

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
INVITATION TO SUBMIT PROPOSAL 37733  
FISCAL YEARS 2022-2023, 2023-2024 and 2024-2025  
APPRAISERS AND REVIEWERS**

**TO WHOM IT MAY CONCERN:**

You are hereby invited to submit a proposal for possible selection as an approved appraiser to provide appraisal services for the St. Johns River Water Management District during fiscal years 2022-2023, 2023-2024 and 2024-2025 (October 1, 2022, through September 30, 2025).

The District will be selecting one short list of appraisers, consisting of 10-15 appraisers determined most qualified to provide fee appraisal services on a District-wide basis throughout the District's 18-county jurisdiction in northeastern and central eastern Florida. The District will also be selecting one short list of up to 10 review appraisers to provide appraisal review services for the District. These appraisers will be required to enter into a Triennial Real Estate Appraiser Contract or Triennial Review Appraiser Contract with the District for the 2022-2023, 2023-2024 and 2024-2025 fiscal years. Refer to the attached District Policy 810 (Appraisals and Appraisal Expert Witnesses, which establishes the procedure for the selection of District real estate appraisers and/or review appraisers, the award of specific appraisal assignments and sets forth the criterion utilized by the District in making its selection.

The District will also select a list of not more than five alternate appraisers who may, at the discretion of the District, be added to the Board-approved short list of appraisers or review appraisers for the remainder of the term.

The following provides the solicitation schedule:

- Proposal response due by 2:00 pm, on **May 6, 2022**
- The District's Appraiser Selection Committee for this solicitation will meet at District headquarters (4049 Reid Street, Palatka FL 32177) to discuss, evaluate, finalize ranking and determine shortlist of Respondents at 10:00 am, **May 13, 2022**, and if needed, at 2:00 pm on **May 13, 2022**
- A recommendation of selected appraisers will be presented to the District's Governing Board for consideration during the **July 12, 2022**, meeting.

**Minimum Qualifications:**

- Respondent's firm must include a State Certified General Appraiser
- The qualifying State Certified General Appraiser referenced above must be a member in good standing with one or more of the following organizations: the American Institute of Real Estate Appraisers, the American Association of Certified Appraisers, the American Society of Appraisers and the American Society of Farm Managers and Rural Appraisers.

## EVALUATION OF PROPOSALS

Responses shall include information or documentation regarding the evaluation criteria outlined below, which will be used by the evaluators during their review. Respondent must submit its response in “digital (electronic)” format and shall organize their Proposal according to the following Evaluation Criteria and tabbed format.

NOTE: Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Information included in the Respondent’s completed Appraiser Proposal Respondent Form and Appraiser Questionnaire will be used by the District’s Evaluation Committee for this solicitation to score the Respondent’s submittal.

	<b>CRITERIA</b>	<b>WEIGHT</b>
1	<b>Appraiser Background and Qualifications</b> <ul style="list-style-type: none"> <li>a) Respondent’s qualifications in providing appraisal services</li> <li>b) Qualifications of personnel that will be assigned to District appraisal assignments</li> <li>c) Educational and Professional designations of Respondent and Associate appraisers</li> <li>d) Appraisal courses attended or taught</li> </ul>	.25
2	<b>Appraisal Experience</b> <ul style="list-style-type: none"> <li>a) Years Appraisal vs. Brokerage</li> <li>b) Respondent’s past experience in appraisal preparation (last three years)</li> <li>c) Respondent’s past experience in appraising large acreage tracts and less than full fee (conservation easement appraisals)</li> <li>d) Recent past experience in appraisal preparation of Associate Appraisers</li> <li>e) Respondent’s experience in preparing appraisal reviews</li> </ul>	.20
3	<b>Court Experience</b> <ul style="list-style-type: none"> <li>a) Respondent’s experience as Expert Witness</li> <li>b) List of References</li> </ul>	.10
4	<b>Report Quality and Completeness of Sample Appraisal Report</b> <ul style="list-style-type: none"> <li>a) Clarity and Completeness of Report</li> <li>b) Presence or absence of areas that may be difficult for an inexperienced person to understand</li> </ul>	.35
5	<b>Cost Effectiveness</b> Hourly rates as provided in Cost Schedule	.10

### Evaluation Rating Scale - 1 through 10:

More than adequate..... 8 – 10  
 Adequate..... 5 – 7  
 Less than adequate ..... 1 – 4  
 Information not provided..... 0

The final selection of an appraiser or review appraiser by the Governing Board of the St. Johns River Water Management District will be based on the proposals that best meet the needs of the District. The District reserves the right to reject any or all proposals when it determines, in its sole judgment and discretion, that it is not in its best interest to award the contract.

**Respondent must submit the following fully completed documents using the forms provided in this solicitation and must include all completed forms under a separate tab named “FORMS”.**

- a. Appraiser, Reviewer or Both Respondent Form
- b. Appraiser Proposal Respondent Form\*
- c. Appraiser Questionnaire\*
- d. Certificate as to Corporation
- e. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- f. Drug-Free Workplace Form (not utilized unless there is a tie)

\* These forms will be used by the District's Evaluation Committee to evaluate responses in accordance with the section identified as "Evaluation of Proposals".

Additional information:

- g. Respondent must follow all procedures for electronic submission or the Respondent's Proposal may be determined as "non-responsive" and rejected.
- h. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed above must be completed (typed or handwritten) and included in the submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe).
- i. All of the forms and questionnaires in the Request for Proposals package are available upon request in Microsoft® Word to aid the Respondent in submitting its Proposal in electronic format.
- j. The file-naming conventions for the Proposal shall include:  
Proposal submittal: RFP #37733 Respondent's name (abbreviated) Due Date  
(Example: RFP 37733 ABC Company 09-30-2022)
- k. The Proposal submittal must include a separator page between each "Tabbed" section (refer to example below).  
Example: Tab 1 – Appraiser Background and Qualifications, Tab 2 – Appraisal Experience, Tab 3 – Court Experience, etc.
- l. All electronically submitted files shall be saved to a single pin/thumb/jump drive. The pin/thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions in this solicitation. **DO NOT SUBMIT YOUR RESPONSE BY EMAIL. THIS WILL RESULT IN THE SUBMITTAL BEING REJECTED AS NON-RESPONSIVE.**
- m. A sample Triennial Appraiser Agreement is attached for reference only. The Triennial Review Appraiser Agreement is substantially the same. On an as needed (project by project) basis, quotes will be solicited from each awarded appraiser on the appropriate Governing Board-approved short list of appraisers, and work will be authorized by issuance of a notice to proceed (work order) based on the Triennial Appraiser Contract with the respective appraiser(s).

