

**State of Florida
Department of Transportation**



EXHIBIT "A", SCOPE OF SERVICES

**TO PROVIDE DISTRICTWIDE TITLE SEARCH SERVICES
FOR THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT), DISTRICT SIX**

**PROPOSAL NUMBER: DOT-RFP-19/20-6173SD
FINANCIAL PROJECT NUMBER: 250697-1-3B-08**

1.0 **OBJECTIVE**

The Florida Department of Transportation District 6 desires to secure a contract for title search, examination, document preparation and additional services as described herein. The Contractor shall provide quality title search and examination services that conform to the accepted standards of care in the title industry in compliance with the Florida Statutes, Florida Bar, Real Property, Probate and Trust Law Section, Uniform Title Standards, Florida Department of Transportation Right of Way Land Title Manual, the District's Title Search and Examination Guidelines (dated November 2012) and any applicable local, state and federal guidelines.

2.0 **GENERAL INFORMATION**

2.1 A performance or surety bond is not required for this project.

2.2 The **DEPARTMENT** shall provide a "**Project Manager**" for administering the terms of this **CONTRACT/AGREEMENT**.

2.3 It is the intent of the **DEPARTMENT** to award ONE (1) **CONTRACTS/AGREEMENTS** from this solicitation.

3.0 **PURPOSE**

3.1 The Florida Department of Transportation, hereafter known as the **DEPARTMENT** requires sealed written Proposals from qualified Proposers to provide the services described in this Request for Proposal.

3.2 The purpose of this **CONTRACT/AGREEMENT** is to retain a qualified firm to provide district-wide title search services as well as staff and acquisition documents, on an as-needed basis for the Florida Department of Transportation (FDOT) in District Six.

3.3 The **Scope of Services** along with the **CONTRACT/AGREEMENT** describes and defines activities which may be required by the Florida Department of Transportation for title search services in Miami-Dade and Monroe Counties.

3.4 Services under this **CONTRACT/AGREEMENT** shall include, but not be limited to providing Title Search Services on as-needed basis on properties to be utilized for state transportation projects located within Miami-Dade and Monroe Counties in the State of Florida. These services shall be required county-wide and consist of Title Search Reports, Re-certification and Updates, and Specific Purposes Reports such as: Ownership Searches, Easement Searches and other related miscellaneous issues as requested and negotiated.

3.5 As services are identified, the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** shall issue a "Letter of Authorization" to perform the required services.

3.6 All services described in the Scope-of-Services shall cover all existing and proposed services as added during the term of this **CONTRACT/AGREEMENT**, hereafter known as the **CONTRACT/AGREEMENT**.

4.0 **DEFINITIONS**

4.1 **Contract/Agreement**

All documents, exhibits and attachments specifying services to be performed/provided by the **CONTRACTOR**, billing rates for these services and how the **CONTRACTOR** shall be compensated for these services, executed by both the **CONTRACTOR** and the **DEPARTMENT**.

4.2 **Contractor**

The **CONTRACTOR** retained by the **DEPARTMENT** to perform the Contractual Services described in this **CONTRACT/AGREEMENT**.

4.3 **Department**

The Florida Department of Transportation (FDOT)

4.4 **Project Manager**

The **DEPARTMENT'S** staff member(s), manager(s), contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed/provided by the **CONTRACTOR** for the Florida Department of Transportation (FDOT) as described in this **CONTRACT/AGREEMENT**.

4.5 **Notice to Proceed**

A letter issued by the Contract Manager 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.

4.6 **Letter of Authorization/Task Work Order**

A letter or work order issued by the **Department's Project Manager, District Right of Way Surveyor (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**. The **CONTRACTOR** shall not commence work until receipt of the Letter of Authorization/Task Work Order (as defined below) from the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**. Completion due dates and fees are specified in the Letter of Authorization or Task Work Order.

4.7 **Task Assignment**

One or more tasks assigned under this **CONTRACT/AGREEMENT** in connection with the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.

4.8 **Written Notice**

Written notice is herein defined as notice in writing signed and may be a facsimile of the original.

4.9 **Department Observed Holidays**

The following holidays are observed by the **DEPARTMENT**. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- 4.9.1 New Year's Day
- 4.9.2 Martin Luther King Day
- 4.9.3 Memorial Day
- 4.9.4 Independence Day
- 4.9.5 Labor Day
- 4.9.6 Veteran's Day

3.10.7 Thanksgiving Day and the following day

3.10.8 Christmas Day

4.10 **Department Business Hours**

Typically 8:00 A.M. through 5:00 P.M., Monday through Friday in which the **DEPARTMENT** conducts routine business.

4.11 **Department Non-Business Hours**

Typically holidays, weekends, and night time frames in which the **DEPARTMENT** is closed to conducting routine business

4.12 **Department Procedures**

Standard day-to-day process which relates to the type of services being requested in this **CONTRACT/AGREEMENT**.

4.13 **Premise(s)**

All Florida Department of Transportation (FDOT) property identified by the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** and any other property that may be added to or deemed part of this **CONTRACT/AGREEMENT**.

4.14 **Title Search**

Review the Public Records for the purpose of discovering the record owner and all outstanding encumbrances on a parcel of land. If requested by the Project Manager, District R/W Surveyor or designee, such a search shall include all records beginning with the earliest Public Records of the county in which the parcel of land is located and continuing through the date of certification of the Title Search Report.

4.15 **Title Search Report**

The written report setting out the results of the Title Search defined in **Section 4.14, Title/Search** above.

The report(s) must begin from the earliest public record and accurately describe the property, true extent of ownership, encumbrances, defects, deficiencies, liens, judgments property tax search(s), property appraiser information, name search(s) and the title history (deed chain) and any other matters of record affecting title.

4.16 **Recertification and Updates**

A written report setting forth all the changes which have occurred in the record ownership.

The update(s) will reflect those matters that arise subsequent to the last search or update. The **CONTRACTOR** is responsible for the verification of the present owner. The **CONTRACTOR** may be requested to update report(s) prepared by another **CONTRACTOR**.

4.17 **Ownership Report**

The ownership report(s) must begin from the earliest public record and accurately describe the property, true extent of ownership, property tax search, property appraiser information, name search(s) and a title history (deed chain).

