

State of Florida  
Department of Transportation  
District Six Procurement Office  
1000 Northwest 111 Avenue, Room 6202  
Miami, Florida 33172

**INVITATION TO NEGOTIATE REGISTRATION**

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**PLEASE COMPLETE AND RETURN THIS FORM ASAP  
E-MAIL TO [d6.contracts@dot.state.fl.us](mailto:d6.contracts@dot.state.fl.us)**

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ITN Number: DOT-ITN-19/20-6022SD

Title: DISTRICT WIDE RIGHT-OF-WAY APPRAISAL CONSULTANT SERVICES

Sealed Reply Due Date & Time: Tuesday, January 28, 2020, at 10:00AM

Vendors should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (305-470-5309), or mail to the address noted above.

**THE INVITATION TO NEGOTIATE DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com), under this ITN number (click on “BUSINESS”, click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, then click on “Search Advertisements”, click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.**

Company Name: \_\_\_\_\_

Vendor ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_.

Contact Person: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

For further information on this process, e-mail or telephone: Suzanne Diaz, at (305) 470-5306; [d6.contracts@dot.state.fl.us](mailto:d6.contracts@dot.state.fl.us)

**State of Florida  
Department of Transportation**



**INVITATION TO NEGOTIATE  
DISTRICT-WIDE RIGHT-OF-WAY APPRAISAL  
CONSULTANT SERVICES**

**DOT-ITN 19/20-6022SD**

**CONTACT FOR QUESTIONS:**

Suzanne Diaz [d6.contracts@dot.state.fl.us](mailto:d6.contracts@dot.state.fl.us)

Fax: 305-470-5309

Phone: 305-470-5306

Florida Department of Transportation  
1000 Northwest 111 Avenue, Room 6202  
Miami, Florida 33172

# INTRODUCTION SECTION

## 1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written replies from vendors interested in participating in competitive negotiations to establish a term contract to provide various valuation services, appraisal services on an as needed basis including, but not limited to, appraisal reports, appraisal reviews, cost estimates, surplus property appraisals, expert witness services, support to valuation services, and other miscellaneous appraisal related services. The Service Area will include Miami-Dade and Monroe Counties. It is anticipated that the term of the agreement will be from the date of contract execution through a period of five (5) years. The Department intends to execute multiple contracts with the responsive and responsible Proposer(s) whose proposal is determined to provide the best value to the Department. **If you have an existing Contract with the Florida Department of Transportation, District Six, for appraisal services, you do not need to submit a proposal. This Invitation to Negotiate is for additional qualified proposers. Current Vendors will not be considered for award.**

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply.

<b>ACTION / LOCATION</b>	<b>DATE</b>	<b>LOCAL TIME</b>
<b>DEADLINE FOR TECHNICAL QUESTIONS - VIA EMAIL: <a href="mailto:d6.contracts@dot.state.fl.us">d6.contracts@dot.state.fl.us</a></b> (There is no deadline for administrative questions)	<b>01-17-2020</b>	<b>5:00 PM</b>
<b>REPLIES DUE -</b> Qualifications Questionnaire with Work Product Sample Florida Department of Transportation District Six Main Building, Lobby 1000 Northwest 111 Avenue Miami, Florida 33172	<b>01-28-2020</b>	<b>10:00 AM</b>
<b>PUBLIC OPENING (Initial Replies) -</b> Florida Department of Transportation District Six Main Building, Lobby 1000 Northwest 111 Avenue Miami, Florida 33172	<b>01-28-2020</b>	<b>10:00 AM</b>
<b>PUBLIC MEETING</b> Open scores for Qualifications Questionnaires Florida Department of Transportation District Six Main Building, Lobby 1000 Northwest 111 Avenue Miami, Florida 33172	<b>02-12-2020</b>	<b>3:00 PM</b>
<b>PUBLIC AWARDS COMMITTEE MEETING -</b> Florida Department of Transportation District Six Main Building, Lobby 1000 Northwest 111 Avenue Miami, Florida 33172	<b>02-17-2020</b>	<b>10:00 AM</b>
<b>POSTING OF INTENDED AWARD ON VBS -</b>	<b>02-17-2020</b>	<b>by 5:00 PM</b>
<b>NEGOTIATIONS -</b> Florida Department of Transportation District Six Main Building, Lobby 1000 Northwest 111 Avenue Miami, Florida 33172	<b>03-04-2020</b>	<b>To be determined</b>

### 3) PUBLIC MEETING AGENDA

#### **Agenda – Public Opening (Initial Replies)**

Agenda for Public Opening of initial replies to DOT-ITN-19/20-6022SD:

Starting Time: see “Timeline” in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the initial replies received timely will be opened, with respondent’s name read aloud and tabulated.
- Adjourn meeting.

#### **Agenda – Meeting to Summarize & Determine Intended Award**

Agenda for Meeting to Summarize and Determine Intended Award for DOT-ITN-19/20-6022SD:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, calculate the average score for each proposal
- Announce Proposer(s) scores.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn meeting.

#### **Agenda – Selection Committee Meeting to Summarize & Determine Intended Award**

Agenda for Meeting to Summarize and Determine Intended Award for DOT-ITN-19/20-6022SD:

Starting Time: see Timeline in ITN solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the ITN solicitation.
- At conclusion of public input or 15 minutes whichever occurs first, review the average scores for each proposal
- Announce Proposer(s) scores and ranking.
- Announce firms for Anticipated Awarded and continuation with Negotiation Process
- Announce Time for posting to (VBS).
- Adjourn meeting.

### 4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-reply conference, public meeting, oral presentation and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

## **SPECIAL CONDITIONS**

### **1) MyFloridaMarketPlace**

VENDORS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE THE SEALED REPLIES ARE DUE OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 16). All prospective vendors that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

### **2) Florida Department of Financial Services (DFS) W-9 INITIATIVE**

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions.

### **3) QUESTIONS & ANSWERS**

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by vendors will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting their reply.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:

Suzanne Diaz

[d6.contracts@dot.state.fl.us](mailto:d6.contracts@dot.state.fl.us)

Florida Department of Transportation

1000 Northwest 111 Avenue, Room 6202

Miami, Florida 33172

Questions regarding administrative aspects of the procurement process should be directed to the Procurement Agent in writing at the address above or by phone: (305) 470-5306.

### **4) CHANGES TO THE INVITATION TO NEGOTIATE (ADDENDA)**

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this ITN number. It is the responsibility of all potential vendors to monitor this site for any changing information prior to submitting your reply. All Addenda will be acknowledged by signature and subsequent submission of Addenda with reply when so stated in the Addenda.

## **5) BEST VALUE SELECTION & PUBLIC MEETINGS**

The Department intends to contract with multiple responsive and responsible Vendor(s) whose proposal is determined by the Technical Review Committee to provide the best value to the Department. "Best value", as defined in Section 287.012(4), F.S., means the highest overall value to the state based on objective factors that include price, quality, design, and workmanship.

Specific events in the competitive negotiation process will be conducted at a public meeting of the Technical Review Committee. The specific events are noted in the Timeline (see Section 2 of Introduction Section). Minutes will be taken at all Public Meetings and will be retained in the procurement file.

## **6) TECHNICAL REVIEW COMMITTEE (TRC)**

The Technical Review Committee (TRC) will be composed of at least three (3) persons who collectively have experience and knowledge in contract procurement and the program area for which the commodities and/or contractual services are sought. Due to the complexity of certain procurements, the TRC is authorized to consult with subject matter experts during the course of the procurement process for the purpose of gathering information. The team leader, usually the project manager, will ensure consistent scoring and documentation to facilitate and support a consensus decision for the intended award. A consensus decision is a collaborative general agreement among the members of the group that does not have to be unanimous but meets the concerns of all members as much as possible. The team leader will provide a short plain statement for the procurement file that explains the basis of vendor selection for the intended award and how the vendor's deliverables and price will provide the best value to the state.

## **7) SCOPE OF SERVICES**

Details of the desired commodity/services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services/Specifications, and Exhibit "B" Method of Compensation, attached hereto and made a part hereof will form the basis for the work to be provided, and the method of payment for the work under the contract(s) that will result from this solicitation. Documentation of any revisions that may occur during the competitive negotiation process will be retained in the procurement file.

### **7.1 SCOPE OF SERVICES:**

Details of the desired /services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services attached hereto and made a part hereof.

### **7.2 METHOD OF COMPENSATION:**

Details of the method of payment for services under this contract are further described in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. The information provided in the Final Exhibit C Price Proposal will be used as a basis for determining the price for each Task Work Order

## **8) PRE-REPLY CONFERENCE: A PRE-REPLY CONFERENCE WILL NOT BE HELD.**

## **9) QUALIFICATIONS**

### **9.1 Qualifications Questionnaire**

Interested vendors must complete and submit the Attachment-1 to the ITN "Qualifications Questionnaire" to show that they have the necessary qualifications, prior relevant experience, and capabilities to meet the requirements of the Department in providing the services described herein, as specified in the Scope of Services. The replies to the Attachment-1 to the ITN "Qualifications Questionnaire" and the information provided by the vendors in their submittals will be reviewed and evaluated to determine the vendors that are best able to meet the requirements of the Department and proceed to Step 3 in the competitive negotiation process.

## 9.2 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, **out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the reply due date and time,** but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State  
Tallahassee, Florida 32399  
(850) 245-6051

## 9.3 Licensed to Conduct Business in the State of Florida

**If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the reply due date and time,** but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation  
Tallahassee, Florida 32399-0797  
(850) 487-1395

## 9.4 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

## 10) DIVERSITY ACHIEVEMENT

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21***, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages DBE firms to compete for Department contractual services projects, and also encourages non-DBE and other minority contractors to use DBE firms as sub-contractors. The Department, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The Department shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts.

Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, vendors are requested to submit the **Bidder's Opportunity List** with their technical proposal. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding the project.