**If you need assistance or have any questions about the format, please email or call Kendall Matott at [kmattott@sjrwm.com](mailto:kmattott@sjrwm.com) or 386-312-2324.**

In the event you decline to submit a Proposal, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a Proposal.

Your attention is directed to the following specific instructions and comments:

1. The Triennial Appraiser Contract and Triennial Review Appraiser Contract (with Board approved short list of appraisers) will require that the appraiser agree to place highest priority on District assignments. It will require that the appraiser respond within the time frame set forth by the District, or within 3 days when timing is of the essence, following request by the District for proposals for specific assignments, and that he or she verify each such proposal submitted. The Triennial Contracts will designate the hourly rates to be charged by the appraiser for performance of District appraisal assignments during the term of the Contracts.
2. The District seeks appraisals and review appraisals of both full fee simple title and less than fee (Conservation Easement) interests in various sizes of property ranging from small ownerships to large tracts containing thousands of acres. Review appraisals will be performed on each formal appraisal prepared for the District pursuant to District Policy 810, Appraisals and Appraisal Expert Witnesses.
3. District appraisers may be called upon to provide expert testimony on behalf of the District in eminent domain proceedings.
4. The selection of real estate appraisers or review appraisers, and the award of specific appraisal assignments will be performed in accordance with the District's Policy 810, Appraisals and Appraisal Expert Witnesses.
5. The selection by the District of an appraiser and/or appraisal firm shall not constitute a representation or guarantee by the District that any specific appraisal assignment will be given to any particular appraiser or appraisal firm.
6. The District is subject to the Florida's Public Records Act. All materials submitted to the District by the appraiser or review appraiser may, therefore, be subject to disclosure pursuant to such Act, excepting limited confidentiality of appraisals as otherwise set forth in Section 373.139, Florida Statutes.
7. The following instructions relate to the execution of the Appraiser Proposal Respondent Form and other required information:
  - (a) Proposals filed by a corporation, shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation with the designation of his/her official capacity. You should show the state in which the corporation is chartered.
  - (b) Proposals filed by an individual, shall be signed by the Respondent or by the Respondent's representative, stating the name or style, if any, under which you are doing business. If the signing is by a representative, his/her power of attorney, or other authorization shall be stated and shall be proved, if requested.
  - (c) Proposals filed by a partnership, shall be signed, in the name or style under which the organization is doing business, by a partner.
  - (d) In every case, the proposal shall show the present business address at which communication will be received.
8. The District reserves the right to reject any and all proposals and to accept, in its sole discretion, the proposals which it considers to be most favorable to the District's interests,

and the right to waive any minor irregularities or informalities in the proposal procedure, or in otherwise valid proposals.

9. Respondent's electronic Appraiser Proposal must include one electronic copy (if seeking selection for fee Appraiser) or one electronic copy of a typical review appraisal report (if seeking selection for Review Appraiser) of a typical appraisal or review report, which you have prepared within the last three years. If available, an appraisal of freshwater marsh, forested wetlands, improved agriculture (tilled/improved pasture/citrus), unimproved agriculture (native pasture/range/timber), or other water management related lands of 1,000 acres or larger in size, is preferred. The purpose of the appraisal review may be for estimating reviewing fee simple or less than fee value assignment.
10. All proposal responses must be submitted in a sealed envelope to:

Kendall Matott, Senior Procurement Specialist  
Office of Financial Services  
4049 Reid Street  
Palatka, FL 32177-2571

Respondent must clearly label the proposal envelope with large bold and/or colored lettering (place label on inner envelope if double-sealed) as follows:

SEALED PROPOSAL — DO NOT OPEN Respondent's Name: _____ Request for Proposals: 37733 Opening Time: 2:00 p.m. Opening Date: May 6, 2022
---

Please note the United States Postal Service does not deliver regular mail or express mail to the above address. The District's experience is that Federal Express and United Parcel Service will.

Any questions regarding these instructions should be addressed to Ms. Matott at [kmatott@sjrwmd.com](mailto:kmatott@sjrwmd.com), or at (386) 312-2324, or at the above referenced mailing address.

#### 11. ADDENDA - CHANGES WHILE PROPOSING

No interpretation of the meaning of the specifications or other contract documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. Only the interpretation or correction given by the District in writing shall be binding. Prospective Respondents are advised that no other source is authorized to give information concerning, explaining, or interpreting contract documents. Any information obtained from an officer, agent or employee of the District or any other person shall not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of the contract.

Every request for interpretation or correction should be addressed to Kendall Matott, St. Johns River Water Management District, 4049 Reid Street, Palatka, Florida 32177, and must be received at least nine (9) days prior to opening of proposals in order to be considered. Requests may be submitted by e-mail to [kmatott@sjrwmd.com](mailto:kmatott@sjrwmd.com) or by fax at (386) 329-4546. All such interpretations and supplemental instructions will be in the form of written Addenda to

the contract documents, which, if issued, will be sent to all Respondents who have requested an Appraiser Proposal Package (at the respective addresses furnished for delivery of the initial proposal package) not later than five (5) days prior to the date fixed for the opening of Proposals. No questions will be entertained after that day. Failure of the Respondent to receive any addenda shall not relieve Respondent from any and all obligations under the Proposal, as submitted. All addenda shall become part of the contract documents.

## 12. DISQUALIFICATION OF RESPONDENTS

Any of the following causes shall be considered as sufficient grounds for disqualification of a Respondent and rejection of the Proposal:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Proposal for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Proposal;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Respondent is failing to adequately perform on any existing contract with the District;
- g. Respondent has defaulted on a previous contract with the District;
- h. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- i. Any other cause, which, in the District's sole judgment and discretion, is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

## 13. PUBLIC ENTITY CRIMES/DISCRIMINATORY VENDORS

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

## 14. REJECTION OF PROPOSAL

Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will be returned to the Respondent unopened. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other

material irregularities. The District may consider incomplete any Proposal not prepared and submitted in accordance with the provisions specified herein and reserves the right to waive any minor deviations or irregularities in an otherwise valid Proposal.