4.18 RIGHT- OF -WAY REPORT:

The **DEPARTMENT** may request that the **CONTRACTOR** prepare right-of -way report(s) beginning from the earliest public record for the purpose of discovering all types of interest in rights-of-way.

SPECIFIC PURPOSE REPORT:

This report(s) will reflect specific research on varying types of documents and/or interests affecting the subject property.

TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (T.I.I.T.F.) AND/OR EVERGLADES DRAINAGE DISTRICT (E.D.D.) RESERVATION REPORT:

All releases and/or Quit Claim Deeds, and any other type of instrument involving T.I.I.T.F. and/or E.D.D. impacting the subject property. The consultant must also review the website of the Department of Environmental Protection for T.I.I.T.F. instruments. Said Web site is: <http://data.labins.org/2003/SurveyData/LandRecords/btlds.cfm>.

MURPHY ACT DEEDS

The Consultant must provide in the Title Search Report any comments and/or evidence regarding the existence and/or status of any Murphy Deed Reservations that have a direct impact on the subject property.

4.19 Easement Search

A written report indicating the existence of any easement in a specific area, the name and address of the easement owner and Official Record Book and page of the document.

4.20 Parent Tract Parcel

A tract of land under single ownership which may have been acquired in one (1) or more conveyances that are abutting or contiguous. If a conveyance includes land on both sides of a road or in separate blocks of a subdivision, it will ordinarily be considered one parcel of a title search.

4.21 Title Insurance

Although it is not often that the District will need to secure a title insurance policy, the consultant must be able to provide title insurance commitments, policies, and updates to the District upon request.

4.22 Additional Products/Services

There will be occasions when the District will require research on a parcel or area. The consultant will supply the District with the information that is being requested. This information may be delivered with or without a written report. The consultant must make every attempt to obtain and provide whatever documentation and/or information the District requests. Some examples of the types of additional products and services may include but not limited to the following:

- a. tax roll / property card information with copy of acquisition document(s)
- b. property appraiser information
- c. copies of documents or transcription of illegible documents
- d. obtaining a court record(s) , e.g., probate(s), guardianship(s) or divorce(s)
- e. scanning and indexing hard copy title reports into eTitle, color plotting and color scanning of parent tracts (parcels under search) on aerial atlas maps, tax maps and/or right of way maps
- f. quality assurance review of scanned and indexed title reports in eTitle and parent tracts plotted on maps, tax maps and /or right-of-way maps

- g. scanning and indexing hard copy title reports into eTitle, color plotting and color scanning of parent tracts (parcels under search) on aerial atlas maps, tax maps and/or right of way maps

4.23 Document Preparation

The consultant may be requested to provide the District with document preparation services. The documents to be prepared will be related to acquisitions, conveyances, satisfactions, releases, or any other document(s) necessary for the District to obtain clear and marketable title.

4.24 Certificate of Title

The certificate of title provides documentary evidence of the right of ownership of real property. The Certificate must include enough information to identify the property in question, information about the current registered title holder and any encumbrances such as mortgage, liens, easements, etc.; The document must be signed by an attorney admitted to The Florida Bar. The consultant will perform the Certificate of Title only after being requested by the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** and accompanied by a Letter of Authorization (LOA). All authorizations and approvals shall be in writing and executed by the **DEPARTMENT** prior to the commencement of work. The consultant will have a term of 10 calendar days to provide the Certificate of Title.

5.0 CONTRACTOR RESPONSIBILITIES

5.1 Coordination with the Department

- 5.1.1 All aspects of this **CONTRACT/AGREEMENT** and/or of each authorization or task shall be coordinated through the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**. All authorizations and approvals shall be in writing and executed by the **DEPARTMENT** prior to the commencement of work.

The **Project Manager** is Rebecca Torres Betancourt

Located at:
Florida Department of Transportation
Right-Of-Way Engineering
1000 Northwest. 111th Avenue
Room 6212A
Miami, Florida 33172
Telephone (305) 470-5458.

The following **person** in addition to the **Department's Project Manager and the District Right of Way Surveyor** is authorized to issue Letters of Authorization initiating services under this **CONTRACT/AGREEMENT**:

Marlene Fadrugas Title & Document Specialist

- 5.1.2 In the **Department's Project Manager** temporary absence from the office, the **District R/W Surveyor** shall authorize another individual to perform the **Department's Project Manager's** duties.
- 5.1.3 The **District R/W Surveyor** may replace the **Department's Project Manager (or his/her designee)** at any time during the term of this **CONTRACT/AGREEMENT**.

5.2 Service to be provided

- 5.2.1 The **CONTRACTOR** shall be responsible for the contractual services being performed/provided by the **CONTRACTOR** 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**.

- 5.2.2** The **CONTRACTOR** 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.
- 5.2.3** The **CONTRACTOR** shall furnish to the Florida Department of Transportation (FDOT) the services required at the rates that are depicted in the **Exhibit “C” Price Proposal** attached hereto and made a part hereof.
- 5.2.4** The **CONTRACTOR** agrees to bill the **DEPARTMENT** for the services provided at the rates established in the **Exhibit “C” Price Proposal/Bid Blank**. Pay rates include overhead, profits, travel, administrative expenses, materials, equipment, insurance, bonding and all other incidentals and all direct and indirect costs required to complete the contractual services under this **CONTRACT/AGREEMENT**.
- 5.2.5** If the procedural regulations referenced herein are revised or superceded before the services by the **CONTRACTOR** are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.
- 5.2.6** The consultant must have the appropriate amount of staff, resources, technological capabilities, experience and ability to provide said services. The consultant must be able to follow out and plot complex legal descriptions and determine whether an instrument of record impacts the property under search. The consultant will be responsible for providing a full search and examination (**beginning from the earliest public record**) in order for the District to obtain clear and marketable title. The consultant will be responsible for discovering and disclosing the record title holder and all instruments related to the subject property which create or purport to create an interest in, a lien against, an encumbrance and/or potential encumbrance, clouds, judgments and defects for the subject property under the examination of title.

All work shall be coordinated with the District and will be subject to review. The consultant must be able to provide the subject services to the District by the date specified on each work order.

The consultant must establish and implement a quality assurance review plan on all products to be delivered to the District. The consultant must respond to comments and any resolution meetings as required. It shall be the responsibility of the consultant to utilize professional judgment, practices and principles during the performance of the work commissioned under this contract. The consultant shall be aware that as the project develops, certain modifications and/or additional information may be required which may result in additional work to be performed by the consultant and provided to the District.

The consultant shall demonstrate good project management practices. These include timely communication, resources, accurate tracking of funds, financial records, invoices, contract amendments, contract supplemental(s), overall professional accounting practices, etc. The consultant shall be responsible for setting up and maintaining records of all work order transactions, e.g., correspondence, quality assurance reviews, meeting minutes, etc. As necessary, the consultant must have the ability to reproduce any reports, documents, products, electronic files, etc.

5.3 Requirements for Services to be Provided

5.3.1 Requirements for Title Search Report

- 5.3.1.1 The Title Search Report **MUST** contain the certification of the Abstractor and include all attachments as herein required.
- 5.3.1.2 Each Report shall reflect the complete parent tract legal description of the determined subject parcel on the typewritten report.
- 5.3.1.3 Every copy of the Title Report must cite all parties involved in every instrument reported, date of instrument, filing date, book and page of the instrument, all instruments referenced by another, and all pertinent remarks which help in deciphering the purpose of the instrument.
- 5.3.1.4 If the subject parent tract does not exactly match the legal description on the document of conveyance, documentation must be shown as to that difference (e.g., right-of-way conveyance, sell-off parcel, etc.).
- 5.3.1.5 Each title search report must be assigned a unique search number and shall reflect the Department's Section (Project) Number, State Road Number and local name, if known, W. P. I. Number, F.A. P. Number and F.I.N. Number when applicable.

5.3.2 Requirements for Recertification and Updates

- 5.3.2.1 Each report must include attachments of all the instruments, including encumbrances affecting the subject parcel since the original search or most recent updated. All attached instruments mentioned and attached to the title search report must appear in the same sequence and order as listed in such title search report
- 5.3.2.2 It must also include the acquisition document(s).
- 5.3.2.3 Each report must reflect the complete legal description of the subject parent tract on the report. If the subject parent tract does not exactly match the document of conveyance, documentation must be shown as to the difference (e.g., right of way conveyance, sell off parcel, etc.).
- 5.3.2.4 The **CONTRACTOR** may be requested to update a report from prior **CONTRACTOR**. If the present **CONTRACTOR** has knowledge of errors, and/or omissions in the prior report, the present **CONTRACTOR** is required to contact the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** immediately. A decision on how to proceed with correcting the errors and/or omissions will be made by the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**

5.3.3 Requirements for Ownership Search

- 5.3.3.1 Each ownership search shall include a complete legal description of the subject parent tract, and legible and complete copies of all instruments relative to the search.
- 5.3.3.2 If the subject parent tract does not exactly match the legal description on the document of conveyance, documentation must be shown as to that difference (e.g., right-of-way conveyance, sell-off parcel, etc.).

5.3.3.3 Name / personal judgment searches must also be done for an ownership report. Judgments or liens are to be reported, including divorces, certificated of death, corporate merges, etc. that are required in order to accurately report the present title holder of a parent tract.

5.3.4 Requirements for Parent Tract Parcel

5.3.4.1 Noncontiguous lots within a subdivision or acreage under a single ownership will be considered separate parcels and separate reports must be prepared. The exception to this is when the noncontiguous real property has been acquired through the same acquisition document. Then one title report must be prepared.

5.3.4.2 For invoicing purposes, if research indicates that the real properties have separate and distinct chains of title then each chain of title may be considered as a separate parcel for the purposes of payment only.

5.3.4.3 Only one report will be prepared showing the documentation of said separate chains of title under the heading of “**TITLE HISTORY**”. No exception to a Title History report will be granted in a multiple billing for one (1) report.

5.3.5 Specific Requirements:

5.3.5.1 Contiguous Lands

5.3.5.1.1 All contiguous lands held by record owner is to be researched and considered one (1) report despite whether or not it lies outside the requested area. Subject to PARCEL definition in Section 4.0 indicated above.

5.3.5.1.2 Each Report must contain complete information regarding all open encumbrances and potential encumbrances for all contiguous lands held by record owner. An exception may be made, but only after notification from the **CONTRACTOR** to the **Department’s Project Manager, District Right of Way Surveyor (or his/her designee)**. Any exceptions to full parent tract reporting is solely the decision of the **Department’s Project Manager, District Right of Way Surveyor (or his/her designee)**.

5.3.5.2 Attachments to Reports

5.3.5.2.1 Each title search report must include **legible** copies of all instruments which are listed on the Title Report. **Copies of Plats must be included. See Attachment 2 to Exhibit “A”, Scope of Services – Copy of Plat**

5.3.5.2.2 Copies of an instrument shown within the report which refers to another instrument, such as a Deed referencing a Mortgage, must be included within the report, unless said referenced instruments has been satisfied or released. The Abstractor must note on the title search report that the instrument has been released and a copy of the release, satisfaction, or termination document must be included.

5.3.5.2.3 Every type of report (Title Report, Update, Ownership, etc.,) must cite all parties involved in every instrument reported, date of instrument, filing date, book and page of the instrument, all instruments referenced by another, and all pertinent remarks which help in deciphering the purpose of the instrument.

5.3.5.2.4 The consultant must provide digital indexing of all attached documents mentioned in the Title Search Report. The digital indexing must be done individually providing one separate file per document and in the same order as presented in the Report. Each digitally indexed document must be identified by ORB and Page identical to the ORB and Page mentioned in the Title Search Report. The consultant will perform Digital Indexing of all documents attached in the report only after it being requested by the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** and accompanied by a Letter of Authorization (LOA). All authorizations and approvals shall be in writing and executed by the **DEPARTMENT** prior to the commencement of work. The consultant will have a term of 10 calendar days to provide the Digital Indexing.

5.3.5.3 Additional Documentation

5.3.5.3.1 Copies of additional documentation may be requested by the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** when it is necessary to obtain further information in order to clearly define the boundaries of parcels or the full extent and nature of encumbrances and/or ownership.

5.3.5.3.2 The additional copies, along with any research, will be considered part of the original research by the **CONTRACTOR** and will be delivered in a timely manner at no additional cost to the **DEPARTMENT**.

