022, at 2:00 p.m.** or soon thereafter.

This form is for RFP registration only. Please scroll down for additional information.

**Special Instructions:** N/A

**Questions** regarding this RFP must be in writing and must be sent to Danielle Rose, Sr. Procurement Analyst, via email at [daniellerose@polk-county.net](mailto:daniellerose@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, **Monday, November 7, 2022, 4:00 p.m.**

## RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the firm's responsibility to verify if addenda have been issued.

RFP Number: 22-602

RFP Title: Appraisal and Appraisal Review Services – Eminent Domain

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](mailto:procurement@polk-county.net) or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## Bid Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

| <b>Sealed Bid. DO NOT OPEN</b>      |                                                                                                |
|-------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Sealed RFP Number</b>            | 22-602                                                                                         |
| <b>RFP Title</b>                    | Appraisal and Appraisal Review Services – Eminent Domain                                       |
| <b>Due Date/Time:</b>               | November 16, 2022, prior to 2:00 pm                                                            |
| <b>Submitted by (Company Name):</b> |                                                                                                |
| <b>Deliver To:</b>                  | Polk County Procurement Division<br>330 West Church Street, Room 150, Bartow,<br>Florida 33830 |

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

**POLK COUNTY**  
**Procurement Division**  
**Fran McAskill**  
**Procurement Director**  
**REQUEST FOR PROPOSAL 22-602**  
**APPRAISAL AND APPRAISAL REVIEW SERVICES – EMINENT DOMAIN**

Sealed proposals will be received in the Procurement Division, **Wednesday, November 16, 2022, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the “RFP”). The failure of a responding proposer (a “Proposer”) to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the “County”) which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County’s website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a “Proposal”) to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, Sr. Procurement Analyst, via email at Danielle.Rose@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, November 7, 2022, 4:00 p.m.**

**Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.**

A Proposer’s responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830  
(863)534-6757**

## **Introduction/Background**

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified appraisal firms to provide appraisal and/or appraisal review services related to eminent domain for various Polk County Divisions.

The firms selected shall be equally qualified to provide a wide variety of appraisal related services. The County may employ several different firms to perform appraisal services, appraisal review services, or a combination of both services, as required. No firm shall be employed as the exclusive firm. Selection as a qualified firm under this RFP is no guarantee of work.

Since project budgets are generally limited, the appraisers must be willing and able to negotiate the most cost-effective solutions to achieve the work. The appraisers must be willing to provide reasonable proposals within short time frames and be prepared to commence and complete work in a timely fashion.

It is the intent of the County to enter into an agreement with five or more firms.

## **Scope of Services**

The County desires to enter into appraisal services contracts with qualified appraisal firms for appraisal and/or appraisal review services related to the valuation of parcels of land to be acquired by the County through negotiation or condemnation in conjunction with Community Investment Program (CIP) projects and other projects authorized by the Polk County Board of County Commissioners, including but not limited to projects requiring parcels for right-of-way, drainage, storm water facilities, utilities, and parcels needed for community development, recreation, parks, or any other land acquisition projects. A typical project might consist of the following tasks:

### **Appraisal Services:**

Appraisal Services may include the preparation right-of-way cost estimates for project and studies; preparation of comparable sales data books; estimating the market value of all real estate interests pertinent to the project; preparation of written appraisal reports and updates which shall conform to Uniform Standards of Professional Appraisal Practices as recognized by the Florida Department of Transportation (FDOT) and the minimum standard as set forth in the Florida Statutes for property being acquired through eminent domain. In addition, appraisals and appraisers must be in compliance with county guidelines; and litigation services including, but not limited to, providing expert testimony in court proceedings (e.g. order of taking hearings,

mediations, depositions and consultations), if requested by the Real Estate Services Administrator, County Attorney's Office or by assigned outside counsel. The Firm's designated Appraiser of Record shall be responsible for all work necessary and incidental to the completion of said items for the project unless otherwise specified. Such work may require services beyond the professional expertise of the appraiser of record, thus necessitating the use of subconsultants.

The Appraiser of Record/Principal Appraiser for the firm shall hold a State Certified General License from the State of Florida, as well as, hold a Member of the Appraisal Institute (MAI) designation and have extensive experience in eminent domain appraisal work with the following minimum years of experience:

- Fifteen (15) years of condemning authority (condemnor) experience within the State of Florida.
- 10 years of condemning authority (condemnor) experience within Polk County
- 10 years of condemnee (landowner) experience within the State of Florida.

### **Appraisal Review Services:**

Appraisal Review Services shall include the review of comparable sales data sheets and/or project data books, market studies, appraisal reports, etc., for accuracy and compliance with the Uniform Standards of Professional Appraisal Practices as recognized by the Florida Department of Transportation (FDOT) and the minimum standard as set forth in the Florida Statutes for property being acquired through eminent domain, requesting and obtaining necessary corrections and/or additional data for appraisal reports, writing Review Appraisal Statements that recommend compensation due the landowner, which is based on market data, and, when requested by the Real Estate Services Administrator or other designated County staff, preparing Review Appraiser Reports (Value Determinations) which reflect recommended compensation. The review appraiser will be responsible for all work necessary and incidental to the completion of said items for assigned projects unless otherwise noted therein.

The review appraiser/principal appraiser for the firm shall have a minimum of fifteen (15) years of experience in reviewing condemning authority (condemnor) appraisals in the State of Florida.

### **DISTRIBUTION OF WORK**

The Real Estate Services or the user division requiring said services will use the following process to distribute the projects amongst the successful firms:

1. List Current Master Agreements, identify if local
2. Identify firms with appropriate expertise, experience, and personnel
3. 12-month contract value

- a. Provide justification for selecting the firm to perform the work

Next, the division will issue a purchase order to the selected firm along with a specific scope of Services, not to exceed amount, project schedule and completion date for each Project and a Notice to Proceed (collectively a “Work Authorization”).

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Firm is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other firms or County staff.

### **AGREEMENT**

The term of this agreement will be for 5 years, unless otherwise terminated in accordance with the Agreement.

### **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer’s lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

#### **Tab 1, Introduction:**

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)

#### **Tab 2, Experience and Expertise (50 Points)**

- Provide a maximum of five (5) examples of past work product on eminent domain assignments, including three (3) previous public sector project, during the past five (5) years, to indicate proficiency and timely completion of similar work. Past work product should include, if applicable, examples of “Land and Improvements with major cost to cure (Commercial Property)”, “Land and Affected Improvements” and “Review Appraiser’s Statement and/or Report For each project identified please include (2 pages for each project, single or doubled sided):

- Client name
- Contact person
- Contact's phone number and email address
- Cost of the services
- Start and end date of project
- Brief description of the services provided.
- Provide a summary of any Order of Taking Hearings or Trials (within the previous five (5) years) in which the principal or key personnel provided expert valuation testimony. Identify the project and year including the names of the condemning authority's attorney and the landowner's attorney. (Limit response to one page maximum).
- Provide a list all Eminent Domain appraisal and appraisal review contracts within the previous five (5) years, (including information identifying the project(s) and number of Parcels), both in progress and awarded-not yet started, for Polk County and/or other government agencies or entities. Provide information regarding dates of notice to proceed and anticipated completion dates. (Limit response to three pages maximum).
- Briefly describe firm's quality assurance/quality control program which demonstrates the policies and procedures followed, evaluation criteria, and instruction to its organization to assure conformance to USPAP, and the requirements of the contract. The Plan shall demonstrate the Appraisal firm's internal Quality Control Review of reports submitted.
- Describe the firm's current workload, daily ability to handle the scope of work and experience with providing similar size and scope of work as outlined in this RFP. (1 page, single or double sided)
- Provide a copy of the firm's certificate of registration (license) as a State Certified Appraiser in the State of Florida.
- The Appraiser of Record/Principal Appraiser for the firm shall provide documentation to support eminent domain appraisal work for the following:
  - 15 years of condemning authority (condemnor) experience within the State of Florida.
  - Copy of current Appraisal Institute Membership
  - 10 years of condemning authority (condemnor) experience within Polk County.
  - 10 years of landowner (condemnee) experience within the State of Florida.
  - Copy of current State Certified General License
- The Review Appraiser/Principal Appraiser for the firm shall provide documentation to support a minimum of fifteen (15) years of experience in reviewing condemning authority (condemnor) eminent domain appraisals in the State of Florida.

### **Tab 3, Technical & Personnel Resources (40 points)**

- Please describe the specific abilities of the firm/team to be assigned to these services in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Provide your firm's organization structure. Identify each principal of the firm, including the "appraiser of record", and any other "key personnel" who will be professionally associated with the development, preparation, and/or presentation of an appraisal report or appraisal review report.
- Provide resumes (limited to one page per resume) of all personnel that will be assigned to the project and identify the location of these personnel. Resumes shall include experience in eminent domain appraisal preparation, appraisal review services, court testimony including order of taking hearings and trials in which the appraiser was qualified as an expert witness, professional organization designations and memberships, courses and training in the area of eminent domain, Designation Certificates and Re-Certification Certificates, proof of Florida State Certification in appraisal, and, as applicable, Florida Real Estate Brokerage License and Florida Real Estate Salesman License. (1 page single or double sided for each resume)

### **Tab 4, Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
  - Average Score between 9-10 (10 Points)
  - Average Score between 7-8 (8 Points)
  - Average Score between 5-6 (6 Points)
  - Average Score between 3-4 (4 Points)
  - Average Score between 1-2 (2 Points)
  - Average Score of 0 (0 Points)

## **SUBMITTAL OF PROPOSALS**

Interested parties are invited to submit one (1) original marked ORIGINAL and five (5) copies marked COPY of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "*RFP #22-602, Appraisal and Appraisal Review Services – Eminent Domain*" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, FL 33830**

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, November 16, 2022.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

**BID OPENING**

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

**EVALUATION CRITERIA AND SELECTION PROCESS**

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

**Elevation Level 1 (Procurement Requirements Assessment)**

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

### **Elevation Level 2 (Selection Committee Evaluation)**

Procurement shall score each Proposal on the following evaluation criteria:

- Surveys of Past Performance (Tab 5) -10 points

Subtotal Points - 10 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2) - 50 points
- Approach and Methodology (Tab 3) - 40 points

Subtotal Points - 90 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

**EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

**VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

**GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

**FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

**POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

**UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the

purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP

and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

#### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

## **GENERAL CONDITIONS**

### **COMMUNICATIONS**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected Firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Products / Completed Operations \$1,000,000, Personal and Advertising Injury \$1,000,000 and Medical Expenses \$10,000, Broad Form CG. Comprehensive Automobile Liability Insurance

\$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Employers Liability Insurance to include the following coverages: Each Accident \$1,000,000, Disease – Each Employee \$1,000,000, and Disease – Policy Limit \$1,000,000. Professional Liability (Errors and Omissions): \$1,000,000 combined single limit of liability. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

### **INDEMNIFICATION**

Firm, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Firm to comply with applicable laws, rules or regulations, (ii) the breach by Firm of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Firm's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Firm, its professional associates, subconsultants, agents, and employees; provided, however, that Firm shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

### **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with

a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a firm, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Firms that do business with the County to have a vigorous affirmative action program.