The District reserves the right to reject any and all Proposals and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

## 15. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.

No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

## 16. EVALUATION AND AWARD PROCEDURES

- a. Proposals will be evaluated by a staff evaluation committee based upon the criteria and weighting set forth in "EVALUATION OF PROPOSALS." The committee members will meet at District headquarters or other location as appropriate to discuss the Proposals and their individual evaluations. Each committee member completes a paper or electronic evaluation form, from which the overall ranking of Proposals is compiled. Evaluation forms may be submitted at or subsequent to the evaluation committee meeting. If it is determined that it will assist the committee's evaluation for some or all Respondents to make an oral presentation, such presentations will be scheduled at District headquarters or other location as appropriate.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a

competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all Proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all Proposals.
- d. Following the evaluation process, the District will submit the shortlist to the Governing Board for approval, except for those instances in which the authority to approve and execute the Agreement has been delegated by the Governing Board to the Executive Director, or designee. All Respondents will be notified in writing of the evaluation committee's shortlist of Submittals.
- e. The committee will meet to evaluate the Proposals in the location(s), time(s) and date(s), stated at the beginning of this Request for Proposals package.
- f. The Agreement(s) will be awarded to the Respondents on the approved shortlist, which successfully concludes negotiations with the District (the "Successful Respondent"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the Proposal that the District deems in its best interest.
- g. All Respondents will be notified of the District's intent to award or decision to award the Agreement(s). For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."



# FORMS

## Checklist

**(Note: As a reminder, these should be included in Respondent's proposal in a separate tab named FORMS:**

- Appraiser, Reviewer or Both Respondent Form
- Appraiser Proposal Respondent Form\*
- Appraiser Questionnaire\*
- Certificate as to Corporation
- Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- Drug-Free Workplace Form (not utilized unless there is a tie)

\* These forms will be used by the District's Evaluation Committee to evaluate responses in accordance with the section identified as "Evaluation of Proposals".

**APPRAISER, REVIEWER OR BOTH RESPONDENT FORM**

**(this form must be submitted with Respondent's proposal under FORMS tab)**

**RESPONDENT NAME: \_\_\_\_\_**

**Respondent is providing a response for:**

\_\_\_\_\_ **Appraiser Only**

\_\_\_\_\_ **Reviewer Only**

\_\_\_\_\_ **Both (Appraiser & Reviewer)**

**APPRAISER PROPOSAL RESPONDENT FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
FISCAL YEARS 2022-2023, 2023-2024 and 2024-2025  
(this form must be submitted with Respondent's proposal under FORMS tab)**

The undersigned hereby submits this Appraiser Proposal Respondent Form in response to the District's Invitation to Submit Appraiser Proposals dated May 6, 2022. The undersigned certifies that he/she has read and is familiar with the Invitation and District Policy 810, Appraisals and Appraisal Expert Witnesses.

**Respondent has attached is one copy of a typical appraisal report (or appraisal review if seeking Review Appraiser Contract), prepared by the undersigned, within the last three (3) years.**

Attached is a completed questionnaire regarding the qualifications of the undersigned. The undersigned certifies that the information contained herein and in the questionnaire is true and correct to the best of his/her knowledge. The District and its agents are authorized to verify any information contained herein by contacting organizations and references listed in the questionnaire.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
(Signature - Principal Appraiser-Respondent)

Name: \_\_\_\_\_  
(Print)

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

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
(P.O. Box)

\_\_\_\_\_  
(Street Name and Number)

\_\_\_\_\_  
(City, State, & Zip Code)

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

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

STATE CERTIFIED REAL ESTATE  
APPRAISER CERTIFICATION NO. \_\_\_\_\_

**PRINCIPAL APPRAISER (RESPONDENT):** \_\_\_\_\_

I. Please list each associate appraiser whom you propose will assist in the performance of appraisal services for the District. Include the Individual Appraiser Questionnaire for each of the following Associates:

NOTE: The District reserves the right to limit its appraisal assignments to work performed by the listed appraisers.

SENIOR APPRAISER(S)	JUNIOR APPRAISER(S)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____

II. Please indicate the hourly rates to be charged by the appraiser in performance of appraisal work for the District.

NOTE: These rates will be incorporated into Triennial Appraiser Contracts with selected appraisers and shall remain firm throughout the entire term of the Contract.

- 1. Principal Appraiser      \$\_\_\_\_\_ per hour
- 2. Senior Appraiser      \$\_\_\_\_\_ per hour
- 3. Junior Appraiser      \$\_\_\_\_\_ per hour
- 4. Clerical      \$\_\_\_\_\_ per hour
- 5. Expert Witness      \$\_\_\_\_\_ per hour

III. Please provide information on the adequacy of your staffing and personnel to perform the responsibilities as an appraiser for the District; (i.e., size of staff, electronics availability, and type).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Have you previously done work for, or are you currently aware that you represent any clients, which may cause a potential conflict of interest if you are selected as an appraiser for the District?

Yes\_\_\_\_\_ No\_\_\_\_\_

If yes, list clients and nature of conflict: \_\_\_\_\_

---

V. Please provide any other information about you or your appraisal firm which may assist the District in evaluating your qualifications.

---

---

---

**APPRAISER QUESTIONNAIRE**

**(this form must be submitted with Respondent's proposal under FORMS tab)**

PLEASE USE ADDITIONAL SHEETS, IF NECESSARY.

**Respondent must complete, as well as for each appraiser who may assist you in completing appraisal services for the District.**

NOTE: Respondent must either complete the following Appraiser Questionnaire or submit required information in alternate format. If alternate format is used, all information from Questionnaire must be provided.

