

AGREEMENT FOR ACQUISITION SERVICES – DRAINAGE PROJECTS (GROUP A)

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and American Acquisition Group, LLC (the “Consultant”) a Florida limited liability company, headquartered at 711 North Sherrill Street, Suite B, Tampa, FL 33609 whose Federal Employer Identification Number is 20-0483694.

WHEREAS, the County requires certain professional services in connection with property acquisition for American Rescue Plan funded projects; and,

WHEREAS, the County has solicited for these services via RFP 24-217, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the acquisition services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 Effective Date; Term

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

1.2 The Consultant shall complete the Services (defined below) within twelve (12) months of Notice to Proceed, unless otherwise approved by the County in its sole and absolute discretion. The Consultant shall commence the Services upon the County’s issuance of the Notice to Proceed.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 24-217, to include all attachments and addenda, and (ii) the Consultant’s responsive proposal (collectively, (i) and (ii), are “RFP

24-217”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

3.0 **Compensation**

3.1 **General**

3.1.1 The Services shall be divided into three projects, as set forth and described in Exhibit “B” Fee Schedule, which is attached hereto and made a part of this Agreement.

3.1.2 The County shall pay the Consultant the lump sum milestone fee for each project, as shown in Exhibit “B”. The Consultant shall invoice the County for all services performed by the applicable milestone. The County shall not be obligated to pay the Consultant (i) for any milestones that are not listed on the Fee Schedule, or (ii) for any milestones that have not been completed.

3.1.3 All the Consultant’s invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Real Estate Services
515 E Blvd Street
Bartow, FL 33830
Attention: Wade Allen

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant’s final/last billing for the Services rendered to the County. The Consultant’s submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County’s receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County’s payment of a Final Invoice shall not constitute evidence of the County’s acceptance of the Consultant’s performance of the Services or its acceptance of any of the Consultant’s Services.

3.1.7 By submission of an invoice, the Consultant's Project Manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment on such invoice.

3.1.8 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 All Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries

Reproduction
Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Services for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 Consultant's Responsibilities

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

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

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

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

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

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

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

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

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

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

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its

discretion, before any such professional associate or subcontractors may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractors to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

To the fullest extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the U.S. Department of Treasury, and each of their respective officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the U.S. Department of Treasury for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General

Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's deductible per line of coverage shall not exceed \$25,000 without the permission of the County. Policies that include Self Insured Retention may not be accepted, in accordance with federal rules and regulations. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

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

Professional Liability. \$1,000,000.00 for errors and omissions, exclusive of defense costs.

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

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Consultants:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability

(specifically covering, but not limited to, the contractual obligations assumed by the Firm)

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

12.0 Public Entity Crimes

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

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

14.0 Designation of Party Representatives

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

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

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings

concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

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

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

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

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

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

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

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

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

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

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

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect

and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

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

21.0 Notices

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

For County:

Real Estate Services
515 E Blvd Street
Bartow, FL 33830
Attention: Wade Allen

For Consultant:

American Acquisition Group, LLC
711 N Sherrill Street, Suite B
Tampa, FL 33609
Attention: Wade Brown

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the

balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

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

24.0 Employment Eligibility Verification (E-VERIFY)

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractors thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractors. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this

Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

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

25.0 Consultant Representations

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

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

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

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

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

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

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

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

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

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

26.0 Default and Remedy

26.1 Process. If the Consultant materially defaults in the timely performance of any Agreement obligation, including any changes, modifications, changes in scope issued thereunder, or if the Consultant is otherwise in material default of the Agreement, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Services in accordance with the Agreement documents, then the County shall have the right to (i) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Agreement documents, (ii) immediately terminate the Agreement by delivering written notice to the Consultant, and (iii) pursue any and all remedies available in law, equity, and under the Agreement, including, without limitation, the recovery of any increased cost to the County to complete the Services due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Consultant's default. Upon any such termination pursuant to this Section, the County shall

pay the Consultant the full amount due and owing for all services properly performed through the date of the Agreement termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Services in accordance with the Agreement documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Agreement: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Agreement made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Agreement Documents.

27.0 Limitation of Liability

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

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either

party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

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

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations

under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

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

Name: Wade Brown, President/CEO

Name: Ashleigh Schneider, Project Manager

Name: Zabrina Menesea / Rossana Asencio, Right of Way Agents

Name: Stephen Cross, Review Appraiser

32.0 Scrutinized Companies and Business Operations Certification:

Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33. No Construction Against Drafter

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

34. Unauthorized Alien(s)

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

35. Federal Provisions

The Supplemental Conditions – Federal Clauses set forth in the RFP 24-217, attached as Appendix I, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date signed by County: _____

Reviewed as to form and legal sufficiency:

Jander B. Hoff 8/6/24
County Attorney's Office Date

ATTEST:

American Acquisition Group, LLC
a Florida limited liability company

By: C. Gotts
CeCe Gotts


By: D. Wade Brown
D. Wade Brown

PRINT NAME
Sr. Administrative Assistant
TITLE

PRINT NAME
President / Managing Member
TITLE

Date: 8/16/2024

SEAL

 RICHARD E. SLIZ
Commission # HH 464895
Expires January 12, 2028

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Hillsborough

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this 8/16/2024 (Date) by Rictal Yala Boyd (Name of officer or agent) as President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 8/16/2024

(Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



RICHARDE. SLIZ
Commission # HH 464895
Expires January 12, 2028

Appendix “I”

SUPPLEMENTAL-FEDERAL CLAUSES

The County has been awarded and received a Community Project Funding Grant from the U.S. Department of Housing and Urban Development for the services to be provided under the Agreement. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this Bid, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-Consultants and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity.

During the performance of this Contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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, 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant 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 Consultant 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 his 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 Consultant's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions as 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) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract 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 subConsultant or vendor. The Consultant will take such action with respect to any subcontract 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 Consultant becomes involved in, or is threatened with, litigation with a subConsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Consultant, nor any subConsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subConsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subConsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subConsultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to

satisfy any liabilities of such Consultant or subConsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subConsultant or lower tier subConsultant with the clauses set forth in paragraphs (1) through (4) of this section.

Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, Consultants must be 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, Consultants must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each Consultant or subrecipient must be 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 non-Federal entity must report all suspected or reported violations to the US Department of Housing and Urban Development.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where

the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

"Compliance with the Copeland "Anti-Kickback" Act. *(Applicable if subject to Davis-Bacon Act)*

(1) Consultant. The Consultant shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Consultant or subConsultant shall insert in any subcontracts the clause above and such other clauses as the US Department of Housing and Urban Development may by appropriate instructions require, and also a clause requiring the subConsultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subConsultant or lower tier subConsultant with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant and subConsultant as provided in 29 C.F.R. § 5.12."

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Consultant 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.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

Debarment and Suspension. (Exhibit "XII")

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that

none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "XIII"). Each tier certifies to the tier above that it will not and has not used Federal 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. § 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.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase

orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subConsultants, laborers and materialmen.

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; and

(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.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Consultant agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DHUD Seal, Logo, and Flags. The Consultant shall not use the DHUD seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific US Department of Housing and Urban Development pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Consultant will comply will

all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

Default and Remedy.

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Federal Labor Standards Provision. HUD-4010, Wage Decision, Form (Attachment E)

WH-347 - Weekly Payroll, Section 3 Clause, HUD Assurance of Compliance form, Section 3 Business Concern Certification for Contracting form, Section 3 Worker and Targeted Section 3 Worker Self-Certification form, Non-Compliance: Qualitative Efforts form and Section 3 Policy Guide for Consultants attached as Appendix II, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses 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 [Public Law 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 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.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

AMERICAN ACQUISITION GROUP, LLC.

Filing Information

Document Number	L03000054482
FEI/EIN Number	20-0483694
Date Filed	12/18/2003
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/24/2018
Event Effective Date	NONE

Principal Address

711 N Sherrill St.
Suite-B
Tampa, FL 33609

Changed: 01/25/2013

Mailing Address

711 N Sherrill St.
Suite-B
Tampa, FL 33609

Changed: 01/25/2013

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 South Pine Island Road
Plantation, FL 33324

Address Changed: 06/10/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

BROWN, D. WADE

310 84th. Avenue
Saint Pete Beach, FL 33706

Title SEC

BARRETT, PAMELA V

8622 BROOKWAY CIRCLE
TAMPA, FL 33635

Annual Reports

Report Year	Filed Date
2022	01/27/2022
2023	01/19/2023
2024	01/25/2024

Document Images

01/25/2024 -- ANNUAL REPORT	View image in PDF format
01/19/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
01/26/2021 -- ANNUAL REPORT	View image in PDF format
01/08/2020 -- ANNUAL REPORT	View image in PDF format
01/09/2019 -- ANNUAL REPORT	View image in PDF format
05/24/2018 -- LC Amendment	View image in PDF format
01/19/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
01/13/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/23/2014 -- ANNUAL REPORT	View image in PDF format
01/25/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
01/21/2009 -- ANNUAL REPORT	View image in PDF format
01/15/2008 -- ANNUAL REPORT	View image in PDF format
01/30/2007 -- ANNUAL REPORT	View image in PDF format
08/30/2006 -- LC Amendment	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
01/31/2005 -- ANNUAL REPORT	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
12/31/2003 -- Florida Limited Liability	View image in PDF format

RFP REGISTRATION

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

RFP Number and Title: **24-217, Acquisition Services – Drainage Projects**

Description: Provide acquisition services for the federally funded drainage projects, including but not limited to, negotiations, business damages, settlements and closing, relocation, suit preparation, file retirement, and appraisal and appraisal review services as further described herein.

Receiving Period: Prior to 2:00 p.m., Wednesday, March 20, 2024

Bid Opening: Wednesday, March 20, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions: Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Wednesday March 13, 2024, 4:00 p.m.

RFP REGISTRATION

FAX OR EMAIL THIS FORM BACK IMMEDIATELY

FAX: (863) 534-6789/EMAIL: PROCUREMENT@POLK-COUNTY.NET

Carefully complete this form and email or fax it to the Procurement Division. You must submit one form for each RFP that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “**RFP #24-217, Acquisition Services – Drainage Projects**” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	24-217
RFP Title	Acquisition Services – Drainage Projects
Due Date/Time:	March 20, 2024, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division

prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 24-217 Tab 1”

“RFP 24-217 Tab 2”

“RFP 24-217 Tab 3”

“RFP 24-217 Tab 4”

“RFP 24-217 Tab 5”

“RFP 24-217 Tab 6”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah, tabathashirah@polk-county.net

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY

Procurement Division

Fran McAskill

Procurement Director

REQUEST FOR PROPOSAL 24-217

Acquisition Services – Drainage Projects

Sealed proposals will be received in the Procurement Division, **Wednesday, March 20, 2024, prior to 2:00p.m.**

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

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

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

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by Wednesday, March 13, 2024, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida, is soliciting proposals from Florida Department of Transportation District One qualified acquisition firms with federal funded acquisition and appraisal experience that are interested in providing real property/easement acquisition services for the following drainage projects:

Group A:

- Armstrong Road/S. Pipkin Road/Old Medulla Road drainage
- Creekwater Drive Drainage improvements.
- Carefree Cove drainage improvements

Group B:

- Hamilton Road & Medulla Road drainage improvements

The County reserves the right to remove any of the projects listed at any time from the resulting Agreements.

Acquisition services includes appraisal and relocation services in accordance with federal guidelines, and preparation of condemnation suit packages.

It is the intent of the County to select and negotiate agreements with up to two (2) firms, one (1) for each group, however, the County reserves the right to award both groups to one (1) firm.

Division shall mean Real Estate Services (RES) and Division Representative shall mean the Real Estate Services Administrator or other Designated Recipient.

These services are wholly funded by U.S. Department of Treasury (USDT) through the American Rescue Plan Act (ARP), State and Local Fiscal Recovery Funds (SLRF). All requirements of the federal award are applicable to the Successful Proposer, sub-consultants, and any material suppliers.

All services must be performed in accordance with applicable Federal, State and Local regulations.

Background & Purpose:

Background

On May 3, 2022, the Board awarded multiple contracts to engineering firms to provide drainage evaluation, design, permitting and post-design services for several drainage improvement projects funded through the American Rescue Plan (ARP), which must be completed by December 31, 2026. The design services for each of the drainage projects are currently in various stages. The construction plans/revised construction plans, property information/title reports, legal descriptions/sketches for each project to the extent completed are available on the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “RFP 24-217 RFP Attachments”, select “Open” or “Save As” to download the RFP documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Purpose

The selected consultant(s) will assist the County by providing the necessary property and/or easement acquisition services along with providing appraisal report services establishing values for the parcels required to allow the County to construct its drainage projects.

SCOPE OF SERVICES

The following is a list of typical services that may be requested under the agreement. The list is not intended to be all-inclusive:

ACQUISITIONS

Negotiations

1. Establish and maintain an accurate and complete working file for each parcel utilizing the Division’s number system and transmit all required documentation to the Division Representative when requested.

2. Review title searches provided by the Division, verify all title work through confirmation with the owner, and clarify any discrepancies through county property rolls and other necessary records.
3. Review right-of-way maps, legal descriptions and sketches, and construction plans provided by the Division and notify the Division Representative of any discrepancies.
4. Issue notification to affected parties (property owners and business owners) of condemnation rights as required by Florida Statute 73.015.
5. Verify that legal descriptions and sketches, right-of-way maps, surveys (if provided), and appraisal reports correspond with each other.
6. Identify parcels requiring subordination, prepare and process Subordination Agreements to Division Representative.
7. Initiate negotiations by making written purchase offer and, if necessary, provide applicable notice to business owner.
8. Issue all applicable notices in accordance with State and Federal policies and procedures and statutory requirements.
9. Conduct negotiations for the acquisition of each parcel in accordance with all Division policies and procedures.
10. Thoroughly and timely document all contacts with the property owners and/or their representatives.
11. Submit suit information packages to the Division Representative on all parcels identified in the Notice to Proceed no later than ninety (90) days after date of issuance of the approved appraisal reports, unless an administrative settlement has been approved by the County or the Division Representative directs the Consultant otherwise. The Consultant shall continue to use its best efforts to assist the Division in reaching a settlement until the Order of Taking is granted or until directed otherwise by the Division Representative.
12. Maintain a detailed production chart, approved by Division Representative, which will include, at a minimum, the Parcel number, owner(s), assigned agent, attorney information, significant dates, a history of negotiations undertaken, and information relating to closings.
13. Attend production meetings as directed by the Division Representative at which meetings all appropriate personnel must be present to discuss negotiation progress for each assigned parcel. A schedule of production meetings shall be established by the Division and during the negotiation process Consultant may be required to attend a minimum of two meetings per month at the direction of the Division Representative.