### **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

### **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

### **DEVELOPMENT COSTS**

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

## **ADDENDA**

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement-bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

## **CODE OF ETHICS**

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

## **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

## **CONTRACT**

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

## **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

## **ADDITION/DELETION**

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

**INVOICING AND PAYMENT:** The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

## **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

## **REVIEW OF PROPOSAL FILES**

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

**RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

**FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

## **UNAUTHORIZED ALIEN(S)**

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

## **EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)**

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subconsultant" means a person or entity that provides labor, supplies, or services to or for a consultant or another subconsultant in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, consultants and subconsultants shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Consultant to perform employment duties during the term of this contract; and

(ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Consultant to perform work pursuant to this contract.

C. The Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The *Consultant* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of

termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

## **LIMITATIONS**

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

## **PUBLIC RECORD LAWS**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

**Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s)**

(I) By its execution of this Agreement, the Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Firm further certifies to the County as follows:

(a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

- (c) the Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
    - (d) the Firm was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
  - (iii) The Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
- (i) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
  - (ii) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Firm is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

## Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: \_\_\_\_\_

The Successful firm must complete and submit this form prior to award. The Successful firm must invoice using the company name listed above.

## EXHIBIT 1

### DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Firm. The Firm is to include all surveys in their proposal package.

#### **Sending the Survey**

The surveys shall be sent to all clients for whom the Firm has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Firm shall complete the following information for each customer that a survey will be sent

|                  |                                                                                           |
|------------------|-------------------------------------------------------------------------------------------|
|                  |                                                                                           |
| CLIENT NAME      | Name of the company that the work was performed for (i.e. Hillsborough County).           |
| FIRST NAME       | First name of the person who will answer customer satisfaction questions.                 |
| LAST NAME        | Last name of the person who will answer customer satisfaction questions.                  |
| PHONE NUMBER     | Current phone number for the reference (including area code).                             |
| EMAIL ADDRESS    | Current email address for the reference.                                                  |
| PROJECT NAME     | Name of the project (Eminent Domain Appraisal Services for Hillsborough County ROW), Etc. |
| COST OF SERVICES | Cost of services (\$50,000)                                                               |
| DATE COMPLETE    | Date when the services were completed. (i.e. 6/31/2017)                                   |

2. The Firm is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

**Preparing the Surveys**

1. The Firm is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Firm should enter the past clients' contact information, and project information on each survey form for each reference. The Firm should also enter their name as the Firm being surveyed.
3. The Firm is responsible for ensuring all references/surveys are included in their submittal under Tab 4
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

## Survey Questionnaire – Polk County

### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: \_\_\_\_\_ (Name of Person completing survey)

\_\_\_\_\_ (Name of Client Company/Firm)

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Firm being surveyed: \_\_\_\_\_

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

| NO | CRITERIA                                                                         | UNIT   | SCORE |
|----|----------------------------------------------------------------------------------|--------|-------|
| 1  | Ability to manage cost                                                           | (1-10) |       |
| 2  | Ability to maintain project schedule (complete on-time/early)                    | (1-10) |       |
| 3  | Quality of workmanship                                                           | (1-10) |       |
| 4  | Professionalism and ability to manage                                            | (1-10) |       |
| 5  | Close out process                                                                | (1-10) |       |
| 6  | Ability to communicate with Client's staff                                       | (1-10) |       |
| 7  | Ability to resolve issues promptly                                               | (1-10) |       |
| 8  | Ability to follow protocol                                                       | (1-10) |       |
| 9  | Ability to maintain proper documentation                                         | (1-10) |       |
| 10 | Appropriate application of technology                                            | (1-10) |       |
| 11 | Overall Client satisfaction and comfort level in hiring                          | (1-10) |       |
| 12 | Ability to offer solid recommendations                                           | (1-10) |       |
| 13 | Ability to facilitate consensus and commitment to the plan of action among staff | (1-10) |       |

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: \_\_\_\_\_

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-602, APPRAISAL AND APPRAISAL REVIEW SERVICES –  
EMINENT DOMAIN

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

November 3, 2022

## **POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

### **ADDENDUM #1**

#### **RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

---

Contained within this addendum: Clarification and Questions & Answers

Danielle Rose

Procurement Analyst

Procurement Division

---

**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

---

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

## RFP 22-602

### Appraisal and Appraisal Review Services – Eminent Domain Addendum #1(Continued)

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#### Clarification: (Tab 2, bullet point 1)

##### **Currently states in its entirety:**

"Provide a maximum of five (5) examples of past work product on eminent domain assignments, including three (3) previous public sector project, during the past five (5) years, to indicate proficiency and timely completion of similar work. Past work product should include, if applicable, examples of "Land and Improvements with major cost to cure (Commercial Property)", "Land and Affected Improvements" and "Review Appraiser's Statement and/or Report For each project identified please include (2 pages for each project, single or doubled sided).

- o Client name
- o Contact person
- o Contact's phone number and email address
- o Cost of the services
- o Start and end date of project
- o Brief description of the services provided."

##### **Replace with in its entirety:**

"Provide a minimum of three (3) and a maximum of five (5) examples of past work product on eminent domain assignments, including three (3) previous public sector projects, during the past five (5) years, to indicate proficiency and timely completion of similar work. Past work product should include, if applicable, examples of "Land and Improvements with major cost to cure (Commercial Property)", "Land and Affected Improvements" and "Review Appraiser's Statement and/or Report."

For each project identified please include:

- Client name
- Contact person
- Contact's phone number and email address
- Cost of the services
- Start and end date of project
- Brief description of the services provided
- Copy of full appraisal report. This full report can also be submitted on a USB thumb drive. If submitted on USB, please provide six (6) USBs.

(Please limit the first six items from Client name to Brief description of the services to 2 pages for each project, single or double sided.)

#### **Questions and Answers:**

Question 1: Does "past work product" mean that you want us to submit one **full appraisal report** for each project, to a maximum of five projects? If so, do you want copies of appraisal reports to be included in the 3-ring binder with the other information?

Answer 1: Please see revised Tab 2, bullet point 1, above.

Question 2: Will applications with less than 15 years' experience be considered at all?

Answer 2: The firm itself isn't required to have 15 years of experience, however, the Appraiser of Record/ Principal Appraiser as detailed in Tab 2, is required to provide documentation as proof that they have at a minimum 15 years' experience.



**RESPONSE TO**

**RFP #22-602  
Appraisal and  
Appraisal Review Services –  
Eminent Domain**

**Prepared For**

Polk County  
Procurement Division  
330 West Church Street  
Room #150  
Bartow, Florida 33830

**By**

Shawn E. Wilson, MAI  
State-certified general real estate appraiser RZ503  
Compass Real Estate Consulting, Inc.  
120 East Pine Street  
Suite 5  
Lakeland, Florida 33801

## Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Compass Real Estate Consulting, Inc.

DBA/Fictitious Name (if applicable): n/a

TIN #: 65-0664237

Address: 120 East Pine Street, Suite 5

City: Lakeland

State: Florida

Zip Code: 33801

County: Polk

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Shawn Wilson

Phone Number: 863-688-3614

Cell Phone Number: 863-559-6839

Email Address: shawn@shawnwilson.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful firm must complete and submit this form prior to award. The Successful firm must invoice using the company name listed above.

November 16, 2022

Polk County Procurement Division  
330 West Church Street, Room #150  
Bartow, Florida 33830

Re: RFP #22-602  
Appraisal and Appraisal Review Services

Ladies and Gentlemen:

I am pleased to provide this proposal for appraisal services on behalf of Compass Real Estate Consulting, Inc.

Our firm is a closely-held small business located in Lakeland, Florida. For over 26 years, we have provided litigation valuation services to government entities and private property owners. The firm has four full-time and one part-time staff members. 100% of the company's business activity is involved in real property appraisal services.

As appraiser of record, I will serve as contact person. My contact information is below.

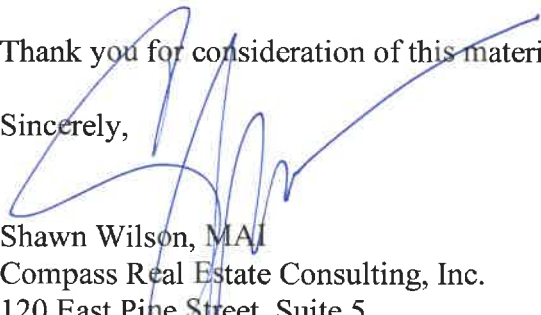
I meet the requirements for minimum years of appraisal experience for Florida condemnor work (35 years), Polk County condemnor work (35 years), Florida landowner work (35 years), and condemnor review work (35 years).

I have the authority to bind this firm through contracts and agreements. I was born and raised in Polk County, and I hope to be of service to the county in my area of specialized expertise.

Please note that the majority of this proposal has been printed double-sided. Some sections have been printed single-sided to benefit the reader.

Thank you for consideration of this material.

Sincerely,



Shawn Wilson, MAI  
Compass Real Estate Consulting, Inc.  
120 East Pine Street, Suite 5  
Lakeland, FL  
(863) 688-3614  
Shawn@ShawnWilson.com



Compass Real Estate Consulting, Inc.

## **TAB 2-**

# **EXPERIENCE AND EXPERTISE**

### **EXAMPLES OF PAST WORK PRODUCTS ON EMINENT DOMAIN ASSIGNMENTS**

- **PASCO COUNTY – CR 54 WESLEY CHAPEL – SR 56 TO MAGNOLIA**
- **DUKE ENERGY – 2550T5 – NEW RIVER TO CABBAGE HILL**
- **NEW SMYRNA AIRPORT - BAKER AVIATION APPRAISAL REVIEWS**
- **DUKE ENERGY – 2001/2003 – MONTEVERDE TO HANCOCK ROAD**
- **MANATEE COUNTY – 44<sup>TH</sup> AVENUE EXTENSION – INTERSECTION OF FUTURE NOVA ROAD**

*Copies of full appraisal reports for these five projects are provided in the last five tabs of this binder.*



|         |                                                   |           |   |
|---------|---------------------------------------------------|-----------|---|
| Project | CR 54 Wesley Chapel Boulevard – SR 56 to Magnolia | Example # | 1 |
|---------|---------------------------------------------------|-----------|---|

|             |                         |
|-------------|-------------------------|
| Client Name | Pasco County Government |
|-------------|-------------------------|

|                |                    |                      |              |                       |                                   |
|----------------|--------------------|----------------------|--------------|-----------------------|-----------------------------------|
| Contact Person | W. Campbell McLean | Contact Phone Number | 813-273-5108 | Contact Email Address | Campbell.mclean@Gray-robinson.com |
|----------------|--------------------|----------------------|--------------|-----------------------|-----------------------------------|

|                   |             |             |           |           |           |
|-------------------|-------------|-------------|-----------|-----------|-----------|
| Cost of Services: | \$92,137.50 | Start Date: | 5/16/2019 | End Date: | 6/24/2022 |
|-------------------|-------------|-------------|-----------|-----------|-----------|

### Description of Services Provided on the Project:

This right-of way project is located in the northwest quadrant of Interstate 75 and State Road 56. Wesley Chapel Boulevard (CR 54) is a two-lane arterial roadway which is planned for widening to four lanes. Note that the time frame for this project included litigation support and re-appraisal of certain parcels after the project design was adjusted.

