

STANDARD APPRAISAL AGREEMENT

**RIGHT OF WAY : STATE ROAD 107
NASSAU COUNTY, FLORIDA**

AGREEMENT

THIS AGREEMENT is made by and between NASSAU COUNTY, hereinafter called the COUNTY, and Tompkins Appraisal Group

whose address is 101 East Madison St/P.O. Box 2998, Lake City, FL 32056-2998 hereinafter called the APPRAISER. IT IS AGREED that APPRAISER shall and is required to perform the services and comply with the terms and conditions set forth herein and the Proposal attached hereto.

**SECTION ONE
ORIGINAL SERVICES AND COMPENSATION**

A. DESCRIPTION OF ORIGINAL SERVICES

1. APPRAISER shall perform all services necessary to make an estimate of market value for the identified parcels and shall deliver three (3) copies of a written appraisal report for each parcel to NASSAU COUNTY.
2. APPRAISER shall perform all services and prepare all reports in accordance with the FDOT's Right of Way Appraisal Standards (Procedure Topic No. 575-020-103b), which is incorporated herein and made a part of this Agreement by reference. APPRAISER acknowledges having received a copy of said Appraisal Standards.
3. APPRAISER shall provide a comparable sales data book and supplements thereto.
4. APPRAISER shall personally perform all of those services requiring the exercise of an appraiser's judgement or those services which require an appraiser's conclusion or opinion, including correction of appraisal deficiencies, if any.
5. APPRAISER may employ qualified consultants necessary to the completion of services outlined above, providing the APPRAISER submits the name and address of each consultant and secures prior approval of the COUNTY to employ the consultants. A copy of a consultant's report which has been reviewed by the COUNTY may, if available, be provided to the APPRAISER for appropriate consideration.

B. COMPENSATION FOR BASIC SERVICES

1. APPRAISER shall be compensated by the COUNTY for services described above, in the amounts itemized in the Proposal.
2. ~~Twenty percent (20%) of the fee for each parcel shall be paid, subject to Section Four herein after the appraisal report is reviewed and determined to meet the COUNTY's right of Way Appraisal standards. The APPRAISER shall prepare an invoice for payment of the appraisal fee in accordance with Section Three, Paragraph A of this agreement. The ten percent (10%) retainer will be paid upon the successful completion of the contract.~~

~~Twenty percent (20%) of the total fees for parcels to be appraised shall be paid, subject to Section Four herein, after the Data Book is submitted, reviewed and determined to be in compliance with the Department's right of Way Appraisal standards, General Data standards (Items No. 245 through 270). The APPRAISER shall prepare an invoice for payment of the portion of the fee payable upon acceptance of the Data Book, in accordance with Section Three, Paragraph A of this agreement. The invoice shall accompany the Data Book submitted to the District Chief Review Appraiser. Eighty percent (80%) of the fee for each parcel shall be paid after the appraisal report is reviewed and determined to meet the Department's right of Way Appraisal standards. The APPRAISER shall prepare an invoice for payment of 80% of the appraisal fee in accordance with Section Three, Paragraph A of this agreement. The invoice shall accompany the appraisal report submitted to the District Chief Review Appraiser.~~

3. APPRAISER shall bear the cost of all travel and incidental expenses. Such costs are included in the proposal.
4. APPRAISER shall bear all other costs including special consultant fees, and such costs are incorporated in the proposal.

SECTION TWO
UPDATE SERVICES AND COMPENSATION

A. DESCRIPTION OF APPRAISAL UPDATE SERVICES:

If notified in writing by the COUNTY, APPRAISER agrees to update the estimate of market value for identified parcel and to deliver three (3) copies of a written report for each parcel to the COUNTY. The notice shall identify each parcel, the reason for update, delivery date, type of report and fee.

B. COMPENSATION FOR UPDATE SERVICES

1. APPRAISER shall be compensated for each parcel update at a fee not to exceed either the total update fee stated in the proposal or in any supplemental agreement hereto.
2. One hundred percent (100%) of the fee for update services shall be paid, subject to Section Four herein, after the appraisal report is reviewed and determined to meet the County's appraisal standards in effect at the date of this AGREEMENT.
3. The APPRAISER shall prepare and submit an invoice for update services in accordance with Section Three, Paragraph B of this Agreement.