Business Damages (when applicable)

- Conduct in-depth business interviews with business owners to determine eligibility for potential damage claims and obtain appropriate documentation to support/refute their eligibility.
- Obtain “business records”, as defined by Florida Statute 73.015(2)(c)(2), if possible, from business owners and review any business damage offers submitted during negotiations.

- Conduct negotiations with the business owners regarding damages, based on the approved business damage report as part of normal acquisition negotiations.
- If appropriate, obtain, prior to or at closing, Business Damage Waivers/Releases, or an Agreement from all businesses eligible to make a business damage claim.

Settlements and Closing

1. Receive and review counteroffers from property owners or their representatives for consideration by the Division.
2. When appropriate, prepare justifications and recommendations for administrative settlements and submit such recommendations to the Division Representative for approval and further handling.
3. Conduct all necessary closings and all related activities including, but not limited to, providing an update title search, obtaining appropriate mortgage releases, satisfaction of all liens and encumbrances, collection, and payment of prorated real estate taxes. The Consultant shall perform an updated title search within or no later than twenty-four (24) hours prior to closing a parcel.
4. At the discretion of the Division, Consultant shall prepare property inventory within one (1) day of closing or, if appropriate, within five (5) days of receipt of the certificate of deposit.

Relocation Services

When applicable, the consultant will provide relocation services to meet the requirements as set forth in the Uniform Relocation Act (federally funded projects).

Suit Preparation

- Review title searches provided by the Division, verify all information, obtain all suit information from property owners, comply with public disclosure requirements as necessary, and provide to the Division a complete list of all parties having a property interest in the parcel along with verified addresses sufficient to accomplish service of process. The Division will provide updated title work for suit packages.
- Provide right-of-way acquisition project personnel to assist the County Attorney's Office in providing testimony, responding to interrogatories and requests for production, verifying information required for service of process, and providing litigation assistance as needed.
- Using forms and a format approved by the Division, Consultant shall produce, prepare, and compile documents, pleadings, and litigation materials necessary for eminent domain lawsuits as directed by the Division and the County Attorney's Office. The schedule for such

lawsuits and suit packages shall be established during and provide comprehensive administrative support in the area of preparation of lawsuit packages, organization of same, and required photocopying, as directed by the Division Representative or the County Attorney's Office.

- When appropriate, revise litigation documents to reflect changes in ownership interests, property descriptions, valuations, or other elements intrinsic to the integrity of the lawsuit.
- Be available for the aforementioned revisions, consultations, and administrative support for litigation packages up to the time the Order of Taking is obtained at which time suit preparation services shall end.

File Retirement

Within thirty (30) days after title has been transferred to the County, the Consultant shall merge and consolidate the Consultant's file with the Division's file in accordance with Division's procedure.

Record Maintenance

1. Maintain all files and distribute all documents in accordance with the requirements of the Division.
2. Assist the Division with the maintenance of the official records management files as necessary to ensure the integrity of the files by delivering parcel documentation to the Division Representative on a timely basis.
3. Turn over all files to the Division Representative on a timely basis.
4. All Consultant project files shall be accessible and available to the Division Representative during normal business hours prior to completion of the Project.

Production Control

1. Report on the complete status of production on the project on a schedule to be determined by the Division Representative. Division may request suggestions for actions necessary to meet or improve the overall project schedule.
2. Using the form approved by the Division, Consultant shall provide production information to the Division Representative that is necessary to maintain the Division's right-of-way control system and other projection control systems necessary for the project.
3. Consultant shall utilize their own internal resources to maintain, and track assigned project acquisition or parcels.
4. Consultant shall provide a high-quality work product utilizing the appropriate standards for preparation, review and execution of all required documentation

associated with the overall acquisition and suit process prior to submittal to the Division.

Personnel

The Consultant shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement. The Consultant shall utilize only competent personnel who are qualified by experience and education, which are acceptable to the Division Representative. The Consultant may not make changes in personnel working on activities pursuant to the agreement without prior written approval of the Division Representative.

APPRAISAL AND APPRAISAL REVIEW

Appraisal Services

Appraisal Services include preparation of written appraisal reports and updates which shall conform to Uniform Standards of Professional Appraisal Practices and the minimum standard as set forth in the Florida Statutes for property being acquired through eminent domain. The Appraiser shall be a State certified general appraiser. In addition, appraisals and appraisers must follow federal guidelines due to federal funds being used on the subject projects; and litigation services including, but not limited to, providing expert testimony in court proceedings (e.g. order of taking hearings, mediations, depositions and consultations), if requested by the RES Administrator, County Attorney's Office or by assigned outside counsel. The Consultant's designated Appraiser of Record shall be responsible for all work necessary and incidental to the completion of said items for this project unless otherwise noted herein. Such work may require services beyond the professional expertise of the appraiser of record, thus necessitating the use of sub-consultants.

Appraisal Review Services

Appraisal Review Services shall include the review of comparable sales data sheets and/or project data books, market studies, appraisal reports, etc., for accuracy and compliance with the Uniform Standards of Professional Appraisal Practices the

minimum standard as set forth in the Florida Statutes, and federal guidelines for property being acquired through eminent domain, requesting and obtaining necessary corrections and/or additional data for appraisal reports, writing Review Appraisal Statements that recommend compensation due the landowner, which is based on market data, and, when requested by the RES Administrator or other designated County staff, preparing Review Appraiser Reports (Value Determinations) which reflect recommended compensation. The review appraiser will be responsible for all work necessary and incidental to the completion of said items for assigned projects unless otherwise noted therein.

Appraisers working for the selected acquisition consultant shall have experience in the preparation and review of federally funded condemnation appraisal reports. All appraisals shall be in a narrative format with three (3) hard copies remitted to the County.

Sub-Consultant Services

Consultant(s) may subcontract for specialized services that may be necessary in order for the Consultant(s) to carry out its requirements pursuant to the contract.

Issuance of Work

A Work Authorization with a corresponding Purchase Order and Notice to Proceed will be issued for each project. Each Work Authorization will include the agreed upon lump sum amount, scope of work, and schedule. Consultant will be paid based on the agreed upon milestones. Consultant may submit partial invoices for the percentage of work completed in each milestone. Work will be paid upon work task or milestone.

	TASK/MILESTONE
Acquisition	Property Owner and Business Tenant Notification
Acquisition	Initiation of Negotiations/First Offer

Acquisition	Approved Settlement and/or Approval of Submitted Lawsuit by Polk County
Acquisition	Property Closing or Order of Taking
Acquisition	File Retirement
Appraisal	Appraisal and Appraisal Review

No Work shall begin on any project until a duly authorized Purchase Order and Notice to Proceed has been issued.

The County will provide to the consultant construction plans/revised construction plans, property information/title reports, legal descriptions/sketches for each project listed below along with appropriate County acquisition documentation/form (e.g. Notice to Owner, Written Offer, etc.) to be utilized as templates for the Consultant.

The following are the subject drainage projects with estimated parcel counts:

- **Armstrong Road/S. Pipkin Road/Old Medulla Road Drainage (Estimate 1 Fee Parcel and 1 Perpetual Drainage Easement Parcel [2 Fee owned parent parcels])**

This Project consists of addressing significant roadway flooding that occurs along Armstrong Road, S. Pipkin Road, and Old Medulla Road.

- **Creekwater Drive Drainage Improvements (Estimate 4 Perpetual Drainage Easement Parcels and 1 Temporary Construction Easement Parcel [4 Fee owned parent parcels])**

This Project consists of upgrading an existing cross-drain under Creekwater Drive. The culvert is currently undersized and is subject to overtopping causing the road to washout.

- **Carefree Cove Drainage Improvements (Estimate 1 Perpetual Drainage Easement Parcel [1 Fee owned parent parcel])**

This is a drainage improvement project to address localized street flooding within the Carefree Cove Community.

- **Hamilton Road & Medulla Road Drainage Improvements (Estimate 7 Perpetual Drainage Easement Parcels and 9 Temporary Construction Easement Parcels [9 Fee owned parent parcels])**

The intersection of Hamilton Road and Medulla Road currently floods during heavy storm events.

AGREEMENT

The term of the agreement will begin upon the effective date of the agreement through acceptance and approval of the County of all deliverables to be outlined in the agreement.

The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- Name, company name, address, telephone number, and email address.
- State the number of years in business, as the same company/firm.
- State the number of full-time employees.

- Provide documentation showing proper incorporation by the Secretary of State.
- Provide evidence of being an approved Florida Department of Transportation Acquisition Consultant.
- Exhibit III – Certifications Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- Exhibit IV – Certification Regarding Lobbying

Tab 2 –Approach to Project (20 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm’s quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (30 Points)

- Provide three (3) recent projects performed within the past five (5) years for which your firm performed federally funded acquisition services as the prime. At least two (2) of the projects should include multiple parcels. (Limit response to one (1) page per project)
- For each project please provide:
 - Name and location of the project;
 - Size and cost of the project;
 - Project representative name, address, phone number, and email address;
 - Date project was completed or is anticipated to be completed; compare to the original date.
 - The nature of the firm’s responsibility on the project;
 - Identify the key staff and their role in each project;
 - Identify working relationship of consultants or joint venture on project, if applicable;
- Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, consultant oversights, etc.
- List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant’s response shall be the staff utilized on this contract. Please provide the resumes of the key staff

including, but not limited to, the items in the list below (One (1) page maximum per resume):

- a) Name and current position held by the person
- b) Name, title and project assignment
- c) Copy of license or certification (if applicable)
- d) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Identify sub consultants to be used, if any. For each sub consultant identified please provide:
 - A brief description of their experience outlining their qualifications to perform the intended services.
 - A brief resume for each key personnel that will be assigned to perform the intended services, and a copy of licenses/certifications (if applicable).

Tab 4 – Cost (30 Points)

Please complete one, original copy of Attachment A, Cost Proposal. Proposers must provide a lump sum cost for each project listed below to be considered responsive. The lump sum amount for each project shall be inclusive of all costs to perform the services.

The Proposer with the lowest total cost of Groups A and B will receive the maximum 30 points. Each additional Proposer cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

Tab 5 – Timely Completion of Projects (10 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 6 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (**See Exhibit I**) Procurement will take the average of all three surveys and score as follows:
 - Average Score between 9-10 10 Points

- Average Score between 7-8 8 Points
- Average Score between 5-6 6 Points
- Average Score between 3-4 4 Points
- Average Score between 1-2 2 Points
- Average Score of 0 0 Points

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one original marked **ORIGINAL** and five (5) copies marked **COPY**, and one (1) complete submittal on CD or flash drive of their proposal in a sealed container to the Procurement Division. The sealed container should be labeled “**RFP #24-217, Acquisition Services – Drainage Projects**” and marked with the respondent’s name and address. The Proposals may be mailed or delivered to:

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

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, March 20, 2024.**

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

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

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Surveys of Past Performance (Tab 6) 10 points
 - Cost (Tab 4) 30 points
 - Subtotal Points** **40 points**

by the process stated under each corresponding Tab description as set forth on Pages 15-18.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to Project (Tab 2) 20 Points
 - Experience, Expertise, (Tab 3) 30 Points
 - Personnel and Technical Resources

- Timely Completion of Projects (Tab 5) 10 points
- Subtotal Points **60 points**

by the following process:

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

- EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

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

- VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

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

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

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

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

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

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

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

demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

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

- (2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.
- (3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
- (4) When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
- (5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.
- (6) If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the

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

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

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

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

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively

decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

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

Elevation Level 4 (Contract Negotiations)

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

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

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissions that it selects such Proposer to provide the services as outlined in the

Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

COMMUNICATIONS

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

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed \$25,000 without the permission of the County. Policies that include Self Insured Retention may not be accepted, as provided by federal rule or regulation. In the event of any failure by the firm to comply with these provisions, the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the

County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$200,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

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

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

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

Professional Liability Insurance. \$1,000,000 for errors and omissions, exclusive of defense costs.

INDEMNIFICATION

To the fullest extent provided by law, the Consultant shall indemnify, defend, and hold harmless the County and the U.S. Department of Treasury, and each of their respective officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The forgoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the U.S Department of Treasury for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

TITLE VI NONDISCRIMINATION POLICY STATEMENT – During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. 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;
2. 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 of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. 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;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex).
7. 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 consultants, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits 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.

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

Intentionally omitted. Not applicable with Federal Funds.

TRUTH IN NEGOTIATION

Pursuant to Section 287.055(5)(a), Florida Statutes, the agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost –plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

APPLICABLE LAWS AND COURTS

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

CONTRACT

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

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

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

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

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies,

or services to such employer in exchange for salary, wages, or other remuneration; and

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

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

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

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

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *Contractor* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if

a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

INVOICING AND PAYMENT: Invoices are paid in accordance with Florida Statutes 218.70 Chapter 218 “Local Government Prompt Payment Act”. The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer’s Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division’s Project Manager or designee. The County’s payment of an invoice shall not constitute evidence of the County’s acceptance of the Proposers performance of the Service or the County’s acceptance of any work.

ATTORNEY’S FEES AND COSTS: Each party shall be responsible for its own legal and attorney’s fees, costs and expenses incurred in connection with any dispute or

any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

RECORD RETENTION: Records are to be retained by the County and the Consultant for a minimum of ten (10) years from the date of final payment of these services or final payment of any related construction project, whichever occurs last.

EVALUATION OF PERFORMANCE: The County project manager will complete a performance evaluation on the Successful Proposer upon completion of the scope of services described in this RFP.

ALLOWABLE COSTS: A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the resulting agreement to this RFP.

TERMINATION: The County may terminate the Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under the Agreement, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

1. Immediately discontinue all affected Services unless the notice directs otherwise, and
2. Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
3. Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.
4. The rights and remedies of the County provided are in addition and supplemental to any and all other rights and remedies provided by law or under this agreement.

CONFLICT OF INTEREST: In accordance with 2 CFR 200.112, 23 CFR 1.33, & 23 CFR 172.7(b)(4), no official or employee of a State or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector or other person performing services for a State or a governmental instrumentality in connection with a project shall have,

directly or indirectly, a financial or other personal interest, other than his employment or retention by a State or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a State or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of the State highway department and of such other governmental instrumentality, and such officer, employee or person has not participated in such acquisition for and in behalf of the State. It shall be the responsibility of the State to enforce the requirements of this section.