My appraisal contract included eight properties. Three of the parcels involved takings from the common areas of residential planned developments, including elaborate entry features. Two of the parcels were partial takings from commercial properties which caused severance damage due to change in size and/or utility of the site. Two parcels were takings from commercial land which did not cause severance damage.

One of the parcels is a large and complex tract of vacant land from which road right-of-way and two large retention ponds were acquired. The work product example which follows is for that property, identified as Parcel 112.

This appraisal encompasses the following valuation issues:

- Environmentally sensitive lands including Class I wetlands, floodplain, and discrepancies in wetland determination
- Feasibility for disturbance of wetlands to achieve highest and best use
- Detailed parent tract analysis
- Analysis of economic units
- Complex highest and best use issues including reasonable probability of rezoning



- Unusual Future Land Use designation and issues relating to same
- Complex comparable sale analysis and verification required due to size and complexity of comparable sales
- Changes in access characteristics
- Subconsultant assistance from environmental expert Rosanne Clementi
- Subconsultant assistance from Kelly, Collins & Gentry engineering
- Subconsultant assistance from Cyndi Tarapani Consulting for land planning issues

The landowner was represented by Lorena Ludovici, Esq. The parcel did not require an Order of Taking hearing, and settled out of court.



|         |                                                |           |   |
|---------|------------------------------------------------|-----------|---|
| Project | Duke Energy 2550T5 – New River to Cabbage Hill | Example # | 2 |
|---------|------------------------------------------------|-----------|---|

|             |                                 |
|-------------|---------------------------------|
| Client Name | Duke Energy / Burns & McDonnell |
|-------------|---------------------------------|

|                |               |                      |              |                       |                          |
|----------------|---------------|----------------------|--------------|-----------------------|--------------------------|
| Contact Person | Manny Vilaret | Contact Phone Number | 727-573-1219 | Contact Email Address | Manny.vilaret@Cohlaw.com |
|----------------|---------------|----------------------|--------------|-----------------------|--------------------------|

|                   |             |             |           |           |           |
|-------------------|-------------|-------------|-----------|-----------|-----------|
| Cost of Services: | \$86,965.10 | Start Date: | 8/10/2019 | End Date: | 2/19/2020 |
|-------------------|-------------|-------------|-----------|-----------|-----------|

#### Description of Services Provided on the Project:

This electric transmission project is located in the Wesley Chapel area of Pasco County. It is generally located in the northeast quadrant of the intersection of Interstate 75 and State Road 56.

My appraisal contract included 10+ properties, some of which had multiple economic units. Portions of the project required acquisition of supplemental easement rights needed to upgrade an existing electrical distribution line on wooden poles to a 230kV transmission line on concrete monopoles. Some portions of the project required acquisition of new easement rights for "greenfield" right-of-way to accommodate new 230kv transmission poles where no existing easement was in place.

Several of the parcels involved supplemental easements from vacant commercial land. One complex parcel crossed an existing residential subdivision in order to provide connection to a new off-site substation and involved valuation of a variety of common area and previously encumbered lands.

The most complex parcel was a substantial taking of over one mile in length, which crossed a significant mixed-use planned development. The subject property is a partially constructed PD, including areas improved with commercial structures (outdoor mall, strip commercial centers), established residential subdivisions, residential developments in progress, and vacant land with a variety of entitled uses. The proposed acquisition included both supplemental easements and a section of greenfield taking. The work product example which follows is for that property.

This appraisal includes the following valuation issues:

- Analysis of parent tract and economic units
- Analysis of appropriate property rights associated with supplemental rights, and valuation for same



- Severance damage impact study to measure value impact of the greenfield acquisition areas
- Complex entitlement issues for vacant land, and resulting impacts to the value before the taking
- Complex comparable sale analysis and verification required due to size and complexity of comparable sales
- Preparation of meaningful exhibits to assist all parties in understanding the location of proposed taking in relation to the overall development

The landowners were represented by in-house corporate counsel. The acquisition settled without need for an Order of Taking.



|         |                                                     |           |   |
|---------|-----------------------------------------------------|-----------|---|
| Project | New Smyrna Airport-Baker Aviation Appraisal Reviews | Example # | 3 |
|---------|-----------------------------------------------------|-----------|---|

|             |                                                  |
|-------------|--------------------------------------------------|
| Client Name | New Smyrna Beach Airport / O.R. Colan Associates |
|-------------|--------------------------------------------------|

|                |           |                      |              |                       |                     |
|----------------|-----------|----------------------|--------------|-----------------------|---------------------|
| Contact Person | Al Nygren | Contact Phone Number | 386-747-3756 | Contact Email Address | anygren@orcolan.com |
|----------------|-----------|----------------------|--------------|-----------------------|---------------------|

|                   |         |             |           |           |           |
|-------------------|---------|-------------|-----------|-----------|-----------|
| Cost of Services: | \$5,000 | Start Date: | 3/23/2022 | End Date: | 4/18/2022 |
|-------------------|---------|-------------|-----------|-----------|-----------|

| Description of Services Provided on the Project:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>This appraisal review assignment concerns the proposed acquisition of an improved property which adjoins the flightline of New Smyrna Beach Airport.</p> <p>O.R. Colan contacted me to review two separate appraisals of the subject property, prepare a written review for each, and recommend a market value opinion for the property based upon the information presented in the two appraisal reports.</p> <p>The work product example which follows is my written review with recommendation of market value.</p> <p>This assignment involved the following issues:</p> <ul style="list-style-type: none"> <li>• Reviews required conformance with Yellow Book standards, and reporting in Yellow Book format</li> <li>• Complexity of analysis due to lack of comparable sales and rentals which adjoined the flightline of comparable airports ("through the fence" or TTF access)</li> <li>• Detailed analysis using Income Approach, with associated complexity in selecting appropriate capitalization rate</li> </ul> |



|         |                                                      |           |   |
|---------|------------------------------------------------------|-----------|---|
| Project | Duke Energy – 2001/2003 – Monteverde to Hancock Road | Example # | 4 |
|---------|------------------------------------------------------|-----------|---|

|             |                                 |
|-------------|---------------------------------|
| Client Name | Duke Energy / Burns & McDonnell |
|-------------|---------------------------------|

|                |              |                      |              |                       |                       |
|----------------|--------------|----------------------|--------------|-----------------------|-----------------------|
| Contact Person | Roger Wright | Contact Phone Number | 321-249-6452 | Contact Email Address | rawright@burnsmcd.com |
|----------------|--------------|----------------------|--------------|-----------------------|-----------------------|

|                   |              |             |           |           |           |
|-------------------|--------------|-------------|-----------|-----------|-----------|
| Cost of Services: | \$263,921.90 | Start Date: | 9/23/2019 | End Date: | 10/6/2020 |
|-------------------|--------------|-------------|-----------|-----------|-----------|

#### Description of Services Provided on the Project:

This electric transmission project is located in Clermont, Lake County. It is generally located in the southwest quadrant of the intersection of SR 50 and Hancock Road. This area of Clermont was experiencing rapid growth and many construction projects were under development in the immediate area during the time of my work.

My appraisal contract included 8 properties, some of which had multiple economic units. The project required acquisition of new easement rights for "greenfield" right-of-way to accommodate new 230kv transmission poles where no existing easement was in place.

Several of the parcels involved greenfield powerline easements from vacant commercial land. These vacant parcels included varying levels of development approvals and ripeness for development. One of the parcels was a newly-opened luxury apartment complex, which had just sold for over \$50,000,000.

The most complex parcel was a substantial taking from a partially-constructed residential subdivision of significant size. The subdivision included established residential subdivisions, residential developments in progress, and vacant residential land for future development. The proposed acquisition was a greenfield taking. The work product example which follows is for that property.

This appraisal includes the following valuation issues:

- Analysis of parent tract and economic units
- Identification and analysis of pre-existing platted easements
- Analysis of appropriate property rights associated with easement rights taken



- Severance damage impact study to measure value impact
- Complex entitlement issues for vacant land, and impacts to the value before

The landowners were represented by Kent Hipp, Esq. The acquisition settled without need for an Order of Taking.

This project included several engineering re-designs. The overall project value and time for completion were influenced by the need for updated and/or revised appraisals due to the design adjustments.



|         |                                                                      |           |   |
|---------|----------------------------------------------------------------------|-----------|---|
| Project | 44 <sup>th</sup> Avenue Extension – Intersection of Future Nova Road | Example # | 5 |
|---------|----------------------------------------------------------------------|-----------|---|

|             |                |
|-------------|----------------|
| Client Name | Manatee County |
|-------------|----------------|

|                |                |                      |                           |                       |                              |
|----------------|----------------|----------------------|---------------------------|-----------------------|------------------------------|
| Contact Person | Charles Meador | Contact Phone Number | 941-748-4501<br>Ext. 6289 | Contact Email Address | Charles.meador@Mymanatee.org |
|----------------|----------------|----------------------|---------------------------|-----------------------|------------------------------|

|                   |          |             |           |           |           |
|-------------------|----------|-------------|-----------|-----------|-----------|
| Cost of Services: | \$22,750 | Start Date: | 10/9/2020 | End Date: | 1/28/2022 |
|-------------------|----------|-------------|-----------|-----------|-----------|

#### Description of Services Provided on the Project:

This right-of way project is located in the southeast quadrant of Interstate 75 and SR 64 in Bradenton, Manatee County. These parcels are part of a larger project which will extend 44th Avenue East by way of a new overpass crossing the interstate.

My appraisal contract included two parcels. They are owned by the same party, but one is improved and one is vacant. The acquisition is a total taking for right-of-way and construction of a retention pond. The parcels were appraised twice due to project timing, under very different market conditions.

This appraisal includes the following valuation issues:

- Environmentally sensitive lands including Class I wetlands and floodplain
- Feasibility for disturbance of wetlands to achieve highest and best use
- Detailed parent tract analysis
- Detailed highest and best use analysis
- Complex highest and best use issues including reasonable probability of rezoning
- Unusual situation whereby subject property is at the intersection of two separate road-right-of-way projects, with complex Scope of Project analysis required.
- Detailed analysis of "which take comes first" to appropriately analyze the before condition for the project which causes a total taking



**SUMMARY OF  
ORDER OF TAKING HEARINGS AND  
TRIALS WHERE EXPERT TESTIMONY  
WAS PROVIDED – LAST 5 YEARS**



Compass Real Estate Consulting, Inc.

Since first testifying in a map reservation trial in Orange County in 1991, Ms. Wilson has testified at Order of Taking (OT) hearings for several hundred eminent domain parcels. She has provided deposition testimony on dozens of occasions, and testified in several trials.

To date, all Order of Taking hearings that Shawn Wilson has participated in on behalf of the condemnor have been granted by the trier of fact. When presented for qualification as an expert witness in the past, no trier of fact has declined to accept Shawn Wilson's appraisal qualifications. Shawn Wilson's appraisal testimony and/or appraisal work product has not been stricken or disallowed by any trier of fact.

