

**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 Durrance & Associates, P.A. (the “Firm”) a Florida corporation, located at 300 South Hyde Park Avenue, Suite 201, Tampa, FL 33606, and whose Federal Employer Identification Number is 59-3244158.

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**

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: Durrance & Associates, P.A.
300 South Hyde Park Avenue, Suite 201
Tampa, FL 33606
Attention: Chad Durrance

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: Chad Durrance, MAI – Principal

Name: Mark Capodilupo – Senior Appraiser

Name: Rob Kissel – Senior Appraiser

Name: Miranda Blake – Research Analyst

Name: Joanna Shepherd – Contract Appraiser

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

Sanche B. H. P. 2/17/23
County Attorney's Office Date

ATTEST:

By: [Signature]
Corporate Secretary

Leslie Durrance
[Print Name]

DATE: 2-23-23

SEAL

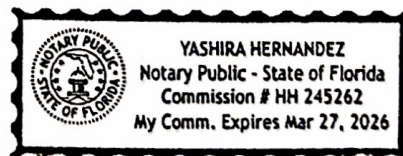
Durrance & Associates, P.A.
a Florida corporation

By: [Signature]

Chad Durrance
[Print Name]

President
[Title]

DATE: Feb. 23, 2023





YASHIRA HERNANDEZ
Notary Public - State of Florida
Commission # HH 245262
My Comm. Expires Mar 27, 2026

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this Feb 23, 2023 (Date) by Chad Durance (Name of officer or agent) as President (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 02/23/23 (Date)

Wishner Hernandez (Official Notary Signature and Notary Seal)

Yashira Hernandez (Name of Notary typed, printed or stamped)

Commission Number HH 245262 Commission Expiration Date Mar 27 2024

STATE OF _____ ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL
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)

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

STATE OF _____ ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP
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)

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

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 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 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.

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

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)

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.

Exhibit "Aii"

ORIGINAL

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

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



Proposers Incorporation Information (Submittal Page)

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

Company Name: Durrance and Associates

DBA/Fictitious Name (if applicable): _____

TIN #: 59-3244158

Address: 300 South Hyde Park Avenue Suite #201

City: Tampa

State: Florida

Zip Code: 33606

County: Hillsborough

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

Contact Person: Chad Durrance

Phone Number: 813-253-5351

Cell Phone Number: 813-477-3388

Email Address: Chad@durranceappraisals.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.

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").

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

Company Name: Durrance and Associates

Signature: _____

Title: President

Date: 11/13/22

State of: Florida

County of: Hillsborough

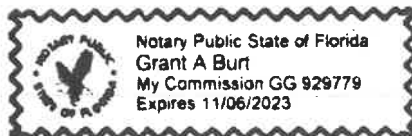
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of November, 2022, by Chad Durrance (name) as President (title of officer) of Durrance and Associates (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Grant A Burt

Printed Name of Notary Public: Grant Burt

Notary Commission Number and Expiration: 66 929779

(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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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: Chad Durrance

Title: President

Company: Durrance and Associates

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

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).

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- 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."

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- Cost of the services
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- Brief description of the services provided
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(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:

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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.

TAB 1

Introduction

November 11, 2022

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

RE: 22-602 Appraisal and Appraisal Review Services – Eminent Domain

To Whom it May Concern:

Enclosed please find enclosed our response to the above referenced request for proposal

I am the individual authorized to bind the company - Durrance and Associates since its inception in 1994.

Sincerely,



Chad Durrance, MAI
State-certified General Real Estate Appraiser (Florida) RZ987
Durrance and Associates
300 S. Hyde Park Avenue Suite #201
Tampa, Florida 33606

Direct: (813) 258-8464
Cell: (813) 477-3388
Email: chad@durranceappraisals.com

TAB 2

Experience &
Expertise

Experience and Expertise	
Orange-Lake Connector Road	
Client Name	Central FL Expressway
Contact Person	David Shontz
Contact Phone	407-835-6722
Contact email	dshontz@shutts.com
Cost of Service	
Start Date	May-22
End Date	ongoing
	Appraisal report: N/A, Ongoing and not available.
Appraisal Services	

Experience and Expertise	
CR 547 & Holly Hill Intersection Improvements	
Client Name	Polk County
Contact Person	Scott Lowery
Contact Phone	863-534-2578
Contact email	scottlowery@polk-county.net
Cost of Service	
Start Date	Jun-21
End Date	Aug-21
I	Polk County has appraisal on file
Appraisal Services	

Experience and Expertise	
St. Pete Lateral Gas Pipeline	
Client Name	Florida Gas Transmission
Contact Person	Beth Porter
Contact Phone	(352) 308-7504
Contact email	beth.porter@energytransfer.net
Cost of Service	
Start Date	Apr-22
End Date	
	Appraisal report: N/A, Ongoing and not available.
Appraisal services	

Experience and Expertise	
Thompson Nursery Road - Benjamin Lots	
Client Name	Polk County
Contact Person	Scott Lowery
Contact Phone	863-534-2578
Contact email	scott.lowery@polk-county.net
Cost of Service	
Start Date	Nov-21
End Date	Jan-22
	Polk County has appraisals on file
Appraisal Services	

Experience and Expertise	
Brook Injection	
Client Name	Florida Power and Light
Contact Person	Trenton Newton
Contact Phone	386-254-2221
Contact email	trenton.newton@fpl.com
Cost of Service	
Start Date	Jan-22
End Date	ongoing
	Appraisal report: N/A, Ongoing and not available.
Appraisal Services	