5.3.5.4 Documentary Stamps

State and Federal Documentary Stamps (where applicable) shall be shown on all written reports for all conveyances listed in the search.

5.3.5.5 Record Owner

5.3.5.5.1 Each title report must determine and reflect the exact way title is held; including the full name, marital status (if it can be determined), type of corporation (e.g., a Florida corporation), and the present address of the present fee title holder of record.

5.3.5.5.2 A complete examination of documents of record, including Probate and Divorce Settlements, must be done.

5.3.5.5.3 It is the responsibility of the **CONTRACTOR** to determine how fee title is held, and to show all documentation.

5.3.5.5.4 The report must be prepared as if a Title Insurance Policy was to be issued and closing documents were to be prepared.

5.3.5.6 **Title History**

5.3.5.6.1 A Title History must be shown within all Title Reports. This history must report all of the documents of conveyance going back to the earliest public records available. This includes judgments, divorces, probate documents, mergers, etc. which clearly determines the fee simple title chain. Right of Way dedications and Easements should be reported to the earliest public County records. Right of Way dedications often appear in conveyance documents such as deeds found in the earliest public records.

5.3.5.6.2 A "NOTE" must be made on the report, citing the following: **"A full chain of title has been run on the subject property dating back to the earliest public records available."**

5.3.5.7 **Reporting Conveyance**

5.3.5.7.1 For each conveyance, the report must clearly reflect the name(s) of the parties, the type of deed or document transferring title, the date of execution, filing dates of transfer, and book and page of recordation.

5.3.5.7.2 When a reported conveyance contains a reference to another recorded instrument, the referenced instrument must be included and marked "**SHOWN FOR REFERENCE**".

5.3.5.7.3 If the referenced instrument has been released then a copy of the release, satisfaction, termination, etc. which relates to the referenced instrument must be reported.

5.3.5.8 **Reporting Encumbrances:**

All encumbrances and potential encumbrances to the title of a parcel shall be reported completely. The names of presidents and secretaries of corporations shall be reported if available. The following are specific requirements on certain types of encumbrances:

5.3.5.8.1 **Easements**

A complete copy of the recorded easement shall be shown within the title search.

5.3.5.8.2 **Taxes**

5.3.5.8.2.1 Real Estate taxes, both current and delinquent, must be shown on the title report, and stating **PAID** or **UNPAID**.

5.3.5.8.2.2 Tax sales certificates and all exemptions, type and amount, must be cited.

5.3.5.8.2.3 The Tax Folio Number (Property Control

number) must be reflected on the title report and must include the amount paid or due.

5.3.5.8.2.4 The year of the taxes, exemptions, the amounts of the exemptions, the names of parties holding the tax sales certificates, etc. must be typed on the reports.

5.3.5.8.3 Oil, Gas and Mineral Rights

All leases, deeds and/or royalty transfers which include any surface rights shall be reported.

5.3.5.8.4 Reservations

5.3.5.8.4.1 All **TRUSTEE INTERNAL IMPROVEMENT TRUST FUND** Reservations, including Murphy Act; rights in reserve; reversionary clauses; life estates; etc. must be reported in detail.

5.3.5.8.4.2 The exact extent of the reservations and the deed number, where used, must be shown.

5.3.5.8.5 Individual and Corporate Name Search

5.3.5.8.5.1 Each Title Report must report all certified judgments within a twenty (20) year period against the present title holder.

5.3.5.8.5.2 All pertinent affidavits, certificates of death, divorces, corporate information, etc. must be shown as to fee owners, mortgagees, and other lien holders.

5.3.5.8.5.3 All corporations must be researched and name changes, mergers, corporate statuses, including officers and general partnerships, etc. be reported. This includes mortgagees named in documents.

5.3.5.8.5.4 Detailed information must be supplied in order for the **DEPARTMENT** to prepare closing documents and contact all those parties holding an interest in the parent tract.

5.3.5.8.6 Leases

All Leases, Assignment of Leases, and Termination of Leases must be reported. All pages of the instruments must be included within the report.

5.3.5.8.7 Mortgages

4.3.5.8.7.1 All mortgages encumbering the parent tract must be reported.

5.3.5.8.7.2 All mortgages must include pertinent information as described within this scope of services, Title Search Requirements.

5.3.5.9 Estates

When the owner is deceased, the Title Search report shall show:

5.3.5.9.1 Death Certificate, if applicable.

5.3.5.9.2 If probate proceedings have been initiated, the following items, if available, shall be included:

5.3.5.9.2.1 Life Estates must be reported.

5.3.5.9.2.2 The will and any codicils. Case Number

5.3.5.9.2.3 Petition for Administration. Name of all heirs as set forth in the petition. The name of Personal Representative.

5.3.5.9.2.4 Whether or not the Personal Representative is permitted to convey without bond.

5.3.5.9.2.5 Letters of Administration.

5.3.5.9.2.6 Inventory if subject property is included.

5.3.5.9.2.7 Notice to creditors and proof of publication.

5.3.5.9.2.8 Receipt for Federal and State estate taxes nontaxable certificate.

5.3.5.9.2.9 Order of distribution of the subject property.

5.3.5.9.2.10 Order of final discharge.

5.3.5.9.2.11 Order of distribution, if any.

5.3.5.9.2.12 Whether or not Estate is closed.

5.3.6 Insanity Proceedings

When reporting insanity proceedings concerning a present record owner, the date of commitment and name of the appointed Guardian are required, together with a statement concerning whether disabilities have been removed.

5.3.7 Divorces

When reporting divorces between record owners, any settlement concerning real property shall be reported in detail. All divorce proceedings must be reported in full.

5.3.8 Guardianships

When title to real property is vested in minor or incompetent, the report shall show the name of the appointed Guardian or a statement that no such appointment has been made.

5.3.9 Bankruptcies

Bankruptcy proceedings to be provided, if applicable.

5.3.10 Government Lands

When title to real property is held by Federal, State or local government, the branch or

agency holding title must be reported. A report on government land will be researched and reported exactly the same as a Parent tract held by private ownership.

5.3.11 **Subdivision Plats**

When a parcel(s) fall within a record plat, or a legal description refers to a plat, a **LEGIBLE, FULL-SIZED** copy of the plat shall be included as part of the complete project package. If platted parcel within an illegible recorded plat is encountered, a certification that the record plat is illegible shall be included.