Expert testimony and OT hearings during the past five years includes the following cases:

|                                       |                                                                                                                                                                       |                         |                                              |      |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------------|------|
| Project                               | Robert McCaffrey et al v. City of Holmes Beach Manatee<br>County Case No. 2017-CA-000284<br>Circuit Court of the Twelfth Judicial Circuit<br>Trial Testimony          |                         | Year                                         | 2018 |
| Condemning<br>Authority's<br>Attorney | Jay Daigneault, Esq.                                                                                                                                                  | Landowner's<br>Attorney | Fred E. Moore, Esq.<br>Scott Rudacille, Esq. |      |
| Project                               | Hillsborough County v. Broadstone TR, Florida, LLC<br>Bells Shoals Road<br>Shawn Wilson testified at OT hearings on 1/16/2018 for a<br>total of 3 parcels.            |                         | Year                                         | 2018 |
| Condemning<br>Authority's<br>Attorney | Dean DiRose, Esq.                                                                                                                                                     | Landowner's<br>Attorney | Various                                      |      |
| Project                               | Duke Energy Florida, LLC v. Charles T. Richards, et al.<br>Shawn Wilson testified at OT hearings on 6/6/2022 and<br>8/12/2022 for a total of 4 parcels (uncontested). |                         | Year                                         | 2022 |
| Condemning<br>Authority's<br>Attorney | Manuel Vilaret, Esq.                                                                                                                                                  | Landowner's<br>Attorney | n/a                                          |      |
| Project                               | Duke Energy Florida, LLC v. Seabreeze Manor RRH, Ltd.<br>Shawn Wilson to testify at OT hearing on 11/22/2022<br>for 1 parcel (uncontested).                           |                         | Year                                         | 2022 |
| Condemning<br>Authority's<br>Attorney | Manuel Vilaret, Esq.                                                                                                                                                  | Landowner's<br>Attorney | Stephen Perry, Esq.                          |      |



# **EMINENT DOMAIN APPRAISAL AND APPRAISAL REVIEW CONTRACTS – LAST 5 YEARS**



Compass Real Estate Consulting, Inc.

|                 |                                                                                                                                                |                   |            |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|
| Project/Client: | Hillsborough County/ HDR<br>Engineering<br>10028469 - Bell Shoals Avenue<br>Hillsborough County                                                | Number of Parcels | 30 +/-     |
|                 |                                                                                                                                                | NTP:              | 2015-2019  |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Duke Energy<br>Hull Road 69KV Line Rebuild<br>Alachua County                                                                                   | Number of Parcels | 2          |
|                 |                                                                                                                                                | NTP:              | 10/26/2017 |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Manatee County / Independence<br>Acquisition & Appraisal<br>45 <sup>th</sup> St E to 44 <sup>th</sup> Ave Plaza E<br>Bradenton, Manatee County | Number of Parcels | 15 +/-     |
|                 |                                                                                                                                                | NTP:              | 2017       |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Duke Energy<br>CSX Rail Corridor<br>Pinellas County                                                                                            | Number of Parcels | 1          |
|                 |                                                                                                                                                | NTP:              | 2018       |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Duke Energy<br>Anclote to Tarpon Springs<br>230kV Line Data Book<br>Pinellas County                                                            | Number of Parcels | 37         |
|                 |                                                                                                                                                | NTP:              | 2018       |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Duke Energy<br>St. Pete 40 <sup>th</sup> St – 16 <sup>th</sup> St<br>115kV Line Rebuild Data Book<br>Pinellas County                           | Number of Parcels | 25         |
|                 |                                                                                                                                                | NTP:              | 2018       |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Duke Energy<br>Hays Road<br>Pasco County                                                                                                       | Number of Parcels | 2          |
|                 |                                                                                                                                                | NTP:              | 2018       |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>Osprey Energy Center to Kathleen<br>Substation Data Book<br>Polk County                                     | Number of Parcels | 121        |
|                 |                                                                                                                                                | NTP:              | 2019       |
|                 |                                                                                                                                                | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>American Cement to Bushnell East<br>Sumter County                                                           | Number of Parcels | 10 +/-     |
|                 |                                                                                                                                                | NTP:              | 01/11/2019 |
|                 |                                                                                                                                                | Status:           | Complete   |



|                 |                                                                                                                                     |                   |            |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|
| Project/Client: | Pasco County<br>CR 54 Wesley Chapel from SR 56 to<br>Magnolia                                                                       | Number of Parcels | 8          |
|                 |                                                                                                                                     | NTP:              | 05/16/2019 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>2876T1–Morgan Road (Cabbage Hill)<br>Pasco County                                                | Number of Parcels | 36         |
|                 |                                                                                                                                     | NTP:              | 07/16/2019 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>2550T5 – New River to Cabbage Hill<br>Pasco County                                               | Number of Parcels | 10 +/-     |
|                 |                                                                                                                                     | NTP:              | 08/27/2019 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>2001/2003 – Monteverde to Hancock<br>Road<br>Lake County                                         | Number of Parcels | 8          |
|                 |                                                                                                                                     | NTP:              | 09/23/2019 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>2807T1 – Perry to Fort White<br>Taylor County                                                    | Number of Parcels | 7 +/-      |
|                 |                                                                                                                                     | NTP:              | 05/27/2020 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>2493 – Williston North to Bronson<br>Levy County                                                 | Number of Parcels | 130+/-     |
|                 |                                                                                                                                     | NTP:              | 07/22/2020 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Property Owner: Robert Nunez<br>FDOT Turnpike<br>Polk County                                                                        | Number of Parcels | 1          |
|                 |                                                                                                                                     | NTP:              | 09/14/2020 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Manatee County<br>44th Avenue East (Glasgow)<br>Intersection of Future Nova Road                                                    | Number of Parcels | 2          |
|                 |                                                                                                                                     | NTP:              | 10/09/2020 |
|                 |                                                                                                                                     | Status:           | Complete   |
| Project/Client: | Duke Energy / Burns & McDonnell<br>Orlando Utilities Commission<br>St. Cloud E. to Magnolia Ranch N.<br>Orange and Osceola Counties | Number of Parcels | 37         |
|                 |                                                                                                                                     | NTP:              | 2021       |
|                 |                                                                                                                                     | Status:           | Complete   |



|                 |                                                                                               |                   |                                   |
|-----------------|-----------------------------------------------------------------------------------------------|-------------------|-----------------------------------|
| Project/Client: | City of Lakeland/American Acquisition<br>English Oaks Force Main– Section 3<br>Polk County    | Number of Parcels | 1                                 |
|                 |                                                                                               | NTP:              | 01/14/2021                        |
|                 |                                                                                               | Status:           | Complete                          |
| Project/Client: | City of Lakeland/American Acquisition<br>Medulla Road Water Main Project<br>Polk County       | Number of Parcels | 6                                 |
|                 |                                                                                               | NTP:              | 02/01/2021                        |
|                 |                                                                                               | Status:           | Complete                          |
| Project/Client: | Duke Energy / Burns & McDonnell<br>30001230 – Crystal River to Bronson<br>Levy County         | Number of Parcels | 18                                |
|                 |                                                                                               | NTP:              | 03/18/2021                        |
|                 |                                                                                               | Status:           | In Progress                       |
| Project/Client: | Property Owner: Vincent To<br>FDOT: International Market World<br>Polk County                 | Number of Parcels | 2                                 |
|                 |                                                                                               | NTP:              | 7/6/2021                          |
|                 |                                                                                               | Status:           | Complete                          |
| Project/Client: | Property Owner: Bynum Family<br>Partnership<br>FDOT<br>Auburndale, Polk County                | Number of Parcels | 1                                 |
|                 |                                                                                               | NTP:              | 12/7/2021                         |
|                 |                                                                                               | Status:           | Complete                          |
| Project/Client: | Duke Energy / Burns & McDonnell<br>Bushnell East to Mondon Hill<br>Sumter County              | Number of Parcels | 1                                 |
|                 |                                                                                               | NTP:              | 12/13/2021                        |
|                 |                                                                                               | Status:           | Complete                          |
| Project/Client: | Property Owner: Conibear RV<br>US 98 Road Widening<br>FDOT Project #: 436673-1<br>Polk County | Number of Parcels | 1                                 |
|                 |                                                                                               | NTP:              | 2022                              |
|                 |                                                                                               | Status:           | In Progress                       |
| Project/Client: | New Smyrna Airport / O.R. Colan &<br>Associates, Inc.<br>Baker Aviation Appraisal Review      | Number of Parcels | 2                                 |
|                 |                                                                                               | NTP:              | 03/23/2022                        |
|                 |                                                                                               | Status:           | Complete                          |
| Project/Client: | Pinellas County<br>Beckett Bridge Project<br>Tarpon Springs, Pinellas County                  | Number of Parcels | 3 – Appraisals<br>5 – Reviews     |
|                 |                                                                                               | NTP:              | 04/22/2022                        |
|                 |                                                                                               | Status:           | In Progress -<br>Engineering Hold |



# **QUALITY ASSURANCE / QUALITY CONTROL**



Compass Real Estate Consulting, Inc.

In my experience, most successful eminent domain appraisal assignments begin with an appropriately prepared appraisal bid. Such a bid includes an honest assessment of the work which is required to prepare a thorough and defensible appraisal report.

In preparing an appraisal bid, primary consideration is given to the level of detail which would provide the right-of-way acquisition department with the information needed to:

- a. Understand the impact of the taking and its impact on the market value; and
- b. Convey that information in a convincing manner when negotiating purchase of land and/or right-of-way from an owner; and
- c. Successfully complete the transaction and/or legal proceeding.

Where necessary for credible assignment results, my preparation of the suggested scope of work and proposed fee for the assignment will include suggestions for other experts (i.e., civil engineer, general contractor, professional land planner) to serve as subcontractors.

If accepted as the successful bidder, my typical work plan for an eminent domain appraisal assignment is as follows:

1. Identify the subject property, research contiguous parcels, and identify the parent tract.
2. Determine if a Before and After (B&A) or Land and Affected Improvements (LAI) analysis is required.
3. Confirm with client representatives that the appropriate legal descriptions and/or sketch of taking are available for the appraisal.
4. Request survey and/or staking of property if appropriate. Plot the metes-and-bounds legal description where necessary, to confirm accurate land area and/or rendering of sketches.
5. Provide detailed scope of work to subconsultants (where applicable) and coordinate with them for timely report preparation.
6. Coordinate with client representatives when arranging inspection of subject property.
7. Communicate with client representatives regarding project status on weekly basis, or more frequently when needed.
8. Prepare and transmit an owner contact letter.



9. Undertake highest and best research with all applicable government agencies.
10. Research comparable sales, listings, and rents as appropriate, analyze and verify.
  - Check in-house data base of transactions.
  - Check other resources for data (CoStar, LoopNet, MLS, as applicable).
11. Upon receipt of subconsultant reports, confer with subconsultants to ensure correct understanding of their work as it relates to the appraisal assignment.
12. If applicable, notify client in writing regarding information on costs to cure, perceived business damages and/or environmental issues.
13. Track due date for report, following up with subconsultants in order to receive predicate material in a timely manner to assure that the deadline is met.
14. Draft the appraisal report.
15. Apply quality control measures.
  - Hand check all mathematical calculations in report.
  - Fact check data in report against source documents.
  - Submit sales research to third-party researcher for additional review.
  - Final proof of entire report after a lapse of at least 24 hours.
16. Submit appraisal report to the client for review.
17. Address any concerns or suggestions from the reviewer.
18. Print and proofread hard copies of reports and transmit.
19. Prepare and test digital version(s) of reports and transmit.