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received American Rescue Plan Act, State and Local Fiscal Recovery Funds (“SLFRF”) for the services to be provided under the Agreement from the U.S. Department of Treasury. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Consultant, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours

without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subcontractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Consultant 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.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Debarment and Suspension (Exhibit III)

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit IV). Each tier certifies to the tier above that it will not and has not used Federal 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. § 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.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. 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; and

(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.

Access to Records. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office (“GOA”), Treasury’s Office of Inspector General (“OIG”), and the Pandemic Relief Accountability Committee (“PRAC”), access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order.”

USDT Seal, Logo, and Flags. The Consultant shall not use the USDT seal(s), logos, crests, or reproductions of flags or likenesses of USDT agency officials without specific USDT pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that U.S. Department of Treasury American Rescue Plan financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

Default and Remedy.

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:

(SUBMITTAL PAGE)

Company Name: _____

DBA/Fictitious Name (if applicable): _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: _____

(Street No or PO Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization:

____ Sole Proprietorship ____ Partnership _____ Non-Profit _____ Sub-Chapter

____ Joint Venture _____ Corporation _____ LLC _____ LLP

____ Publicly Traded _____ Employee Owned

State of Incorporation _____

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

EXHIBIT I

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

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

CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Monroe County Florida, X School Board, City of Ft. Lauderdale, etc.).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Acquisition & Appraisal Services for Hillsborough County)
COST OF SERVICES	Cost of services (\$100,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2019)

- 2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.
- 3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.
- 4. The past projects can be either completed or on-going.
- 5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The firm is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The firm should enter the past clients' contact information, and project information on each survey form for each reference. The firm should also enter the name of the Consultant being surveyed.
3. The firm is responsible for ensuring all references/surveys are included in their submittal under Tab 6.
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

EXHIBIT I - Survey Questionnaire – Polk County

RFP 24-217, Acquisition Services – Drainage Projects

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Consultant being surveyed: _____

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

EXHIBIT II - AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-217

PROJECT NAME: Acquisition Services – Drainage Projects

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

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

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

Company Name: _____

Signature Title Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

EXHIBIT III

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT IV

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ (Consultant) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant’s Authorized Official _____

Name and Title of Consultant’s Authorized Official _____

Date _____

Attachment A, Cost Proposal

Project	Project Description	Lump Sum Amount
Group A		
1	Armstrong Road/S. Pipkin Road/Old Medulla Road Drainage (Estimate 1 Fee Parcel and 1 Perpetual Drainage Easement Parcel [2 Fee owned parent parcels])	\$
2	Creekwater Drive Drainage Improvements (Estimate 4 Perpetual Drainage Easement Parcels and 1 Temporary Construction Easement Parcel [4 Fee owned parent parcels])	\$
3	Carefree Cove Drainage Improvements (Estimate 1 Perpetual Drainage Easement Parcel [1 Fee owned parent parcel])	\$
Group B		
4	Hamilton Road & Medulla Road Drainage Improvements (Estimate 7 Perpetual Drainage Easement Parcels and 9 Temporary Construction Easement Parcels [9 Fee owned parent parcels])	\$
Grand Total of Groups A & B		\$

Proposers must provide a lump sum cost for each project listed below to be considered responsive.

Proposer Name: _____

March 19, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 24-217, Acquisition Services – Drainage Projects

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

Contained within this addendum: Question and answer

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 24-217, Acquisition Services – Drainage Projects

Addendum #1

Question 1: To properly price the completion of the project, we need a Project schedule of delivery of title searches and legal descriptions of the acquisition areas. The date of our receipt of those will affect the over all approach to completion and thus the price.

Please provide the dates the consultant can expect to receive those deliverables as they are the critical path, and affect completion.

As well we need to know an estimated delivery of construction plans. Otherwise, we will have to make assumptions of receipt for the schedule and the price will be contingent upon those receipts.

Answer 1: We anticipate providing all construction plans, legal descriptions/sketches and title reports in July to the successful firm(s) prior to contract execution.

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:

(SUBMITTAL PAGE)

Company Name: American Acquisition Group, LLC

DBA/Fictitious Name (if applicable): _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: 20-0483694

711 N Sherrill Street, Suite B Tampa

(Street No or PO Box Number) (Street Name) (City)
Hillsborough FL 33609

(County) (State) (Zip Code)

Contact Person: Wade Brown

Phone Number: 813-287-8191

Cell Phone Number: 813-230-6449

Email Address: wade@americanacquisition.com

Type of Organization:

Sole Proprietorship Partnership Non-Profit Sub-Chapter

Joint Venture Corporation LLC LLP

Publicly Traded Employee Owned

State of Incorporation Florida

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

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Acquisition Group, LLC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 711 N. Sherrill St., Suite B	Requester's name and address (optional)
6 City, state, and ZIP code Tampa, FL 33609	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	0	-	0	4	8	3	6	9	4

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶		Date ▶	3/11/2023
------------------	----------------------------	--	--------	-----------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

March 19, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 24-217, Acquisition Services – Drainage Projects

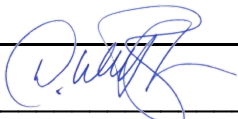
This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question and answer

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature:  _____

Printed Name: D Wade Brown

Title: President

Company: American Acquisition Group, LLC

RFP 24-217, Acquisition Services – Drainage Projects

Addendum #1

Question 1: To properly price the completion of the project, we need a Project schedule of delivery of title searches and legal descriptions of the acquisition areas. The date of our receipt of those will affect the over all approach to completion and thus the price.

Please provide the dates the consultant can expect to receive those deliverables as they are the critical path, and affect completion.

As well we need to know an estimated delivery of construction plans. Otherwise, we will have to make assumptions of receipt for the schedule and the price will be contingent upon those receipts.

Answer 1: We anticipate providing all construction plans, legal descriptions/sketches and title reports in July to the successful firm(s) prior to contract execution.

Tab 1, Executive Summary

AMERICAN ACQUISITION GROUP, LLC (AAG) STATEMENT OF QUALIFICATIONS

Addresses:

Tampa Office -

711 North Sherrill Street, Suite B.
Tampa, FL 33609
(813)287-8191
www.americanacquisition.com

North Carolina Office -

4509 Creedmoor Road, Suite 201, Office
256
Raleigh, NC 27612

Texas Office -

18601 LBJ Fwy., Suite 640
Mesquite, TX 75150

Principal:

D. Wade Brown, SR/WA - President/CEO
wade@americanacquisition.com

Our Mission:

Our mission is to exceed the goals, objectives, and expectations of our clients by producing turn-key right of way consulting services both on time and under budget, and to be an exemplary extension to our clients.

Our Vision:

Our vision is to become America's first choice company for providing right of way services when it absolutely needs to get done, despite the challenges.

Why AAG?

- Acquired/appraised/relocated more than \$500 million in right of way since our inception
- Experienced staff in the litigation phase of eminent domain that enhances our understanding of strategies and postures to implement during the acquisition phase of any project
- PRACTICAL UNIFORM RELOCATION ACT EXPERIENCE: all relocation agents are experienced at complicated residential and business relocations that can be illustrated with actual claims to support this stance. Our firm is responsible for over 8,000 appraisals, acquisitions and displacements since 1993.
- Consistent grading by our clients in the 90th percentile
- Our staff is proven with our clients, experts and lawyers in the eminent domain industry
- **25+ licensed, multi-disciplined professionals** with practical experience in the fields of right of way acquisition and relocation assistance in compliance with the URA in Florida, Texas, North Carolina, Alabama, Georgia, Virginia, and Illinois.
- Multiple staff designated and certified with the IRWA as SR/WA, R/W-RAC and/or R/W-NAC

Established in 1993 (31 years), AAG, is a full-service right-of-way firm providing acquisition, relocation and appraisal services for numerous public, semi-public and private sector clients throughout the southeastern U.S. for transportation, pipeline, and utility right of way projects. Our services include program management, PD&E cost estimating, title, eminent domain appraisal, appraisal review, acquisition negotiations, relocation assistance, business damage evaluation and negotiation, eminent domain suit preparation and suit styling, property management (including surplus property disposition), and expert witness testimony.

- Prequalified in right of way acquisition appraisal, acquisition negotiations, relocation assistance and property management in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) for Departments of Transportation in Florida, Texas, North Carolina, Alabama, and Virginia
- FDOT Small Business Consultant
- Approved appraisers with Florida Department of Transportation, Army Corps of Engineers, Florida Division of State Lands / Department of Environmental Protection, North Carolina Department of Transportation, and qualified expert witnesses in circuit courts throughout Florida
- Founding member in good standing with the national Right of Way Consultants Council
- Members in good standing with the International Right of Way Association.

AAG STAFFING		
Name	Proposed Role(s)	Years of Exp.
D. Wade Brown, SRWA, RW-RAC, RW-NAC	Managing Member / CEO / Review Appraiser	31
Pamela V. Barrett, SRWA, RW-RAC	Project Manager / Relocation Administrator / Suit	22
Robin Brisebois	Project Manager / Appraisal / Relocation (FDOT D4)	34
Stephen Cross	Appraisal / Negotiation (Orlando)	37
Julie Cunningham	Condemnation Suit	41
Ashley Brown	Assistant Controller / Invoicing	2
Kelsey Rowles	Right of Way Support Specialist (FDOT 5)	5
Nickole Poppell	Acquisition/ Relocation Agent (FDOT 5)	2
Priscilla Rosario	Acquisition/ Relocation Agent (FDOT 5)	1
Arlena Dominick	Project Manager / Site Selection / Utilities	31
Vincent Smith	Acquisition / Relocation Agent	9
Ray Fauble	Sr. Acquisition / Relocation Agent	22
Donna L. Finders	Project Manager / Acquisition / Relocation (North Carolina)	16
Russell Stracke	Sr. Acquisition Agent	22
Ashley Horton	Acquisition / Relocation Agent (North Carolina)	6
Jennifer Howard	Property Management Agent (FDOT D7)	21
Marcia Locke, Esq	Project Manager / Attorney (FDOT D4)	32
Zabrina Meneses	Property Management Agent	17
CeCe Gotts	Administration / Document Specialist	3
Andrea Olden, RWA	Sr. Acquisition / Relocation Agent (FDOT D7)	14
Leslie Rogers	Acquisition / Relocation / Property Management Agent	8
Patrick Ryan, SR/WA	Project Manager (Texas)	8
Therese Ryan	Administration / Eminent Domain Prep	3
Ashleigh Schneider	Project Manager / Acquisition / Relocation /Suit	24
Michael Bonfield	Sr. Acquisition / Relocation Agent (North Carolina)	38
Heather Braswell, REB	Acquisition / Relocation Agent (North Carolina)	22
Rossanna Asencio	Acquisition / Relocation Agent / Property Management	7
Christopher S. Scodius, SRWA, RW-RAC	Project Manager / Negotiation / Relocation	22
Jennie RiChard	Sr. Acquisition / Relocation Agent	40
Richard Sliz	Sr. Acquisition / Relocation Agent / Appraisal	41
Gerald Springstead	Appraisal / Cost Estimator (FDOT D2)	31
Kerry Travilla	Acquisition / Relocation Agent	10
Jaaron Barrett	Acquisition / Relocation Agent	1
Sandra Carey	Property Management Agent	1
Josh Eaton	Sr. Acquisition / Relocation Agent	16
Patricia Donaldson	Controller / Invoicing	25
Total		665 YEARS

State of Florida

Department of State


I certify from the records of this office that AMERICAN ACQUISITION GROUP, LLC. is a limited liability company organized under the laws of the State of Florida, filed on December 18, 2003.

The document number of this limited liability company is L03000054482.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on January 25, 2024, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of January,
2024*




Secretary of State

Tracking Number: 2133339764CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RON DESANTIS GOVERNOR

JARED W. PERDUE, P.E. SECRETARY

July 13, 2023

D. Wade Brown, President/CEO
AMERICAN ACQUISITION GROUP, LLC
771 North Sherrill Street, Suite B
Tampa, Florida 33609

Dear Mr. Brown:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 21 - Acquisition, Negotiation, Closing, and Order of Taking

Group 24 - Acquisition Relocation Assistance

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Table with 7 columns: Home/Branch Overhead, Field Overhead, Facilities Capital Cost of Money, Premium Overtime, Reimburse Actual Expenses, Home Direct Expense, Field Direct Expense. Row 1: 167.23%, 135.53%, 0.095%, Excluded, No, 12.18%, 2.50%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Handwritten signature of Carliayn Kell

Carliayn Kell
Professional Services
Qualification Administrator

EXHIBIT III

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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 transactions.

SIGNATURE:  _____

COMPANY NAME: American Acquisition Group, LLC

DATE: 3/18/2024

EXHIBIT IV

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned __American Acquisition Group, LLC_ (Consultant) certifies, to the best of his or her knowledge, that:

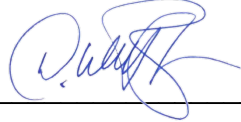
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, __American Acquisition Group, LLC_ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant’s Authorized Official _____ 

Name and Title of Consultant’s Authorized Official ___D Wade Brown, President_____

Date ___3/18/2024_____

Tab 2, Approach to Project

Understanding the Scope

The basic premise behind a general or as-needed contract for real property acquisition services, such as advertised in this RFP, is to allow Manatee County to engage the contract to meet any of the County's right of way needs as outlined in the scope of services. American Acquisition Group, LLC. (herein, AAG) is fully poised to provide all of these services. While AAG is aware this scope of services is not project specific, it understands the contract can be used for whole projects in addition to the full range of right of way services that will be needed throughout the County. AAG has worked extensively for Polk County, the City of Lakeland, the Polk Regional Water Authority and within the State of Florida, and is keenly aware of the right of way issues unique to the area. AAG understands the differences involved with County CIP projects and Federal / State funded projects involving land acquisition, and working with County and Prime on developing required scope to ensure compliance to funding requirements and state statutes.

It is relevant to state that AAG understands the "roadmap" for these services is founded in the consultants knowledge, skills, and abilities in the application of the Uniform Relocation and Acquisition Policies Act of 1970, as amended, Code of Federal Regulations 49 part 24, and state and local statutes as they pertain to each project. In particular, AAG is experienced with and currently under similar contract with FDOT District 1 which is the governing state district for Transportation projects involving Polk County; thus we would qualify the County for any LAP agreements that may arise involving state or federal funding.

Encouraging to the County should be the fact that AAG is **experienced with Polk County staff and policies through providing these same services**. In addition we have similar contract experience with Districts One, Two, Three, Four, Seven and the Turnpike of the Florida Department of Transportation. This fact, performance ratings in the 90th percentile, and the number of district wide contract renewals is documented attestation for the firm's sound ability to perform in the as-needed purview. In addition to Polk County, AAG enjoys similar experience at the municipal level throughout Florida. AAG's well-received experience and reputation with this type of contract is apparent and we intend to deliver as the best consultant resource for Polk County.