**SECTION THREE
METHOD OF PAYMENT**

- A. Payment for services shall be made to APPRAISER by the COUNTY pursuant to the provisions of Section One, Paragraph B of this Agreement. APPRAISER shall submit an original and one (1) copy of an invoice to the COUNTY. The invoice shall be on, or in the format of the FDOT Form Number 575-020-002a (Invoice for Appraisal Services). A format shall include all identifying numbers, dates and headings positioned as on the FDOT form.
- B. Payment for update services shall be made to APPRAISER pursuant to the provisions of Section Two, Paragraph B of this Agreement. Appraiser shall submit an original and one (1) copy of an invoice to the COUNTY. The invoice shall be on, or in the format of, the FDOT Form Number 575-020-002a (Invoice for Appraisal Services). A format shall include all identifying numbers, dates and headings positioned as on the FDOT form.
- C. Payment for services shall be contingent upon APPRAISER's correction of any deficiencies in original or update reports provided in accordance with this Agreement, and reasonable response to inquiries of the COUNTY relating to the quality of the services.
- D. Failure to correct appraisal deficiencies within 21 days of notification by the COUNTY shall result in liquidated damages pursuant to Section Four, Paragraph B or C of this Agreement, and will require APPRAISER to update the appraisal without additional cost to the COUNTY, unless an extension of time is granted in writing by the COUNTY. Unless otherwise agreed to in writing by the COUNTY, the date of valuation shall be no more than twenty days prior to receipt of the corrected appraisal report by the COUNTY.

- E. The COUNTY shall review reports made and services performed under this Agreement and notify APPRAISER of deficiencies within 60 days of the receipt thereof, or the invoice shall be processed for payment. Failure to correct deficiencies shall result in default regardless of payment having been made. A report requiring corrections to comply with the FDOT Appraisal Standards shall be approved for payment within 30 days from receipt of acceptable corrections. Reports not requiring corrections shall be approved immediately upon completion of review.
- F. The COUNTY reserves the right to refuse payment if invoices are not submitted within sixty (60) days of the delivery date, in detail sufficient for reaudit and postaudit thereof.

**SECTION FOUR
DELIVERY DATE**

- A. APPRAISER shall submit a complete, written appraisal report to the COUNTY no later than the delivery date set forth in the Proposal, or in any subsequent supplemental agreements. The COUNTY may, by "Letter of Extension", extend a due date set forth in the Proposal, any due date established by supplemental agreement, or any due date for correction of appraisal deficiencies provided there are no changes in compensation or scope of work. Extensions shall be authorized and signed by the COUNTY ENGINEER. Extensions requested by APPRAISER shall be by written request explaining in detail why such extension is necessary. The COUNTY ENGINEER shall acknowledge acceptance or denial of APPRAISER's request in writing.
- B. Delivery of a complete Data Book later than the due date stated in the Proposal or later delivery of requested correction of deficiencies therein shall result in liquidated damages to the COUNTY at the rate of one-half (1/2) of 1% of the total appraisal fee set forth in the Proposal for each day of default.
- C. For late delivery of an appraisal report, an updated report or requested correction of appraisal deficiencies, liquidated damages shall be at the rate of 1% of the parcel appraisal fee per calendar day for the first seven (7) calendar days and 2% per calendar day thereafter, between the due date and the date on which the report or correction is received in the COUNTY ENGINEER'S office.

**SECTION FIVE
DATE OF VALUATION**

Unless otherwise agreed to in writing by the COUNTY, the date of valuation for basic services and for noncourt updates shall be the date of the APPRAISER's last inspection of the property and shall be no more than twenty (20) days prior to receipt of the appraisal report by the COUNTY.