# CURRENT WORKLOAD



Compass Real Estate Consulting, Inc.

The current workload for Compass Real Estate Consulting, Inc. is heavy for the next 30 days, and steady for the following 45 days.

We currently have ongoing contracts with government and private clients which create workload increases from time to time. During periods when our workload eases, we undertake new multi-parcel projects on a case-by-case basis, generally for periods of approximately 60 to 90 days.

This is our typical workload process, with no projected changes to the workload process within the next three months.



# **COMPASS REAL ESTATE CONSULTING, INC. CERTIFICATE OF REGISTRATION**

- **COMPASS REAL ESTATE CONSULTING, INC. CORPORATE REGISTRATION**



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Compass Real Estate Consulting, Inc.



[Previous On List](#)   [Next On List](#)   [Return to List](#)

compass real estate

**No Events   No Name History**

## Detail by Entity Name

Florida Profit Corporation

**COMPASS REAL ESTATE CONSULTING, INCORPORATED**

### Filing Information

|                        |              |
|------------------------|--------------|
| <b>Document Number</b> | P96000040982 |
| <b>FEI/EIN Number</b>  | 65-0664237   |
| <b>Date Filed</b>      | 05/06/1996   |
| <b>State</b>           | FL           |
| <b>Status</b>          | ACTIVE       |

### Principal Address

120 E PINE ST  
SUITE 5  
LAKELAND, FL 33801

Changed: 04/09/2021

### Mailing Address

120 E PINE ST  
SUITE 5  
LAKELAND, FL 33801

Changed: 04/09/2021

### Registered Agent Name & Address

WILSON, SHAWN  
122 LAKE MORTON DRIVE  
LAKELAND, FL 33801

Name Changed: 02/05/2001

Address Changed: 01/26/2022

### Officer/Director Detail

#### **Name & Address**

Title PD

WILSON, SHAWN  
122 LAKE MORTON DRIVE  
LAKELAND, FL 33801

### Annual Reports

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2020               | 01/15/2020        |
| 2021               | 04/09/2021        |
| 2022               | 01/26/2022        |

# **DOCUMENTATION TO SUPPORT EMINENT DOMAIN APPRAISAL WORK**

- **FLORIDA CONDEMNING AUTHORITIES (15 + YEARS)**
- **POLK COUNTY CONDEMNING AUTHORITIES (10 + YEARS)\_**
- **FLORIDA PROPERTY OWNER EXPERIENCE (10+ YEARS)**
- **COPY OF STATE CERTIFIED LICENSE**
- **APPRAISAL INSTITUTE MAI MEMBERSHIP**



Documentation to Support Eminent Domain Appraisal Work – Shawn Wilson, MAI

**Minimum 15 years of condemning authority (condemnor)  
experience within the State of Florida**

I have been continuously providing eminent domain appraisal services to condemnors and condemnees for real property in the State of Florida from 1987 to present.

Representative examples of past work experience for CONDEMNORS include:

1987 to 1992 – South Florida Water Management District

Various subject properties in Polk, Highlands and Okeechobee Counties concerning re-channelization of the Kissimmee River

1992 to 1994 – Florida Power Utilities

New 230kV transmission line in Seminole County

Upgrade existing line to 230kV in eastern Palm Beach County

1996 – Manatee County Government

Road widening project - SR 70 (53rd Avenue East) in Bradenton

1998 - FDOT District One

Road widening project - US 17 in Arcadia

2004 to 2014 – Manatee County Government

Various projects including 44th Avenue Phases 1 – 4, MARS utility project, 62nd Avenue East Road Widening

2008 – Sanford Airport Authority

Takings from 20+ parcels for runway expansion and noise mitigation

2009 - Clay County Government

Road widening project - Henley Road in Green Cove Springs

2011 – Manatee County

Road widening and intersection realignment Ft. Hammer Road in Parrish

2016 – FDOT District Seven

Road widening project – SR 41 (US 301) in Zephyrhills

2016 – Pasco County

Road widening and intersection improvements – Curley Road

2017 to 2022 – See five year history of contracts, in Tab 2 of this binder.





Appraisal Institute



appraisalinstitute.org 11/14/2022

**Shawn Eady Wilson, MAI, Owner**

**Account #:**

49220

**Company:**

Compass Real Estate  
120 E. Pine Street  
Suite 5  
Lakeland, FL, 33801  
UNITED STATES

**Location:**

Lakeland, FL 33801

**Phone:**

(863)688-3614

**Work Phone:**

(863)688-3614

**Email:**

Shawn@ShawnWilson.com

[Click Here to Update Your Personal Account Information](#)

To help us serve you better, please update your personal account information today!

**My Designations**

| Designations | Designation Date | AI CE Cycle Start Date | AI CE Cycle End Date | Status                                        |
|--------------|------------------|------------------------|----------------------|-----------------------------------------------|
| MAI          | 05/17/1993       | 01/01/2019             | 12/31/2023           | In Progress <a href="#">View Requirements</a> |

**Shawn Eady Wilson, MAI**  
*Designated Member*

Lakeland, FL

**Company:** Compass Real Estate

**Email:** Shawn@ShawnWilson.com

**Address:** Shawn Eady Wilson, MAI  
Compass Real Estate  
120 E. Pine Street  
Suite 5  
Lakeland, FL 33801

**Phone:** • Business: (863)688-3614

**Minimum 10 years of condemning authority (condemnor) experience within Polk County**

**Representative examples of past work experience for CONDEMNORS in Polk County include:**

1987 to 1992 – South Florida Water Management District

Various subject properties in Polk County concerning re-channelization of the Kissimmee River

2008 Polk County Government / Skyview Utilities

Underground utility easements in the Skyview subdivision in Lakeland

2008 Polk County Environmental Resources Department

Highlands Grace Subdivision / Pollard Road Well Site in Lakeland

2009 Polk County Utilities

Citrus Ridge sprayfield

2012 Polk County Facilities Management

Fair Market Rent estimate for 1290 S. Golfview Avenue in Bartow

2013 City of Mulberry

210 NE 4th Avenue condemnation for sewer lift station improvements

2019 Duke Energy / Burns & McDonnell

Data Book for 230kV transmission project (Lakeland, Auburndale, Winter Haven)

2021 City of Lakeland / American Acquisition

Medulla Road Water Main Project in Lakeland



**Minimum 10 years of landowner (condemnee) experience within the State of Florida**

**Representative examples of past work experience for LANDOWNERS include:**

1987 to 1992 – Central Florida Greenway (417 Beltway)

Various subject properties in Orange County including Clayton Realty and Southchase planned development (Stumpy Harris, Esq., Cary Gaylord, Esq.)

1987 to 1992 – Western extension of East-West Expressway in Orange County

Various subject properties in Orange County including citrus groves and planned development land (Stumpy Harris, Esq., Brigham Moore law firm)

1992 Map of reservation case for Cary Gaylord, Esq. in Apopka

1994 Mobil Oil case, Ft. Myers

2005 TECO 230kV transmission line project, 20+ property owners  
Egypt Lakes area of Tampa, Florida (Paul Antinori, Esq.)

2010 Florida Gas Taking from property in Tampa  
Landowner represented by Jack Gutman, Esq.

2018 Pasco County SR 52 Clinton Ave Extension // P. 162/862  
Landowner Ben Turner hired me for independent value opinion

2020 FDOT Turnpike // Central Polk Parkway Extension Parcel 142  
Landowner Nunez Homes hired me for independent value opinion

2021 FDOT District 1 // CR 655 Thornhill Road realignment in Auburndale  
Landowner Bynum Transport (Ben Hardin, Esq. and Lorena Ludovici, Esq.)

2021 FDOT District 1 // SR 600 (US 92) at Polk Parkway  
Landowner Vincent To / International Market World (Stephen Artman, Esq.)

2022 FDOT District 1 // US 98 North (SR 35) in Lakeland  
Landowner Conibear RV (Stephen Artman, Esq.)





Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**WILSON, SHAWN EADY**

120 E. PINE STREET  
SUITE 1  
LAKELAND FL 33801

**LICENSE NUMBER: RZ503**

**EXPIRATION DATE: NOVEMBER 30, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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# **DOCUMENTATION TO SUPPORT EMINENT DOMAIN APPRAISAL REVIEW WORK**



Compass Real Estate Consulting, Inc.

**Minimum 15 years of experience reviewing condemnor appraisals in the State of Florida**

I have been continuously providing eminent domain appraisal services to condemnors and condemnees for real property in the State of Florida since 1987. In this capacity, I have had numerous opportunities to review appraisals prepared for condemning authorities. When providing litigation support to landowners, virtually all assignments include a review of a condemnor's appraisal.

**Representative examples of past work experience REVIEWING CONDEMNOR APPRAISALS include:**

1987 to 1992 – Central Florida Greenway (417 Beltway)

Various properties in Orange County, all involved review of condemnor's appraisal.

1987 to 1992 – Western extension of East-West Expressway in Orange County

Various properties in Orange County, all involved review of condemnor's appraisal.

1992 Map of reservation case for Cary Gaylord, Esq. in Apopka, including trial testimony that included rebuttal / review of condemnor appraisal.

2005 TECO 230kV transmission line project, 20+ property owners. Review and rebuttal of two versions of condemnor's appraisals for each subject property.

2010 Florida Gas Taking from property in Tampa, included review of condemnor's appraisal

2018 Pasco County SR 52 Clinton Ave Extension // P. 162/862 // Ben Turner

I provided detailed review and rebuttal of condemnor's appraisal.

2020 FDOT Turnpike // Central Polk Parkway Extension Parcel 142, Nunez Homes

Prepared detailed written review of condemnor's voluminous appraisal report including a DCF analysis.

2021 FDOT District 1 // CR 655 Thornhill Road realignment in Auburndale, Bynum Transport  
Analysis and review of condemnor's appraisal report.

2021 FDOT District 1 // SR 600 (US 92) at Polk Parkway, International Market World  
Analysis and review of two condemnor's appraisal reports.



2022 New Smyrna Airport // Completed Yellow Book compliant appraisal reviews of two appraisal reports for O.R. Colan on behalf of the Airport Authority.

2022 Pinellas County // Beckett Bridge project. Completed Yellow Book compliant appraisal reviews of five separate appraisal reports for the condemnor.



## **TAB 3**

# **TECHNICAL AND PERSONNEL RESOURCES**

## **SPECIFIC ABILITIES OF THE FIRM**



Shawn Wilson, MAI, has over 35 years of appraisal experience in the state of Florida, with particular concentration in the specialized field of eminent domain and litigation appraisal. Her areas of expertise include all facets of real estate appraisal including valuation, report preparation, litigation support, and expert testimony.

Government clients include:

Pinellas County, Manatee County, Pasco County, Charlotte County, Hillsborough County, City of Holmes Beach, City of Anna Maria, Sarasota County Property Appraiser, Florida Department of Transportation Districts One and Seven, Government of Guam, Sanford Airport Authority, Clay County, Polk County, Sarasota County, Highlands County, City of Zolfo Springs, U.S. General Services Administration, Southwest Florida Water Management District.