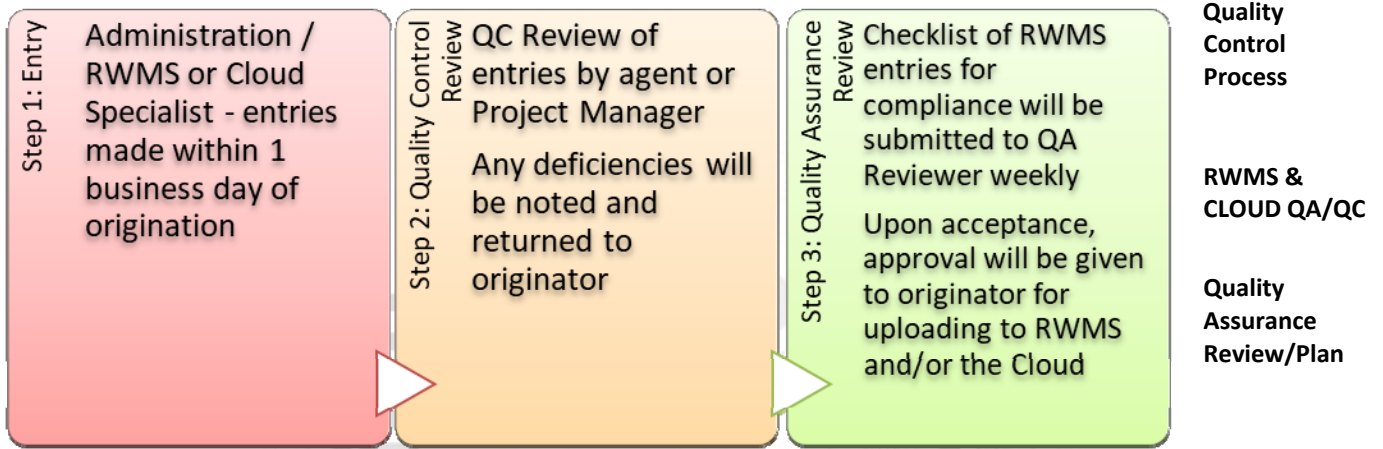
AAG's total awareness of the project scope and our **ability to identify** and **understand** unique issues and situations is not only a testament to the staff we have proposed but to the continuing focus of AAG's management for a complete, comprehensive and coordinated effort to make every project we have a total success.

Typical Project Approach

- Work Assignment proposal, negotiation, acceptance and execution; subagreement execution and NTP
- Kickoff Meeting with County, Prime and AAG Team to review project for design questions, engineering clarifications and to develop schedule
- Appraisal inspection and owner contacts
- Appraisal submittal to County BOCC for approval to make offers
- Offer packages mailed certified to impacted property owners to last known address on the tax roll or made in-person at the owner's request
- Owner Negotiations
- Weekly status report submitted to Prime and County
- Review all counter offer recommendations
- Purchase Agreements for BOCC approval or condemnation suit package submitted to CAO for unsuccessful negotiations; Resolution required by BOCC to proceed with eminent domain
- Closings on accepted purchase agreements or acquisition through condemnation (Orders of Taking)
- File retirement to County

Quality Assurance / Quality Control Program

The following is a snippet from our QA/QC plan. This summary below is to adhere to page limitations in the RFP.



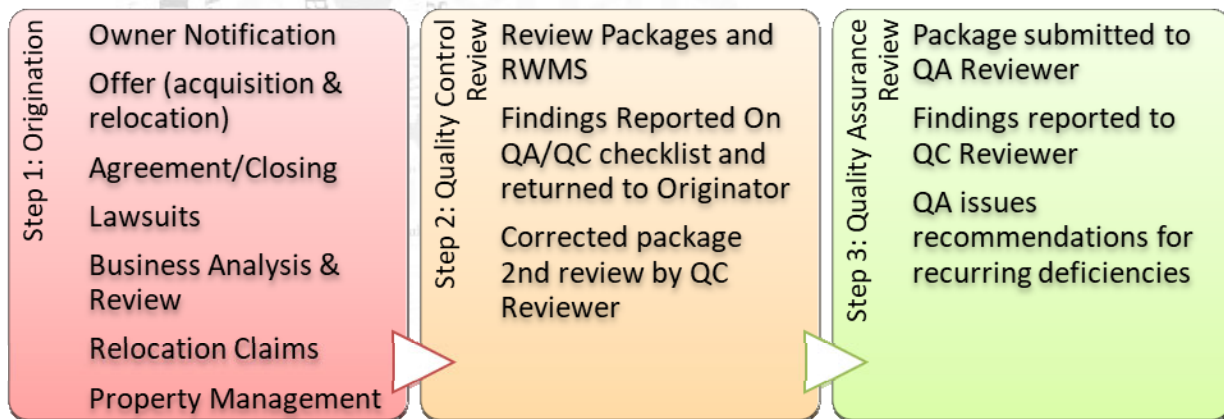
- The Quality Assurance process will consist of planned and systematic checks of the overall system to meet quality requirements. The Project Manager will routinely ensure that the QC process is adhered to by:
- Auditing Agent files to verify the Quality Assurance Review Forms are being completed as activities are concluded. This will be accomplished monthly. The attached QA Worksheet will be utilized. (see Attachment "A")
- A mandatory QA Review shall be conducted at a minimum of every six (6) months and the consultant shall prepare a report summarizing the results of this Review for presentation to the FDOT Project Manager.
- Consultant shall conduct Quality Assurance (QA) Reviews of the Department's Records Management and electronic files to ensure compliance with requirements cited in the Scope of Services.
- Project Manager will conduct a monthly review of all RWMS entries in conjunction with a review of the Cloud.
- Project Manager will actively monitor the Production Status Report

Control of Sub-consultants and Vendors

American Acquisition Group, LLC will utilize only those sub-consultants and vendors which have been qualified by FDOT and have the required license(s) to perform all work assigned tasks. They will demonstrate the skill, experience, ability and professionalism necessary to conduct business with the FDOT. Approved sub-consultants will be required to conform to the AAG QC/QA Plan, schedules and attend or be included in all team meetings.

QA / QC Summary

- R/W staff will ensure data based system (if any) is updated on a timely basis to assure Project Status Report (PSR) is accurate prior to distribution.
- Initial kickoff meeting with all



project stakeholders to ensure understanding of internal process, procedures, scheduling and protocol, together with AAG weekly staff meetings for status updates, and monthly status meetings with client to be conducted to review each phase of areas that require QA/QC review.

Tab 3 – Experience, Expertise, Personnel & Technical Resources

Experience, Expertise, Personnel & Technical Resources

1. Polk Regional Water Cooperative – SELFA Project
Polk County, FL
Client Representative: Mary Thomas, Carollo Engineering (mthomas@carollo.com) / 407-399-5385
-320 parcel project for pipeline permanent and temporary easements throughout Polk County for new alternative water source
- Scope: title, appraisal, appraisal review, project management, negotiations, closing, condemnation support in compliance to the Uniform Relocation Act.
- \$5,000,000 cost started in 2019 and anticipated to be complete 2025
- Subconsultants for title and appraisal; appraiser was CBRE proposed for this project.
2. US 98 – Florida Department of Transportation
Lakeland, FL
Client Representative: Cathy Gardyasz, Deputy R/W Mgr. (Catherine.gardyasz@dot.state.fl.us) / 863-519-2366
-51 parcel project for widening of US 98 from N of W. Socrum Loop Road to S of CR 54
-Scope: project management, negotiations, relocation, condemnation support, closing in compliance to the Uniform Relocation Act.
-\$500,000 cost started in 2022 and anticipated to be complete end of 2024
3. I-275 / SR 60 – Florida Department of Transportation
Tampa, FL
Client Representative: Bill McTeer, Project Mgr. (bill.mcteer@dot.state.fl.us) / 813-975-6735
-assigned 12 parcels and 50+ relocations involving whole takes of multi-million dollar commercial property in the notable Westshore Business District to accommodate widening of I-275 and SR 60 from new expansion of the Howard Frankland Bridge to the Tampa Airport.
-Scope: project management, negotiations, relocation, closing, condemnation support in compliance to the Uniform Relocation Act.
-\$250,000 cost started in 2014 and completed 2023

KEY STAFF PROPOSED

AAG has been working in Polk County since 1998 through projects with the Florida Department of Transportation District 1, Polk County, the City of Lakeland and most recently with the newly formed Polk Regional Water Authority. AAG offers 30+ professional right of way agents but the following is our proposed personnel for the projects in this RFP. They are experienced working with Polk County Land Acquisition staff.

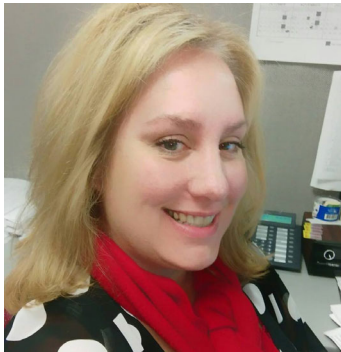
- Ashleigh Schneider, Project Manager
 - 25 years experience in right of way acquisition projects in compliance to the Uniform Relocation Act
 - Overseen projects in the last 5 years for FDOT involving over 250 parcels and relocations
 - Currently serving as Project Manager/Lead Agent on the CR-542 at Combee Road intersection improvement project in Lakeland, FL. Previously served as Project Manager/Lead Agent for numerous projects including: Gibson Oaks Water Pipeline (Lakeland), Galloway Road @ Sleepy Hill Road

Roundabout (Lakeland), CR-542 @ Holly Hill Road/Orchid Drive (Davenport), Chestnut Road Sidewalk (Lakeland) and Crews Lake Road Sidewalk (Lakeland). To date, all parcels have been acquired by negotiated settlement.

- Her direct knowledge of Polk County procedures and familiarity with County staff will be asset to County in selection of AAG for these projects.
- Licensed Florida Real Estate Sales
- Zabrina Meneses and Rossanna Asencio, Right of Way Agents
 - Zabrina and Rossanna are part of Ashleigh's Team who has direct experience working on Polk County projects with Ashleigh
 - Both agents have combined 12 years experience in land acquisition negotiations, closing and condemnation suit in compliance with the Uniform Relocation Act.
 - Resumes attached; Licensed Florida Real Estate Sales
- Stephen Cross, SR/WA , Review Appraiser
 - Mr. Cross has over 36 years of experience in all aspects of appraising properties for government agencies and individuals. Effective management of small and large-scale projects for cities, counties, North Carolina and Florida DOT, IRS and private individuals including, transportation and engineering services, planning, right-of-way acquisition and appraisal services, eminent domain, and expert witness testimony. Appraised properties for airports, road projects, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites. State-Certified General Real Estate Appraiser #RZ2405.
- Nick Chop, MAI, Appraiser (CBRE subconsultant)
 - State-Certified General Real Estate Appraiser #RZ2660, has 27 years of litigation appraisal experience, will be the principal appraiser of record and project manager. The principal appraiser of record is responsible for coordinating the inspection of properties impacted; selecting the market data to be utilized; determining the potential studies needed; coordinating the sub-consultants' delivery schedules and completing a review and ultimate approval of each sub-consultant report prior to inclusion with the final appraisal report. All work necessary that is included in an appraisal report is the responsibility of the principal appraiser of record. After the appraisal is completed and accepted, the principal appraiser of record will support the County's acquisition in any litigation effort. Currently working with AAG on the PRWC and City of Lakeland projects.

Ashleigh J. Schneider

Project Manager/Suit Coordinator



Ms. Schneider has significant experience managing and conducting negotiations for the purchase of land and easements from private property owners for a variety of project types, including interstate, roadway, utility and pipeline. Experienced in right of way acquisition, relocation assistance, property management, suit preparation, contract negotiation, staff supervision, budget administration and management of

all project phases. Possesses an in-depth understanding of Engineering plans, land titles, property surveys, right of way mapping, valuation methods, suit requirements, mortgage/loan documents, closing procedures and other legal documents pertaining to real property transactions. Fully capable of working with customers of all types, including individuals, representative legal counsel, trusts, business entities, as well as government agency representatives. An adaptable, fast learner, who is able to quickly discern and follow State and Federal regulatory requirements.

Relevant Experience:

FDOT District 5 (October 2022 - Present)

Joseph Bracken, FDOT D5 R/W Manager (386-943-5072)

Currently serving as Project Manager for the Ellis Road, SR-50 and SR-400 (I-4) roadway widening projects. Duties include leading AAG team, coordinating acquisition and relocation (business and residential) and assisting with title review, complicated negotiations and suit prep.

Osceola County (October 2021 – Present)

Sally Myers, R/W & Asset Manager (407-742-0502)

Currently serving as Project Manager for the Partin Settlement Road, Cyrils Drive and Poinciana Boulevard roadway widening projects. Duties include leading AAG team and coordinating acquisition activities with the County's Management, Legal, Appraisal, Design and Survey teams.

Polk County (September 2019 – Present)

R. Wade Allen, Real Estate Services Administrator (863-534-2577)

Currently serving as Project Manager/Lead Agent on the CR-542 at Combee Road intersection improvement project in Lakeland, FL. Previously served as Project Manager/Lead Agent for numerous projects including: Gibson Oaks Water Pipeline (Lakeland), Galloway Road @ Sleepy Hill Road Roundabout (Lakeland), CR-542 @ Holly Hill Road/Orchid Drive (Davenport), Chestnut Road Sidewalk (Lakeland) and Crews Lake Road Sidewalk (Lakeland). To date, all parcels have been acquired by negotiated settlement.

Years of Experience: 25

Education:

B.S., Business Administration
Maryville University – St. Louis

Licensure/Certification:

FL Real Estate Salesperson - #SL3297077
NC Provisional R.E. Broker - #315415

Florida Notary Public – Commission No.
GG231400

Designations/Affiliations

Former President, IRWA Chapter 37

Former Education Chair, IRWA Chapter 37

Former Region 3 Representative to IRWA
International Local Public Agency
Committee



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

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

SCHNEIDER, ASHLEIGH JILL

6499 SOUTHEAST HELD COURT
STUART FL 34997

LICENSE NUMBER: SL3297077

EXPIRATION DATE: MARCH 31, 2026

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

ISSUED: 02/17/2024

Do not alter this document in any form.

