

**PIGGYBACK AGREEMENT FOR RIGHT-OF-WAY  
ACQUISITION SERVICES**

This Agreement is made on the 15<sup>th</sup> day of December, 2023 (the “Effective Date”), by and between the **Village of Estero**, a Florida municipal corporation (the “Client”) and **Florida Acquisition & Appraisal, Inc.**, a Florida corporation (the “Contractor”), collectively referred to as the “Parties”.

**WHEREAS**, the Client has determined that it requires certain services associated with the Village’s efforts to acquire right-of-way, easements, and other similar permissions to use private lands for various Village projects and initiatives; and

**WHEREAS**, on August 19<sup>th</sup> 2020, Collier County, a political subdivision of the State of Florida (“County”) issued RFP # 20-7778 (the “RFP”) for the purpose of receiving proposals for right-of-way acquisition services as further described in the RFP (the “Services”); and

**WHEREAS**, the Contractor responded to the RFP and County subsequently selected the Contractor as a responsive, responsible proposer; and

**WHEREAS**, on February 9<sup>th</sup> 2021, the Contractor and County entered into a Fixed Fee Professional Service Agreement for Right-of-Way Acquisition Services (the “County Contract”) wherein the Contractor agreed to perform the Services for the County in accordance with the terms and conditions described therein; and

**WHEREAS**, § 2-180 of the Estero Procurement Code authorizes the Client to accept, in lieu of soliciting competitive proposals as otherwise required by the Code, a competitively-solicited contract which has been made between another Florida governmental agency and a vendor of commodities or services where that contract was solicited pursuant to lawful competitive procedures which are equal to or more stringent than the Client’s; and

**WHEREAS**, the Client’s legal counsel has analyzed the RFP process used by the County and has determined that it was conducted in compliance with Collier County’s procurement rules and Florida law, and was otherwise a competitive solicitation process able to be “piggybacked” pursuant to § 2-180 of the Village Code; and

**WHEREAS**, the Client desires to piggyback onto the County Contract for the purposes of receiving the same Services from Contractor as are being provided to County under the County Contract; and

**WHEREAS**, § 21 of the County Contract encourages other government agencies to also utilize its terms and conditions and the Village Manager’s designee has obtained confirmation from an authorized representative of the Contractor that the Contractor consents to the formation of this contractual relationship by way of Client’s piggybacking onto the County Contract under the terms provided for herein.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Contractor shall make available to Client, and provide to Client as requested, the same Services as are available and provided to County in accordance with the terms and conditions of the County Contract, at the prices specified therein. All references to the “County” or “Collier County” in the County Contract shall, for purposes of this Agreement, mean Client.
2. Unit Pricing. The Contractor’s work shall be performed at the same unit prices as are set forth in **Exhibit “B”** to the County Contract.

3. Scope of Work. The Contractor shall perform the work as set forth in the Scope of Work as set forth in **Exhibit “A”** to County Contract, and as further elaborated in any work order issued by Client during the term of this Agreement.
4. Additional Services. This Agreement is only for the provision of those Services provided by or made available by Contractor to County in the County Contract. The Parties understand that any other contracting services Client may wish to acquire may or may not be acquired from Contractor, and will be acquired in accordance with applicable law and Client’s procurement code and administrative policies.
5. Incorporation by Reference; Order of Precedence. This Agreement incorporates and makes a part hereof by reference the following documents: (i) the RFP (inclusive of the solicitation and Instructions to Proposers), (ii) the Contractor’s Proposal, and (iii) the County Contract (including any amendments and extension notices related thereto). Notwithstanding any term in the County Contract to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the above-listed documents. In the event of any irreconcilable conflict between the terms of the three above-listed documents, the County Contract shall prevail first, followed by the RFP, followed by the Contractor’s Proposal.
6. Term and Termination of the Agreement. The term of this Agreement shall commence on the Effective Date, shall have an expiration date of **February 9<sup>th</sup> 2024** (the termination date established in § 1 of the County Contract), and may be extended by the Client for up to two (2) additional one year terms, as provided for in § 1 of the County Contract. This Agreement may be terminated as provided for in the same manner as is set forth in § 10 of the County Contract.
7. Staff Title References and Language Substitutes. To the extent the County Contract refers to Project Manager, Project Administrator, or certain other County officials or employees authorized to act under the County Contract, the Parties agree that for purposes of this Agreement, references to such officials or employees shall mean the Village Manager, or her/his designee. The following terms in the County Contract are revised as follows:

Section 4.3 of the County Contract is replaced with the following:

Contractor shall submit invoices to Client by submitting them to Client via email to [accountspayable@estero-fl.gov](mailto:accountspayable@estero-fl.gov), attn: Village Manager. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Section 5 of the County Contract is replaced with the following:

Client is a Florida municipal corporation and, pursuant to Florida Department of Revenue Tax Exempt Certificate No.: 85-8016684668C-2, the Client is exempt from the payment of Florida sales and use tax and tangible personal property tax. Contractor shall not assess any such taxes from Client in any invoice.

Section 12 of the County Contract is supplemented by the following:

Contractor shall provide insurance coverages to the Client, and indemnification of the Client, in the same manner it provides the County pursuant to § 12 of the County Contract, except that inasmuch as no professional services are being provided, Contractor need not provide Professional Liability coverage. The “additional insured” party required in § 12 of the County Contract shall be the Village of Estero.

Section 14 of the County Contract is revised to provide that this Agreement shall be administered by the Village of Estero Public Works Director.

Section 24 of the County Contract regarding Dispute Resolution is deleted.

Section 38 of the RFP regarding Local Vendor Preference is deleted.

In the event the County exercises its right to terminate the County Contract early, this Agreement shall survive through the Termination Date unless the Village, independently, exercises its own termination rights as provided for in § 6 of this Agreement.

8. Public Records Act Compliance. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:
  - (a) Keep and maintain public records required by the Client to perform the Services provided hereunder.
  - (b) Upon request from the Client's custodian of public records, provide the Client 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.
  - (c) 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 Contractor does not transfer the records to the Client.
  - (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in the possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Contractor fails to comply with the requirements in this Section, the Client may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Client within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CLIENT'S CUSTODIAN OF PUBLIC RECORDS: BY**

**TELEPHONE (239.221.5035), E-MAIL  
([records@estero-fl.gov](mailto:records@estero-fl.gov)), OR MAIL (VILLAGE OF  
ESTERO, OFFICE OF THE VILLAGE CLERK, 9401  
Corkscrew Palms Cir., Estero, FL 33928.**

9. Notices. Notwithstanding § 6 of the County Contract, all notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Account Documentation, shall be sent by certified U.S. mail, return receipt requested, or by tracked overnight courier, or by in-person hand delivery, to the official and address provided below:

**Client:**

Village of Estero  
Attn: Village Manager  
9401 Corkscrew Palms Cir.  
Estero, FL 33928

**Contractor:**

Florida Acquisition & Appraisal, Inc.  
Attn: John J. Curatelli, Jr., President  
410 S. Ware Blvd., Ste. 700  
Tampa, FL 33619

10. Representations; Warranties; Fee Disclosure.

- a. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
- b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

11. Miscellaneous.

- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.
- b. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.
- c. No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the Client. The Client shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Client shall be null and void and shall be grounds for the Client to declare a default of this Agreement.

- d. The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.
- e. Notwithstanding any provision of the County Contract to the contrary, in any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all of their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings.
- f. The Contractor shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Contractor's officers, employees, agents, or subcontractors, or the delivery of the Contractor's Services to Client.
- g. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
- h. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
- i. This Agreement only provides rights and remedies for the Client and Contractor. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.
- j. Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:
  - (i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
  - (ii) The Contractor engages in business operations in Cuba or Syria; or
  - (iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Client if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Client within ten (10) days of the date of such occurrence.

In the event the Client determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Client may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Client may pursue any and all other legal remedies against the Contractor.

- k. Immigration Compliance; E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Client.

Pursuant to Florida Statutes § 448.095(2), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Client cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Client that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Client develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Client shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

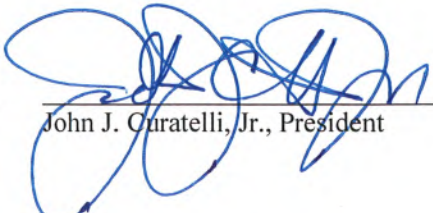
- l. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

**Village of Estero**

By: \_\_\_\_\_  
Steve Sarkozy, Village Manager

**Florida Acquisition & Appraisal, Inc.**

By:   
John J. Caratelli, Jr., President

Attachment 1 – RFP



**COLLIER COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**RIGHT-OF-WAY ACQUISITION SERVICES**

**SOLICITATION NO.: 20-7778**

**SARAH HAMILTON, PROCUREMENT STRATEGIST  
PROCUREMENT SERVICES DIVISION  
3295 TAMIAMI TRAIL EAST, BLDG C-2  
NAPLES, FLORIDA 34112  
TELEPHONE: (239) 252-8987  
[Sarah.Hamilton@colliercountyfl.gov](mailto:Sarah.Hamilton@colliercountyfl.gov) (Email)**

This solicitation document is prepared in a Microsoft Word format (Rev 8/7/2017). Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.



**SOLICITATION PUBLIC NOTICE**

<b>REQUEST FOR PROPOSAL (RFP) NUMBER:</b>	<b><u>20-7778</u></b>
<b>PROJECT TITLE:</b>	<b><u>RIGHT-OF-WAY ACQUISITION SERVICES</u></b>
<b>PRE-PROPOSAL CONFERENCE:</b>	<b><u>N/A</u></b>
<b>DUE DATE:</b>	<b><u>SEPTEMBER 21, 2020 at 3:00 P.M.</u></b>
<b>PLACE OF RFP OPENING:</b>	<b><u>PROCUREMENT SERVICES DIVISION</u> <b><u>3295 TAMiami TRAIL EAST, BLDG C-2</u></b> <b><u>NAPLES, FL 34112</u></b></b>

**All proposals shall be submitted online via the Collier County Procurement Services Division Online Bidding System:**  
<https://www.bidsync.com/bidsync-cas/>

**INTRODUCTION**

As requested by the Transportation Engineering Division (hereinafter, the “Division or Department”), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, “County”) has issued this Request for Proposal (hereinafter, “RFP”) with the intent of obtaining proposals from interested and qualified vendors in accordance with the terms, conditions and specifications stated or attached. The vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Procurement Ordinance.

**BACKGROUND**

The Right-of-Way Acquisition Section of the Transportation Engineering Division and the Real Property Management Section of the Facilities Management Division of Collier County have identified a need for assistance in the acquisition of property, right-of-way and easements needed for public purposes. It will be important to be able to call upon an experienced acquisition consulting service to supplement the in-house staff on an as-needed basis.

**TERM OF CONTRACT**

The contract term, if an award is made, is intended to be for three (3) years with two (2) one (1) year renewal options. Prices shall remain firm for the initial term of this contract. The County reserves the right to award to one or more Proposers.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

The County Manager, or designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County Manager, or designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

**DETAILED SCOPE OF WORK**

The County will request a written proposal for a not to exceed fee for each work assignment prior to issuing a Purchase Order or Notice to Proceed. The following tasks are representative of the types of assignments the Consultant may be employed to perform:

- A. Establish a file folder, in accordance with County policies and procedures, for each ownership related to an assignment.
- B. Review and compare right-of-way / parcel maps to legal descriptions and advise County staff if there are any inconsistencies in bearings and distances between the two.
- C. Compare bearings and distances in legal descriptions to bearings and distances in sketches and advise County staff if there are any inconsistencies between the two.
- D. Prepare and mail project notification letters to property owners.
- E. Follow-up project notice letters with personal contacts and negotiations.
- F. Prepare and process utility subordinations (FPL, CenturyLink, Comcast, etc.).

- G. Develop right-of-way acquisition cost estimates which shall include the estimated value of the land rights necessary to construct the project, the value of the improvements within the take areas, the severance damages accruing to the remainder properties, business damage exposure, an estimate of the percentage of negotiated settlements vs. litigated settlements and the percentage increase over the appraiser's estimate of full compensation for each settlement category, an estimate of the County's appraisal and other expert fees, an estimate of the Owners' attorney and expert witness fees which the County will be obligated to pay under Section 73.091 and 73.092, F.S., and an estimate of the cost of title commitments and title policies.
- H. Meet and/or teleconference with staff to discuss negotiation strategies, offer amounts and terms of settlement with property owners, in addition to project progress and status.
- I. Conduct site inspections and interview occupants to determine businesses operating from parent tract properties.
- J. Using the format approved by the County, prepare and mail Section 73.015, F.S., statutory written offer letters and business owner notices.
- K. Provide copies of maps, plans and/or appraisals as requested by property owners and/or their representatives, explain the appraiser's methodology as necessary, and describe the improvements the County proposes to construct, and how they will or will not impact the subject property.
- L. Negotiate within pre-authorized settlement limits on behalf of and in the best interests of Collier County with property owners and/or their representatives for the purchase of the right-of-way and associated easement parcels. Actively solicit counteroffers from property owners and/or their representatives. Recommend settlements to the County based upon cost avoidance and exposure to jury awards.
- M. Inspect properties, interview property owners and occupants, and check with Occupational Licensing and Sunbiz to determine the names and contact information for any businesses operating from properties from which right-of-way and easements are being required.
- N. Prepare agreements for the purchase of land and easements using Collier County format documents and submit to staff for review.
- O. Prepare administrative settlement justifications in MS Word format for incorporation into executive summaries for the Board of County Commissioners.
- P. Organize and copy parcel files for preparation of eminent domain lawsuits (by others), prepare file summaries in accordance with County policy, and submit to staff.
- Q. Maintain accurate written accounts of meetings and conversations (owner names and addresses, dates, dollar amounts, recording data, etc.).
- R. Close-out parcel files by eliminating duplicate and incomplete paperwork, double-checking that copies of all closing docs pertaining to each parcel are in each file, scanning the agreements and conveyance documents and e-mailing to County staff, and submitting each parcel file to the County.
- S. Search available public records and retired project and parcel files for information related to right-of-way, easements, property owners and the terms of prior agreements.
- T. Miscellaneous –
  1. Consultant's staff may be required to testify in eminent domain proceedings if requested by County Attorney's Office.
  2. Consultant will be subject to public records law and will be provided County's document retention policy and expected to follow it. All documents shall be considered County records. In particular, all reports are exclusive property of Collier County and copies may not be provided to third parties except property owners or their duly authorized agents, attorneys or representatives. Moreover, all studies and/or appraisals are limited to the uses for which they were prepared and may not be used for any purposes other than the acquisition of an identified Right-of-Way parcel. Dissemination of this information to unauthorized third parties shall be grounds for immediate termination.

### **REQUEST FOR PROPOSAL (RFP) PROCESS**

- 1.1 The Proposers will submit a qualifications proposal which will be scored based on the criteria in the Evaluation Criteria for Development of Shortlist, which will be the basis for short-listing firms.

The Proposers will need to meet the minimum requirements outlined herein in order for their proposal to be evaluated and scored by the COUNTY. The COUNTY will then score and rank the firms and enter into negotiations with the top ranked firm to establish cost for the services needed. The COUNTY reserves the right to issue an invitation for oral presentations to obtain additional information after scoring and before the final ranking. With successful negotiations, a contract will be developed with the selected firm, based on the negotiated price and scope of services and submitted for approval by the Board of County Commissioners.

- 1.2 The COUNTY will use a Selection Committee in the Request for Proposal selection process.
- 1.3 The intent of the scoring of the proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.
- 1.4 The intent of the oral presentations, if deemed necessary, is to provide the vendors with a venue where they can conduct discussions with the Selection Committee to clarify questions and concerns before providing a final rank.
- 1.5 Based upon a review of these proposals, the COUNTY will rank the Proposers based on the discussion and clarifying questions on their approach and related criteria, and then negotiate in good faith an Agreement with the top ranked Proposer.

1.6 If, in the sole judgment of the COUNTY, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The COUNTY reserves the right to negotiate any element of the proposals in the best interest of the COUNTY.

**RESPONSE FORMAT AND EVALUATION CRITERIA FOR DEVELOPMENT OF SHORTLIST:**

1.7 For the development of a shortlist, this evaluation criterion will be utilized by the COUNTY’S Selection Committee to score each proposal. Proposers are encouraged to keep their submittals concise and to include a minimum of marketing materials. Proposals must address the following criteria:

<b><u>Evaluation Criteria</u></b>	<b><u>Maximum Points</u></b>
1. Cover Letter / Management Summary	5 Points
2. Certified Minority Business Enterprise	5 Points
3. Approach and Understanding	20 Points
4. Cost of Services to the County	30 Points
5. Experience and Capacity of the Firm	30 Points
6. Local Vendor Preference	10 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

Tie Breaker: In the event of a tie at final ranking, award shall be made to the proposer with the lower volume of work previously awarded. Volume of work shall be calculated based upon total dollars paid to the proposer in the twenty-four (24) months prior to the RFP submittal deadline. Payment information will be retrieved from the County’s financial system of record. The tie breaking procedure is only applied in the final ranking step of the selection process and is invoked by the Procurement Services Division Director or designee. In the event a tie still exists, selection will be determined based on random selection by the Procurement Services Director before at least three (3) witnesses.

Each criterion and methodology for scoring is further described below.

**\*\*\*Proposals must be assembled, at minimum, in the order of the Evaluation Criteria listed or your proposal may be deemed non-responsive\*\*\***

**EVALUATION CRITERIA NO. 1: COVER LETTER/MANAGEMENT SUMMARY (5 Total Points Available)**

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

**EVALUATION CRITERIA NO. 2: CERTIFIED WOMAN AND/OR MINORITY BUSINESS ENTERPRISE (5 Total Points Available)**

Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise.

**EVALUATION CRITERIA NO. 3: APPROACH AND UNDERSTANDING (20 Total Points Available)**

Scoring will be based on an assessment of the proposer's knowledge and understanding of the nature of the work as necessary to achieve successful outcomes. Provide a narrative of the proposer's understanding of the overall intent of this RFP as well as the methods used to provide right of way acquisition services in general. Identify any issues or concerns of significance that may be appropriate.

Identify the location of the firm’s staff and indicate how they will ensure responsiveness to the County for upcoming planning project requirements.

Additional points will be given up to the maximum allotted for this item for a superior understanding of the overall purpose of, and the County’s need for, this type of services.

**EVALUATION CRITERIA NO. 4: COST OF SERVICES TO THE COUNTY (30 Total Points Available)**

For all services, please provide a proposed fee schedule according to the following hourly rates:

Hourly Rate schedule:

Principal	\$ _____
Project Manager	\$ _____
Real Estate Appraiser (State Certified General)	\$ _____
Senior (Property Acquisition Specialist – R/W Agent)	\$ _____
Staff (Property Acquisition Specialist – R/W Agent)	\$ _____
Administrative Assistant / Clerical	\$ _____

**Initial pricing is for evaluation purposes and are subject to change during negotiations with the selected vendor.**

Pricing shall be inclusive of all costs and shall be full compensation for all services, labor, materials, equipment, local travel (within Lee and Collier County) and any other items required for project completion and/or completion of services. Travel expenses outside of Lee and Collier County shall be reimbursed at the rates used by Collier County for its employees as per Section 112.061 Fla. Stats.

**EVALUATION CRITERIA NO. 5: EXPERIENCE AND CAPACITY OF THE FIRM (30 Total Points Available)**

This criterion measures the proposer’s past experience and capacity with Right-of-Way Acquisition Services. Please provide experience with all elements of the project scope as generally described herein for evaluation with specific emphasis on the following information as requested:

- Provide information that documents your firm’s and subcontractors’ qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- The principals directing the work of the firm should have a minimum of five (5) years planning experience with right-of-way acquisition projects.
- Attach brief resumes of all proposed project team members who will be involved in the management of the total package of services, as well as the delivery of specific services. Attach resumes of any sub-vendors and attach letters of intent from stated sub-vendors with proposal submission.
- Describe the various team members’ successful experience in working with one another on previous projects.

**The County requests that the vendor submits no fewer than five (5) and no more than ten (10) completed reference forms from clients (during the last 5 years) whose projects are of a similar nature to this solicitation as a part of their proposal.** Provide information on the projects completed by the vendor that best represent projects of similar size, scope and complexity of this project using form provided in Form 5. Vendors may include two (2) additional pages for each project to illustrate aspects of the completed project that provides the information to assess the experience of the Proposer on relevant project work.

**EVALUATION CRITERIA NO. 6: LOCAL VENDOR PREFERENCE (10 Total Points Available)**

Local business is defined as the vendor having a current Business Tax Receipt issued by the Collier or Lee County Tax Collector prior to proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier or Lee County from which the vendor’s staff operates and performs business in an area zoned for the conduct of such business.