**SECTION SIX
LITIGATION SERVICES**

If notified in writing by the COUNTY, APPRAISER agrees to enter into a contract to provide litigation services on those parcels set forth in the Proposal and for parcels to be subsequently appraised. Litigation services may include, but are not limited to:

1. Pretrial or prehearing preparation;
2. Preparation of court exhibits;
3. Attendance at depositions, pretrial hearing, or other court hearings;
4. Appearance at order of taking hearing or trial;
5. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the COUNTY's position in court.

APPRAISER agrees to enter into a contract to provide litigation services at a rate not to exceed \$*125.00* per hour for those services requiring exercise of the APPRAISER's judgement, and at a rate not to exceed \$ N/A per hour for those services which may be performed by an individual other than the APPRAISER.

**SECTION SEVEN
DISPUTES**

All services shall be performed by APPRAISER to the satisfaction of the COUNTY ENGINEER who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, including the prosecution and fulfillment of the services hereunder and the character, scope, quality, amount, and value thereof. The decision of the COUNTY ENGINEER upon all claims, questions and disputes shall be final and conclusive.

**SECTION EIGHT
SOLICITATION FOR CONTRACT**

APPRAISER agrees that no company or person has been employed or retained, other than a bona fide employee working solely for said APPRAISER to solicit or secure this Agreement, and that APPRAISER has not paid or agreed to pay any other company or person a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to terminate or void this agreement without liability.

**SECTION NINE
INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE**

- A. APPRAISER covenants and agrees that he or she will indemnify and hold harmless the COUNTY and all of the COUNTY's officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by APPRAISER during the performance of the contract, whether direct or indirect, and whether to any person or property to which COUNTY or said parties may be subject, except that neither APPRAISER nor any of Appraiser's sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of COUNTY or any of its officers, agents or employees.
- B. The Appraiser shall have and maintain during the period of this Agreement, a professional liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in an amount not less than \$100,000. The Appraiser shall maintain professional liability coverage for a minimum of three years after completion of the services rendered herein.

**SECTION TEN
CANCELLATION OF AGREEMENT**

The COUNTY reserves the unilateral right to cancel or suspend the services to be performed by APPRAISER under the terms of this Agreement, or parts thereof. If such services are canceled or suspended by the COUNTY, APPRAISER shall be notified in writing and shall be compensated for satisfactory services rendered up to the time of notice of cancellation or suspension. the COUNTY ENGINEER shall determine the amount of compensation, if due, based on proof of work submitted by APPRAISER. If cancellation is the result of APPRAISER's failure to comply with any of the terms of this agreement, no compensation will be paid to the APPRAISER, and APPRAISER shall be found in default.

**SECTION ELEVEN
DEFAULT**

Failure to perform according to this Agreement shall be cause for APPRAISER to be found in default in which event any and all reprocurment costs may be charged against APPRAISER.

**SECTION TWELVE
CONFIDENTIALITY**

APPRAISER shall not disclose to third parties confidential factual matter provided by the COUNTY except as may be required by statute, ordinance, or order of Court, or as authorized by the COUNTY. APPRAISER shall notify the COUNTY immediately of any request for such information.

**SECTION THIRTEEN
PUBLIC RECORDS**

The COUNTY may cancel this Agreement without payment to APPRAISER for refusal by APPRAISER to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by APPRAISER in conjunction with this Agreement except as provided in Section Twelve above. The COUNTY reserves the right to photograph, reproduce, or distribute at its discretion any report, document, or data made or submitted by APPRAISER in conjunction with this Agreement.

**SECTION FOURTEEN
COMPLIANCE WITH FEDERAL LAW**

A. COMPLIANCE WITH REGULATIONS

The APPRAISER shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21), hereinafter referred to as the Regulations, which are incorporated herein by reference and made a part of this Agreement.

B. NONDISCRIMINATION

With regard to the work performed by the APPRAISER after award and prior to completion of the contract work, APPRAISER shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment.

**SECTION FIFTEEN
CERTIFICATION OF QUALIFICATIONS**

APPRAISER certifies that APPRAISER is qualified to appraiser real estate in the State of Florida, pursuant to Chapter 475, Florida Statutes and warrants to hold and save the COUNTY harmless from any and all losses that may be occasioned or suffered by the COUNTY as a result of APPRAISER's failure to be so qualified. Failure to be so qualified shall be cause for APPRAISER to be found in default of this Agreement.