Type of Testimony	County	Case Style	Condemning Authority Attorney	Parcel Name/Project name	Approx Time Period
OT Hearing	Bradford	FGT v. Rayonier	Prineet Sharma	Guest, et al/Florida Gas	2017
Deposition	Polk	Florida Southeast Connection, LLC vs. +/- 13.678 Acres of Land, in Polk County Florida, and Florida Rock Industries, Inc.	John Little	Florida Rock/FSC Pipeline	2017
Deposition	Suwannee, Hamilton	Sabal Trail Transmission vs. +/- 0.758 Acres of Land, In Suwannee County, Florida, Marlon Brammer, et al	Stumpy Harris	Brammer, et al	2017
Deposition	Hamilton, Suwannee	Sabal Trail Transmission, LLC vs. +/-0.518 Acres of Land in Hamilton County Florida, Maxine Sullivan, et al	Stumpy Harris	Sullivan, et al	2017
Deposition	Hamilton, Suwannee	Sabal Trail Transmission, LLC vs. +/-0.589 Acres of Land in Hamilton County Florida, Samuel R. Panilag, etc, et al	Stumpy Harris	Panilag, et al	2017
Deposition	Orange	CFX vs. Alderman, et. al.	David Shontz	Everly	2017
OT Hearing	Levy	Duke Energy v. Mixson	Bruce Crawford	Mixson	2018
OT Hearing	Putnam	Seacoast Gas Transmission, LLC v. W. Forrest Peoples and Lisa M. Peoples	Lorena Ludovici	Stokes	2019
Deposition	Escambia	Gulf Power Company v. Sara Jackson, et al. and Gulf Power Company v. Donald Raymond Kilcrease, et al. and Gulf Power Company v. Thomas L. Barrineau, III, et al.	John Little	Various	2020
OT Hearing	Escambia	Gulf Power Company v. Sara Jackson, et al. and Gulf Power Company v. Donald Raymond Kilcrease, et al.	John Little	Various	2020
OT Hearing	Escambia	Gulf Power Company v. Thomas L. Barrineau, III, et al.	John Little	Various	2020

Durrance and Associates 5- Year Testimony List

Eminent Domain appraisal contracts within last 5 years

Goolsby - Deerfield T-Line	
County:	Broward
Client:	Florida Power & Light
Approximate Start Date:	2021
# of Parcels:	15
Project Status:	Finishing
Appraisal or Review:	Appraisal
Orange - Lake Connector Road	
County:	Lake & Orange
Client:	Central Florida Expy
Approximate Start Date:	2022
# of Parcels:	10
Project Status:	Ongoing
Appraisal or Review:	Appraisal
St. Pete Lateral Gas Pipeline	
County:	Polk
Client:	Florida Gas Transmission
Approximate Start Date:	2022
# of Parcels:	12
Project Status:	Complete
Appraisal or Review:	Appraisal
CR 547 & Holly Hill Intersection Improvements	
County:	Polk
Client:	Polk County
Approximate Start Date:	2021
# of Parcels:	3
Project Status:	Complete
Appraisal or Review:	Appraisal
Dade City to Sumterville	
County:	Hernando & Sumter
Client:	Peoples Gas
Approximate Start Date:	2020
# of Parcels:	60
Project Status:	Basically Done
Appraisal or Review:	Appraisal

- **Quality Control Plan**

Quality control is a very important part of our company procedures, to ensure consistent production of high-quality work product. These procedures include, but are not limited to:

- Staying current with continuing education, including Uniform Standards of Professional Appraisal practice (USPAP) and the Appraisal Institute
- Keeping a well-organized electronic file
- Roundtable reviews and discussions of appraisal assignments on a monthly basis, which provides for efficient workflow and coordination
- Site visit to each parcel to be valued by the lead appraiser
- Investing appropriate time and effort in the verification process in order to increase accuracy
- Testing the value opinion(s) for reasonableness
- Review of the report to address errors in grammar, math, punctuation, or other mechanics of the report.
- Final review of the report by the lead appraiser.

Current Workload

Our firm's current workload has been steady. We have worked with Polk County, as well as other public and private entities for many years, and have always been able to handle the scope of services required in an adequate and timely manner.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, this day personally appeared Chad G. Durrance, who by me being first duly sworn and cautioned, deposes upon his oath and says:

1. I am the President of Durrance and Associates, PA.
2. I am the Appraiser of Record/Principal Appraiser for the firm.
3. I have 15+ years of condemning authority experience within the State of Florida.
4. I have 10 + years of condemning authority (condemnor) experience within Polk County, Florida.
5. I have 10 + years of landowner (Condemnee) experience withing the State of Florida.
6. I have 15+ years experience in reviewing condemning authority (condemnor) eminent domain appraisals in the State of Florida.
7. I am a member of the Appraisal Institute.

Dated this 13th day of Nov -, 2022

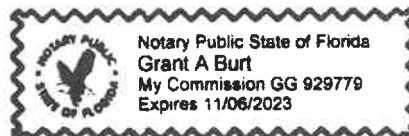

Chad Durrance
AFFIANT

The foregoing instrument was acknowledged before me by physical presence, who is personally known to me or who has produced his driver's license as identification.

SWORN TO AND SUBSCRIBED before me this 13th day of November, 2022


NOTARY PUBLIC
STATE OF FLORIDA

My Commission Expires: 11/06/23





**APPRAISAL
INSTITUTE**

MEMBERSHIP CERTIFICATE

This Certifies That

Chad Garrett Durrance

has been admitted to membership as an

MAI Member 9596

*in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.*

*In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this 23rd day of October, 1992*



Patricia J. Marshall
PRESIDENT



Ron DeSantis, Governor

Melanie S. Griffin, 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



LICENSE NUMBER: RZ987

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

P.A.R.A.R.A.
SERVICES, INC.