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

Appraiser Firm: \_\_\_\_\_

I. Educational Background:

A. Last Grade completed: \_\_\_\_\_

School attended: \_\_\_\_\_

Degree obtained: \_\_\_\_\_

B. Professional Designations:

(1) \_\_\_\_\_ Year \_\_\_\_\_

(2) \_\_\_\_\_ Year \_\_\_\_\_

(3) \_\_\_\_\_ Year \_\_\_\_\_

(4) \_\_\_\_\_ Year \_\_\_\_\_

C. Recent appraisal courses/seminars attended:

(1) \_\_\_\_\_ Year \_\_\_\_\_

(2) \_\_\_\_\_ Year \_\_\_\_\_

(3) \_\_\_\_\_ Year \_\_\_\_\_

(4) \_\_\_\_\_ Year \_\_\_\_\_

(5) 30 hr Conservation Easement Valuation Class Year \_\_\_\_\_

(6) Federal Yellow Book Standards instruction Year \_\_\_\_\_

D. Recent appraisal courses/seminars taught:

- (1) \_\_\_\_\_ Year \_\_\_\_\_
- (2) \_\_\_\_\_ Year \_\_\_\_\_
- (3) \_\_\_\_\_ Year \_\_\_\_\_
- (4) \_\_\_\_\_ Year \_\_\_\_\_
- (5) \_\_\_\_\_ Year \_\_\_\_\_
- (6) \_\_\_\_\_ Year \_\_\_\_\_

E. Additional information regarding educational background:

---

---

---

---

---

II. Appraisal Experience:

A. Approximate % of current practice includes:

\_\_\_\_\_ % Brokerage; Number of years \_\_\_\_\_.

\_\_\_\_\_ % Appraising; Number of years \_\_\_\_\_.

B. Please list below or attach a list of appraisals in fee simple and less than fee simple (conservation easement) interests, and review appraisals which you have prepared during the past three (3) years on the following type properties: Large Freshwater Marsh, Forested Wetlands, Improved Agriculture (Tilled/Improved Pasture/Citrus), Unimproved Agriculture (Native Pasture/Range/Timber), or Other Water Management Related Lands of 1,000 acres or larger in size.

---

---

---

---

C. Additional information regarding your appraisal experience, including experience beyond the past three years, experience in preparation of review appraisals, and appraisal experience in categories other than those in Item II.B. above.

---

---

---

---

III. Court Experience:

A. Please provide a list of references (Attorneys names and address) for whom you have testified either at deposition or at trial as an Expert Witness:

(1) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(2) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(3) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(4) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(5) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(6) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(7) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(8) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_



(9) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(10) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(11) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

(12) \_\_\_\_\_

Year testified: \_\_\_\_\_ Project Name: \_\_\_\_\_

B. Additional information regarding your court experience:

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

IV. Other background information:

A. I (have) (have not) attached a personal resume (circle one).

B. General: \_\_\_\_\_

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

**CERTIFICATE AS TO CORPORATION**

**(this form must be submitted with Respondent's proposal under FORMS tab)**

The below Corporation is organized under the laws of the State of \_\_\_\_\_; is authorized by law to respond to this Request for Proposals and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: \_\_\_\_\_

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

Registration No.: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

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

\_\_\_\_\_  
(Official title)

(Affix corporate seal)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing proposal as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

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

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

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

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

**AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF  
MATERIAL CONFORMANCE WITH SPECIFICATIONS**

**(Include this form in the response under FORMS tab)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, \_\_\_\_\_ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

\_\_\_\_\_ the Respondent that has submitted the attached proposal.

2. The attached proposal is genuine. It is not a collusive or sham proposal.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached proposal.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached proposal of any other Respondent, or to fix any overhead, profit, or cost element of the proposal prices or the proposal price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, state of \_\_\_\_\_ at Large

My commission expires: \_\_\_\_\_ (SEAL)

**DRUG-FREE WORKPLACE FORM**

(Include this form under FORMS tab. This form required only in the event of a tie response.)

The Respondent, (business name) \_\_\_\_\_, in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
  - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
  - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

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

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

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

## TRIENNIAL REAL ESTATE APPRAISER AGREEMENT

(FY 2022-2023, 2023-2024 and 2024-2025)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, whose mailing address is 4049 Reid Street, Palatka, Florida 32177 (hereinafter referred to as the "District") and \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (hereinafter referred to as the "real estate appraiser").

### WITNESSETH

WHEREAS, the District has adopted Policy 810, Appraisals and Appraisal Expert Witnesses, which establishes guidelines for the selection and utilization by the District of real estate appraisers within the District's jurisdictional boundaries, said policy being hereby incorporated by reference and made a part hereof as if fully set forth in this Agreement (hereinafter referred to as the "Policy"); and

WHEREAS, pursuant to the Policy, the District has solicited proposals from qualified real estate appraisers to perform formal appraisal services for the District; and

WHEREAS, the real estate appraiser desires to perform formal appraisal services for the District.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the District and the real estate appraiser hereby agree as follows:

### Section 1. General provisions; Term.

1.01. The District hereby engages the real estate appraiser to perform formal appraisal services for the District and to perform such other services as may be required in accordance with the terms of this Agreement. This engagement is made on a non-exclusive basis and does not constitute a representation or guarantee by the District that any specific appraisal assignment will be given to the real estate appraiser and is subject to the annual availability of funds.

1.02. The real estate appraiser hereby accepts this engagement and agrees to promptly perform such appraisal services and other services as may be required under the terms of this Agreement. The real estate appraiser acknowledges that it is one of up to 15 real estate appraisers and/or appraisal firms approved by the District for performance of District formal appraisal assignments.

1.03. In consideration of the agreement of the real estate appraiser to abide by the terms and conditions of this Agreement, the District agrees that during the term of this Agreement all appraisals by the District will be performed by the approved District real estate appraisers, except for formal appraisal services contracted for prior to October 1, 2022, and except for when none of the approved District real estate appraisers are available to perform the work within the time frame established by the District, or as otherwise provided in the Policy.

1.04. The term of this Agreement shall commence on October 1, 2022, and terminate on September 30, 2025, provided, however, that the real estate appraiser shall complete, in accordance with the terms of this Agreement, all appraisal activities for which it has received a Notice to Proceed from the District

prior to the termination of this Agreement and provided that the provisions of this Agreement shall survive such termination with respect to appraisal projects commenced by the real estate appraiser during the term of this Agreement.

## Section 2. Designation of Specific Appraisal Assignments; Notice to Proceed.

2.01. Each time the District requires formal appraisal services it shall notify the real estate appraiser, along with the other approved real estate appraisers. The notice will describe the formal appraisal services required by the District ("the Project"), identify the location of the property to be appraised, and set forth such other information and instructions as may be determined by the District in its discretion.

2.02. The real estate appraiser shall, within the timeframe set forth in such notification, submit to the District a quote to perform the formal appraisal assignment. Each quote shall include (a) an upset fee for completion of the Project, (b) an estimate of the number of hours required for the real estate appraiser to complete the project; (c) the estimated number of days required to complete the project from the date the District issues a Notice to Proceed (also referred to as a work order); (d) personnel to be assigned to the project; and (e) such other information as may be required by the District in its request to the real estate appraiser for such quote. In the event the real estate appraiser is unavailable to submit a quote to perform the formal appraisal assignment, the real estate appraiser, at the request of the District, shall provide the District with a written statement setting forth the reasons why a quote has not been submitted.