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



Zabrina Meneses

Consultant Right of Way Agent



Ms. Meneses is currently serving our clients and property owners in Florida as a bilingual Right of Way Agent. She is responsible for acquiring residential properties from property owners, occupied by property owners, tenants and businesses, which are needed for a variety of projects. Previously, she served as a Right of Way Property Management Agent responsible for lease management including surplus request, collecting payments, and routine

inspections, in addition, Ms. Meneses worked to solve encroachment issues and was responsible for completing project reviews for certification prior to construction.

Experience:

Acquisition Agent for American Acquisition Group, LLC – December 2021 to Present

Assist in acquiring residential properties occupied by property owners or tenants to include the review of right of way maps, appraisal reports, and title reports. Assist in negotiating settlement with property owners and/or their counsel, coordinate closing, and prepare condemnation suit information as needed. Assist with relocation assistance to include preparation of the replacement housing payment calculations and relocation claims. Review and complete asbestos survey reports, forms, schedule and oversee demolition sites and demolition documents. Assist in the preparation of Quality Assurance Reviews.

- Partin Settlement Road – Osceola County
- Cyrils Drive – Osceola County
- Poinciana Boulevard – Osceola County
- Hill Avenue Sidewalk – Volusia County
- Turnbull Bay Road – Volusia County
- Atlantic Avenue – FDOT District 4

Property Management Agent, Right of Way, FDOT District 4 – October 2018 to December 2021

Prepared necessary conveyance documents for sale or temporary surplus to other government agencies or general public; resolved pending utilities issues; facilitated requests to purchase or lease state-owned vacant land; superintended demolition; asbestos survey and asbestos abatement; tracked and collected rents and insurance certificates for leases; performed routine inspections of leased properties to ensure lessee remains in compliance; resolved code enforcement issues; reviewed projects prior to construction certification and address any encroachments or conflicts; organized all documents for QA of closed files to ensure that all proper documentation is available as required by law. Contact: Carlos Martinez, FDOT Deputy R/W Manager, (954) 777-4564

Years of Experience: 21 years

with Firm 4 years
with other Firms & Agencies: 17 years

Registration/Certification:

FL Real Estate Salesperson – #SL3087137
NAR Member # 261084800

Education:

Vern Roberts Environmental Training, Inc.
Asbestos Survey & Mechanical Training – Asbestos
Management Training - 2019
South Florida Regional Transportation Authority,
Contractor Safety Training - 2019
Affordable Real Estate School, Professional Licensed
Realtor - 2004
Southeastern Academy, Major in Air / International
Travel and Tourism Industry 1992-1993



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

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SL3087137 ISSUED: 01/10/2024
 REAL ESTATE SALES ASSOCIATE
 MENESES, ZABRINA

 Signature
 LICENSED UNDER CHAPTER 475, FLORIDA STATUTES
 EXPIRATION DATE: MARCH 31, 2026

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE**

LICENSE NUMBER: SL3087137

EXPIRATION DATE: MARCH 31, 2026

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

MENESES, ZABRINA
2311 ARDON AVE
ORLANDO FL 32833



ISSUED: 01/10/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Rossanna Asencio

Acquisition/Relocation/Property Management Agent



Ms. Asencio is a well-qualified and result-oriented bilingual right of way agent with specialty expertise in Right of Way Property Management. Her property management expertise includes over a decade of experience dealing the financing, marketing, management, and sales of real estate.

EXPERIENCE:

Acquisition Agent – December 2021 to Present

Negotiate the acquisition of parcels for roadway improvement projects, including review of right of way maps, title reports and appraisal reports. Represent public agency clients in settlement negotiations with property owners and/or their counsel, coordinate closings, and prepare condemnation suit information as needed. Assist with relocation assistance, including preparation of replacement housing payment calculations and relocation claims. Review and complete asbestos survey reports, forms, schedule and oversee demolition sites and demolition documents. Assist in the preparation of Quality Assurance Reviews.

- **Florida Turnpike Enterprise**
 - Suncoast Parkway 2 (Citrus County)
 - Central Polk Parkway (Polk County)
- **FDOT District 5**
 - Ellis Road (Brevard County)
 - State Road 50 (Sumter County)
 - State Road 400 (Osceola County)
- **Osceola County**
 - Partin Settlement Road
 - Cyrils Drive
 - Poinciana Boulevard
 - Jack Brack Road Extension
- **Polk County**
 - Chestnut Road Sidewalk

Consultant Right of Way Agent, Florida Turnpike Enterprise Property Management (July 2021 – December 2021)

- Negotiate and manage the sale, donation, or exchange of surplus properties to include the preparation of the agreements, addendums, review of appraisal reports, titles, conveyance documents, and closing statements while ensuring the compliance with State and Federal regulations, policies, and procedures
- Manage and administer Florida's Turnpike Enterprise Parcels to include the inventory, inspection, maintenance, and tracking of parcels

Years of Experience: 7

With Firm: **2 Years**

With Other agencies: **5 Years**

Education:

Associate Degree in Database Administration,
Valencia Community College 2002

Bachelor in Database Management,
Oracle University 2004

Licensure/Certification:

Florida Real Estate Brokers License
#SL3316509
IRWA Member #7940603 Chapter 26
Certified Asbestos Management
Planner
Certified Asbestos Survey and
Mechanical (Inspector) #02162136PM



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

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

ASENCIO, ROSSANNA

2514 RED BERRY WAY
OCOEE FL 34761

LICENSE NUMBER: SL3316509

EXPIRATION DATE: SEPTEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Stephen J. Cross, SR/WA

Appraiser



Mr. Cross has over 36 years of experience in all aspects of appraising properties for government agencies and individuals. Effective management of small and large-scale projects for cities, counties, North Carolina and Florida DOT, IRS and private individuals including, transportation and engineering services, planning, right-of-way acquisition and appraisal services, eminent domain, and expert witness testimony. Appraised properties for airports, road projects, storm water drainage, public utilities, sewer and water easements, rapid infiltration basins, Fire Administration facility, fire station sites and various Parks and Recreation Division sites.

Years of Experience: 36

Education:

University of Central Florida
Bachelor of Science Degree in
Business Administration majoring
in Finance, 1983

Licensure/Certification:

North Carolina, Certified General
Real Estate Appraiser, A8355
North Carolina, Real Estate Broker
#307217

FL State-Certified General Real
Estate Appraiser – RZ2405

FL RE Broker – BK149670

Designations / Affiliations

IRWA, Chapter 26 International

PROFESSIONAL EXPERIENCE

American Acquisition Group (AAG) 2018 to present

- Senior Appraiser

RTD Group, 2008 to 2018 (AAG acquired RTD Group on April, 2018)

- Vice President, February 2017 to 2018
- Right of Way Director, 2009 – February 2017
- Senior Appraiser, Right-of-Way Department, Florida's Turnpike Enterprise, 2008 – 2009

Orange County Real Estate Management Division, 1986 – 2008

- Review Appraiser, 1992 – 2008
- Staff Appraiser, 1990 – 1992
- Acquisition Agent, 1986 – 1990

KEY RELEVANT PROJECTS:

- FDOT D-1 Cost Estimates
- FDOT D-1, Surplus Property Appraisals in Arcadia, DeSoto County
- FDOT D-2, SR 20 from Alachua C/L to SW 56th Avenue, 92 Appraisal Reviews
- FDOT D-2, SR 212 (US 90 / Beach Blvd.) from F.O.P. Way to Ryar Rd., 20 Appraisal Reviews
- FDOT D-3, Cost Estimate US 231 (US 98 to SR 20) in Bay County
- FDOT D-7, Cost Estimate 50 from US 301 to Hernando/Sumter County Line
- Florida's Turnpike Enterprise, Cost Estimate for Suncoast Parkway II, 550+ parcels
- City of Tampa, 34th St LAP project, ROW Appraisals and testifying at Order of Takings
- City of Tampa, West Cypress St Improvements, ROW Appraisals
- Hillsborough County Aviation Authority, (TIA) Appraisal Review, Drew Park
- Polk Regional Water Cooperative, Cost Estimate for 685 parcels
- Sarasota School District, multiple Appraisals for proposed School Sites
- Central Florida Expressway, (CFX), Osceola Parkway Extension-Northeast Connector Expressway, multi-corridor with 1,458 parcels, Osceola Parkway Extension, Orange County, 141 parcels, Osceola Parkway Extension-Southport Connector, 184 parcels, Poinciana Parkway Extension I-4 Connector, 539 parcels, SR 408 Eastern Extension, 241 parcels
- Sumter County, Appraisals for CR-468 and Florida's Turnpike proposed turnpike Interchange



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

CROSS, STEPHEN J

12703 GEORGIA AVE
ASTATULA FL 34705

LICENSE NUMBER: RZ2405

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

REQUEST FOR PROPOSAL (RFP)

For Small Drainage Project

March 19, 2024



Prepared For:

Wade Brown, President | Chief Executive Officer
American Acquisition Group, LLC
711 North Sherrill Street, Suite B
Tampa, Florida 33609
T: (813) 287-8191
E: wade@americanacquisition.com

Prepared By:

Nick Chop, MAI, R/W-AC, Director
CBRE, Inc.
111 West Oak Avenue, Suite 100
Tampa, Florida 32202
T: (813) 229-3111
E: nick.chop@cbre.com



Nick Chop, MAI, R/W-AC
Director

111 West Oak Avenue
Suite 100
Tampa, Florida 32202

CBRE, Inc.
Valuation & Advisory Services

nick.chop@cbre.com
www.cbre.com

Wade Brown
President | Chief Executive Officer
American Acquisition Group, LLC
711 North Sherrill Street, Suite B
Tampa, Florida 33609
(813) 287-8191
wade@americanacquisition.com

Mr. Brown,

We are pleased to present to American Acquisition Group, LLC the following response to the Request for Proposal (RFP) for Small Drainage Project, released March 18, 2024 with a submission deadline of Tuesday, March 19, 2024. We are well-equipped to provide professional appraisal services in support of the county's Procurement Department.

CBRE professionals have provided appraisal services for various public and private entities in numerous areas of the southeastern United States. These include completing market analysis and appraisals for oil & gas pipelines, road & highway projects, high voltage electric transmission lines, rail projects, water lines, and other projects which involve the acquisition or disposition of real property. In connection with these projects, CBRE professionals have also served as expert witnesses in county, state, and federal courts.

CBRE's efforts will be centered on a profound respect for Property Rights. This includes both the private property owner's right to full use and enjoyment of their property and the condemnor's right to acquire all necessary property rights for public use. This perspective will guide CBRE's efforts to value real estate and to minimize the cost of litigation.

CBRE Director, Nick Chop, MAI, R/W-AC is authorized by CBRE to contractually obligate our organization and negotiate the contract on behalf of CBRE, Inc. Mr. Chop can be reached at the contact information referenced in our letterhead and via telephone at (813) 229-3111.

Attached you will find our response to this opportunity. We certify that all of the information submitted within this response is accurate. Should you have any questions please contact us at the number listed below and we appreciate this opportunity to be of service.

Best regards,

CBRE
VALUATION & ADVISORY SERVICES

Nick Chop, MAI, R/W-AC
Director
T: (813) 229-3111
nick.chop@cbre.com

TABLE OF CONTENTS

- FIRM OVERVIEW 1
- PROJECT TEAM 2
- PROJECT EXPERIENCE 4
- PROJECT APPROACH & METHODOLOGY 6
 - Demonstrated Understanding Of The Scope Of The Project 6
 - Appraisal Process 6
 - Project Approach 8
 - Non-Eminent Domain Related Appraisals..... 8
 - Eminent Domain/Condemnation Related Appraisals..... 8
 - Appraisal Reports/Formats..... 9
 - Quality Assurance/Quality Control..... 9
 - Right-Of-Way Testifying Expert Review 9
 - CBRE Management Review..... 10
 - Right-Of-Way Scrub Review 10
- CONCLUSION..... 11
- ADDENDA..... 12
 - Key Personnel Qualifications & Licensing 13

FIRM OVERVIEW

The applicant is CBRE, Inc. Valuation & Advisory Services (VAS) Group. CBRE, Inc. is the largest commercial real estate services and investment firm in the world tracing its roots to San Francisco in 1906. CBRE is based in Dallas, Texas and operates more than 500 offices worldwide and has clients in more than 100 countries. Likewise, the proponent's VAS group represents the largest appraisal firm in the world with more than 1,900 valuation professionals, completing in excess of 470,000 real estate valuation and advisory assignments each year. Proponent's principal office and office responsible for appraisal services for this project will be in 111 West Oak Avenue, Suite 100 Tampa, Florida 32202.

Additionally, CBRE is publicly traded, operates as a corporation, and has been a Fortune 500 company since 2008 (ranked #126 in 2023). CBRE, Inc. rose to #4 on the Baron's 2023 list of 100 most sustainable companies in the U.S., out of the 1,000 largest publicly traded companies by market value. CBRE was the #1 real estate company on the list, which recognizes U.S. corporations that outperform their peers on issues related to employee relations, ethical practices, community support and shareholder performance. Also, CBRE has also been ranked as the top real estate brand by The Lipsey Company for 21 consecutive years.

Our large staff allows for extreme flexibility in scheduling, as well as quick response and delivery times. Our highly qualified staff are well versed in the appraisal of all property types including land (commercial, residential, farms, ranches, etc.), retail, industrial, office, and multifamily. We are also experienced in the valuations of subdivisions, self-storage facilities, and special purpose assets such as schools or churches.

CBRE valuation team members have access to all of the latest technology and software. Our analysts/appraisers utilize Argus Enterprise (AE), Argus Asset Management, Flood Insights, NDC Data, RealFacts, Costar, ESRI, Real Capital Analytics, Hoovers, Hanley Wood Market Intelligence, LoopNet, RealQuest, RealData Apartment Insights, all major Multiple Listing Services and Marshall Valuation Service. Our appraisers also have access to robust in-house research and GIS departments which provides our team members with the most current real estate information available.

CBRE also uses the most current file sharing software. This allows us to receive and transmit large electronic files such as title work, CAD drawings, plats, images, as well as provide seamless and efficient electronic delivery of our appraisal reports to clients.

Our project approach is simple – “get it right the first time”. We accomplish this by following an efficient framework and step-by-step protocol from project kickoff to completion. The protocol includes a detailed process from the initial file set up, property inspection, research, analysis, valuation, and report delivery.

Quality & Risk Management (QRM) are critical to the completion of an accurate, supportable, and defensible appraisal. Our QRM control protocol includes an internal peer review completed by an appraiser who holds the MAI designation.

CBRE has a proven track record providing right-of-way appraisal and appraisal review services for various right-of-way projects across the country. We are well qualified and have the expertise necessary to complete valuation and advisory services for American Acquisition Group, LLC on behalf of Polk County.