(627)

January 9, 2008

Robert W. Allen
Chief Right of Way Agent
Transportation Engineering Division
P.O. Box 9005
Bartow, Florida 33831-9005

RE: Appraisal Services
Durrance & Associates, P.A.
Berkley Road, Phases II & III

Dear Mr. Allen:

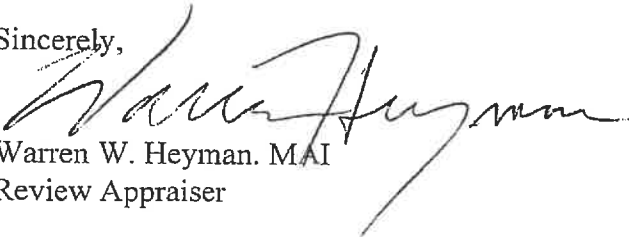
All of the negotiation appraisals for the above referenced project assigned to Chad Durrance have been reviewed and submitted to your office. This note is a comment concerning the quality of appraisal service provided by Chad Durrance and his associates, Mark Capodilupo and Joanna Bessett, both State Certified General Appraisers, and Susan Russo, Assistant to Mr. Durrance.

Their attention to the project was exemplary, and their response to my questions and comments was outstanding. Answers to my inquiries were immediate, and if a correction or clarification was warranted, it was provided that day, with the rare exception that required additional research, data or information.

Mr. Durrance and his associates approached the valuation of the subject parcels with an open and an objective manner, and they were equally open to my suggestions as what data and details might be required for a successful completion of the valuation of various parcels. They diligently researched, developed and used market data and applied sound and reasonable analysis to estimate values.

I believe the due diligence and quality of work submitted should place them among the group of competent and dependable appraisers you want to be available to complete appraisal projects for the Transportation Engineering Division.

Sincerely,



Warren W. Heyman, MAI
Review Appraiser

Subject: Berkley Road Phases 2 & 3 - NTP Appraisal Services
From: "Cunningham, Martha" <MarthaCunningham@polk-county.net>
Date: Thu, Jul 12, 2007 5:18 pm
To: <Cdurance@duuranceappraisals.com>
Cc: "Allen, Wade" <WadeAllen@polk-county.net>, "Wallace, Chuck" <ChuckWallace@polk-county.net>

Chad,

I am attaching a copy of the Notice to Proceed for Appraisal Services on the above-referenced project. The documentation referred to in the Notice was provided to you at Tuesday's kick-off meeting. I apologize for the delay in issuing this letter, we just received the PO number earlier today.

Should you need additional information, please do not hesitate to contact us. The Right-of-Way Project Coordinator for the project is:

Chuck Wallace
Engineering Services Aide II
Telephone: (863) 534-6744

Please feel free to contact Chuck with any questions with regard to the project. Of course, you may also contact me or Wade directly.

Thanks,
Martha Cunningham
Senior Right-of-Way Agent
Transportation Engineering (PW-02)
Direct: (863) 534-6023
Office: (863) 534-6700
Fax: (863) 534-6721
Email: MarthaCunningham@polk-county.net

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

DURRANCE & ASSOCIATES, P.A.

Real Estate Appraisers ■ Consultants ■ Market Analysts

EXAMPLE OF OVER 10 YEARS CONDEMNING AUTHORITY EXPERIENCE IN POLK COUNTY

May 1, 2007

Aercon Florida, LLC
3701 CR 544 East
Haines City, FL 33844

Via Certified Mail

Re: Property Owner: Aercon Florida, LLC
Parcel ID: 27-28-03-000000-011020 (Polk County, Florida)
Project: Haines City - Rail Right-of-Way

Dear Property Owner,

As you may be aware, the City of Haines City needs to acquire a portion of your property for railroad right-of-way. The City has engaged Durrance & Associates to prepare an appraisal of the above-referenced property for this purpose. In order to do so, I will need to inspect the property.

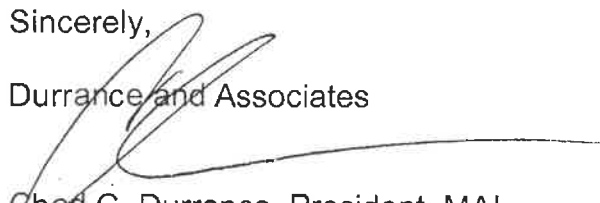
I have scheduled a field inspection of the above described property on the morning of Friday, May 11, 2007. I would appreciate you or your appointed representative meeting me at the property. At that time, I would like for you to bring to my attention any factors that would affect the value of your property. If the time and place of the meeting is not convenient for you, please inform me as soon as possible, and I will attempt to reschedule the time, or meet you at a place that is mutually convenient.

Any information you can provide such as property surveys, existing or proposed site plans, leases, pending contracts, listings of the property, or any other factors which may affect the value of the property will be helpful in estimating the value of your property.

Thank you in advance for your help and cooperation in this matter. Please call me with any questions relative to scheduling.

Sincerely,

Durrance and Associates



Chad G. Durrance, President, MAI
State-Certified General
Appraiser 0000987

CGD/sjr



DURRANCE & ASSOCIATES, P.A.

Real Estate Appraisers ■ Consultants ■ Market Analysts

May 1, 2007

Marshall Citrus, Inc.
P.O. Box 801
Winter Haven, FL 33882-0801

Via Certified Mail

Re: Property Owner: Marshall Citrus, Inc.
Parcel ID: 27-28-03-000000-032010 (Polk County, Florida)
Project: Haines City - Rail Right-of-Way

Dear Property Owner,

As you may be aware, the City of Haines City needs to acquire a portion of your property for railroad right-of-way. The City has engaged Durrance & Associates to prepare an appraisal of the above-referenced property for this purpose. In order to do so, I will need to inspect the property.