2.03. The District shall review the real estate appraisers' qualifications and quotes, and shall select, subject to the approval of Director, Office of Real Estate Services, or as otherwise outlined in the Policy, the most highly qualified real estate appraiser or real estate appraisers to perform the particular formal appraisal project. The submittal of a proposal by the real estate appraiser for a particular project shall not in any way guarantee that such assignment will be awarded to the real estate appraiser.

2.04. Each formal appraisal assignment will be awarded and authorized by issuance of a Notice to Proceed, which shall incorporate the proposal submitted by the real estate appraiser and shall set forth the scope of services to be performed, the date by which the formal appraisal project will be completed, and such other information / requirements as may be determined by the District. The real estate appraiser will execute, date, and return a duplicate Notice, which date shall establish the authorized date to commence with the particular assignment.

## Section 3. Scope of Services; Appraisal Report; Personnel.

3.01. The real estate appraiser is to inspect and appraise the parcel(s) of property designated in the Notice to Proceed, submit a written Formal Appraisal Report in connection therewith and perform all necessary services required under this Agreement to complete the appraisal project.

3.02. All formal appraisal services and reports shall be conducted and provided in compliance with the District's minimum appraisal requirements as set forth in the "Appraisal Report Requirements and Appraisal Methodology", a copy of which is attached hereto as Exhibit "A" and made a part hereof.

3.03. All appraisals shall follow the most current edition of the Uniform Standards of Professional Appraisal Services (USPAP) developed by The Appraisal Foundation.

3.04. The Date of Valuation of the Appraisal Report shall be the date of the real estate appraiser's last inspection of the subject property.

3.05. In any project involving Federal funding, the appraiser shall be provided copies of alternate appraisal report requirements, if applicable.

3.06. The Formal Appraisal Report will be compiled independently of any value opinions of other real estate appraisers. This will not preclude assistance of associate real estate appraisers employed by the principal real estate appraiser whose qualifications have been approved by the District, or clerical or secretarial help or legal opinions rendered by District legal staff or court directives.

3.07. The real estate appraiser agrees not to divulge any information obtained in connection with the performance of appraisal services under this Agreement to anyone other than the District, unless authorized in writing by the District. All Formal Appraisal Reports furnished by the real estate appraiser, pursuant to this Agreement, shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes; however, the real estate appraiser shall maintain the confidentiality of formal appraisal reports and related information unless such confidentiality is waived by the District in writing. The real estate appraiser further agrees not to engage in any business transactions involving the property which is the subject of the Formal Appraisal Report for a period of one year following the conclusion of work performed pursuant to the Notice to Proceed for such property.

3.08. In addition to the real estate appraiser services set forth in the Notice to Proceed, the District, at its discretion, may require the real estate appraiser to: (a) attend conferences before trial and appear in court as an expert witness in support of any appraisal work performed pursuant to this Agreement; (b) pursuant to this Agreement, revise or update appraisals for a period not to exceed five years from the date of completion of the formal appraisal assignment; and (c) attend meetings of the District's Governing Board to present and/or discuss the formal appraisal; provided, however, that the compensation paid by the District to the real estate appraiser for such services shall be at the hourly rates set forth in Section 5 herein, and shall not be included within the maximum upset fee set forth in the Notice to Proceed.

3.09. The District will make available to the real estate appraiser any pertinent information reasonably available to the District, such as title information, property maps and engineering studies, and provide access to the property.

3.10. The real estate appraiser agrees that \_\_\_\_\_ shall be responsible for actively supervising all formal appraisal and other services provided to the District under the terms of this Agreement and shall be the primary contact at the address specified on Page 1 hereof or by telephone at \_\_\_\_\_, fax \_\_\_\_\_ or email \_\_\_\_\_. The District, in its sole discretion, may approve or disapprove any request by the real estate appraiser that a different employee be responsible for supervising such formal appraisal and other services. In the event \_\_\_\_\_ is not available to supervise the formal appraisal work and the District does not approve a substitute, then this Agreement may be terminated by the District.

3.11. The primary contact for the District shall be Diana Bankhardt, Real Estate Services Coordinator, Office of Real Estate Services, at the address specified on Page 1 hereof, or by telephone (386) 329-4557, fax (386) 329-4848 or email [dbankhar@sjrwmd.com](mailto:dbankhar@sjrwmd.com).

Section 4. Time for Completion; Penalties.

4.01. The real estate appraiser agrees to complete the formal appraisal services required by the Notice to Proceed and to deliver to the District two original and one CD copy of the Formal Appraisal Report and deliver one original of the Appraisal Report to the review appraiser assigned to the particular appraisal assignment within the time frame set forth in the Notice to Proceed, unless instructed otherwise in the Notice to Proceed.

4.02. If the Formal Appraisal Report is not completed in compliance with the requirements set forth in Section 3 hereof, the real estate appraiser will be notified in writing by the District or its designated review appraiser, within thirty (30) days of receipt of the Appraisal Report, of the specific deficiencies in the Appraisal Report, and the real estate appraiser will be required to submit the necessary corrections and/or requested materials within fifteen (15) days of such notification. All work required to correct such deficiencies shall be made at no additional cost to the District.

4.03. If the real estate appraiser fails to submit to the District the Appraisal Report by the deadline set forth in the Notice to Proceed or fails to correct deficiencies in the Appraisal Report within fifteen (15) days of being notified of such deficiencies, then the compensation due to the real estate appraiser under the provisions of Section 5 hereof may be reduced by one percent (1%) for each business day that the Appraisal Report is late and one percent (1%) for each business day that the real estate appraiser is late in submitting satisfactory corrections to deficiencies found in the original Appraisal Report; provided, however, that the maximum reduction hereunder shall be one percent (1%) per business day. The imposition of this one Percent (1%) late penalty shall continue until such time as the real estate appraiser submits a Formal Appraisal Report in compliance with the requirements set forth in Section 3 hereof.

4.04. The Executive Director, or designee, may, in his (or her) sole discretion, extend in writing the time deadline for the submission of Appraisal Reports and/or for the satisfactory correction of deficiencies in such Appraisal Reports in which case the late penalties referenced above shall be waived for the period of such extension.

