

CHG
BCE

**AGREEMENT BETWEEN CHARLOTTE COUNTY, FL
and
THE SPIVEY GROUP, INC.
for
APPRAISAL SERVICES FOR**

HARBORVIEW ROAD WIDENING PROJECT - SEGMENTS I & 2

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into this 28th day of January, 2025 by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and THE SPIVEY GROUP, INC., 399 Tequesta Drive, Suite 101, Tequesta, Florida 33469 (hereinafter "Spivey").

RECITALS

WHEREAS, the Board of County Commissioners has adopted Resolution 2024-113 which authorizes County staff to acquire fee simple and/or easement interests necessary to construct the improvements to Harborview Road from Melbourne Street to I-75 (hereinafter the "Project"); and

WHEREAS, the County has determined that it is necessary to retain Appraisal Services, Appraisal Reports and Testimony to complete the land acquisition needed for the Project; and

WHEREAS, the County has divided the Project into two segments for acquisition. Segment 1 is from Melbourne Street to Coconut Street (hereinafter "Segment 1") and Segment 2 is from Coconut Street to I-75 (hereinafter "Segment 2"); and

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF
CIRCUIT COURT
PAGE: 23
INSTR #: 3489433 Doc Type: AGR
Recorded: 01/29/2025 at 04:46 PM
Rec. Fee: RECORDING \$197.00

MM

WHEREAS Spivey is qualified, willing and able to provide and perform appraisal and testimony services to assist the County in the acquisition of land needed to construct the proposed road improvements; and

WHEREAS, the County has entered into a Local Agency Program Agreement ("LAP") with the State of Florida Department of Transportation, District One which provides that the County must include certain provisions in any agreement for consultant or appraisal services between the County and third parties, including but not limited to indemnification and compliance with Section 287.055, Fla. Stat. and the Consultants Competitive Negotiation Act; and

WHEREAS, Glen L. Spivey is a Florida Certified General Real Estate Appraiser and holds a MAI designation from the Appraisal Institute; and

WHEREAS, Glen L. Spivey is experienced in providing written and verbal opinions of full compensation and fair market value in Florida eminent domain settings; and

WHEREAS, Glen L. Spivey employs and supervises a staff of experienced eminent domain real estate appraisers; and

WHEREAS, Glen L. Spivey has been deemed qualified to render expert opinion testimony in numerous Florida Circuit Courts regarding the fair market value of real estate, including severance damages, for eminent domain land acquisitions; and

WHEREAS, the County has determined that it is in the best interests of the County to contract with Spivey for appraisal and testimony services.

NOW, THEREFORE, the County and Spivey, agree as follows:

ARTICLE 1

INCORPORATION

1.1. The above stated Whereas clauses are incorporated into this Agreement as if they were fully set forth herein.

1.2. **Exhibit A** – Title VI Assurances; **Exhibit B** - Required Federal Contract provisions; and **Exhibit C** – Spivey Fee Summary per Parcel, are attached hereto and incorporated into this Agreement.

1.3. The following provisions of this Agreement are specifically incorporated into and made a part of the Agreement.

ARTICLE 2

SCOPE OF SERVICES

2.1. Spivey agrees to perform all the following services for the Harborview Road Segments I & 2 project as follows:

2.1.1. provide written and verbal consultation services upon request by the County to assist the County in the land acquisitions necessary to construct the proposed improvements to Harborview Road;

2.1.2. provide written appraisal reports which will be in compliance with all Uniform Standards for Appraisal Practices for each parcel of land acquired by County including but not limited to an opinion of fair market value, severance damages, costs to cure and proposal cure methods to mitigate severance damages when applicable;

2.1.3. provide updated appraisal opinions and appraisal reports that may be required for any testimony in deposition or Court hearing;

2.1.4. provide consultant services during mediations with landowners, including attendance at mediation if requested by County;

2.1.5. provide informal verbal consultations prior to or during mediations at the request of County;

2.1.6. attend and provide deposition testimony upon request by County;

2.1.7. attend and provide testimony at any court ordered hearings including all Order of Taking hearings or trials; and

2.1.8. provide trial testimony in the form of expert testimony of fair market value and damages as requested by County.

2.2. During the performance of the services associated with the Harborview Project, Spivey agrees to comply with the Title VI Assurances, attached hereto as **Exhibit A** and the Required Federal Contract provisions attached hereto as **Exhibit B**.

ARTICLE 3

COMPENSATION AND PAYMENT FOR SPIVEY 'S SERVICES

3.1. County shall pay Spivey for those tasks and services actually performed by Spivey and billed to County at least monthly. The total payment to Spivey for Segment 1 of the Project shall not exceed \$970,300.00 (nine hundred seventy thousand three hundred dollars) for the completion of the appraisal reports for the Segment 1 parcels listed in **Exhibit C** attached hereto.