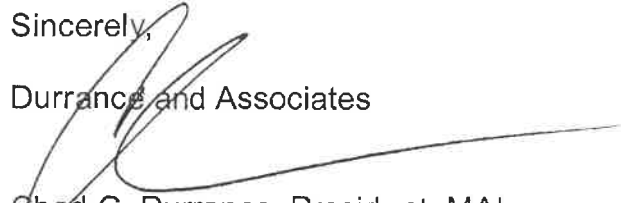
I have scheduled a field inspection of the above described property on the morning of Friday, May 11, 2007. I would appreciate you or your appointed representative meeting me at the property. At that time, I would like for you to bring to my attention any factors that would affect the value of your property. If the time and place of the meeting is not convenient for you, please inform me as soon as possible, and I will attempt to reschedule the time, or meet you at a place that is mutually convenient.

Any information you can provide such as property surveys, existing or proposed site plans, leases, pending contracts, listings of the property, or any other factors which may affect the value of the property will be helpful in estimating the value of your property.

Thank you in advance for your help and cooperation in this matter. Please call me with any questions relative to scheduling.

Sincerely,

Durrance and Associates


Chad G. Durrance, President, MAI
State-Certified General
Appraiser 0000987

CGD/sjr



DURRANCE & ASSOCIATES, P.A.

Real Estate Appraisers ■ Consultants ■ Market Analysts

May 1, 2007

McLand Holdings
P.O. Box 2486
Greenville, SC 29602-2486

Via Certified Mail

Re: Property Owner: McLand Holdings, LLC
Parcel ID: 27-28-03-000000-012010 (Polk County, Florida)
Project: Haines City - Rail Right-of-Way

Dear Property Owner,

As you may be aware, the City of Haines City needs to acquire a portion of your property for railroad right-of-way. The City has engaged Durrance & Associates to prepare an appraisal of the above-referenced property for this purpose. In order to do so, I will need to inspect the property.

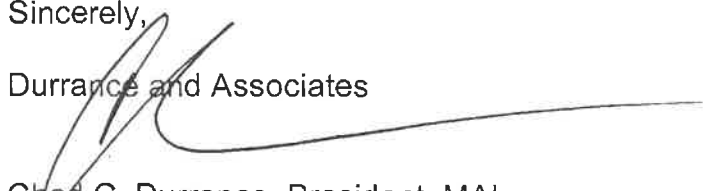
I have scheduled a field inspection of the above described property on the morning of Friday, May 11, 2007. I would appreciate you or your appointed representative meeting me at the property. At that time, I would like for you to bring to my attention any factors that would affect the value of your property. If the time and place of the meeting is not convenient for you, please inform me as soon as possible, and I will attempt to reschedule the time, or meet you at a place that is mutually convenient.

Any information you can provide such as property surveys, existing or proposed site plans, leases, pending contracts, listings of the property, or any other factors which may affect the value of the property will be helpful in estimating the value of your property.

Thank you in advance for your help and cooperation in this matter. Please call me with any questions relative to scheduling.

Sincerely,

Durrance and Associates


Chad G. Durrance, President, MAI
State-Certified General
Appraiser 0000987

CGD/sjr

Memorandum

TO: Chad G. Durrance, MAI
Durrance & Associates, PA
2011 Cleveland Street, Suite C
Tampa, FL 33606

RE: FDOT / Chiles & Ellsworth / GMRI, Inc. Allocation Hearing 4/7/05

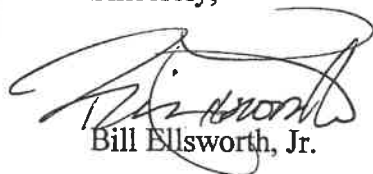
DATE: 4/21/05

Dear Chad:

Belatedly, we want to thank you for your appraisal work on our behalf and perhaps more importantly your astute testimony at our allocation hearing before Judge Holder. Assuming that the judge would weigh your testimony vs. GMRI, he should wisely rule in our favor with a zero allocation to our "enemy." Perhaps we will see his hole card shortly.

Should we need appraisal work in the greater Tampa area in the future, I am sure that we will be looking you up. Again, thanks for your help.

Sincerely,



Bill Ellsworth, Jr.

Copy: Ed Chiles Fax #941-778-3997

From the desk of:
W. Wm. Ellsworth, Jr.
P. O. Box 7667
Lakeland, FL 33807
Phone: (863) 644-9197
Fax: (863) 644-2785

EXAMPLE OF 10 YEARS LANDOWNER EXPERIENCE IN FLORIDA

Durrance was the appraiser for the fee owner(Ellsworth/Chiles)

**IN THE THIRTEENTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR THE COUNTY OF HILLSBOROUGH**

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION,

CASE NO. 03-1860

DIVISION J

Petitioner,

vs.

Parcel: 100

W. WILLIAM ELLSWORTH, JR., et al.,

Defendants.

**FINAL JUDGMENT REGARDING APPORTIONMENT
OF CONDEMNATION PROCEEDS**

THIS CAUSE having come before the Court as an eminent domain apportionment dispute pursuant to Fla Stat 73.101, between Defendant GMRI, INC. ("GMRI") and Defendant W. William Ellsworth, Jr.; Doris W. Ellsworth; Rhea Grafton Chiles, a/k/a Rhea G. Chiles, Trustee of the Family Trust Created Under the Last Will and Testament of Lawton M. Chiles, Jr., and Trustee of the Marital Trust Created Under the Last Will and Testament of Lawton M. Chiles, Jr., and Trustee of the Rhea G. Chiles Revocable Trust Agreement dated June 1, 2000; Lawton M. Chiles, III, Trustee of the Family Trust Created Under the Last Will and Testament of Lawton M. Chiles, Jr., and Trustee of the Marital Trust Created Under the Last Will and Testament of Lawton M. Chiles, Jr.; Edward G. Chiles, Trustee of the Family Trust Created Under the Last Will and Testament of Lawton M. Chiles, Jr., and Trustee of the Marital Trust Created Under the Last Will and Testament of Lawton M. Chiles, Jr. (the "OWNERS"), and the Court having considered the evidence presented in the trial of the matter conducted April 7, 2005, having also considered the oral and written argument of counsel and being otherwise fully advised in the premises, makes the following findings of fact and conclusions of law:

1. The facts in this case are largely undisputed by the parties. The acquisition by the Florida Department of Transportation (FDOT), identified as Parcel 100 and which served to initiate this apportionment matter, was a whole taking in conjunction with the Courtney Campbell Causeway (SR 60) widening project in Tampa. The effective date of value was May 22, 2003, the date the good faith estimate of value was deposited with the registry of the Court.