**VENDOR CHECKLIST**

\*\*\*Vendor should check off each of the following items as the necessary action is completed (please see, Vendor Check List)\*\*\*

## Attachment 2 – RFP Response

**F L O R I D A**

**A C Q U I S I T I O N**

**& A P P R A I S A L**

**I N C O R P O R A T E D**

**IA**

*Licensed Real Estate Broker*

**September 21, 2020**

**Response to Request  
for Proposal**



**Solicitation #20-7778**

**Right-of-Way  
Acquisition Services**

***PRE-QUALIFIED IN***

Florida ♦ North Carolina

***BRANCH OFFICES***

Tampa ♦ Lakeland ♦ Tallahassee

***CORPORATE HEADQUARTERS***

410 S. Ware Blvd., Suite 700  
Tampa, FL 33619

P.O. Box 89007  
Tampa, FL 33689

(813) 241-6354 Office ♦ (813) 864-0099 Fax  
[www.flaa.com](http://www.flaa.com)



September 21, 2020

Ms. Sarah Hamilton  
Procurement Strategist  
Collier County Procurement Services Division  
3295 Tamiami Trail East, Bldg. C-2  
Naples, Florida 34112

**RE: Response to Request for Proposal, Solicitation No. 20-7778  
Right of Way Acquisition Services**

Dear Ms. Hamilton,

Florida Acquisition & Appraisal, Inc. (FLAA) is pleased to submit the enclosed response to the above request for proposal. FLAA is a full-service right of way firm and State of Florida FDOT prequalified to provide turnkey right of way services for utility, transportation, and conservation to government, quasi-government, and private clients in Florida and North Carolina. FLAA has been providing these consulting services since 1995, focusing on public sector land acquisition, relocation assistance, appraisal and appraisal review, cost estimating, property management, condemnation lawsuit styling and preparation, title search, surplus property disposition, asbestos abatement contracting and management, demolition contracting, and abbreviated services as directed. In Florida, FLAA maintains offices in Tampa, Tallahassee, and Lakeland, with agents distributed throughout the state, from the Panhandle to Miami.

FLAA annually prequalifies as a professional service right of way firm under Administrative Rule 14-75 with the Florida Department of Transportation (FDOT) to provide services under Work Groups 21.0 (Acquisition, Negotiations, Closing, Order of Taking), 24.0 (Acquisition Relocation Assistance) and 25.0 (Right of Way Clearing and Leasing). Although FDOT has discontinued Work Group 20.0 (Appraisal Services), FLAA had maintained the prequalification for more than ten years and continues to support an appraisal work program as a part of its core business, particularly right of way cost estimating. **FLAA is a certified Small Business by Hillsborough County, the City of Tampa, Port Tampa Bay, Pinellas County, as well as under FDOT's Business Development Initiative.**

Florida Acquisition & Appraisal, Inc. has fully reviewed the details of your request and have a complete understanding of the required scope of services. As a certified Small Business, FLAA has provided these services not only to FDOT statewide (including District One, Collier's) but the Counties and Cities of Hillsborough, Manatee, Polk, Pasco, Hernando, Sarasota, Lee, Clay, and Leon/Tallahassee (BluePrint) among others for more than twenty-five (25) years. As well, Proposed **Program Manager, Jack Curatelli, SR/WA is intimately familiar with Collier County** having owned a home there, lived in Olde' Naples and Pelican Ridge "on and off" for nearly 20 years while either managing the acquisition for **I-75 Alligator Alley for the FDOT/DEP or working as a Consultant for Collier County's Livingston Road, MSTU** among other real estate pursuits in Collier and Lee Counties. Additionally, Jack worked alongside Mr. Kevin Hendricks, Collier R/W Acquisition Manager, and others-both at FDOT and with Collier County as well as appraisers Ray Carroll and staff at **Carroll & Carroll**.

Mr. Tim Sunyog, MAI and company shall support our Cost Estimating Team as a significant cost estimating initiative may be necessary for work program issues or any possible support

Acquisition

Appraisal

Relocation

Cost Estimating

Property Management

Lawsuit Preparation

T (855) 777-3522  
P (813) 241-6354  
F (813) 864-0099

PO Box 89007  
Tampa, FL 33689

410 S. Ware Blvd.  
Suite 700  
Tampa, FL 33619

for the FDOT's "Multi-Corridor(s)" M- Cores feeder roads or any CIP budgeting. FLAA is quite familiar with these initiatives.

Further, our relationship with **Carroll & Carroll** has given FLAA the reinforced connection with the area, the market, and the community and FLAA shall be **utilizing the Carroll & Carroll office facilities** as necessary at **2805 Horseshoe Drive S., Suite 1, Naples**. Together with this experience and local knowledge/network we have a very good understanding as to the Consultant's role in providing real property land acquisition and right-of-way services including, but not limited to, right-of-way cost estimating and appraisal, contract administration, acquisition and condemnation services, relocation services, and preparation of condemnation lawsuit packages in conjunction with the County's Legal Office.

Our thorough review of the details of your request provided clarity of the required scope of services and some thoughtful approaches. FLAA is an S-Corporation whose President/Director is John J. Curatelli, Jr., proposed here as Program Manager that has managed similar full-service County and Districtwide contracts for more than 25 years with some of the most qualified Task Managers in Florida. We possess more than 25 employees, 10 of them full time, with three offices located throughout the State of Florida in addition to our above reference satellite office. FLAA's principals and staff have managed some of the most high-profile projects directly for the Turnpike and the surrounding FDOT Districts, Counties and Municipalities. Projects like the **I-4 Ultimate, I-75/I-275; High-Speed Rail, Polk Parkway, Suncoast Parkway, SR 542 Dundee Road and US17 (Hardee); US-41 (Lee, Manatee and Pasco Counties), Hillsborough County's Transportation Task Force, I-595 Port Everglades Expressway, some of the largest projects in the country**. Specifically, FLAA understands the Consultant's role in providing real property land acquisition and right-of-way services including, but not limited to, right-of-way cost estimating, contract administration, acquisition and condemnation services, relocation services, and preparation of condemnation lawsuit packages in conjunction with the County's Legal Office.

Joe Blair, MBA as 28-year R/W veteran shall assist Jack in the mobilization of any task necessary with the contract. He has managed programs from FDOT to PennDOT and worked extensively on the 250 parcel I-4 Ybor City project as well as the 4,000 parcel City of Riviera Beach CRA project with FLAA. Together with our highly experienced Task Managers proposed we can fulfill all the needs Collier County may require. Below is our Contact information and you shall find us fully responsive without out exceptions.

**Name of Company:** Florida Acquisition & Appraisal, Inc.  
**Name of Principal:** John (Jack) J. Curatelli, Jr.  
**Corporate Address:** 410 S. Ware Blvd., Suite 700  
Tampa, FL 33619  
**Telephone / Fax:** Office (813) 241-6354, Fax (813) 864-0099  
**Email Address:** [jcuratelli@flaa.com](mailto:jcuratelli@flaa.com); [dmontalvo@flaa.com](mailto:dmontalvo@flaa.com)

FLAA shall seamlessly integrate with your existing staff and shall implement your program according to your direction. We are more than capable of scheduling and budgeting projects, managing and overseeing right of way activities, controlling appraisal deliveries, and delivering every production task on time and under budget. Additionally, we remain perfectly comfortable with abbreviated services managed by County staff.



As Principal of Florida Acquisition & Appraisal, Inc., I pledge a corporate commitment, as well as a personal commitment, to serving the County and meeting your work program objectives. All of us at FLAA thank you for this opportunity.

Sincerely,

FLORIDA ACQUISITION & APPRAISAL, INC.

*Jack Curatelli*

Jack Curatelli, SR/WA, Program Manager  
President

Encl. as

Cc: David Montalvo, FLAA



## **EVALUATION CRITERIA NO. 2: CERTIFIED WOMAN AND/OR MINORITY BUSINESS ENTERPRISE**

While FLAA is **not** a certified Woman or Minority Business Enterprise (W/MBE), we have maintained certifications as a Small Business with Hillsborough County, Pinellas County, the City of Tampa, Port Tampa Bay, and the Florida Department of Transportation. FLAA has also been recognized on multiple occasions by FDOT for our utilization of certified disadvantaged and minority owned businesses as part of our project teams.





**STAFFING CHART**

- Collier County
- Florida Acquisition & Appraisal, Inc.
- Subconsultants



Request for Proposal (RFP)  
Right of Way Acquisition Services

**Solicitation No.: 20-7778**

**COLLIER COUNTY**  
PROJECT MANAGER

**FLORIDA ACQUISITION & APPRAISAL, INC.**  
*Small Business Certified*  
JACK CURATELLI, SR/WA  
*Program Manager*  
JOSEPH BLAIR, MBA  
*Project Manager*

**FLAA**  
DAVID MONTALVO  
JILL ALLEN  
*Contract Management*

**CARROLL & CARROLL**  
TIMOTHY W. SUNYOG, MAI  
JOSHUA M. SICARD, MAI  
RAYMOND CARROLL, MAI, SRA, CFM  
*Real Estate Appraisers,  
Cost Estimating*

**FLAA**  
DAVID MONTALVO  
DAVID EDWARDS  
JEANNE WAY  
PAUL EDGINGTON  
STEPHANIE GONZALEZ  
MARIELA GUTTIEREZ  
EDWARD LONG, III  
HUCHANI DODD, SR/WA  
NICK BOWMAN, CPM  
QUIVENIA LEE  
NANCY NOMIKOS  
  
*Acquisition Agents, Cost Estimating,  
Relocation, Property Management*

**FLAA**  
JOSEPH BLAIR, MBA  
JACK CURATELLI, SR/WA  
BEN WARD, SR/WA  
DAVID MONTALVO  
DAVID EDWARDS  
PAUL EDGINGTON  
NICK BOWMAN, CPM  
*Task Managers*

**FLAA**  
JANA PALOVA CURATELLI  
JACK CURATELLI, SR/WA  
LYNDSEY LADEWIG  
*Suit Coordinators*

### EVALUATION CRITERIA NO. 3: APPROACH AND UNDERSTANDING

Florida Acquisition & Appraisal, Inc. (FLAA) principals and the key staff proposed have been managing and producing full-service / task-oriented right of way contracts cumulatively for more than 250 years. FLAA as a corporation has been assigned to manage task-oriented projects for more than twenty-five (25) years on more than 40 contracts. Its first was in 1995 with a Florida Department of Transportation (FDOT), District Seven Appraisal Review contract. There have been numerous full-service / task-oriented projects since that time, with tasks issued from numerous county, FDOT, and federal contracts, to include the Department of the Navy (relocation) and the U.S. Coast Guard (site evaluation and appraisal).

FLAA is currently providing Polk and Hillsborough Counties right of way support on task-oriented contracts, as well as FDOT's Districts 4 & 6. FDOT contracts have included not only full-service scopes, but also Districtwide Suit Preparation, Acquisition, Cost Estimating, Relocation, Appraisal and Appraisal Review. We understand that under this contract Collier County may issue much, some, or few of the services listed under this contractual scenario and that they are all dictated by Collier County's work program. We further understand there may be specific support needs, whether determined by CIP or as part of "M-CORES" (Turnpike-District One, FDOT Multi-Corridor Project feeder road support). As such, FLAA approaches these task-oriented contracts with a new and revitalized vigor for Quality Assurance. Our **Program Manager, Jack Curatelli, SR/WA, a Florida Licensed Real Estate Broker and Principal of FLAA**, is a top producing manager with over 30 years' experience with an extensive background in all right-of-way disciplines: acquisition, cost estimating, appraisal, relocation, title, property management, and condemnation suit preparation. He has managed numerous task-oriented contracts with multiple simultaneous tasks.

Jack shall, as Program Manager, manage and oversee assignments. As the need arises, and the work program dictates, Jack shall assist the Project / Task Manager(s) with their production assignments, mobilization, allocation of resources, and process development and/or directly perform acquisition / negotiations, relocation, cost estimating production and subconsultant contract management. The Project / Task Manager(s) shall be responsible for the day-to-day production duties and the conduct of the work. The Project / Task Manager(s) will be assisted by the Quality Assurance / Quality Control Team, to include: Nick Bowman, CPM, 30-year right of way veteran and former Turnpike Right of Way Deputy and Joseph Blair, MBA as a 28-year R/W veteran will coordinate QC/QA. Joe shall assist Jack in the mobilization of any task necessary with the contract. He has managed programs from PennDOT to FDOT and worked extensively on the FDOT District Seven 250 parcel I-4 Ybor City project as well as the 4,000 parcel City of Riviera Beach CRA project with FLAA. This highly experienced group shall ensure that all of Collier County's projects meet quality standards, and any federally funded projects are URA compliant. We shall coordinate with our staff and subconsultants to ensure all tasked elements are conducted in the most efficient, cost-effective manner. We identified several other key Task Managers/Senior Agents in this submission that shall assist the management team in mobilizing the program and conducting the work like David Montalvo, a key agent and contract manager, Paul Edgington, Senior Agent resides in Bonita Springs and is long time FDOT District One manager responsible for the Lee and Collier County area and worked with Jack Curatelli on the I-75 Alligator Alley Project, among others.

Upon receipt of Collier County's notice to proceed for a specific task authorization, FLAA's management team, led by our Program Manager, will undertake the following actions unless additional actions are specified in the letter of authorization:

- ◆ We shall stage, as appropriate, a project or task kickoff meeting with all relevant entities – Collier County, FLAA and necessary subconsultants – to establish task responsibilities, clear lines of communication, protocol, deliverables, report formats, due dates, production status reporting and frequency, and any other appropriate topics to ensure a quality product is delivered on time. When necessary, and as task authorizations dictate, we will mobilize in another fashion as appropriate.
- ◆ We shall provide constant communication to Collier County's Project Manager or designated staff member(s), conduct interim follow-up meetings, and provide production status reporting periodically. We shall also provide any necessary database input as dictated by the contract, task authorization, or as deemed necessary by the Project Manager.
- ◆ We shall make available our Program Manager and Project / Task Manager(s) for any project decisions. Our staff shall be available for hearings, appeals, and court-related matters in support of eminent domain.

- ◆ FLAA has developed several project production databases. Specifically, Joe brings multi-relational database and status reporting system experience that can track multiple projects. He is also capable of developing data fields that improve production reporting and can be utilized for “Auto-fill,” hastening and enhancing the QC/QA process. Depending on the client’s needs, we can have it posted on our website at [www.flaa.com](http://www.flaa.com) or our SharePoint site to display our current status of the project and enable password holders to access particular data and parcel information; providing the most up to date information to our client. Data may be manipulated in many ways to provide reports that target only the information the County wishes to review, thereby saving time and effort. For example, a report that shows the parcels that have settled but not closed, showing the projected closing dates. A report that lists parcels projected to close in Q2 2021 with the dollars required for closing would assist the County in planning for funding requirements. All data is inter-relational and can be compared for any custom reporting needs.

## **ACQUISITION**

### **a. Environmental Phase 1 Assessment**

FLAA shall support the Environmental Consultant responsible for the Phase 1 Assessment as/if required. FLAA has a long-standing relationship with ACT who we shall discuss in Tab 4 as an environmental subconsultant. FLAA shall in its typical fashion, whether conducting acquisition or relocation activities, always conduct site inspections and note any potentially hazardous waste or suspected contamination that may exist on site. FLAA shall notify Collier County immediately upon its identification of the suspected issue and document the condition.

### **b. Negotiations**

FLAA’s Project/Task managers and staff have long maintained that one of the core objectives to a successful project is the achievement and maintenance of a high negotiated settlement rate. FLAA’s efforts in land acquisition negotiations on behalf of Collier County focuses on several critical objectives:

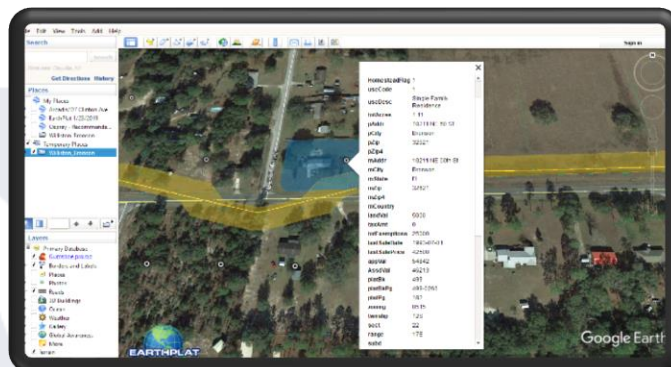
- ◆ Acquire title to all the project parcels on a schedule consistent with the completion dates contained within Collier County Work Program Administration system.
- ◆ Achieve a maximum negotiated settlement rate utilizing innovative approaches and our prior extensive and local experience and network of contacts.
- ◆ Acquire all properties at the least possible cost to the taxpayer while maintaining the objectives of Collier County.

In the event we are provided formal parcels to conduct negotiations, we will provide all necessary notices and conduct all of our actions in accordance with Chapters 73, 74 and 337 F.S. as well as all Collier County right of way scope requirements to ensure “good faith” negotiations while maintaining the integrity of Collier County’s production schedule. We are intimately familiar with House Bill 591, which mandated the revisions of Chapter’s, 73.015 and 337.27 which dictate the way property owner notification and negotiations are conducted. FLAA will ensure that the Initiation of Negotiations (IN) and all subsequent negotiations comply with all good faith requirements and all efforts towards an amicable settlement are exhausted before recommending suit. We will provide the following in addition to your regular scope requirements:

- ◆ Verification of ownerships and addresses, followed by 591 Notification letters being delivered to all affected property owners and business tenants, informing them of the project and their rights under Florida Statutes.
- ◆ Follow-up calls will be made to property owners and business tenants to answer questions and begin securing subordinate interest information.
- ◆ Update address list for property owners and business tenants will be provided to Collier County every time a new batch of 591 Notification letters are delivered.
- ◆ Business owners will be contacted and interviews scheduled from which data can be compiled thus enabling Collier County to determine eligibility for business damages or potential business damage claims, and FLAA will share this information with Collier County’s appraisal section to ensure proper approaches.
- ◆ Secure financial documentation from affected business owners to prepare business damage reports.

- ◆ Provide an environmental evaluation. We shall inspect each parcel for environmental contamination and, when necessary, prepare a memorandum to Collier County's Secretary seeking approval to acquire any parcel with identified or potential environmental contamination. A formal Phase 1 assessment shall be performed by an environmental consultant under a separate contract as identified by Collier County.
- ◆ Initiate negotiations upon receipt of Collier County approved appraisal.

The coronavirus pandemic served to highlight what FLAA has always known – technology can be leveraged to enable successful right of way. We all acknowledge that transportation, and infrastructure in general, is an essential business. But FLAA was prepared to engage, and successfully maintained production on, several projects while sheltering in place due to earlier implementation of internet-based technologies. We continue to accomplish this by leveraging the ever-improving strengths of SharePoint, OneDrive, and Teams as central components to FLAA's infrastructure. FLAA managers and agents can remotely communicate, access, and share critical information from the field with our streamlined workflow. Our goal remains to be always available to our client and efficient in our processes. Additional technologies employed include remote online notary capabilities, familiarity with Simplifile for e-recording, and using state-wide GIS service Earthplat to develop Google Earth KMZ complete with property appraiser data.



**c. Business Damages Reports, Review, Negotiations**

FLAA is thoroughly familiar not only with F.S. Chapters 73.015 and 73.071, including all procedures pursuant to HB 591 business damage eligibility requirements, identification, notice, application, report and claim submittals and time frames necessary for Business Damage claims. Our experience with negotiation, mediation, contracting subconsultants, and administration of subcontracts with highly qualified CPAs enhances our negotiated settlement rate and savings to Collier County. We are available to assist in any business damage capacity.

If the business owner makes a legitimate claim within the 180 day time frame and the owner is actually determined to be eligible and after Collier County review of the owners business damage report, FLAA will make a good faith written counter offer to settle the business damages within 120 days of receipt of the business owner's claim pursuant to the State and Collier County requirements. We routinely track all notices, claims, offers, and counteroffers and keep Collier County Project Manager and Legal apprised of the statutory requirements. A copy of a sample tracking spread sheet was identified earlier and is included in our standard status reports. FLAA shall provide Collier County with all necessary support to administer, negotiate, settle, close and or otherwise defend claims for business damages.

**d. Best and Final Offers, Settlements and Closings**

Every attempt will be made to secure owners' agreements and settlements at the approved, appraised value. In those cases, in which this is not possible, all counteroffers from property owners or their duly authorized representatives will be presented to Collier County for their consideration. If deemed appropriate, Best Offer worksheets and written settlement recommendations will be submitted to Collier County Project Manager for review and approval and FLAA will make a presentation and provide any other documentation to properly inform Collier County's Best and Final Offer Committee for consideration and determination.

Upon reaching a settlement, we shall prepare the closing documents, check for delinquent property taxes, order the pro-rated tax calculations from the County Revenue Collectors Office, and request the warrants. Twenty four (24) hours prior to the scheduled closing, a gap title search will be performed, the parcel file will be double-checked to ensure that all encumbrances have been satisfied, and the parcel shall be physically inspected to ascertain if there are any new interests. Only at that point shall a closing occur.



FLAA shall conduct all closings according to all Collier County and Statutory requirements including the URA procedure as Federal Funding dictates. All instruments shall be recorded within forty-eight (48) hours of closing. As appropriate, a 30-day notice to vacate letter shall be issued at closing and the real property inventory shall be completed the same day. Collier County shall be notified of the closing immediately and as soon as the recorded instruments are received back from the County, a closing completion package shall be assembled and transmitted to Collier County Project Manager.

In those cases, in which property owners do not appear amenable to a donation or reasonable settlement amount, FLAA recommends that Collier County continue with an aggressive pre-suit mediation or settlement conference strategy. We stand prepared to take whatever actions may be necessary to coordinate settlement sessions and present Collier County position at the settlement hearing or mediation.

Subsequent to the completion of all acquisition activities on a given parcel, the agent's working file will be thoroughly reviewed, retired, and transmitted within forty-five (45) days of title transfer to Collier County Project Manager for approval of file retirement.

