

**SCOPE OF SERVICES**  
**Appraisal Consultant Services For SR 710/Beeline Highway FM 2298961**

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**This project will be divided into two separate groups of parcels, identified as Group A and Group B. The specific parcel breakdown will be made available at the mandatory pre-proposal meeting.**

**I. DESCRIPTION**

Appraisal Consultant Services are required in connection with the acquisition of rights of way for SR 710/Beeline Highway - from west of Australian Avenue to Old Dixie Highway, FM Number 229896 1 4B 01. Services shall include making estimates of market value of all real estate interests pertinent to an assigned project and preparing written appraisal and analysis reports and updates as required. The Vendor shall be responsible for all work necessary and incidental to the completion of said items for this project unless otherwise noted herein. Such work may include the management and administration of sub-consultants for land planning, engineering, traffic engineering, architectural studies, cost to cure estimates, cost estimates, and/or other specialty services as may be required to complete this Scope of Services.

**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, land value conclusions, required updates as applicable for the referenced project, and other services as referenced within this Scope of Services. **Note that a comparable sales data book will not be required on this project.**

All appraisal reports and services shall be prepared and performed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) and FDOT Supplemental Standards.

**III. DEFINITIONS**

- A. Basic Services: Those work activities associated with delivery of a Written Appraisal Report for each parcel identified herein and a Data Book (if required by the Department) for the project.
- 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. Project 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 Supplemental Standards.

#### **IV. PROVISIONS FOR WORK**

- A. Written Appraisal Report: All written appraisal reports shall be prepared in compliance with the USPAP and FDOT Supplemental Standards 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. Project Data Book: If required, all data books and any supplements thereto shall be prepared in compliance with the USPAP and FDOT Supplemental Standards in effect as of the date of the report.
- C. Updates: All required updates shall be prepared in compliance with the USPAP and FDOT Supplemental Standards in effect as of the date of the report.

## V. BASIC SERVICES

- A. Project Data Book: If required by the Department, the Vendor shall provide one (1) original, 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 and/or for the appraisal of each parcel as described in Section IX, Length of Services. Each submittal must be accompanied by a letter of transmittal advising where updated information should be placed in the data book.
1. 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, five (5) additional copies and one (1) electronic copy upon request by the Department. Said report shall also address the following when appropriate:
    - 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 approval of cures where the Department has legal standing to submit cures. 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 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 must identify where on the remainder the sign can be placed and analyze the effects of the sign's new location 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 Vendor is unsure of FDOT appraisal procedures regarding the valuation of either ODA or On-Premise signs he/she must contact the DDRWM-A.
- 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, and evaluate the compensability of any damages in accordance with existing case law.

The Vendor shall submit a written appraisal report in a self-contained or summary format, as directed by the Department, no later than the delivery date set forth by the Department in this agreement or in any agreement/modification, or as otherwise specified by the Department in writing. The Department may extend an appraisal due date or any due date for correction of appraisal deficiencies. Extensions shall be authorized and signed by the DDRWM-A or the Right of Way Contracts Administrator (RWCA). Extensions requested by the Consultant shall be by written request explaining in detail why such extension is necessary. The DDRWM-A or RWCA shall acknowledge acceptance or denial of the Consultant'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 Consultant'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 (10) 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 either in the Notice to Proceed or 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.

- 2. 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. OPTIONAL SERVICES**



owner or tenant appraisal work on any project for which the Vendor has performed services under this contract (FM 2298961), 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 sole discretion will submit said request to the Director of Transportation Development for the required written consent.

- C. Sub-consultants: The Vendor may employ qualified Sub-consultants, not otherwise named in the Agreement, that are necessary to the completion of services outlined herein. For each 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 Optional Services.

#### **VIII. DEPARTMENT RESPONSIBILITIES**

- A. The Department's Right of Way Contracts Administrator 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. LENGTH OF SERVICES**

- A. The Vendor shall commence services upon receipt of the Notice to Proceed (NTP) or specific Letter of Authorization from the Department. The provisional duration of services under this Agreement shall not exceed sixty (60) months from the NTP date.
- B. All services shall be completed in accordance with the time periods specified by the Department in writing. Specific parcel delivery dates will be provided after the Department's Notice to Proceed. If applicable, the Data Book delivery will precede all appraisals.
- C. During the term of this Agreement, Optional Services as specified under Section VI herein may be authorized by a Letter of Authorization.

#### **X. 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's Signature: \_\_\_\_\_

Appraiser of Record's Signature: \_\_\_\_\_