2. Parcel 100 contained approximately 88,427 square feet (or slightly more than 2 acres) of upland land area and was improved with a 7,244 square foot restaurant building, originally constructed in 1969 and continuously occupied and operated as a Red Lobster by the tenant GMRI, or its corporate predecessors.

3. The valuation stage of the case was resolved via a mediated settlement agreement and entry of a Stipulated Final Judgment in the amount of \$3,000,000. Prior to the trial on the matter, the parties agreed and stipulated that the tenant was entitled to the value of the furniture, fixtures and equipment acquired in the amount of \$280,000. As Parcel 100 was a whole taking, considerations of severance damages and business damages are not at issue, limiting the Court's role to a determination as to the value of the lease.

4. The original lease agreement, with two subsequent modifications, was in effect as of the date of taking and was silent as to the treatment of condemnation proceeds.

5. The relevant provisions of the lease to the apportionment issue include the following:

- a. Two options remained available which would extend the term of the lease to January 31, 2014, or approximately 10.6 years from the date of value.
- b. The rent payable under the lease is based upon five percent of gross revenues and is an absolute net basis, in that the tenant pays all real estate expenses.
- c. The lease was assignable without the consent of the owner.

- d. Use of the property under the lease was limited to a restaurant.
- e. No substantial alterations could be made to the improvements without the owners' written consent.

6. The actual rent paid under the terms of the lease over the years preceding the taking

was as follows:	<u>Year</u>	<u>Total Rent</u>	<u>Rent Per SF</u>
	1997:	\$126,831.42	\$17.36
	1998:	\$141,607.97	\$19.38
	1999:	\$147,736.35	\$20.22
	2000:	\$164,854.88	\$22.56
	2001:	\$170,469.19	\$23.33
	2002:	\$170,073.83	\$23.27

7. In an effort to make a determination of the appropriate apportionment of the settlement proceeds, both the fee simple owners and the tenant engaged expert real estate appraisers who took divergent approaches, to wit:

a. The appraiser for the fee owner utilized the standard method of estimating the value of the leasehold interest, comparing the rent paid under the lease contract to market rent. In doing so, the appraiser found that the rent actually paid by the tenant in this case was well within the range demonstrated in the market for similar, comparable restaurants, and concluded that the leasehold interest had no value.

b. The appraiser for the tenant recognized the standard methodology, but opined that this method could not be employed in the case of a restaurant property because of issues with FF&E, management and the fact that the rent was calculated on a percentage basis. Accordingly, the tenant's appraiser performed: 1) a form of the cost approach; 2) a capitalization of the contract

rent; 3) a present value calculation of the contract rent over the term of the lease and a present value calculation of the reversion (two versions of this final method were explained). Based on the indications provided by these methods, the tenant's appraiser concluded to a value of the leasehold interest of \$720,000.

8. The standard methodology for establishing the value of a leasehold interest is accomplished by comparing the contract rent to the rent paid in the marketplace for similar property. If the contract rent is below the market, then a leasehold advantage exists and the present value of that advantage, over the remaining term of the lease can be calculated for an indication of value of the leasehold interest. See *inter alia*, *United States v. Petty Motor Co.*, 327 U.S. 372 (1946); *Alamo Land and Cattle Co., Inc. v. Arizona*, 424 U.S. 295 (1976); *Orange State Oil Company v. Jacksonville Expressway Authority*, 110 So. 2d 687 (Fla. 1st DCA 1959); *The Appraisal of Real Estate*, (12th ed., Appraisal Institute).

9. As cited above, *Orange State Oil* stands for the generally accepted methodology of determining the value of a leasehold interest, but also provides for recourse to an alternative to market value when, because of the peculiar circumstances, the standard methodology cannot be applied. In *Orange State*, the appellate court noted issues such as two leases with separate fee owners and different remaining terms as well as additional expressed difficulties and others "too numerous to mention." See *Orange State Oil* at 690. See also *Trump Enterprises v. Publix Supermarkets, Inc.*, 682 So. 2d 168 (Fla. 4th DCA 1996) (wherein the court approved resort to an alternate method in the case of a partial taking from a land lease where the rent did not change).

10. Difficulties, such as the kind and number found in *Orange State Oil*, and the situation of a partial taking in *Trump*, do not exist in the case before the Court. The suggested reasons for

deviating from the standard market value determination, (difficulties in comparing restaurant rents due to FF&E and management considerations, and the basis for the rent as a percentage of gross sales) are contradicted by the facts and evidence presented in this case and by the relevant case law.

As to the former, prior trial testimony of the appraiser for the tenant demonstrated his previous utilization of the standard leasehold apportionment methodology in the case of a restaurant property when testifying on behalf of the fee owner. The evidence in this case demonstrated a consistent contract rent which could be readily compared to the market. Furthermore, the majority of the alternate analyses conducted by the appraiser for the tenant relied upon the contract rent as a basis for his opinions.

As to the latter, considering the percentage basis of the rent calculation, at least one appellate court has held that a percentage rent is not, by itself, reason enough to deviate from market value as a standard. See *U.S. v. 5.42 Acres of Land*, 182 F. 2d 787 (3rd Cir. 1950).