5.3.12 **Condominium**

When a condominium is encountered within the limits of a project, the **CONTRACTOR** shall:

5.3.12.1 NOTIFY the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** immediately that a condominium lies within the project limits.

5.3.12.2 OBTAIN approval from the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** on necessity of a title search report on the common area of the condominium.

5.3.12.3 INCLUDE within the report a copy of the Declaration of Condominium, the Articles of Condominium, By-Laws and a legible, full-sized copy of the condominium plat.

5.3.12.4 NO title search reports on individual units within the condominium are to be prepared **unless** specifically requested by **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** in writing.

5.3.12.5 THE NOTATION: "No Search Made as to Individual Units" must be stated on the title search report for the common area.

5.3.13 **Public Right of Way**

Title search reports must be prepared covering public and private right of way. If the legal description of the document granting title to the subject property of a search is no longer accurate due to additional right of way deeded or dedicated after recording of the last deed, the document deeding or dedicating the additional right of way must be included within the title report as an exception to the legal description of the subject property. A copy of the document must be included within the title report. In addition, separate title reports must be prepared showing title to all right of way within the limits of the project, unless dedicated by Plat.

5.3.13.1 Abstractor's Notes

The Abstractor should include in each report any comments concerning personal matters and any documentation needed to clear titles which are knowledge of locale not of record which may affect the title to the real property under research

5.3.13.2 Bankruptcies

Bankruptcy proceedings, if applicable.

5.3.13.3 Fiduciary Documentation

Any document creating or affecting a fiduciary relationship, such as guardianships or trusts.

5.3.14 Requirements for Recertification and Updating Title Search Reports:

5.3.14.1 All re-certification and updated reports shall show:

5.3.14.1.1 Verification

Present Title Holder must be verified, even if title is taken prior to time period of Update.

5.3.14.1.2 Date Certification

The beginning and ending dates of the updated report must be clearly shown.

5.3.14.1.3 Title Holders

Property Owners name, exactly as they hold title, and the current address must be reflected.

5.3.14.1.4 Documentation

All documents recorded within the time period of the update, covering the subject property and the name search.

5.3.14.1.5 Taxes

Current and delinquent taxes for entire parent tract must be reported, along with the name of parties holding tax certificates.

5.3.14.1.6 Notations

If no instruments are recorded within the time period of the Update, the notation "**NO CHANGE SINCE PRIOR SEARCH**" must appear on the report.

5.3.14.1.7 New Acquisitions

If the present title holder newly acquires adjacent and/or contiguous property, which enlarges the original parent tract, a **FULL TITLE SEARCH REPORT MUST** be prepared on the additional lands along with the Updating of the former parent tract. The **CONTRACTOR MUST** contact the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** in writing as to the addition of land to the parent tract and the need for an additional Title Search Report. No additional work is to begin until written authorization is received from the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**.

5.3.15 Format for Title Search Reports:

The **CONTRACTOR** shall prepare all title search reports on eight and one-half by eleven (8½ x 11) inches white paper for each parcel in the format contained in the Sample report attached hereto. Each title search report must be assigned a unique search number and shall reflect the Department's Section (Project) Number, State Road Number and local name, if known, W. P. I. Number, FIN Number and F. A. P. Number, when applicable.

5.3.16 Certification for all Reports

Each title report, update, and ownership report shall bear the following certifications:

5.3.16.1 AS TO THE ORIGINAL TITLE SEARCH REPORT

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search and examination of the Public Records of _____ County, Florida, showing the present ownership of the real property described above, together with all outstanding encumbrances and potential encumbrances affecting said lands since the earliest public record. This report is not to be construed as an opinion of title.

CERTIFIED this _____ day of _____, 20__, at _____, ____M.

5.3.16.2 AS TO UPDATED TITLE SEARCH REPORT

The undersigned hereby certifies that the foregoing Updated Title Search Report reflects a comprehensive search and examination of the Public Records of _____ County, Florida, within the time mentioned above for the sole purpose of updating the Title Search Report referred to as Search No. _____ (insert prior search number and initials of Title Company if not the same). This report is not to be construed as an opinion of title.

CERTIFIED this _____ day of _____, 20__, at _____, ____M.

5.3.16.3 AS TO OWNERSHIP REPORT

The undersigned hereby certifies that the foregoing Title Report reflects a comprehensive search and examination of the Public Records of _____ County, Florida, showing the present ownership of the above described property. This report is not to be construed as an opinion of title.

CERTIFIED this _____ day of _____, 20__, at _____, ____M.

5.3.16.4 AS TO EASEMENT REPORT

The undersigned hereby certifies that the foregoing Title Report reflects a comprehensive search and examination of the Public Records of _____ County, Florida, showing the present easements in the above described property. This report is not to be construed as an opinion of title.

CERTIFIED this _____ day of _____, 20__, at _____, ____M.

5.4 Work Supervision and Supervisor Requirements

5.4.1 All contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT** must be performed by or under the direction of a

person qualified 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.

5.4.2 The **CONTRACTOR** 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 **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.

5.4.3 The **CONTRACTOR'S** Supervisor shall be responsible for notifying the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** of any and all emergencies and problems.

5.4.4 The **CONTRACTOR'S** work shall be performed and/or directed by the key personnel identified by the **CONTRACTOR** in their Proposal submitted to the **DEPARTMENT**.

5.4.5 The **CONTRACTOR'S** prospective Supervisor(s)/Project Manager(s) shall be available to meet with the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the **CONTRACTOR** assuming the responsibilities of this **CONTRACT/AGREEMENT**. This time spent shall not be billable to the **DEPARTMENT**.

5.4.6 If during the term of this **CONTRACT/AGREEMENT**, a new Supervisor/Project Manager is to be employed by the **CONTRACTOR** to meet the provisions of the **CONTRACTOR'S** Supervisor(s)/Project Manager(s) the individual shall be available to meet with the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** at a mutually convenient time for both parties during regular "business hours" to discuss work requirements prior to the **CONTRACTOR'S** new Supervisor(s)/Project Manager(s) assuming the responsibilities of this **CONTRACT/AGREEMENT**. This time spent shall not be billable to the **DEPARTMENT**.