Utility clients with the power of eminent domain include:

Duke Energy, Tampa Bay Water, Florida Power Corporation, Orlando Utilities Commission

Eminent domain assignments for condemnor clients in recent years include road widenings (Burnt Store Road Punta Gorda, CR 54 Wesley Chapel Boulevard, State Road 41/ US 301 Zephyrhills, Bell Shoals Road Brandon), supplemental powerline easements (Gainesville, Port Richey, Wesley Chapel), new powerline corridors (Wesley Chapel, Clermont, Levy County, Orange County, Osceola County) and various Bert J. Harris Act claims.

Litigation assignments have included a wide variety of issues, including partial takings, drainage pond takings, changes in drainage, takings with changes in access, takings of easements for a variety of uses, business damage claims, takings involving business signs, takings which involve extensive cure plans and costs to cure, takings which result in building cut-and-reface projects, and takings which create uneconomic remainder remnants.

Shawn Wilson, MAI, owner, will serve as the Appraiser of Record for the contract. Ms. Wilson holds the following appraisal credentials:

Florida State Certified General Real Estate Appraiser RZ503 (1990 to Present)  
AQB Certified USPAP Instructor #45523 (April 2018 to Present)  
MAI Member of the Appraisal Institute (1993 to present)



Throughout her career, she has held a variety of elected and appointed positions for appraisal-related associations, including:

- Florida Real Estate Appraisal Board (January 2021 – present)
- (The Appraisal Foundation Appraisal Practices Board (APB)
  - Chair (July 2016 to September 2017)
  - Vice Chair (July 2015 to July 2016)
  - Member (July 2014 to July 2015)
- Appraisal Institute
  - National Board of Directors of the Appraisal Institute (2011 to 2014)
  - Region X Third Regional Director (2009, 2010)
  - Region X Representative (2001, 2002, 2007, 2008)
  - West Coast Fl. Chapter, Member Board of Directors (1998, 1999, 2000)
- Association of Eminent Domain Professionals
  - President 2005, Vice-President 2004,
  - Executive Board 1992 through 1998, 2002, 2003

She has served as an appointed Special Magistrate for the Manatee, Sarasota, Highlands, Charlotte, Hillsborough, and Polk County Valuation Adjustment Boards for many years.

Ms. Wilson has written peer-reviewed professional articles which have been published in The Appraisal Journal (Appraisal Institute), Right-of-Way Magazine (IRWA), and AEDP newsletters (Association of Eminent Domain Professionals). She is a contributing author to the Appraisal Institute textbook, Applications in Litigation Valuation: A Pragmatist's Guide.

She has also authored many presentations on eminent domain and litigation topics. These include a litigation appraisal course for the Appraisal Institute in 1995, and a variety of seminars for education providers such as the Appraisal Institute, Lorman Continuing Legal Education, CLE Continuing Legal Education, the International Right-of-Way Association, and the Association of Eminent Domain Professionals. She has served as an invited presenter at national conferences for the Appraisal Institute, International Right of Way Association, and International Association of Assessing Officers.

Ms. Wilson developed an Appraisal Institute continuing education seminar, Complex Litigation Case Studies, and served as an instructor for the seminar throughout the United States during 2013 and 2014. She peer-reviewed the Appraisal Institute Seminar, Litigation Assignments for Residential Appraisers: Doing Expert Work on Atypical Cases and taught the seminar throughout the United States.

Her most recent seminar, Managing Unusual Appraisal and Litigation Assignments, debuted in



June 2018 for Appraisal Institute chapters in Iowa and Florida.

Partial list of specialized valuation expertise:

Inverse condemnation  
Maps of Reservation  
Probability of Rezoning or change in Land Use Designation  
Changes in grade and/or elevation  
Various sizes and types of electrical transmission facilities

Partial takings resulting in:

|                                |                                         |
|--------------------------------|-----------------------------------------|
| Loss of, or change in, access  | Curable damages (cost to cure analysis) |
| Business damages               | Loss of parking                         |
| Incurable damages              | Changes in Highest and Best Use         |
| Partial taking of improvements | Total taking of improvements            |
| Changes in drainage patterns   | Jurisdictional wetlands                 |

|                                        |                                                 |
|----------------------------------------|-------------------------------------------------|
| Spoil banks and spoil easements        | Soil and/or groundwater contamination           |
| Drainage canals and drainage easements | Special governmental districts (i.e., hospital) |
| Elevated passenger expressways         | Airport noise and aviation/aviation easements   |
| Electrical substations                 | Spray effluent fields                           |
| Development entry features and signage | Class I and III landfills                       |
| Mangroves and wetland vegetation       | Prescriptive easements                          |
| Developments of Regional Impact        | Pipeline easements                              |
| Wastewater treatment facilities        | Muck and unstable soils                         |

Diminution in value appraisal services relating to a variety of impacts have been provided for both plaintiffs and defendants. Examples include environmental contamination, construction defects, title insurance claims, sinkhole/unstable soil, and easements.

Ms. Wilson has provided litigation appraisal services for plaintiffs and defendants. Expert testimony experience includes appearance at Orders of Taking, hearings, depositions, and at trial.

Ms. Wilson has been qualified and presented testimony as an expert witness in the Circuit Courts of Orange, Sarasota, Manatee, Polk, DeSoto, Pasco, Lee, Volusia, Seminole, Hillsborough, Charlotte, Clay, Levy, and Marion Counties in the state of Florida, and in U.S. Bankruptcy Courts (Tampa and Jacksonville). She has been qualified and presented testimony as an expert witness for the Value Adjustment Board, Sarasota County, Florida, and for binding arbitration. She has provided consultation services in numerous settlement conferences and court-ordered mediation sessions.



Ms. Wilson specializes in complex litigation appraisal problems. Please refer to her website at [www.ShawnWilson.com](http://www.ShawnWilson.com) for additional information and testimonials.

John D. Osgood is an independent contractor who has been associated with Compass since 2014. Mr. Osgood is Florida State-Certified General Real Estate Appraiser, with designation number RZ1289. He is a senior real estate researcher, with over thirty years of experience in litigation appraisal research.

Compass Real Estate Consulting, Inc. has three full-time employees, Shawn Wilson, Emily Mueller, and Johnna Eady. Mrs. Mueller and Mrs. Eady have been assisting Compass with research on a variety of projects since 2009 and 2018, respectively. Whitnee Mitchell has been assisting Compass part-time since July 2021. John D. Osgood is a full-time senior researcher who has worked with Compass since 2014.

|                      |                                                 |
|----------------------|-------------------------------------------------|
| Appraiser of Record: | Shawn Wilson, MAI                               |
| Senior Researcher:   | John D. Osgood                                  |
| Researchers:         | Emily Mueller, Johnna Eady,<br>Whitnee Mitchell |

Our core team has extensive experience working together on multi-parcel projects and complex assignments. Johnna Eady is a Certified Public Accountant (CPA) and provides additional expertise for assignments involving the Income Approach.

Compass Real Estate Consulting, Inc. is located at 120 East Pine Street, Suite 5, Lakeland, Florida. Shawn Wilson and staff members Emily Mueller and Johnna Eady work full-time in the Lakeland office. Whitnee Mitchell is a part-time staff member that also works in the Lakeland office. Senior Researcher John Osgood works remotely from his home office in Sarasota, Florida, but coordinates and transmits all work product through the Lakeland office.

The location of John D. Osgood's home office is 2321 Hawthorne St., Sarasota, FL 34239.

Over many years of experience, and particularly through active involvement with the International Right of Way Association and the Association of Eminent Domain Professionals, Compass has formed professional relationships with a wide variety of subconsultants. Subcontractor experts for specialized project needs (civil engineering, professional land planning, general contractor estimating services, etc.) will be recommended based upon the specific project, the specific subject property(ies), the specific area of expertise required, and the workload of candidate subcontractors at the time of the specific assignment.

We are accustomed to managing multi-parcel projects, as this has been our primary business focus for 26 years. During periods of peak workload and production, we are able to call upon trusted independent contractors who have worked with us for years if additional part-time assistance is required.



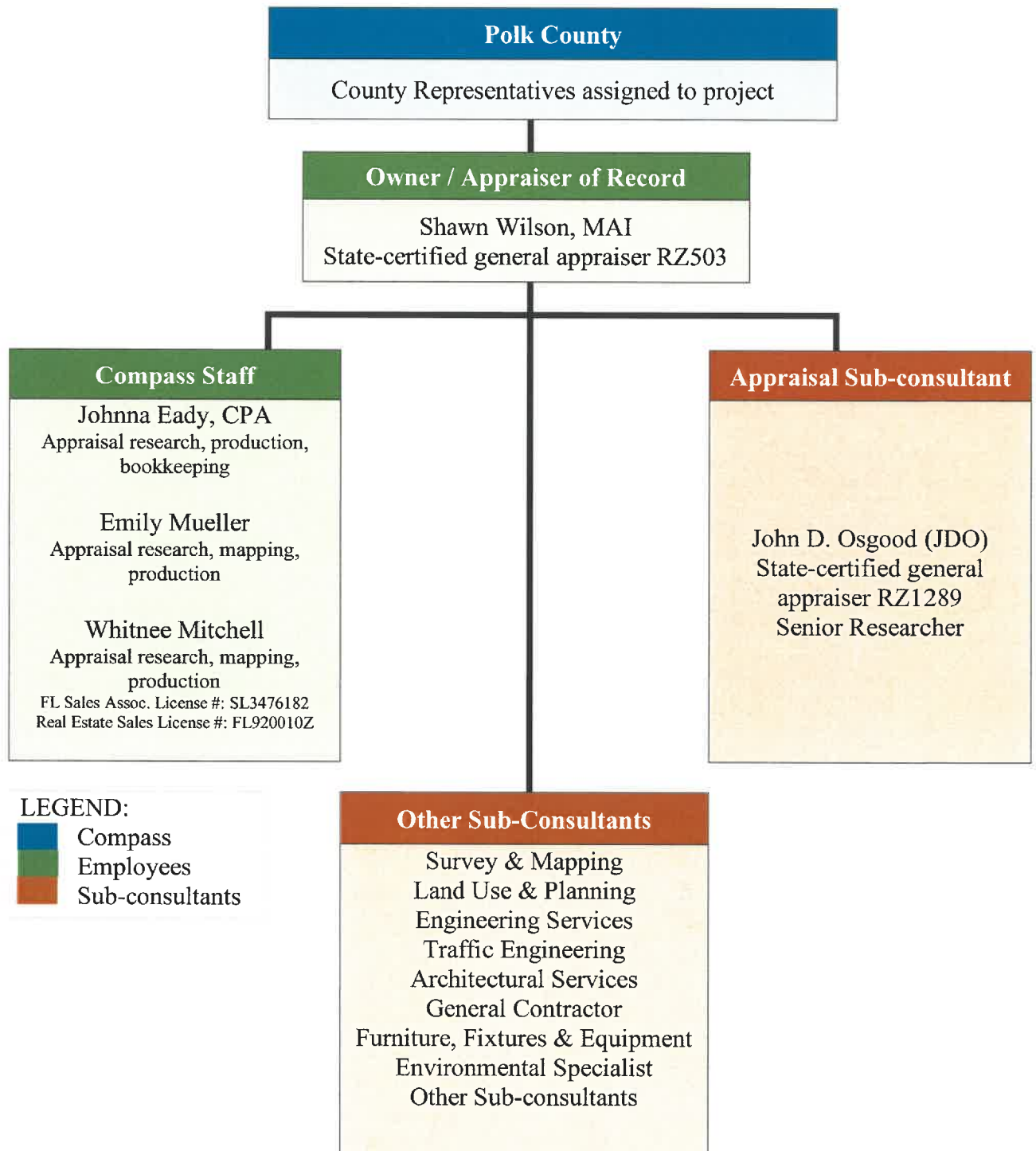
# **FIRM'S ORGANIZATION STRUCTURE**



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Compass Real Estate Consulting, Inc.