Vendors are requested to indicate their intention regarding DBE participation on the **Anticipated DBE Participation Statement** and to submit that Statement with their technical proposal. After award of the

contract resulting from this ITN, the awarded Vendor will need to complete the "Anticipated DBE Participation Statement" online through the Equal Opportunity Compliance (EOC) system within 3 business days after award of the contract. The link to access the EOC system is: <https://www3.dot.state.fl.us/EqualOpportunityCompliance>. This will assist the Department in tracking and reporting planned or estimated DBE utilization.

During the contract period, the Vendor will be required to report actual payments to DBE and MBE subcontractors through the web-based EOC system. All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

Additional information about the EOC system can be found on the Equal Opportunity Office (EOO) website at <http://www.dot.state.fl.us/equalopportunityoffice/eoc.shtm>. A help manual on how to use the system will be available within the EOC application. If you have any questions or technical issues, please contact the EOO help desk at [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

To request certification or to locate DBEs, call the Department of Transportation's Equal Opportunity Office at (850) 414-4747, or access an application or listing of DBEs on the Internet at [www.dot.state.fl.us/equalopportunityoffice/](http://www.dot.state.fl.us/equalopportunityoffice/).

## **11) CONTRACT DOCUMENT**

### **STANDARD WRITTEN AGREEMENT**

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a reply, the vendor agrees to be legally bound by these terms and conditions.

## **12) REVIEW OF VENDOR'S FACILITIES & QUALIFICATIONS**

After the reply due date and prior to contract execution, the Department reserves the right to perform or have performed, an on-site review of the Vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the Vendor and may be used to determine whether the Vendor has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the Vendor has financial capability adequate to meet the contract requirements.

Should the Department determine that the reply / proposed negotiations have material misrepresentations or that the size or nature of the Vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the reply / proposal.

## **13) PROTEST OF INVITATION TO NEGOTIATE SPECIFICATIONS**

Any person who is adversely affected by the contents of this Invitation to negotiate must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.



## **14) UNAUTHORIZED ALIENS**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

## **15) SCRUTINIZED COMPANIES LISTS**

Responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

## **16) RESPONSIVENESS OF REPLIES**

### **16.1 Responsiveness of Replies**

Replies will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services as outlined in the contract documents called for in this Invitation to Negotiate in accordance with all requirements of this Invitation to Negotiate and receiving an average score of seventy (70) points or more on the Qualifications Questionnaire. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

### **16.2 Other Conditions**

Other conditions which may cause rejection of replies include, but are not limited to, evidence of collusion among Vendors, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

## **17) COPYRIGHTED MATERIAL**

Copyrighted material will be accepted as part of the reply or a negotiation session only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

## **18) ATTACHMENT TO ITN SUBMITTALS - CONFIDENTIAL MATERIAL**

The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Negotiate, Number DOT-ITN-19/20-6022SD - Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the Vendor upon submission, effective after opening.

## **19) COSTS INCURRED IN RESPONDING**

This Invitation to Negotiate does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a reply or subsequent negotiations or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

## **20) SUBMITTAL OF THE QUALIFICATIONS QUESTIONNAIRE**

**MAIL OR DELIVER REPLIES TO:**                    **(DO NOT FAX OR SEND BY E-MAIL)**  
Florida Department of Transportation  
District Six Procurement Office, Room 6202  
1000 Northwest 111 Avenue  
Miami, Florida 33172

The Proposer must submit one (1) original, three (3) copies, and one (1) USB of the Reply package as follows:

- Qualifications Questionnaire (Attachment-1 to the ITN) - with additional sheets as needed to address and respond to all questions completely (see Special Condition 9) and required Forms outlined in Section 29 Attached Forms.
- Exhibit C Preliminary Price Proposal

One (1) clearly marked original, three (3) exact copies, and one (1) additional copy in electronic format (e.g. single USB flash drive containing the submittal to be read with Adobe® PDF software). Replies must be submitted in a sealed envelope/package that should be labeled with the ITN number, the opening date and time, and the Vendor's Name. It is the Vendor's responsibility to assure that the reply is delivered to the proper place on or before the Reply Due date and time (See Introduction Section 2 Timeline). Replies which, for any reason, are not so delivered on time will not be considered.

## **21) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Vendors may modify submitted replies at any time prior to the reply due date. Requests for modification of a submitted reply shall be in writing and must be signed by an authorized signatory of the vendor. Upon receipt and acceptance of such a request, the entire reply will be returned to the vendor and not considered unless resubmitted by the due date and time. Vendors may also send a change in a sealed envelope to be opened at the same time as the reply. The ITN number, due date and time should appear on the envelope of the modified reply.

## **22) OPENING OF SEALED REPLIES**

All reply openings are open to the public. Replies will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). The public may attend the opening but may not review any replies submitted until they become public records in accordance with Section 119.07, Florida Statutes.

## **23) QUALIFICATIONS QUESTIONNAIRE/SHORT-LIST EVALUATION CRITERIA**

The initial replies received timely will be evaluated qualitatively for each of the criteria addressed in the Attachment-1 to the ITN "Qualifications Questionnaire" for the purpose of determining the vendors that best

meet the requirements of the Department and are reasonably susceptible of award. The review/evaluation of the responses to this Attachment-1 to the ITN "Qualifications Questionnaire" will determine the vendors to proceed in the ITN process.

The Proposer must submit one (1) original, three (3) copies, and one (1) USB of the Responses required by the Qualifications Questionnaire which is to be divided into the sections described below. Since the Department will expect all proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The responses to the criteria below for the Qualifications Questionnaire should be submitted in a sealed package marked Responses to the Qualifications Questionnaire DOT-ITN-19/20-6022SD.

Responses to the Qualifications Questionnaire shall be limited to a page size of eight and one-half by eleven inches (8½" x 11") with one half inch margins on all sides. Pages shall be single sided. Only the Staffing Chart may be submitted on 11"X17" paper. All other pages must be 8½" x 11". Type size shall not be less than 10 point font. The responses should be indexed and all pages sequentially numbered. Please use plain section covers and plain page dividers.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

**Proposers should submit their responses to the Qualifying Questions 1-6 below, which will serve as the basis for determining the Vendors capability of providing the best value and the best services to The Department.** Responses to the Qualifications Questionnaire will be evaluated qualitatively, and points will be assigned for each section as shown below. The review/evaluation of the responses to this questionnaire will determine the list of vendors to proceed in the ITN process. The Intended Award will be made to the responsive and responsible vendor(s) which is/(are) determined to be capable of providing the best value and best meet the needs of the Department.

Responses to the Qualifications Questionnaire will be evaluated based on the criteria and point scale below:

1. APPRAISER(S) OF RECORD (0-30 Points)  
Name of the Appraiser of Record being proposed. Appraiser of Record level of eminent domain appraisal experience, including court Orders of Taking, trials, depositions, and other hearings, as well as areas of expertise (i.e. Service Stations, Hotels, Shopping Centers, etc.)? List of trials testified in during the last five (5) years. Briefly describe major eminent domain projects worked.
2. PROPOSED STAFFING CHART (0-10 Points)  
Proposed staffing chart specifying what work will be done by the people on the chart. Qualifications/resumes of key personnel performing appraisal and appraisal review work. Include proof of the Appraiser(s) of Record being a State Certified General Real Estate Appraiser.
3. QUALITY ASSURANCE PROCESS (0-10 Points)  
Describe your Quality Assurance Process.
4. SUBCONSULTANTS (0-10 Points)  
List subconsultant team and their prior relevant eminent domain experience.
5. WORK PRODUCT SAMPLE (0-25 Points)  
Before and after appraisal sample.
6. WORKLOAD (0-15 Points)  
Current and anticipated workload. Describe your firm's ability and commitment to undertake a significant amount of work on short notices.

For use as a basis for estimates to be provided to the Department, each vendor shall provide hourly rates for appraisal and/ or appraisal review work on the Exhibit C Preliminary Price Proposal.

**24) ORAL PRESENTATIONS** There are No Oral Presentations.

**25) PROPOSED NEGOTIATION PROCESS**

The Department reserves the right to negotiate separately, or concurrently, with competing vendors, as set out below. The participating vendors should be cognizant of the fact that the Department, upon completion of each step, reserves the right to finalize the negotiation process at any time in the proposed process that the Department determines such selection would be in the best interest of the state. Replies should be prepared to provide a straightforward, concise description of the vendor's ability to meet the requirements and to allow the Department to properly evaluate the vendor's reply.

Step 1) Interested vendors must submit the following to the "Procurement Agent" identified on the cover page by date, time and location in the Timeline (See Introduction Section 2 Timeline).

- Qualifications Questionnaire (Attachment-1 to the ITN) - with additional sheets as needed to address and respond to all questions completely (see Special Condition 9) and required Forms outlined in Section 29 Attached Forms.
- Exhibit C Preliminary Price Proposal

Step 2) Evaluation Process:

A Technical Review team will be established to review and evaluate each proposal submitted in response to this Invitation to Negotiate (ITN). The Technical Review team will be comprised of at least three persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the Technical Review team a copy of each Qualifications Questionnaire. The Technical Review Committee will meet with the advisors, if any, to seek clarification and information regarding each Technical Proposal. The Technical Review team members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. The independent evaluations will be sent to the Procurement Office and averaged for each vendor.

During the process of evaluation, the Department staff will conduct examinations of proposals for responsiveness to requirements of the ITN. Proposing firms must attain an average score of seventy (70) points or higher on the Qualifications Questionnaire to be considered responsive. If a Proposer receives less than an average score of seventy (70) points on their Qualifications Questionnaire, they will not be considered for award of a contract. Those determined to be non-responsive will be automatically rejected.

The Technical Review Team will complete a written summary evaluation of each vendor's response to the criteria addressed in the Criteria for Evaluation in Section 23 above.

A public meeting will be held to announce and average the Qualifications Questionnaire scores of each member of the Technical Review Committee for each responsive Proposer. The proposers with the highest cumulative score over 70 points, will be considered for continuation with the ITN process.

The results will be submitted to the Selection Committee.