PROJECT TEAM

CBRE, Inc. is pleased to present our assembled team with a proven track record to perform appraisal services. We also have numerous other qualified team members that can be assigned to projects depending on the scope and timeframe of the projects.

Appraiser of Record/Project Manager

Nick Chop, MAI, R/W-AC, State-Certified General Real Estate Appraiser #RZ2660, has 27 years of litigation appraisal experience, will be the principal appraiser of record and project manager. The principal appraiser of record is responsible for coordinating the inspection of properties impacted; selecting the market data to be utilized; determining the potential studies needed; coordinating the sub-consultants' delivery schedules and completing a review and ultimate approval of each sub-consultant report prior to inclusion with the final appraisal report. All work necessary that is included in an appraisal report is the responsibility of the principal appraiser of record. After the appraisal is completed and accepted, the principal appraiser of record will support the City's acquisition in any litigation effort. The principal appraiser of record is available for:

- a. Pre-trial or pre-hearing preparation.
- b. Participation in mediation proceedings.
- c. Preparation of court exhibits.
- d. Attendance at depositions, pre-trial hearings, or other court hearings.
- e. Appearance at Order of Taking hearings or trials.
- f. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the City's position in court (planning, engineering, architectural, etc.).

Additional information relative to Mr. Chop's qualifications and state certification can be found in the addendum of this response.

Senior Appraiser/Manager

Justin S. Markley, MAI, CCIM, State-Certified General Real Estate Appraiser #RZ3488, has 11 years of commercial appraisal experience. He has specialized in eminent domain valuation exclusively for the last three years. He has worked with FDOT in Districts 2, 5, 7, the Turnpike and for city and county governments. Mr. Markley has a FDOT District Wide Contract with District 7. Mr. Markley has additional transactional experience in retail and office valuations as well as ad valorem tax appeal and consultations. He has worked additionally on various projects for St. Johns River Water Management District, Florida Department of Environmental Protection and various county land trusts.

Additional information relative to Mr. Markley's qualifications and state certification can be found in the addenda of this response.

Senior Appraiser/Manager

Todd Johnson, State-Certified General Real Estate Appraiser #RZ2156, has 30 years commercial appraisal experience. He has worked with FDOT in Districts 1, 2, 3, 5, 7, the Turnpike and for city and county governments. Mr. Johnson has a FDOT District Wide Contract with Districts 3, 5, 7 and the Turnpike. Mr. Johnson's experience also includes preparing appraisals for litigation support, financial institutions, state agencies, and individuals. He is qualified as an expert witness in the Middle District of Florida and has supplied expert witness testimony in eminent domain cases.

Additional information relative to Mr. Johnson's qualifications and state certification can be found in the addenda of this response.

Additional Senior Appraisers

Tommy Whitelaw has real estate valuation experience specializing in eminent domain valuation, commercial real estate and consulting. Appraisal/valuation and consulting assignments include retail buildings and shopping centers; office buildings; industrial buildings; multi-family buildings; religious and special purpose properties and vacant industrial, commercial and residential land. Assignments have been concentrated throughout the state of Florida.

EJ Murdock is Vice President of Valuation & Advisory Services and has over 8 years of real estate appraisal, appraisal review and consulting experience. A majority of Mr. Murdock's career has centered around litigation support, primarily in the area of eminent domain valuation. His experience has primarily focus has been in North Carolina up to this point, he has recently relocated to Central Florida and wishes to expand his eminent domain valuation experience throughout the state of Florida.

Mr. Murdock has performed real estate valuations and reviews of fee simple, easement, produced appraisals on all types of residential and commercial properties, including but not limited to single family, multifamily units, undeveloped tracts, commercial sites, agricultural sites, industrial sites, office building, retail stores, restaurant, service station, hotel, industrial warehouse and nursing home.

Mr. Murdock has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing roadway expansions and public utility lines.

Mr. Whitelaw and Mr. Murdock will assist the principal appraiser of record and project manager with research, verification of subject and market data, study preparation, and draft preparation of appraisal reports. They will assist and coordinate along with the project manager and sub-consultant in resolving appraisal problems. This may also include developing a potential cost-to-cure or additional analyses in the before valuation. The senior appraiser will not be responsible for the final selection of market data and/or the value estimate. They will also be available for staff personnel to answer questions during the appraisal and acquisition process and support for the County's legal counsel or litigation.

Additional information relative to Mr. Whitelaw's and Mr. Murdock's qualifications and state certification can be found in the addenda of this response.

Associate Appraiser/Research Assistant

Travis Oswald and Drew Johnstone will provide support data for the Senior Appraisers and to the Appraiser of Record. Associate Appraisers will be involved in the actual preparation of the appraisal report and in any valuation analysis.

Support/Administrative Staff

The support/administrative staff will be responsible for coordinating initial subject data into physical and electronic files, provide contract support and process invoices.

PROJECT EXPERIENCE

CBRE is extremely familiar with Polk and has completed over 792 assignments within the county over the last 36 months. Within the state of Florida, CBRE has completed approximately 17,512 valuation and advisory assignments over the same timeframe. These assignments involved a variety of commercial properties including, multifamily, single and multitenant office, single and multitenant industrial, single and multitenant retail, subdivisions, unimproved land, convenience stores, self-storage facilities, automotive dealerships, special purpose properties, etc.

CBRE's extensive experience combined with our depth and breadth of staffing differentiates our firm from others in the market. CBRE's southeastern team consists of 4+ appraisers that specialize in various property types with numerous team members with experience condemnation/eminent domain-related projects. Our team members are qualified and routinely provide litigation support and expert witness testimony if needed.

CBRE's clients include numerous public entity clients including many state, county, and local municipalities. CBRE has a proven track record for completing appraisals for public entity clients across the state of Florida and has high performance results.

Below is a partial list of comparable project experience.

- **Chaffee Road Project (Appraisal)** is located in Jacksonville, Duval County and the client is HDR. HDR is the Acquisition Agent for the City of Jacksonville. The project is for roadway improvements associated with Chaffee Road. Our client contact person is Janae Barbeau, Southeast Real Estate Director, HDR (404-601-8659; Janae.barbeau@hdrinc.com). Our contact person for the City of Jacksonville is Mr. Christopher M. Garrett, Chief of the General Litigation Department (904-690-7092; garrettc@coj.net). The budget cost of services is approximately \$320,000 and started in October 2022 and continues. This is an 80 parcel (included fee and temporary construction easement acquisitions) right-of-way project. Most of the assignments are for transitioning rural residential parcels and a scattering of commercial parcels. The Appraisal Reports included mostly land and affected improvements with minor cost-to-cures and land and improvements that required a full before and after valuation with a major cost-to-cure required. Our main scope of services is for the valuation of the individual subject parcels, potential testimony, assistance and support for the Acquisition Agents for negotiation and acquisition.
- **Boggy Creek Road Project (Appraisal)** is located in Kissimmee, Osceola County and the client is Independence for Osceola County. The project is for roadway improvements associated with Boggy Creek Road. Our client contact person is Rick Joslin, SR/WA, Independence Acquisition & Appraisal, LLC (813-773-5400; rjoslin@iaallc.com). Our contact person for Osceola County is Ms. Sally Meyers, Right-of-Way & Asset Manager, Osceola County Board of County Commissioners with a phone number of 407-742-7621 and an email address of sally.meyers@osceola.org. The cost of services was approximately \$375,000 and was started in May 2022 and was completed in April 2023, a month ahead of schedule. This is a 75 parcel (included fee, permanent easement and temporary construction easement acquisitions) right-of-way project requiring that the Appraisal Reports to be completed in FDOT's report format according to Supplemental Standards 6.2. Most of the 50 assignments were for transitioning rural residential parcels and a scattering of commercial parcels. The Appraisal Reports included mostly land and affected improvements with minor cost-to-cures and land and improvements that required a full before and after valuation with a major cost-to-cure required. Our main scope of services is for the valuation of the individual subject parcels, potential testimony, assistance and support for the Acquisition Agents for negotiation and acquisition.
- **Simpson Road Project (Appraisal Review)** is located in Kissimmee, Osceola County and the client is Independence for Osceola County. The project is for roadway improvements associated with Boggy Creek

Road. Our client contact person is Rick Joslin, SR/WA, Independence Acquisition & Appraisal, LLC (813-773-5400; rjoslin@iaallc.com). Our contact person for Osceola County is Ms. Sally Meyers, Right-of-Way & Asset Manager, Osceola County Board of County Commissioners with a phone number of 407-742-7621 and an email address of sally.meyers@osceola.org. The cost of services was approximately \$27,450 and was started in May 2022 and completed in August 2022. This was a 9 parcel (included fee, permanent easement and temporary construction easement acquisitions) right-of-way project requiring that the Appraisal Report Reviews to be completed in FDOT's Review Appraiser's Statement format according to Supplemental Standards 6.2. All of the Appraisal Report Reviews were for residential parcels that were land and affected improvements with some requiring a minor cost-to-cure. Our main scope of services is for the appraisal review of the individual subject parcels, potential testimony, assistance and support for the Acquisition Agents for negotiation and acquisition.

- **4322592 Interstate-95, North of J. Turner Butler to Downtown Jacksonville (Appraisal)** is located in Jacksonville, Duval County and the client is the Florida Department of Transportation, District Two in Lake City, Columbia County. The project was for roadway improvements associated with State Road 9 (Interstate-95). Our client contact person is Charles Fish, Deputy Right Of Way Manager – Valuation Services, Florida Department of Transportation with a phone number of 386-961-7494 and an email address of Charles.Fish@dot.state.fl.us. The cost of services was approximately \$420,000 and was started in mid-2019 and was finished with all litigation and parcels acquired by early 2021. This was a 110 parcel (included fee, permanent easement and temporary construction easement acquisitions) right-of-way project requiring that the Appraisal Reports to be completed in FDOT's report format according to Supplemental Standards 6.2. Most of the assignments were for rural residential parcels on both the east and west sides of the interstate. The Appraisal Reports included many before and after assignments with diminution impacts or main building improvements that were required to be removed. Our main scope of services is for the valuation of the individual subject parcels, potential testimony, assistance and support for the Acquisition Agents for negotiation and acquisition.

- **Polk Regional Water Cooperative “Southeast Wellfield and Water Production Facility”** is located in Polk County in the area of Lake Wales. The project is for new water lines traversing in an east/west travel across central Polk County. Our team has currently completed approximately 50 report assignments. Our client contact person is Mr. D. Wade Brown, SR/WA, President / CEO, American Acquisition Group, LLC, 711 N. Sherrill Street, Suite B, Tampa, Florida 33609 with a phone number of 813-230-6449 and an email address of wade@americanacquisition.com. The cost of services is estimated to be \$1,400,000 and was started in October 2022 and will be completed in the 4th Quarter of 2024. This is a 400+ parcel (mostly permanent easement acquisitions) water project requiring that the Appraisal Reports to be completed in client's report format. Most of the assignments are/will be for transitioning rural residential parcels in Polk County and some commercial parcels in Lake Wales. The Appraisal Reports included mostly land and affected improvements with minor cost-to-cures. Our main scope of services is for the valuation of the individual subject parcels, potential testimony, assistance and support for the Acquisition Agents for negotiation and acquisition.

Additional examples of our project experience can be provided upon request.

PROJECT APPROACH & METHODOLOGY

CBRE's has a successful record of completing valuations and advisory services on a variety of projects involving acquisitions of real property including residential and commercial property for roadways, oil & natural gas pipelines, electric transmission lines, drainage improvements, waterlines, sewer lines, utilities, voluntary buyouts, and other infrastructure projects.

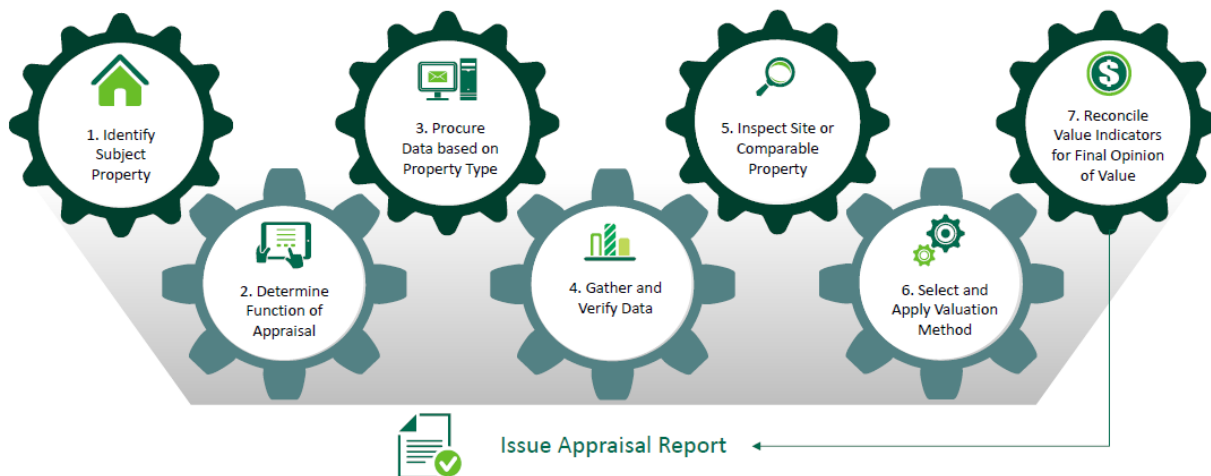
Our qualifications demonstrate our experience and ability to comply with all federal, state, county, and local requirements. Our diversified client base speaks to our past performance relative to the quality of our services as well as the timely delivery of our valuation and advisory services.

Demonstrated Understanding Of The Scope Of The Project

CBRE VAS provides appraisal services based on the scope of work and deliverable required to meet the needs of the intended user and intended use of the appraisal. This includes whether the appraisals will be used for acquisitions, dispositions, development, construction, or matters involving condemnation/eminent domain.

Appraisal Process

A general overview of the typical appraisal process is provided below. Please note that this process will be modified as needed based on the specific scope of work, appraisal requirements, intended use, and intended users.



A summary of the typical valuation process is provided on the following page. Please note that this process will be modified as needed based on the specific scope of work, appraisal requirements, intended use, and intended users.

THE VALUATION PROCESS



Project Approach

Non-Eminent Domain Related Appraisals

CBRE VAS considers all applicable approaches to value in each appraisal and uses accepted methodologies that are appropriate for the type of property being appraised. Scope of work and appraisal formats are discussed with the client in advance in order to meet with the client's objectives.