**SECTION SIXTEEN
TERM OF AGREEMENT**

This Agreement shall remain in full force and effect for three years from the delivery date of the last original appraisal as provided in the Proposal or any extensions thereof. Appraisal updates shall be provided while the agreement remains in force.

**SECTION SEVENTEEN
INDEPENDENT PRICE DETERMINATION**

APPRAISER certifies that APPRAISER has not directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with APPRAISER's proposal on the above project prior to execution of this Agreement.

SECTION EIGHTEEN
LAW TO GOVERN AGREEMENT

This Agreement is executed in triplicate originals and the laws of the State of Florida shall govern its construction and interpretation.

IN WITNESS WHEREOF, The parties hereto have executed this agreement on the day, month and year set out below.

Executed by APPRAISER this 9th day of APRIL, 1992.

Executed by COUNTY this _____ day of _____, 1992.

APPRAISER

Thomas C. Tompkins
Signature

59-3069342
F.E.I.D., or S.S. Number

NASSAU COUNTY

Thomas D. Branán, Jr.
Thomas D. Branán, Jr., Chairman

Witness as to Appraiser

Diana Revels
Signature

Attest as to County

T. J. Greeson
T. J. Greeson, Ex-Officio Clerk

RECEIVED
3-11-92

TOMPKINS APPRAISAL GROUP

APPRAISERS • CONSULTANTS • REALTORS®

THOMAS C. TOMPKINS, CA-S

STATE-CERTIFIED REAL ESTATE
APPRAISER #0397959

March 10, 1992

904/752-4820
101 EAST MADISON STREET
LAKE CITY, FLORIDA 32055
—REPLY TO—
POST OFFICE BOX 2998
LAKE CITY, FLORIDA 32056-2998

Mr. William Lecher, P.E.
Nassau County Engineer
2290 South 8th Street
Fernandina Beach, FL 32034-3056

Ref: Proposal For Right-Of-Way Appraisal Work SR-107, Nassau County

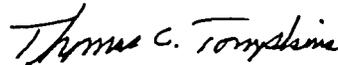
Dear Mr. Lecher:

This is my proposal to the above referenced right-of-way project. I have enclosed in a separate envelope two proposals for the same project. The difference is the time of delivery for the reports. One of the proposals is based on an accelerated delivery of 60 days, the other on a 90 day delivery.

The proposals were structured this way based on our previous conservation, and knowledge of the counties desire to proceed with this project as soon as possible. Every attempt will be made to have the project completed before my stated due date. I am pleased to say that in the all of the various projects that I have completed for various districts of the DOT, DNR and county governments I have not been late on a single assignment.

I am familiar with the complexities of the rating of proposals of this nature and the questions that arise. If there is any question or concern regarding this proposal please give me a call. Also, I will be glad to meet with you in your office to answer any questions that may arise.

Sincerely yours,



Thomas C. Tompkins, CA-S
State-Certified Real Estate
Appraiser #0397959

TCT/jt
Enclosures

RECEIVED
3-11-92

PROPOSAL

(TO BE EXECUTED IN SINGLE ORIGINAL AND TWO XEROX COPIES.)

STATE ROAD 107 / RIGHT-OF-WAY APPRAISALS

TO: BOARD OF COUNTY COMMISSIONERS

DATE: 3-10-92

MASSAU COUNTY, FLORIDA
2290 SOUTH 8TH STREET
FERNANDINA BEACH, FL 32034

FROM: Thomas C. Tompkins

(hereinafter called Bidder), organized and Existing under the laws of the state of Florida in accordance with the Notice for State Road 107/Right-of-way Appraisals; subject to the conditions and requirements of the specifications, plans, addenda and other Contract Documents, all of which so far as they relate to the Proposal are made a part thereof, the undersigned herewith proposes to construct the specified work or indicated portions thereof, for the unit and/or lump sum prices contained in the Proposal schedule, resulting in a bid as follows:

STATE ROAD 107/RIGHT-OF-WAY APPRAISALS

SEE ATTACHMENT "A"

Bidder hereby agrees to commence work under this contract within ten (10) calendar days after the date of the Notice to Proceed and to fully complete the project within 90 consecutive calendar days after the date of the Notice to Proceed.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. The undersigned Bidder understands and accepts that the Owner reserves the right to reject all bids.