Section 5. Compensation.

5.01. The real estate appraiser shall be compensated by the District according to the following hourly rates, which shall remain firm through the entire term of this Agreement:

- 1. Principal real estate appraiser      \$\_\_\_\_\_ per hour
- 2. Senior real estate appraiser      \$\_\_\_\_\_ per hour
- 3. Junior real estate appraiser      \$\_\_\_\_\_ per hour
- 4. Clerical      \$\_\_\_\_\_ per hour

Each of the aforesaid hourly wages shall be multiplied by the respective number of hours required for the assignment as set forth in the appraisal quote, for a total maximum upset fee as set forth in the Notice to Proceed for the particular Project. For conferences or appearances in court as provided in Paragraph 3.07, herein, the principal real estate appraiser shall be paid the sum of \$\_\_\_\_\_ maximum per hour, plus travel expenses specifically authorized by the District.

5.02. The real estate appraiser shall be entitled to additional compensation, on an hourly basis, in excess of the maximum upset fee under the following circumstances:



- (a) The real estate appraiser is asked by the District to perform work beyond the original scope of services set forth in the Notice to Proceed; or
- (b) Unforeseen circumstances develop which were not contemplated by the District and the real estate appraiser at the time of issuance of the Notice to Proceed and the District, in its sole discretion, determines that such circumstances justify a payment to the real estate appraiser in excess of the maximum upset fee. In order to be entitled to additional compensation under the provisions of this subsection, the real estate appraiser must receive the prior written approval of the District.

5.03. The reimbursement to the real estate appraiser for non-overhead expenses related to the assignment shall be made only if supported by paid receipts. Reimbursable expenses shall include items such as copying of deeds, photographic materials, maps and other related items required in connection with the appraisal project.

5.04. On or after the date the real estate appraiser submits the Appraisal Report, the real estate appraiser shall submit to the Real Property Specialist an invoice for formal appraisal services and other work performed pursuant to the terms of this Agreement and the Notice to Proceed for the particular project (the "Invoice"). The Invoice will be at the approved amounts authorized herein, and in the Notice to Proceed, and shall set forth the hours, by day, being charged for each employee, their title, and a breakdown of all reimbursable costs and expenses incurred by the real estate appraiser in accordance with the provisions of this Agreement. The time schedule of all work performed shall be maintained in the real estate appraiser's record file for the particular project for a period of five (5) years and shall be available, upon request, for inspection by the District.

5.05. The District shall make payment to the real estate appraiser of eighty percent (80%) of the amount of the Invoice within thirty (30) days of receipt of the Invoice, verification of its accuracy and the good faith determination by the District that the Formal Appraisal Report is in substantial compliance with the terms of this Agreement. The District shall notify the real estate appraiser in the event the District determines that the Invoice is inaccurate or that the Formal Appraisal Report is not in substantial compliance with the terms of this Agreement, such notice to be given within thirty (30) days of receipt by the District of the Invoice.

5.06. The District shall make payment to the real estate appraiser of the balance of all sums properly due under the Invoice within thirty (30) days after final review of the Formal Appraisal Report by the District's contracted Review appraiser and determination by the District that the Formal Appraisal Report has been submitted in full compliance with the terms of this Agreement.

5.07. All sums due to the real estate appraiser for a particular formal appraisal project shall be reduced by such late charges as may be imposed under the provisions of Section 4 hereof.

5.08. Any sums due to the real estate appraiser under the terms of this Agreement for additional work related to the project (including costs) shall be invoiced after completion of the additional work and paid by the District within thirty (30) days of the receipt thereof by the District (i.e., testimony at trial as an expert witness) and verification of the accuracy of such invoice.

5.09. Nothing herein shall preclude the District from paying 100% of any invoice at any time provided, in the discretion of the District, the appraisal report is in full compliance with the terms of this Agreement.

Section 6. Miscellaneous.

6.01. Real estate appraiser agrees that the District or its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds hereunder, have access to examine any of real estate appraiser's books, documents, papers, and other records involving transactions related to this Agreement. Real estate appraiser shall preserve all such records for a period of not less than five (5) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. Real estate appraiser shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Real estate appraiser will provide proper facilities for access to and inspection of all required records.

6.02. The real estate appraiser agrees to place the highest priority on the completion of formal appraisal assignments made pursuant to the terms of this Agreement.

6.03. The real estate appraiser warrants that he has not employed or retained any company, firm or person, other than a bona fide employee working solely for him, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for him, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement.

6.04. The real estate appraiser warrants that he/she has full power and authority to enter into and perform the terms of this Agreement.

6.05. To the best of its knowledge and belief, the real estate appraiser warrants that no member of the District's Governing Board, no agent or employee of the District, and no person related by blood or marriage to any of the aforesaid has or will benefit in any way, either directly or indirectly, from, or receive any portion of the payments made to the real estate appraiser under the terms of this Agreement.

6.06. The real estate appraiser agrees to defend and hold harmless the District against all claims from any source whatsoever without limitation, arising out of performance by real estate appraiser of the terms of this Agreement. Further, the real estate appraiser agrees to indemnify the District from and against all liability, loss, claims, or damage of any kind whatsoever that the District may suffer in consequence of the appraising activities of real estate appraiser whether it is caused by the negligence or intentional activities of real estate appraiser, its agents, employees, or otherwise, including but not limited to reasonable attorneys' fees, investigation fees, court costs, and all other costs and expenses, whether direct or indirect, incurred in the compromise, attempted compromise, trial, appeal, or arbitration of claims.

6.07. The District reserves the right to terminate this Agreement in the event the real estate appraiser fails to submit a quote (as required by Section 2.02 hereof), is no longer able to perform formal appraisal services, expresses a lack of interest, or fails to comply with the terms of this Contract or applicable laws, rules and regulations and, in the sole opinion of the District, the reason for such failure is unsatisfactory.

6.08. The real estate appraiser hereby agrees that at the time of execution of this agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matters which adversely affect any interest or position of the District. The real estate appraiser shall not

accept during the terms of this contract any retainer or employment from a third party whose interest appears to be conflicting or inconsistent with those of District.

6.09. Notwithstanding the foregoing paragraph, the real estate appraiser may accept retainers from or be employed by third parties whose interest appear conflicting or inconsistent with those of the District if, after full written disclosure of the facts to District, District determine that the apparent conflict shall not interfere with the performance of the work by the real estate appraiser.

6.10. The real estate appraiser hereby discloses that it has a conflict of interest and will be unable to perform formal appraisal services with respect to lands owned by the following persons/entities:

---

---

Real estate appraiser agrees that it has a continuing obligation to promptly disclose actual or potential conflicts of interest to the District.

6.11. The provisions of Title VI of the Civil Rights Acts of 1964 and Chapter 760, Florida Statutes are hereby incorporated by reference and made a part of this Agreement. The real estate appraiser agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, or national origin.

6.12. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

6.13. In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Jacksonville Division.

6.14. In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.

6.15. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

6.16. In the event of any civil proceedings arising from or related to this Agreement, real estate appraiser hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

6.17. This Agreement, upon execution by real estate appraiser and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Real estate appraiser agrees that no representations have been made by the District to induce real estate appraiser to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals the day first above written.

(APPRAISAL FIRM NAME)

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Michael A. Register.  
EXECUTIVE DIRECTOR, OR DESIGNEE

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## POLICY

### APPRAISALS AND APPRAISAL EXPERT WITNESSES

#### Number: 810 (f/k/a 82-02)

(1) **POLICY.** The purpose of this policy is to establish guidelines, based on qualifications and experience, for utilizing on a triennial contractual basis the services of licensed real estate appraisers and review appraisers, and to establish a procedure for obtaining services of appraisal expert witnesses for court and administrative actions. The objectives of this policy are to: (1) expedite real property acquisition in a consistent and cost-efficient manner, (2) assure prompt appraisal services, and (3) assure quality appraisal services.

#### (2) **DEFINITIONS.**

**Bureau Chief** – the Bureau Chief of the Bureau of Real Estate Services.

**Director** – the Director of the Division of Water and Land Resources.

**Formal appraisal** – a real estate appraisal prepared in accordance with the most current edition of the Uniform Standards of Professional Appraisal Practice developed by the Appraisal Foundation (“USPAP”).

**Informal appraisal** – an appraisal prepared by District staff that does not conform to USPAP standards, which is based upon readily available sources of information, including, but not limited to: tax assessed value, available comparable sales data and/or formal appraisals by the District or other governmental or private entities as to comparable lands in the vicinity.

**Real estate appraiser** – an appraiser who prepares formal appraisals.

**Review appraisal** – a review of a formal appraisal prepared in accordance with the most current USPAP edition.

**Review appraiser** – an appraiser who reviews formal appraisals.

(3) **WHEN APPRAISALS ARE REQUIRED.** For land acquisitions, except donations, and disposal of District lands, appraisals shall be required as follows:

(a) One informal appraisal for each parcel where the District’s estimated value is less than \$100,000 except that if the parcel will be disposed of by sale, one formal appraisal shall be required.

(b) One formal appraisal for each parcel where the District’s estimated value is equal to or more than \$100,000 and less than \$1,000,000.

(c) Two formal appraisals for each parcel where the District's estimated value is equal to or more than \$1,000,000 or where the District determines there is a high degree of difficulty.

(d) A third formal appraisal may be obtained upon approval of the Director when two appraisal values differ significantly or when it is determined by the Director to be in the best interest of the District to obtain three appraisals.

(e) In any project involving state or federal funding, the District shall obtain at least the minimum number of appraisals required for such funding.

(f) Appraisals shall not be required when accepting a donation of land, unless the Director determines that it is in the best interest of the District to obtain an appraisal.

(g) One review appraisal shall be obtained for each formal appraisal prepared for the District. All review appraisals shall be prepared by a contract review appraiser.

#### **(4) AUTHORIZATION TO OBTAIN APPRAISALS.**

(a) Appraisal assignments under a triennial appraisal contract shall be authorized in accordance with District Policy 88-05, Procurement. Each Notice to Proceed for an appraisal assignment shall be treated as a separate procurement action for the purpose of determining the level of delegated authority to initiate, approve, negotiate, and execute the Notice to Proceed.

(b) The Governing Board may approve the appraiser(s) secured by another agency or organization in any project approved by the Governing Board for joint acquisition with such agency or organization, upon recommendation by the Director, or Bureau Chief, that use of the same appraiser is in the best interest of the District.

#### **(5) SELECTION OF APPRAISERS.**

(a) The Bureau of Real Estate Services shall develop and maintain a list of licensed appraisers who are experienced in completing formal appraisal and review appraisal assignments. As a minimum qualification, a listed appraiser must be a State Certified General Appraiser and must be a member in good standing with one or more of the following organizations: the American Institute of Real Estate Appraisers, the American Association of Certified Appraisers, the American Society of Appraisers, the American Society of Farm Managers and Rural Appraisers.

(b) On a triennial basis, the District may seek proposals of qualifications from appraisers interested in performing formal appraisals and review appraisals for the District. If so, the District shall publicly announce each occasion when it is seeking such proposals, and all persons and firms on the above list and all persons so requesting shall receive an Invitation to Submit a Proposal for the District appraiser contracts. Such proposals shall include the appraiser's current statement of qualifications, education, experience, areas of experience, clients, set forth the appraisers' hourly rates, and identify whether the appraiser is submitting a proposal for formal appraisal or review

appraisal work, or both. Appraisers may be eligible for placement on both the real estate appraiser and review appraiser lists during the same triennial contract period.

(c) All proposals shall be reviewed and evaluated by an Appraiser Selection Committee (hereafter the "Committee"), consisting of (a) Bureau Chief, (b) a representative of the Office of Financial Services, and (c) an attorney in the Office of General Counsel. The Committee shall select, subject to the approval of the Governing Board, a short list consisting of not less than ten (10) and not more than fifteen (15) real estate appraisers for performance of District appraiser assignments on a District-wide basis. The Committee shall select, subject to Governing Board approval, a short list consisting of not more than ten (10) review appraisers for performance of District review appraisal assignments. The Committee shall also select, subject to Governing Board approval, not more than five (5) alternate appraisers, who may be added to the Governing Board-approved short lists of appraisers and review appraisers, as provided in Paragraph (6)(b) herein. However, in no event shall the Governing Board approved short list exceed fifteen (15) real estate appraisers and ten (10) review appraisers at any one time. The short list shall contain the most qualified appraisers and/or appraisal firms from among those submitting proposals. The firms shall not be ranked. In making its selections, the Committee shall consider the appraisers' education, experience (including experience as an expert witness), capabilities, adequacy of personnel, past record, and whether any potential conflict of interest may exist.

(d) As an alternative to the triennial selection process described in the above two paragraphs, the Committee may select a short list of appraisers from the current list of Florida Department of Environmental Protection's (FDEP) approved appraisers. Provided, however, that the Florida Department of Environmental Protection selection process for that list uses substantially the same criteria that the District would use. The District may develop its short list of appraisers based on a review and evaluation of the submittals to the FDEP solicitation from appraisers that regularly perform services in the District's geographic area. Upon approval by the Governing Board, the District will enter into contracts with appraisers and review appraisers that incorporate the FDEP terms and conditions.

#### **(6) FINAL SELECTION AND CONTRACTING**

(a) Upon recommendation of the Director, or Bureau Chief, the short lists and alternates shall be approved by the Governing Board. In the event the Governing Board fails to approve a recommended appraiser, he or she shall be deleted from the short lists or alternate list, and the Committee shall have the option to forward an additional recommendation from among those who have submitted proposals.

(b) In the event a selected appraiser cannot provide services, or their work has been determined by the Director, or Bureau Chief, to be unsatisfactory, or the appraiser persistently fails to submit quotes for individual assignments, the District may terminate the contract with such appraiser, and an alternate appraiser from the Governing Board-approved list of alternates may be added to the appropriate short list of appraisers by the Director.

(c) Upon approval of the Governing Board, the District shall enter into triennial appraiser contracts with the approved short list of real estate appraisers and review appraisers. The contracts shall set forth the hourly rates for appraisal services and designate the principal appraiser who shall be responsible for certification and performance of work under the contract. The contracts shall also require that the appraiser agree to place highest priority on District assignments. All such contracts shall be subject to review by the Office of General Counsel and approval of the Governing Board.

(d) The District reserves the right to approve or reject any appraiser other than the principal appraiser who may be assigned to work on District appraisal projects.

(e) Each appraisal assignment shall be authorized by a Notice to Proceed, and shall be reviewed and approved by the Director, or Bureau Chief, setting forth the scope of services required. The notice shall incorporate quote information submitted by the selected appraiser. The appraiser shall date, sign, and return to the District a duplicate notice in confirmation of the terms and conditions outlined therein, which date shall establish the authorized commencement date for performance of the appraisal services. The appraiser shall be compensated on an hourly basis with a maximum upset fee. In the event unforeseen circumstances develop or the appraiser is asked to perform work beyond the original scope of services, such additional work may be authorized by the Director, or Bureau Chief, subject to appropriate approval by the Governing Board as set forth in Paragraph 4 herein.

(f) Each formal appraisal and review appraisal shall be prepared in accordance with USPAP Standards, which shall be incorporated into the contract by reference.

(g) The procedures set forth herein shall also be applicable to range of value appraisals. Wherever feasible and in the best interest of the District, the Committee shall select the District real estate appraiser who completed the range of values appraisal and the appraiser who completed the review, if applicable, as the appraiser to prepare the formal appraisal and complete the review appraisal.

## **(7) APPRAISER ASSIGNMENT**

(a) On an as-needed (project-by-project) basis, the District shall notify the applicable Governing Board-approved short list of qualified appraisers. Appraisers and firms on the above list shall receive an Invitation to Submit a Quote and be requested to submit such quote to the District for the particular appraisal assignment.

(b) All quotes shall be reviewed and evaluated by the Committee. Each quote shall include the appraiser's current statement of qualifications, an upset fee for the assignment, estimated number of hours to complete the assignment, hourly rate for appraisal services, estimated date of completion, and personnel to be assigned to the project. The Committee shall select, subject to approval of the Director, or Bureau Chief, the appraiser deemed to be most qualified to perform the particular assignment.



(c) In making its selection, the Committee shall consider the appraiser's education, types of appraisal experience, areas of experience, experience as an expert witness, former clients, personnel to be assigned to the project, performance levels on prior District assignments, potential conflicts of interest, and willingness to meet time and budget requirements. The Committee shall consider the appraiser's recent experience in the area of the appraisal assignment. The Committee shall attempt to distribute appraisal projects among the respective short lists of approved appraisers and may consider this factor in making its selection. The fee quoted by the appraiser may be negotiated by the Committee.

**(8) APPRAISER SELECTION – WHEN TIMING IS OF THE ESSENCE**

(a) When, subject to approval of the Director, timing is of the essence in the securing of appraisal services, the Director, or Bureau Chief, shall contact the applicable approved short list of appraisers, or one or two appraisers uniquely qualified to undertake the work, and provide a description of the services to be performed. The appraisers shall be requested to submit a proposal within three business (3) days if they wish to be considered for the particular assignment. If additional appraisal work outside of the original scope of the appraisal assignment is needed, the Bureau Chief, with the approval of the Director, may contact the original appraisers of that assignment and negotiate appropriate fees for this additional work without seeking quotes from the larger list of appraisers.

(b) The quote may be written or verbal and shall contain the anticipated number of hours based upon hourly rates specified in the appraiser's triennial contract, the maximum upset fee for the assignment, and the time frame required to complete the assignment. If the quote is not in written form, such quote shall be documented in writing on a form approved by the District and signed by the appraiser.

(c) The Bureau Chief, shall review the appraiser quotes and, forward a recommendation of selected appraiser(s) to the Director for approval and issuance of a Notice to Proceed, or forward the recommendation to the Governing Board, as appropriate pursuant to Paragraph 4.

**(9) EXPERT WITNESSES.** When it is necessary to retain appraisal experts for the purpose of testifying in any court or administrative action wherein the District is or may be a party and is represented in the proceeding by Real Estate Counsel or other retained counsel, or the District's Office of General Counsel then such counsel may retain the expert without following the above procedures.

**(10) TIMBER APPRAISALS, CRUISES, AND MARKING.** The procedures set forth hereinabove shall also be employed by the District in the selection and use of professional forestry appraisers for obtaining timber volume and value information on an as needed basis pursuant to guidelines established in District Policy Number 96-02, Timber Cruise, Timber Appraisals, and Timber Sales.

*History – Effective 4/14/82. Revised 02/14/01 GB, 05/09/06 GB, 05/11/10 GB, 02/27/12, 12/11/2013, 04/12/16, Renumbered from Policy 82-02 12/29 /17.*