Eminent Domain/Condemnation Related Appraisals

Our efforts will at all times be centered on our profound respect for property rights. This includes both the property owner's right to full use and enjoyment of their property and the client's right to acquire all necessary property rights for public or private use. This perspective will guide our efforts toward just compensation and to allow the client to acquire rights-of-way and to minimize the amount of litigation.

Our process, once authorized, typically will follow this general framework. Please note that once engaged, we will consult with the client to customize an appraisal process to meet the needs of the contract.

Property Owner Notification (as needed): At commencement of engagement, CBRE will identify the properties to be appraised with information such as address, tax parcel identification number, owner of record, type of property, site size, and building size. Upon collection of the parcel specific information, CBRE will prepare letters to the owners of record for each parcel. These letters will outline the scope of the project and the purpose and use of the proposed acquisition in fee and/or easement. Letters will be delivered via certified mail to the owners of record within approximately one business week from commencement of engagement. CBRE will be responsible for the cost of delivery of the certified letters.

Front-End File Development: In conjunction with development of the market study if requested, our administrative staff, in conjunction with one of our ROW valuation experts, will develop individual files for each parcel in the project. Each file will contain all correspondence with property owner of record, assessor records, floodplain maps, zoning maps, surveys of the whole property and proposed acquisition, legal descriptions of the whole property and proposed acquisition, title commitments, ROW maps, easement documents, aerials, etc. Development of files is anticipated to be completed within approximately two weeks after commencement of engagement.

Inspection and Property Owner Interaction: Within one to two weeks after our administrative staff have mailed certified letters to the owners of record, we would anticipate return responses from the property owners. During this correspondence period, CBRE would attempt to set up inspections of the identified parcels. As needed, CBRE staff will send out an additional letter, via certified mail, which outlines the information which CBRE will be requesting in order to complete the appraisal assignment.

An appraiser/ROW expert will attend each property inspection and insist on providing each property owner the opportunity to articulate the project's effect on their property. This will improve the chances of delivering the most just compensation and decrease the chances of litigation. The inspections of the parcels would include an inspection of the interior and exterior of all improvements located on the parcel as well as an inspection of the proposed acquisition. However, please note that our detail of inspection will be contingent on the cooperation of the landowner of the Parcel affected by the Project.

Valuation: Applying the market data and feedback from the property inspection and meeting with the owners, the CBRE team will analyze the property and determine the just compensation due to the property owner.

The appraisal reports will be written according to the applicable requirements and guidelines with market value definition being based on current Federal and State standards. The development of the appraisal will consider all relevant facts and aspects of the property being appraised and the proposed acquisitions in fee and/or easement.

If there are damages, CBRE will estimate the cost to cure and effective age of the improvements within the proposed acquisition and any effect(s) to the remainder after the acquisition. Our analysis may utilize sources such as the Marshall & Swift Valuation Guide and/or construction cost estimates developed by outside consulting firms. Further, depending on the complexity of the appraisal assignment, CBRE, Inc. may consult with a certified land planner to determine appropriate land use plans and designs in the cost to cure and remainder after scenario.

Report Delivery: CBRE's Florida ROW Valuation Team consists of 4+ dedicated appraisers that specialize in various property types and are experienced in right-of-way projects. Additional support is provided by 8+ appraisers who are located in our Southeastern Region who have valuation experience involving multiple property types, including aviation related assets. Ultimately, we will staff the project to meet the scope of the project within the required delivery time.

We would anticipate receiving review comments (if any) from the designated representative within a reasonable time frame upon delivery of the Appraisal Report. Upon receipt of any suggested revisions, we would deliver a revised Appraisal Report within three business days, or sooner if needed.

Appraisal Reports/Formats

Appraisals formats will be based on the complexity, scope of work, and intended use of the appraisals. Appraisals will be completed in accordance with an conform to applicable standards. This could include the Uniform Standards of Professional Practice, Uniform Appraisal Standards for Federal Land Acquisitions (aka "Yellow Book"), 49 CFR Part 24/Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and others if applicable.

Quality Assurance/Quality Control

The review process is an essential part of the appraisal process. It is at this point of the assignment that critical thinking and analytical skills are utilized by an objective party to confirm or critique all aspects of the appraisal report, including the non-textual parts such as photos, maps, exhibits, addenda, etc.

CBRE Right-of-way (ROW) appraisal projects will undergo three levels of internal review:

1. Right-of-Way Testifying Expert Review
2. CBRE Management Review
3. Right-of-Way Scrub Review

Right-Of-Way Testifying Expert Review

At least one ROW Testifying Expert will be assigned to each parcel. This expert will direct appraisal assignments within the project. Professionals and Testifying Experts should discuss the assignments up front and periodically throughout to ensure all client expectations are being met. ROW Testifying Experts are selected based on their experience and credentials and should be knowledgeable in current approved methodologies and applicable case law.

The ROW Testifying Expert will ensure:

- Only client approved appraisers are assigned, inspect subject properties and complete assignments (sign the certification and report). In most cases, it is acceptable for other licensed appraisal staff to significantly contribute, if this is approved by the client and adheres to USPAP.
- Consistency is maintained within the project regarding methodology, data used, value component conclusions and value conclusions. This will be accomplished through project review and audit.

- Proper right-of-way valuation methodology is utilized. The Testifying Expert will work with assigned appraisers to resolve questions regarding right-of-way specific valuation issues, as well as current case law application.
- Compliance with State guideline.
- Proper report format utilized in the preparation of reports.

CBRE Management Review

CBRE VAS requires all appraisal reports to be reviewed by MAI-designated Management. Managers include all employees with titles of Managing Director (MD), Senior Managing Director (SMD), Executive Managing Directors (EMD) and sometimes Director.

For every assignment, the Reviewer is required to complete a thorough review of the items in the report as outlined in the VAS Practice Area Guidelines (PAG) and as endorsed by the Appraisal Institute. This review and approval is mandatory.

Key areas of review are:

- Engagement letter and required scope of work
- Unique client requirements were followed
- Applicable ownership history is presented
- All Extraordinary and/or Hypothetical Assumptions are clearly stated
- A detailed review of the entire report encompassing all sections, methodologies including damage/enhancement calculations (if any), etc.

Right-Of-Way Scrub Review

The Right-of-Way Scrub Team will consist of administrative staff that has been trained to identify ROW specific format and clerical issues within an appraisal report. Before a draft or final appraisal can be delivered to the client or an external reviewer, the report must be clerically reviewed by the ROW Scrub Team. This team will perform a final clerical review and will incorporate the project specific review sheet created by the ROW Project Manager(s). The ROW Scrub Team may not alter language or content within the report. If it is necessary to make such alterations, the report will be returned to the appraiser for revision prior to finalizing.

CONCLUSION

CBRE has a proven track record of providing valuation and advisory services for state, regional, and local governmental entities including counties, cities and other municipalities. CBRE has the knowledge and expertise to provide appraisal services and expert witness testimony.

Linking our knowledge from thousands of projects with highly coordinated research, appraisal, reporting and project management, we deliver quality, cost-effective right of way appraisals in a timely and consistent fashion.

Any questions or clarifications regarding our response can be directed to the following team member:

Nick Chop, MAI, R/W-AC
Director
CBRE Valuation & Advisory Services
(813) 229-3111
nick.chop@cbre.com

CBRE appreciates the opportunity to provide a response to this Request for Proposal (RFP).



ADDENDA

Key Personnel Qualifications & Licensing

Nick Chop, MAI, R/W-AC
Justin Markley, MAI, CCIM
Todd Johnson
Tommy Whitelaw
EJ Murdock
Drew Johnstone

Nick Chop, MAI, R/W-AC

CBRE

Director, South Region, Right-of-Way Practice Leader



T + 1 904 634 1200
nick.chop@cbre.com

225 Water Street, Suite 110
Jacksonville, FL 32202

Clients Represented

- Atkins
- City of Jacksonville
- Duke Energy
- FDEP
- FDOT (Florida)
- Florida's Turnpike
- HDR
- HNTB
- Independence Acquisition
- Jacksonville Aviation Authority
- Jacksonville Electric Authority
- Jacksonville Transportation Authority
- Manatee County
- Miami-Dade County
- NCDOT (North Carolina)
- Okefenoke Electric
- Orange County
- Orlando Utilities Commission
- Pasco County
- Polk County
- St. Johns County
- TxDOT (Texas)

Experience

Nick Chop, MAI, R/W-AC is CBRE's Right-of-Way Practice Leader for the South Region and has over 29 years of real estate appraisal, appraisal review, cost estimating and consulting experience. A majority of Mr. Chop's career has centered around litigation support, primarily in the area of eminent domain valuation. Mr. Chop has been qualified as an expert witness in several courts. Mr. Chop is an approved appraiser for FDOT (Florida), NCDOT (North Carolina), TxDOT (Texas) and TDOT (Tennessee).

Mr. Chop has performed real estate valuations and reviews of fee simple, easement, leased fee and leasehold interests of existing and proposed developments including land, retail, restaurant, hotel, self-storage, office, industrial, medical buildings, mixed use-developments, single-family subdivisions, apartment projects, automotive dealership and service facilities. Mr. Chop regularly contributes to the Appraisal Institute and the International Right of Way Association. He is the past President of his local Appraisal Institute Chapter and a current board member.

Mr. Chop has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing corridors, roadway expansions and public utility lines. Recent, notable right-of-way projects include:

- FDOT, District Seven - # 4475363 US 301 Hernando County
- NCDOT - U-5753 - Lindsay Road - Wayside Road, Raeford, Hoke County
- FDOT, District Five - #435859-4 SR 50 E. of CR 757 to Lake County Line
- NCDOT - U-4758 - Johnson St. - Sandy Ridge Rd., High Point, Guilford County
- NCDOT - P-5717 - Cornwallis Rd., Durham, Durham County
- 250+ Parcel 230-kV Transmission Line Project in Central Florida
- FDOT, District Four - #4369631 I-95 and 6th Ave., Palm Beach County
- FDOT, District Two - #4322592 Interstate-95, Duval County
- NCDOT, 13 Cost Estimates in 11 Counties representing over 2,000 parcels
- FDOT, District One - #4258432 S.R. 951, Collier County
- FDOT, District Seven - #2578623 Sam Allen Rd., Hillsborough County
- Manatee County - Moccasin Wallow Road, 95 Duval County
- JEA, Racetrack Road, St. Johns County
- Polk County, #5400114 Johnson Road, Polk County
- City of Jacksonville, The Landing Litigation
- City of Jacksonville, Jacksonville Power Plant Litigation
- Orlando Utilities Commission, Holden Avenue

Mr. Chop has consulted on and appraised property for litigation, specifically eminent domain proceedings and various valuation litigation purposes. Mr. Chop has testified as an expert witness in counties throughout Florida.

Professional Affiliations / Accreditations

- Appraisal Institute, Designated Member (MAI), Past Chapter President
- International Right of Way Association, Designated Member (R/W-AC)
- Certified General Real Estate Appraiser - Alabama (G01476), Florida (RZ2660), Georgia (351619), Maryland (33958), Mississippi (GA-1354), North Carolina (A8408), South Carolina (063020) Tennessee (5693), Texas (1380190)

Education

- Florida State University, B.S. Real Estate and Finance



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

FLORIDA REAL ESTATE APPRAISAL BD

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

CHOP, NICHOLAS FRANJO

806 RIVERSIDE AVENUE
JACKSONVILLE FL 32204

LICENSE NUMBER: RZ2660

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Justin S. Markley, MAI, CCIM

Director – Southeast Division

CBRE



T +1 904 367 2020
M + 1 904 472 9400
justin.markley@cbre.com

806 Riverside Avenue
Jacksonville, FL 32204

Clients Represented

- Atkins
- BBVA USA
- Bank United
- City of Jacksonville
- England-Thims and Miller, Inc
- Florida Department of Transportation
- Florida's Turnpike
- Hancock Bank
- HDR
- HNTB
- Iberia Bank
- Independence Acquisition & Appraisal
- JEA
- JTA
- Manatee County
- Okefenoke Electric
- Orange County
- Orlando Utilities Commission
- Pasco County
- Polk County
- St. Johns County
- Synovus Bank
- TD Bank
- TIAA
- U.S. Bank
- VyStar Credit Union
- Wells Fargo Bank

Experience

Justin S. Markley, MAI, CCIM has commercial real estate valuation experience specializing in eminent domain valuation for over 13 years. Mr. Markley is an Appraiser of Record for Florida Department of Transportation and also provides consultation, appraisals and ad-valorem tax appeals for all types of commercial real estate.

Mr. Markley has experience appraising property types including neighborhood shopping centers, retail strip-centers, office buildings, industrial, flex-space, apartment communities, self-storage facilities, churches, mixed-use developments, community development districts (CDD's), developments of regional impact (DRI's), residential subdivisions, environmentally sensitive lands, wetlands, pasture and other similar property types.

Mr. Markley specializes in the area of eminent domain/litigation valuation throughout the Southeastern United States. Mr. Markley has worked with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing roadway expansions and public utility lines. Recent, notable right-of-way projects include:

- Manatee County – Moccasin Wallow Road
- JTA – Alta Drive
- FDOT, District Two - #4322592 Interstate-95, Duval County
- FDOT, District Five - #4102511 U.S. 17, Volusia County
- FDOT, District Two - #4305422 S.R. 26, Alachua County
- FDOT, District One - #4258432 S.R. 951, Collier County
- Manatee County – 44th Avenue
- St. Johns County, C.R. 210, St. Johns County
- FDOT, District Seven - #2578623 Sam Allen Rd., Hillsborough County
- JEA, Racetrack Road, St. Johns County
- Polk County, #5400114 Johnson Road, Polk County
- City of Jacksonville, The Landing
- City of Jacksonville, Jacksonville Power Plant Litigation
- Orlando Utilities Commission, Holden Avenue

Professional Affiliations / Accreditations

- MAI - Appraisal Institute
- CCIM
- Certified General Appraiser
 - Florida
 - Georgia
 - Texas
 - North Carolina
- Licensed Real Estate Salesperson
 - Florida
- NAIOP – Member
- IRWA – Member
- Rotary Club of Jacksonville - Member

Education

- University of Florida
 - Master of Science, Management
 - Bachelor of Science



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

FLORIDA REAL ESTATE APPRAISAL BD

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

MARKLEY, JUSTIN SCOTT

806 RIVERSIDE AVENUE
JACKSONVILLE FL 32204

LICENSE NUMBER: RZ3488

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



RIGHT-OF-WAY / SOUTHEAST

Todd Johnson

Vice President, Jacksonville

M +1 904 759 7996

E Todd.Johnson@cbre.com

Clients Represented

- FDOT (Dist. 2)
- FDOT (Dist. 3)
- FDOT (Dist. 5)
- FDOT (Dist. 7)
- Florida’s Turnpike
- City of Jacksonville
- St. Johns County

Pro Affiliations / Accreditations

- Florida State Certified General Real Estate Appraiser RZ2156

Education

- Bachelor degree in Real Estate, Florida State University, 1991

Professional Experience

Todd Johnson has over 30 years’ experience exclusively in Condemnation/Eminent Domain Real Estate Valuation and Litigation Support. Clients include the Florida Department of Transportation, Florida’s Turnpike, various city and county governments as well as various utility providers.