In the appropriate spaces below, the undersigned Bidder has classified his firm type and listed the full names and addresses of persons and firms interested in this Proposal as Principals.

The undersigned hereby designates

(List office and address only if different from that following, as the office to which notices may be delivered or mailed. Respectfully submitted,

(SEAL)

ATTEST:

Thomas C. Tompkins
Name of Bidder - TYPED
By: *Thomas C. Tompkins*
Its:

Its:

101 East Madison Street
Bidder's Street Address
P.O. Box 2998
Bidder's Mailing Address
Lake City, Florida 32056-2998
City, State & Zip

(904) 752-4820

Telephone Number

(904) 758-0950

Facsimile Number

COMPLETE APPROPRIATE SPACE:

() Corporation - State of

Principal Office

President

Name

Full Address

(X) Individual trading in own name as entered above.

ATTACHMENT "A"

STATE ROAD 107/RIGHT-OF-WAY APPRAISALS

I. BASE CONTRACT

Price per Parcel	Quantity	Total Cost
Parcels-104,113,118,151	@ \$3,000 =	\$12,000
All Remaining Parcels-55	@ \$ 400 =	<u>\$22,000</u>

Total All Parcels \$34,000

II. UPDATE FEE

Price per Parcel

50% of Base Contract Amount Per Parcel

III. LITIGATION SERVICES

A. APPRAISER

 \$125 /Hour

B. OTHER THAN APPRAISER

 N/A /Hour

IV. REVIEW APPRAISALS

Price per Parcel

<u>Parcels-104,113,118,151</u>	@ \$1,000 Each =	\$4,000
All Remaining Parcels-55	@ \$ 200 Each =	<u>\$11,000</u>
	Total All Parcels	\$15,000

*** NOTE: Contractor may provide alternate proposal format listing price per parcel with a total contract cost. Contract award will be based on responsiveness to the proposal and total cost.

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. SR-107/Right-of-Way
for _____

2. This sworn statement is submitted by Thomas C. Tompkins [name of entity submitting sworn statement]
whose business address is 101 East Madison Street, P.O. Box 2998,
Lake City, FL 32056-2998 and _____

(if applicable) its Federal Employer Identification Number (FEIN) is 59-3069342.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

3. My name is Thomas C. Tompkins _____ and my relationship to the
[please print name of individual signing] _____
entity named above is Same

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any bid or contract for goods or
services to be provided to any public entity or an agency or political subdivision of any other state
or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,
means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of
guilt, in any federal or state court of record relating to charges brought by indictment or
information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty
or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the
entity and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members, and agents who are active
in the management of an affiliate. The ownership by one person of shares constituting a controlling
interest in another person, or a pooling of equipment or income among persons which not for fair
market value under an arm's length agreement, shall be a prima facie case that one person controls
another person. A person who knowingly enters into a joint venture with a person who has been
convicted of a public entity crime in Florida during the preceding 36 months shall be considered an
affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any
natural person or entity organized under the laws of any state or of the United States with the legal
power to enter into a binding contract and which bids or applies to bid on contracts for the provision
of goods or services let by a public entity, or which otherwise transacts or applies to transact business
with a public entity. The term "person" includes those officers, directors, executives, partners,
shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the
entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Thomas C. Tompkins
[signature]

Date: 3-10-92

STATE OF FLORIDA

COUNTY OF COLUMBIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

THOMAS C. TOMPKINS who, after first being sworn by me, affixed his signature
[name of individual signing]

in the space provided above on this 10th day of March, 1992.