Organizational Diagram  
Compass Real Estate Consulting, Inc.



# RESUMES

## **SHAWN WILSON, MAI**

- **STATE CERTIFICATION – APPRAISAL**

## **JOHN D. OSGOOD**

- **STATE CERTIFICATION – APPRAISAL**
- **STATE CERTIFICATION – REAL ESTATE SALES ASSOCIATE**





SHAWN WILSON, MAI

Compass Real Estate Consulting • 120 East Pine Street • Suite 5 • Lakeland, Florida 33801

## CURRICULUM VITAE

### *Licensure and Certification*

Florida State Certified General Real Estate Appraiser RZ503 (1990 to Present)  
Guam Certified Non-Resident General Real Estate Appraiser CA-16-047 (2012 to Present)  
Tennessee State Certified General Real Estate Appraiser 5165 (2014 to Present)  
AQB Certified USPAP Instructor (April 2018 to Present)

### *Professional Affiliations*

Board Member, Florida Real Estate Appraisal Board (January 2021 to present)  
Chair, The Appraisal Foundation Appraisal Practices Board (July 2016 to September 2017)  
Member of The Appraisal Foundation Appraisal Practices Board (July 2014 to September 2017)  
MAI Member of the Appraisal Institute (1993 to present)  
    National Board of Directors of the Appraisal Institute (2011 to 2014)  
    Region X Third Regional Director (2009, 2010)  
    Region X Representative (2001, 2002, 2007, 2008)  
    West Coast Fl. Chapter, Member Board of Directors (1998, 1999, 2000)  
Association of Eminent Domain Professionals  
    Executive Board 1992 through 1998, 2002, 2003; Vice-President 2004; President 2005  
International Right of Way Association - Member

### *Expert Testimony*

Has been qualified and presented testimony as an expert witness in the Circuit Courts of Orange, Sarasota, Manatee, Polk, DeSoto, Pasco, Lee, Volusia, Seminole, Hillsborough, Charlotte, Clay, and Marion Counties in the state of Florida, and in U.S. Bankruptcy Courts (Tampa and Jacksonville). Has been qualified and presented testimony as an expert witness for the Value Adjustment Board, Sarasota County, Florida, and for binding arbitration. Has provided consultation services in numerous settlement conferences and court-ordered mediation sessions. Served as Special Magistrate for the Manatee, Sarasota, Highlands, Charlotte, Hillsborough, and Polk County Valuation Adjustment Boards.

### *Geographic Experience*

Has provided real estate appraisal services in the following Florida counties:

|           |              |              |           |
|-----------|--------------|--------------|-----------|
| Alachua   | Brevard      | Broward      | Charlotte |
| Citrus    | Clay         | DeSoto       | Duval     |
| Glades    | Hardee       | Hendry       | Hernando  |
| Highlands | Hillsborough | Indian River | Lake      |
| Lee       | Levy         | Manatee      | Marion    |
| Martin    | Nassau       | Okeechobee   | Orange    |
| Osceola   | Palm Beach   | Pasco        | Pinellas  |
| Polk      | Sarasota     | Seminole     | St. Lucie |
| Taylor    | Volusia      |              |           |

Has appraised properties in Tennessee, Georgia, and Guam.



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

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PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**WILSON, SHAWN EADY**

120 E. PINE STREET  
SUITE 1  
LAKELAND FL 33801

**LICENSE NUMBER: RZ503**

**EXPIRATION DATE: NOVEMBER 30, 2022**

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# JOHN D. OSGOOD

## PROFESSIONAL RESUME

### LICENSURE AND CERTIFICATION

Florida State-Certified General Real Estate Appraiser RZ1289 (1992 to present)  
Florida State-Certified Real Estate Salesman SL495602 (1987 to present)

### PROFESSIONAL AFFILIATIONS

Sewell, Valentich, Tillis and Associates (from 1987 to 2016)  
Compass Real Estate Consulting, Inc. (from 2016 to present)

### RELATED EDUCATIONAL ACCOMPLISHMENTS

1987 - Florida State University, Graduate of College of Business  
Major: Real Estate

Courses successfully completed specifically related to real estate include:

Real Estate Principles and  
Practices Legal Environment of  
Real Estate Real Estate Finance  
Real Estate Feasibility Analysis  
Real Estate Appraisal  
Real Estate Market Analysis

### RECENT CONTINUING EDUCATION SEMINARS

2014 Real Estate Education Specialists, "USPAP Update", Sarasota, FL  
2014 Real Estate Education Specialists, "Law Update", Sarasota, FL  
2014 Real Estate Education Specialists, "Unique and Complex Properties", Sarasota, FL  
2016 Real Estate Education Specialists, "National USPAP Update", Sarasota, FL  
2016 Real Estate Education Specialists, "Law Update", Sarasota, FL  
2016 Real Estate Education Specialists, "FHA Property Analysis", Sarasota, FL  
2016 Real Estate Education Specialists, "Better Safe Than Sorry", Sarasota, FL  
2018 Real Estate Education Specialists, "The National USPAP Update", Sarasota, FL  
2018 Real Estate Education Specialists, "Law Update", Sarasota, FL

### POWERLINE APPRAISAL EXPERIENCE

Appraisal experience includes over thirty years of research and analysis on assignments prepared for Florida Power Corporation, Florida Power & Light, and Duke Energy. Areas of study include electrical transmission corridors supporting lines of 69kV, 138kV, 230kV and 500kV. Project experience includes new greenfield corridors, corridor expansions, and rebuilds.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA REAL ESTATE APPRAISAL BD**

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**OSGOOD, JOHN DONALD**

2321 HAWTHORNE ST  
SARASOTA FL 34239

**LICENSE NUMBER: RZ1289**

**EXPIRATION DATE: NOVEMBER 30, 2024**

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Ron DeSantis, Governor

Julie I. Brown, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DIVISION OF REAL ESTATE**

THE SALES ASSOCIATE HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**OSGOOD, JOHN DONALD**

2321 HAWTHORNE ST  
SARASOTA FL 34239

**LICENSE NUMBER: SL495602**

**EXPIRATION DATE: MARCH 31, 2023**

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## TAB 4

### SURVEYS OF PAST PERFORMANCE

- **W. CAMPBELL McLEAN**  
**PASCO COUNTY – CR 54 WESLEY CHAPEL – SR 56 TO MAGNOLIA**
- **MANNY VILARET**  
**DUKE ENERGY – 2550T5 – NEW RIVER TO CABBAGE HILL**
- **AL NYGREN**  
**NEW SMYRNA AIRPORT - BAKER AVIATION APPRAISAL REVIEWS**
- **ROGER WRIGHT**  
**DUKE ENERGY – 2001/2003 – MONTEVERDE TO HANCOCK ROAD**
- **CHARLES MEADOR**  
**MANATEE COUNTY – 44<sup>TH</sup> AVENUE EXTENSION – INTERSECTION OF FUTURE NOVA ROAD**



### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: W. Campbell McLean (Name of Person completing survey)  
Gray Robinson, P.A. (Name of Client Company/Firm)  
Phone Number: (813) 273-5108 Email: campbell.mclean@gray-robinson.com  
Total Annual Budget of Entity (confidential)

Subject: Past Performance Survey of Similar work:

Project name: Pasco County - CR 54 Wesley Chapel

Name of Firm being surveyed: Compass Real Estate Consulting, Inc.

Cost of Services: Original Cost: \$100,000 +/- Ending Cost: \$200,000 +/-

Contract Start Date: May 16, 2019 Contract End Date: June 24, 2022

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

| NO | CRITERIA                                                                         | UNIT   | SCORE |
|----|----------------------------------------------------------------------------------|--------|-------|
| 1  | Ability to manage cost                                                           | (1-10) | 10    |
| 2  | Ability to maintain project schedule (complete on-time/early)                    | (1-10) | 10    |
| 3  | Quality of workmanship                                                           | (1-10) | 10    |
| 4  | Professionalism and ability to manage                                            | (1-10) | 10    |
| 5  | Close out process                                                                | (1-10) | n/a   |
| 6  | Ability to communicate with Client's staff                                       | (1-10) | 10    |
| 7  | Ability to resolve issues promptly                                               | (1-10) | 10    |
| 8  | Ability to follow protocol                                                       | (1-10) | 10    |
| 9  | Ability to maintain proper documentation                                         | (1-10) | 10    |
| 10 | Appropriate application of technology                                            | (1-10) | 10    |
| 11 | Overall Client satisfaction and comfort level in hiring                          | (1-10) | 10    |
| 12 | Ability to offer solid recommendations                                           | (1-10) | 10    |
| 13 | Ability to facilitate consensus and commitment to the plan of action among staff | (1-10) | 10    |

Printed Name of Evaluator Campbell McLean

Signature of Evaluator: *Campbell McLean*  
Campbell McLean (Nov 14, 2022 16:30 EST)

Please fax or email the completed survey to: emily@shawnwilson.com

# RFP Client Survey - Campbell McLean

Final Audit Report

2022-11-14

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2022-10-28                                   |
| By:             | Emily Mueller (emily@shawnwilson.com)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAHiMYRYSSG0rCpG_BI_A0rNhzyKL-mEnj |

## "RFP Client Survey - Campbell McLean" History

-  Document created by Emily Mueller (emily@shawnwilson.com)  
2022-10-28 - 8:43:38 PM GMT
-  Document emailed to Campbell McLean (campbell.mclean@gray-robinson.com) for signature  
2022-10-28 - 8:44:17 PM GMT
-  Email viewed by Campbell McLean (campbell.mclean@gray-robinson.com)  
2022-11-14 - 9:25:36 PM GMT
-  Document e-signed by Campbell McLean (campbell.mclean@gray-robinson.com)  
Signature Date: 2022-11-14 - 9:30:25 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-14 - 9:30:25 PM GMT

### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: Manny Vilaret (Name of Person completing survey)  
Vilaret Law, PLLC (Name of Client Company/Firm)  
Phone Number: (727) 573-1219 Email: manny.vilaret@cohlaw.com  
Total Annual Budget of Entity (confidential)

Subject: Past Performance Survey of Similar work:

Project name: Duke Energy 2550T5 - New River to Cabbage Hill

Name of Firm being surveyed: Compass Real Estate Consulting, Inc.