Step 3) Determination of Intended Award:

The contract will be awarded to the responsible and responsive Proposer(s) whose Proposal is determined to be the most advantageous to the State. The Department will hold a public meeting of the Selection Committee to review the Qualifications Questionnaire scores of the Proposers and determine the Total Score for each proposer. The Proposer(s) with the highest Total Score will be the apparent winner(s) and proceed with the negotiation process. If the Department is confronted with identical scoring

from multiple Proposers, the Department shall determine the order of award in accordance with Rule 60A-1.011, Florida Administrative Code. The final decision will be determined by the Selection Committee. A statement will be placed in the procurement file that explains the basis for Proposer selection. The Department reserves the right to reject any Proposal submitted with an un-reasonably high or unreasonably low Price Proposal Amount. The Award will become final in accordance with Florida Statutes.

The Department reserves the right to accept or reject any or all Proposals received. The Department is not obligated to execute a contract and may terminate negotiations with any Proposer at any time.

#### Step 4) Posting of Intent to Award:

The Department's Intent to Award will be posted, in accordance with Rule and law (see Special Condition 26), stating the Department's intent to negotiate and award a contract to the highest total score vendor(s) that reach an acceptable agreement with the Department.

#### Step 5) Negotiations:

Once the posting period has ended, the Technical Review Team will undertake negotiations with the vendor(s) separately or concurrently until an acceptable contract is agreed upon, or it is determined that an acceptable agreement cannot be reached with such vendor. If negotiations fail with a vendor, negotiations with that vendor will be formally terminated and negotiations may begin with the next vendor, and so on until there is an agreement on an acceptable contract. Negotiation sessions are not open to the public and all negotiation sessions will be recorded by the Department.

The Technical Review Team will provide a short plain statement for the procurement file that explains the basis for vendor selection and how the vendor's deliverables and price will provide the best value to the state.

Step 6) The Department will contract with the successful vendor(s).

### **26) POSTING OF SHORTLIST AND / OR INTENDED AWARD**

26.1 The Shortlist and / or Intended Award, as applicable, will be made to the responsive and responsible vendor(s) which are determined to be capable of providing the best value and best meet the needs of the Department. The Shortlist, Ranking, or Intended Award decision will be announced at the date, time and location in the Timeline.

26.2 The Department's decision will be posted on the Florida Vendor Bid System, at [www.myflorida.com](http://www.myflorida.com), (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any vendor who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3. If the Department is unable to post as defined above, the Department will notify all vendors by electronic notification on the Florida Vendor Bid System (see special condition 26.2, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

## **27) AWARD OF THE CONTRACT**

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

A Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

## **28) RENEWAL**

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

## **29) ATTACHED FORMS**

All of the below forms must be completed and submitted with the Qualifications Questionnaire:

- Attachment-1 to the ITN "Qualifications Questionnaire"
- Appraiser of Record
- Certification of Experience
- Corporate Resolution
- Vendor Data Sheet
- Drug-Free Workplace Program Certification (*Form 375-040-18*)
- DBE Participation Statement (*Form 375-040-63*)
- Bid Opportunity List (*Form 375-040-62*)
- Scrutinized Companies Lists (proposals of \$1 million or more) (*Form 375-030-60*)
- Terms for Federal Aid Contracts (Appendix I)
- Certification Regarding Debarment (*Form 375-030-32*)
- Certification for Disclosure of Lobbying Activities (*Form 375-030-33*)
- Exhibit C Preliminary Price Proposal

## **30) ATTACHED TERMS AND CONDITIONS**

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- Special Conditions
- Scope of Services/Specifications
- Price Proposal
- Method of Compensation
- Standard Written Agreement (*Form 375-040-19*)
- Terms for Federal Aid Contracts (Appendix I)
- Certification Regarding Debarment (*Form 375-030-32*)
- Certification for Disclosure of Lobbying Activities (*Form 375-030-33*)
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- Introduction Section

## 31) TERMS AND CONDITIONS

### 31.1 General Contract Conditions (PUR 1000)

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

### 31.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

## 32) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and a certificate of such insurance has been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, 1000 N.W. 111 Avenue, Miami, Florida 33172** within ten (10) days after the ending date of the period for posting the intended award decision.

The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000 per person and \$ 300,000 each occurrence, and property damage insurance of at least \$ 200,000 each occurrence, for the services to be rendered in accordance with this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

33) PERFORMANCE BOND A Performance Bond is not required for this project.

## 34) METHOD OF COMPENSATION

Method of Compensation for awarded contract is described in **Exhibit "B", Method of Compensation**, attached hereto and made a part hereof.

### **35) DRUG-FREE WORK PLACE" PREFERENCE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

### **36) LIQUIDATED DAMAGES**

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.



ITN CHECKLIST  
(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

This Checklist is provided as a guideline, only, to assist Vendors in the preparation of their ITN response. Included are some important matters that the vendor should check. This checklist is just a guideline, and is not intended to include all matters required by the ITN. Vendors are responsible to read and comply with the ITN in its entirety.

Check off each the following:

- \_\_\_\_\_ 1. The Attachment-1 to the ITN "Qualifications Questionnaire" has been completed, as specified, along with all required forms and information and enclosed in the ITN response:
- a) Attachment-1 to the ITN "Qualifications Questionnaire"
  - b) Appraiser of Record
  - c) Certification of Experience
  - d) Corporate Resolution
  - e) Vendor Data Sheet
  - f) Drug-Free Workplace Program Certification (*Form 375-040-18*)
  - g) DBE Participation Statement (*Form 375-040-63*)
  - h) Bid Opportunity List (*Form 375-040-62*)
  - i) Scrutinized Companies Lists (proposals of \$1 million or more) (*Form 375-030-60*)
  - j) Terms for Federal Aid Contracts (Appendix I)
  - k) Certification Regarding Debarment (Form 375-030-32)
  - l) Certification for Disclosure of Lobbying Activities (Form 375-030-33)
  - m) Exhibit C Preliminary Price Proposal
- \_\_\_\_\_ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided on all forms.
- \_\_\_\_\_ 3. The Scope of Services, Exhibit "A", has been thoroughly reviewed for compliance to the ITN requirements.
- \_\_\_\_\_ 4. Authorized To Do Business in the State of Florida, submit form if out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida (if applicable).
- \_\_\_\_\_ 5. The [www.myflorida.com](http://www.myflorida.com) website has been checked and any Addendums posted have been completed, signed, and included in the ITN response.
- \_\_\_\_\_ 6. The ITN response must be received, at the location specified, prior to the Opening Date and Time designated in the ITN (see Section 2 TIMELINE).

**MAIL OR DELIVER REPLIES TO: (DO NOT FAX OR SEND BY E-MAIL)**

Florida Department of Transportation  
District Six Procurement Office, Room 6202  
1000 Northwest 111 Avenue  
Miami, Florida 33172

- \_\_\_\_\_ 7. On the lower left hand corner of the envelope transmitting your ITN response, write in the following information:

ITN Number: DOT-ITN-19/20-6022SD

Title: DISTRICT WIDE RIGHT-OF-WAY APPRAISAL CONSULTANT SERVICES

Sealed Reply Due Date & Time: Tuesday, January 28, 2020, at 10:00AM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STANDARD WRITTEN AGREEMENT**

Agreement No. \_\_\_\_\_  
Financial Project I.D. Various  
F.E.I.D. No.: \_\_\_\_\_  
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of  
contract, pursuant to s. 216.313, F.S.: \_\_\_\_\_  
(required for contracts in excess of \$5 million)  
Procurement No.: DOT-ITN-19/20-6022SD  
DMS Catalog Class No.: 80131802

BY THIS AGREEMENT, made and entered into on \_\_\_\_\_ by and between the  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and \_\_\_\_\_, of \_\_\_\_\_  
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with District-wide Right-of-Way Appraisal Consultant Services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

Director of Transportation Development

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or five years after Notice to Proceed, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

Services shall commence \_\_\_\_\_ and shall be completed by \_\_\_\_\_ or date of termination, whichever occurs first.

Services shall commence upon written notice from the Department's Contract Manager and shall be completed by five years after Notice to Proceed or date of termination, whichever occurs first.

Other: See Exhibit "A"

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

#### 4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**PAYMENT FOR CLAIMS:** The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$200,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$\_\_\_\_\_.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

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

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

- (1) Keep and maintain public records required by the Department to perform the service.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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

District 6

305-470-5435

D6prcustodian@dot.state.fl.us

Florida Department of Transportation

District 6 - Office of General Counsel

1000 NW 111 Avenue

Miami, FL 33172-5800

- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
  - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

- I The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtm>, incorporated herein by reference and made a part of this Agreement.
- J Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.
- B Select the appropriate box:



The following provision is not applicable to this Agreement:

- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT  
2475 Apalachee Pkwy  
Tallahassee, Florida 32301-4946  
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:  
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises  
12425 - 28th Street, North  
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:  
Exhibit A Scope of Services  
Exhibit B Method of Compensation  
Exhibit C Price Proposal
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Name of Vendor

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Print/Type)

Title: Director of Transportation Development

---

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

\_\_\_\_\_  
Procurement Office

\_\_\_\_\_

SAMPLE

**State of Florida  
Department of Transportation**



**EXHIBIT "A"  
SCOPE OF SERVICES**

**FOR**

**DISTRICTWIDE RIGHT-OF-WAY APPRAISAL  
CONSULTANT SERVICES**

<b>PROJECT/PROPOSAL NUMBER..:</b>	<b>ITN-DOT-19/20-6022SD</b>
<b>FINANCIAL PROJECT NUMBER.:</b>	<b>T.B.A</b>

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

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## I. DESCRIPTION

Appraisal Consultant Services are required in connection with the acquisition of Right of Way for this District Wide Right Of Way Appraisal Contract in Miami-Dade County and Monroe County. These services shall include:

1. The preparation of written appraisal reports and the update of appraisals as required.
2. The reviewing of appraisal reports prepared by other appraisers as required.
3. The preparation of cost estimates on corridors assigned for work program budgeting purposes.

The Appraisal Consultant shall be responsible for all work necessary and incidental to the completion of said items unless otherwise noted herein. Such work may include management and administration of sub-consultants for land planning/engineering, traffic engineering, architectural studies, cost-to-cure damage estimates, and/or other specialty services as may be required to complete each Scope of Services for the various tasks. Where damages are estimated and a cost to cure damage estimate is proposed, the Appraisal Consultant shall furnish a site plan for the remainder property, approved by the local planning and zoning authority.