Mr. Johnson has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing corridors, roadway expansions and public utility lines. Recent, notable right-of-way projects include:

- FDOT- Duval – Interstate 95
- FDOT – Duval – Baymeadows Road
- FDOT- Clay – CR 220
- Florida’s Turnpike – Nolte Road Interchange



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

FLORIDA REAL ESTATE APPRAISAL BD

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

JOHNSON, TODD M

2809 BLANDING BLVD
MIDDLEBURG FL 32068

LICENSE NUMBER: RZ2156

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Tommy Whitelaw

Senior Appraiser, Jacksonville, Florida

CBRE



T + 1 904 296 3000
M +1 904 504 3059
tommy.whitelaw@cbre.com

806 Riverside Avenue
Jacksonville, Florida 32204

Experience

Tommy Whitelaw, Senior Appraiser, has real estate valuation experience specializing in eminent domain valuation, commercial real estate and consulting. Appraisal/valuation and consulting assignments include: retail buildings and shopping centers; office buildings; industrial buildings; multi-family buildings; religious and special purpose properties and vacant industrial, commercial and residential land. Assignments have been concentrated throughout the state of Florida.

Professional Affiliations / Accreditations

- Appraisal Institute
- Certified General Real Estate Appraiser
 - State of Florida, Cert Gen RZ4053

Education

- University of Florida, Gainesville, Florida, Bachelor of Business Administration

Appraisal Institute & Related Courses

- General Appraiser Income Approach 1
- General Appraiser Income Approach 2
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- Basic Appraisal Principles
- Basic Appraisal Procedures
- Real Estate Finance, Statistics and Valuation Modeling
- General Report Writing and Case Studies
- General Appraiser Market Highest and Best Use
- Residential Sales Comparison and Income Approaches
- National USPAP
- Florida Real Estate Laws and Ethics



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

WHITELAW, THOMAS L

806 RIVERSIDE AVENUE
JACKSONVILLE FL 32204

LICENSE NUMBER: RZ4053

EXPIRATION DATE: NOVEMBER 30, 2024

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



Do not alter this document in any form.

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



T + 1 704 900 4557
ej.murdock@cbre.com

806 Riverside Avenue
Jacksonville, FL 32204

Clients Represented

- Atkins
- City of Concord, NC
- City of Greenville, NC
- City of Kings Mountain, NC
- MT Land
- North Carolina Department of Transportation
- Parrish & Partners
- Parsons Brinckerhoff
- Pulte Homes
- Town of Cornelius, NC
- Town of Wake Forest, NC
- WSP

Experience

EJ Murdock is Vice President of Valuation & Advisory Services and has over 8 years of real estate appraisal, appraisal review and consulting experience. A majority of Mr. Murdock's career has centered around litigation support, primarily in the area of eminent domain valuation. His experience has primarily focus has been in North Carolina up to this point, he has recently relocated to Central Florida and wishes to expand his eminent domain valuation experience throughout the state of Florida.

Mr. Murdock has performed real estate valuations and reviews of fee simple, easement, produced appraisals on all types of residential and commercial properties, including but not limited to single family, multifamily units, undeveloped tracts, commercial sites, agricultural sites, industrial sites, office building, retail stores, restaurant, service station, hotel, industrial warehouse and nursing home.

Mr. Murdock has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing roadway expansions and public utility lines. Recent, notable right-of-way projects include:

- City of Concord, NC, McEachern Greenway Extension
- Town of Wake Forest, NC, CWMTF Conservation Easement Acq.
- NCDOT R-3300A, Hampstead Bypass, New Hanover County
- NCDOT R-2233BB, US 221 South Improvements, Rutherford County
- NCDOT EB-5777, Town of Cornelius Greenway, Mecklenburg Co.
- NCDOT B-5905, US Hwy Bus 23 Bridge Replacement, Jackson County
- NCDOT U-5730, Fifth Street Improvement, Greenville, Pitt County
- NCDOT R-5703, C F Harvey Parkway Extension, Lenoir County
- NCDOT DB R-2413A/B, I-5110, Future I-73, Guilford County
- NCDOT Design Build R-2635D, Access 540, Wake County
- NCDOT Design Build R-2413A/B, I-5110 / Future I-73, Guilford Co.
- NCDOT R-5703, CF Harvey Parkway Extension
- NCDOT U-5820, Innes Street Market Drive Extension
- NCDOT I-2513, I-26 Connector Project Estimate
- NCDOT R-2247, Winston Bypass Estimate
- NCDOT U-5719 009, US 258 Onslow County
- NCDOT U-4405 Raeford Rd Estimate
- City of Kings Mountain, NC, 36" Water Line, Cleveland County

Mr. Murdock has consulted on and appraised property for litigation, specifically eminent domain proceedings and various valuation litigation purposes.

Professional Affiliations / Accreditations

- Certified General Real Estate Appraiser – Florida (RZ411), North Carolina (A8226), South Carolina (7875)
- Appraisal Institute Member, Pursuing MAI Designation
- CCIM Institute Member, Pursuing CCIM Designation
- International Right of Way Association, Member # 7910190
- American Public Works Association, Member # 877518
- Urban Land Institute Member

Education

- University of Georgia, B.A. Economics



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

MURDOCK, EUGENE JAMES III

7750 SW 85TH TERRACE
GAINESVILLE FL 32608

LICENSE NUMBER: RZ4115

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

Travis Oswald

Appraiser, Jacksonville, FL

CBRE



T + (1)904-267-2012
Travis.Oswald@cbre.com

806 Riverside Avenue,
Jacksonville, FL 32204

Experience

Appraisal/valuation and consulting assignments include: retail buildings and shopping centers; office buildings; industrial buildings; multi-family buildings; religious and special purpose properties and vacant industrial, commercial and residential land. Assignments have spanned across the eastern United States with a concentrated across Florida.

Professional Affiliations / Accreditations

- Registered Trainee Appraiser – Florida

Education

- Bachelor of History – University of North Florida

Appraisal Institute & Related Courses

- General Appraiser Income Approach 1
- General Appraiser Income Approach 2
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- Basic Appraisal Principles
- Basic Appraisal Procedures
- Real Estate Finance, Statistics and Valuation Modeling
- General Report Writing and Case Studies
- General Appraiser Market Highest and Best Use
- Residential Sales Comparison and Income Approaches
- National USPAP
- Florida Real Estate Laws and Ethics



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

OSWALD, TRAVIS ROSS

634 CREWS STREET
MACCLENNY FL 32063

LICENSE NUMBER: RI24216

EXPIRATION DATE: NOVEMBER 30, 2024

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



Do not alter this document in any form.

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



CBRE VALUATION AND ADVISORY SERVICES / JACKSONVILLE, FL

Drew Johnstone, MBA

Senior Valuation Associate
CBRE VAS
1 Independent Drive, Suite 3000 Jacksonville, FL 32202
M +1 850 212 9948
E drew.johnstone@cbre.com

Pro Affiliations / Accreditations

- Florida Registered Trainee Appraiser RI25688
- Florida Real Estate Sales Associate SL3511463

Education

- Master of Business Administration with Specialization in Real Estate from Florida State University (2022)
- Bachelor degree in Business Management from Troy University (2021)

Professional Experience

Drew Johnstone, MBA is a Senior Valuation Associate in CBRE’s Valuation & Advisory Services practice. Drew’s valuation experience and current practice includes all major commercial property types including office, retail, industrial, and residential. Drew also has extensive experience with complex valuation projects including conservation easements, distressed office parks and Uniform Appraisal Standards for Federal Land Acquisition appraisals.

Prior to joining CBRE, Drew was employed as a commercial real estate advisor in Tallahassee, Florida, where he assisted numerous clients with site selection and leasing of commercial property. Before becoming a commercial advisor, Drew’s primary role was as a commercial real estate research analyst. His duties included conducting market research on tertiary real estate markets across the state of Florida, with a focus of identifying trends in the retail, office, and industrial sectors. Drew graduated from Troy University in May of 2021 with a bachelor’s degree in business management. More recently, he graduated from Florida State University’s MBA program where he specialized in real estate.

Achievements

Drew earned the Level 3 Certification in Excel for real estate from the Real Estate Financial Modeling institute.

In 2020, Drew earned the Ethical Leadership Certification from the NASBA Center for the Public Trust.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

JOHNSTONE, ANDREW NATHAN

1 INDEPENDENT DRIVE
SUITE 3000
JACKSONVILLE FL 32202

LICENSE NUMBER: RI25688

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/19/2024

Do not alter this document in any form.

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



THANK YOU,

CBRE VALUATION & ADVISORY SERVICES

Prepared By:

Nick Chop, MAI, R/W-AC

Director

(813) 229-3111

nick.chop@cbre.com

CBRE ©2024 All Rights Reserved. All information included in this proposal pertaining to CBRE—including but not limited to its operations, employees, technology and clients—are proprietary and confidential, and are supplied with the understanding that they will be held in confidence and not disclosed to third parties without the prior written consent of CBRE. This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto. CBRE and the CBRE logo are service marks of CBRE, Inc. and/or its affiliated or related companies in the United States and other countries. All other marks displayed on this document are the property of their respective owners.

Tab 4, Cost

See Attachment A. Cost Proposal

Attachment A, Cost Proposal

Project	Project Description	Lump Sum Amount
Group A		
1	Armstrong Road/S. Pipkin Road/Old Medulla Road Drainage (Estimate 1 Fee Parcel and 1 Perpetual Drainage Easement Parcel [2 Fee owned parent parcels])	\$ 20,000.00
2	Creekwater Drive Drainage Improvements (Estimate 4 Perpetual Drainage Easement Parcels and 1 Temporary Construction Easement Parcel [4 Fee owned parent parcels])	\$ 80,000.00
3	Carefree Cove Drainage Improvements (Estimate 1 Perpetual Drainage Easement Parcel [1 Fee owned parent parcel])	\$20,000.00
Group B		
4	Hamilton Road & Medulla Road Drainage Improvements (Estimate 7 Perpetual Drainage Easement Parcels and 9 Temporary Construction Easement Parcels [9 Fee owned parent parcels])	\$ 180,000.00
Grand Total of Groups A & B		\$ 300,000.00

Proposers must provide a lump sum cost for each project listed below to be considered responsive.

Proposer Name: American Acquisition Group LLC / DWB

Tab 5, Timely Completion of Projects

Workload

Staff	Availability
Ashleigh Schneider	10%
Zabrina Meneses	20%
Rossanna Ascencio	25%
Stephen Cross	40%
CBRE (appraisal sub)	20%

American Acquisition Group, LLC (AAG) staff has no projected changes to this workload within the next three months.

Due to the large, active infrastructure work program in Florida that results from federal infrastructure bills passed in recent years, transportation consulting firms are in high demand and the labor resource pool is shallow. AAG is currently in this position with workload but our experienced staff are accustomed to multiple projects all working simultaneously at times. The size of the proposed projects listed in this RFP can be handled with the availability of proposed staff.

EXHIBIT I - Survey Questionnaire – Polk County

RFP 24-217, Acquisition Services – Drainage Projects

To: Bill McTeer - Project Manager _____ (Name of Person completing survey)

FDOT District 7 _____ (Name of Client Company/Consultant)

Phone Number: 813-975-6735 Email: bill.mcteer@dot.state.fl.us

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: I-275 @ SR_60

Name of Consultant being surveyed: American Acquisition Group, LLC

Cost of Services: Original Cost: \$250,000.00 Ending Cost: \$250,000.00

Contract Start Date: 2014 Contract End Date: 2024

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

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

Printed Name of Evaluator Bill McTeer

Signature of Evaluator: Bill McTeer

Please fax or email the completed survey to:

wade@americanacquisition.com

EXHIBIT I - Survey Questionnaire – Polk County

RFP 24-217, Acquisition Services – Drainage Projects

To: Mary Thomas (Name of Person completing survey)
Carollo/Polk Regional Water Cooperative (Name of Client Company/Consultant)
 Phone Number: 407-399-5385 Email: mthomas@carollo.com
 Total Annual Budget of Entity PRWC Annual Budget: \$44.2 M
 Subject: Past Performance Survey of Similar work:
 Project name: PRWC - SELFA (water pipeline project in compliance to URA)
 Name of Consultant being surveyed: American Acquisition Group, LLC
 Cost of Services: Original Cost: \$5,000,000.00 Ending Cost: ongoing
 Contract Start Date: 2019 Contract End Date: present

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

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

Printed Name of Evaluator Mary Thomas

Signature of Evaluator: 

Please fax or email the completed survey

to: wade@americanacquisition.com

EXHIBIT B - Fee Schedule

Group A - Milestones

Project No	Project Name	Pcl	Parcel ID No.	Property Owner Notification	Appraisal	Appraisal Review	First Offer	Approved Settlement/Approved Lawsuit Submittal	Property Closing or Order of Taking	File Retirement	Total
1	Armstrong Road/S. Pipkin	1	232910-000000-013060	\$400.00	\$5,000.00	\$1,000.00	\$800.00	\$1,200.00	\$1,200.00	\$400.00	\$10,000.00
		2	232903-000000-024050	\$400.00	\$5,000.00	\$1,000.00	\$800.00	\$1,200.00	\$1,200.00	\$400.00	\$10,000.00
Project Total											\$20,000.00
2	Creekwater Drive	1	232917-000000-022430	\$1,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$20,000.00
		2	232917-000000-024100	\$1,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$20,000.00
		3	232920-000000-011370	\$1,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$20,000.00
		4	232917-000000-024330	\$1,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$20,000.00
Project Total											\$80,000.00
3	Carefree Cove	1	262808-528700-001331	\$1,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$20,000.00
Project Total											\$20,000.00

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|--|
| 1. Subcontractor Services | Actual Costs |
| 2. Special Consultants | Actual costs |
| 3. Computer Services | Non-reimbursable |
| 4. Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 5. Postage, Fed Express, UPS | Actual Costs |
| 6. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |