

EXHIBIT "A"
SCOPE OF SERVICES

DISTRICT FOUR DISTRICTWIDE APPRAISAL AND APPRAISAL REVIEW SERVICES

I. DESCRIPTION

Appraisal and Appraisal Review Services are required in connection with the acquisition of rights of way for various projects within District Four. Services shall include making estimates of market value of all real estate interests pertinent to an assigned project and preparing written appraisal reports and updates as required, as well as preparing other valuation services related reports or analyses to include cost estimates and/or other specialty services as may be required to complete this Scope of Services. The Vendor shall be responsible for all work necessary and incidental to the completion of said items on any assigned project under this Districtwide Agreement. Such work may include the management and administration of sub-consultants in areas which include but are not limited to engineering, drainage engineering, traffic engineering, land planning, general contracting, furniture, fixture and equipment appraising, architectural studies, horticulture and landscaping, environmental specialist, outdoor advertising sign specialist, service station specialist. The Vendor shall provide electronic versions of all documents and reports as requested.

II. OBJECTIVES

The Vendor shall perform all services necessary to make estimates of market value and prepare written appraisal reports and required updates for all real estate interests within the specified project limits. Elements of work shall include, but not be limited to, consulting, written appraisal reports, cost estimates, comparable sales data books, land value conclusions, required updates as applicable for the referenced project, and other services as referenced within this Scope of Services.

All services shall be performed and all appraisal reports, update reports, and data books prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and FDOT's Supplemental Standards of Appraisal.

III. DEFINITIONS

- A. Basic Services: Those work activities associated with delivery of a Written Appraisal Report for each parcel identified as part of any assignment. This would include a Comparable Sales Data Book, should one be required by the Department on a given assignment.
- B. Assignment: One or more parcels assigned to one Vendor under one contract in connection with a designated transportation improvement identified by a Financial Management number.
- C. Subject Property: The parent ownership from which an interest or interests are to be acquired.
- D. Parcel: The portion of a subject property comprising a defined interest to be acquired, i.e., fee, easement, etc.
- E. Appraisal: A written statement, independently and impartially prepared by a qualified Appraiser, setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- F. Update: A procedure by which the value estimate of an appraisal is reconsidered as of a current date by analysis of market data which has occurred subsequent to the original date of value. An update may result in an increase, a decrease, or no change to the original value estimate.
- G. Comparable Sales Data Book: A compilation, under separate cover, of the data representing the Vendor's research, investigative efforts, and analyses supporting various conclusions about the local real estate market and including the Vendor's basic analysis of the project and parcels assigned.
- H. Acceptance: When the data book and/or parcel appraisals have been reviewed by the Department and determined to be in compliance with the USPAP and FDOT's Supplemental Standards of Appraisal.

IV. PROVISIONS FOR WORK

- A. Written Appraisal Report: All written appraisal reports shall be prepared in compliance with the USPAP and FDOT's Supplemental Standards of Appraisal in effect as of the date of the report. All photographs shall be digitized and burned into the appraisal report (i.e. no pasted-in photographs).
- B. Comparable Sales Data Book: All data books and any supplements thereto shall be prepared in compliance with the USPAP and FDOT's Supplemental Standards of Appraisal in effect as of the date of the report.
- C. Updates: All required updates shall be prepared in compliance with the USPAP and FDOT's Supplemental Standards of Appraisal in effect as of the date of the report.

V. BASIC SERVICES

- A. Comparable Sales Data Book: If required by the Department, the Vendor shall provide one (1) original and three (3) copies and one (1) electronic copy of a project data book and supplements thereto, if any, to the Deputy District Right of Way Manager - Appraisal (DDRWM-A). The Department shall set forth a due date for the data book. Each subsequent data submittal must be accompanied by a letter of transmittal advising where updated information should be placed in the data book.

Additional Information: All comparable sales shall have the following additional information (most current available) on the sales data sheet: real estate taxing authority, assessed land value; assessed improvement value; assessed total value; green belt value, if applicable; charitable institution; any tax exemptions; the amount of property tax and the year assessed.

B. Written Appraisal Report:

1. Appraisal Services: The Vendor shall perform, or have performed, all services necessary to make an estimate of market value for parcels identified by the Department in Letters of Authorization and shall deliver one (1) copy of the written appraisal report for each parcel to the DDRWM-A, and five (5) additional copies and one (1) electronic copy upon request by the Department.
 - a. Zoning: Determine and verify zoning designations for each parcel with appropriate governmental entity. Determine and verify the zoning status of the parcel prior to the Department's acquisition, with respect to existing and pending variances, non-conforming uses (legal or illegal), and any previous or pending zoning or land use applications. Determine the impact of the Department's acquisition on the parcel's zoning status.
 - b. Comprehensive Land Use Requirements: Determine and verify the comprehensive land use plan status of each parcel with the local Planning Department, including the status before and after the Department's acquisition.
 - c. Concurrency: Obtain concurrency ordinances from municipal and county governments and determine the concurrency status of each parcel before and after the Department's acquisition.
 - d. Impact Fees: Determine and verify any change in impact fees for each parcel after the Department's acquisition and provide a complete breakdown of all impact fees applicable to the parcel.
 - e. Cost to Cure Estimate: Develop the most feasible cure for the subject parcel by evaluating the factors described herein and other pertinent site and regulatory factors as may be appropriate. This includes securing formal approvals of cures where the Department has legal standing to submit proposed cure plans. Develop a total estimate of the cost to cure based on the selected scenario and considering building and site improvements, changes to access and drainage, regulatory costs and fees, architectural and engineering fees, and other cost factors as appropriate to the plan.