11. The Court, therefore, finds the analysis of the fee owner's appraiser, which utilized the standard and recognized method of determining the value of a leasehold interest, most accurately sets out the proper method of apportioning the condemnation proceeds between the Defendants. The Court has accepted the testimony of the fee owner's appraiser that the rent actually paid by the Tenant, Red Lobster (contract rent) was within the range of rents paid by other similar restaurants in the Tampa Bay area (market rent), indicating that no rent advantage or positive leasehold interest exists under these facts. Therefore, this analysis indicates that the value of the leasehold position, exclusive of furniture, fixtures and equipment, is zero (\$0).

BASED UPON THE FOREGOING, it is ORDERED AND ADJUDGED as follows:

1. Defendant GMRI, Inc., shall recover the total amount of TWO HUNDRED AND EIGHTY THOUSAND and 00/100 DOLLARS (\$280,000), representative of the agreed-upon value of the furniture, fixtures and equipment taken in this matter and as full compensation for the taking of its leasehold interest in Parcel 100.

2. Defendant ELLSWORTH shall recover TWO MILLION SEVEN HUNDRED TWENTY THOUSAND and 00/100 DOLLARS (\$2,720,000) as full compensation for the fee simple acquisition of Parcel 100.

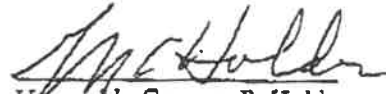
3. By this Court's Orders of July 31, 2003 and November 2, 2004, the total settlement of THREE MILLION and 00/100 DOLLARS was deposited into an interest-bearing trust account with Brigham Moore, LLP, pending this apportionment.

4. Immediately upon issuance of this Order, the amount of TWO HUNDRED EIGHTY THOUSAND and 00/100 DOLLARS (\$280,000), plus the proportionate share of accumulated interest identified in Paragraph 3 above, shall be paid out of said trust account to Defendant GMRI, Inc., and shall be forwarded via overnight delivery to counsel for GMRI.

5. Immediately upon issuance of this Order, the amount of TWO MILLION SEVEN HUNDRED TWENTY THOUSAND and 00/100 DOLLARS (\$2,720,000) plus the proportionate share of accumulated interest identified in Paragraph 3 above, shall be paid out of said trust account to Defendant ELLSWORTH, et al, and shall be forwarded via overnight delivery to W. William Ellsworth, Jr.

6. This Court reserves jurisdiction to address the issue of attorney's fees and expert costs pursuant to 73.092(2) Florida Statutes (2004), and other such issues the Court deems just and proper.

DONE AND ORDERED in Chambers, in Hillsborough County, Florida, this 20th day of
May, 2005.


Honorable Gregory P. Holder
Circuit Court Judge

Copies furnished to:
John T. Wettach, Jr., Esquire
Susan Duff, Esquire
Gregory S. Rix, Esquire



Highland Homes
...The Value Leader.

June 12, 2007

Chad G. Dorrance, M.A.I.
State Certified General Appraiser
2011 Cleveland Street, Suite C
Tampa, FL 33606

Dear Chad:

I wanted to take a moment to express our appreciation for your appraisal assistance in our very special litigation. Your final report was thorough, concise and professional.

We will continue to call on you as the need arises in the future.

Sincerely,



George M. Lindsey, III
Vice President of Land Development
HIGHLAND CASSIDY, LLC

TAB 3

Technical & Personnel Resources

Technical & Personnel Resources

Durrance and Associates, P. A. was organized as a subchapter S corporation in the state of Florida in 1994. Chad Durrance is the president and sole owner of the company. Throughout our history, the firm has always maintained one office location which is in Tampa. Even so, the geographic range of our work includes the entire state of Florida and we have employees not only in Hillsborough County, but also Pinellas, Pasco, and Leon. The leveraging of technology has allowed us to expand the geographic reach of our hires and in many instances is preferred given our state-wide practice. Due to technology, the manner in which we work has evolved over the last several years and includes a combination of both work in our physical office location as well as remotely.

Because the nature of our work is highly technical and specialized, in most instances we will work with a team of sub-consultants that have expertise in areas that we do not. For instance, sub-consultants that are routinely used in our valuation assignments include engineering, land planning, building contractors, fixture valuation and other specialties.

TECHNICAL & PERSONNEL RESOURCES

Durrance and Associates FIRM ORGANIZATION STRUCTURE

Principal: Chad Durrance, MAI
Cert Gen RZ 987
Tampa, Florida

Senior Appraiser: Mark Capodilupo
Cert Gen RZ 2590
Tampa, Florida

Senior Appraiser: Rob Kissel
Cert Gen RZ 2479
Tallahassee, Florida

Research Analyst Miranda Blake
Dade City, Florida

Contract Appraiser Joanna Shepherd
Cert Gen RZ 3095
Largo, Florida

Associated with development, preparation, presentation of an appraisal report or appraisal review report.

QUALIFICATIONS OF CHAD G. DURRANCE, MAI

Business Address

Durrance & Associates
300 S. Hyde Park Avenue, Ste. 201
Tampa, Florida 33606
E-mail Address: chad@durranceappraisals.com

Direct: (813) 258-8464

Education

B.S. Degree, Major of Real Estate and Urban Land Studies, University of Florida, 1988

Professional Organizations :

- ***Member of the Appraisal Institute, MAI Designation, Certificate No. 9596***
- ***State-Certified General Real Estate Appraiser (Florida), License No. RZ987.***

Experience

- President of Durrance & Associates (1994 to Present)
- Conducted appraisals on vacant lands, commercial and industrial properties, office buildings, apartments, tax credit housing projects, retail stores, income properties, restaurants, banks, residential condominium developments and subdivisions, shopping centers, citrus groves, churches, easements, utility systems, special use projects, and other property types.
- A total of 80% or more of our appraisal assignments are eminent domain related. This has resulted in the appraisal of many different type properties around the state, ranging from simple takings of small residential properties to highly complex partial takings of multi-million dollar properties with unique and challenging valuation issues. A partial listing of some of the more unique and complex assignments includes water reservoirs, flowage easements, gas pipeline easements, electric utility systems, access studies, impact of government regulations on specific property rights, parking loss, condemnation blight and impact on value, leasehold and apportionment analysis, and similar type assignments.
- Appraisals and/or testimony have been conducted for a variety of entities and individuals for the purpose of condemnation, tax planning, apportionment hearings, legal proceedings, investment analysis and Bert Harris Claims.
- Geographic scope of appraisal assignments includes Florida.

The Appraisal Institute conducts a program of continuing education for its designated members. MAIs and SRAs, who meet the minimum standards of this program, are awarded periodic educational certification. Chad G. Durrance, MAI is certified under this program.

November 3, 2022

Acct# 49573
Chad Durrance, MAI
300 S. Hyde Park Avenue
Tampa, FL 336060

Dear Chad,

This letter confirms that you are a Designated member in good standing, holding the MAI Designation with the Appraisal Institute, with a 2023 affiliation invoice paid through December 31, 2023.

If you have any questions or need additional assistance, please feel free to contact me at sbrody@appraisalinstitute.org.

Sincerely,



Scott Brody, CAE, IOM
Senior Manager, Professional Resources
Appraisal Institute
200 W. Madison St.
Suite 1500
Chicago, IL 60606



MEMBERSHIP CERTIFICATE

This Certifies That

Chad Sarrett Durrance

has been admitted to membership as an

MAI Member 9596

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this 23rd day of October, 1992


Patricia J. Marshall
PRESIDENT



Ron DeSantis, Governor

Melanie S. Griffin, 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



LICENSE NUMBER: RZ987

EXPIRATION DATE: NOVEMBER 30, 2022

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QUALIFICATIONS AND BACKGROUND
MARK D. CAPODILUPO

Business Address

Durrance & Associates, P.A.
300 S. Hyde Park Avenue, Ste 201
Tampa, Florida 33606
E-mail: Mark@DurranceAppraisals.com

Direct: (813) 253-3871

Education:

Bachelor of Science Degree, Major in Real Estate, Florida State University (1999)

Professional License and Memberships:

State Certified General Real Estate Appraiser RZ2590
Greater Tampa Association of Realtors & National Association of Realtors

Experience:

June 2002 to present: Durrance & Associates, P.A.

May 1999 to June 2002: Calhoun & Associates, Inc.
(n/k/a/ Calhoun, Collister & Parham, Inc.)

Conducted appraisals on vacant land, residential, agricultural, commercial and industrial properties including: office buildings, apartments, gas station/convenience stores, retail stores, income properties, restaurants, single family/multi-family residences, condominium developments and subdivisions, shopping centers, citrus groves, sand and rock mines, churches, easements, utility systems, mini-warehouse, and daycare centers.

A partial listing of some of the more unique and complex assignments includes flowage easements, gas pipeline easements, electric utility systems, phosphate properties, limerock properties, rails-to-trails, access studies, impact of government regulations on specific property rights, parking loss, building setback loss, condemnation blight and impact on value, leasehold and apportionment analysis, and similar type assignments.

Appraisals have been conducted for a variety of entities and individuals for the purpose of eminent domain condemnation, apportionment hearings, legal proceedings, and Bert Harris Claims.

The geographic scope of appraisal assignments includes the State of Florida.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
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CAPODILUPO, MARK DAVID

3608 S WAVERLY CT
TAMPA FL 33629

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QUALIFICATIONS AND BACKGROUND
ROBERT M. KISSEL, MAI

Business Address

Durrance & Associates, P.A.
300 S. Hyde Park Avenue, Suite 201
Tampa, Florida 33606
E-mail: rob@durranceappraisals.com

Direct: (813) 218-5643

Professional License and Affiliations:

- State Certified General Real Estate Appraiser (Florida), License No. RZ2479
- Member of the Appraisal Institute, MAI Designation

Education:

B.S. Degree, Major in Real Estate, Florida State University, 1993

Appraisal Institute Courses for MAI Designation:

The following courses consisted of 40 hours of classroom time:

- Course 510 - Advanced Income Capitalization
- Course 520 - Highest and Best Use and Market Analysis
- Course 530 - Advanced Sales Comparison & Cost Approaches
- Course 540 - Report Writing and Valuation Analysis
- Course 550 - Advanced Applications

The Appraisal Institute conducts a program of continuing education for its designated members. MAIs and SRAs, who meet the minimum standards of this program, are awarded periodic educational certification. Robert M. Kissel, MAI is certified under this program.

Experience:

November 2020 to Present: Durrance & Associates, P.A.

February 1997 to November 2020: Diskin Property Research

Appraisal experience covers a variety of clients and property types, with primary emphasis in the area of eminent domain. Clients include private property owners, local and state governmental agencies, and utilities, among others.

Property types appraised include vacant land, agricultural, single-family and multi-family residential, commercial, and industrial properties. A partial listing of some of the more unique and complex assignments involve natural gas pipelines, electric utility systems, road-widening projects, and conservation properties. Additional assignments, including property tax appeal, special studies, and appraisal review, have also been performed. The geographic scope of appraisal assignments includes the State of Florida.



Professionals Providing Real Estate Solutions

This Certifies That

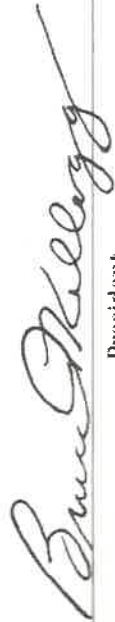
Robert M. Kissel

has been admitted to membership as an

MAI Member

*in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.*

*In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this 21st day of April 2005*



President

This certificate is the property of the Appraisal Institute and
must be returned to the Secretary upon termination of membership.



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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Joanna M. Shepherd

Phone: (727) 421-6213 • Joanna@FLcomps.com

Professional License/ Certifications

State-Certified General
Real Estate Appraiser RZ3095

Education

The Appraisal Institute

McKissock Real Estate School

Elgin Real Estate School,
State-Registered Assistant
Appraiser, 2002

Bert Rogers School of Real
Estate, 1995

St. Petersburg College,
Associate in Arts Business
Administration, 1994

Appraisal Institute and Other Courses/ Seminars (partial listing)

- Legal Aspects of Easements
- HP 12 Financial Calculations
- Land Valuation
- National USPAP Update
- FL State Law Update
- Basic Appraisal Principles
- Basic Appraisal Procedures
- 420 Business Practice and Ethics
- 310 Basic Income Capitalization
- 15-Hr National USPAP
- 60-Hr Appraisal Board State-Certification
- Supervisor/Trainee Roles & Rules
- Office Building Valuation
- Sales Verification Policies & Procedures
- Cool Tools – Technology for Appraisers
- The Cost Approach
- Private Appraisal Assignments
- The Nuts and Bolts of Green Building for Appraisers
- Appraising Small Apartment Properties

Florida Comps & Data Resources, Inc.

Real Estate Due Diligence • Research • Analysis • Valuation

Experience

Florida Comps & Data Resources, Inc. - **Real Estate Research & Analysis**, 2012-Present
Durrance & Associates, P.A. - **Staff Appraiser**, 2007-2012

Durrance & Associates, P.A. - **Project Manager/Office Administrator**, 2001-2007

Calhoun & Associates, Inc. - **Project Manager/Office Administrator**, 1991-2000

(n/k/a Calhoun, Collister & Parham, Inc.)

- **Real Estate Due Diligence:** Various due diligence packages inclusive of factual information relative to site selection process including property tax cards; deeds, mortgages, easement documents, and other official records/documents; zoning and future land use designations inclusive of applicable exhibits and map overlays; re-zoning petitions, hearings, ordinances; color graphics, outlined aerial maps (including historical aerials if applicable), street maps, street photos and bird's eye views; legal description and/or plat map with site dimensions; type of improvements; past and/or future development orders; NWI data; and other pertinent information relative to the specific characteristics of each site researched; research and analysis of market data as it compares to subject site
- **Marketing:** Detailed marketing documents outlining characteristics of subject property, including aerial map and photo exhibits showing property size and dimensions, traffic counts, demographics, surrounding major retailer identification and other pertinent data requested
- **Project Management:** Research 5-year transportation plan projects; aerial map exhibits with right-of-way map overlays showing proposed acquisitions; obtain owner information relative to affected properties; preparation of marketing packages; market project information to various property owners
- **Appraisal Assignments:** Majority of appraisal assignments specialize in the field of eminent domain. The geographic scope of assignments includes the State of Florida. Appraisals conducted include various types of vacant land, residential, commercial and industrial properties, restaurants, single-family and multifamily residential, condominium developments and subdivisions, citrus groves, churches, easement rights, warehouses, and daycare centers
- **More Unique and Complex Assignments:** A partial listing of some of the more unique and complex assignments includes gas pipeline easements, rails-to-trails, access studies, location studies, parking loss, building setback loss, condemnation blight and impact on value, and similar type assignments
- **Software:** MS Office (Word, Excel, Access, Power Point, etc.), Adobe Creative Suite (Photoshop, InDesign, Acrobat, Spark, etc.); Apple OS



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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TAB 4

Surveys of Past Performance

Survey Questionnaire – Polk County

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

To: Christine Peterson (Name of Person completing survey)
Polk County (Name of Client Company/Firm)
Phone Number: 863-534-2584 Email: ChristinePeterson@polk-county.net
Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Thompson Nursery Road - Benjamin Lots

Name of Firm being surveyed: Durrance and Associates

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: November 2021 Contract End Date: January 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 Christine Peterson, Senior Professional

Signature of Evaluator: Christine Peterson 11-15-2022

Please fax or email the completed survey to: durrance-administrator@durranceappraisals.com

Survey Questionnaire – Polk County

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

To: Trenton Newton (Name of Person completing survey)

FP&L (Name of Client Company/Firm)

Phone Number: 386-254-2221 Email: trenton.newton@fpl.com

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: Brook Injection

Name of Firm being surveyed: Durrance and Associates

Cost of Services: Original Cost: Not Public Ending Cost: Not Public

Contract Start Date: January 2022 Contract End Date: NONE

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 Trenton Newton

Signature of Evaluator: Trenton Newton

Please fax or email the completed survey to:

durrance-administrator@durranceappraisals.com

Survey Questionnaire – Polk County

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

To: Christine Peterson (Name of Person completing survey)
Polk County (Name of Client Company/Firm)
Phone Number: 863-534-2584 Email: ChristinePeterson@polk-county.net
Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: CR 547 @Holly Hill

Name of Firm being surveyed: Durrance and Associates

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: Nov 2021 Contract End Date: Jan 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 Christine Peterson, Senior Professional

Signature of Evaluator: Christine Peterson 11-15-2022

Please fax or email the completed survey to: Durrance and Associates

Survey Questionnaire – Polk County

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

To: Beth Porter (Name of Person completing survey)

Florida Gas Transmission (Name of Client Company/Firm)

Phone Number: 352-308-7504 Email: beth.porter@energytransfer.com

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: St. Pete Lateral Gas Pipeline

Name of Firm being surveyed: Durrance and Associates

Cost of Services: Original Cost: Not Public Ending Cost: Not Public

Contract Start Date: April 2022 Contract End Date: None

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 Elizabeth Porter

Signature of Evaluator: *Elizabeth J Porter*

Please fax or email the completed survey to: durrance-administrator@durranceappraisals.com