

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

**DISTRICT FOUR DISTRICTWIDE APPRAISAL AND APPRAISAL REVIEW SERVICES**

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**I. DESCRIPTION**

Services shall include the preparation of appraisal reports estimating market value of real estate interests associated with assigned projects/parcels, preparing appraisal reviews of project/parcels as assigned, preparing right of way cost estimates as assigned, as well as other miscellaneous valuation related services the Department shall deem appropriate. The Vendor shall be responsible for all work necessary and incidental to the completion of said items as assigned unless otherwise noted herein. Such work may include the management and administration of subcontractors, together with the preparation of such studies as site planning, architectural, cost to cure or any other specialty services deemed necessary and required to produce credible valuation estimates and/or products to satisfactorily complete the Scope of Services. The Vendor will be required to subcontract services beyond their area of professional expertise.

The Appraiser of Record must be a Florida State Certified General Real Estate Appraiser with three years of eminent domain experience or equivalent experience deemed acceptable to the Department.

**II. OBJECTIVES**

The Vendor shall perform, and engage subcontractors as needed, to meet the requirements of these Scope of Services. Elements of work shall include, but not limited to, the preparation of appraisal reports, performing review appraisal services, preparing right of way cost estimates, consulting, litigation support services, along with other services referenced in the Scope of Services.

All services shall be performed in accordance with the current Uniform Standard of Professional Appraisal Practice (USPAP) and current FDOT Supplemental Standards of Appraisal.

**III. DEFINITIONS**

- A. Acceptance: When authorized valuations services and/or work product have been reviewed by Department and determined to be in compliance with USPAP, FDOT Supplemental Standards of Appraisal and/or the Scope of Services.

- B. Appraisal: A written statement, independently and impartially prepared by a qualified Appraiser, setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
- C. Appraiser of Record: The individual appointed by the Vendor to manage, administer and oversee all necessary and related work, and who will serve as signatory in all matters associated with, and in support of, these Scope of Services.
- D. Assignment: Any valuation related service authorized by Department with issuance of a Letter of Authorization.
- E. Basic Services: Those work activities associated with delivery of the initial written appraisal reports for each parcel identified as part of any assignment.
- F. Deputy Right of Way Manager – Valuation (DRWM-V): The manager of all Appraisal, Appraisal Review and Right of Way Cost Estimating.
- G. FDOT Supplemental Standards of Appraisal: The Department's appraisal and appraisal review standards as referenced in the Right of Way Procedures Manual (Sections 6.1 and 6.2).
- H. Letter of Authorization (LOA): A document prepared by the Department authorizing the appraiser and any subcontractors to commence work on a specific appraisal assignment. Any work performed by the appraiser or subcontractors without a signed Letter of Authorization issued by the Department shall be considered non-compensable.
- I. Letter Update: A supplement to a previously submitted appraisal report which offers an updated, or current, date of value. The Department may request a letter update if significant changes to either the subject property and/or market conditions are not anticipated.
- J. Optional Services: Those work activities associated with updates of appraisal reports, appraisal of revised or additional parcels, and litigation support services.
- K. Parcel: The portion of a subject property comprising a defined interest to be acquired (e.g., fee simple, easement).
- L. Review Appraiser: The Department representative responsible for the review and approval of appraisal work product prepared by the Vendor. This individual may be a Department staff personnel or a vendor serving in the capacity of reviewer as assigned by the Department.

- M. Subject Property: The parent ownership from which an interest or interests are to be acquired.
- N. 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.

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

- A. Written Appraisal Report: All written appraisal reports shall be prepared in compliance with USPAP and FDOT's Supplemental Standards of Appraisal in effect as of the date of the report. All photographs shall be digitized and printed into the appraisal report.
- B. Comparable Sales Data Book: If assigned, data books and any supplements thereto shall be prepared in compliance with the current version of USPAP and FDOT's Supplemental Standards of Appraisal in affect as of the date of the Data Book.
- C. Updates: All required updates shall be prepared in compliance with USPAP and FDOT's Supplemental Standards of Appraisal in effect as of the date of the report.
- D. Letter Updates: All letter updates shall be prepared in compliance with the current version of USPAP and FDOT's Supplemental Standards of Appraisal in affect as of the date of the report.
- E. Written Review Appraiser Statements: All written Review Appraiser Statements (RAS) shall be prepared in compliance with the current version of USPAP and FDOT's Supplemental Standards of Appraisal in affect as of the date of the review.
- F. Right of Way Cost Estimates: Right of Way Cost estimates shall be prepared in accordance with instructions provided by the Deputy Right of Way Manager – Valuation or other individuals as assigned by said Manager.

#### **V. BASIC SERVICES**

- A. Comparable Sales Data Book: If requested to prepare a Comparable Sales Data Book, the Vendor shall submit one (1) original paper and electronic copy to the Department on or before the delivery date noted on the assignment's Letter of Authorization.

B. Written Appraisal Report:

1. Appraisal Services: The Vendor shall perform, or have performed, all services necessary to develop an estimate of market value for parcels identified by the Department. The Vendor is to deliver one (1) original paper copy of the written appraisal report to the Department for each parcel, plus and five (5) additional paper copies and one (1) electronic copy upon request by the Department.
  - a. Zoning: Determine and verify zoning designations for each parcel with appropriate governmental entity. Determine and verify the zoning status of the parcel prior to the Department's acquisition, with respect to existing and pending variances, non-conforming uses (legal or illegal), and any previous or pending zoning or land use applications. Determine the impact of the Department's acquisition on the parcel's zoning status.
  - b. Comprehensive Land Use Requirements: Determine and verify the comprehensive land use plan status of each parcel with the local Planning Department, including the status before and after the Department's acquisition.
  - c. Concurrency: Obtain concurrency ordinances from municipal and county governments and determine the concurrency status of each parcel before and after the Department's acquisition.
  - d. Impact Fees: Determine and verify any change in impact fees for each parcel after the Department's acquisition and provide a complete breakdown of all impact fees applicable to the parcel.
  - e. Cost to Cure Estimate: Develop the most feasible cure for the subject parcel by evaluating the factors described herein and other pertinent site and regulatory factors as may be appropriate. This includes securing formal approvals of cures where the Department has legal standing to submit proposed cure plans. It is the responsibility of the Appraiser of Record to determine if a cure is economically feasible, physically possible, legally permissible and supported in the market. If in the appraiser's opinion a cure proposal meets the noted criteria, the estimated cost of the cure is developed based on the selected alternative with consideration to building and site improvements, changes to access and drainage, any and all relevant and applicable fees and costs, and all other cost factors as appropriate for the cure plan.
  - f. Environmental Regulations: Investigate the current environmental regulations from the appropriate federal, state, municipal, county and

other regulatory agencies. Determine and verify the effect of environmental regulations on each parcel before and after the Department's acquisition. Determine special items related to the cost to cure estimate with regard to factors related to environmental regulation.

- g. Parcel Sketch: Provide limited purpose sketches for each report depicting existing and proposed conditions of the subject property, including building improvements, parking configuration, ingress/egress points, right of way lines, proposed parcel(s) to be acquired, easements, utilities, building overhangs, and on-site traffic patterns, etc. In jurisdictions where the Department has legal standing to submit cure plans for review, provide any and all necessary and required documentation, including complete property surveys.
- h. Site Inspection: Inspect the subject parcel site with the Department's employees and consultants, as required by the Department.
- i. Assessment History: Include a summary of any property owner challenges to ad-valorem property assessments and the basis for such challenges.
- j. Parking Lot Analysis: Evaluate the parking design of the subject parcel before the Department's acquisition with respect to the potential number of spaces, configuration and layout, adherence to zoning and applicable design standards, encroachments on existing right of way, and any lease, easements, or other cross parking or joint use arrangements applicable to the site. After the acquisition, evaluate and analyze conditions and propose a parking configuration that complies with applicable zoning and parking lot standards.
- k. Site Drainage: Evaluate adequacy of existing on-site drainage after the Department's acquisition and, if necessary, develop alternative drainage solutions, including the potential usage of the Department's drainage system if adequate drainage cannot be accommodated on-site.
- l. Site Access (Ingress & Egress) Requirements: Identify location, width and adequacy of access points (driveways) in the before condition. Provide information concerning the allowable width and location of driveways after the acquisition based on current access management requirements of the appropriate jurisdiction. The appraiser is responsible for evaluating the effect, if any, of access changes on the value of the remainder property.

- m. Building Floor Plans and Structural Designs: If structures situated on the subject property are to be affected by the Department's proposed right of way acquisition, provide drawings of the improvements before and after the acquisition.
  
- n. On-Site Traffic Studies: Provide a written analysis of the on-site traffic circulation pattern and parking utilization prior to the Department's acquisition. Formulate, analyze, and select an on-site traffic circulation pattern after the Department's acquisition.
  
- o. Signs: The appraiser shall determine and report the ownership of any sign located within the proposed acquisition. If uncertain of Department appraisal procedures in the valuation of Outdoor Advertising (ODA), On-premise or Monument signs, the appraiser is to contact the Deputy Right of Way Manager – Valuation.
  - 1. Outdoor Advertising Signs (ODA): Outdoor Advertising Signs must be appraised in accordance with the case styled DOT v. Heathrow Land & Development Corporation, 579 So. 2d 183 (Fla. 5<sup>th</sup> DCA 1991).
  
  - 2. On-Premise Signs: On-premise signs are those which advertise businesses on a given property and commonly come in two varieties, pole or permanent monument. Appraisals of properties with monument signs must include the valuation of the monument sign. Unless otherwise instructed, appraisals of properties with pole signs are not to include the valuation of the sign. However, regardless of the sign type, appraisers are required to identify a suitable location where affected signs could be relocated as part of any proposed cure. In addition, appraisers must analyze and consider the effect any relocated sign might have on the value of a cured remainder property.
  
- p. Americans with Disabilities Act: The appraiser should make any necessary assessment of the subject improvements to determine conformance with ADA standards in both the before and after situations and determine any necessary requirements that existed prior to the acquisition, as well as those placed on the remainder property as a consequence of the acquisition, and evaluate the compensability of any damages in accordance with existing case law.
  
- q. Photographs: There should be copious amounts of photographs within each appraisal report providing comprehensive and wide-ranging views

of the subject property, as well as the proposed acquisition areas, including all improvements.

- r. Contamination: The Department will provide any contamination report prepared in connection with planned right of way acquisition projects. The appraiser will consider the effects any contamination, or any remediated or cleaned contamination condition (stigma), may have on a property's market value. The Deputy Right of Way Manager – Valuation should be consulted for additional instructions.
- C. Support Services: The Appraiser of Record shall not perform services beyond his/her professional ability. It is the responsibility of the Appraiser of Record to invoke the services of qualified experts in whatever area, be it professional or other specialty services, deemed pertinent and vital to adequately address the appraisal problem associated with proposed acquisitions, and which ensure that all appraisal reports produced are credible and defensible.
- D. Date of Valuation: Unless otherwise agreed to in writing by the Department, the date of valuation for Negotiation and/or Order of Taking reports shall be the date of the Vendor's last inspection of the property and shall be no more than twenty (20) days prior to receipt of the appraisal report by the Department. If the Vendor is requested to make corrections on any reports and the corrections are not received within fourteen (14) calendar days, the date of value for this appraisal report must be within twenty (20) days of the receipt of the corrections. Reports prepared for trial purposes will reflect a specified value date, the Department's date of deposit in the case. This date should be requested from the Deputy Right of Way Manager – Valuation.
- E. Delivery Dates for Services: The Vendor shall submit complete appraisal reports (in writing) to the Department no later than the delivery date set forth by the Department in a Letter of Authorization (LOA). The Department may extend an appraisal due date or any due date for corrections/modifications of any deficiencies. Extensions shall be authorized in writing by the Deputy Right of Way Manager – Valuation or designee. Extensions requested by the Vendor shall be in writing and include an explanation explaining the need for the extension.
- F. Appraisal Review:
1. Appraisal Review Services: The Vendor shall be responsible for the review of each assigned real estate appraisal prepared on behalf of the Department by either Department staff appraisers, another contracted Vendor, or those reports prepared on behalf of property owners and provided to the Department for review.

The following items shall be performed and/or addressed on each assignment:

- a. Field inspect each subject property and all associated market data contained within the appraisal reports.
  - b. Review each appraisal report and assess its compliance with USPAP and the Department's Supplemental Standards of Appraisal, and perform said review in accordance with the Department's Right of Way Procedures Manual.
  - c. Coordinate with the Appraiser of Record on all reviewed reports to secure any necessary revisions or modifications to ensure compliance with all applicable standards and procedures.
  - d. Suggest to the Department the appropriate compensation due to property owners for the proposed acquisitions. In cases where more than one report is submitted, the Review Appraiser is to select which report best supports the value opinion suggested.
  - e. Prepare and submit a completed Review Appraiser's Statement (RAS) for each report, including a standard Certificate of Value. The appraisal review shall conform with Standard Rule 3 of USPAP. The Review Appraiser may attach a Supplemental Certificate, but refrain from making revisions to the certificate in the Department's Right of Way Procedures Manual.
  - f. The Review Appraiser shall be responsible for all clerical and other support necessary for completion of the review assignment and costs for such are included in the unit prices for each review.
  - g. Invoices shall be submitted with a completed Review Appraiser's Statement noting suggested compensation, required copies of approved report, and the appraiser's invoice.
  - h. Advise the Deputy Right of Way Manager - Valuation of any appraisal with a parcel market value exceeding \$1,000,000.
2. Delivery Dates for Review Services: The Vendor Review Appraiser shall submit a complete, written Review Appraiser's Statement to the Department as assigned and noted in the Letter of Authorization. Failure to submit in accordance with the schedule noted in said Letter of Authorization shall result in the assessment of liquidated damages against the Vendor Review Appraiser pursuant to terms

outlined in the contract's Method of Compensation. The Department may extend the date of delivery when deemed warranted and shall authorize such extensions in writing.

## VI. OTHER SERVICES

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

- A. Updates: The Vendor may be required to update the estimate of market value for parcels as required and to deliver one (1) original and five (5) copies, and one (1) electronic copy of the updated report to the DRWM-V.
- B. Litigation Support Services: The Vendor and/or subcontractor(s) may be required to perform litigation support services on those parcels set forth by the Department. Litigation services may include, but are not limited to, the following:
  - 1. Pre-trial or pre-hearing preparation.
  - 2. Participation in mediation proceedings.
  - 3. Preparation of court exhibits.
  - 4. Attendance at depositions, pre-trial hearings, or other court hearings.
  - 5. Appearance at Order of Taking hearings or trials.
  - 6. Any other services deemed necessary by the Department to successfully litigate and defend the Department's position in court.
- C. Other Appraisal Consulting Services: The Vendor and/or subcontractor may be required to perform right of way cost estimates, market analyzes or other appraisal support consulting services on those projects and/or parcels set forth by the Department. Work to be performed and due dates will be established in a Letter of Authorization to the Vendor.

## VII. GENERAL

- A. Meetings: The Vendor and subcontractors agree to meet with the Department's employees at the discretion of the Appraisal Project Manager or DRWM-V to discuss the progress of any appraisal assignment.
- B. Appraisals for Property Owners: The Vendor agrees to not engage in any property owner or tenant appraisal work on any project for which the Vendor has performed services under this contract without prior written consent from The Department's Director of Transportation Development or designee, who will have sole discretion on such matters. The Vendor shall first submit a written request to the DRWM-V who in his/her discretion will submit said request to the Director of Transportation Development for written consent.
- C. Subcontractors: The Vendor may employ qualified subcontractors, as approved by the Department, not otherwise named in the Agreement necessary to complete services outlined herein. The Vendor will be responsible for the management, scheduling, and administration of all subcontractors, including invoice processing and payment to the subcontractors.

## VIII. DEPARTMENT RESPONSIBILITIES

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

**IX. APPRAISER OF RECORD**

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

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

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

Vendor Signature: \_\_\_\_\_

Vendor Name Print: \_\_\_\_\_

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

Appraisal of Record Name Print: \_\_\_\_\_