- f. Parcel Analysis Data Summary: Compile and render the findings of analysis conducted on a parcel-by-parcel basis. The parcel analysis summary shall be written, and shall contain adequate information to describe the findings and recommendations regarding each parcel.
- g. Environmental Regulations: Investigate the current environmental regulations from the appropriate federal, state, municipal, county and other regulatory agencies. Determine and verify the effect of environmental regulations on each parcel before and after the Department's acquisition. Determine special items related to the cost to cure estimate with regard to factors related to environmental regulation.
- h. Land Survey/Parcel Sketch: Plot survey information furnished by the Department and supplement as needed. Provide limited purpose surveys for each parcel to depict existing and proposed property and right of way lines, area of acquisition, easements, residue, location of improvements, parking configuration (existing and proposed), location of site access points before and after the acquisition, depiction of building overhangs, and on-site traffic patterns. Provide complete surveys as necessary or required as part of any formal cure submittal where the Department has legal standing.
- i. Site Inspection: Inspect the subject parcel site with the Department's employees and consultants, as required by the Department.
- j. Assessment History: Include a summary of any property owner challenges to property assessments and the basis for such challenges. Also include the results of any such challenges.

- k. Parking Lot Design: Evaluate the parking design of the subject parcel before the Department's acquisition with respect to the potential number of spaces, configuration and layout, adherence to zoning and applicable design standards, encroachments on existing right of way, and any lease, easements, or other cross parking or joint use arrangements applicable to the site.

Design parking after the Department's acquisition to provide the greatest utilization of parking that complies with applicable zoning and parking design standards. Consult with the Department's employees and consultants, as required by the Department, in order to evaluate the effects of the proposed design.

- l. Site Drainage Design: Evaluate adequacy of existing on-site drainage after the Department's acquisition and, if necessary, develop alternative drainage solutions, including the potential usage of the Department's drainage system if adequate drainage cannot be accommodated on-site.
- m. Site Access (Egress and Ingress) Requirements: Based on alternative cost to cure scenarios, evaluate site access requirements for compatibility with proposed cures. Evaluate what types of driveways are permitted subsequent to the acquisition.
- n. Building Floor Plans and Structure Design: If primary parcel structures are to be affected by the Department's right of way, provide scale drawings of the improvements before and after the acquisition as provided in the final cure scenario.
- o. On-Site Traffic Studies: Provide a written analysis of the on-site traffic circulation pattern and parking utilization prior to the Department's acquisition. Formulate, analyze, and select an on-site traffic circulation pattern after the Department's acquisition. The selected scenario shall be discussed and coordinated with the Department's employees and consultants as required by the Department.

- p. On-Premise Signs: On-Premise signs are not to be included in the valuation process in the original acquisition appraisal except for permanent monument type signs which cannot be moved. Generally, on-premise signs will be handled by the FDOT Relocation Section, however, the appraiser should analyze the effect that the sign relocation will have on the remainder.
- q. Outdoor Advertising Signs: The reconciled value of the Outdoor Advertising Sign is to be included on the Certificate of Value as an improvement to be acquired. If the consultant is unsure of FDOT appraisal procedures regarding the valuation of either ODA or On-Premise signs he/she must contact the Deputy District Right of Way Manager - Appraisal.
- r. Americans with Disabilities Act: The appraiser should make any necessary assessment of the subject improvements to determine conformance with ADA standards in both the before and after situations and determine any necessary requirements that existed prior to the acquisition, as well as those placed on the remainder property as a consequence of the acquisition, and evaluate the compensability of any damages in accordance with existing case law.

The Vendor shall submit a complete written appraisal report in a USPAP compliant reporting format, as directed by the Department, no later than the delivery date set forth by the Department in this agreement or in any supplemental agreement, or as otherwise specified by the Department in writing. The Department may exercise its discretion and extend appraisal due dates as requested by the Vendor. Extensions shall be authorized and signed by the DDRWM-A, the Department's Contracts Administrator or designee. Extensions requested by the Vendor shall be by written request explaining in detail why such extension is necessary. The DDRWM-A, Contracts Administrator or designee shall acknowledge acceptance or denial of the Vendor's request in writing.