Cost of Services: Original Cost: \$56,425.60 Ending Cost: \$86,965.10

Contract Start Date: August 27, 2019 Contract End Date: February 19, 2020

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

| NO | CRITERIA                                                                         | UNIT   | SCORE |
|----|----------------------------------------------------------------------------------|--------|-------|
| 1  | Ability to manage cost                                                           | (1-10) | 9     |
| 2  | Ability to maintain project schedule (complete on-time/early)                    | (1-10) | 10    |
| 3  | Quality of workmanship                                                           | (1-10) | 10    |
| 4  | Professionalism and ability to manage                                            | (1-10) | 10    |
| 5  | Close out process                                                                | (1-10) | 10    |
| 6  | Ability to communicate with Client's staff                                       | (1-10) | 10    |
| 7  | Ability to resolve issues promptly                                               | (1-10) | 10    |
| 8  | Ability to follow protocol                                                       | (1-10) | 10    |
| 9  | Ability to maintain proper documentation                                         | (1-10) | 10    |
| 10 | Appropriate application of technology                                            | (1-10) | 10    |
| 11 | Overall Client satisfaction and comfort level in hiring                          | (1-10) | 10    |
| 12 | Ability to offer solid recommendations                                           | (1-10) | 10    |
| 13 | Ability to facilitate consensus and commitment to the plan of action among staff | (1-10) | 10    |

Printed Name of Evaluator Manuel Vilaret

Signature of Evaluator:   
Manuel Vilaret (Nov 1, 2022 12:57 EDT)

Please fax or email the completed survey to: emily@shawnwilson.com

# RFP Client Survey - Manny Vilaret

Final Audit Report

2022-11-01

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2022-10-28                                   |
| By:             | Emily Mueller (emily@shawnwilson.com)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAXarY5H9dM50IZYgLOLNUQhbFNU5ON7Uo |

## "RFP Client Survey - Manny Vilaret" History

-  Document created by Emily Mueller (emily@shawnwilson.com)  
2022-10-28 - 8:35:31 PM GMT
-  Document emailed to Manuel Vilaret (manny.vilaret@cohlaw.com) for signature  
2022-10-28 - 8:36:43 PM GMT
-  Email viewed by Manuel Vilaret (manny.vilaret@cohlaw.com)  
2022-11-01 - 4:55:53 PM GMT
-  Document e-signed by Manuel Vilaret (manny.vilaret@cohlaw.com)  
Signature Date: 2022-11-01 - 4:57:21 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-01 - 4:57:21 PM GMT



**Adobe Acrobat Sign**

### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: Al Nygren (Name of Person completing survey)  
O.R. Colan Associates (Name of Client Company/Firm)  
Phone Number: (386) 747-3756 Email: anygren@orcolan.com  
Total Annual Budget of Entity (confidential)

Subject: Past Performance Survey of Similar work:

Project name: New Smyrna Airport Baker Aviation Appraisal Reviews

Name of Firm being surveyed: Compass Real Estate Consulting, Inc.

Cost of Services: Original Cost: \$5,000 Ending Cost: \$5,000

Contract Start Date: March 23, 2022 Contract End Date: April 18, 2022

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

| NO | CRITERIA                                                                         | UNIT   | SCORE |
|----|----------------------------------------------------------------------------------|--------|-------|
| 1  | Ability to manage cost                                                           | (1-10) | 10    |
| 2  | Ability to maintain project schedule (complete on-time/early)                    | (1-10) | 10    |
| 3  | Quality of workmanship                                                           | (1-10) | 10    |
| 4  | Professionalism and ability to manage                                            | (1-10) | 10    |
| 5  | Close out process                                                                | (1-10) | 10    |
| 6  | Ability to communicate with Client's staff                                       | (1-10) | 10    |
| 7  | Ability to resolve issues promptly                                               | (1-10) | 10    |
| 8  | Ability to follow protocol                                                       | (1-10) | 10    |
| 9  | Ability to maintain proper documentation                                         | (1-10) | 10    |
| 10 | Appropriate application of technology                                            | (1-10) | 10    |
| 11 | Overall Client satisfaction and comfort level in hiring                          | (1-10) | 10    |
| 12 | Ability to offer solid recommendations                                           | (1-10) | 10    |
| 13 | Ability to facilitate consensus and commitment to the plan of action among staff | (1-10) | 10    |

Printed Name of Evaluator Al Nygren

Signature of Evaluator: *Al Nygren*  
Al Nygren Nov 4, 2022 11:14 EDT

Please fax or email the completed survey to: emily@shawnwilson.com

# RFP Client Survey - Al Nygren

Final Audit Report

2022-11-04

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2022-11-04                                   |
| By:             | Emily Mueller (emily@shawnwilson.com)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA6ImTX7iO6QvntUOJyEyyO19WYZLOAzmu |

## "RFP Client Survey - Al Nygren" History

-  Document created by Emily Mueller (emily@shawnwilson.com)  
2022-11-04 - 1:47:35 PM GMT
-  Document emailed to anygren2@aol.com for signature  
2022-11-04 - 1:48:08 PM GMT
-  Email viewed by anygren2@aol.com  
2022-11-04 - 3:10:21 PM GMT
-  Signer anygren2@aol.com entered name at signing as Al Nygren  
2022-11-04 - 3:14:12 PM GMT
-  Document e-signed by Al Nygren (anygren2@aol.com)  
Signature Date: 2022-11-04 - 3:14:14 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-04 - 3:14:14 PM GMT

### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: Roger Wright (Name of Person completing survey)

Burns and McDonnell (Name of Client Company/Firm)

Phone Number: (321) 249 - 6452 Email: rawright@burnsmcd.com

Total Annual Budget of Entity (confidential)

Subject: Past Performance Survey of Similar work:

Project name: Duke Energy - 2001/2003 - Monteverde to Hancock Road

Name of Firm being surveyed: Compass Real Estate Consulting, Inc.

Cost of Services: Original Cost: \$201,174.00 Ending Cost: \$263,921.90

Contract Start Date: September 23, 2019 Contract End Date: October 6, 2020

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

| NO | CRITERIA                                                                         | UNIT   | SCORE |
|----|----------------------------------------------------------------------------------|--------|-------|
| 1  | Ability to manage cost                                                           | (1-10) | 10    |
| 2  | Ability to maintain project schedule (complete on-time/early)                    | (1-10) | 10    |
| 3  | Quality of workmanship                                                           | (1-10) | 10    |
| 4  | Professionalism and ability to manage                                            | (1-10) | 10    |
| 5  | Close out process                                                                | (1-10) | 10    |
| 6  | Ability to communicate with Client's staff                                       | (1-10) | 10    |
| 7  | Ability to resolve issues promptly                                               | (1-10) | 10    |
| 8  | Ability to follow protocol                                                       | (1-10) | 10    |
| 9  | Ability to maintain proper documentation                                         | (1-10) | 10    |
| 10 | Appropriate application of technology                                            | (1-10) | 10    |
| 11 | Overall Client satisfaction and comfort level in hiring                          | (1-10) | 10    |
| 12 | Ability to offer solid recommendations                                           | (1-10) | 10    |
| 13 | Ability to facilitate consensus and commitment to the plan of action among staff | (1-10) | 10    |

Printed Name of Evaluator Roger A. Wright

Signature of Evaluator: *Roger A. Wright*  
Roger A. Wright | Oct 31, 2022 09:28 EDT

Please fax or email the completed survey to: emily@shawnwilson.com

# RFP Client Survey - Roger Wright

Final Audit Report

2022-10-31

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2022-10-28                                   |
| By:             | Emily Mueller (emily@shawnwilson.com)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA6i0roPSRnY7xopP5OI_8wG0frGpBoDpf |

## "RFP Client Survey - Roger Wright" History

-  Document created by Emily Mueller (emily@shawnwilson.com)  
2022-10-28 - 8:49:48 PM GMT
-  Document emailed to rawright@burnsmcd.com for signature  
2022-10-28 - 8:51:16 PM GMT
-  Email viewed by rawright@burnsmcd.com  
2022-10-31 - 1:25:54 PM GMT
-  Signer rawright@burnsmcd.com entered name at signing as Roger A. Wright  
2022-10-31 - 1:28:04 PM GMT
-  Document e-signed by Roger A. Wright (rawright@burnsmcd.com)  
Signature Date: 2022-10-31 - 1:28:06 PM GMT - Time Source: server
-  Agreement completed.  
2022-10-31 - 1:28:06 PM GMT

### Survey Questionnaire – Polk County

#### RFP 22-602, Appraisal and Appraisal Review Services – Eminent Domain

To: Charles Meador (Name of Person completing survey)  
Manatee County (Name of Client Company/Firm)  
Phone Number: (941) 748-4501 ext. 6289 Email: charles.meador@mymanatee.org  
Total Annual Budget of Entity (confidential)

Subject: Past Performance Survey of Similar work:

Project name: Manatee County 44th Avenue Extension - Glasgow Parcel

Name of Firm being surveyed: Compass Real Estate Consulting, Inc.

Cost of Services: Original Cost: \$22,750 Ending Cost: \$22,750

Contract Start Date: October 9, 2020 Contract End Date: January 28, 2022

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

| NO | CRITERIA                                                                         | UNIT   | SCORE |
|----|----------------------------------------------------------------------------------|--------|-------|
| 1  | Ability to manage cost                                                           | (1-10) | 10    |
| 2  | Ability to maintain project schedule (complete on-time/early)                    | (1-10) | 10    |
| 3  | Quality of workmanship                                                           | (1-10) | 10    |
| 4  | Professionalism and ability to manage                                            | (1-10) | 10    |
| 5  | Close out process                                                                | (1-10) | 10    |
| 6  | Ability to communicate with Client's staff                                       | (1-10) | 10    |
| 7  | Ability to resolve issues promptly                                               | (1-10) | 10    |
| 8  | Ability to follow protocol                                                       | (1-10) | 10    |
| 9  | Ability to maintain proper documentation                                         | (1-10) | 10    |
| 10 | Appropriate application of technology                                            | (1-10) | 10    |
| 11 | Overall Client satisfaction and comfort level in hiring                          | (1-10) | 10    |
| 12 | Ability to offer solid recommendations                                           | (1-10) | 10    |
| 13 | Ability to facilitate consensus and commitment to the plan of action among staff | (1-10) | 10    |

Printed Name of Evaluator Charles Meador

Signature of Evaluator: Charles Meador

Please fax or email the completed survey to: emily@shawnwilson.com

# RFP Client Survey - Charles Meador

Final Audit Report

2022-10-31

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2022-10-28                                   |
| By:             | Emily Mueller (emily@shawnwilson.com)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAMHQ99ILGJHidrtNm8Vu6Ymcq_OLr1vrl |

## "RFP Client Survey - Charles Meador" History

-  Document created by Emily Mueller (emily@shawnwilson.com)  
2022-10-28 - 9:02:39 PM GMT
-  Document emailed to Charles Meador (charles.meador@mymanatee.org) for signature  
2022-10-28 - 9:03:16 PM GMT
-  Email viewed by Charles Meador (charles.meador@mymanatee.org)  
2022-10-31 - 11:14:11 AM GMT
-  Document e-signed by Charles Meador (charles.meador@mymanatee.org)  
Signature Date: 2022-10-31 - 11:15:18 AM GMT - Time Source: server
-  Agreement completed.  
2022-10-31 - 11:15:18 AM GMT