#### **e. Suit Preparation, Litigation Document Production, Legal Support**

In those cases, in which negotiated settlements cannot be reached, condemnation procedures will be initiated. As required in the Scope of Services, we are equipped to, and experienced in, assembling condemnation lawsuits on behalf of governmental agencies. The area of Suit Preparation has been one of the essential elements in our offering of complete "turnkey" right of way services as Jack Curatelli, SR/WA, is a former FDOT District 4 Suit Coordinator.

We shall provide the necessary title search updates two days prior to suit submission. We will provide as tasked all necessary legal pleading, notices, administrative support, and photocopying to ensure proper eminent domain lawsuit filing as well as make Order of Taking Deposits.

We will also provide accurate tracking and scheduling control, another essential element in suit coordination. Logging requests, monitoring deliverables (i.e., marked maps, legal, resolutions, etc.) and prompting agents/administrators is vital to an efficient and timely sequence of events. Accuracy and completeness of information are also the keys to avoiding delays in initiating the litigation. FLAA's research experience with Countywide Suit programs, together with open communication between the Consultant/Collier County agent and suit coordinator, make it possible for us to locate and supply necessary information for a complete and thorough work product.

#### **Cost Estimating Services**

Our technical approach to conducting cost estimates is derived from one single goal -- to establish the most probable dollar costs given the scope of parameters pursuant to Collier County Right of Way Cost Estimate Guidelines and Procedures, as well as FLAA's own Right of Way Procedures Manual for Cost Estimating. We intend to achieve this goal by evaluating the assignments from all the perspectives of a right of way acquisition program and the total right of way cost estimate, i.e. Right of Way Support Costs Right of Way Land, Right of Way Operations Costs Right of Way Consultant Costs and Relocation Costs. FLAA staff, having provided 100s of cost estimates for PD&E and Design jobs for Hillsborough County's Transportation Task Force as well as recent CIP intersection projects including FDOT Districts One, Two, Three, Four, Five Six, Seven, are acutely familiar with the process of alternative analysis. We have automated our own cost estimate program or can adapt the County's formats and make it your own. Our approach to your services will be simple, well thought out, and coordinated. First, upon the issuance of a Task Work Authorization by Collier County, a meeting will be scheduled with our Program Manager and cost estimating team to define the purpose and stage, and to determine if the estimate is conceptual, preliminary, or final.

We shall then convene with the PD&E staff, as deemed necessary. Also present will be representatives from FLAA and any other subconsultants nominated herein as may be appropriate. FLAA has included Carroll & Carroll Real Estate Appraisers, and will utilize Timothy W. Sunyog, MAI's proposed team of highly qualified, certified general appraisers to supplement the cost estimating data collection and or valuation process to support a reliable cost estimate.

Once the alignments have been identified, further study will define the types, quantities and nature of the parcels affected. Any specific cost estimating peculiarities or potential problems, which might be envisioned, will require the cost estimator to complete a field inspection. This field review also provides an opportunity to further clarify all property issues. This could have significant program cost reduction effects. Once the preliminary field review has been conducted and the initial preparations are completed, the next step will be to gather appropriate sales, listings and support data and quantify the parcel specific cost implications.

The entire corridor frontage will be researched, and sales data collected and sorted to be relied upon in establishing land values for the estimate. Concurrently, with this effort the process of researching and soliciting the local county and municipal building zoning codes and eminent domain ordinances will be undertaken. They will be carefully reviewed for issues which could have property value implications such as setbacks for signs, landscaping, parking, and buildings. The municipality's official code specifications for variance probabilities as a result of eminent domain will be researched, as will the unofficial statements by officials as to the complexity and likelihood of reestablishing the site. Since each county varies as to its setback and density enforcements as a result of road widenings, this area is critical in the approach that needs to be accounted for in the estimating process.

Often, the value of improvements will be determined via the Cost Approach relying on the Marshall and Swift Valuation Cost Handbook. Improvements, severance damages, and cost to cure values will be derived from the Marshall and Swift Handbook, as well as historical contractors' data. Severance damages associated with takes from vacant land will be derived through the market approach by adjusting comparable sales.

Business Damage Costs can be estimated in two fashions. We utilize a formula developed by FLAA's Jack Curatelli, SR/WA, which is based on Dunn & Bradstreet's "Industry Norms" according to Standard Industry Codes (SIC), multiplied by % Loss of Business for a Loss of Profit/Annum capitalized at 17% to 21% for 5 - 7 years. We may also utilize our subconsultant CPAs to provide estimates, at your request.

Whichever business damage cost estimate method is employed, it will be applied once the corridor has been analyzed for a determination of the quantity and types of existing business enterprises that may qualify. Average industry annual net incomes will be established based on the type and size of each business. The percentage of income loss from unusual circumstances such as zoning requirements, previously reviewed in the opening phases of work, will be considered, and factored as appropriate. The calculation of income loss will then be capitalized at agreed upon rates into perpetuity or the estimated duration of downtime as may be appropriate based on historical data.

Additional costs, such as demolition and relocation (on federal jobs) will come from a recent, historical "in-house" database. Our seasoned right-of-way professionals have been providing these services for decades.

## **RECORDS MAINTENANCE**

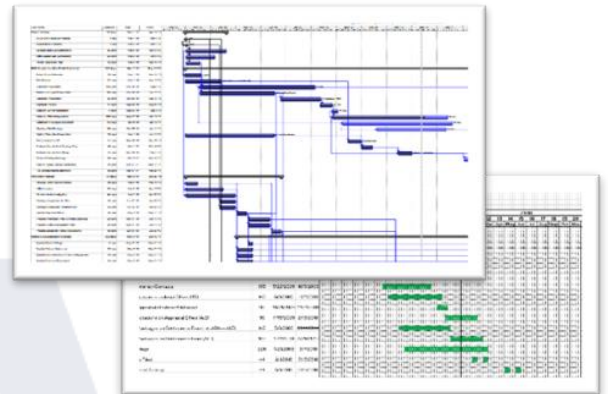
FLAA is very responsive to Collier County's need for accurate, timely and thorough records management. Highly qualified administrative staff currently conduct all in-house working file document filing, prepare all original documents for transmittal to our clients and bring to the attention of the Project Manager any records maintenance issues or procedures which need to be brought to the attention of the field specialists for compliance or correction. Furthermore, all specialists are instructed on a regular basis as to the records maintenance filing and distribution procedures. We will provide bi-weekly original records transmittal by either courier or Federal Express. File Retirement will be conducted well within 45 days of title transfer.



Finally, the Project Manager is responsible for verifying all original documents transmitted to Collier County to ensure their inclusion into the permanent file. Our experience with day-to-day records management, documentation, and timely submittal is documented.

### **PRODUCTION CONTROL**

FLAA employs an integrated right of way production status reporting and controlling system on all right of way projects. It tracks and forecasts strategic milestones for each parcel from NTP to right of way clear. FLAA will tailor its system to meet the specific needs of the task. As indicated earlier, our production status reporting is in real time and posted as records management documents are completed. We look forward to showcasing the system. We will, as we have in the past, input all necessary production milestones as assigned.



Coordination, communication, and commitment are three (3) critical aspects, which ensure the ultimate success of each task. Our commitment to coordination and information dissemination is recognized statewide. Control of tasks from both a scheduling and budgeting standpoint will be accomplished by the utilization of proven methods, such as, our Production Status Report, Business Damage Status Report, Quality Assurance Appraisal Status Report, Suit Status Report and Project Schedule which we have attached here as samples. Depending on the tasks, we have several other tracking and milestone reports to ensure a quality project is completed on time and under budget. Those other reports are as follows: Right of Way Control Report, Overall and County Physical Progress, Relocation Status Report, Subcontract Log, and Property Management Status Reports (i.e., lease aging, demolition/asbestos).

FLAA, through project experience, recognizes the need to both control and monitor all fast track right of way production activities. Management must be able to highlight problem areas in advance so solutions can be timely and focused. For the demonstrated examples enumerated above, FLAA has the proven track record typifying the type of right of way firm that Collier County is looking to rely on during peak periods of production. Simply stated, we have the manpower resources, technical wherewithal, infrastructure, and the management systems in place and are ready for Collier County to engage our services.

### **QUALITY ASSURANCE PROGRAM**

FLAA believes that utilization of an efficient QC/QA program is fundamental to the success of any project. We realize the exacting standards of document accuracy that Collier County requires, and we are committed to meeting and exceeding your expectations in this regard. We understand that the higher the quality of our documents, the easier it is for you to supervise our activities. We want to minimize the time that Collier County managers spend scrutinizing FLAA's deliverables. **Nick Bowman, CPM, FCCM**, is our proposed production QC/QA manager to ensure the QA plan is implemented.

***To this end, we are proud to say that we have overhauled our internal QC/QA system.*** Every one of our deliverable documents is now subject to two stages of review by qualified technical professionals. If an FLAA acquisition agent is preparing an offer package, our project manager provides them with a checklist of the documents that you expect to see, in the order that you expect to see them. The agent then submits the completed package to an administrative assistant (AA) who maintains a Document Tracking Spreadsheet (DTS). The AA logs the package and forwards it to a qualified and experienced acquisition agent for QC. Our QC agent then reviews each page of the package, checking math carefully and ensuring that all document details are correct. Any requested changes are noted on the cover sheet and then the package is returned to the AA. The AA then logs the package and returns it to the originator for changes. This process is repeated until the AA is in the possession of a "perfect", reviewed package. Now the AA forwards the package to the nominated project/task manager for QA and once again logs the progress of the package on the document tracking spreadsheet. ***The manager performing QA of each acquisition offer package is always a highly experienced practitioner in acquisition. The manager performing QA of each relocation packages is always highly experienced practitioner in relocation.***

All the documents are checked for procedural compliance and accuracy. The QC/QA manager makes sure that the QC agent followed our protocol exactly. After signing off on the package, the QC/QA manager returns it to the AA where it is logged and returned to the originator.

We have tested this process and found it to be highly efficient. It retains the three-stage process utilized by some of our competitors. However, the other comprehensive three-stage processes are slow because a busy QC or QA reviewer will tend to keep the documents longer than necessary. FLAA's system utilizes the QA as an engine to ensure that your package does not remain in the QC stage for more than two days and in the QA for more than one. Speed is thus introduced as a compliment to accuracy. FLAA can always tell you where an expected package or document is in our system and can always provide you with an accurate delivery date. The result is more efficient production. Of course, your individual requirements, such as paper calculator receipts showing the math used for relocation claims, can be easily incorporated into our QC/QA checklists. FLAA insists that both the QC and QA reviewer are technically superior managers or senior agents in acquisition or relocation, as appropriate. We believe that we are the only firm to make this commitment.

When overhauling our QC/QA system, FLAA's leaders agreed that contact records are the first things to suffer when a project is expedited, or an agent goes through a production peak. We intend to provide you with the best parcel contact records of any consultant firm. To this end, FLAA's administrative assistants print out the contact records for every parcel on a project once a month and provide them to the project manager. **It is immediately apparent to the project manager if insufficient numbers of contact records are being written, or, more significantly, if insufficient contact with the property owners and displacees is occurring. This system also serves to provide the project manager with a detailed monthly briefing on each parcel.**

Another significant aspect of our system is our program of internal QC/QA audits. Every three months from the date we receive NTP or task authorization, our QC/QA manager schedules an internal file audit. On that date, all the parcel files and our project manager's project file are presented to the QC/QA manager for systematic checking. A QC/QA audit checklist is completed and can be made available for discussion with your manager, at your discretion. **No other consultant firm engages in systematic three-month internal audits of all parcel files.**

The results of this tested system are faster document turnaround times, closer procedural compliance, and extremely well-organized files. Our aim is to avoid submitting documents to you that must be returned due to inaccuracies. Management of FLAA's acquisition and relocation efforts will be very easy for you.

Of course, FLAA prepares and/or coordinates with Collier County to have prepared the Production Status Reports (PSRs) together with our own internal PSR. Our project managers update the PSRs daily. They keep the PSRs in front of them as the most important tool for constant project management. Unusually, in the consultant sector, they also utilize the comments sections to provide direction to acquisition and relocation agents.

All the activities required by Florida statutes are performed by FLAA utilizing our QC/QA process as needed:

- ◆ Title Report and Legal Descriptions (entered in the Document Tracking Spreadsheet (DTS), checked by two agents)
- ◆ Legal Descriptions (entered in DTS; scanned for closure utilizing special computer software purchased by FLAA)
- ◆ 591 Notification (green cards and packages tracked with DTS; all packages subject to full three-stage review)
- ◆ Offer Packages (tracked with DTS; all packages subject to full three-stage review)
- ◆ Agreement Packages (tracked with DTS; all Settlement Justifications scrutinized by QC and QA reviews, both of whom are technical experts)
- ◆ Suit Packages (tracked with DTS; our agents communicate closely with Collier County Suit Coordinator, the three-stage QC/QA process follows. *Our suit QA reviewer is a previous FDOT D4 suit coordinator.*)
- ◆ Closing Packages (entered in DTS; checked by two agents).
- ◆ File Retirement (the final internal audit is completed immediately prior to delivery to you. We think you'll find FLAA's delivered files to be quantifiably better than any that you've seen before).

### **SUBCONSULTANT MANAGEMENT**

Under this Countywide contracting method, Collier County's Project Manager can be assured that all their task assignments requiring the services of subconsultants will be administered and controlled by FLAA as your Prime Consultant. This approach will alleviate the County's burden of coordinating the activities of numerous subconsultants, as FLAA shall seamlessly handle this responsibility. FLAA has a proven track record in the successful administration of subconsultants such as Carroll & Carroll. This key element provides the nucleus for well-coordinated task assignments.

In support of the appraisal process, cost estimating, cost to cures or special purpose studies land planning, architectural and traffic studies will be arranged as needed. Due to the limited nature of this submission we shall not elaborate on the uses and application of these services, but we shall provide recommendations for known and trusted firms that can be utilized to accomplish any surplus or out of scope assignments.

### **LOCATIONS**

FLAA is headquartered in Tampa, Florida, situated with near immediate access to I-75 for near direct line of travel to Collier County. Additionally, FLAA maintains a field office and branch location in Lakeland, Florida and Tallahassee, Florida for projects and assignments, as needed. Our managers and agents reside and work across the state, providing core acquisition and additional services for numerous clients. This includes three staff embedded with FDOT, District 6 in Miami, FL, and Senior Agents in the Palm Beach area providing support on an FDOT, District 4 task.

Carroll & Carroll Real Estate Appraisers, as proposed subconsultants, maintain a local office at 2805 Horseshoe Drive, South, Suite 1, Naples, Florida. FLAA and Carroll & Carroll have arranged for shared space to ensure FLAA is able to work within their office for the purposes of meeting the County's needs on specific task assignments. Additionally, their location and familiarity with the local area will greatly enhance FLAA's ability to provide quality work product and responsiveness to the County's needs.

**EVALUATION CRITERIA NO. 4: COST OF SERVICES TO THE COUNTY**

FLAA maintains competitive hourly rates that are commensurate with the vast experience of each of our employees and the industry. Our cost savings stem primarily from our streamlined efficiencies, expert management, and available staff.

Hourly Rate schedule:

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Principal .....	\$135.00
Project Manager.....	\$125.00
Real Estate Appraiser (State Certified General) .....	\$125.00
Senior (Property Acquisition Specialist – R/W Agent .....	\$115.00
Staff (Property Acquisition Specialist – R/W Agent .....	\$105.00
Administrative Assistant / Clerical .....	\$ 45.00

Per the RFP, this initial pricing is included for evaluation purposes. Pricing is inclusive of all costs but is subject to change during negotiations. However, FLAA is committed to meeting the needs of the County and ensuring expert services are provided regardless of the final negotiations.

## EVALUATION CRITERIA NO. 5: EXPERIENCE AND CAPACITY OF THE FIRM

FLAA is a Florida-based real estate Broker, headquartered in Tampa. With over 25 years providing quality right of way consultant services, FLAA is one of only a few firms in the state pre-qualified by the FDOT to provide all segments of right of way services: Group 21 (Acquisition, Negotiations, Closing, Order of Taking), Group 24 (Acquisition Relocation Assistance), and Group 25 (Right of Way Clearing and Leasing). FLAA was also prequalified in Group 20 (Appraisal & Appraisal Review), until the Work Group was eliminated by FDOT. Additionally, FLAA is registered and certified as a Small Business with FDOT, Hillsborough County, Pinellas County, City of Tampa, and Port Tampa Bay.

FLAA is wholly committed to Collier County's work program and shall provide the necessary qualified personnel to accomplish any assignment that may arise from this contract. FLAA principals and staff take pride in their diversity of experience, knowledge of and responsibility for the successful management and production of some of the largest state and federal real estate acquisition and relocation programs ever undertaken. Some of these projects are: I-275 Presbyterian Village (Relocation assistance), I-4 Ybor City, I-595 Port Everglades Expressway, I-75 Alligator Alley, Suncoast Parkway, Polk County Parkway and the Florida High Speed Rail to name a few. FLAA consistently achieves an 85% negotiated settlement rate. Particularly noteworthy are the firm's Capital Circle/FAMU Way/Magnolia Drive for Blueprint Intergovernmental Agency (City of Tallahassee/Leon County) and the I-4 Ybor City project for FDOT District 7 in Tampa. This high profile FDOT project included a total of 221 acquisition and 130 last resort relocation parcels, with FLAA settling 188 parcels avoiding costly litigation.

As mentioned, **Jack Curatelli, SR/WA**, Principal of FLAA and proposed Program Manager for this contract, has over 30 years' experience providing right of way services throughout the State of Florida and beyond. He is a former FDOT, District 4 Suit Coordinator and worked on some of the largest acquisition projects in the State, to include serving as Operations Acquisition Administrator for the I-75 Alligator Alley project involving over 1,200 parcels. Jack previously managed and supported the acquisition of over 200 parcels in Collier and Lee Counties as part of FPL's Collier-Orange #3 230kV project. Notably, Jack managed the Livingston Road MSTU for Collier County and also managed more than 40 FDOT Districtwide Contracts to include full service right of way; property management surplus property inventory, Right of Way Cost Estimating as well as 5 consistently renewed Continuing Services Contracts for District 6. Currently, he is completing the management of Pipkin Road for Polk County which consists of 60 parcels.

**Joe Blair, MBA**, as FLAA's Project Manager, has spent over 28 years providing right of way services in Florida and Pennsylvania for both DOTs and as a consultant. As previously mentioned, Joe has worked closely with Jack and FLAA on multiple occasions, to include as an acquisition agent and Relocation Administrator for FDOT District 7's I-4 Ybor City project. Joe also managed the very successful US-1 Broadway project in West Palm Beach for FDOT District 4.

**Ben Ward, SR/WA**, is a task manager and senior right of way agent in the State of Florida who has served on public real estate projects for over 33 years. Ben possesses proven experience in acquisition negotiations for fee simple, various easement interests, and other land interests. He has implemented relocation assistance programs and performed property management activities. Ben has served as an in-field agent, project manager, and program/division manager. His corporate experience includes senior leadership, practice marketing, staffing, corporate team building, budgeting, and accounting. He has working knowledge of State and Federal right of way policies and procedures, including the Uniform Relocation Act.

**David Montalvo** is a 17-year military paralegal veteran and right of way agent. David is set to provide contract management and acquisition negotiations for voluntary and condemnation projects. His most recent experience includes providing voluntary acquisition negotiations for the City of Lakeland's Lake Parker Tributary Swamp project and Polk County's acquisition for West Pipkin Road Widening (West and East segments) conducted under the threat of condemnation, but he has also worked on multiple other FDOT and municipal projects.

**Nick Bowman** is a Florida Real Estate Broker with 26 years of right of way experience and 20 years of project management experience. From 2014-2019, he was an FDOT Turnpike Enterprise Deputy District Right of Way Manager / Production. Prior

to his FDOT service, Nick had 20 years of experience as an FDOT right of way consultant with a successful track record managing and delivering complex right of way projects for more than 30 clients. Projects he has managed have resulted in pre-suit negotiated settlement rates of 93%, 95% and 100%.

FLAA's current workload includes the following contracts, but it is critical to note that most of these tasks and contracts are scheduled for completion between the end of 2020 and the second quarter of 2021. These projects will not interfere with FLAA's commitment to Collier County's work program.

**Polk County:** Acquisition Services. Task 1&2 completion end of 2020. On-call contract ends 2024. No additional tasks scheduled.

**City of Lakeland:** Right of Way Acquisition Services. Task 3 completion end 2020. On-call contract end mid-2021. No additional tasks anticipated.

**FDOT, District 4:** Right of Way Consultant Services. Task 3 Acquisition Services. On-call contract end mid-2021. No additional tasks anticipated.

**FDOT, District 6:** Districtwide Right of Way Acquisition & Relocation Consultant Services. Currently providing embedded staff at FDOT, District 6's. FLAA has provided these services for 10 years, contract end-2021. No additional tasks anticipated.

**U.S. Coast Guard:** Architect/Engineering Services for Station Yankeetown. Subconsultant to TranSystems for Real Estate Site Analysis, Appraisal, Title, and Acquisition Services. Project completion by early-2021. No additional tasks anticipated.

**Hillsborough County:** East 131<sup>st</sup> Avenue Improvements PD&E. Subconsultant to HNTB for Cost Estimating. to begin by the end-2020 and be completed by mid-2021. No additional tasks anticipated.