Unless otherwise agreed to in writing by the Department, the date of valuation for basic services and for Order of Take hearings shall be the date of the Vendor's last inspection of the property and shall be no more than twenty (20) days prior to receipt of the appraisal report by the Department. If the Vendor is requested to make corrections on any reports and the corrections are not received within fourteen (14) calendar days, the date of value for this appraisal report must be within twenty (20) days of the receipt of the corrections.

The Vendor will be instructed in the Letter of Authorization, as applicable, to either appraise each parcel as of a current date or to appraise as of a certain value date (e.g. date of deposit). If no value date is specified, then valuation as of a current date is assumed.

Support Services: Services beyond the professional ability of the Vendor in the areas of professional services (e.g., land planning, miscellaneous engineering, architectural, etc.) or specialty services (e.g., sign specialists, fixture appraisers, general contractors, etc.) shall not be performed by the Appraiser of Record (as defined below). In these instances, the Vendor shall invoke the services of Sub-consultants as necessary to support the appraisal.

VI. OTHER SERVICES

Other Services shall be performed at the direction of the Department's Project Manager. No work shall begin on these services until authorized in writing by the DDRWM-A, Contracts Administrator or designee.

- A. Updates: The Vendor may be required to update the estimate of market value for parcels as required and to deliver one (1) original and five (5) copies, and one (1) electronic copy of the updated report to the DDRWM-A.
- B. Litigation Support Services: The Vendor or Sub-consultant(s) may be required to perform litigation support services on those parcels set forth by the Department. Litigation services may include, but are not limited to, the following:
 - 1. Pre-trial or pre-hearing preparation.
 - 2. Participation in mediation proceedings.
 - 3. Preparation of court exhibits.
 - 4. Attendance at depositions, pre-trial hearings, or other court hearings.
 - 5. Appearance at Order of Taking hearings or trials.
 - 6. Any other services deemed necessary by the Department to successfully litigate and defend the Department's position in court (planning, engineering, architectural, business appraisals, etc.).
- C. Appraisal Review Services: The Vendor may be required to perform appraisal review services, in accordance with Section 6.1 of the Right of Way Manual, to ensure compliance of appraisals performed by others with USPAP and FDOT's Supplemental Standards of Appraisal.
- D. Other Appraisal Consulting Services: The Vendor or Sub-consultant may be required to perform appraisal support consulting services on those parcels set forth by the Department. Work to be performed and due dates will be established in a Letter of Authorization to the Vendor.

VII. GENERAL

- A. Meetings: The Vendor and Sub-consultants agree to meet with the Department's employees at the discretion of the Appraisal Project Manager to discuss the progress or other relevant matters related to the appraisal assignment.
- B. Appraisals for Property Owners: The Vendor agrees not to engage in any property owner or tenant appraisal work on any project for which the Vendor has performed services under this contract, without the prior written consent of the Director of Transportation Development, which consent shall be at the Director of Transportation Development's sole discretion. The Vendor shall first submit a written request to the DDRWM-A who in his/her discretion will submit said request to the Director of Transportation Development for written consent.
- C. Sub-consultants: The Vendor may employ qualified Sub-consultants, as approved by the Department, not otherwise named in the Agreement necessary to complete services outlined herein. For each additional Sub-consultant the agreement shall be amended. The Vendor will be responsible for the management, scheduling, and administration of all Sub-consultant(s), including invoice processing and payment to the Sub-consultant(s).
- D. Time Records: Time records will be maintained for all Vendor personnel, including subconsultants, involved in the services performed under this agreement, and will be provided to the Department at the completion of Basic Services and of any assigned Others Services.

VIII. DEPARTMENT RESPONSIBILITIES

- A. The Department's Contracts Administrator or designee will be responsible for administering the technical terms and conditions of this Agreement.
- B. The Department will make available to the Vendor a set of right of way maps, title searches, acquisition deeds, and construction plans for each assignment.

IX. APPRAISER OF RECORD

- A. The performance of the services set forth herein requires the expertise of an individual appraiser and the exercise of his or her independent judgment.

Therefore, it is understood and agreed by and between the Department and the Vendor that the Vendor shall appoint _____ (Florida State-Certified General Appraiser No. _____) as the Appraiser of Record to personally perform all the appraisal and pre-appraisal consulting services specified herein, however, nothing herein shall be construed to prevent the Vendor from utilizing the services of other persons to assist the Appraiser of Record in performing said services to the extent that such services do not require the exercise of an appraiser's judgment, conclusion, or opinion.

- B. The Department and the Vendor recognize that continued and uninterrupted performance of the specified services is essential. Therefore, it is further agreed between the parties that in the event the Appraiser of Record leaves the Vendor's employ, the Vendor shall, at the sole discretion of the Department, assign this agreement, without limitation, to the individual or the company employing said individual.

Vendor Signature: _____

Vendor Name Print: _____

Appraiser of Record Signature: _____

Appraisal of Record Name Print: _____