

FLORIDA DEPARTMENT OF TRANSPORTATION

**ADDENDUM NO. 1**

DATE: 5/15/2015

**RE: BID/RFP #: ITN-DOT-15/16-1012BT**

BID/RFP TITLE: District Wide Appraisal and Appraisal Review Services

OPENING DATE: June 22, 2015 @ 10:00 a.m

Notice is hereby given of the following changes to the above-referenced BID/RFP:

**1. CHANGE: Please update your documents with Revised Scope of Services:**

**EXHIBIT "A" (APPRAISAL)  
SCOPE OF SERVICES / SPECIFICATIONS**

**EXHIBIT "A-R" (Review)  
SCOPE OF SERVICES / SPECIFICATIONS  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES**

**Bidders/Proposers must acknowledge receipt** of this Addendum by completing and returning to the Procurement Office, by no later than the time and date of the bid/proposal opening. **Failure to do so may subject the bidder/proposer to disqualification.**

\_\_\_\_\_  
Procurement Agent

\_\_\_\_\_  
Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Submitted by (Signature)

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.

**INVITATION TO NEGOTIATE  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES  
EXHIBIT "A" (APPRAISAL)  
(SCOPE OF SERVICES / SPECIFICATIONS)  
ITN-DOT-15/16-1012BT**

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**INVITATION TO NEGOTIATE  
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EXHIBIT "A" (APPRAISAL)  
(SCOPE OF SERVICES / SPECIFICATIONS)  
ITN-DOT-15/16-1012BT**

**COUNTIES: POLK, MANATEE, HARDEE, HIGHLANDS, SARASOTA, DESOTO,  
OKEECHOBEE, CHARLOTTE, GLADES, LEE, HENDRY AND COLLIER.**

**I. DESCRIPTION**

District Wide Appraisal Vendor Services are required in connection with acquisition of Rights-of-Way. Services shall include, but are not limited to:

- a) Preparing estimates of market value of all real estate interests pertinent to assigned projects.
- b) Reporting estimates of market value of all real estate interests pertinent to assigned projects.
- c) Updating work assignments as required.
- d) Management and administration of subconsultants for Land Planning, Engineering, Traffic Engineering, Architectural, Market Studies, Cost-to-Cure Estimates, and/or other specialty services as may be required to complete the Scope of Services/Specifications for assigned work. The Vendor shall be responsible for all work necessary and incidental to the completion of said items for assigned projects unless otherwise noted herein.

**II. OBJECTIVES**

The Vendor shall perform all services necessary to make estimates of market value and prepare written appraisal reports and/or required updates for all real estate interests for parcels within assigned projects. Elements of work may include preparing appraisal reports, comparable sales data books, required updates as applicable for the referenced project, and other services as referenced within this Scope of Services/Specifications.

All appraisal services (appraisal reports, update reports, data books and/or other specialty services as may be required to complete the Scope of Services/Specifications for assigned work shall be performed and all prepared in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP), FDOT Supplemental Standards (FSS's - Section 6.2 of the FDOT Right of Way Manual), Directives and Interim Directions, and the District Appraisal Guidelines (DAG's) which, by reference, are made a part of this Agreement. Upon request, copies of said FDOT Standards, Directives, Interim Directives, and Guidelines will be provided to the Vendor by the Deputy Right of Way Manager, Valuation Services or his/her designee. Any future changes to said writings will also be provided to the Vendor by the Deputy Right of Way

Manager, Valuation Services. Most changes are expected to be minor and will not result in additional costs to the Vendor. Changes to the referenced writings that do not result in additional costs to the Vendor must be followed by the Vendor in any future work provided under the terms of this agreement. Receipt of changes by the Vendor that cannot be followed without causing undue additional costs to the Vendor should be immediately brought to the Deputy Right of Way Manager, Valuation Services attention. The Vendor shall, in writing, request a waiver in the implementation of the changes and a request for additional funds to incorporate the changes. The District R/W Administrator, Appraisal will make a decision to grant a waiver or pay additional funds to incorporate changes to said writings.

### III. DEFINITIONS

- A. Acceptance: When the data book and/or appraisals have been reviewed by a Department employee, and determined to be in compliance with the USPAP, current FDOT Supplemental Standards, Directives and/or Interim Directions, and District Appraisal Guidelines by the Department.
- B. Appraisal: A written report independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- C. Appraisal Project Coordinator- (APC) or Appraisal Project Reviewer (APR): The Department employee who is responsible for the technical input involving contractual agreements and for the review and approval of the work product prepared by the Consultant.
- D. Appraisal Research Assistant: The individual researcher who may assist the Appraiser of Record. There are no minimum qualification requirements for Appraisal Research Assistant.
- E. Appraiser of Record: The individual appraiser appointed by the Vendor to perform all appraisal work for this project and whose qualifications and expertise will be evaluated in the selection process. The Appraiser of Record shall be a State Certified General Appraiser with three or more years experience in eminent domain appraising. Nothing herein shall be construed to prevent other persons from assisting the Appraiser of Record in performing the appraisal work providing **that such assistance does not require the exercise of an appraiser's judgment, conclusion, or opinion.** These areas must be performed by the Appraiser of Record.
- F. Appraisal Services: This type of work is defined as the services provided by an appraiser to the State of Florida Department of Transportation. Appraisal Services include: "Appraisal Assignments" in which a person is employed, or retained, to act as a disinterested third party in rendering objective and unbiased analyses, opinions, reviews, or conclusions relating to the nature, quality, value or utility of specified interests in, or aspects of, identified real property. Such appraisal services must be in compliance with the Uniform Standards of Professional Practice, as incorporated by reference in Section 475.628, Florida Statutes.

- G. Associate Appraiser: An individual appraiser who may assist the Appraiser of Record. The Associate Appraiser shall be a registered or licensed appraiser. (See III, E above.)
- H. Comparable Sales Data Book: A compilation, under separate cover, of the data representing the Vendor's research, investigation efforts, and analyses supporting various conclusions from the local real estate market.
- I. Deputy Right of Way Manager, Valuation Services (DRWM, VS): The manager of all Appraisal and Appraisal Review activities in District One, responsible for the preparation, monitoring and payment of contractual agreements between the Department and the Vendor.
- J. District Appraisal Guidelines (DAG's): A compilation of written instructions prepared by the Deputy District Right of Way Manager- Appraisal and/or the District Right of Way Administrator, Appraisal, for the purpose of providing assistance and guidance to the Consultant concerning District One appraisal work. The District Appraisal Guidelines are updated as necessary and by reference are made a part of this Agreement.
- K. District Right of Way Administration, Appraisal (DRWA, A): The Department employee who is responsible for the overall quality and content of appraisal reports.
- L. FDOT Directives and Interim Directions: Writings of such importance to the Department that they are issued as the need for direction are determined. Directives and/or Interim Directions are temporary in nature and expire on designated dates, upon the issuance of revised/new procedures, or FDOT Supplemental Standards. While in effect, Directives and/or Interim Directions carry the same weight, as do FDOT Supplemental Standards. By reference, directives, and/or Interim Directions are made a part of this Agreement.
- M. FDOT Topic 575-000-000, Section 6.1 and 6.2: Section 6.1 addresses FDOT appraisal review requirements. Section 6.2 addresses FDOT appraisal requirements. Section 6.2 is often referred to as the Florida Supplemental Standards (FSS's) to the Uniform Standards of Professional Appraisal Practice (USPAP). The FSS's address the Department's expanded appraisal requirements over and above those set forth in the USPAP. The FSS's are prepared in accordance with the Supplemental Standards provisions of the USPAP. By reference, the FSS's are made a part of this Agreement.
- N. Letter of Authority: The LOA identifies the items being assigned and provides the amount of compensation to be paid for the work to be provided. (See Item V below, Task Work Order).
- O. Letter Update: A letter update may be requested if it appears that there has been no change, or only an insignificant change in the property, or market conditions, between, the date of the last appraisal report and the present time.

- P. Parcel: A tract of land identified by the Department for Acquisition as a portion of the right of way for a transportation project.
- Q. Parent Tract: A tract of land from which the Department is seeking to acquire a parcel for transportation purposes, sometimes referred to as the “larger parcel.”
- R. Quality Control Plan: A written or electronic document prepared by the Vendor, which itemizes the steps taken by the Vendor to ensure: 1) That the appraisal report is delivered in a timely manner and, 2) The product has been adequately checked to ensure that it meets all FDOT requirements prior to delivery. See Section VII. D.
- S. Review Appraiser (RA): A Department employee responsible for the review and approval of appraisal work products prepared by a Vendor. This individual may be the Appraisal Project Coordinator, a staff member, or a Vendor assigned by the Department to assist the Appraisal Project Coordinator. (See III, A above in regard to acceptance.)
- T. Subconsultant: An individual, or firm, hired by the Vendor to provide assistance to the Vendor in preparing the Vendor’s work product. The Vendor is responsible for hiring, supervising and paying any subconsultant deemed necessary. The Vendor is responsible for the work product of any subconsultant hired by the Vendor. All subconsultants hired by the Vendor must be approved, in writing, by the Department before they are hired by the Vendor. Under normal circumstances, late delivery or inadequacy of subconsultant’s work product will not be considered as justification for late delivery by the Vendor. Subconsultants are not needed when the Appraisers of Record are competent to perform the work that a subconsultant would perform.
- U. Task Work Order – A document authorizing specific work assignments which establishes the delivery date for the assignment and the agreed to fee for performing the assignment. The document also reflects the dollars previous spent on the specified project, and the remaining available funds. Task work orders are tied to a specific Letter of Authority for each project being worked on. Work by the Vendor cannot commence prior to the execution of a Task Work Order.
- V. 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.
- W. Vendor: The firm, or individual appraiser, entering into agreement with the Department to provide appraisal services. In the event that a firm enters into an agreement with the Department for services to be rendered as specified in the Scope of Services / Specifications, an Appraiser of Record will be designated. Should an individual enter into an agreement with the Department for services to be rendered as specified in the Scope of Services/Specifications, the individual will be considered the Appraiser of Record. For the purpose of this Agreement, the term Vendor and “Appraiser of Record” are considered to be synonymous.

#### IV. PROVISIONS FOR WORK

- A. All written appraisal reports, comparable sales data books and updated reports, shall be prepared in compliance with the USPAP, current FDOT Supplemental Standards, Directives and/or Interim Directions, and District Appraisal Guidelines.
- B. The Department requires all appraisal services to be submitted in an electronic format unless otherwise instructed by the Department.

#### V. BASIC SERVICES

- A. Support Services: Services beyond the professional ability of the Vendor in the area of professional services shall not be performed by the Appraiser of Record. In these instances, the Vendor, shall obtain the necessary services of a qualified, licensed, sub-consultant to support their appraisal. All subconsultant work products must be reviewed by the consultant for accuracy, and a determination of adequacy. Once accepted by the consultant, the consultant assumes full responsibility for the subconsultant's work product.
- B. Delivery of Comparable Sales Data Book: The Vendor shall deliver a comparable sales data book and supplements thereto, if any, to the Deputy Right of Way Manager, Valuation Services (DRWM,VS). The Department shall set forth a due date for the data book in the Task Work Order. Each subsequent submittal of additions to a Data Book must be accompanied by a letter of transmittal which lists the contents of the transmitted data. (All appraisal services, including sales data books, must be delivered in an electronic format unless otherwise instructed by the Department.)
  - 1. The requirement for the submittal of Comparable Sales Data Books may be waived. If, during negotiations, it is determined that a Data Book is not needed, the Vendor must provide the comparable sale sheets, sketches, photographs and location maps for the sales used in each report. The vendor must also include copies of any sub-consultant work products, special studies, etc. This information shall be provided in the addenda of the appraisal report.
- C. Delivery of Written Appraisal Reports:
  - 1. Appraisal Services: The Vendor shall perform, or have performed, all identified services shown on the approved Forms "C," when preparing an estimate of market value for parcels identified on negotiated Forms "C" and "D." The Vendor shall deliver **Two (2) Appraisal Reports for each parcel to the Deputy Right of Way Manager, Valuation Services (DRWM,VS). Once the report has been approved, we will notify the vendor and may request that the vendor submit up to Four (4) hard copies of the final report. Additionally, at that time, the vendor will transmit the final approved reporting an electronic format unless otherwise instructed by the Department.**



2. The Vendor shall submit the complete written appraisal report to the Department before 5:00 p.m. on the delivery date set forth in the Task Work Order.
3. The Department may, at its option, extend a delivery date to a later date.
4. Any request for an extension submitted must be submitted by the Vendor in writing, to the Deputy Right of Way Manager, Valuation Services (DRWM,VS). The request must be received before the scheduled delivery date. Extensions requested by the Vendor are normally only granted when a delay was caused by the Department. Unless caused by the Department, a delay by a sub-consultant to provide needed data to a Vendor will not be considered as a reason for granting an extension.
5. The District shall acknowledge acceptance, or denial, of the Vendor's written request for an extension.

## VI. OPTIONAL SERVICES

Optional Services shall be performed at the direction of the Department's Deputy Right of Way Manager, Valuation Services (DRWM,VS) or District General Counsel. No work shall begin on Optional Services until a Task Work Order is issued in writing by the Deputy Right of Way Manager, Valuation Services (DRWM,VS), or a Notice to Proceed by the General Counsel. Sections A and C, under Basic Services, Section V, also apply to Optional Services.

- A. Updates: The Vendor may be required to update the estimate of market value for designated parcels and, by the designated delivery date, deliver the updated report to the Deputy Right of Way Manager, Valuation Services (DRWM,VS). See Section IX. B. (All appraisal services must be delivered in an electronic format unless otherwise instructed by the Department.)
- B. Added or Revised Parcels: The Department, as necessary, may add new parcels to be appraised, or request revisions to existing appraisals. Work to be performed, and delivery dates, will be established in a Task Work Order to the Vendor.
- C. Litigation Support Services: The Vendor, and his or her Subconsultant(s), may be required to perform litigation support services on those parcels set forth by the Department. If notified by the Department, in writing via an Expert Witness Contract, the Vendor and Subconsultant agrees to provide Litigation Support Services at an hourly rate that shall not exceed \$140.00 per hour for Engineers, CPA's, Land Planners, and Appraisers. All other sub-consultants agree to provide Litigation Support Services at an hourly rate that shall not exceed \$125.00 per hour. Litigation Services will be obtained via Expert Witness Contracts issued by the District General Counsel. Litigation services may include, but are not limited to, the following:
  1. Pre-trial or pre-hearing preparation.
  2. Participation in mediation proceedings.
  4. 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, etc.).

## VII. GENERAL

- A. Meetings: The Vendor agrees to meet with Department personnel, at the discretion of the District Right of Way Administrator, Appraisal, to discuss concerns and/or the progress of the appraisal assignment. These meetings shall be at no cost to the Department.
- B. Appraisals for Property Owners: The Vendor and Sub-consultants agrees not to engage in any property owner appraisal work on this project without the written consent of the Deputy Right of Way Manager, Valuation Services (DRWM,VS).
- C. Sub-consultants: When necessary, the Vendor may employ qualified sub-consultants that are necessary for the completion of services outlined herein. For each sub-consultant, the Vendor shall submit the name, address, and qualifications of the sub-consultant and receive prior written approval from the Deputy Right of Way Manager, Valuation Services (DRWM,VS) to employ the sub-consultants. Sub-consultants may be changed, but only after written approval is provided by the Deputy Right of Way Manager, Valuation Services (DRWM,VS). Vendor will be responsible for the management, scheduling, and administration of all sub-consultants, including payment to the sub-consultants. Under normal circumstances, a late or erroneous work product by a sub-consultant will not be the cause for a delivery date extension or a waiver of a late penalty.
- D. Quality Assurance Program:
  1. Quality Assurance Review (QAR): The Vendor shall develop and conduct in-house QAR to make certain its own organization is in compliance with the requirements of the USPAP, FDOT Supplemental Standards, Directives and/or Interim Directions, District Appraisal Guidelines and provisions of this Agreement.
  2. Quality Assurance Plan (QAP): The Vendor's QAP shall detail, in writing, the procedures, evaluation criteria, and instructions to its organization to assure conformance with this Agreement. Significant changes to the work requirements may require the Vendor to revise its QAP. It shall be the responsibility of the Vendor to keep its QAP current with the work requirements and to assure that the plan is followed. Copies of the QAP must be submitted to the Deputy Right of Way Manager, Valuation Services (DRWM,VS), for approval by the District Right of Way Administrator, Appraisal. See ITN Special Conditions, Item 6, Proposed Negotiation Process, Step 6. Any subsequent revisions to the Vendor's QAP must be submitted for approval by the Deputy Right of Way Manager, Valuation Services (DRWM,VS)

## VIII. DEPARTMENT RESPONSIBILITIES

- A. The Deputy Right of Way Manager, Valuation Services (DRWM,VS) will administer the Non-Technical portion of the Appraisal Services Contract. This includes the preparation of the contract, any revisions there to, monitoring of due and delivery dates and the processing of invoices.
- B. The Department will identify and provide an Appraisal Project Coordinator, or Review Appraiser, for assuring compliance with the technical terms and requirements of this agreement. The Department reserves the right to change the Appraisal Project Coordinator, and / or Review Appraiser, at any time.
- C. The Department, at its option, may delegate any, or most, Department functions and responsibilities to a General Consultant Firm or to a Fee Appraisal Vendor.
- D. The Department will make available to the Vendor a set of Right-of-Way Maps, Title Search, Contract Plans, Florida Supplemental Standards to the USPAP, Directives & Interim Directions and the District Appraisal Guidelines.

## IX. LENGTH OF SERVICES

- A. The Vendor shall commence Services upon receipt of a Task Work Order from the Deputy Right of Way Manager, Valuation Services (DRWM,VS) or his/her designee. The provisional duration of Services under this Agreement shall not exceed the date set forth in the Notice to Proceed.
- B. During a **Three (3)** year term, Basic Services, Optional Services and Litigation Support Services, as specified under Sections IV, V and VI herein may be authorized subject to the time periods specified in the Department's Notice to Proceed.
- C. This contract may be renewed on a yearly basis **in accordance with the Standard Written Agreement** for a period of up to **three** years after the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal of the contract shall be by mutual agreement in writing, and shall be subject to the same terms and conditions set forth in the initial contract.

## X. VENDOR PERFORMANCE

- A. The performance of the services set forth herein requires the expertise of an individual appraiser and the exercise of his, or her, independent judgment. Therefore, it is understood and agreed by and between the Department and the Vendor that the Vendor shall appoint \_\_\_\_\_ as the Appraiser(s) of Record, to perform all the appraisal services specified herein. The firm may have more than one Appraiser of Record, but any Appraiser of Record used under this contract must be approved by the Deputy Right of Way Manager, Valuation Services (DRWM,VS), in writing, prior to being utilized.

- B. **The Appraiser(s) of Record shall personally perform all of those services requiring the exercise of an Appraiser's judgment, or those services which require an Appraiser's conclusion or opinion. Such services include, but are not limited to the determination of adequacy of appraisal approaches, highest and best use, compliance with local ordinances, comparability of sales, the random verification of market data (including motivation or arm's length nature of sales), and correlation of market data, or approaches to an estimate of market value. (See III, Definitions, sub-paragraph E.)**
- C. **The Appraiser(s) of Record may use support services of others, but these services must be performed under the Appraiser of Record's supervision. Such services may include, but are not necessarily limited to search of public records for sales data, and preliminary verification of sales; gathering of site, neighborhood, or other area data; securing maps, plats, ordinances, zoning information or the other documents; or any other service related to gathering of factual information. (See III, Definitions, sub-paragraph E.)**
- D. The Appraiser(s) of Record may employ qualified outside Subconsultants, providing the Vendor receives prior written approval from the Department to employ the Subconsultant(s).
- E. The Department and the Vendor recognize that continued and uninterrupted performance of the specified services is essential. Therefore, it is further agreed between the parties that in the event the Appraiser(s) of Record, (AOR) \_\_\_\_\_ (Name) \_\_\_\_\_ leaves the Vendor's employ, the Vendor shall assign this agreement, without limitation to \_\_\_\_\_ (Name of AOR) \_\_\_\_\_ or the company employing said individual.

Firm Officer Signature: \_\_\_\_\_

Typed or Printed Name of Firm Officer: \_\_\_\_\_

Title of Firm Officer: \_\_\_\_\_

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

Typed or Printed Name of Appraiser of Record: \_\_\_\_\_

Note: Page A-12, Section X, items A and E are to be completed by the Short Listed vendors and returned to the Department at the time of the Oral Presentation. This page will become part of this District Wide contract.

**INVITATION TO NEGOTIATE  
EXHIBIT "A-R" (Review)  
SCOPE OF SERVICES / SPECIFICATIONS  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES  
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**EXHIBIT "A-R" (REVIEW)  
SCOPE OF SERVICES / SPECIFICATIONS  
DISTRICT WIDE APPRAISAL & REVIEW SERVICES  
Project Description  
ITN-DOT-15/16-1012BT**

**COUNTIES: POLK, MANATEE, HARDEE, HIGHLANDS, SARASOTA, DESOTO,  
OKEECHOBEE, CHARLOTTE, GLADES, LEE, HENDRY AND COLLIER.**

**I DESCRIPTION**

District Wide Appraisal Services are required in connection with future acquisitions of Right of Way. Services shall include but are not limited to:

- a) Review of comparable sales data sheets and/or project data books, market studies, appraisal reports, etc., for accuracy and compliance with Department requirements.
- b) Requesting and obtaining necessary corrections and/or additional data for appraisal reports, writing Review Appraisal Statements that suggest compensation due to the landowner, which are based on market data, and when requested by the Deputy Right of Way Manager, Valuation Services (DRWM,VS), preparation of Review Appraisal Reports which reflect suggested compensation. The Vendor will be responsible for all work necessary and incidental to the completion of said items unless otherwise noted herein.

**II OBJECTIVES**

The Vendor will perform all services necessary to assure that assignments specified within this Scope of Services are completed within the specified time limits, comply with Department procedures and guidelines, and suggested compensations are supported by market data.

All services shall be performed and all appraisal reports, update reports, and data books are to be reviewed in conformance with the Uniform Standards of Professional Appraisal Practices (USPAP), FSS's Sections 6.1 and 6.2 of the FDOT Right of Way Manual, Topic 575-000-000, Directives and Interim Directions, and the District Appraisal Guidelines (DAG's) Review Instructional Memos (RIM's) which, by reference, are made a part of this Agreement. Upon request, copies of said Section 6.1 and 6.2 of the Right of Way Manual, Directives, Interim Directions, and Guidelines will be provided to the Vendor by the Deputy Right of Way Manager, Valuation Services (DRWM,VS). Any future changes to said writings will also be provided to the Vendor by the Deputy Right of Way Manager, Valuation Services (DRWM,VS). Most changes are expected to be minor and will not result in additional costs to the Vendor. Changes to the referenced writings that do not result in additional costs to the Vendor must be followed by the Vendor in any future work provided under the terms of this agreement. Receipt of changes by the Vendor that cannot be followed without causing undue additional costs to the Vendor should be immediately brought to the District Right of Way Administrator, Contracts attention. The Vendor shall, in writing, request a waiver in the implementation of the changes and a request for additional funds to incorporate the changes. The District R/W Administrator, Appraisal will make a decision to grant a waiver or pay additional funds to incorporate changes to said writings.

## II DEFINITIONS

- A. Acceptance: When the data book and/or appraisals have been reviewed by a Department employee and determined to be in compliance with the USPAP, current FDOT Supplemental Standards, Directives and/or Interim Directions, and District Appraisal Guidelines by the Department.
- B. Appraisal: A written report independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- C. Appraisal Project Coordinator- (APC) or Appraisal Project Reviewer (APR): The Department employee who is responsible for the technical input involving contractual agreements and for the review and approval of the work product prepared by the Consultant.
- D. Appraisal Services: This type of work is defined as the services provided by an appraiser to the State of Florida Department of Transportation. Appraisal Services include: "Appraisal Assignments" in which a person is employed or retained to act as a disinterested third party in rendering objective and unbiased analyses, opinions, reviews, or conclusions relating to the nature, quality, value or utility of specified interests in, or aspects of, identified real property. Such appraisal services must be in compliance with the Uniform Standards of Professional Practice, as incorporated by reference in Section 475.628, Florida Statutes.
- E. Assignment: The review of one or more appraisal reports, data books, assigned to one Vendor under this District Wide Contract.
- F. Basic Services: Those work activities associated with the review of a written appraisal report and/or a Comparable Sales Data Book prepared by others, for negotiation purposes, obtaining any necessary corrections and/or additional data, and preparation/submission of a RAS with suggested compensation. Subsequent reviews of updated, or revised appraisal reports, previously reviewed by the Vendor are considered Optional Services.
- G. Comparable Sales Data Book: A compilation, under separate cover, of the data representing the appraiser's research, investigation efforts, and analyses supporting various conclusions from the local real estate market.
- H. Deputy Right of Way Manager, Valuation Services (DRWM,VS): The manager of all Appraisal and Appraisal Review activities in District One, who is responsible for the preparation of, the monitoring of, and payment of contractual agreements between the Department and the Vendor.
- I. District Appraisal Guidelines (DAG's): A compilation of written instructions prepared by the Deputy District Right of Way Manager, Appraisal and/or the District Right of Way Administrator, Appraisal, for the purpose of providing assistance and guidance to the Vendor concerning District One appraisal work.

The District Appraisal Guidelines are updated as necessary and by reference are made a part of this Agreement.

- J. District Right of Way Administrator, Appraisal (DRWA,A): The Department employee who is responsible for the overall quality and content of appraisal reports.
- K. FDOT Directives and Interim Directions: Writings of such importance to the Department that they are issued as the need for direction is determined. Directives and/or Interim Directions are temporary in nature and expire on designated dates, upon the issuance of revised/new procedures, or FDOT Supplemental Standards. While in effect, Directives and/or Interim Directions carry the same weight as do FDOT Supplemental Standards. By reference, directives, and/or Interim Directions are made a part of this Agreement.
- L. FDOT Topic 575-000-000, Section 6.1 and 6.2: Section 6.1 sets forth the Department's procedure for reviewing appraisal reports. Section 6.2, also known as the FDOT Supplemental Standards (FSS's), addresses the Department's expanded appraisal requirements over and above those set forth in the USPAP. The FSS's are prepared in accordance with the Supplemental Standards provisions of the USPAP. By reference, Sections 6.1 and 6.2 are made a part of this Agreement.
- M. Letter of Authority: The LOA identifies the parcels and / or Data Book to be reviewed, and provides the amount of compensation to be paid for the work to be provided. (See Y, Task Work Order, See Below)
- O. Letter Update: A letter update may be requested if it appears that there has been no change, or only an insignificant change in the property, or market conditions, between, the date of the last appraisal report and the present time. Letter updates must be reviewed and made part of the last appraisal (full report) prepared by said Appraiser.
- P. Notice to Proceed: A document notifying the Vendor that this District Wide contract has been executed and reports the start and end date of the contract. This document indicates that the District Wide contract is open and available for future work assignments upon execution of a Letter of Authority for a specific project.
- Q. Parcel: A tract of land identified by the Department for acquisition as a portion of the right of way for a transportation project
- R. Parent Tract: A tract of land from which the Department is seeking to acquire a parcel for transportation purposes, sometimes referred to as the "larger parcel."
- S. Quality Assurance Plan: A written, or electronic, document prepared by the Vendor, which itemizes the steps taken by the Vendor to ensure: 1) That the reviewed product is delivered in a timely manner and, 2) The product has been adequately checked to ensure that it meets all FDOT requirements prior to delivery. See Section VII. D.2.



- T. Review Appraiser (RA): A Department employee responsible for the review and approval of appraisal work products prepared by an appraiser. This individual may be the Appraisal Project Coordinator, a staff member, or a Vendor assigned by the Department to assist the Appraisal Project Coordinator.
- U. Review Appraiser Report: (RAR) A method described in Section 6.1 of Topic 575-000-000 which is used by a Vendor, with the concurrence of the Deputy District Right of Way Manager - Appraisal, or his / her designee, to arrive at a recommended compensation to the landowner which differs from the estimated value established by the Appraiser.
- V. Review Appraiser's Statement (RAS): A form identified in Section 6.1 of Topic 575-000-000. This form is completed by the Vendor to suggest compensation to landowners from which the Department is proposing to acquire property.
- W. Review Instructional Memoranda (RIM's): A compilation of written instructions prepared by the Deputy District Right of Way Manager - Appraisal and / or the District Right of Way Administrator - Appraisal for the purpose of providing assistance and guidance to the Review Appraiser. The Review Instructional Memoranda are by reference made a part of this Agreement.
- X. Appraiser of Record: (Performing review assignments) An individual, appointed by the Vendor to perform all review work for this District Wide Contract and whose qualifications and expertise will be evaluated in the selection process. The Appraiser of Record shall be a State Certified General Appraiser with three or more years experience in eminent domain appraising, **plus have had experience as a review appraiser**. Nothing herein shall be construed to prevent other persons from assisting the Appraiser of Record in performing the review work providing that such assistance does not require the exercise of an appraiser's judgment, conclusion, or opinion. These areas must be performed by the Appraiser of Record.
- Y. Task Work Order – A document authorizing specific work assignments which establishes the delivery date for the assignment and the agreed to fee for performing the assignment. The document also reflects the dollars previously spent on the specified project, and the remaining available funds. Task work orders are tied to a specific Letter of Authority for each project being worked on. Work by the Vendor can not commence prior to the execution of the Task Work Order.
- Z. 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.
- AA. Vendor: The firm, or individual performing review assignments, entering into agreement with the Department to provide appraisal services (review). In the event that a firm enters into an agreement with the Department for services to be rendered as specified in the Scope of Services / Specifications, an Appraiser of Record will be designated. Once selected, the Appraiser of Record cannot be changed without the written approval of the Department. Should an individual

enter into an agreement with the Department for services to be rendered as specified in the Scope of Services/Specifications, the individual will be considered the Appraiser of Record. All services under this agreement will be performed by the Appraiser of Record. For the purpose of this Agreement, the term Vendor and "Appraiser of Record" are considered to be synonymous.

#### IV. PROVISIONS FOR WORK

- A. Appraisal Reports: The Vendor shall review all appraisal reports assigned via a Task Work Order under this agreement, for compliance with the USPAP, Topic 575-000-000, Section 6.2, Directives and/or Interim Directions, District Appraisal Guidelines, (Review Instructional Memorandums), the appraiser's contractual agreement, including the proper use of the designated sub-consultant tasks, and generally accepted appraisal practices.
- B. Project Data Book including Market Studies: The Vendor shall review all project data books and/or market studies assigned via a Task Work Order under this agreement for compliance with the USPAP, Topic 575-000-000, Section 6.2, Directives and/or Interim Directions, and District Appraisal Guidelines, and the appraiser's contractual agreement.
- C. Updates: The Vendor shall review all updated appraisal reports assigned via a Task Work Order under this agreement or for compliance with the USPAP, FDOT Supplemental Standards, Directives and/or Interim Directions, and District Appraisal Guidelines, and the appraiser's contractual agreement.
- D. Unless stated otherwise in the Task Work Order, **30 days will be allotted for the fee review of each parcel, Data Book, or Market Study.**
- E. The Department requires all appraisal services, including Review Appraiser's Statements to be in an electronic format unless otherwise instructed by the Department.

#### V. BASIC SERVICES

- A. Upon completion of the initial review of work products listed in IV above, the Vendor will obtain any necessary corrections and/or additional data required from the Appraiser.
- B. The Vendor shall transmit acceptable Project Data Books, and market studies to the Department's Deputy Right of Way Manager, Valuation Services (DRWM,VS), via separate memoranda, indicating that the product has been reviewed, found to be in compliance with Department requirements, and are recommended for acceptance by the Department. This memorandum will accompany the transmitted data book/market study package. (All appraisal services must be delivered in an electronic format unless otherwise instructed by the Department.)
- C. In accordance with Section 6.1 of Topic 575-000-000 and with the District's Review Instructional Memoranda, the Vendor shall prepare a Review Appraiser's Statement which will accompany the acceptable appraisal reports. The reviewed reports, with the separate Review Appraiser's Statements, will be transmitted to

the Deputy Right of Way Manager, Valuation Services (DRWM,VS). A transmittal memorandum for each appraisal being transmitted will provide the project and parcel identification numbers, and the names of the Appraiser and the Department's representative. The memorandum will indicate that the Vendor has reviewed the report, found it to be in compliance with the (USPAP), FSS's Section 6.2 of the FDOT Right of Way Manual, Topic 575-000-000, Directives and Interim Directions, and the District Appraisal Guidelines (DAG's) Review Instructional Memos (RIM's), Form C. It must also state the contractual requirements for the Appraiser of Record and designated sub-consultant are completed and consistent with services requested by the Department.

A fee review appraiser must indicate "suggested compensation" on the RAS. Only a Department employee is allowed to establish recommended compensation.

- D. In the event that the Vendor is unable to concur with the appraiser's estimate of compensation, and has exhausted all avenues of reconciliation with the Appraiser, the Vendor shall advise the Appraisal Project Coordinator/Project Reviewer, by memorandum, explaining why the Vendor is unable to concur with the appraiser's estimate of compensation. The memorandum must also document the steps taken by the Vendor to overcome the concerns. If advised to do so, in writing, by the Deputy Right of Way Manager, Valuation Services (DRWM,VS), or his / her designee, the Vendor shall prepare a Review Appraiser Report (RAR), in accordance with Section 6.1 of Topic 575-000-000. The Vendor's RAR will provide the Department with the Vendor's estimated compensation.
- E. The Vendor will analyze the effect of the acquisition on the remaining property and determine the applicability of an Uneconomic Remnant. If the remainder, or a portion of the remainder, is determined by the Vendor to meet the Uneconomic Remnant requirements set forth in Section 6.1 of Topic 575-000-000, the Vendor will so indicate in the Review Appraiser's Statement.

## VI. OPTIONAL SERVICES

Optional Services shall be performed at the direction of the Department's Deputy Right of Way Manager, Valuation Services (DRWM,VS). No work shall begin on these Optional Services until a Task Work Order is issued in writing by the District Right of Way Administrator, Contracts.

- A. Updates: The Vendor may be required to review updated appraisal reports due to a time lapse, map revisions or changes on the property. Updated reports will be reviewed and processed in the same manner as original basic services appraisal reports.
- B. Review of Property Owner Appraisals: The Vendor may be requested to review property owner appraisal reports if same are received during the negotiation process. The review of property owner reports received for negotiation purposes will be added to the Vendor's assignment by means of an LOA and a Task Work Order. The land owner reports will require a review process in the same manner as is required for the review of the Department's appraisal report with the following exception: **the Vendor is not to contact, or request corrections and/or additional data, from the property owner's appraiser.**

- C. Litigation Support Services: The Vendor may be required to perform litigation support services on those parcels set forth by the Department. If notified by the Department, in writing via an Expert Witness Contract, the Vendor agrees to provide Litigation Support Services up to, and including the date of completion of Litigation at a rate that shall not exceed \$140.00 per hour for services required. Litigation Services will be obtained via an Expert Witness Contract issued by the District General Counsel. 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, etc.)

## VII. GENERAL

- A. Meetings: The Vendor agrees to meet with Department personnel, at the discretion of the District Right of Way Administrator, Appraisal, to discuss concerns and/or the progress of the review appraisal assignment. These meetings shall be at no cost to the Department.
- B. Appraisals for Property Owners: The Vendor agrees not to engage in any property owner appraisal work on this project without the written consent of the Deputy District Right of Way Manager, Appraisal.
- C. Delivery of Assignments to Vendor: Upon receipt by the Department of Project Data Books and / or appraisal reports, the Department will notify the Vendor by a dated facsimile copy of the Task Work Order stating that the product is ready for review by the Vendor. The date of the Task Work Order is considered as the start date discussed in Section IX, A & B of this agreement. Unless otherwise agreed to in writing, it shall be the Vendor's responsibility to download product from the Department's FTP site.
- D. Quality Assurance Program:
1. Quality Assurance Review (QARs): The Vendor shall develop and conduct in-house QARs to make certain its own organization is in compliance with the requirements of Section 6.1 and 6.2 of Topic 575-000-000, the Directives and/or Interim Directions, District Appraisal Guidelines, Review Instructional Memoranda, and provisions of the Contract.
  2. Quality Assurance Plan (QAP): The Vendor's QAP shall detail, in writing, the procedures, evaluation criteria and instruction to its organization to assure conformance with this Agreement. Significant changes to the work requirements may require the Vendor to revise its QAP. It shall be the responsibility of the Vendor to keep its written QAP current with the work

requirements and to assure that the plan is followed. Copies of the initial QAP must be provided to the Negotiation Team. See ITN Special Conditions, Paragraph 6), Proposed Negotiation Process, step 6. Any subsequent revisions to the Vendor's QAP must also be submitted for approval by the Deputy Right of Way Manager, Valuation Services (DRWM,VS)

## VIII. DEPARTMENT RESPONSIBILITIES

- A. The Deputy Right of Way Manager, Valuation Services (DRWM,VS) will administer the non-technical portion of the Fee Review Appraisal Services Contract. This includes the preparation of the contract, any revisions thereto, monitoring of due and delivery dates and the processing of invoices.
- B. The Department will identify and provide an Appraisal Project Coordinator, or Project Review Appraiser, for assuring compliance with the technical terms and requirements of this agreement. The Department reserves the right to change the Appraisal Project Coordinator, or Project Review Appraiser, at any time.
- C. The Department will make available to the Vendor a set of Right-of-Way Maps, Title Search, and Contract Plans, Section 6.1 and 6.2 of Topic 575-000-000, Directives and Interim Directions, the District Appraisal Guidelines, the District Review Instructional Memoranda, copies of the Appraiser's contract including contractual agreements set forth on Form C.

## IX. LENGTH OF SERVICES

- A. The Vendor shall commence Services upon receipt of a Task Work Order from the Deputy Right of Way Manager, Valuation Services (DRWM,VS) or his/her designee. The provisional duration of Services under this Agreement shall not exceed the date set forth in the Notice to Proceed.
- B. Review appraiser's services shall be completed and the reviewed product(s) returned to, and received, by the Department within the time frames set forth in the

Task Work Order. Specific delivery dates will be provided in the Department's Task Work Order.

- a. **During a three (3) year term**, Basic Services, Optional Services and Litigation Support Services, as specified under Sections IV, V and VI herein may be authorized subject to the time periods specified in the Department's Notice to Proceed.
- b. This contract may be renewed on a yearly basis **in accordance with the Standard Written Agreement** for a period of up to **three** years after the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal of the contract shall be by mutual agreement in writing, and shall be subject to the same terms and conditions set forth in the initial contract.

**X. VENDOR'S PERFORMANCE**

- A. The performance of the services set forth herein requires the expertise of an individual Review Appraiser and the exercise of his or her independent judgment. Therefore, it is understood and agreed by and between the Department and the Vendor that the Vendor shall appoint \_\_\_\_\_ (NAME) \_\_\_\_\_ as the Appraiser of Record to perform all the appraisal review services specified herein.
  
- B. **The designated Appraiser of Record shall personally perform** all of those services requiring the exercise of a Review Appraiser's judgment and those services which require a Review Appraiser's conclusion, or opinion. Such services include, but are not limited to the determination of adequacy of appraisal approaches, highest and best use, compliance with local ordinances, comparability of sales, the random verification of market data (including motivation or arm's length nature of sales), and correlation of market data, or approaches to value, used to arrive at an estimate of market value. (See III, Definitions, sub-paragraph X.)
  
- C. The Appraiser of Record may use support services which may be performed by an individual other than the Appraiser of Record, but must be performed under the Appraiser of Record's supervision. Such services may include, but are not necessarily limited to search of public records for sales data, and preliminary verification of sales; gathering of site, neighborhood, or other area data; securing maps, plats, ordinances, zoning information or the other documents; or any other service related to gathering of factual information. (See III, Definitions, sub-paragraph X.)
  
- D. The Department and the Vendor recognize that continued and uninterrupted performance of the specified services is essential. Therefore, it is further agreed between the parties that in the event the Appraisers of Record, \_\_\_\_\_ NAME(S) \_\_\_\_\_, leaves the Vendor's employ, the Vendor shall assign this agreement, without limitation to \_\_\_\_\_ (APPRAISER OF RECORD'S NAME) \_\_\_\_\_ or the company employing said individual.

Firm Officer Signature: \_\_\_\_\_

Typed or Printed Name of Firm Officer: \_\_\_\_\_

Title of Firm Officer: \_\_\_\_\_

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

Typed or Printed Name of the Reviewer of Record: \_\_\_\_\_

**Note: Page A-R-12, Section X, items A and D are to be completed by The Short Listed vendors and returned to the Department at the time of the Oral Presentation. These pages will become part of the approved Contract.**