The review of appraisal reports will be accomplished according to Section 6.1 of the FDOT R/W Manual, Appraisal and Appraisal Review.

The preparation of cost estimates will be accomplished according to the Guidance Document for Right of Way Cost Estimates and guidance from the DDRWM-V. The cost estimates will be prepared using the program supplied by the project manager or a program created by the consultant, at the discretion of the DDRWM-V.

## II. OBJECTIVES

The Consultant shall perform all appraisal services necessary within the specified time limits. **All appraisal services and analysis assignments shall be performed and prepared in conformance with the current Uniform Standards of Professional Appraisal Practice (USPAP), current FDOT Supplemental Standards of Appraisal and the current FDOT Appraisal and Appraisal Review Procedures.** The Consultant may obtain a copy of said Appraisal Standards and Appraisal and Appraisal Review Procedures from the **Deputy District Right of Way Manager Valuation (DDRWM-V)** or may download a current copy from the Internet. **The website to download the Supplemental Standards of Appraisal is:**

<https://www.fdot.gov/rightofway/ProceduresManual.shtm>

The Supplemental Standards of Appraisal is Section 6.2 and may be downloaded by clicking on the title.

## III. DEFINITIONS

- A. **Appraiser of Record:** The individual appointed by the Consultant to perform all appraisal services for this contract, and whose qualifications and expertise will be evaluated in the selection process. Others may assist the Appraiser of Record in performing the appraisal services to the extent that such assistance does not require the exercise of the assistant's judgment, conclusion, or opinion regarding valuation issues. Those areas of appraisal requiring analysis, judgment and conclusion concerning value are exclusively the tasks of the Appraiser of Record.
- B. **Basic Services:** Those work activities associated with delivery of a written appraisal report for each parcel identified herein.
- C. **Assignment:** A written description of the appraisal or appraisal related professional services to be performed by the Appraisal Consultant under the contract in connection with a designated road improvement project identified by a section/job number.

- D. **Acceptance:** Acceptance occurs when an appraisal service has been reviewed by a qualified Florida Department of Transportation Review Appraiser or a Contract Review Appraiser and has met all requirements of USPAP and the FDOT Supplemental Standards of Appraisal, and is acceptable for payment of the invoice.
- E. **Approval:** If there are two or more appraisals performed on a parcel, the Department review appraiser approves one of the reports and uses it as the basis for his/her recommendation of just compensation. This is in contrast to acceptance, where all appraisals may meet the minimum appraisal standards in USPAP and FDOT Supplemental Standards of Appraisal and therefore, may be acceptable for payment of their respective invoices.
- F. **Department:** The Florida Department of Transportation (FDOT).
- G. **Consultant:** The consulting firm retained by the Department to perform the right-of-way production tasks described in this Scope of Services.
- H. **Appraisal Project Manager:** The Department's staff member with overall responsibility and authority to manage the right of way production tasks of the Consultant.
- I. **Subject Property:** The parent ownership from which an interest or interests are to be acquired.
- J. **Parcel:** The portion of a subject property comprising a defined interest to be acquired, (i.e., fee, easement, temporary construction easement, aerial rights, etc.)
- K. **Appraisal Report:** Any written or oral analysis, opinion, or conclusion issued by an appraiser relating to the nature, quality, value or utility of a specified interest in, or aspect of, identified real property, and includes a report communicating an appraisal analysis, opinion, or conclusion of value, regardless of title. For the Florida Department of Transportation purposes, an appraisal report must be a written statement independently and impartially **prepared in the format prescribed by the Department**, 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, and which meets the professional standards for licensed and certified appraisers as incorporated by reference in Section 475.628, Florida Statutes.
- L. **Right of Way Cost Estimate** Denotes a limited analysis assignment service that relates to the Department's specifically identified needs.
- M. **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.
- N. **Letter Update:** A letter update (i.e. restricted format) may be requested if there have been no major changes in the property and/or its value between the date of the last appraisal report and the present time. This type of report is acceptable instead of updating and preparing an appraisal report.
- O. **Data Book:** N/A.
- P. **Correction Period:** The correction period will be assigned by the DDRWM-V when the Letter of Authorization is issued. The time assigned will depend on the complexity of the parcel and the review time of the reviewer. The number of correction days will start from the day after the date the corrections are requested, and the clock will continue until that set of corrections is received at FDOT, at which time the clock will stop. If another set of corrections is needed, this process will begin again in the same manner, but will never exceed the total number of days assigned by the DDRWM-V. Under no circumstances will there be any additional days allowed for corrections other than the number of days assigned, unless written permission is obtained from the DDRWM-V. The Consultant must address all correction points of the



reviewer and must make a reasonable attempt to correct the deficiencies in order for the correction time to stop while the corrections are being reviewed.

- Q. **Processing of Invoices:** The DEPARTMENT shall have 60 days after receipt of appraisal reports to review and approve the product before processing invoice for payment. Invoices will be processed for payment by the Department within 20 days of approval of the appraisal by the Deputy District Right of Way Manager-Valuation, or his/her designee. The DEPARTMENT shall review the reports made and services performed under this Agreement and notify the APPRAISER of deficiencies within 60 days of receipt thereof, or the invoice shall be processed for payment. Failure to correct deficiencies shall result in default regardless of payment having been made. A report requiring corrections to comply with the Department's Appraisal Standards shall be approved for payment within 30 days from receipt of acceptable corrections. Reports not requiring corrections shall be approved immediately upon completion of review.
- R. **"Prepared in a format prescribed by the Department"** means in accordance with the current Uniform Standards of Professional Appraisal Practice (USPAP), and the current FDOT Supplemental Standards of Appraisal found in Section 6.2 of the Right of Way Manual. This format may be delivered as "hard copies (paper)" or "electronically (computer email or Internet)" as may be determined by the DDRWM-V.

The standards can be accessed via the internet at:

<https://www.fdot.gov/rightofway/ProceduresManual.shtm>)

For Appraisal Updates, the DDRWM-V must be contacted if a letter update report (i.e. restricted format) is ordered and the appraiser believes it will not accurately communicate the estimate of value. The appraiser will have the option of updating the entire report (i.e. summary format), but only after discussing it with the DDRWM-V and receiving approval in writing from him/her.

- S. **"Letter of Authorization/Task Assignment"**: A letter or work order issued by the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** authorizing the **CONTRACTOR** to commence work on a specific task in accordance with the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/ AGREEMENT**. Completion due dates, **number of reports** and fees are specified in the "Letter of Authorization/Task Assignment".
- T. **Contract/Agreement:** All documents, exhibits and attachments specifying services to be performed/provided by the **CONSULTANT**, billing rates for these services and how the **CONSULTANT** shall be compensated for these services, executed by both the **CONSULTANT** and the **DEPARTMENT**.
- U. **Notice to Proceed:** A letter issued by the Contractual Services Office authorizing the start of the **CONTRACT/ AGREEMENT**. There shall be one (1) Notice to Proceed issued for the initial **CONTRACT/ AGREEMENT**. For any additional work that shall be added to this **CONTRACT/AGREEMENT** by Supplemental Agreement an additional Notice to Proceed shall be issued. If "Letter of Authorization/Task Assignment" are required under this **CONTRACT/ AGREEMENT**, then the **CONSULTANT** shall not commence work until receipt of the "Letter of Authorization/Task Assignment" (as defined below) from the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)**.
- V. **Written Notice:** Written notice is herein defined as notice in writing signed and may be a facsimile or email of the original.

#### IV. PROVISIONS FOR WORK

- A. **Written Appraisal Report:** All written appraisal reports shall be prepared in compliance with current USPAP, the current FDOT Supplemental Standards of Appraisal and the current FDOT Appraisal and Appraisal Review Procedures.
- B. **Data Book:** N/A

- C. **Updates:** All required updates shall be prepared in compliance with current USPAP, the current FDOT Supplemental Standards of Appraisal and the current FDOT Appraisal and Appraisal Review Procedures.
- D. **Letter Updates:** All required letter updates shall be prepared in compliance with current USPAP, the current FDOT Supplemental Standards of Appraisal and the current FDOT Appraisal and Appraisal Review Procedures.

**Note: USPAP changes annually, with a supplement printed each July. It is the Appraisal Consultant's responsibility to use the "latest edition" or supplement.**

- E. **Transmittal Capabilities and Requirements:** The consultant is required to transmit all required data, comparable sales, appraisals, updates, litigation services, etc., over to the District electronically in addition to the hard copies. The Appraiser is required to have a computer, scanner, etc. capabilities for the transmittal of all appraisal products. Adobe PDF (Portable Document Format) is the required format in transmission of all applicable data.
- F. **Submission of Sales Data:** The Appraiser will be required to impute all individual comparable sales data sheets, parcel sketches, color photos, deeds, etc. This information will be required in a separate location as determined by the FDOT District Six. There will be no exceptions as to imputing the individual comparable sales data. Non-submission of the required sales data will result in liquidated damages to the FDOT District Six in the amount of 50% of the original total project bid fee.

Said fine shall be outstanding and may be assessed against any current and future project negotiations as deemed necessary. Non-conformance by the consultant could also result in potential limitation for consideration of any future negotiations with the District.

## V. BASIC SERVICES

### A. Data Book: N/A

- 1. Items of Comparison: The Appraisal Consultant shall provide to the Department a listing of various items of comparison for all the sales and for each parcel to be appraised.
- 2. Additional Information: All comparable sales shall have the following additional information on the sales data sheet: taxing authority (City or County); assessed value; assessed improvement value; assessed total value; green belt value, if applicable; eleemosynary/charitable institution; any tax exemptions; the amount of property tax, the year assessed, folio number, date of last sale, etc.

### B. Written Appraisal Report:

- 1. Appraisal Services: The Appraisal Consultant shall perform or have performed all services necessary to make an estimate of market value for parcels identified by the Department. At the end of the review period, after all corrections have been made and the appraisal is accepted. The required number of hard copies (as requested in the Letter of Authorization/Task Assignment) with original photos, sketches and signatures will be delivered to the reviewer with another copy of the report on a CD. Said report shall also address the following when appropriate.
  - a. Zoning: Determine and verify in writing zoning designations for each parcel with each 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, and verify in writing, the approved use of the remainder parcel with the appropriate governmental authority.