**Hillsborough County:** Tampa Bypass Canal Trail. Subconsultant to RK&K for Cost Estimating on LAP project. Expected to begin by end-2020 and be completed by mid-2021. No additional tasks anticipated.

**Manatee County:** Land Acquisition and Relocation Services. On-call contract, Right of Way Support Services ends in mid-2024 but has not been tasked. No additional tasks anticipated.

**City of Tallahassee:** Right of Way Acquisition Services. On-call contract ends mid-2022. FLAA has not been tasked or provided a timeline for assignment. No tasks anticipated.

**M-CORES:** Heartland Corridor Southwest Central. Subconsultant to HNTB, Program Management. Not tasked or provided a timeline for assignment and do not anticipate this contract interfering with our commitment to Osceola County.

**M-CORES:** Appraisal Services. Approved vendor list, Appraisal Services as needed. Not tasked or provided a timeline for assignment and do not anticipate this contract interfering with our commitment to Osceola County.

**FDOT, District 1:** Bradenton-Palmetto Connector. Subconsultant to TranSystems for Cost Estimating for PD&E project. Not tasked or provided a timeline for assignment and do not anticipate conflict with Osceola County.

**FDOT, District 3:** Right of Way Acquisition/Relocation Services Consultant. Subconsultant to Keystone Field Services for Relocation Assistance, On-call contract, Prime's contract to expire by 2023. No anticipated conflict with Osceola County

**City of North Port:** General Engineering Services. Subconsultant to American Consultant Professionals and Kisinger Campo & Associates for On-call support to the City. No anticipated conflict with our commitment to Osceola County.

**South Florida Rail Transit Authority:** General Planning Consultant Services. Subconsultant to T.Y. Lin for On-call contract expected to expire in 2024. FLAA has not been tasked or provided a timeline for assignment. No tasks anticipated.

**Pinellas County:** Transportation Professional Engineering Services. Subconsultant to JMT for On-call contract Cost Estimating and Acquisition services, as needed. Not tasked or provided a timeline for assignment.

**Pinellas Suncoast Transit Authority:** Central Avenue Bus Rapid Transit (BRT) Transit Oriented Development (TOD) Strategic Plan. Subconsultant to Kimley-Horn Program Management-oriented contract. Not tasked or provided a timeline for assignment and do not anticipate this contract interfering with our commitment to Osceola County.

**City of Sarasota:** Consulting Services Related to ROW Roadside Projects. Subconsultant to Kisinger Campo & Associates for Right of Way Support for On-call contract. Not tasked or provided a timeline for assignment no anticipated conflict.

FLAA's extensive corporate experience is outlined in our Corporate Profile as follows:

- ◆ BUCKEYE PARTNERS, LP (EVERGLADES PIPELINE CO.): Fort Lauderdale Jet Fuel Pipeline – Turn-key Project Management including Acquisition, Negotiations, Title, Appraisal, and Right of Way Cost Estimating Services
- ◆ CITY OF CHARLOTTE (NORTH CAROLINA): Right of Way Acquisition and Relocation Services
- ◆ CITY OF CLEARWATER: Floodplain Restoration for the Friendly Village of Kapok (Florida Forever Priority List #01-015-Ff1): Acquisition, Relocation, Property Management, Demolition and Disposition Services
- ◆ CITY OF CORAL GABLES/Kittelson & Associates: Multimodal Transportation Planning and Engineering Consulting Services (2018)
- ◆ CITY OF LAKE LAND: Continuing Contract and Agreement for Right of Way Acquisition Professional Services (2006, 2011, 2016)
- ◆ CITY OF LAKE LAND: Brunnell Parkway – acquisition of voluntary perpetual easements for sidewalk development and improvement.
- ◆ CITY OF LAKE LAND/LAKE LAND ELECTRIC: Turnkey Right of Way Services for Kathleen Road Widening Project
- ◆ CITY OF NORTH PORT: Sumter Boulevard/Price Boulevard Phase IIIA Widening (2012-2013)
- ◆ CITY OF NORTH PORT: Land Acquisition for Monument Relocation and Access to Water Control Structures (2014)
- ◆ CITY OF NORTH PORT: Price Boulevard Appraisal and Acquisition Services (2016)
- ◆ CITY OF ORMOND BEACH: Real Estate Acquisition Services
- ◆ CITY OF TALLAHASSEE: General Right of Way Real Estate Services (2017)
- ◆ CITY OF TALLAHASSEE/LEON COUNTY/BLUEPRINT 2000/Kimley-Horn: Capital Circle SW PD&E – Right of Way Cost Estimate and Conceptual Stage Relocation Plan
- ◆ CITY OF TALLAHASSEE/LEON COUNTY/BLUEPRINT 2000 nka BLUEPRINT INTERGOVERNMENTAL AGENCY: Capital Circle Southeast (Initial Segment) – Centerview to Connie Drive; Capital Circle Southeast (E1) – Connie Drive to Tram Road; Capital Circle Southeast (E2) – Tram Road to Woodville Highway; Capital Circle NW/SW (N2) – Tanglewood Estates; Capital Circle NW/SW (N2) – Tennessee Street to Orange Avenue; Capital Circle Southwest PD&E – Right of Way Cost Estimate; Capital Cascades & Van Buren Properties; Broadmoor Estates Mobile Home Park (Pond); Capital Circle NW/SW (N2); Capital Cascades Trail; FAMU Way Extension – Phase 1, 2 and 3, and Magnolia Drive; Property Management & Demolition Contracting Services on going for the last ten years plus to 2019
- ◆ DUKE ENERGY/BURNS & MCDONNELL: Master Services Agreement for Land Acquisition Services (2018)
- ◆ FDOT, DISTRICT 1: District-wide Acquisition and Relocation Services
- ◆ FDOT, DISTRICT 1: SR-542 from 1<sup>st</sup> Street to Buckeye Loop, Winter Haven
- ◆ FDOT, DISTRICT 1: US-17 from South of West 9<sup>th</sup> Street to North of West 3<sup>rd</sup> Street, Zolfo Springs
- ◆ FDOT, DISTRICT 1/Manatee County: Local Agency Program (LAP) Remediation Project
- ◆ FDOT, DISTRICT 1/URS Corporation Southern: District-wide Environmental Management Office (DEMO): Full Service Professional Right of Way Services
- ◆ FDOT, DISTRICT 3/Keystone Field Services: District-wide Right of Way Acquisition, Property Management and Relocation Services (2018)
- ◆ FDOT, DISTRICT 3/RS&H: SR 30 (US 98) PD&E Study – Conceptual Stage Relocation Plans (CSRP) & Cost Estimating
- ◆ FDOT, DISTRICT 3/RS&H: Pensacola Bay Bridge PD&E – Conceptual Stage Relocation Plans (CSRP) for Alternatives
- ◆ FDOT, DISTRICT 4: District-wide Relocation & Acquisition Services (2016) – Continuing Services
- ◆ FDOT, DISTRICT 4: District-wide Right of Way Acquisition and Relocation Services (2003)
- ◆ FDOT, DISTRICT 4: District-wide Right of Way Consultant Push Button Services – 2011 extended
- ◆ FDOT, DISTRICT 4: City of Port St. Lucie Crosstown Parkway Extension Relocation Remediation
- ◆ FDOT, DISTRICT 4: District-wide Suit Preparation Consultant Services – 2010 extended 2015
- ◆ FDOT, DISTRICT 4: District-wide Title Search Services
- ◆ FDOT, DISTRICT 4: (SOUTH FLORIDA RAIL/TRI-RAIL) Excess Surplus Property Disposal – Rail Corridor T

- ◆ FDOT, DISTRICT 5/Skanska-Granite-Lane, a Joint Venture (SGL): I-4 Ultimate Project – Design, Reconstruction, Operation, and Maintenance of 21 Miles of I-4 (2015-Present)
- ◆ FDOT, DISTRICT 6: District-wide Clearing & Leasing (2016-Present)
- ◆ FDOT, DISTRICT 6: District-wide Right of Way Acquisition & Relocation Consultant – Continuing Services Contract (2016-Present)
- ◆ FDOT, DISTRICT 6: District-wide Right of Way Acquisition & Relocation Consultant and Various support Services (2011-2016)
- ◆ FDOT, DISTRICT 6: Needs Assessment Survey, Krome Avenue (2014)
- ◆ FDOT, DISTRICT 7/H.W. LOCHNER, INC.: GEC Right of Way Support (2014)
- ◆ FDOT, DISTRICT 7: District-wide Acquisition and Relocation Services
- ◆ FDOT, DISTRICT 7: I-4 Ybor City – Acquisition, Relocation, Suit Preparation Services
- ◆ FDOT, DISTRICT 7: Title Search Services for Hillsborough County
- ◆ FDOT, DISTRICT 7/URS: Interstate Program Management – Full Service Professional Right of Way Services
- ◆ FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION: Real Estate Services
- ◆ FLORIDA GAS TRANSMISSION COMPANY LLC: General Services & Maintenance – Right of Way
- ◆ FLORIDA HIGH SPEED RAIL AUTHORITY/HNTB Corporation: Florida High Speed Rail Phase 1, Part 1 – Right of Way Program Manager/Cost Estimator
- ◆ FLORIDA RAIL ENTERPRISE (HIGH SPEED RAIL)/FDOT TURNPIKE DISTRICT/HNTB Corp./Wilbur Smith: Passenger Rail Program Management - Professional Right of Way Services
- ◆ FLORIDA POWER & LIGHT: Collier-Orange #3 230kV Project - Land Acquisition Services for Transmission Right of Way Acquisitions – Acquisition Services
- ◆ FLORIDA POWER & LIGHT: Bass Creek / Pensuko 230kV Transmission Real Estate Acquisition
- ◆ FLORIDA POWER & LIGHT: Pine Island Road 230kV and Substation Real Estate Acquisition
- ◆ FLORIDA POWER & LIGHT: Sprint Spectrum – Land Rights Acquisition, Title
- ◆ FLORIDA POWER & LIGHT: PrimeCo Personal Com – Land Rights Acquisition, Title
- ◆ FLORIDA POWER & LIGHT/Power Engineers: Miami Beach/Alton/Venetian Transmission Lines – Acquisition Services/Cost Estimating
- ◆ HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY (HART): Voluntary Acquisition Services for the Access of East Columbus Drive and Facility Expansion Evaluation
- ◆ HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY (HART)/Kimley-Horn: Miscellaneous Architectural/Engineering Services
- ◆ HILLSBOROUGH AREA REGIONAL TRANSIT AUTHORITY (HART)/Ayres & Associates: On-call Right of Way Services
- ◆ HILLSBOROUGH COUNTY/HMS South Swell and Kimley Horn: Tampa Bay Ferry Project (2019)
- ◆ HILLSBOROUGH COUNTY/ACE: Intersection Improvement Project; SR 60 (2019)
- ◆ HILLSBOROUGH COUNTY/JMT: Intersection Improvement Project; Himes Avenue and Bears Avenue (2019)
- ◆ HILLSBOROUGH COUNTY/Kimley-Horn: Upper Bay Tampa Trail PD&E from Peterson Park to Van Dyke Rd. (2019)
- ◆ HILLSBOROUGH COUNTY/Faller Davis: Van Dyke Widening – PD&E, Right of Way Cost Estimating, Appraisal and Acquisition (2018)
- ◆ HILLSBOROUGH COUNTY/Johnson, Mirmiran & Thompson: Miscellaneous Professional Right of Way and Consulting Services (2017)
- ◆ HILLSBOROUGH COUNTY/American Consulting Engineers: Lutz Lake Fern Road – Title Services
- ◆ HILLSBOROUGH COUNTY/Ayres & Associates: Miscellaneous Professional Engineering Services, General/Civil – Full Service Right of Way Services
- ◆ HILLSBOROUGH COUNTY/CPH Engineers, Inc.: Bell Shoals Road, 4-Laning Design from Fishhawk Blvd. to Bloomingdale Avenue In Hillsborough County – Title Services
- ◆ HILLSBOROUGH COUNTY/Jacobs Engineering: Miscellaneous Professional Engineering Services, General/Civil – Full Service Right of Way Services



- ◆ HILLSBOROUGH COUNTY/HNTB: GEC Full Service Right of Way Management and Production, Transportation Task Force HILLSBOROUGH COUNTY/KCI Technologies: Gunn Highway – Title Services
- ◆ HILLSBOROUGH COUNTY/RTD Group: GEC Validation & Prioritization, Transportation Task Force
- ◆ HILLSBOROUGH COUNTY PUBLIC SCHOOLS: Real Estate Brokerage Services
- ◆ LAKELAND AREA MASS TRANSIT DISTRICT/RS&H: Citrus Connection Program Management Team – Professional Right of Way Services
- ◆ LEE COUNTY TRANSIT AUTHORITY/Jacobs Engineering: Right of Way Consultant Services
- ◆ MANATEE COUNTY: Land Acquisition & Relocation Services (2010-2015)
- ◆ MANATEE COUNTY/URS Corporation Southern: Professional Services for Transportation Engineering – Full Service Professional Right of Way Services
- ◆ MARTIN COUNTY: Real Property Acquisition Services (Right of Way & Conservation)
- ◆ MISSISSIPPI DEPARTMENT OF TRANSPORTATION: Real Estate Master Agreement (2011)
- ◆ NORTH CAROLINA DEPARTMENT OF TRANSPORTATION: Statewide On-call Right of Way Consulting Services (2019)
- ◆ NORTH CAROLINA DEPARTMENT OF TRANSPORTATION: On-call Limited Right of Way Services (2017)
- ◆ NORTH CAROLINA DEPARTMENT OF TRANSPORTATION: Pre-qualified Right of Way Acquisition & Relocation Services Consultant On Call Contract - Old George Town Road, Brunswick County (Wilmington Division 3); Rail-Piedmont Improvement Double track Acquisition & Relocation (Kannapolis to Greensboro 2012) Division 6 Rail Division
- ◆ OHIO DEPARTMENT OF TRANSPORTATION: Statewide Right of Way Acquisition Services
- ◆ ORANGE COUNTY/WBQ: Shingle Creek Multi-Use Trail – Voluntary Acquisition (2012-2014)
- ◆ ORLANDO UTILITIES/Power Engineers, Inc.: General Right of Way Services – electric transmission line (2017)
- ◆ OSCEOLA COUNTY: Appraisal and Acquisition Services (2013).
- ◆ PASCO COUNTY: Right of Way Acquisition Services
- ◆ PASCO COUNTY: Clinton Avenue (Fort King Road to US 301) – Acquisition, Title & Suit Services
- ◆ PASCO COUNTY/American Consulting Engineers: CR54 (Eiland Boulevard) from US Hwy 301 to 23<sup>rd</sup> Street – Right of Way Cost Estimating Services
- ◆ PASCO COUNTY/King Engineering: SR 54, Hillsborough County Line to Gunn Highway – Cost Estimating and Title Services
- ◆ PASCO COUNTY/King Engineering: Central Pasco Water Systems Improvements – Land Acquisition Assistance Services
- ◆ PASCO COUNTY/King Engineering: Miscellaneous Land Acquisition Services for Rapid Infiltration Basins (RIB)
- ◆ PASCO COUNTY/King Engineering: Pasco Utilities North Central Transmission Mains – Land Acquisition Assistance Services
- ◆ PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY/King Engineering: Right of Way Acquisition Services for Regional Integrated Loop System Phase II, Sarasota, Charlotte and DeSoto Counties
- ◆ PEACE RIVER-MANASOTA REGIONAL WATER SUPPLY AUTHORITY/King Engineering: Regional Integrated Loop System Phase I – Route Study
- ◆ PEACE RIVER-MANASOTA REGIONAL WATER SUPPLY AUTHORITY/King Engineering: Regional Integrated Loop System Phase I, 3B, 3C – Acquisition and Owner Surveying
- ◆ PENNSYLVANIA DEPARTMENT OF TRANSPORTATION: Right of Way Acquisition Services
- ◆ PINELLAS COUNTY: Airport - Humberstone Property Trust – Acquisition Services
- ◆ PINELLAS COUNTY HOUSING AUTHORITY: Buyer's Broker Services
- ◆ PINELLAS SUNCOAST TRANSIT AUTHORITY/WSP (f/k/a Parsons Brinckerhoff): Real Estate and Right of Way Evaluation, Appraisal and Acquisition for GEC
- ◆ PINELLAS SUNCOAST TRANSIT AUTHORITY/HNTB Corporation: General Consultant Services (2018)
- ◆ POLK COUNTY: Real Property/Easement Acquisition and Right of Way Services (2019)
- ◆ POLK COUNTY: Acquisition Services Master Service Agreement
- ◆ POLK COUNTY: Lake Wilson Road – Right of Way Cost Estimating

- ◆ POLK COUNTY: Full Service Right of Way Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Berkley Road Phase II & III – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: County Line Road – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: CR 542 (Avenue G NW) – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: CR 580 at Powerline Road – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: CR 655 at Eagle Lake Loop – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Duff Road at US 98 Improvement Project – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Ewell Road at Yates Road – Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Fitzgerald Road at Scott Lake Road Intersection – Acquisition of a complex parcel owned by a Homeowner’s Association
- ◆ POLK COUNTY: NWRUSA Water System Improvements (Gibsonia-Galloway & Spivey Roads)
- ◆ POLK COUNTY: Kathleen Road CR-35A – Advance Acquisition Services and Suit Preparation
- ◆ POLK COUNTY: Kathleen Road CR-35A Phase II – Right of Way Acquisition Services and Suit Preparation
- ◆ POLK COUNTY/Faller Davis & Associates: Master Consulting Engineering Miscellaneous Drainage Projects – Acquisition Services and Suit Preparation
- ◆ PROGRESS ENERGY FLORIDA: Master Services Agreement for Right of Way Acquisition & Related Services
- ◆ PROGRESS ENERGY FLORIDA: Levy Baseload Transmission Project Acquisition Program Manager – Crystal River Nuclear Power Plant – 200 mile / 2,000 parcel easement acquisition
- ◆ REVOLUTION PIPELINE RESOURCES: Plains All American GP, LLC – Land and Right of Way (ROW) Acquisition Services Staffing
- ◆ REVOLUTION PIPELINE RESOURCES: Spectra Energy Transmission, LLC – Land & Right of Way Acquisition Services
- ◆ REVOLUTION PIPELINE RESOURCES: Copano Energy – R/W and Survey Mapping Services
- ◆ REVOLUTION PIPELINE RESOURCES: EPCO Holdings, Inc. (Enterprise Pipeline) – Land & Right of Way Acquisition Services and/or Staff
- ◆ REVOLUTION PIPELINE RESOURCES: Boardwalk Pipelines, L.P. – Land & Right of Way Acquisition Services Staffing
- ◆ REVOLUTION PIPELINE RESOURCES: DCP Midstream, L.P. – Land & Right of Way Acquisition Services
- ◆ RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (RBCRA): Acquisition and Property Management Consultant and Related Services
- ◆ SARASOTA COUNTY: Real Property Acquisition and Related Services
- ◆ SARASOTA COUNTY: Bay Street – Acquisition Services
- ◆ SARASOTA COUNTY: Colonial Lane Phase B – Acquisition Services
- ◆ SCHOOL BOARD OF SARASOTA COUNTY: Real Estate Brokerage Services
- ◆ SCHOOL DISTRICT OF HILLSBOROUGH COUNTY: Real Estate Brokerage Services
- ◆ SEMINOLE ELECTRIC COOPERATIVE, INC.: Various projects
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Acquisition Services (2003-2006)
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Acquisition Services (2007-2010)
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Colleton County–Walterboro Bypass – Full Service Appraisal and Acquisition/Relocation Services
- ◆ SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION: Spartanburg County–SR 295 – Full Service Appraisal and Acquisition/Relocation Services
- ◆ SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD): Monitor Well Site Acquisition Services
- ◆ ST. LUCIE COUNTY: Professional Engineering Services/Property Acquisition Services (2006)
- ◆ TBARTA/Jacobs – Tampa Bay Area Regional Transportation Authority Program Management Team: Regional Transit Master Plan for West Central Florida
- ◆ TBARTA/Jacobs – Tampa Bay Area Regional Transportation Authority, Pinellas County: Light Rail Corridor Alternatives Analysis

- ◆ TBARTA/FDOT/Wilson Miller Stantec – Veterans Expressway/Suncoast Parkway Enhanced Transit (Light Rail/Bus Rapid Transit): Corridor Evaluation Study
- ◆ TAMPA BAY WATER AUTHORITY: As Needed Land Agent Consultant Services 2003-2005; 2005-2007; 2007-2009; 2009-Open
- ◆ TAMPA BAY WATER AUTHORITY: Land Acquisition for Property Redress at South Hillsborough County Water Use Permitted Monitor Wells
- ◆ TAMPA BAY WATER AUTHORITY: South Central Hillsborough Intertie Pipeline – Suit Information Preparation Services
- ◆ TAMPA BAY WATER AUTHORITY/Malcolm Pirnie, Inc.: South-Central Hillsborough Infrastructure Improvements – Title and Cost Estimating Services
- ◆ TAMPA BAY WATER AUTHORITY/Malcolm Pirnie, Inc.: South-Central Hillsborough Infrastructure Improvements – Acquisition, Negotiations, Suit Information, Appraisal and Title Services
- ◆ TAMPA BAY WATER AUTHORITY/Malcolm Pirnie, Inc.: Pasco Expansion Project Acquisition Services
- ◆ TAMPA BAY WATER AUTHORITY/Metzger-Willard/Corollo Engineers: Lithia Hydrogen Sulfide Removal Facility, Acquisition, Negotiations, Appraisal, Title and Closing Services
- ◆ TAMPA BAY WATER AUTHORITY/S&W Water: Desalination Plant Water Transmission Feeder Pipeline - Appraisal and Acquisition Services
- ◆ TAMPA BAY WATER AUTHORITY/HAZEN AND SAWYER, P.C.: Long Term Master Plan Update - Right of Way Services
- ◆ TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY/HNTB Corporation GEC: Acquisition Services
- ◆ TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY/RK&K: PD&E – Cost Estimating for S. Selmon Expressway
- ◆ TECO/KCI Technologies, Inc.: Title Services
- ◆ U.S. NAVY: Summerdale / Barin NOLF Relocation Project in Baldwin County, Alabama
- ◆ VOLUSIA COUNTY: As Needed Contract – Acquisition and Relocation Services

# Florida Acquisition & Appraisal, Inc.

## Jack Curatelli, SR/WA (Program Manager)

Jack Curatelli, SR/WA, a State of Florida and North Carolina Licensed Real Estate Broker, has more than 35 years of Right of Way real estate management and acquisition experience in public sector programs under the auspices of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. As Principal Project Manager of Florida Acquisition & Appraisal, Inc., Jack has an extensive background in all right of way and real estate disciplines: acquisition, appraisal, relocation, property management and condemnation suit preparation in transportation, utilities and electric transmission. He has directed and managed some of the largest land acquisition programs in the State of Florida, such as the \$100 Million, 1200-parcel Alligator Alley/I-75 Project, one of FDOT's most successful projects. Jack managed the accelerated 221-parcel, 130-relocation I-4 (Ybor City) project for Florida Department of Transportation (FDOT) District 7 and completed the acquisitions and relocations within 30 months to secure Federal Funding for the entire I-4 downtown Tampa corridor. In addition, he managed such projects as the 318-parcel, 160-relocation US 41/Nebraska Avenue Project and other I-4 projects for FDOT. As part of Program Management teams, Jack manages, managed or provided production management on projects such as the Florida Rail Enterprise/Florida High Speed Rail Authority (initial PD&E/Design right of way cost estimate and impact analysis for Part 1, Phase 1, Tampa-to-Orlando route), TBARTA (Tampa Bay Area Regional Transportation Authority), Hillsborough County Transportation Task Force (5-7 year program development and 125 intersection right of way cost estimates), City of Tallahassee/Leon County BluePrint Intergovernmental Agency (five-year, 90% settlement acquisition incentive plan for Capital Circle) and the Tampa-Hillsborough County Expressway Authority (four-County "Beltway around Tampa Bay" route estimate). In addition, he directed or managed the FDOT Turnpike District's Suncoast (+-400 acq/relocations) and Polk County Parkways, and Florida Power & Light's 200+ parcel 240kV Orange River Collier Project. Jack has also participated in, directed or managed other notable FDOT projects such as I-595 Port Everglades Expressway, the I-95 "Missing Link" and SR 540, as well as numerous County and/or City Projects in Hillsborough, Polk, Manatee, Sarasota, Hernando, Lakeland, Tallahassee/Leon, and North Port, among others. Jack also previously held the position of FDOT District 4 Lawsuit Coordinator in one of the most litigious regions in the State (South Florida).

### EDUCATION & CONTINUING EDUCATION (Selected)

**Bachelor of Arts, Management/Finance (Double major):** University of South Florida, Tampa, FL, 1983

**American Institute of Real Estate Appraisers (AIREA)** (6 courses);

**International Right of Way Association (IRWA)** (16 courses) **Federal Highway Association's National Highway Institute (FHWA-NHI); Public Land Acquisitions & Mgmt Partnership** (2002 Conference) **Division of State Lands / FDOT and FDEP numerous seminars and classes as trainee and consulting**

### PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS (Selected)

**Senior R/W Agent**, IRWA: SR/WA Desig. No. 3935

**Real Estate Broker**, State of Florida: Lic. No. 0441552

**Member**, Association of Eminent Domain Professionals

**Member**, American Society of Highway Engineers

**Former Trustee of the Land**, Land Trust Alliance

**Member**, Florida Institute of Consulting Engineers

**Board Member**, Wildlands Forever Trust, Inc.

**President's Council**, University of South Florida

**Notary Public**, State of Florida

**Former Certified Special Master** - 1995 "Burt J. Harris"  
Real Property Rights Act

### EXPERIENCE

**POLK COUNTY; COUNTYWIDE TASK ORIENTED; (2004-Present)** FLAA has been providing Polk task-oriented services on more than 10 projects and several of our agents proposed herein have managed and or provided services to Polk. **West Pipkin Road (East and West segments)** Jack currently oversees the right of way acquisition of this project

**FDOT, DISTRICT 4: Districtwide Relocation & Acquisition Services (2016-2021)** – FLAA. Jack currently manages this Districtwide contract to provide right of way acquisition, negotiations, relocation, cost estimating, suit information support, property management, survey, mapping, general contracting, land planning, cost-to-cure, language translation and interpretation, environmental/asbestos management, and business damage estimating and Jack has managed/providing lead negotiations on 3 tasks two completed. Port Lucie Blvd (2) Acquisition complete and I-95/PGA/Central Boulevard interchange, \$M negotiations, settlements, closings are in process.

**FDOT DISTRICT 4 Districtwide Task Oriented (2011-2016):** FLAA complete their portion of the City of Port St. Lucie's LAP project where FLAA federalized the project in conjunction with another firm to bring it to Federal standards by updating

## **Florida Acquisition & Appraisal, Inc.**

### **Jack Curatelli, SR/WA (Program Manager)**

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acquisition offers, providing supplements, recomputing and delivering, move cost checks, RHPs and incidentals among other tasks such as Districtwide Suit processing and Litigation support providing legal pleadings and suit filings and OT deposits.

**HILLSBOROUGH COUNTY.** Jack is currently finishing work on twenty-two Hillsborough County Cost Estimate projects.

- ◆ **HILLSBOROUGH COUNTY/ACP:** Intersection Improvement Project (SR60).
- ◆ **HILLSBOROUGH COUNTY/JMT:** Intersection Improvement Project (Various).
- ◆ **HILLSBOROUGH COUNTY/Kimley-Horn:** Upper Bay Tampa Trail PD&E.
- ◆ **HILLSBOROUGH COUNTY/RK&K:** Tampa Bypass Canal Trail PD&E.

**HILLSBOROUGH COUNTY/South Swell/HMS Ferries: Tampa Bay Ferry Site Analysis.** Provide analysis for feasibility.

**FDOT, DISTRICT 7: GEC (Lochner/FLAA) – Senior Right of Way Agent, Hillsborough County (2014–2020) – FLAA.** Jack is the right of way program director for FLAA's full-service support to Lochner, including services such as cost estimating, relocation, & property management. Recently completed task includes the I-275 Tampa Presbyterian Village project FPI # 254547-3-32-01, which consisted of 134 residential tenants.

**SGL (Skanska, Granite, Lane JV): I-4 Ultimate Transportation Improvements Utility relocation (2015-Present) –** Jack/FLAA has managed numerous utility conflict resolutions on this project both wet and dry utilities for many of the utility companies being affect by the construction of I-4 Ultimate from north of Maitland to and through Orlando, ensuring the design-build stays on schedule. FLAA has coordinated acquisition, appraisal, damages, and subordinate interests.

**FDOT, DISTRICT 1: SR 542 from 1<sup>st</sup> Street to Buckeye Loop (2013-2016) & US 17 from S of West 9<sup>th</sup> Street to N of West 3<sup>rd</sup> Street (2013-2015) – FLAA.** Jack was the Project Manager for this 66-parcel right of way project in Winter Haven, Polk County. The contract included the partial acquisition of both commercial and residential properties. Jack negotiated some of the more complex parcels, such as the TECO sub-station, the United States Post Office and others as well as managing staff to negotiated settlements/closings and suit preparation, RWMS, Agent Price Estimates and subconsultant management and training. The project was completed over a year ahead of schedule. Length: ±2.6 miles. Jack also managed the US 17 Project and completed the acquisition of 20 commercial parcels in Zolfo Springs, Hardee County.

**TAMPA BAY WATER / BLACK & VEATCH: Appraisal 2018 –** FLAA provided valuation services for a Joint acquisition.

**POLK COUNTY: Lake Wilson Road Cost Estimate (2016-Present) –** FLAA. FLAA maintains a Master Services Agreement with the County, of which Jack is Project Manager. FLAA provided cost estimates in three parts, to include a major intersection at the Polk and Osceola County border, along the Lake Wilson Road's developing corridor, and potential pond sites.

**FLORIDA HIGH SPEED RAIL AUTHORITY/HNTB: Phase 1, Part 1 (2002-2011) –** FLAA. Jack and FLAA served as the Florida High Speed Rail right of way acquisition consultant responsible for all right of way administration, acquisition, appraisal support and related services for over seven years. FLAA provided comprehensive right of way cost estimates of Phase I, Part I from downtown Tampa to the Orlando International Airport. Subsequently the FLAA provided updates and support services.

**TAMPA BAY WATER AUTHORITY / HAZEN SAWYER: Long Term Master Water Plan Update (2015-2016).**

**HILLSBOROUGH COUNTY TRANSPORTATION TASK FORCE (TTF) HNTB/Program Management (2008-2011) –** FLAA. FLAA was the Right of Way arm of the program management team for this county-wide General Engineering (GEC) program in support of this \$500 million initiative. Jack as Right of Way Manager was tasked with developing, implementing, supporting, and assisting in the scheduling and production of the right of way of 125 intersection and corridor improvement projects.

**BLUEPRINT INTERGOVERNMENTAL AGENCY/ City of Tallahassee/Leon County: Capital Circle (2003-Present) –** FLAA. Jack assisted the Agency in developing its right of way program with FLAA being the first consultant to utilize the acquisition incentive program in the State of Florida on a federally funded project. Jack/FLAA has managed, directed, or provided acquisition, relocation, property management, asbestos abatement support and contract management under this task-oriented project since its inception well more than twelve years ago. The scope of services includes right of way cost estimating; acquisition; business damage coordination and negotiation; relocation; closing support; suit information and legal support; value findings; property management/demolition; and contracting services for more than 300 parcels. FLAA continues to this day to support the City of Tallahassee and the BluePrint team.

# Florida Acquisition & Appraisal, Inc.

## Joseph Blair, MBA (Project Manager)

Joe is a State of Florida Licensed Real Estate Broker with 28 years of transportation right of way experience. His extensive background in all right of way disciplines includes acquisition, appraisal and support management, relocation, property management, title, and condemnation suit preparation. He is highly astute in Federal Uniform Act (URA) and Florida Statute having worked in significantly in Florida, Pennsylvania, New York, and Mississippi on Federally funded projects. In Florida, he managed the very successful US-1 Broadway project in West Palm Beach for FDOT District 4, provided acquisition and was Relocation Administrator on the FDOT District 7 I-4 Ybor City project for Florida Acquisition & Appraisal, Inc. . The Ybor City project had over 160 residential and commercial relocations more than 225 acquisitions on an accelerated schedule. He also provided acquisition, relocation, and property management services on the SR 9A and 9B projects in Jacksonville for District 2 FDOT. In PA, he has successfully managed hundreds of projects for PennDOT including the Statewide P3 Rapid Bridge Replacement project-471 bridges statewide where he managed 6 ROW firms and 2 Appraisal firms to complete the project successfully and on time. He was embedded in PennDOT Central Office for 3 years, working closely with PennDOT staff for acquisition & relocation. His management skills and experience include being responsible for developing, implementing, and tracking all right of way activities which allows him to closely manage projects to ensure effective, efficient, and accurate services to client agencies.

### EDUCATION

MBA – 2008 University of Phoenix; BS – Business, Management 2006 University of Phoenix  
Palm Beach State College–Undergraduate work; Marshall University–Undergraduate work  
West Virginia University, Institute of Technology Undergraduate work in engineering

### International Right of Way Association (IRWA) and other courses:

500 Uniform Relocation Assistance Act – Executive Summary; 502 Business Relocation;  
504 Computing Replacement Housing Payments; 506 Advanced Business Relocation Assistance  
Asbestos Building Inspector/Management Planner, UNF; Seagull Asbestos Building Inspector/Management Planner;  
Sequitur Systems Intermediate Programming - R:Base (database) Training  
**Real Estate Broker, State of Florida: License No. BK0595860**

### EXPERIENCE

**FDOT, DISTRICT 4, Districtwide Acquisition, Relocation, and Property Management Services (2016-Present):** Joe is currently providing closing and quality control/assurance on the I-95/PGA Blvd.

**HILLSBOROUGH COUNTY/ACP/HNTB/Faller Davis: SR60 Intersection Improvement Projects, University (USF) area; 131<sup>st</sup> Street (2020-Present):** Joe is currently Right of Way Cost Estimating for CIP; Van Dyke Rd. Acq. and Suit Prep.

**POLK COUNTY: Countywide Right of Way Services-West Pipkin Road (2019-Present)** -Joe is currently a Right of Way Agent on the West Pipkin Road negotiating parcels and providing closing services. FLAA was issued over 50 parcels.

**CITY OF LAKELAND - Task: Lake Parker Tributary Swamp Project (2019-Present)** - Joe is currently managing and seeing to the details acquisition and contract management of appraisal, title and closing of 15 wetland parcels.

**RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY:** Joe managed for FLAA more than 20 staff and Six Appraisal subconsultants and appraised more than 200 parcels. Acquisition, Property Management and Related Services.

**FDOT, DISTRICT 7: I-4 Ybor City, Relocation Coordinator-** Acquisition, Relocation, Suit Preparation. 162 displacees  
Joe was the Relocation Coordinator on this project, He reviewed Replacement Housing Payments, incidental expenses, move costs and related claims. He reviewed relocation claims payment packages, RHPs, incidental expenses, move costs and related claims, DS&S inspections, maintained a database of available housing which was updated periodically during active relocation, personally provided service for 2 business and 17 residential displacees.

**FDOT, DISTRICT 4, Project Manager:** US 1 Broadway, Acquisition/Relocation Services on 30 +/- parcels (2 comm. relos)

**FDOT, DISTRICT 4, Assistant Project Manager:** US 1 Dixie Highway, Acquisition/Relocation Services. Provided services for 14 non-residential displacees, move costs, and related claims, move estimates, payment packages.

**FDOT, DISTRICT 2: SR 9A and 9B (I-295),** Acquisition/Relocation/Property Management Administrator. Joe was responsible for residential and business relocation on numerous parcels. RHPs, Incidental Expenses, Move Costs, and related claims, as well as DS&S inspections for residential parcels. Business eligibilities including Search Expenses, move costs, personal property loss, In-Lieu payments, and reestablishment expenses processed. Property management duties included property inspections, move-outs, security, lawn maintenance and board-up coordination, coordination for asbestos testing, bidding for demolition on houses, mobile homes, and commercial structures.

**Florida Acquisition & Appraisal, Inc.**  
**Joseph Blair, MBA (Project Manager)**

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**CLAY COUNTY, FL: Swimming Pen Creek Bridge Project**, Joe provided services on 20 +/- parcels.

**PENNSYLVANIA TURNPIKE COMMISSION**

**Mon-Fayette Expressway (2017-2020)**, Project Manager for the Highland Team (1 of 4 teams). Acquisition and relocation services on 28 parcels

**PTC Mainline Early Action – Center Road Project**, Acquisition services

**PTC Mainline Early Action – Saltzburg Road and Milespost 53-57 Projects**, Acquisition, relocation, and property management services. Joe reviewed RHPs for all residential displacees and reviewed relocation payment packages.

**PENNSYLVANIA DOT (2006-2020)**. All jobs were full service including relocation & subconsultant management

**Project Manager for Highland Professional Consultants, Inc. on:**

**P3 Statewide Rapid Bridge Replacement (2015-2018)** – Acquisition/Relocation services on 471 bridges 1200+ parcels

**P3 Early Candidate Bridges (ECBs) Project – Westmoreland and Allegheny Counties**, Managed right of way

**I-70 Section K10 Project**, Acquisition, relocation, and property management services. Joe managed the project, providing reviewing RHPs, relocation claims and payment packages, RHPs, incidental expenses, move costs and related claims. He maintained a database of available housing which was updated periodically during active relocation.

**I-79 Section 20H South Junction of I-79/I-70 Project**, Acquisition, relocation, and property management services

**I-79 Section P10 Meadowlands Interchange Project** - Acquisition, relocation, and property management services. Joe managed this project and provided relocation services on 2 residential parcels, one with special needs.

**I-79 Section A60 Bridgeville Interchanges Project** – Joe prepared Conceptual Stage Relocation Survey, Cost Estimating

**SR 0030-134 Jeannette Area SAMI Project** – Managed this 60-parcel project, acquisition, relocation, property mgmt..

**SR 0021-J10 McClellandtown Road Project** –The acquisition included numerous business and residential parcels.

**Hundreds of smaller projects in Pennsylvania successfully cleared from 2006 to the present, many with relocation and property management.**

**PENNSYLVANIA DOT 1998-2001**

**SR 0022-B01, B03 Project Manager** - Acquisition, relocation, and property management services. Personally providing relocation services on all displacees due to trainee agents. Displacees included 6 business and 2 residential parcels.

**SR 1001-A01, Assistant Project Manager** - Acquisition, relocation, and property management services

**SR 0422 Kittaning Bypass Project Senior Agent** - Acquisition, relocation, and property management services

**ALLEGHENY COUNTY, PA**

**Project Manager for:**

**Dooker's Hollow Bridge Replacement** - Acquisition and relocation services. He prepared RHPs, relocation claims etc

**CITY OF PITTSBURGH, CHARLES ANDERSON BRIDGE PROJECT** – Preliminary engineering, deed research

**WESTMORELAND COUNTY, PA**

**Project Manager for: Brewery Bridge Project** - Acquisition services

**FAYETTE COUNTY, PA**

**Project Manager for:**

**Weaver Run Project** - Acquisition services

**Bridge 102 Project** – Acquisition services

**CITY OF COATSVILLE, PA**

**Project Manager for:**

**Chetty Project** - Acquisition and relocation services. Provided relocation services for 2 residential and 2 business relos.

**ChessPenn Project** - Acquisition and relocation services. Relocated 1 business and 6 residential displacees.

**ROCKLAND COUNTY, NY**

**Project Manager for: Rockland County Water Project** - Relocation services for 2 parcels.

**MISSISSIPPI DOT**

**US 84 Project** - Relocation services. Relocated 15 residential displacees and calculated all RHPs. Prepared 15 RHPs. Prepared relocation claims and payment packages, incidental expenses, move costs and related claims.

**US 49 Project** - Relocation services. Moved several 2 residential, 2 business, and 51 personal property displacees (signs). He reviewed RHPs, prepared and reviewed relocation claims and payment packages, incidental expenses, move costs and related claims. Business claims were prepared and reviewed for move costs, search expenses, personal property loss.

# Florida Acquisition & Appraisal, Inc.

## Bernard J. Ward, SR/WA, Task Manager/Agent

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Ben Ward is a Task Manager Senior right of way agent in the State of Florida who has served on public real estate projects for over 33 years. He is currently providing services to FLAA as part-time seasonal employee. Ben possesses proven experience in acquisition negotiations for fee simple, various easement interests, and other land interests. He has implemented relocation assistance programs and performed property management activities. Ben has served as an in-field agent, project manager, and program/division manager. His corporate experience includes senior leadership, practice marketing, staffing, corporate team building, budgeting, and accounting. He has working knowledge of State and Federal right of way policies and procedures, including the Uniform Relocation Act. Ben maintains a leadership reputation in the IRWA and with clients throughout the country. His core competencies include acquisition negotiations, relocation assistance, property management, cost estimating, eminent domain support, program management, project management, strategic planning, team building, proposal preparation & marketing, quality control, and corporate administration.

### EDUCATION & CONTINUING EDUCATION

Bachelor of Business Administration, Marketing: University of Iowa, Iowa City, IA  
International Right of Way Association (IRWA) (*multiple courses*)  
American Institute of Real Estate Appraisers courses (*six courses*)

### PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS

Real Estate Broker, State of Florida: License No. BK435747  
Notary Public, State of Florida: Commission No. 853085  
Senior Right of Way Agent, International Right of Way Association: SR/WA Designation  
Member, Right of Way Consultant Council  
International Right of Way Association positions  
Former International Governing Council Member, International Right of Way Association

### EXPERIENCE

**SR 369, Crawfordville Highway, Crawfordville, FL, FDOT District 3.** Ben managed and acquired 41 parcels and conducted the relocation of 10 residences, two businesses and 10 personal property moves. Ben provided acquisition negotiations, closing and legal support along with relocation assistance services.

**SR 390, Panama City, FL, FDOT District 3.** Ben managed acquired for 43 parcels and relocated 11 businesses.

**SR 30 (US 98) Pensacola Bay Bridge, Gulf Breeze, FL, FDOT District 3.** Ben provided acquisition and relocation.

**King Middle School Sidewalk Project, Milton, FL for Santa Rosa County & City of Milton.** sidewalk acquisition.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT:** Division Director-Real Estate & Section Leader-Real Estate (2014-2016). SFWMD is a regional water district that provides flood control, water supply and water quality restoration for a 16 county service area in southeast/central Florida. Regular interface with the governing board members and the general public. Key responsibilities and achievements included the management of 15 real estate professionals in the acquisition negotiations, relocation assistance, leasing and supporting real estate activities for District business, executed over 20 land leases and completed over 50 canal reservation releases. Acquired over \$20 million of restoration lands and disposed of surplus lands valued at over \$6M.

Ben participated in numerous projects throughout Florida, and other states, to include:

- ◆ **FDOT, District 3: SR 369-Crawfordville Highway.** R/W Operations Manager and Senior R/W Agent.
- ◆ **FDOT, District 3: SR 390, Panama City, FL.** R/W Operations Manager and Senior R/W Agent
- ◆ **FDOT, District 4: SR 809, West Palm Beach.** Project manager.
- ◆ **FDOT, District 4: SR 80, West Palm Beach.** Project manager.
- ◆ **FDOT, District 4: SR 615, Fort Pierce.** Project manager.
- ◆ **FDOT, District 4: Districtwide Right of Way Cost Estimating.** Project manager.
- ◆ **FDOT, District 4: Districtwide Suit Preparation.** Project manager.
- ◆ **FDOT, District 4: Roosevelt Bridge Replacement, Stuart.** Project manager.
- ◆ **FDOT, District 6: Districtwide Property Management, Miami.** Project manager.



# Florida Acquisition & Appraisal, Inc.

## David Montalvo (*Contract/Task Mgr. & Agent*)

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David Montalvo is an innovative right of way agent with significant real estate knowledge and personal experience with the eminent domain process. He was introduced to real estate by his father, who became a commercial sales associate upon retirement from the Florida Department of Transportation (FDOT) and the City of Ocala Transportation Department. David has experience and assisted with acquisition, cost estimating, lawsuit information preparation, closing support, route analysis, form production and control, QA/QC, and contract management for FDOT and municipality projects throughout Florida. His understanding and competence with information technology provides increased productivity, efficiency, and quality assurance to assigned tasks. David also served 17 years as a Paralegal in the U.S. Army Reserve and brings his adaptability and professionalism to FLAA's corporate office in Tampa.

### EDUCATION

Bachelor of Science Courses, Criminal Justice: Strayer University, 2012-2013  
Associate of Arts, Business Administration: American InterContinental University, 2005

### PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS

Real Estate Sales Associate, State of Florida: License No. SL3146477  
Notary Public, State of Florida: Commission No. GG 285373  
International Right of Way Association: Member No. 7926328  
Certified Asbestos Building Inspector: Certificate No. 01282006AM  
Certified Asbestos Management Planner: Certificate No. 01282003PM

### EXPERIENCE (*Selected*)

**POLK COUNTY: Countywide Right of Way Services (2019-Present).** FLAA was re-selected to provide on-call right of way services to the County on an as-needed basis. David is a Right of Way Agent for both the East and West segments of West Pipkin Road (Tasks 1 & 2), where FLAA was issued over 30 parcels, with significant attorney representation and properties including trusts, churches, a convenience store, and an auto repair facility/tow lot. David has been tasked with numerous parcels, most with attorney representation and some with significant business impacts and business damage claims.

**FDOT, DISTRICT 4: Districtwide Acquisition, Relocation, and Property Management Services (2016-Present).** David is a right of way agent for this FLAA contract, which scope includes Phase 1 assessments, acquisition, negotiation, cost estimating, settlements, suit information preparation, relocation, and property management administration. During Task 1, he was the Closing Agent for parcels being acquired along Port St. Lucie Blvd, while also providing Quality Assurance, Core Process Mapping (CPM) reports, and document preparation. During Task 3, David is also providing RWMS, CPM, and additional support for parcels along SR-9/I-95, from PGA Blvd to Central Ave in Palm Beach County.

**CITY OF LAKELAND: Continuing Contract and Agreement for Right of Way Acquisition Professional Services (2016-Present).** David provides Project Administration, Quality Control, and serves as a Right of Way Agent for this task-oriented, multi-year contract. The first task of this contract for Brunnell Parkway was completed with the acquiring of voluntary perpetual easements for sidewalk development and improvement. The second task was for voluntary acquisition of properties to establish Lake Parker's tributary swamp intending to improve water quality in the community.

**FDOT, DISTRICT 6: Districtwide Clearing & Leasing Consultant Services (2016-Present).** David is providing Contract Management by oversight and coordination of subconsultant tasks performed for the District. The contract scope includes a wide range of services, to include GIS mapping, asbestos inspection and abatement, litigation support, demolition and removal, surplus and leasing, and environmental management.

**U.S. Army Reserves: Paralegal NCO (2002-2019).** David served over 17 years as a Paralegal in the U.S. Army Reserves. He was called upon to serve in overseas deployments in designated combat zones in support of Operations Iraqi Freedom and Enduring Freedom (Kuwait & Afghanistan) three times between 2006 and 2014 and served one year assigned to support Operation Warrior Trainer. David has received multiple awards for his professional excellence and dedication to duty, including two Meritorious Service Medals.

# Florida Acquisition & Appraisal, Inc.

## David Edwards (*Task Mgr. & Agent*)

David Edwards is a Florida Licensed Real Estate Broker and is the Former Pasco County Right of Way Manager with over 30 years right of way and land planning experience. David also was the Director of R/W Acquisition/Relocation for the Colorado Department of Transportation and is currently a R/W Manager with the City of Denver. David maintains his permanent residence in Pinellas County and is a part-time seasonal employee with FLAA and has expressed a desire to return to Florida fulltime and when an opportunity arises to fulfil that initiative FLAA has committed to David with those goals as clients task projects. David experience with governmental administration of right of way acquisition and relocation services, project management, property management and customer service is extensive.

### EDUCATION & CONTINUING EDUCATION (Selected)

**Master of Science, Real Estate Management:** New England College, Henniker, NH, 2018

**Bachelor of Science, Environmental Resource Management & Planning:** University of West FL, Pensacola, FL, 1982

### PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS (Selected)

**Workplace Diversity/Harassment Prevention**

**Specifications/Sole Source**

**Quality Management and Business Process Mapping**

**Leadership/Management Spectrum**

**Transportation Planning Certificate of Training**

**CEI – Certified Environmental Inspector (December 1991)**

**Real Estate Broker:** State of Florida, Lic. No. BK611134

**Certificate of Training NHI, FHWA –NHI- 141030 Advanced**

**Relocation Under the Uniform Act.,** October 19-21, 2016

**Professional Certification in Sales**

**CDOT Transportation Core Curriculum,** Feb. 22-26, 2016

**Eminent Domain Training Conferences - (2009-2012, 2016)**

### EXPERIENCE

**CITY OF DENVER – Right of Way Management (2018-Present)** – David currently provides Project Management oversight and contract management of several right of way projects utilizing right of way consultants to provide appraisal, title, acquisition and relocation services. David coordinates with all levels of design support, survey and the Attorneys office.

**COLORADO DEPARTMENT OF TRANSPORTATION (2016-2018).** Directed, supervised and assigned the work functions and activities of the Acquisition/Relocation unit at HQ. Supervised three professional positions; developed performance plans and objectives and evaluated performance of subordinates. Analyzed and approved relocation determinations of benefits to individuals, businesses, farms, or non-profit organizations displaced by a highway project Statewide. Supervised and participated in the creation of warrants for acquisition and relocation payments, supervising and preparing reports for CDOT, Federal Highway Administration (FHWA) and the IRS. David assisted in development and implementation of the new Transportation Commission approval process for Right of Way Plans, start of negotiations, condemnation, and settlement approvals. Defended and justified CDOT's position in appeals hearings. David developed QC/QA methods to review and evaluate qualifications of acquisition and relocation agents, as well as production-based deliverables.

**PASCO COUNTY, FL BOARD OF COUNTY COMMISSIONERS: Real Estate Manager (2007-2015).** Planned, assigned, directed, and reviewed the work of Right-of-Way Agents. Established training programs for personnel. Gave assistance and advice on unusual problems and in difficult cases. Supervised and administered right-of-way acquisition procedures, including property descriptions, title research, appraisal, negotiations, and relocation for right-of-way for roads, bridges, canals, and other activity requiring access to or use of private or public land. Prepared leases, contracts, resolutions, and agreements to present to the Board for approval. Coordinated with appraisers to establish values of property to be acquired; maintained and preserved public records and reports related to the work. Processed documents necessary to close real estate transactions. Coordinated procedures for eminent domain actions by providing quality control, evaluating property needs, formulating cure plans. Represented Pasco County as the Client at mediations and court hearings, and as a liaison between project management, acquisition consultants, and the County Attorney's Office. Presented public hearing items to the Board of County Commissioners. Utilized Project Management skills in many projects (ATIDS, Surplus Properties, consolidation of current processes in to one stop information supply). SR 54 acquisition, relocation, mediation including eminent domain trials and construction project on time and within budget. Conferred with department heads and supervisory personnel in planning various projects and determining methods and procedures used to effectively complete such projects. Dealt frequently with the public answering questions and researching requests for information.

**CITY OF DUNEDIN, FL-COMMUNITY REDEVELOPMENT DIRECTOR** – Managed and directed downtown development

**David has worked on more than 200 right of way projects, Due to page limitations we have highlighted appropriate projects.**

## **Florida Acquisition & Appraisal, Inc.** **Paul N. Edgington (Task Mgr. & Agent)**

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Paul Edgington, a licensed real estate sales associate, has over 22 years with FDOT, District 1 as an acquisition agent, acquiring commercial, residential, non-profit, governmental and quasi-governmental parcels. Paul has been involved in all aspects of the acquisition and relocation process such as preparing project notification letters, preparing value finding estimates, conducting relocation needs assessment surveys and reporting, presenting offers, negotiating settlements, preparing administrative settlements, participating in business damage negotiations, preparing suit packages, performing title updates, conducting closings, and documenting parcel activities/negotiations in the Department's Right of Way Management System. Paul, as part of the I-75/Alligator Alley Project task force, acquired parcels and performed property management activities including improvements inventory, preparing bid specification packages and awarding demolition contracts, monitoring demolition activities and conducting property surveillance. Paul worked with Jack Curatelli as a right of way consultant for over four years, performing acquisition activities and functioning as assistant project manager on the District 1 SR540 project. He also performed various relocation activities, including the preparation of Needs Assessment Surveys, RHPs and various claim packages. Paul was employed with the National Park Service for over two years and acquired hundreds of parcels for the expansion of the Big Cypress National Preserve and Everglades National Park. Paul also spent ten years with a timber products company negotiating leases for the harvest of timber products.

### **EDUCATION & CONTINUING EDUCATION:**

Michigan State University, East Lansing, Michigan - Bachelor of Science, Forestry  
Numerous FDOT and IRWA Right of Way courses

### **PROFESSIONAL AFFILIATIONS, REGISTRATIONS, & CERTIFICATIONS:**

State of Florida Real Estate Sales Associate, License No. SL341701

### **EXPERIENCE:**

**Florida Acquisition & Appraisal, Inc.** Paul Edgington is a new-hire to FLAA and will be providing acquisition, cost estimating, right of way production to include acquisition, relocation, property management, and administration services to meet the increasing demands of Florida's continued statewide transportation development. FLAA looks forward to assigning project tasks to Paul in the near future.

**FDOT, DISTRICT 1: I-75, Golden Gate Parkway to Bonita Beach Road, Collier County** – FDOT. As part of District 1 acquisition staff, Paul acquired several fee parcels and permanent easement parcels for stormwater management facilities to facilitate the recent widening of I-75. Some of the more complex parcels Paul negotiated include the fee taking of a portion of a conservation easement on an established golf course and the total taking of a \$7,000,000 residence encumbered with numerous mortgages and unresolved easement issues.

**FDOT, DISTRICT 1: I-75 and SR80 (Palm Beach Blvd.) Interchange, Lee County** – FDOT. Paul, as a District 1 agent, was involved in acquiring several whole acquisition residential properties for a large stormwater management facility. This project was challenging because there were pending foreclosures and unresponsive tenants.

**FDOT, DISTRICT 1: US41 Business (Tamiami Trail), Venice, Sarasota County** – FDOT. Paul was involved in the partial acquisition of several complex parcels on a commercial corridor in Venice, Florida. The most difficult parcel was a large shopping center with approximately 40 business tenants a couple of out parcels and multiple cross-easements. Other unusual parcels included the acquisition of a portion of the common area from both a business condominium and a residential condominium.

**FDOT, DISTRICT 1: SR70, West of US98 to 7<sup>th</sup> Avenue, Okeechobee County** – FDOT. Paul was involved in acquiring a variety of parcels on a project which could be described as a "wipe-out" of most of the businesses on the south side of SR70. The parcels or businesses Paul negotiated included an oil and gas distributorship, a dairy milk storage facility, an auto parts store, a small food market, a convenience store/gas station, a used car lot, and two drive-through beverage stores, plus there were outdoor advertising signs on at least two of the parcels. This project was more complex than most because it involved large severance and cost to cure damages, multiple offers with uneconomic remnants and multiple business damage claims.

**Florida Acquisition & Appraisal, Inc.**  
**Paul N. Edgington (Task Mgr. & Agent)**

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**ADDITIONAL PROJECTS:**

- ◆ **DISTRICT 1:** I-75/Alligator Alley, Collier County – FDOT.
- ◆ **DISTRICT 1:** I-75 and Golden Gate Parkway Interchange, Collier County – FDOT.
- ◆ **DISTRICT 1:** US41, Bonita Beach Road to Imperial River, Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, Colonial Blvd to SR82 (Martin Luther King Blvd.), Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, Corkscrew Road to San Carlos Blvd, Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, Lucket Road to SR80 (Palm Beach Blvd.), Lee County – FDOT.
- ◆ **DISTRICT 1:** I-75, SR80 (Palm Beach Blvd.) to SR78 (Bayshore Road), Lee County – FDOT.
- ◆ **DISTRICT 1:** SR78, Chiquita Blvd. to Santa Barbara Blvd., Lee County – FDOT.
- ◆ **DISTRICT 1:** SR78, Burnt Store Road to Chiquita Blvd., Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (Metro Parkway, Hanson Street to SR82 (Martin Luther King Blvd), Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (Metro Parkway, Winkler Parkway to Hanson Street, Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (Metro Parkway, 6 Mile Cypress Parkway to Daniels Parkway, Lee County – FDOT.
- ◆ **DISTRICT 1:** SR739 (US41 Business), Littleton Road to US41 (SR45), Lee County – FDOT.
- ◆ **DISTRICT 1:** SR82, CR884 to Shawnee Road, Lee County – FDOT.
- ◆ **DISTRICT 1:** SR80, East Lee County (2 Projects) – FDOT.
- ◆ **DISTRICT 1:** US41 Bypass, Venice, FL, Gulf Coast Blvd. to Albee Farm Road, Sarasota County – FDOT.
- ◆ **DISTRICT 1:** I-75, River Road to SR681, Sarasota County – FDOT.
- ◆ **DISTRICT 1:** SR72 (Clark Road), Sarasota County – FDOT.
- ◆ **DISTRICT 1:** SR64, Lakewood Ranch Blvd. to Lorraine Road, Manatee County – FDOT.
- ◆ **DISTRICT 1:** US17, Livingston Road to Hardee County Line, DeSoto County – FDOT.
- ◆ **DISTRICT 1:** US17, DeSoto County Line to Moffitt Road, Hardee County – FDOT.
- ◆ **DISTRICT 1:** US17, Moffitt Road to 7<sup>th</sup> Street West, Zolfo Springs, Hardee County – FDOT.
- ◆ **DISTRICT 1:** US17, CR670A to Heard Street, DeSoto County – FDOT.
- ◆ **DISTRICT 1:** US27, Lake Isis Avenue to Stryker Road, Highlands County – FDOT.
- ◆ **DISTRICT 1:** SR70, L-10 Canal to Berman Road (128<sup>th</sup> Avenue), Okeechobee County – FDOT.
- ◆ **DISTRICT 1:** SR70 and US441 Intersection, Okeechobee County – FDOT.
- ◆ **DISTRICT 1:** US441, CSX RR to Cemetery Road, Okeechobee County – FDOT.
- ◆ **DISTRICT 7:** I-4, CR579 to McIntosh Road, Hillsborough County – GCPA.
- ◆ **DISTRICT 7:** US41 / Nebraska Avenue, Hillsborough County – GCPA.
- ◆ **TURNPIKE ENTERPRISE:** Suncoast Parkway, Hillsborough, Pasco, and Hernando Counties – GCPA.

September 15, 2020

Proposals Selection Committee  
Collier County Government  
Procurement Services Division  
3295 Tamiami Trail East, Bldg. C-2  
Naples, FL 34112

RE: Solicitation No.: 20-7778  
Right-of-Way Acquisition Services  
Cover Letter

Dear Selection Committee Members:

The staff of Carroll & Carroll Appraisers & Consultants, LLC are excited to join Florida Acquisition & Appraisal, Inc. as a sub-contractor to assist in right-of-way acquisition services.

Our practice is focused in Collier and Lee Counties. We subscribe to local and regional real estate listing/sales systems, to regional and national economic and demographic sources, and we maintain our own comparables database. Our business model and our data subscriptions keep us geographically competent.

We have a great relationship with Collier County and it is therefore appropriate that we should apply to do additional business with you.

For purpose of this proposal, the contact persons for the firm are:

Timothy W. Sunyog, MAI  
(239) 775-1147 office  
(239) 272-3638 cell  
tims@carrollandcarroll.com

Joshua M. Sicard, MAI  
(239) 775-1147 office  
(239) 821-5665 cell  
josh@carrollandcarroll.com

We appreciate your time and consideration.

Sincerely,

**CARROLL & CARROLL**



**Timothy W. Sunyog, MAI**  
Cert Gen RZ3288



**Joshua M. Sicard, MAI**  
Cert Gen RZ3541

# **Florida Acquisition & Appraisal, Inc.**

## **Nick Bowman, CPM, FCCM (QC/QA, Task Mgr. & Agent)**

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Nick Bowman is a Florida Real Estate Broker with 26 years of right of way experience and 20 years of project management experience. From 2014-2019, he was an FDOT Turnpike Enterprise Deputy District Right of Way Manager / Production. Prior to his FDOT service, Nick had 20 years of experience as an FDOT right of way consultant with a successful track record managing and delivering complex right of way projects for more than 30 clients. Early in 2019, Nick was shortlisted for "Director, Office of Right of Way" position for FDOT. As Deputy District R/W Manager/Production, Nick was responsible for over twenty FDOT projects in the last five years. Prior to that, as a consultant, he served as a PM or a Senior agent on projects for all other FDOT Districts except Districts 3 and 5. He has also managed nine projects for Polk County, one for the City of Lakeland and has also conducted acquisition duties for FDOT District 1 on SR 540. Projects he has managed have resulted in pre-suit negotiated settlement rates of 93%, 95% and 100%. Nick has proven to be able to consistently settle complex acquisition parcels with many of the eminent domain attorneys who practice in Florida. He has settled parcels for up to \$10M for FDOT. Nick is a Florida Department of Transportation (FDOT) approved Project Manager and Contract Manager, receiving management grades as high as 98%. He has a strong relocation background including apartment buildings, mobile homes, "big-box" stores, junkyards and gas stations.

### **EDUCATION & CONTINUING EDUCATION:**

**University of Central Lancashire, England:** Bachelor of Arts (honors), International Politics and History

**International Right of Way Association (IRWA):** Completed numerous Acquisition, Relocation, Engineering, Law and Ethics Courses - sufficient to complete SR/WA, R/W-NAC and R/W-RAC (Relocation) credentialing

### **PROFESSIONAL REGISTRATIONS, CERTIFICATIONS & AFFILIATIONS:**

**Real Estate Broker**, State of Florida: Lic. No. BK614802

**Certified Public Manager (CPM)**, Florida State University

**Certified Contract Manager (FCCM)**, State of Florida

**Notary Public**, State of Florida

**Asbestos Building Inspector**, AHERA-accredited

**Asbestos Management Planner**, AHERA-accredited

### **SELECT PROJECT EXPERIENCE:**

**POLK COUNTY Pipkin Road West (East and West portions)** Nick currently is a Task Manager on portion of the right of way acquisition of this project. Nick has managed and or provided production on more than nine Polk County.

**FDOT, FLORIDA'S TURNPIKE ENTERPRISE: Deputy Right of Way Manager / Production.** During his time at the Florida's Turnpike Enterprise, Nick was responsible for right of way production, consultant management and contracting, and right of way project management statewide. No project was delivered late or over-budget. No deficiency was found in contract management and the agency was found to be fully compliant with all prevailing laws, regulations and procedures governing right of way in 300 parcels. Nick successfully managed all right of way contracts and oversaw production team. He also led the innovation team and was awarded the Distinguished Manager and Innovator of the Year awards for that agency. He managed Suncoast 2 to early completion with excellent production metrics.

**BLUEPRINT INTERGOVERNMENTAL AGENCY/City of Tallahassee/Leon County: Capital Circle (2003-Present) – FLAA.** Nick assisted in the production of Capital Circle NW and portions of the FAMU Way project. These task-oriented projects were full-service and included; acquisition; business damage coordination and negotiation; relocation; closing and suit support; value findings; property management/demolition; and contracting services for more than 300 parcels.

**FDOT, DISTRICT 4: Port St. Lucie Cross-Town Connector, Task Manager.** Nick managed production, provided relocation advisory assistance and prepared RHPs and other relocation claim packages on this LAP remediation project.

**FDOT, DISTRICT 7: I-275, Deputy Project Manager.** Nick wrote the Relocation Needs Assessment and supervised the activities of eight relocation agents. This project affected over 200 low-income households and many "last resort" relocation solutions were required. All displacees were relocated successfully, without significant issue, according to the schedule.

**FDOT, DISTRICT 2: SR 20 and SR 47, Project Manager.** Nick gained positive recognition for successful management of these acquisition/relocation/property management projects. One of the project management grades was 98%.

**FDOT, DISTRICT 1: Martin Luther King Boulevard (Fort Myers, Lee County), Senior Acquisition/ Relocation Agent.** Nick negotiated the acquisition of a night club, gas stations, stores, a "flop house" and other challenging parcels. Relocation was difficult and required particular sensitivity to cultural concerns.

## Professional Qualifications

### Timothy W. Sunyog, MAI

- Born & raised in Naples
- Bachelor of Arts degree in Economics from Rollins College - 2004
- Began his appraisal career with Carroll & Carroll in 2005
- Florida State-Certified General Appraiser RZ3288
- Holds the MAI designation conferred by the Appraisal Institute
- His practice is commercial properties
- He has experience in condemnation and right-of-way acquisition appraisal practice
- He's an expert in religious and institutional facilities
- He's qualified in Circuit Court as an expert witness

His license and certificate are copied at the end of this section.

### Joshua M. Sicard, MAI

- Long time Naples resident
- U of F graduate of the Building Construction program with a minor in Business Administration - 2006
- Began his appraisal career with Carroll & Carroll in 2015 after employment with the Naples office of Integra
- Florida State-Certified General Appraiser RZ3541
- Holds the MAI designation conferred by the Appraisal Institute
- His practice is commercial properties
- He has experience in condemnation appraisal practice
- He's an expert in building construction
- Holds a Florida contractor's license

His license and certificate are copied at the end of this section.



### **Timothy R. O'Neill, SRA**

- Long time Naples resident
- Studied Exercise Science at Wright State and Cleveland State Universities
- Began his appraisal career with Carroll & Carroll in 2011 after more than 12 years appraising in Naples with emphasis on luxury residential
- Florida State-Certified Residential Appraiser RD7163
- Holds the SRA designation conferred by the Appraisal Institute
- He's an expert in luxury residential
- He's qualified in Circuit Court as an expert witness

His license and certificate are copied at the end of this section.

### **Raymond E. Carroll, MAI, SRA, CFM**

- Life-long Naples resident
- Bachelor of Science in Real Estate from FAU - 1975
- Founding partner of Carroll & Carroll LLP - 1984
- President of Carroll & Carroll, Inc. 2002-2017
- Florida State-Certified General Appraiser RZ165
- Holds the MAI & SRA designations conferred by the Appraisal Institute
- Holds the CFM designation conferred by the Association of State Floodplain Managers
- His practice is both residential & commercial
- He has experience in condemnation appraisal practice and in other before-and-after method appraisal assignments
- He's an expert in easement analysis, fractional interest appraisals, and FEMA 50% Rule appraisals
- He's qualified as an expert witness in Circuit Court and Federal Bankruptcy Court

His license and certificates are copied at the end of this section.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

**SUNYOG, TIMOTHY WILLIAM**

2805 HORSESHOE DRIVE SOUTH  
SUITE 100  
NAPLES FL 34104

**LICENSE NUMBER: RZ3288**

**EXPIRATION DATE: NOVEMBER 30, 2020**

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



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# Appraisal Institute®

*Professionals Providing Real Estate Solutions*

This Certifies That

*Timothy W. Sunyog*

has been admitted to membership as an

**MAI Member**

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

In Witness Whereof, the Board of Directors of the Appraisal Institute has  
authorized this certificate to be signed in its behalf by the President, and the  
Corporate Seal to be hereunto affixed on this *24<sup>th</sup>* day of *June 2015*

  
President

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





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

**SICARD, JOSHUA MATTHEW**

2805 HORSESHOE DRIVE S SUITE 1  
NAPLES FL 34104

**LICENSE NUMBER: RZ3541**

**EXPIRATION DATE: NOVEMBER 30, 2020**

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# Appraisal Institute<sup>®</sup>

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This Certifies That

*Joshua M. Sicard*

has been admitted to membership as an

**MAI Member**

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

In Witness Whereof, the Board of Directors of the Appraisal Institute has  
authorized this certificate to be signed in its behalf by the President, and the  
Corporate Seal to be hereunto affixed on this *13<sup>th</sup>* day of *June 2014*

*President*

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



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

**FLORIDA REAL ESTATE APPRAISAL BD**

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

**ONEILL, TIMOTHY RYAN**

918 ROSEA COURT  
NAPLES FL 34104

**LICENSE NUMBER: RD7163**

**EXPIRATION DATE: NOVEMBER 30, 2020**

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# Appraisal Institute<sup>®</sup>

*Professionals Providing Real Estate Solutions*

This Certifies That

*Timothy R. O'Neill*

has been admitted to membership as an

**SRA Member**

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

In Witness Whereof, the Board of Directors of the Appraisal Institute has  
authorized this certificate to be signed in its behalf by the President, and the  
Corporate Seal to be hereunto affixed on this *17<sup>th</sup>* day of *April 2014*

  
\_\_\_\_\_  
President

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





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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

**CARROLL, RAYMOND E**

2805 S HORSE SHOE DR  
STE 1  
NAPLES FL 34104

**LICENSE NUMBER: RZ165**

**EXPIRATION DATE: NOVEMBER 30, 2020**

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## MEMBERSHIP CERTIFICATE

*This Certifies That*

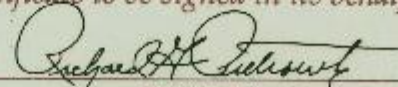
**Raymond Ernest Carroll**

*was admitted to membership in the American Institute of Real Estate Appraisers as an MAI Member (8276) on the 20th day of October, 1989 and by virtue of the unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers has become an*

**MAI Member**

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

*In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President.*

  
PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE APPRAISAL INSTITUTE AND MUST BE RETURNED TO THE SECRETARY UPON TERMINATION OF MEMBERSHIP.



**APPRAISAL  
INSTITUTE**

## MEMBERSHIP CERTIFICATE

*This Certifies That*

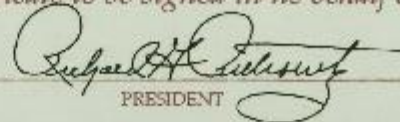
*Raymond Ernest Carroll*

*was admitted to membership in the American Institute  
of Real Estate Appraisers as an RM Member (1784)  
on the 2nd day of August, 1983 and by virtue  
of the unification of the American Institute of Real Estate Appraisers  
and the Society of Real Estate Appraisers has become an*

**SRA Member**

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

*In Witness Whereof, the Board of Directors of the Appraisal Institute has  
authorized this certificate to be signed in its behalf by the President.*

  
PRESIDENT

THIS CERTIFICATE IS THE PROPERTY OF THE APPRAISAL INSTITUTE AND MUST BE RETURNED TO THE SECRETARY UPON TERMINATION OF MEMBERSHIP.

**ASSOCIATION OF STATE  
FLOODPLAIN MANAGERS, INC.  
CERTIFICATION BOARD OF REGENTS**

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE  
CERTIFIED FLOODPLAIN MANAGER PROGRAM

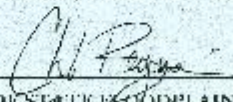
**Raymond E. Carroll, CFM**

IS DULY REGISTERED AS AN

**ASFPM CERTIFIED FLOODPLAIN MANAGER**

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE  
CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-18-10240, ISSUED 3/9/2018. THIS  
CERTIFICATE SHALL EXPIRE 7/31/2020, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

  
\_\_\_\_\_  
CERTIFICATION BOARD OF REGENTS  
PRESIDENT, MARK RIEBAU, CFM

  
\_\_\_\_\_  
ASSOCIATION OF STATE FLOODPLAIN MANAGERS  
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM



## **EVALUATION CRITERIA NO. 6: LOCAL VENDOR PREFERENCE**

FLAA is **not** a local vendor as defined in the RFP. Rather, we maintain offices in Tampa, Lakeland, and Tallahassee, with employees working from the Panhandle to Miami. FLAA is fully capable of delivering expert services across the state, as evidenced by our contracts with FDOT's District 4 (Miami-Dade) and District 4 (Palm Beach). By efficient personnel assignments and leveraged technology, we can maintain project schedules with positive a float at or below budget.



**Vendor Check List**

**IMPORTANT:** Please review carefully and submit with your Proposal/Bid. All applicable documents shall be submitted electronically through BidSync. Vendor should checkoff each of the following items:

- General Bid Instructions has been acknowledged and accepted.
- Collier County Purchase Order Terms and Conditions have been acknowledged and accepted.
- Form 1: Vendor Declaration Statement
- Form 2: Conflict of Interest Certification
- Proof of status from Division of Corporations - Florida Department of State (If work performed in the State) - <http://dos.myflorida.com/sunbiz/> should be attached with your submittal.
- Vendor **MUST** be enrolled in the E-Verify - <https://www.e-verify.gov/> at the time of submission of the proposal/bid.
- Form 3: Immigration Affidavit Certification **MUST** be signed and attached with your submittal or you **MAY** be **DEEMED NON-RESPONSIVE**
- E-Verify Memorandum of Understanding or Company Profile page should be attached with your submittal.
- Form 4: Certification for Claiming Status as a Local Business, **if applicable**, has been executed and returned. Collier or Lee County Business Tax Receipt should be attached with your submittal to be considered.
- Form 5: Reference Questionnaires form must be utilized for each requested reference and included with your submittal, id applicable to the solicitation.
- Form 6: Grant Provisions and Assurances package in its entirety, **if applicable**, are executed and should be included with your submittal. All forms must be executed, or you **MAY** be **DEEMED NON-RESPONSIVE**.
- Vendor W-9 Form.
- Vendor acknowledges Insurance Requirements and is prepared to produce the required insurance certificate(s) within five (5) days of the County's issuance of a Notice of Recommend Award.
- The Bid Schedule has been completed and attached with your submittal, applicable to bids.
- Copies of all requested licenses and/or certifications to complete the requirements of the project.
- All addenda have been signed and attached, or you **MAY** be **DEEMED NON-RESPONSIVE**.
- County's IT Technical Architecture Requirements has been acknowledged and accepted, if applicable.
- Any and all supplemental requirements and terms has been acknowledged and accepted, if applicable.



Form 1: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

Dear Commissioners:

The undersigned, as Vendor declares that this response is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud. The Vendor hereby declares the instructions, purchase order terms and conditions, requirements, and specifications/scope of work of this solicitation have been fully examined and accepted.

The Vendor agrees, if this solicitation submittal is accepted by Collier County, to accept a Purchase Order as a form of a formal contract or to execute a Collier County formal contract for purposes of establishing a contractual relationship between the Vendor and Collier County, for the performance of all requirements to which this solicitation pertains. The Vendor states that the submitted is based upon the documents listed by the above referenced solicitation. The Vendor agrees to comply with the requirements in accordance with the terms, conditions and specifications denoted herein and according to the pricing submitted as a part of the Vendor's bids.

Further, the Vendor agrees that if awarded a contract for these goods and/or services, the Vendor will not be eligible to compete, submit a proposal, be awarded, or perform as a sub-vendor for any future associated work that is a result of this awarded contract.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 21st day of Sept, 2020 in the County of Hillsborough, in the State of Florida.

Firm's Legal Name: Florida Acquisition & Appraisal, Inc.
Address: 410 S. Ware Blvd., Suite 700
City, State, Zip Code: Tampa, FL 33619
Florida Certificate of Authority Document Number: P95999959188
Federal Tax Identification Number: 59-3331947
\*CCR # or CAGE Code
\*Only if Grant Funded
Telephone: 813-241-6354
Email: busvendor@flaa.com
Signature by: [Handwritten Signature]
Title: President

**Additional Contact Information**

**Send payments to:**  
(required if different from  
above)

Florida Acquisition & Appraisal, Inc.

Company name used as payee

Contact name:

Jill Allen

Title:

Bookkeeper

Address:

P.O. Box 89007

City, State, ZIP

Tampa, FL 33689

Telephone:

813-241-6354, ext. 4

Email:

jallen@flaa.com

**Office servicing Collier  
County to place orders**  
(required if different from  
above)

Contact name:

Title:

Address:

City, State, ZIP

Telephone:

Email:

**Form 2: Conflict of Interest Certification Affidavit**

The Vendor certifies that, to the best of its knowledge and belief, the past and current work on any Collier County project affiliated with this solicitation does not pose an organizational conflict as described by one of the three categories below:

**Biased ground rules** – The firm has not set the “ground rules” for affiliated past or current Collier County project identified above (e.g., writing a procurement’s statement of work, specifications, or performing systems engineering and technical direction for the procurement) which appears to skew the competition in favor of my firm.

**Impaired objectivity** – The firm has not performed work on an affiliated past or current Collier County project identified above to evaluate proposals / past performance of itself or a competitor, which calls into question the contractor’s ability to render impartial advice to the government.

**Unequal access to information** – The firm has not had access to nonpublic information as part of its performance of a Collier County project identified above which may have provided the contractor (or an affiliate) with an unfair competitive advantage in current or future solicitations and contracts.

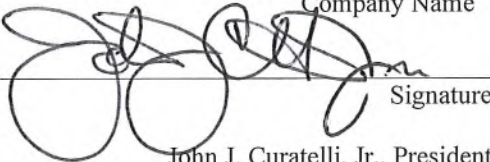
In addition to this signed affidavit, the contractor / vendor must provide the following:

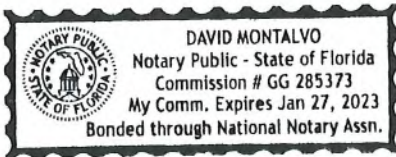
1. All documents produced as a result of the work completed in the past or currently being worked on for the above-mentioned project; and,
2. Indicate if the information produced was obtained as a matter of public record (in the “sunshine”) or through non-public (not in the “sunshine”) conversation (s), meeting(s), document(s) and/or other means.

Failure to disclose all material or having an organizational conflict in one or more of the three categories above be identified, may result in the disqualification for future solicitations affiliated with the above referenced project(s).

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the project identified above has been fully disclosed and does not pose an organizational conflict.

Florida Acquisition & Appraisal, Inc.  
Company Name

  
 Signature  
 John J. Curatelli, Jr., President  
 Print Name and Title



State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of September, 2020, by John J. Curatelli, Jr.

  
 (Signature of Notary Public - State of Florida)

DAVID MONTALVO  
 (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR ~~Produced Identification~~

\_\_\_\_\_  
Type of Identification Produced



# *State of Florida*

## *Department of State*

I certify from the records of this office that FLORIDA ACQUISITION & APPRAISAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 28, 1995.

The document number of this corporation is P95000059188.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on April 1, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dis solution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of April,  
2020*



*Randy R. Lee*  
**Secretary of State**

Tracking Number: 5699083690CU

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

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

**Form 3: Immigration Affidavit Certification**

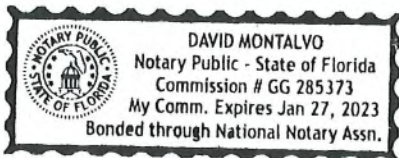
This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (<https://www.e-verify.gov/>), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the County's Notice of Recommend Award.*

**FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.**

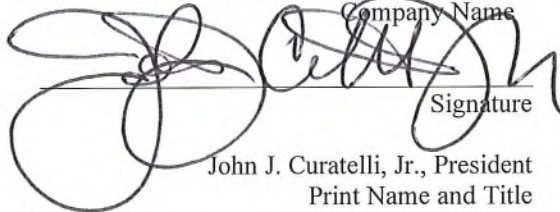
Collier County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any Vendor 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 termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.



Florida Acquisition & Appraisal, Inc.  
Company Name

  
 Signature  
 John J. Curatelli, Jr., President  
 Print Name and Title

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 21<sup>st</sup> day of September, 2020, by John J. Curatelli, Jr.

  
 (Signature of Notary Public - State of Florida)

DAVID MONTALVO  
 (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR ~~Produced Identification~~

\_\_\_\_\_  
Type of Identification Produced



Welcome  
Jana Curatelli

Company  
Florida Acquisition & Appraisal, Inc.

JCI

HOME

CASES

PROFILE

COMPANY

REPORTS

RESOURCES

LOG



Visit the  
**E-Verify**  
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to get the latest  
E-Verify News and Information



**QUICK LINKS**



Verify  
Employee



Search  
Cases



View  
Resources



Contact  
Us



N/A

Form 4: Vendor Submittal – Local Vendor Preference Certification

(Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business)

- Collier County
Lee County

Vendor affirms that it is a local business as defined by the Procurement Ordinance of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section Fifteen of the Collier County Procurement Ordinance:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County:

Number of Employees (Including Owner(s) or Corporate Officers):

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers):

If requested by the County, Vendor will be required to provide documentation substantiating the information given in this certification. Failure to do so will result in vendor's submission being deemed not applicable.

Sign and Date Certification:

Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Company Name: Date:

Address in Collier or Lee County:

Signature: Title:



**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

<b>Solicitation: 20-7778</b>		
Reference Questionnaire for: <b>Florida Acquisition &amp; Appraisal, Inc.</b>		
(Name of Company Requesting Reference Information)		
<b>Jack Curatelli, SR/WA</b>		
(Name of Individuals Requesting Reference Information)		
Name: Ray Youmans (Evaluator completing reference questionnaire)	Company: Michael Baker Intl (formerly w/ BluePrint) (Evaluator's Company completing reference)	
Email: ray.youmans@mbakerintl.com	FAX:	Telephone: 843-745-8821

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: BluePrint On-Call R/W Services      Completion Date: Ongoing

Project Budget: Contract: \$1,271,085.71 / Billed: \$1,194,122.83      Project Number of Days: Ongoing

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	9.5
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

## **SURVEY PROJECT DESCRIPTION**

### **BLUEPRINT INTERGOVERNMENTAL AGENCY / CITY OF TALLAHASSEE / LEON COUNTY: Capital Circle.**

Jack assisted the Agency in developing its right of way program with FLAA being the first consultant to utilize the acquisition incentive program. Jack/FLAA has managed, directed, or provided production support under this task-oriented project since its inception well more than ten years ago. The scope of services included right of way cost estimating; acquisition; business damage coordination and negotiation; relocation; closing support; suit information and legal support; value findings; property management/demolition; and contracting services for more than 300 parcels. Jack was personally tasked with more than 30 parcels requiring full-service property management, demolition contracting, utility disconnects, and other related services under FDOT, District 3 auspices. Projects included several sections of Capital Circle and FAMU Way.





**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

<b>Solicitation: 20-7778</b>		
Reference Questionnaire for: <b>Florida Acquisition &amp; Appraisal, Inc.</b>		
(Name of Company Requesting Reference Information)		
<b>Jack Curatelli, SR/WA</b>		
(Name of Individuals Requesting Reference Information)		
Name: <b>Renee Hailey</b> (Evaluator completing reference questionnaire)	Company: <b>FDOT, D1</b> (Evaluator's Company completing reference)	
Email: <b>renee.hailey@dot.state.fl.us</b>	FAX:	Telephone: <b>863-519-2449</b>

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: SR542 (1st St S. to Buckeye)                      Completion Date: 02/20/2017

Project Budget: 731,300 Contact / 634,862.03 Billed                      Project Number of Days: \_\_\_\_\_

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	9
3	Quality of work.	9
4	Quality of consultative advice provided on the project.	9
5	Professionalism and ability to manage personnel.	9
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	9
7	Ability to verbally communicate and document information clearly and succinctly.	9
8	Ability to manage risks and unexpected project circumstances.	9
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	9
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

## SURVEY PROJECT DESCRIPTION

### **FDOT, DISTRICT 1: SR 542 from 1<sup>st</sup> Street to Buckeye Loop (2013-2016).**

FLAA was directly contracted for this 66-parcel right of way project in Winter Haven, Polk County. The contract included the partial acquisition of both commercial and residential properties. Some of the more complex parcels included a TECO sub-station, Ducat Investments, and the United States Post Office. Additionally, FLAA was responsible for acquisition negotiations and suit preparation, RWMS, Agent Price Estimates, and subconsultant management and training. The project was completed over a year ahead of schedule. Length: ±2.6 miles.

### **FDOT, DISTRICT 1: US 17 from S of West 9<sup>th</sup> Street to N of West 3<sup>rd</sup> Street (2013-2015).**

FLAA was directly contracted for this 20-parcel right of way contract in Zolfo Springs, Hardee County, which required the acquisition of predominantly commercial property including several CSX railroad and municipal properties that were negotiated very efficiently on an incentive basis. FLAA achieved over 85% negotiated settlement rate while finishing the project ahead of schedule. Length: ±0.75 miles.







**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

<b>Solicitation: 20-7778</b>		
Reference Questionnaire for: <b>Florida Acquisition &amp; Appraisal, Inc.</b>		
(Name of Company Requesting Reference Information)		
<b>Jack Curatelli, SR/WA</b>		
(Name of Individuals Requesting Reference Information)		
Name: <b>Sarah Earls</b> (Evaluator completing reference questionnaire)	Company: <b>FDOT, Central Office (prev. FDOT, D4)</b> (Evaluator's Company completing reference)	
Email: <b>sarah.earls@dot.state.fl.us</b>	FAX:	Telephone: <b>850-414-4587</b>

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: R/W Acq. Svcs - Port St. Lucie Blvd Completion Date: 7/10/2019

Project Budget: \$135,524.00 Project Number of Days: \_\_\_\_\_

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	9
4	Quality of consultative advice provided on the project.	9
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	9
7	Ability to verbally communicate and document information clearly and succinctly.	9
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

## **SURVEY PROJECT DESCRIPTION**

### **FDOT, DISTRICT 4: Districtwide Relocation & Acquisition Services (2016-2021).**

FLAA was selected for this Districtwide contract to provide right of way acquisition, negotiations, relocation, cost estimating, suit information support, property management, survey, mapping, general contracting, land planning, cost-to-cure, language translation and interpretation, environmental/asbestos management, and business damage estimating. FLAA has been tasked with two acquisition projects, providing negotiations on Port Lucie Blvd (completed) and I-95/PGA/Central Boulevard interchange (in progress).





**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

<b>Solicitation: 20-7778</b>		
Reference Questionnaire for: <b>Florida Acquisition &amp; Appraisal, Inc.</b>		
(Name of Company Requesting Reference Information)		
<b>Jack Curatelli, SR/WA</b>		
(Name of Individuals Requesting Reference Information)		
Name: <b>Tania Shagoury</b> (Evaluator completing reference questionnaire)	Company: <b>FDOT, D6</b> (Evaluator's Company completing reference)	
Email: <b>tania.shagoury@dot.state.fl.us</b>	FAX: <b>305-470-5193</b>	Telephone: <b>305-470-5193</b>

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: DW R/W Acq. & Relo Consultant (Staffing)      Completion Date: Ongoing

Project Budget: \$5,000,000 (Contract)      Project Number of Days: Ongoing

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

## **SURVEY PROJECT DESCRIPTION**

### **FDOT, DISTRICT 6: Districtwide Right of Way Acquisition & Relocation Services (2016-2021).**

FLAA provides full-service right of way staffing to facilitate Acquisition and Relocation for the District encompassing Miami-Dade and Monroe Counties. This is a full-service Continuing Services Contract Right of Way acquisition, negotiations, relocation, cost estimating, suit information support, property management and related services contract. FLAA currently provides three embedded staff working within FDOT's office in Miami, Florida.





**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

<b>Solicitation: 20-7778</b>	
Reference Questionnaire for: <b>Florida Acquisition &amp; Appraisal, Inc.</b>	
(Name of Company Requesting Reference Information)	
<b>Jack Curatelli, SR/WA</b>	
(Name of Individuals Requesting Reference Information)	
Name: <b>Greg James, CPM, MBA</b> (Evaluator completing reference questionnaire)	Company: <b>City of Lakeland</b> (Evaluator's Company completing reference)
Email: <b>greg.james@lakelandgov.net</b>	FAX: _____ Telephone: <b>863-834-8440</b>

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: R/W Acq. Svcs - Brunnel Pkwy                      Completion Date: 12/31/2017

Project Budget: \$27,300    Project Number of Days: \_\_\_\_\_

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

## **SURVEY PROJECT DESCRIPTION**

### **CITY OF LAKELAND: Continuing Contract and Agreement for Right of Way Acquisition Professional Services (2016-Present).**

This is a task-oriented, multi-year contract with an acquisition-oriented scope. The first task of this contract for Brunnell Parkway was completed with the acquiring of voluntary perpetual easements for sidewalk development and improvement. The second task was for voluntary acquisition of properties to establish Lake Parker's tributary swamp intending to improve water quality in the community.





**Form 5 Reference Questionnaire**  
***(USE ONE FORM FOR EACH REQUIRED REFERENCE)***

<b>Solicitation: 20-7778</b>	
Reference Questionnaire for: <b>Florida Acquisition &amp; Appraisal, Inc.</b>	
(Name of Company Requesting Reference Information)	
<b>Jack Curatelli, SR/WA</b>	
(Name of Individuals Requesting Reference Information)	
Name: R. Wade Allen (Evaluator completing reference questionnaire)	Company: Polk County, Real Estate Services (Evaluator's Company completing reference)
Email: wadeallen@polk-county.net	FAX: Telephone: 863-534-2577

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: R/W Acq. Svcs - Pipkin Rd. (W & E) Completion Date: Ongoing

Project Budget: \$286,500 (West) / \$158,000 (East) Project Number of Days: Ongoing

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

## **SURVEY PROJECT DESCRIPTION**

### **POLK COUNTY: Countywide Right of Way Services (2019-Present).**

FLAA was re-selected to provide on-call right of way services to the County on an as-needed basis. Tasks 1 & 2 were for the West and East segments of West Pipkin Road, where FLAA was issued over 30 parcels with significant attorney representation. Properties included trusts, churches, a convenience stores, and an auto repair facility/tow lot.







**Form 5 Reference Questionnaire**  
**(USE ONE FORM FOR EACH REQUIRED REFERENCE)**

<b>Solicitation: 20-7778</b>		
Reference Questionnaire for: <b>Florida Acquisition &amp; Appraisal, Inc.</b>		
(Name of Company Requesting Reference Information)		
<b>Jack Curatelli, SR/WA</b>		
(Name of Individuals Requesting Reference Information)		
Name: <b>Daniel Kristoff, PE</b> (Evaluator completing reference questionnaire)	Company: <b>RS&amp;H</b> (Evaluator's Company completing reference)	
Email: <b>daniel.kristoff@rsandh.com</b>	FAX:	Telephone: <b>904-256-2139</b>

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: FDOT, D3 US98 PD&E Cost Estimating Completion Date: Contract: 2020 FLAA Task: 2019

Project Budget: Contract: \$100,439.91 Project Number of Days: 197 (FLAA Task)

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	9
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		

## **SURVEY PROJECT DESCRIPTION**

**FDOT, DISTRICT 3 / RS&H: SR30 (US98) Gulf Breeze Pkwy from Portside Drive to Okaloosa County Line & SR30 (US98) from Santa Rosa County Line to SR393 Mary Esther Blvd (2016-2019).**

FLAA was contracted to perform cost estimating and conceptual stage relocation assessments on this project consisting of over 100 parcels along nearly 20 miles of Highway 98, crossing Okaloosa and Santa Rosa county lines. FLAA worked closely with the Engineer to ensure correct properties were accounted for, and that design deviations we reflected in the final estimate. FLAA made recommendations where appropriate to assist with minimizing costly impacts in significantly developed and restricted areas.



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://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. <b>Florida Acquisition &amp; Appraisal, Inc.</b>	
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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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.  <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) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>410 S. Ware Blvd., Suite 700</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Tampa, FL 33619</b>	
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.

**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.

Social security number										
or										
Employer identification number										
5	9		-	3	3	3	1	9	4	7

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>9/21/2020</b>
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## 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](http://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.*

Overall Bid Questions

Question 1

We respectfully submit the below questions for the above referenced Solicitation.

- How many contracts will be awarded?
- For Evaluation Criteria No. 2: Certified Woman and/or Minority Business Enterprise (5 points), can a subconsultant of our team suffice for this criteria? If so, would we receive the full 5 points? (Submitted: Sep 8, 2020 11:48:39 AM EDT)

Answer

[edit](#) 

- The certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise must be submitted for the PRIME consultant in order to receive the 5 points for Evaluation Criteria No. 2. Points will not be awarded for a subconsultant. Thank you. (Answered: Sep 8, 2020 2:58:02 PM EDT)
- Pursuant to the Solicitation, the County reserves the right to award to one or more Proposers. (Answered: Sep 8, 2020 2:59:02 PM EDT)

Question 2

Do the Reference Questionnaires get sent out from the proposers to the listed references for completion, or do they get sent out from the County to the listed references? (Submitted: Sep 11, 2020 1:27:11 PM EDT)

Answer

[edit](#) 

- The Reference Questionnaires should be sent out from the potential bidders to the references for completion. The completed/scored Reference Questionnaire Forms should be submitted with your proposal. (Answered: Sep 11, 2020 1:29:34 PM EDT)

Question Deadline: Sep 14, 2020 3:00:00 PM EDT

[Print](#) [Close](#)

Acknowledged by FLAA

  
David Montalvo

9/21/2020  
DATE

## Attachment 3 – County Contract

**FIXED FEE PROFESSIONAL SERVICE AGREEMENT**

# 20-7778

**for**

RIGHT-OF-WAY ACQUISITION SERVICES

**THIS AGREEMENT**, made and entered into on this 9<sup>th</sup> day of February 2021, by and between Florida Acquisition & Appraisal, Inc., authorized to do business in the State of Florida, whose business address is 410 S. Ware Blvd., Suite 700, Tampa, Florida 33619, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County");

**WITNESSETH:**

- 1. The Agreement shall be for a three (3) year period, commencing  upon the date of Board approval  on \_\_\_\_\_ and terminating three (3) year(s) from that date or until all outstanding Purchase Order(s) issued prior to the expiration of the Agreement period have been completed or terminated.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

- 2. **COMMENCEMENT OF SERVICES.** The Contractor shall commence the work upon issuance of a  Purchase Order  ~~Notice to Proceed.~~
- 3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of  Request for Proposal (RFP)  ~~Invitation to Bid (ITB)~~  Other \_\_\_\_\_ (\_\_\_\_\_) # 20-7778, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto.



3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

3.2 The execution of this Agreement shall not be a commitment to the Contractor to order any minimum or maximum amount. The County shall order items/services as required but makes no guarantee as to the quantity, number, type or distribution of items/services that will be ordered or required by this Agreement.

4. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based on **Exhibit B- Fee Schedule**, attached hereto and the price methodology as defined in Section 4.1. Payment will be made upon receipt of a proper invoice and upon approval by the County's Contract Administrative Agent/Project Manager, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

**4.1 Price Methodology (as selected below):**

**Lump Sum (Fixed Price):** ~~A firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.~~

**Time and Materials:** The County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's markup). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

**Unit Price:** ~~The County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification).~~



4.2 Any County agency may obtain services under this Agreement, provided sufficient funds are included in their budget(s).

4.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4.4  **Travel and Reimbursable Expenses:** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed as per Section 112.061 Fla. Stats and in accordance to Exhibit B.

Reimbursements shall be at the following rates:

Mileage	\$0.44.5 per mile
Breakfast	\$6.00
Lunch	\$11.00
Dinner	\$19.00
Airfare	Actual ticket cost limited to tourist or coach class fare
Rental car	Actual rental cost limited to compact or standard-size vehicles
Lodging	Actual cost of lodging at single occupancy rate with a cap of no more than \$150.00 per night
Parking	Actual cost of parking
Taxi or Airport Limousine	Actual cost of either taxi or airport limousine

~~Reimbursable items other than travel expenses shall be limited to the following: telephone long-distance charges, fax charges, photocopying charges and postage. Reimbursable items will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.~~

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.





6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

**Company Name:** Florida Acquisition & Appraisal, Inc.  
**Address:** 410 S. Ware Blvd., Suite 700  
Tampa, FL 33619

**Authorized Agent:** John (Jack) J. Curatelli, Jr., President  
**Attention Name & Title:** David C. Montalvo  
**Telephone:** (813) 241-6354  
**E-Mail(s):** jcuratelli@flaa.com / dmontalvo@flaa.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

**Board of County Commissioners for Collier County, Florida**

**Division Director:** Transportation Engineering Division  
**Division Name:** Jay Ahmad  
**Address:** 2885 Horseshoe Drive S  
Naples, Florida 34104

**Administrative Agent/PM:** Robert Bosch, Manager  
**Telephone:** (239) 252-5843  
**E-Mail(s):** Robert.Bosch@colliercountyfl.gov

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.



9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
12. **INSURANCE.** The Contractor shall provide insurance as follows:
- A.  **Commercial General Liability:** Coverage shall have minimum limits of \$ 1,000,000 Per Occurrence, \$ 2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
- B.  **Business Auto Liability:** Coverage shall have minimum limits of \$ 500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- C.  **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.



The coverage must include Employers' Liability with a minimum limit of \$ 500,000 for each accident.

D.  **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$ 1,000,000 each claim and aggregate.

E.  **Cyber Liability:** Coverage shall have minimum limits of \$ \_\_\_\_\_ per occurrence.

F.  **Technology Errors and Omissions:** Coverage shall have minimum limits of \$ \_\_\_\_\_ per occurrence.

G.  **Watercraft:** Coverage shall have minimum limits of \$ \_\_\_\_\_ per occurrence.

H.  **United States Longshoreman's and Harborworker's Act** Coverage shall be maintained where applicable to the completion of the work \$ \_\_\_\_\_ per occurrence.

I.  **Maritime Coverage (Jones Act):** Coverage shall have minimum limits of \$ \_\_\_\_\_ per occurrence.

L.  \_\_\_\_\_ **(other):** Coverage shall have minimum limits of \$ \_\_\_\_\_ per occurrence.

Special Requirements: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "**Additional Insured**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.



Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Transportation Engineering Division.
15. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s),  Exhibit A Scope of Services, Exhibit B Fee Schedule,  RFP/  ITB/ Other \_\_\_\_\_ #20-7778 \_\_\_\_\_, including Exhibits, Attachments and Addenda/Addendum,  subsequent quotes, and  Other Exhibit/Attachment: \_\_\_\_\_



17. **APPLICABILITY.** Sections corresponding to any checked box (■) will expressly apply to the terms of this Agreement.
18. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
19. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
20. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Communication and Customer Relations Division  
3299 Tamiami Trail East, Suite 102  
Naples, FL 34112-5746  
Telephone: (239) 252-8999**

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

21. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful Contractor extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful Contractor.
22. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
23. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
24. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the

commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

25. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

26.  **KEY PERSONNEL.** ~~The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.~~

**AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.

27.  **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.

**ORDER OF PRECEDENCE (Grant Funded).** ~~In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by~~

~~imposing the more strict or costly obligation under the Contract Documents upon the Contractor at County's discretion.~~

28. **ASSIGNMENT**. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
29. **SECURITY**. The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Collier County Facilities Management Division via e-mail (DL-FMOPS@colliergov.net) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

*(Intentionally left blank -signature page to follow)*





IN WITNESS WHEREOF, the parties hereto, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Crystal K. Kinzel, Clerk of Courts & Comptroller

By: *Crystal Kinzel*

Dated: 2-18-2021

(SEAL) Attest as to Chairman's signature only

Contractor's Witnesses:

*Jill Allen*

Contractor's First Witness

Jill Allen

Type/print witness name

*Jana Curatelli*

Contractor's Second Witness

Jana Curatelli

Type/print witness name

Approved as to Form and Legality:

*Scott R Teal*

Deputy County Attorney

Print Name

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: *Penny Taylor*  
Penny Taylor, Chairman

Florida Acquisition & Appraisal, Inc.

Contractor

By: *John J. Curatelli Jr*

Signature  
John J. Curatelli, Jr

Type/print signature and title

SPT

**Exhibit A**

**Scope of Services**

following this page (pages 1 through 2)

this exhibit is not applicable



**RFP# 20-7778 “Right-of-Way Acquisition Services”**

**Exhibit A  
SCOPE OF SERVICES**

**BACKGROUND**

The Right-of-Way Acquisition Section of the Transportation Engineering Division and the Real Property Management Section of the Facilities Management Division of Collier County have identified a need for assistance in the acquisition of property, right-of-way and easements needed for public purposes, by an experienced acquisition consulting service to supplement the in-house staff on an as-needed basis.

**DETAILED SCOPE OF WORK**

The terms “Contractor” and “Consultant” will be used interchangeably throughout the Agreement.

The County will request a written proposal for a not to exceed fee for each work assignment prior to issuing a Purchase Order or Notice to Proceed. The following tasks are representative of the types of assignments the Consultant may be employed to perform:

- A. Establish a file folder, in accordance with County policies and procedures, for each ownership related to an assignment.
- B. Review and compare right-of-way / parcel maps to legal descriptions and advise County staff if there are any inconsistencies in bearings and distances between the two.
- C. Compare bearings and distances in legal descriptions to bearings and distances in sketches and advise County staff if there are any inconsistencies between the two.
- D. Prepare and mail project notification letters to property owners.
- E. Follow-up project notice letters with personal contacts and negotiations.
- F. Prepare and process utility subordinations (FPL, CenturyLink, Comcast, etc.).
- G. Develop right-of-way acquisition cost estimates which shall include the estimated value of the land rights necessary to construct the project, the value of the improvements within the take areas, the severance damages accruing to the remainder properties, business damage exposure, an estimate of the percentage of negotiated settlements vs. litigated settlements and the percentage increase over the appraiser’s estimate of full compensation for each settlement category, an estimate of the County’s appraisal and other expert fees, an estimate of the Owners’ attorney and expert witness fees which the County will be obligated to pay under Section 73.091 and 73.092, F.S., and an estimate of the cost of title commitments and title policies.
- H. Meet and/or teleconference with staff to discuss negotiation strategies, offer amounts and terms of settlement with property owners, in addition to project progress and status.
- I. Conduct site inspections and interview occupants to determine businesses operating from parent tract properties.
- J. Using the format approved by the County, prepare and mail Section 73.015, F.S., statutory written offer letters and business owner notices.
- K. Provide copies of maps, plans and/or appraisals as requested by property owners and/or their representatives, explain the appraiser’s methodology as necessary, and describe the improvements the County proposes to construct, and how they will or will not impact the subject property.
- L. Negotiate within pre-authorized settlement limits on behalf of and in the best interests of Collier County with property owners and/or their representatives for the purchase of the right-of-way and associated easement parcels. Actively solicit counteroffers from property owners and/or their representatives. Recommend settlements to the County based upon cost avoidance and exposure to jury awards.
- M. Inspect properties, interview property owners and occupants, and check with Occupational Licensing and Sunbiz to determine the names and contact information for any businesses operating from properties from which right-of-way and easements are being required.
- N. Prepare agreements for the purchase of land and easements using Collier County format documents and submit to staff for review.
- O. Prepare administrative settlement justifications in MS Word format for incorporation into executive summaries for the Board of County Commissioners.



- P. Organize and copy parcel files for preparation of eminent domain lawsuits (by others), prepare file summaries in accordance with County policy, and submit to staff.
- Q. Maintain accurate written accounts of meetings and conversations (owner names and addresses, dates, dollar amounts, recording data, etc.).
- R. Close-out parcel files by eliminating duplicate and incomplete paperwork, double-checking that copies of all closing docs pertaining to each parcel are in each file, scanning the agreements and conveyance documents and e-mailing to County staff, and submitting each parcel file to the County.
- S. Search available public records and retired project and parcel files for information related to right-of-way, easements, property owners and the terms of prior agreements.
- T. Miscellaneous –
  - 1. Consultant's staff may be required to testify in eminent domain proceedings if requested by County Attorney's Office.
  - 2. Consultant will be subject to public records law and will be provided County's document retention policy and expected to follow it. All documents shall be considered County records. In particular, all reports are exclusive property of Collier County and copies may not be provided to third parties except property owners or their duly authorized agents, attorneys or representatives. Moreover, all studies and/or appraisals are limited to the uses for which they were prepared and may not be used for any purposes other than the acquisition of an identified Right-of-Way parcel. Dissemination of this information to unauthorized third parties shall be grounds for immediate termination.



**Exhibit B**

**Fee Schedule**

*following this page (pages 1 through 1)*



**RFP# 20-7778 “Right-of-Way Acquisition Services”  
Exhibit B  
FEE SCHEDULE**

Hourly Rate schedule:

Principal	\$135.00
Project Manager	\$125.00
Real Estate Appraiser (State Certified General)	\$125.00
Senior (Property Acquisition Specialist – R/W Agent)	\$115.00
Staff (Property Acquisition Specialist – R/W Agent)	\$105.00
Administrative Assistant / Clerical	\$45.00

Pricing shall be inclusive of all costs and shall be full compensation for all services, labor, materials, equipment, local travel (within Lee and Collier County) and any other items required for project completion and/or completion of services.

Travel expenses outside of Lee and Collier County shall be reimbursed at the rates used by Collier County for its employees as per Section 112.061 Fla. Stats.



## Other Exhibit/Attachment

Description:

---

following this page (pages \_\_\_\_ through \_\_\_\_)

this exhibit is not applicable









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel 250 Tequesta Drive Tequesta, FL 33418	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 854-5423 <b>FAX (A/C, No):</b> E-MAIL ADDRESS: coi@coadvantage.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> CoAdvantage Corporation Alt. Emp: Florida Acquisition & Appraisal, Inc. 3350 Buschwood Park Drive #200 Tampa, FL 33618	<b>INSURER A :</b> American Zurich Insurance Company      40142	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 20FL090908328      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 56-11-942-06	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	04/01/2020	04/01/2021	Client# 20902-FL

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage is provided for only those co-employees of, but not subcontractors to:  
 Florida Acquisition & Appraisal, Inc.  
 410 S. Ware Blvd. Suite 700  
 tampa, FL 33619

Endorsements: 30 days written cancel notice (10 days for non payment of premium)

<b>CERTIFICATE HOLDER</b>  Collier County Board of County Commissioners 3295 Tamiami Trail E. Naples, FL 34112	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  