3.1.1. the cost for any updated appraisal reports shall not exceed fifty percent (50%) of the individual sums outline in Exhibit C; and

3.1.2. the cost for services and time spent by Spivey for any testimony, consulting, and expert witness services shall be at hourly rates of \$350.00 for principal appraiser; \$250.00 for associate appraisers; and \$125.00 for research assistant services; and.

3.1.3. The sums outline on Exhibit C excludes the cost of staking the parcels to be acquired by the County prior to site visits with the property owners. Spivey is awaiting a quote on the staking services from a certified surveyor.

3.2. Payment for services rendered by Spivey shall be made on a per parcel completion basis.

3.3. Spivey shall submit all billings for payment of services rendered to the County's eminent domain counsel, Robert J. Gill, Esquire, Adams and Reese, LLP, 2001 Siesta Drive, Suite 302, Sarasota, FL 34239. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks that were actually performed by Spivey.

3.4. Spivey acknowledges that each billing must be reviewed and approved by the County Real Estate Services Department. Should the County Real Estate Services Department or his/her designee determine that the billing is not commensurate with services performed or work accomplished, Spivey shall adjust the billing accordingly. However, Spivey shall be entitled to payment of any finalized and completed appraisal reports submitted to the County and its eminent domain counsel.

3.5. County shall pay Spivey's periodic billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4

TERM / TERMINATION

4.1. The term of this Agreement shall begin on the date and year first written above and shall be completed when the County has acquired all land needed to construct the proposed road improvements and all landowners have received full compensation.

4.2. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Consultant is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

4.3. Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, the County may, at its sole option, terminate this Agreement if the Consultant is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

4.4. County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contains in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.

4.5. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with the County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(5)(c)3, *Fla. Stat.*

4.6. Either party shall have the right to unilaterally cancel, terminate or suspend this Agreement, in whole or in part, for cause or convenience, by providing thirty (30) days written notice by certified mail to the addresses listed in Article 7 below.

ARTICLE 5

TRUTH-IN-NEGOTIATION CERTIFICATE

5.1. In accordance with Section 287.055 Florida Statutes, signature of this Agreement by Spivey shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 6

INDEMNIFICATION

6.1 Spivey shall carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000.00 (two hundred thousand dollars) per person and \$300,000.00 (three hundred thousand dollars) each occurrence, and property damage insurance of at least \$200,000.00 (two hundred thousand dollars) each occurrence, for the services to be rendered in accordance with this Agreement. Spivey shall also carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required

pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. Spivey shall provide to the County certificates showing the required coverage to be in effect with endorsements showing the County to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the County or as provided in accordance with Florida law.

6.2. To the extent provided by law, Spivey shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Spivey, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the Harborview Project, and the rights granted to or exercised by Spivey.

6.3. The foregoing indemnification shall not constitute a waiver of the Department's or the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Spivey to indemnify County for the negligent acts or omissions of County, its officers, agents or employees, or third parties. Nor shall the same be construed to constitute agreement by Spivey to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of the Harborview Project.

ARTICLE 7
NOTICES

7.1. Any notice required or permitted to be sent hereunder shall be sent by certified mail, return receipt requested to the parties at the addresses listed below:

CONSULTANT	COUNTY
The Spivey Group, Inc. c/o Glen L. Spivey, MAI 399 Tequesta Drive, Suite 101 Tequesta, Florida 33469	Charlotte County Real Estate Services c/o Stephen Kipa, Real Estate Services Mgr 18500 Murdock Circle, Room B208 Port Charlotte, FL 33948

7.2. Spivey shall immediately notify the County of any changes in address.

ARTICLE 8
ASSIGNMENT

8.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Spivey without the prior written consent of the County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the County.

ARTICLE 9
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

9.1. This Agreement represents the entire and integrated agreement between the County and Spivey and supersedes all prior negotiations, representations or agreement, either written or oral.

9.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One

or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

9.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

9.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for providing of any services.

ARTICLE 10 **GOVERNING LAW / VENUE**

10.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Charlotte County, Florida.

ARTICLE 11 **INDEPENDENT CONTRACTOR STATUS**

11.1. Spivey is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Spivey or any of Spivey's employees, except as herein set forth, and Spivey expressly warrants not to represent at any time or in any manner that Spivey or any of Spivey's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Spivey is, and shall at all times remain as to the County, a wholly independent contractor and that Spivey's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 12 **AUDIT AND PUBLIC RECORDS REQUIREMENTS**

12.1. Spivey shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available

and accessible at Spivey's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives.

12.2 If the records are unavailable locally, it shall be Spivey's responsibility to insure that all required records are provided at Spivey's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county.

12.3. Pursuant to Section 119.0701 of the Florida Statutes, Contractors/Consultants acting on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

12.4. Failure by Spivey to maintain public records and promptly respond to public records requests constitutes grounds for unilateral cancellation by the County at any time, with no recourse available to Spivey. Spivey's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

12.5. Spivey shall require all subcontractors to comply with the provisions of this section by insertion of the requirements hereof in a written contract agreement between Spivey and the subcontractor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates written below.

WITNESSES:

THE SPIVEY GROUP, INC.

Signed by: [Signature]
Print Name: Erin Minnick
Date: 01/10/25

Signed: [Signature]
Print Name: Glen Spivey
Title: President
Date: January 10, 2025

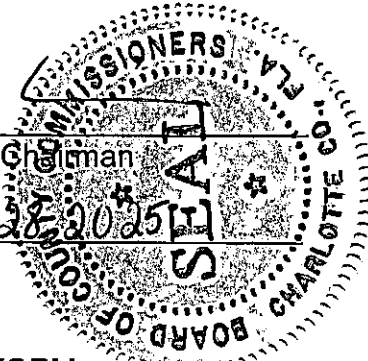
ATTEST:

BOARD OF CHARLOTTE COMMISSIONS
OF CHARLOTTE COUNTY, FLORIDA

Roger D. Eaton, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: [Signature]
Deputy Clerk AGR 2025-013

By: [Signature]
Joseph M. Tiseo, Chairman
Date: January 28, 2025



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: [Signature]
Jeanette S. Knowlton, County Attorney
AGR 25-0150

Attachments:

Exhibit A – Title VI Assurances

Exhibit B – Federal Provisions Applicable to Contractors and Consultants

Exhibit C – The Spivey Group, Inc. Fee Summary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or*

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252); (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982; (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

The projects, programs, and activities to be funded under this Agreement are fully or partially funded by Federal funding, grants and disaster assistance from various federal and state agencies including the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Therefore, consultants, contractors and their subcontractors (hereinafter referred to as "Contractor") will be required to comply with the following provisions, as applicable. The Contractor shall require compliance with all applicable federal requirements listed below of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended

(prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Subcontractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ADDITIONAL FEDERAL REQUIREMENTS

To the extent applicable to the services and/or goods provided under this Agreement, Contractor and any of its subcontractors used as part of this Agreement, expressly agree to adhere to the following provisions, as required:

Activities Abroad. Contractor agrees that with regard to activities undertaken pursuant to this Agreement, such activities carried on outside the United States are coordinated as necessary with appropriate government authorities and the appropriate licenses, permits, or approvals are obtained.

Controlled Substances. Contractor agrees that it shall not knowingly use funds provided under this Agreement to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

Human Rights. Contractor assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services

or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons with Developmental Disabilities.

Restrictions on Abortion and on Distribution of Sterile Needles. Contractor agrees that it shall not use funds provided under this Agreement for an abortion. Further, Contractor agrees that funds shall not be used to carry out any program of distributing sterile needles or syringes for hypodermic injection of any illegal drug.

U.S. Flag Air Carrier. Contractor agrees that as it pertains to the services provided under this Agreement, U.S. flag air carriers shall be used to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries.

U.S. Patriot Act; Public Health Security & Bioterrorism Preparedness & Response Act. Contractor will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) amending 18 U.S.C. 175-175c; The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

Trafficking Victims Protection Act. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this Contractor Agreement is in effect; (2) procuring a commercial sex act during the period of time that this Contractor Agreement is in effect; or (3) using forced labor in the performance of the Contractor services under this Contractor Agreement. This Contractor Agreement may be unilaterally terminated immediately by County

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

for Contractor's violating this provision, without penalty.

Gun Control – Consolidation Appropriations Act, 2017, Pub. L. 115-31, Section 217. None of the funds made available under this Contractor Agreement may be used in whole or in part to advocate or promote gun control.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contractor Agreement Act (33 U.S.C. 1251-1387), as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Procurement of Recovered Materials. Contractor and any subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Contractor and subcontractor are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. s. 180.995) or its affiliates (defined at 2 C.F.R. s. 1180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s. 180.935). The Contractor must comply with 2 C.F.R. Part 1880, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Contractor did not comply

with 2 C.F.R. Part 1809, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies made available to Charlotte County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transaction.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contractor Agreement or other Contractor Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contractor Agreement or with any of the said rules, regulations, or orders, this Contractor Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contractor Agreements or federally assisted construction Contractor Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract Agreement or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Contractor Agreement or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a Contractor or

vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Domestic Preference for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in this Agreement, Contractor shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment. In accordance with 2 CFR 200.216, Contractor and any subcontractors are prohibited to obligate or spend federal funds to: (1) procure or obtain; (2) extend or renew a Contractor Agreement to procure or obtain; or (3) enter into a Contractor Agreement to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections. The National Defense Authorization Act of 2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with this Agreement.

Federal Funding Accountability and Transparency Act (FFATA). In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this Contractor Agreement, by posting the required information in the System for Award Management via <https://www.sam.gov>.

Sub Agreements/Assignments and W/MBE. Contractor shall not subcontract, nor assign this Agreement, or any part of the services provided under this Agreement, without prior written consent of County. In accordance with 45 CFR s. 75.330 and 2 CFR s. 200.321, Contractor acknowledges that if it subcontracts any work

pertaining to this Agreement, it will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative Steps include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act: For all construction contracts and other projects, if applicable, the Contractor agrees to comply with all provisions of the Davis-Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors are required to pay wages not less than once a week. If the federally funded award contains Davis-Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall must report all suspected or reported violations of the Davis-Bacon Act to the County.

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

Copeland Anti Kick Back Act: Contractor and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. s. 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases

of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Byrd Anti-Lobbying (31 U.S.C. s. 1352, as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required Anti-Lobbying certification at the time of bid. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the deferral awarding agency.

DHS Seal, Logo and Flags:

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Access to Records.

The Contractor agrees to provide Charlotte County and FDEM, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

completed under the agreement. IN compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Charlotte County and the Contractor acknowledge and agree that no language in this agreement is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

No Obligation by Federal Government.

The federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this agreement.

Copyright and Data Rights.

The Contractor grants to Charlotte County a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the agreement but not first produced in the performance of this agreement, the Contractor will identify such data, and grant to Charlotte County or acquire on its behalf a license of the same scope as for data first produced in the performance of this agreement.

Remedies.

Unless otherwise provided by the agreement, all claims, counter-claims, disputes and other matters in question between the County and the Contractor arising out of or relating to the agreement, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Termination for Cause or Convenience.

The County may terminate the agreement at any time, for cause or convenience, by providing written notice to the Contractor, of determined by the County to be in the County's best interest. If the agreement is terminated, the Contractor shall be paid for all work actually performed, and all costs actually incurred prior to contract termination.

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor and its subcontractors, to the extent applicable, shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)

2. The Endangered Species Act (16 U.S.C. § 1531 et. seq.)

3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)

4. Clean Water Act Section 404 (33 U.S.C. § 1344 et. seq.)

5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.

8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")

