

SCOPE OF SERVICES
RIGHT OF WAY CONSULTANT SERVICES
FM No. 429222-3-42-01

1.0 BACKGROUND

This contract requires Consultant Services within the geographical boundaries of District Four. The geographical boundaries are inclusive of Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties as well as the South Florida Rail Corridor in Miami-Dade County. The Florida Department of Transportation (Department or FDOT) will not identify or provide representation of parcel types prior to award of this contract. This contract is to be utilized on an as needed basis. The consultant may perform any or all of the following services at the Department's discretion. (The Department does not guarantee any minimum or maximum number of assignments). As services are identified, the Department shall issue a Task Work Order (TWO) to accomplish the required services. The Department requests written proposals from qualified firms to perform services that are to include, but are not limited to, acquisition services, business damage analysis, business damage claims negotiations, relocation assistance, relocation assistance review, preparation of suit information and lawsuit packages, property management functions, and Right of Way Management System (RWMS) input.

Consultant shall make available the necessary personnel, facilities and materials to perform the required services through its own employees, joint venture employees or employees of subcontractors. Upon request, the Consultant shall be required to provide the following services:

- | | |
|------------------------------------|-------------------------------------|
| (a) Right of Way (R/W) Acquisition | (d) Property Management |
| (b) Relocation Assistance | (e) Business Damage Analysis/Review |
| (c) Production Control | (f) Business Damage Report |

Services will not include appraisal preparation. Consultant will be responsible for sending out any property owner and business owner notification letters as deemed necessary by the FDOT Project Manager. The Department has allotted a maximum amount of time for the completion of this contract, which is 60 months or as otherwise extended in accordance with the terms of the agreement. The estimates of numbers of properties and displacements may be subject to change. The Department will provide R/W appraisals, which will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all amendments thereto.

2.0 CONSULTANT RESPONSIBILITIES

Consultant shall be responsible for all R/W functions as defined in this Scope of Services and referenced manuals and procedures.

The projects for which the services are required are:

Financial Project ID: Various

Federal Project ID: Various

Consultant shall provide technical personnel meeting the requirements set forth in Section 10.0 of this Scope of Services in appropriate numbers and at the proper times to ensure that the responsibilities assigned under this Agreement are effectively carried out. All R/W tasks shall be performed in accordance with the guides, standards, procedures and directives that are a part of this Agreement, either directly or incorporated herein by reference.

3.0 **DEFINITIONS**

- (a) **Business Damage Analysis/Review:** A specific type of assignment that describes the impact of a R/W acquisition on the income, expenses and/or profits of a particular business
- (b) **Consultant:** The consulting firm retained by the Department to perform the R/W tasks described in this Scope of Services.
- (c) **Core Process Mapping:** Department performance measures that identify processes and target goals for each R/W functional area.
- (d) **Department:** The Florida Department of Transportation (FDOT).
- (e) **Deputy R/W Manager - Valuation:** The FDOT staff member responsible for providing technical supervision and guidance to the Consultant in the areas of real estate appraisal and/or appraisal review.
- (f) **FDOT Project Manager:** The FDOT staff member with overall responsibility and authority to manage the R/W tasks of the Consultant.
- (g) **Production:** The unit for which the FDOT Project Manager works.

4.0 **DEPARTMENT RESPONSIBILITIES**

- (a) FDOT will furnish to Consultant the internet address of FDOT's R/W Procedures Manual in effect at the time of execution of the Agreement and provide subsequent revisions thereto issued during the life of the contract.
- (b) FDOT will furnish the standard forms required to carry out the technical tasks pursuant to this Agreement.
- (e) FDOT will furnish all R/W maps, title searches (via E-Title) and construction plans available at the time of issuance of each TWO and provide subsequent revisions issued during the life of the Agreement. FDOT will furnish all appraisals, any appraisal updates and all appraisal reviews. FDOT will provide access to RWMS upon request by Consultant.
- (d) FDOT shall review, approve and execute lease agreements prepared by Consultant on Department lease forms.

- (e) FDOT shall review and approve requests for warrants.
- (f) FDOT shall prepare and prosecute civil action and/or eviction proceedings against tenants.
- (g) FDOT shall coordinate with other state agencies to resolve problems relative to parcels cited as hazardous waste sites.
- (h) Consultant shall be entitled to rely upon that information that may be provided them from time to time from the Department or others on behalf of the Department, but excluding any sub-consultants of Consultant, as being full, true, accurate, and correct and, therefore, Consultant shall have no liability for the accuracy and correctness of such information. Consultant shall, however, call to the Department's attention any errors or deficiencies noted in such information provided by others and assist, to the extent practicable, the Department in the identification and resolution of same. Information referred to above includes, but is not limited to, R/W maps, drawings, legal descriptions, sketches, title reports, title information, construction plans, and the like, including all other information to be provided to Consultant by others and necessary for the completion of Consultant's work under the Agreement. It is the Department's intention, however, to hold Consultant fully responsible for verifying and obtaining information concerning the status of title that is available to Consultant during its on-site inspections of the individual parcels, and to the extent practicable, verifying documents and information provided by the Department and identifying obvious deficiencies concerning same. Consultant agrees to incorporate the provisions of this paragraph into any subcontract into which it might enter with reference to the work performed under this Agreement.
- (i) The Department will advise Consultant of parcel acquisition and suit submission schedules to ensure proper coordination of relocation activities for affected parcels.
- (j) The Department reserves the right to complete relocation functions on parcels which, due to condemnation proceedings, continue past the expiration of this Agreement.