- 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 by 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. 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, such as conformity to normal zoning conditions and requirements.
- f. Parcel Analysis Data Summary: Compile and render the findings of analysis conducted on a parcel-by-parcel basis. The parcel analysis data 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 of the appropriate federal, state, municipal, county and 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. Parcel Sketch: As needed, supplemental to the right-of-way maps furnished by the Department. Provide a parcel sketch 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) and location of site access points before and after the acquisition. In addition, the Department may require the appraiser to furnish a survey of the parcel and parent tract or "larger parcel."
- i. Site Inspection: Inspect the subject parcel site with the Department's review appraiser, as practicable. Notify the property owner in advance of the inspection date, utilizing the current format in the FDOT Supplemental Standards.
- j. 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. Additionally, the parking should conform to all ADA requirements after the acquisition.

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 review appraiser in order to evaluate the effects of the proposed design.

- k. 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.
- l. 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 would be permitted subsequent to the acquisition. Driveway location must be compatible with access management policies, and the District-Wide Access Management Implementation Plan.

- m. Building Floor Plans and Structure Design: If primary parcel structures are to be affected by the Department's right of way, provide drawings to scale of the improvements before and after the acquisition as provided in the final cure scenario.
- n. 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.
- o. On-Premise Signs: 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, including research of sign ordinances and the legal permissibility of the new sign location, along with an analysis of appropriate costs to cure.
- p. Outdoor Advertising signs (ODA): If there are Outdoor Advertising Signs in the project then the ODA Signs must be appraised in the original acquisition appraisal in accordance with current case law. The value of the Outdoor Advertising Sign is to be included on the Certificate of Value as an improvement to be acquired. The body of the report must also identify any leasehold interest due to the presence of the ODA sign. All of the property interest for the whole property and the acquisition must be separated in the body of the report and summarized at the beginning of the report. If the appraisal Consultant is unsure of FDOT appraisal procedures in the valuation of either ODA, On-premise or Monument advertisement signs he/she must contact the DDRWM-V to discuss any valuation problems, methodology and obtain proper procedural directions. The appraiser should also follow Guidance Document 3 in the Right of Way Manual, "Guidance Document for Right of Way Outdoor Advertising Valuation."

**This document may be downloaded from the FDOT Internet site Or by requesting a copy from the DDRWM-V.**

**The FDOT Internet site address is as follows:**

**<https://www.fdot.gov/rightofway/ProceduresManual.shtm>**

- q. American with Disabilities Act: The Appraisal Consultant 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 will be placed on the subject in order to effect a cure in the after situation.
2. Date of Valuation: Unless otherwise agreed to in writing by the Department, the date of valuation for basic services and for Order of Taking hearings shall be the date of the Appraisal 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 Appraisal Consultant is requested to make corrections on any report and the corrections are not received within the required time, the appraiser will be penalized. The date of valuation for this appraisal report must be twenty (20) days prior to the receipt of the corrected appraisal. Therefore, the Appraisal Consultant may have to re-inspect the property if corrections are requested.

The Appraisal Consultant will be instructed either in the Notice to Proceed, Task Assignment 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 (date of deposit). If no value date is specified then valuation as of a current date is assumed.

- 3. Support Services: Services beyond the professional ability of the Appraiser in the areas of professional services (e.g., land planning, miscellaneous engineering, architectural, etc.) or specialty services (e.g., sign specialists, aerial photographers, fixture appraisers, general contractors, etc.) shall not be

performed by the Appraiser of Record. In these instances, the Appraisal Consultant shall invoke the services of sub-consultants as necessary to support their appraisal.

When an approved site plan for a cure is needed for the remainder property, the appraiser must establish a reasonable probability that the cure proposed will be accepted and approved. This can be accomplished by the performance of a land planner analysis that the proposed cure in place has reasonable probability of being approved in the future or by an analysis of historical variances issued by the relevant zoning authority.

## VI. OPTIONAL SERVICES

The Department's DDRWM-V shall issue Letters of Authorization/Task Assignments for updates, additional parcels, litigation services and other Consultant services. The letters of authorization shall specify the scope of services and the fees to be paid.

- A. **Updates:** The Appraisal Consultant may be required to update the estimate of market value for parcels as required and to deliver, as requested by the DDRWM-V, a set number of originals of the written update report to the DDRWM-V. The Appraisal Consultant will charge 50% of the fee minus sub-consultant fees, unless required for complete updates (i.e. summary format) and 25% of the fee, minus sub-consultant fees, unless required for letter updates (i.e. restricted format.)
- B. **Other Appraisal Consulting Services:** The Department may require the expertise of the Appraisal Consultant and his/her support staff for Consultation purposes. Such services shall be negotiated and a Letter of Authorization/Task Assignment will be issued by the Department. Services beyond the professional ability of the Appraisal Consultant in the areas of professional services (e.g., land planning, miscellaneous engineering, architectural, etc.) or specialty services (e.g., sign specialists, aerial photographers, fixture appraisers, general contractors, etc) shall not be performed by the Appraiser of Record. In these instances, the Appraisal Consultant shall invoke the services of sub-consultants as necessary to support their appraisal.
- C. **Litigation Support Services:** The Appraisal Consultant 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 assigned attorney to successfully litigate and defend the Department's position in court (planning, engineering, architectural, business appraisals, etc.).

The Appraisal Consultant agrees to enter into a contract to provide litigation support services for the compensation specified in **Exhibit "C", Price Proposal/Billing Rates.**

## VII. DELIVERY DATES FOR BASIC AND OPTIONAL SERVICES

The Appraisal Consultant shall submit a complete written appraisal report to the Department no later than the delivery date set forth by the Department in this or in any supplemental agreement. The Department may, by "Letter of Extension", extend an appraisal due date or any due date for correction of appraisal deficiencies. Extensions shall be authorized and signed by the DDRWM-V. Extensions requested by the Appraisal Consultant shall be by email request explaining in detail why such extension is necessary. **The extension request has to be written in the form prescribed by District Six and must be submitted at least seven (7) days before the due date to be extended.** The DDRWM-V shall acknowledge acceptance or denial of the Appraisal Consultant's request in writing.

1. For late delivery of an appraisal report, an updated report or delivery of requested correction of appraisal deficiencies, liquidated damages shall be at the rate set forth in **Exhibit "B", Method of Compensation** for each day of default.
2. Any optional services that is delivered later than the date specified in the Notice to Proceed, Task Assignment or Letter of Authorization/Task Assignments, shall incur liquidated damages set forth **in Exhibit "B", Method of Compensation** for each day of default.

## VIII. GENERAL

- A. **Meeting:** The Consultant and sub-consultants agree to meet with the Department's appraisal representatives at the discretion of the DDRWM-V to discuss the progress of the appraisal services.
- B. **Appraisals for Property Owners:** The appraiser is required to obtain written permission from the Deputy District Right of Way Manager - Valuation (DDRWM-V) before proposing on or accepting an appraisal assignment from another party on property which may be on or closely related to a Department project, and on which the appraiser previously or currently has contracted with the Department to provide appraisal services. Also the appraiser should notify the DDRWM-V, if any relative should be part of a representative of council firm of the property being appraised.
- C. **Consultant Employees:** The Consultant shall submit a written list of, and secure prior approval of, the personnel the Consultant plans to utilize as providing significant professional assistance for each parcel. Included within the individual personnel listings should be a detailed description as to the levels of experience and training for each employee the Consultant wishes to have considered and specifically what level of assistance each employee shall provide. The Department's DDRWM-V, at his/her discretion, may approve or disapprove the use of any individual employee.
- D. **Sub-consultants:** The Consultant 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 Consultant shall submit the name and address of the sub-consultant and secure prior written approval from the DDRWM-V to employ the sub-consultant(s). The Consultant will be responsible for the management, scheduling, and administration of all sub-consultant(s), including invoice processing and payment of the sub-consultant(s).
- E. **Quality Control Program:**
  1. **Quality Control Plan (QCP):** The Consultant shall develop an in-house QCP, which shall detail the procedures, evaluation criteria, and instruction to its organization to assure conformance with current USPAP, the current FDOT Supplemental Standards and the contract. Significant changes to the work requirements may require the Consultant to revise its QCP. It shall be the responsibility of the Consultant to keep its QCP current with the work requirements.
  2. **Quality Control Review (QCR):** The Consultant shall conduct in-house QCR's to make certain its own organization is in compliance with the requirements of the current USPAP, the current FDOT Supplemental Standards, and provisions of the contract. The Appraiser of Record will be required to certify that each submittal has been prepared and checked in accordance with good appraisal practice and represents a quality product.

## IX. DEPARTMENT RESPONSIBILITIES

- A. The Department will administer the technical terms and conditions of the Agreement through the principal review appraiser for each project.
- B. The Department, at its option, may delegate any or all Department functions and/or responsibilities to a General Consultant.

- C. The Department will make available to the Consultant right-of-way maps, legal description, title searches, and construction plans, as necessary and available.

**X. LENGTH OF SERVICES**

The provisions of this Agreement shall remain in full force and effect through completion of all services required of the Appraisal Consultant for a five (5) year term from the execution of this agreement, whichever occurs first.

- A. The Appraisal Consultant shall commence Basic Services upon receipt of the Letter of authorization/Task Assignment from the DDRWM-V
- B. Basic Services shall be completed in accordance with the time periods specified by the Department as shown in the individual "Letters of Authorization", "Task Assignments" or "Notices to Proceed".
- C. During the **contract** term, Optional Services (e.g., Updates, Additional Parcel Appraisal Services, and Litigation Support Services) may be authorized subject to the time periods specified by the Department.

**XI. 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 Consultant that the Consultant shall appoint Name of Appraiser of Record as Appraiser of Record to personally perform all the appraisal services specified herein; however, should the Consultant utilize the services of other persons to assist the Appraiser of Record in performing said services, the Consultant shall do so as described in Section VIII, Paragraphs C and D above.
- B. The Department and the Consultant 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 Consultant's employ, the Consultant shall assign this agreement, without limitation, to the Appraiser of Record or the company employing said individual.

Consultant's Signature: \_\_\_\_\_

Appraiser of Record Signature: \_\_\_\_\_

**XII. APPRAISAL ASSIGNMENTS**

- A. **General Comments:** Generally, all initial appraisal assignments are to be considered appraisals as defined by USPAP and the FDOT Supplemental Standards of Appraisal. Updated appraisals may be requested for Order of Taking hearings or date of deposit reports.
- B. **Reporting Formats:**
  - 1. An appraisal report will be requested for the most complex appraisals, usually involving partial acquisitions with significant damages. This format is defined by both USPAP and the FDOT Supplemental Standard of Appraisal.
  - 2. A restricted appraisal report may be used for letter updates.

**XIII. INDIVIDUAL APPRAISAL PROBLEMS ON A PARCEL-BY-PARCEL BASIS**

Some of the key issues to be considered in these parcel appraisals are the potential loss of parking, any access changes in the after situations, the impact of limited access imposed on some properties, a realistic value for site improvements, the acquisition of building improvements on some properties, the presence of contamination and the existence of overhangs, footers and septic tanks in the acquisition areas.

When considering the cost to cure damages on any parcel the appraiser should be familiar with current applicable legal cases. Some examples:

**D.O.T. v. Byrd, 254 So.2nd 856 (Fla. 1st D.C.A. 1971)**  
**D.O.T. v. Williams, 579 So.2nd 226 (Fla. 1st D.C.A. 1991)**  
**D.O.T. v. Murray, ET UX, ET AL, 21 Fla. L. Weekly D232 (Fla. Jan.19, 96)**  
**Broward County v. Patel, 19 Fla. L. Weekly S269 (Fla. May 19, 1994).**  
**D.O.T. v. Landman, 664 So 2d 1141 (Fla. 5<sup>th</sup> DCA 1995)**  
**D.O.T. v. Michelin, 702 So 2d 1326 (Fla. 4<sup>th</sup> DCA 1998)**

#### **ASSIGNMENT CATEGORIES:**

Each of the appraisals performed must comply with USPAP and the FDOT Supplemental Standards of Appraisal.

A phase I environmental assessment, if applicable, will be performed on each parcel by the department and will be provided to the appraiser as available prior to the appraiser's due date. If the phase I environmental assessment indicates that any of the parcels are contaminated, the department may chose to order a level II assessment. In this instance, the property may have to be valued "as is" and/or "as if cleaned". In either scenario, the appraiser will have to address stigma, Appraisals where there is a possibility of contamination on the parcel or parent tract (larger parcel) must follow the procedure set forth in section 5.1 of the Right of Way Manual, titled "Acquisition of Contaminated Right of Way Parcels."

**This section may be downloaded from the FDOT Internet website at:**

**(<https://www.fdot.gov/rightofway/ProceduresManual.shtm>) or a copy may be obtained from the DDRWM-V.**

The legality of on site fill and improvements must be established. Use of a planning sub-consultant will be at the discretion of the appraiser. However, similar planning issues that apply to multiple parcels should be dealt with on an overall basis instead of charging planning hours to multiple parcels for analysis of the same issue.

The responsibility for ordering the surveys for each parcel will be determined at the time of issuing the "Letter of Authorization/Task Assignment". If the surveys are ordered by the Appraiser, four copies each and one diskette will be provided to the FDOT Appraisal Project Manager. The surveys will include the following:

- The parcel surveys will agree with the ROW Map so all corners are set on the parent tract and the acquisition parcel.
- Boundary surveys of the parent tract and the acquisition parcel will be provided on all parcels unless otherwise indicated in the "Letter of Authorization/Task Assignment"
- The surveys should include all easements, reservations, and encroachments of record. Topographical data must include all real property improvements to the site.
- In costing out the surveys, please provide a breakdown of the hours as follows: Crew man-hours, Professional Surveyor and Mapper (PSM) hours and CADD technician hours.

The assignment categories are not an all-inclusive list of assignments. Other types of appraisal assignments or consulting assignments, not listed here, may be requested under this Agreement.

#### **1. Land value** (strip acquisitions, minor site improvements acquired, no severance damages observed)

##### **A. RESIDENTIAL** (Classifications of Land Uses)

1. Single family residential
2. Duplex family residential



3. Multi-family apartment (up to 10 units)
4. Multi-family apartment (over 10 units and to 30 units)
5. Multi-family apartment (over 30 units)
6. Condominium
7. Other

B. COMMERCIAL (Classifications of Land Uses)

1. Office
2. Office condominium
3. Retail
4. Strip shopping center
5. Hotel/motel
6. Fast food restaurant sites
7. Convenience store sites
8. Restaurant sites
9. Out-parcel sites
10. Regional mall
11. CBD
12. ODA sign sites
13. Other

C. INDUSTRIAL (Classifications of Land Uses)

1. Warehouse
2. Office/warehouse
3. Industrial park sites
4. Industrial plant sites
5. Mini-warehouse
6. Other

D. AGRICULTURAL (Classifications of Land Uses)

1. Crop land
2. Grove land
3. Nurseries
4. Sod farms
5. Grazing land
6. Other

E. WETLANDS

1. Environmentally-sensitive property, no uplands
2. Environmentally-sensitive property, 25% in uplands
3. Environmentally-sensitive property, over 25% in uplands
4. Other

F. SPECIAL PURPOSE LAND USAGE

1. School sites
2. Marina sites
3. Campgrounds
4. Borrow pits
5. Other

## **2. Partial Acquisition Appraisals Severance Damages**

### **A. RESIDENTIAL**

1. Improved single-family residential properties
2. Improved duplex residential properties
3. Improved multi-family apartments (up to 10 units)
4. Improved multi-family apartments (between 10 to 30 units)
5. Improved multi-family apartments (over 30 units)
6. Residential condominiums
7. Other improved residential properties

### **B. COMMERCIAL**

1. Improved office properties
2. Improved high-rise offices
3. Improved office condominiums
4. Strip shopping centers
5. Hotels/motels
6. Fast food restaurants
7. Convenience stores
8. Restaurants
9. Improved high-rise mixed use buildings
10. ODA signs
11. Other

### **C. INDUSTRIAL**

1. Improved warehouses
2. Improved office/warehouses
3. Industrial plants
4. Mini-warehouses/storage properties
5. Office/research facilities
6. Other improved industrial properties

### **D. AGRICULTURAL**

1. Crop farms
2. Orange or citrus groves
3. Improved nursery farms
4. Dairy farms
5. Sod farms
6. Livestock farms
7. Other

### **E. SPECIAL PURPOSE PROPERTIES**

1. Schools
2. Marinas
3. Campgrounds
4. Borrow pits
5. Other

### 3. Advanced Acquisition

Usually the appraisal of an entire parent tract of ownership is considered for advanced acquisition. But, an advanced acquisition appraisal assignment may also be for a partial acquisition.

Advanced acquisition appraisals may include any of the assignment categories previously listed.

## XIV. LIQUIDATED DAMAGES

Penalties - The Vendor shall be assessed a penalty for late delivery or failure to provide the work product or requested corrections.

For late delivery of any appraisal services, or failure to provide additional support, or failure to make requested corrections, liquidated damages shall be assessed at the rate of one percent (1%) of the appraisal or analysis assignment fee per calendar day for the first seven (7) calendar days and two percent (2%) per calendar day thereafter, between the due date and the date on which the appraisal, analysis assignment or corrections/additional support is received by the Department. The correction period will be assigned by the Deputy District Right of Way Manager – Valuation (DDRWM-V), when the "Letter of Authorization/Task Assignment" is issued.

Payment being made and the Vendor not notified of corrections or the need for additional support until after the review period of sixty (60) calendar days will not relieve the Vendor from making the necessary corrections or providing the additional support. Liquidated damages may be charged against any future sums owed to the Vendor by the Department or the Vendor may reimburse the Department.

## XV. CONSULTANT RESPONSIBILITIES

### A. Coordination with the Department:

1. All aspects of this **CONTRACT/AGREEMENT** and/or of each authorization or task shall be coordinated through the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)**. All authorizations and approvals shall be in writing and executed by the **DEPARTMENT** prior to the commencement of work.

The person authorized to issue work under this contract are:

Marta Flores designee by **Deputy District Right of Way Manager – Valuation (DDRWM-V)**

Located at:

Florida Department of Transportation

Right-Of-Way

1000 Northwest 111<sup>th</sup> Avenue

Room #6105-B

Miami, Florida 33172

2. In the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** temporary absence from the office, the **DEPARTMENT** shall authorize another individual to perform the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** duties.
3. The **DEPARTMENT** may replace the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** at any time during the term of this **CONTRACT/AGREEMENT**.

### B. Service to be Provided:

1. The **CONSULTANT** shall be responsible for the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT**. These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting,

and other forms of administrative management required to optimize services and support in compliance with terms specified in this **CONTRACT/AGREEMENT**.

2. The **CONSULTANT** certifies that the services that they shall provide under this **CONTRACT/AGREEMENT** shall include, but not be limited to any of the following which are applicable: those operations necessary for mobilization, the movement of personnel, equipment, supplies, expertise, incidentals, permits, notifications, and fees associated with such notifications, if any. These services will be required on an as-needed basis with no minimum amount of work guaranteed.

### **C. Work Supervision and Supervisor Requirements:**

1. All contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT** must be performed by or under the direction of a person qualified and/or licensed as specified in this **CONTRACT/AGREEMENT** and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed.
2. Any work supervision or supervisor requirements shall be in accordance with the contractual services being performed/provided by the **CONSULTANT** as described in the this **CONTRACT/AGREEMENT** (if applicable).
3. The **CONSULTANT** shall adhere to all other applicable local, state and federal laws, regulations, and guidelines pertaining to the type of services being provided in the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT**.
4. The **CONSULTANT** shall provide at least one qualified on-site representative, such as a foreman or a management level person or other authorized representative, trained in the provisions of all the applicable regulations who shall conduct inspections along with the **Department** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** to ensure continued compliance with these specifications.
5. The **CONSULTANT's** Supervisor shall also be responsible for notifying the **Department** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V)** of any and all emergencies and problems.
6. The **CONSULTANT's** work shall be performed and/or directed by the key personnel identified by the **CONSULTANT** in their Proposal submitted to the **DEPARTMENT**.
7. The **CONSULTANT's** Prospective supervisors/project managers shall be available to meet with the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the **CONSULTANT** assuming the responsibilities of this **CONTRACT/AGREEMENT**. This time spent shall not be billable to the **DEPARTMENT**.

### **D. Sub-CONSULTANT(s)/Sub-Consultant(s):**

1. It may be necessary for the **CONSULTANT** to subcontract portions of the work. All Sub-Consultant(s) whether it be an individual or a firm must be approved and qualified by the **DEPARTMENT** prior to the initiation of any work.
2. The **CONSULTANT** shall be fully responsible for the satisfactory completion of all subcontracted work.
3. The **CONSULTANT** shall provide the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** with copies of the names for all Sub-Consultant(s)/Sub-CONSULTANT(s) or employees who shall be performing the work as required.

4. The **CONSULTANT** will maintain close contact with **DEPARTMENT** to ensure that major expenses are not incurred for materials, goods and services that can be provided by the **DEPARTMENT**.

#### **E. Communications:**

1. **Pre-Work Conference:** The **CONSULTANT** shall be required to submit the following items to the **DEPARTMENT**, at the pre-work conference:
  2. **Contact Information:** The name of the **CONSULTANT's** project manager(s)/ supervisor(s) assigned to this **CONTRACT/ AGREEMENT**, along with their work telephone number(s) and cellular phone number(s).
3. The **DEPARTMENT** shall be advised at all times as to the identification and means of contacting the **CONSULTANT's** Project Manager/Supervisor during the term of this **CONTRACT/AGREEMENT**.
4. Work and cellular number(s) for all sub-consultants responsible providing the needs of the **DEPARTMENT** in accordance with the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT**.

#### **F. License and Insurance Qualifications:**

1. The **CONSULTANT** must hold the licenses necessary to provide the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT** in the counties specified.
2. **IF APPLICABLE** the **CONSULTANT** shall provide the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** with copies of either the Articles of Incorporation if the company is incorporated or other type of registration or certification that designates the type of entity.
3. The **CONSULTANT** shall provide the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** with proof that the **CONSULTANT** is licensed by the State of Florida and holds a State Certified General Real Estate Appraisal License in the type of contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT**.
4. The **CONSULTANT** shall provide the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** with copies of the required specialty licenses for all Sub-Consultants/Sub-CONSULTANTS or employees who shall be performing the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT** and any other services that may be required.
5. The **CONSULTANT** shall certify that skilled employees and/or Sub-Consultants/Sub-CONSULTANTS who possess the necessary specialty licenses, as required by law to perform the work, shall provide the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT** and any other services that may be required.
6. The **CONSULTANT** shall provide the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** with copies of the names for all Sub-Consultants/Sub-CONSULTANTS or employees who shall be performing the work as required.
7. The **CONSULTANT** shall be required to provide the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** with the required types of insurance in the limits as stated in this **CONTRACT/AGREEMENT**.

**G. Location of the CONSULTANT:**

The **CONSULTANT** shall be available at all times to work directly with the **DEPARTMENT** and/or **the Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** during the term of this **CONTRACT/AGREEMENT**.

**H. Timely Completion of Service:**

The **CONSULTANT** by acceptance of this **CONTRACT/AGREEMENT** hereby guarantees that they shall comply with all scheduled times and requirements as specified in this **CONTRACT/AGREEMENT** and any subsequent additions.

**I. Method of Operation:**

1. If the procedural regulations referenced herein are revised or superseded before the services by the **CONSULTANT** are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.
2. **The following procedures shall apply:**
  - a. All services provided shall be accomplished in accordance with Florida Department of Transportation (FDOT) procedures and all applicable local, state and federal ordinances, regulations, codes or other directives pertaining to the services being provided which are in effect at the time the services are provided.
  - b. All other applicable local, state and federal laws, regulations, and guidelines pertaining to the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT**.
  - c. All work shall be accomplished in accordance with Florida Department of Transportation (FDOT) procedures and all applicable local, state and federal regulations and requirements for the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT**. This includes, but is not limited to:
    1. All applicable Florida Statutes and Florida Administrative Codes (F.A.C.) and any other appropriate agency guidelines or recommendations.
    2. All applicable sections for the CFR 49 (Code of Federal Regulations)
    3. All Applicable sections of The Florida Department of Labor and Employment Security (FDLES) Standard Specifications for the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/ AGREEMENT**.

**J. CONSULTANT's Personnel Requirement:**

1. **Qualified Personnel:** The **CONSULTANT** shall be responsible for providing competent and committed personnel who are qualified, reliable and properly trained at appropriate levels of skill and utilization to perform the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT** and accept the responsibilities and duties of this **CONTRACT/AGREEMENT** for the period stated, beginning on the date noted in the Notice To Proceed, and shall conform to and abide by the specifications stated herein.
2. **Number of Personnel:** The **CONSULTANT** will be responsible for supplying as many personnel as needed to meet the requirements of this **CONTRACT/AGREEMENT**.

3. **Monitoring of Personnel:** The **CONSULTANT** will continuously monitor personnel performance as part of its own management activity.

4. **Changes in Personnel:**

Any changes in the indicated personnel in charge of the work shall be subject to review and approval by the **DEPARTMENT** in writing before performing any billable services.

5. **CONSULTANT's Warranty:**

- a. The **CONSULTANT** warrants to the **DEPARTMENT** that all services, work materials and supplies (if applicable) furnished under this **CONTRACT/AGREEMENT** shall be free from defects in material and/or workmanship upon delivery, and shall be performed in a competent, good workmanlike manner and in accordance with good trade practices and local, state and federal codes.
  - b. The **CONSULTANT** warrants to the **DEPARTMENT** that the services shall be performed in a competent manner, and materials (if applicable) furnished under this **CONTRACT/AGREEMENT** will be free from defects in material or workmanship upon delivery. If any failure to meet the foregoing warrant appears the **CONSULTANT** will, upon written notification, correctly re-perform the service identified or replace the defective material.
  - c. The **CONSULTANT** agrees that satisfactory completion of each job assignment will be performed and approved by the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** before the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** approve and process the **CONSULTANT's** invoices for payment.
6. If any failure to meet the foregoing warrant appears the **CONSULTANT** will, upon written notification, correctly re-perform the service identified.

**XVI. NON-COMPLIANCE – NON-PERFORMANCE**

**A. Reviews:**

Throughout the term of the **CONTRACT/AGREEMENT**, the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** will conduct reviews of the work performed by the **CONSULTANT** to verify that the project control and management procedures are assuring project performance with reasonable conformity with **DEPARTMENT** policies, specifications, and **CONTRACT/AGREEMENT** provisions. The **CONSULTANT** will make any corrections and/or replacements as requested by the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** in these reviews.

**B. Correction of Deficiencies:**

When deficiencies are indicated in a review, the **CONSULTANT** will immediately implement remedial action to eliminate the deficiencies. Remedial actions may include further training of the **CONSULTANT's** personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.

**C. Non-compliance:**

1. Failure to resolve these discrepancies within a reasonable time frame may result in **CONSULTANT** placement in non-compliance status as described in the Non-Compliance sections of this **CONTRACT/AGREEMENT** and the Florida Department of Transportation Contractual Services Standard Written Agreement.

2. Failure by the **CONSULTANT** to comply with the rules and regulations stated in this **CONTRACT/AGREEMENT** and those that may later be added shall result in the immediate suspension of work, **CONSULTANT** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
3. The parties recognize that timely performance by the **CONSULTANT** is of the essence. Should the **CONSULTANT** fail to perform the work specified in this **CONTRACT/AGREEMENT** and cause the **DEPARTMENT** to intervene to complete the work as specified, all costs incurred by the **DEPARTMENT** shall be charged to the **CONSULTANT** and shall result in the immediate suspension of work, **CONSULTANT** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
4. If the **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** determines that the performance of the **CONSULTANT** is not satisfactory, the **DEPARTMENT** may terminate this **CONTRACT/AGREEMENT** as described in Section 6, of the **State of Florida Department of Transportation Contractual Services Standard Written Agreement**. Any necessary default action will be processed in accordance with the Department of Management Services Rule 60A-1.006(3).
5. In either event, intervention or default, all payment to the **CONSULTANT** shall stop during the time involved and the **DEPARTMENT** shall hold all payment due to the **CONSULTANT** until cost to the **DEPARTMENT** is satisfied. The **DEPARTMENT** reserves the right to deduct such costs from any payment due to the **CONSULTANT**.
6. If the **CONSULTANT** fails to comply with the provisions of the section entitled **CONSULTANT Responsibilities** in this **CONTRACT/AGREEMENT** and it is not immediately corrected, the **DEPARTMENT** shall construe that the **CONSULTANT** is in non-compliance and shall result in the immediate suspension of work, **CONSULTANT** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
7. Any violation of the Rules and Regulations stated in this **CONTRACT/AGREEMENT** shall result in the immediate suspension of work, **CONSULTANT** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.

#### **D. Project Records:**

The **CONSULTANT** shall maintain complete and accurate project records of all activities and any other events relating to the **CONTRACT/AGREEMENT**.

#### **E. Documentation of Uncompleted Work:**

The **CONSULTANT** shall document any uncompleted work and provide copies to the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** within one (1) business day that the work was supposed to be completed.

#### **F. Additional Work for Legal Valuation Services:**

1. In the event that the **LEGAL DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** request additional work not covered under this **CONTRACT/AGREEMENT**, a Supplemental Agreement signed by both the **CONSULTANT** and the **DEPARTMENT** shall be executed prior to any additional work being undertaken.
2. The **CONSULTANT** shall work closely with the **LEGAL DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** in developing services for any additional work. The original **CONTRACT/AGREEMENT** may be amended to include any additional services required within the intent of the original **CONTRACT/AGREEMENT**.