10. Executive Order 13112 ("Invasive Species")

11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and

Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

THE SPIVEY GROUP, INC.
 REAL ESTATE APPRAISERS • CONSULTANTS • REALTORS
 WWW.SPIVEYGROUP.COM

**Harborview Road (CR 776)
 FP 434965-2**

Parcel	Ownership	Description	Scope	Land Approach Market	Improvement Approach	The Spivey Group, Inc.	T2 Utility Engineers (Staking)	LMA	G.C. Consulting & Construction Inc.	Total Fee
100	Janice Commerical	Industrial/Condos	LAI	X		\$9,000.00	X	\$8,000.00		\$17,000.00
102A/B	Harrisburg Stillwater LLC & Aspen Square Manag	Apartments	LAI	X		\$9,500.00	X	\$8,500.00		\$18,000.00
103A/B	Casco Enterprises LC	Driving range	LAI	X		\$8,500.00	X	\$8,500.00		\$17,000.00
104/700	Rolls Landing Condo Association Inc.	Condos	LAI	X	All applicable	\$25,000.00	X	\$9,000.00	\$6,500.00	\$40,500.00
105	David Gutierrez & Rosana Fernandez	SFR	LAI	X		\$8,500.00	X	\$8,500.00		\$17,000.00
106	Trinity Church of God of PC Inc	Church	B&A	X	All applicable	\$25,000.00	X	\$10,000.00	\$5,800.00	\$40,800.00
108/701A/B	Charlotte Florida Partnership	SFR	LAI*	X	All applicable	\$18,000.00	X	\$9,500.00		\$27,500.00
109	Hopkins Thomas Trustee & Tiffany Wesseier	SFR	B&A	X	All applicable	\$12,000.00				\$12,000.00
110	Steve & Clarissa Moore	SFR	B&A	X	All applicable	\$12,000.00				\$12,000.00
111	Walter & Kathy Welce	SFR	B&A	X	All applicable	\$12,000.00				\$12,000.00
112/703	Christina Ruffer	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
113/702	PR Commercial Construction LLC	Vacant	Land	X		\$12,000.00	X	\$8,500.00		\$20,500.00
114/704	Stephanie Manere Lawrence	SFR	B&A	X	All applicable	\$14,000.00	X	\$9,000.00		\$23,000.00
116/706	Buddy Hensley	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
117	Mary Rudow Trustee	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
118	Bayardo Ortega	Vacant	Land	X		\$8,500.00	X	\$8,000.00		\$16,500.00
119/707	Thomas & Janet Willingham	SFR	LAI	X		\$9,500.00	X	\$8,500.00		\$18,000.00
120/708	Esther Kay Rudow	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
121/717	Larry & Lise Wosick	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
122/709	Rodger Richardson Ufe Estate	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
123/710	Grank & Pamela Gross	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
124/711	UMD Group Investmncets Corp	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
125/712	Carla & Danny Nix	SFR	B&A	X	All applicable	\$16,500.00	X	\$9,500.00	\$5,200.00	\$31,200.00
126/713	Craig & Barbara Phelps	SFR	B&A	X	All applicable	\$14,000.00	X	\$8,500.00		\$22,500.00
127/714	Anthony & Megan Dubbanah	SFR	B&A	X	All applicable	\$16,000.00	X	\$8,500.00		\$24,500.00
128	Prashant Patel	SFR	B&A	X	All applicable	\$16,000.00	X	\$8,500.00		\$24,500.00
129/715	Joshua Bruce & Amanda Christine Hay	SFR	LAI	X		\$9,500.00	X	\$8,500.00		\$18,000.00
130/716	Gregory John Mislow	SFR	LAI	X		\$9,500.00	X	\$8,500.00		\$18,000.00
131	Tala Lakes	HOA land for sign	LAI	X		\$8,500.00	X	\$8,000.00		\$16,500.00
132A/B/718	PF Poindiana LLC	Vacant	Land	X		\$10,000.00	X	\$8,000.00		\$18,000.00
133	SE Conf Assoc/Sev Day Adv	Church	B&A	X	All applicable	\$28,000.00	X	\$9,000.00	\$6,800.00	\$43,800.00
134/719	Michael & Randi Coffey	SFR	B&A	X	All applicable	\$15,000.00	X	\$8,500.00		\$23,500.00
135	Brian Jones Trustee	SFR	LAI	X		\$8,500.00	X	\$8,000.00		\$16,500.00
136A/B	UB Properties LLC	Vacant	Land	X		\$10,000.00	X	\$9,000.00		\$19,000.00
137/720	CS1031 Harbor View MHC LLC & Flanagan Bilton	Mobile Home Park	LAI**	X		\$18,000.00	X	\$10,000.00		\$28,000.00
138	Robert Blake Lewellen	SFR	LAI	X		\$8,500.00	X	\$7,500.00		\$16,000.00
139A/B	Pasquale & Felicia Scaringella	SFR	B&A	X	All applicable	\$13,500.00	X	\$8,500.00		\$22,000.00
140/721	Harborview Acres Inc.	Assisted living facility	LAI	X		\$10,000.00	X	\$8,500.00		\$18,500.00
141	Sandra Betts	Vacant	Land	X		\$8,500.00	X	\$7,000.00		\$15,500.00
142/722	Snyder Real Estate LLC	Multi-family	B&A	X	All applicable	\$15,000.00	X	\$8,500.00		\$23,500.00
143	PF Collier LLC	Vacant	Land	X		\$8,500.00	X	\$7,000.00		\$15,500.00
144/723A/B	Mary Lu Homeowners Association Inc	Mobile Home Park (co-op)	LAI**	X		\$18,000.00	X	\$9,000.00		\$27,000.00
145	Uen Thi Van	Vacant	Land	X		\$8,500.00	X	\$7,500.00		\$16,000.00
146/724	Seattuit Vacation Condos	Multi-family	B&A	X	All applicable	\$15,000.00	X	\$10,000.00		\$25,000.00
154	Gregory Mislow	Vacant	Land	X		\$8,500.00	X	\$7,000.00		\$15,500.00
						\$589,000.00		\$357,000.00	\$24,300.00	\$970,300.00

*A LAI will be completed of the parent tract and a B&A will be completed for the adjoining two houses that have access through the east portion of the property.

**Need to discuss with client the approach. LAI fee will be \$18,000 and B&A will be \$28,000.