5.0 **LIAISON**

Consultant shall be fully responsible for carrying out all functions assigned to it by this Agreement on the R/W project covered by such Agreement. All activities and decisions of Consultant relating to the project shall be subject to review and approval by the FDOT Project Manager. Consultant shall provide coordination of all activities, correspondence, reports, and other communications related to its responsibilities under this Agreement that is necessary for the FDOT Project Manager to carry out his/her responsibilities.

6.0 **COOPERATION AND PERFORMANCE OF THE CONSULTANT**

During the life of this Agreement, the FDOT Project Manager and/or the Federal Highway Administration (FHWA) representative may conduct reviews of the various phases of Consultant's operations. Consultant shall cooperate with and assist the FDOT Project Manager or his/her designee in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by

Consultant in conformance with the Department's recommendations. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation shall not be allowed for remedial action taken to correct deficiencies by the Consultant.

7.0 **TIMEFRAMES FOR ASSIGNMENTS**

All assignments, other than requests for attendance at meetings, will be issued in writing to Consultant. The delivery date for each assignment will be determined mutually and the time necessary for completion of an assignment will vary.

8.0 **DETERMINING COMPENSATION FOR EACH ASSIGNMENT**

The FDOT Project Manager will determine a maximum allotted amount for each assignment utilizing the hourly rate multiplied by the estimated hours required to perform the assignment. The determination will be based on, but not limited to, the following criteria: complexity of the assignment, availability of data, comparison of similar assignments, input from Consultant, necessity of subcontracted specialists, and time frame for completion. Adjustments to the allotted amount may be made by the Project Manager when warranted and Consultant may be required to furnish a written justification for increasing the allotment. This adjustment will be added with a TWO.

9.0 **WORK TO BE PERFORMED BY THE CONSULTANT**

9.1 **GENERAL**

Since this is a districtwide contract (which covers Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties and the South Florida Rail Corridor), the Department does not yet have a determination of the number or type of parcels, displacements, business damage analysis/review, and other task assignments. As services are identified, the FDOT Project Manager will issue assignments to Consultant to perform the requested services by means of a TWO. The duration of services may be extended by a "Letter of Time Extension," if mutually agreed to in writing by the Department and Consultant, provided the rate of compensation does not change and the maximum limiting fee for this Agreement is not reached.

All R/W activities must be performed in accordance with applicable Florida Statutes (F.S.), Florida Administrative Code (F.A.C.) rules, Department policies, and the R/W Procedures Manual.

The following work to be performed by Consultant is applicable to any assigned parcel:

- (a) Any person employed by Consultant for work on this project in any capacity shall be available to testify in any eminent domain proceeding, relocation appeal hearing or any other court matters relating to this project, as deemed necessary by the FDOT Project Manager.
- (b) Consultant shall develop an invoicing system such that all amounts billed to the

Department can be related to the appropriate activity and/or parcel. Consultant must prepare all invoices in accordance with the Department's invoicing service agreements procedure.

- (c) Consultant's Project Manager shall attend meetings and public hearings and consult with local officials as requested by the Department. Consultant may be required to assist in the coordination and presentation of public meetings within the geographic limits of the project. The purpose of the meetings will be to ensure public familiarity with the project and to introduce staff personnel.
- (d) A designated Consultant Project Manager shall be available for project decisions. A qualified negotiation/relocation specialist shall be present during all business hours. Staffing must be appropriate for delivery of relocation assistance payments.
- (e) Consultant shall prepare a response to FDOT Project Manager for all audits and/or quality assurance reviews.
- (f) Consultant shall assist the Department in the coordination with other state agencies to resolve problems relative to parcels cited as hazardous waste sites.
- (g) Consultant shall be responsible for all relevant RWMS data entry. This includes uploading all necessary documents into the Enterprise Electronic Document Management System (EDMS) and other systems, as identified by the Department.