3. Before making any additions or deletion to the work described in this **CONTRACT/AGREEMENT**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Agreement covering such work and compensation. Reference herein to this **CONTRACT/AGREEMENT** shall be considered to include any Supplemental Agreement(s).
4. The **LEGAL DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** may authorize any unforeseen work which is essential to the satisfactory completion of the services within the intent of the original scope of work. No unforeseen work shall be performed by the **CONSULTANT** without prior authorization.

## **XVII. SUSPENSION OF WORK**

- A. The **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** may suspend the contractual services being performed/provided by the **CONSULTANT** as described in this **CONTRACT/AGREEMENT**, wholly or in part, for such period or periods as may be deemed necessary due to natural causes, or construction in areas or for any other reason deemed necessary by the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)**
- B. Work shall also be suspended at the discretion of the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** at such time that the **CONSULTANT** fails to comply with any or all provisions in this **CONTRACT/AGREEMENT**.
- C. The **CONSULTANT** shall not be entitled to extra compensation or adjustments to the **CONTRACT/AGREEMENT** unit prices because of suspension or deletion of work caused by the condition described in this section. Suspension of Work shall be ordered by the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** in writing, giving the reason for the suspension. The invoice payments shall be adjusted accordingly.

## **XVIII. DEPARTMENT RESPONSIBILITIES**

- A. The **DEPARTMENT** shall provide a Project Manager known as the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** to provide communication between the **CONSULTANT** and the **DEPARTMENT**.
- B. The **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V)** shall provide specifications for services to be provided (if applicable) prior to such time as a notice to commence is delivered to the **CONSULTANT**.)
- C. The **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** shall initiate a pre-start meeting and/or discussion to provide specifications for services to be provided and answer any questions the **CONSULTANT** might have prior to such time as a Notice to Proceed is delivered to the **CONSULTANT**.
- D. The **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** shall provide coordination of all activities, correspondence, reports and other communications related to the **CONSULTANT's** responsibilities hereunder.
- F. The **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** shall administer this **CONTRACT/AGREEMENT** to assure the **CONSULTANT** is complying with the work described in this **CONTRACT/AGREEMENT**.
- G. The **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** will be responsible for enforcing the terms of the **CONTRACT/AGREEMENT**.

- H. The **DEPARTMENT** and/or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** will provide the **CONSULTANT** at random intervals indicating any deficiencies in performance (if applicable).
- I. The **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** shall administer the terms of the **CONTRACT/AGREEMENT**.

**XIX. PROPERTY OF THE DEPARTMENT**

All work performed by the **CONSULTANT** pursuant to this **CONTRACT/AGREEMENT**, including, but not limited to the preparation of all tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this **CONTRACT/AGREEMENT**, as well as all data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the **DEPARTMENT** upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** at any time during the performance of such services and/or upon completion or termination of this **CONTRACT/AGREEMENT**. Upon delivery to the **DEPARTMENT** or the **Deputy District Right of Way Manager - Valuation (DDRWM-V) (or his/her designee)** of said document(s), the **DEPARTMENT** shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The **CONSULTANT** shall not copyright any material and products or patent any invention developed under this **CONTRACT/AGREEMENT**.

**State of Florida  
Department of Transportation**



**EXHIBIT "B"  
METHOD OF COMPENSATION**

**FOR**

**DISTRICTWIDE RIGHT-OF-WAY APPRAISAL  
CONSULTANT SERVICES**

<b>PROJECT/PROPOSAL NUMBER.:</b>	<b>ITN-DOT-19/20-6022SD</b>
<b>FINANCIAL PROJECT NUMBER. :</b>	<b>T.B.A</b>

## **1.0 PURPOSE**

This exhibit describes and defines the limits and methods of compensation to be made to the Vendor for services described in Exhibit "A" Scope of Services, and the method by which payments shall be made.

## **2.0 ASSIGNMENT OF WORK:**

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Deputy District Right of Way Manager – Valuation (DDRWM-V). A "Letter of Authorization/Task Assignment" will be issued for each project scheduled.

## **3.0 COMPENSATION:**

There is no Budgetary Ceiling. Funds will be encumbered for each "Letter of Authorization/Task Assignment".

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department/ Deputy District Right of Way Manager – Valuation (DDRWM-V) will authorize services based on need and availability of budget. Execution of this Agreement does not guarantee that the work will be authorized.

## **4.0 ESTABLISHMENT OF “Letter of Authorization” AMOUNT:**

For each "Letter of Authorization/Task Assignment" the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C" Price Proposal/Billing Rates. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Deputy District Right of Way Manager – Valuation (DDRWM-V), a "Letter of Authorization/Task Assignment" shall be issued by the Deputy District Right of Way Manager - Valuation (DDRWM-V). The Deputy District Right of Way Manager - Valuation (DDRWM-V) shall obtain funds approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization/Task Assignment". All work authorizations shall be completed within the term of this Agreement.

No work shall be commenced by the Vendor until receipt of a "Letter of Authorization/Task Assignment". A "Letter of Authorization/Task Assignment" shall specify the services required and fees to be paid and must include confirmation that availability of funds has been verified by the Department's Comptroller (i.e. encumbrance information).

**The Project Manager shall obtain fund approval for each authorization by an approved encumbrance prior to issuing the "Letter of Authorization/Task Assignment".**

## **5.0 PROGRESS PAYMENTS**

The Vendor will be eligible for payments under this agreement when the individual tasks are completed. Invoices for this agreement will be prepared by the Vendor and submitted to the Department on FDOT approved invoice forms at the time of the submission. One original invoice will be submitted and will be supported by such information as may be required by the Department procedures. The Vendor will maintain for this purpose a job cost accounting system that is acceptable to the Department. The final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to

the project and the total sub-consultant cost charged to the project. The invoice shall accompany the appraisal reports submitted to the Deputy District Right of Way Manager – Valuation (DDRWM-V). A format shall include all identifying numbers, dates, and headings positioned as on the Department's form.

The Department will render a decision on the acceptability of the services within sixty (60) days of receipt. The Department reserves the right to withhold payment for work not completed, or work completed unsatisfactory, or work that is deemed inadequate or untimely by the Department. Any payment withheld shall be released and paid to the Vendor promptly when work is subsequently performed.

**The Vendor will promptly pay all sub-consultants their proportionate share of payments received from the Department.**

### **5.1 Summary of Fees Payment**

Fees for each task assignment will be negotiated as a lump sum amount. The lump sum fee established in a task assignment will be based on the rates provided in Exhibit "C" Price Proposal/Billing Rates. "Letter of Authorization/Task Assignment" shall be issued by the Deputy District Right of Way Manager, Valuation for each assignment specifying the work to be performed, and the fees to be paid.

### **5.2 Optional Services Payment**

Compensation for letter updates (i.e. restricted format) will be negotiated as a maximum amount, based on the rates provided in Exhibit "C" Price Proposal/Billing Rates, and cannot exceed twenty five (25%) of the total parcel cost minus sub-consultant service unless required. Compensation for complete updates (i.e. summary format) will be negotiated as a maximum amount, based on the rates provided in Exhibit "C" Price Proposal/Billing Rates, and cannot exceed fifty percent (50%) of total parcel cost minus sub-consultant services unless required. In both cases, prior to issuing a Letter of Authorization/Task Assignment, the Department requires a written fee quote from the consultant reflecting the agreed amount.

Fees for other optional services will be negotiated as a maximum amount. The maximum fee established will be based on the rates provided in Exhibit "C" Price Proposal/Billing Rates. A "Letter of Authorization/Task Assignment" shall be issued by the Deputy District Right of Way Manager - Valuation (DDRWM-V) specifying the work to be performed, and the fees to be paid.

### **5.3 Payment Adjustment/Liquidated Damages**

Penalties - The Vendor shall be assessed a penalty for late delivery or failure to provide the work product or requested corrections.

For late delivery of any appraisal services, or failure to provide additional support, or failure to make requested corrections, liquidated damages shall be assessed at the rate of one percent (1%) of the appraisal or analysis assignment fee per calendar day for the first seven (7) calendar days and two percent (2%) per calendar day thereafter, between the due date and the date on which the appraisal, analysis assignment or corrections/additional support is received by the Department. The correction period will be assigned by the Deputy District Right of Way Manager – Valuation (DDRWM-V), when the "Letter of Authorization/Task Assignment" is issued.

Payment being made and the Vendor not notified of corrections or the need for additional support until after the review period of sixty (60) calendar days will not relieve

the Vendor from making the necessary corrections or providing the additional support. Liquidated damages may be charged against any future sums owed to the Vendor by the Department or the Vendor may reimburse the Department.

## **6.0 PROJECT CLOSEOUT**

### **6.1 Final Audit**

If requested, the Vendor will permit the Department to perform or have performed, an audit of the records of the Vendor and any or all sub-consultants to support the compensation paid the Vendor. The audit will be performed as soon as practical after completion and acceptance of all contracted services. In the event funds paid to the Vendor under this Agreement are properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Vendor agrees that such disallowed funds are due to the Department upon demand. Further, the Department shall have the right to deduct, from any payment due to the Vendor under any other contract, any amount due the Department under this Agreement. Final payment to the Vendor will be adjusted for audit results.

### **6.2 Certificate of Completion**

Subsequent to the satisfactory completion of the final audit, a Certificate of Completion shall be prepared for execution by both parties stating the total compensation due the Vendor, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Vendor shall either submit a termination invoice for any amount due or refund to the Department any overpayment, provided the net difference is not zero.

The Vendor has certified that \_\_\_\_% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www.fdot.gov/equalopportunity/eoc.shtm>

New users reporting DBE payments will need to contact the FDOT Service Desk at [FDOT.ServiceDesk@dot.state.fl.us](mailto:FDOT.ServiceDesk@dot.state.fl.us) to get a BizWeb user ID and password to access the application.

## **7.0 DETAILS OF UNIT RATES:**

Details of Rates for the performance of the Vendor's services set forth in Exhibit "A", Scope of Services are contained in Exhibit "C" Price Proposal/Billing Rates, attached hereto and made a part hereof.

## **8.0 TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.