5.5 **Sub-Contractor(s)/Sub-Consultant(s)**

5.5.1 If it is necessary for the **CONTRACTOR** to subcontract portions of the work. All **Sub-Contractor(s)/Sub-Consultant(s)** whether it is an individual or a firm must be approved and qualified by the **DEPARTMENT** prior to the initiation of any work.

5.5.2 The **CONTRACTOR** shall be fully responsible for the satisfactory completion of all subcontracted work.

5.5.3 The **CONTRACTOR** shall provide the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** with copies of the names for all **Sub-Contractor(s)/Sub-Consultant(s)** or employees who shall be performing the work as required.

5.6 **Communications**

5.6.1 **Pre-Work Conference**

The **CONTRACTOR** shall be required to submit the following items to the **DEPARTMENT**, at the pre-work conference:

5.6.1.1 **Contact Information**

5.6.1.1.1 The name of the **CONTRACTOR'S** Project Manager(s)/Supervisor(s) assigned to this **CONTRACT/AGREEMENT**, along with their work telephone number(s), cellular phone(s) and/or beeper(s) number(s).

5.6.1.1.2 The **DEPARTMENT** shall be advised at all times as to the identification and means of contacting the **CONTRACTOR'S** Project Manager(s)/ Supervisor(s) during the term of this **CONTRACT/AGREEMENT**.

5.6.1.1.3 Cellular and beeper number(s) for all personnel responsible for answering and responding to the needs of the **DEPARTMENT** in accordance with the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.

5.6.2 **Response Time**

5.6.2.1 The **CONTRACTOR'S** Project Manager(s)/ Supervisor(s) shall respond by telephone within one (1) hour after receiving a call from the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**, and if required shall be present at the location in question within two (2) hours after being contacted by the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**.

5.6.2.2 The **CONTRACTOR** shall respond to emergencies and provide immediate service.

5.6.2.3 The time frame for each work assignment shall be stated in each Letter of Authorization issued.

5.7 **License and Insurance Qualifications**

5.7.1 The prime proposer shall be required to submit proof of the following along with the sealed proposal:

5.7.1.1 A notarized statement that the prime proposing firm and the project manager have had at least three (3) years of experience providing title search services.

5.7.1.2 Proposers must submit with their technical proposal a copy of a State of Florida Occupational License.

5.7.2 The **CONTRACTOR** must hold the licenses necessary to provide the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT** in the counties specified.

5.7.3 The **CONTRACTOR** shall provide the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** with proof that the **CONTRACTOR** is licensed by State of Florida in the type of contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.

5.7.4 **Other Specific Requirements**

All records, insurance and licenses must be current and will be kept on file for the duration of this **CONTRACT/AGREEMENT**, and will be provided within twenty four (24) hours upon request by the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**.

5.8 Location of the Contractor

Preferably, the **CONTRACTOR** shall be stationed locally to work directly with the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** during the term of this **CONTRACT/ AGREEMENT**.

5.9 Timely Completion of Service

The **CONTRACTOR**, 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.

5.10 Delays in Completing Services

5.10.1 The **CONTRACTOR** shall not be under any obligation to any liability for failure to carry out any of the terms of this **CONTRACT/AGREEMENT** to the extent that such failure shall be due to:

5.10.1.1 The operation and effect of rules, regulations or orders promulgated by any commission, municipality, or governmental agency of any state or the United States or subdivision thereof.

5.10.1.2 A restraining order, injunction, or similar decree of any court.

5.10.1.3 Any extreme condition or natural disasters as listed below:

5.10.1.3.1 Hurricane

5.10.1.3.2 Storm

5.10.1.3.3 Flood

5.10.1.3.4 Tornado

5.10.1.3.5 Earthquake

5.10.1.3.6 War

5.10.1.3.7 Fire

5.10.1.3.8 Sabotage

5.10.1.3.9 Or any other cause (not including labor problems of **CONTRACTOR**) not within the control of **CONTRACTOR**, and which, by the exercise of reasonable diligence, **CONTRACTOR** is unable to prevent.

5.11 Method of Operation

5.11.1 If the procedural regulations referenced herein are revised or superceded before the services by the **CONTRACTOR** are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.

5.11.2 The following procedures shall apply:

The **CONTRACTOR** shall furnish all of the following required to conduct the appropriate work tasks as required:

5.11.2.1 All labor, services, materials, equipment, machinery, tools, apparatus, expertise, means of transportation, travel, supplies, incidentals, supervision, notifications and any other items required to perform the services as specified in this **CONTRACT/AGREEMENT**. This shall include giving all the required notices to all local, state and federal agencies and the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**.

- 5.11.2.2 The **CONTRACTOR** shall be responsible for the safe and efficient service as requested by the Department of Transportation.
- 5.11.2.3 The **CONTRACTOR** shall adhere to all other applicable local, state and federal laws, regulations, and guidelines pertaining to the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.
- 5.11.2.4 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 **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**. This includes, but is not limited to:
 - 5.11.2.4.1 All applicable Florida Statutes and Florida Administrative Codes (F.A.C.) and any other appropriate agency guidelines or recommendations.
 - 5.11.2.4.2 All applicable sections for the CFR (Code of Federal Regulations)
 - 5.11.2.4.3 OSHA (Occupational Safety and Health Administration)
 - 5.11.2.4.4 All Applicable sections of The Florida Department of Labor and Employment Security (FDLES) Standard Specifications for the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.
- 5.11.2.5 The **CONTRACTOR, Contractor's Personnel, Sub-Contractor(s)/Sub-Consultant(s)** shall limit all their operations, including parking of vehicles, to the area specified by the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**. There shall be no parking at anytime in the handicapped parking spaces without the required permit. Parking is not allowed on any grassy areas. The **CONTRACTOR** shall be responsible for notifying their personnel of these regulations.
- 5.11.2.6 The **CONTRACTOR, Contractor's Personnel, Sub-Contractor(s)/Sub-Consultant(s)** shall abide by any safety rules, instructions, requirements or directives in and area of the **DEPARTMENT**, especially those areas where construction is being performed on **DEPARTMENT** property i.e. no employee shall pass through areas identified as work zones which have been cornered off.

5.12 Notifications

5.12.1 Required Notifications

All notifications, including any changes to personnel, shall be in writing and signed by the **CONTRACTOR**. A copy of all required notifications sent shall be provided by hand delivery or sent via certified mail and proof of proper delivery must be submitted to the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** within five (5) business days of such delivery for review and ensuring proper notification.

5.13 Contractor's Personnel Requirement

The **CONTRACTOR** shall be required to provide the personnel to fulfill the requirements of this **CONTRACT/AGREEMENT**.

5.13.1 Qualified Personnel

The **CONTRACTOR** 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 routine and additional contractual services being performed/provided by the **CONTRACTOR** 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.

5.13.2 Number of Personnel

The **CONTRACTOR** will be responsible for supplying as many personnel as needed to meet the requirements of this **CONTRACT/AGREEMENT**.

5.13.3 Monitoring of Personnel

5.13.3.1 The **CONTRACTOR** will continuously monitor personnel performance as part of its own management activity.

5.13.3.2 The **CONTRACTOR** shall ensure that any and all personnel shall restrict their access to the **DEPARTMENT** to the designated areas for services to be provided. The **CONTRACTOR** shall further guarantee that any and all personnel shall not roam about **DEPARTMENT** facilities or enter another area of the **DEPARTMENT** unless authorized by the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**.

5.13.3.3 The **CONTRACTOR** shall guarantee to the **DEPARTMENT** that its personnel shall not spend excessive time at any location socializing with Department of Transportation personnel.

5.13.4 Changes in Personnel

The **CONTRACTOR** shall provide the **DEPARTMENT** with a Project Manager for the life of the **CONTRACT/AGREEMENT**. Any changes to the **CONTRACTOR'S** Project Manager or any of the other indicated personnel in charge of the work shall be subject to review and approval by the **DEPARTMENT** in writing before performing any billable services.

5.14 Contractor's Warranty

5.14.1 The **CONTRACTOR** 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.

5.14.2 The **CONTRACTOR** agrees that satisfactory completion of each job assignment will be performed and approved by the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** before the

DEPARTMENT and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** approve and process the **CONTRACTOR'S** invoices for payment.

5.14.3 If any failure to meet the foregoing warrant appears the **CONTRACTOR** will, upon written notification, either correctly re-perform the service identified, replace the defective material supplied, or credit the **DEPARTMENT** for the services not performed. The **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** shall have the right to determine which course of correction should be taken. The risk of loss to any equipment being repaired or replaced shall be the responsibility of the **CONTRACTOR** having possession or control of the equipment at the time of the loss.

6.0 CONTRACT ADMINISTRATION

6.1 Delivery

Delivery of Title Search Reports under the provisions of this agreement shall be at intervals agreed to by the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** and the **CONTRACTOR**. Such reports must be received and accepted in writing by the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**.

6.2 Reviews

Throughout the term of the **CONTRACT/AGREEMENT**, the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** may conduct reviews of the work performed by the **CONTRACTOR** 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 **CONTRACTOR** will assist the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** in these reviews.

6.3 Correction of Deficiencies

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

6.4 Financial Consequences

6.4.1 Failure to resolve these discrepancies within a reasonable time frame may result in **CONTRACTOR** 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 Agreement.

6.4.2 Failure by the **CONTRACTOR** to comply with safety requirements accordance with **OSHA (Occupational Safety and Hazard Act [Administration])**, those identified by the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**, those stated in this **CONTRACT/AGREEMENT** and those that may later be added, shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.

6.4.3 Failure by the **CONTRACTOR** 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, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.

- 6.4.4** The parties recognize that timely performance by the **CONTRACTOR** is of the essence. Should the **CONTRACTOR** 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 **CONTRACTOR** and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 6.4.5** If the **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** determines that the performance of the **CONTRACTOR** 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 Agreement**. Any necessary default action will be processed in accordance with the Department of Management Services Rule 60A-1.006(3).
- 6.4.6** In either event, intervention or default, all payment to the **CONTRACTOR** shall stop during the time involved and the **DEPARTMENT** shall hold all payment due to the **CONTRACTOR** until cost to the **DEPARTMENT** is satisfied. The **DEPARTMENT** reserves the right to deduct such costs from any payment due to the **CONTRACTOR**.
- 6.4.7** If the **CONTRACTOR** fails to comply with the provisions of the section entitled **CONTRACTOR Responsibilities** in this **CONTRACT/AGREEMENT** and it is not immediately corrected, the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 6.4.8** If at any time during the course of this **CONTRACT/AGREEMENT** the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** brings to the attention of the **CONTRACTOR** a violation of any of the sections in this **CONTRACT/AGREEMENT** and the violation is not corrected within twenty four (24) hours the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 6.4.9** If the **CONTRACTOR** repeats any violation of this **CONTRACT/AGREEMENT** more than three (3) times the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination. Repeated failure to provide adequate or complete title search products constitutes a repeated violation of this **Contract/Agreement**. Although not mandatory, if the **Department** chooses to notify the **Contractor** in writing of a repeated violation, then upon the third such repeated violation the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance which shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 6.4.10** The **DEPARTMENT** shall, at all times, throughout the term of the **Contract/Agreement** retain the sole right and responsibility of choosing the work assignment which the **Department** deems appropriate for the **Contractor**. This choice of assignment shall be within the Department's sole discretion, although it may be based on past performance by the Contractor.

6.5 **Project Records**

The **CONTRACTOR** shall maintain complete and accurate project records, in hard copy of all activities and any other events relating to the **CONTRACT/AGREEMENT**.

6.6 Documentation of Uncompleted Work

The **CONTRACTOR** shall document any uncompleted work and provide copies to the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** within one (1) business day that the work was supposed to be completed.

6.7 Additional Work

6.7.1 In the event that the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** request additional work not covered under this **CONTRACT/AGREEMENT**, a Supplemental Agreement signed by both the **CONTRACTOR** and the **DEPARTMENT** shall be executed and a Letter of Authorization issued prior to any additional work being undertaken.

6.7.2 The **CONTRACTOR** shall work closely with the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (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**.

6.7.3 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).

6.7.4 The **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** may authorize any unforeseen work which is essential to the satisfactory completion of the completion within the intent of the original scope of work. No unforeseen work shall be performed by the **CONTRACTOR** without prior authorization.

6.7.5 Any excess beyond the total **CONTRACT/AGREEMENT** amount shall require a Supplemental Agreement supplied by the **DEPARTMENT** and signed by both parties prior to the work being performed. Supplemental Agreements may extend the **CONTRACT/AGREEMENT** price beyond the original **CONTRACT/AGREEMENT** limit if approved by the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**. Execution of this Supplemental Agreement does not guarantee that the work will be authorized.

6.8 Status Report

The **CONTRACTOR** if required by the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** shall supply a status report consisting of all completed activities to the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** during the entire **CONTRACT/AGREEMENT** commencing with the **CONTRACT/AGREEMENT** Notice-to-Proceed. The report shall include a detailed description of the services performed including all special requirements. The report shall also include plans of action to correct any present or anticipated problems.

7.0 SUSPENSION OF WORK

7.1 The **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** may suspend the contractual services being performed/provided by the **CONTRACTOR** 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 **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**.

7.2 Work shall also be suspended at the discretion of the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** at such time that the **CONTRACTOR** fails to comply with any or all provisions in this **CONTRACT/AGREEMENT**.

7.3 The **CONTRACTOR** shall not be entitled to extra compensation or adjustments to the **CONTRACT/AGREEMENT** proposal 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 **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** in writing, giving the reason for the suspension. The invoice payments shall be adjusted accordingly.

8.0 DEPARTMENT RESPONSIBILITIES

8.1 The **DEPARTMENT** shall provide a Project Manager (or his/her designee) to provide communication between the **CONTRACTOR** and the **DEPARTMENT**.

8.2 The **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** shall initiate a pre-start meeting to provide specifications for services to be provided and answer any questions the **CONTRACTOR** might have prior to such time as a Notice to Proceed is delivered to the **CONTRACTOR**.

8.3 The **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** shall provide coordination of all activities, correspondence, reports and other communications related to the **CONTRACTOR'S** responsibilities hereunder.

8.4 The **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** shall administer this **CONTRACT/AGREEMENT** to assure the **CONTRACTOR** is complying with the work described in this **CONTRACT/AGREEMENT**.

8.5 The **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** will be responsible for enforcing the terms of the **CONTRACT/AGREEMENT**.

8.6 The **DEPARTMENT** and/or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** will provide the **CONTRACTOR** with written correspondence at random intervals indicating any deficiencies in performance (if applicable).

9.0 RULES AND REGULATIONS

9.1 Non-Smoking Policy

There shall be no smoking within the **DEPARTMENT'S** buildings.

9.2 Unauthorized Personnel

9.2.1 The **CONTRACTOR** shall ensure that their employees, **Sub-Contractor(s)/Sub-Consultant(s)** do not allow any unauthorized personnel to enter the **DEPARTMENT** property or buildings i.e. personal visitors, family members, friends, persons not employed by the **CONTRACTOR** or other employees not identified to the **DEPARTMENT**.

9.3 Identification

9.3.1 If work is to be performed by the **CONTRACTOR'S** personnel/**Sub-Contractor(s)/Sub-Consultant(s)** during regular business hours, the **CONTRACTOR'S** personnel/**Sub-**

Contractor(s)/Sub-Consultant(s) must sign in at the required **DEPARTMENT** location and obtain **DEPARTMENT** identification in order to be admitted to any **DEPARTMENT** location.

9.3.2 No personnel will be allowed to enter any **DEPARTMENT** location without identification.

10.0 PROPERTY OF THE DEPARTMENT

10.1 All work performed by the **CONTRACTOR** 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 **Department's Project Manager, District Right of Way Surveyor (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 **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** of said document(s), the **DEPARTMENT** shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The **CONTRACTOR** shall not copyright any material and products or patent any invention developed under this **CONTRACT/AGREEMENT**.

10.2 The **CONTRACTOR** guarantees that upon termination of any personnel under this **CONTRACT/AGREEMENT** that they shall bear the responsibility of immediately returning all **DEPARTMENT** property (if applicable) to the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)**. In the event that the **CONTRACTOR** is unable to return the said items they shall notify the **DEPARTMENT** or the **Department's Project Manager, District Right of Way Surveyor (or his/her designee)** and bear any costs associated with ensuring the security of the **DEPARTMENT**.

11.0 The CONTRACTOR shall agree to the following:

Upon execution of this **CONTRACT/AGREEMENT** the **CONTRACTOR** agrees to the following terms and conditions:

11.1 The **CONTRACTOR** agrees that they shall provide the services for the periods required under this **CONTRACT/AGREEMENT**.

11.2 The **CONTRACTOR** agrees that they shall provide payment to all **Personnel/Sub-Contractor(s)/Sub-Consultant(s)** performing the services required under this **CONTRACT/AGREEMENT**.

11.3 The **CONTRACTOR** agrees that they are an independent contractor with respect to the services being provided under this **CONTRACT/AGREEMENT** and shall be responsible for providing any salary or other benefits to the **Employees/ Sub-Contractor(s)/Sub-Consultant(s)** performing the services required under this **CONTRACT/AGREEMENT**.

11.4 The **CONTRACTOR** agrees that they shall be responsible for making all appropriate tax, social security, Medicare and other withholding deductions and payments required of Employers by this **CONTRACT/AGREEMENT** and any other local, state and federal laws, regulations and guidelines that apply to the type of services being performed.

11.5 The **CONTRACTOR** agrees that they will provide worker's compensation insurance coverage for its contract employees and will make all appropriate unemployment tax payments and shall provide general liability insurance for the duration of this **CONTRACT/AGREEMENT**.

- 11.6 The **CONTRACTOR** shall not bill the **DEPARTMENT** for performing the required services under this **CONTRACT/AGREEMENT** more than the rate established in the **Exhibit “C” Price Proposal** for the type of services being performed.
- 11.7 That this employer is an equal opportunity employer and refers Contract Employees, regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law.
- 11.8 The **CONTRACTOR** agrees to comply with all laws, ordinances, regulations and code requirements applicable to the work contemplated herein.
- 11.9 The **CONTRACTOR** agrees that any damages, penalties, and/or fines imposed on the **DEPARTMENT** or the **CONTRACTOR** for failure to obtain any and all required licenses and/or permits shall be borne by the **CONTRACTOR**.
- 11.10 That the **CONTRACTOR** has thoroughly read, understands and agrees to all the terms and conditions of this **CONTRACT/AGREEMENT**.