Robin L. Smythley

NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 18, 1992

PROPOSAL

RECEIVED
3-11-92

(TO BE EXECUTED IN SINGLE ORIGINAL AND TWO XEROX COPIES.)

STATE ROAD 107 / RIGHT-OF-WAY APPRAISALS

TO: BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA
2290 SOUTH 8TH STREET
FERNANDINA BEACH, FL 32034

DATE: 3-10-92

FROM: Thomas C. Tompkins

(hereinafter called Bidder), Organized and Existing under the laws of the State of Florida. In accordance with the Notice for State Road 107/Right-of-way Appraisals; subject to the conditions and requirements of the specifications, plans, addenda and other Contract Documents, all of which so far as they relate to the Proposal are made a part thereof, the undersigned herewith proposes to construct the specified work or indicated portions thereof, for the unit and/or lump sum prices contained in the Proposal Schedule, resulting in a bid as follows:

STATE ROAD 107/RIGHT-OF-WAY APPRAISALS

SEE ATTACHMENT "A"

Bidder hereby agrees to commence work under this contract within ten (10) calendar days after the date of the Notice to Proceed and to fully complete the project within 60 consecutive calendar days after the date of the Notice to Proceed.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The undersigned Bidder understands and accepts that the Owner reserves the right to reject all bids.

In the appropriate spaces below, the undersigned Bidder has classified his firm type and listed the full names and addresses of persons and firms interested in this Proposal as Principals.

The undersigned hereby designates _____

(List office and address only if different from that following.)
as the office to which notices may be delivered or mailed.

Respectfully submitted,

(SEAL)

Thomas C. Tompkins

Name of Bidder - TYPED

ATTEST:

By: Thomas C. Tompkins

Its:

Its:

101 East Madison Street

Bidder's Street Address

(904) 752-4820

Telephone Number

P.O. Box 2998

Bidder's Mailing Address

(904) 758-0950

Facsimile Number

Lake City, Florida 32056-2998

City, State & Zip

COMPLETE APPROPRIATE SPACE:

() Corporation - State of _____

Principal Office _____

President _____

Name

Full Address _____

(X) Individual trading in own name as entered above.

ATTACHMENT "A"

STATE ROAD 107/RIGHT-OF-WAY APPRAISALS

I. BASE CONTRACT

Price per Parcel	Quantity	Total Cost
Parcels-104,113,118,151 @ \$3,000 Each =		\$12,000
All Remaining Parcels-55@ \$ 500 Each =		\$27,500

	Total All Parcels	\$39,500

II. UPDATE FEE

Price per Parcel

50% of Base Contract Amount Per Parcel

III. LITIGATION SERVICES

A. APPRAISER

 \$125 /Hour

B. OTHER THAN APPRAISER

 N/A /Hour

IV. REVIEW APPRAISALS

Price per Parcel

<u>Parcels-104,113,118,151 @ \$1,000 Each =</u>	\$4,000
All Remaining Parcels-55@ \$ 200 Each =	\$11,000

Total All Parcels	\$15,000

*** NOTE: Contractor may provide alternate proposal format listing price per parcel with a total contract cost. Contract award will be based on responsiveness to the proposal and total cost.

1. *Announcement of Mill Rd - DOT*
2. *Provide quarterly appraisals authority*
3. *Provide authority - DOT*
Beltway

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. SR-107/Right-of-Way
for _____.
2. This sworn statement is submitted by Thomas C. Tompkins
[name of entity submitting sworn statement]
whose business address is 101 East Madison Street, P.O. Box 2998,
Lake City, FL 32056-2998 and
(if applicable) its Federal Employer Identification Number (FEIN) is 59-3069342.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Thomas C. Tompkins and my relationship to the
[please print name of individual signing]
entity named above is Same.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Thomas C. Tompkins
[signature]

Date: 3-10-92

STATE OF FLORIDA

COUNTY OF COLUMBIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

THOMAS C. TOMPKINS who, after first being sworn by me, affixed his/her signature
[name of individual signing]

in the space provided above on this 10th day of March, 19 92.

Robin L. Smith
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 18, 1992