9.2 **ACQUISITION**

(a) **Negotiations**

Consultant shall:

- 1) Conduct in-depth interviews with business owners to determine eligibility for potential business damage claims and obtain appropriate documentation. If a business owner is non-responsive, the attempts to conduct such interviews must be documented appropriately in RWMS.
- 2) Review title searches provided by the Department and verify all title work.
- 3) Review R/W maps and/or R/W sketches and construction plans provided by the Department.
- 4) Verify that legal descriptions, surveys (if provided) and appraisals correspond.
- 5) Notify all fee owners and business owners of their statutory rights pursuant to Chapter 73, F.S., and any and all other applicable sections of the statutes, F.A.C. Rules, and the R/W Procedures Manual.
- 6) Conduct a detailed, door-to-door survey of each project to accurately identify all

businesses operating on property being acquired. The resulting list of businesses must be checked against the records of the Secretary of State to identify any registered agents for those businesses. This check must include all business entities registered with the Secretary of State including, but not limited to, corporations, partnerships, fictitious names, etc. The survey must be current to the date the notice is mailed or personally delivered.

- 7) Pursuant to Section 73.015, F.S., provide upon request from fee owner or business owner a copy of the appraisal report upon which the offer to the fee owner is based; copies, to the extent prepared, of the right of way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection detail.
- 8) Upon the request of the FDOT Project Manager, prepare Agent's Price Estimates. The Agent's Price Estimate can be used for non-complex appraisal problems, on parcels valued at \$25,000 or less. The scope of this assignment is limited to analysis of the market and a conclusion of value. Market analysis may be based on information from data books, appraisal reports or studies done by others for FDOT that are believed to be reliable. If the parcel cannot be negotiated, Consultant shall provide adequate and timely notification to the Deputy District R/W Manager - Valuation that an appraisal report and review are required in order to proceed to an Order of Taking hearing.
- 9) Initiate negotiations by making purchase offer based on approved market value estimate and, if necessary, approved business damages counteroffers, replacement housing payments, and an explanation of relocation benefits.
- 10) Issue all applicable notices in accordance with state and federal policies and procedures.
- 11) Recommend lease-backs, when appropriate, to the Department, and prepare necessary documents for execution upon approval by the FDOT Project Manager.
- 12) Conduct negotiations for the acquisition of each parcel in accordance with all FDOT policies and procedures.
- 13) Negotiate directly with tenants where parcels are being acquired on which tenant owned improvements are located, in accordance with FDOT policies and procedures.
- 14) Assist in coordination with any organization, whether public or private, when requested by the Department, for the purposes of identifying, investigating and/or remediating any environmentally unsafe condition on any parcel.
- 15) Thoroughly document in RWMS all contacts with any parcel interest holder and/or

his or her representative(s).

- 16) Establish and maintain an accurate and complete working file for each parcel. All documents identified in District 4's Cloud Uploading Guide shall be saved to the cloud per District guidelines with the uploads of documents completed within seven (7) calendar days of receipt.
- 17) At the closing or after the date of deposit, deliver/send a Customer Satisfaction Survey to the property owner.

(b) Business Damages

A qualified Certified Public Accountant (CPA) may perform any or all of the following services at the Department's discretion:

- 1) Determine whether each business to be examined meets the requirements of Section 73.071 (3) (b), F.S., including, but not limited to:
 - a. Less than the entire business property is being acquired by the Department;
 - b. The business has been established for five (5) years or more as of the anticipated date of acquisition; and
 - c. The business is owned by a party whose lands are being acquired by the Department and is located on lands adjacent to those taken.
- 2) Visit each business examined to determine the probable impact of the partial taking on the business operation.
- 3) Interview the business owner and/or any designated representative to the extent necessary to ensure that a complete understanding of the business operation is obtained.
- 4) Analyze business damage claims/offers from affected businesses on the Department project(s). Present a business damage analysis for the Department to utilize in making counteroffer(s). All business damage analyses submitted will be subject to review by the Business Damage Review Committee. Reviews will be performed by the Department and/or by a qualified registered State of Florida CPA.

All assignments (other than requests for attendance at meetings) will be issued in writing to Consultant. The delivery date for each assignment will be determined mutually and the time necessary for completion of an assignment will vary; however, the range of time allowed will be based generally on the following:

- a. Eligibility studies: two to three weeks.
- b. Analysis/review (including research): three to five weeks.

- c. Preliminary cost estimates and other research assignments: two to four weeks.
 - d. Review of CPA/business owner reports/claims: two to four weeks.
- 5) Provide consultation services to the Department on matters related to business damages, including, but not limited to:
- a. Perform preliminary cost estimates to the extent possible with limited data on planned, proposed or hypothetical situations. This may include assignments in connection with Department acquisition, eminent domain strategy, pre-litigation mediation and settlement conferences, and/or meetings with the Department's Business Damage Review Committee.
 - b. Conduct research, such as observation of business activities and parking studies, which may include use of photographic or videotaping equipment. This may be performed by the CPA or through employment of specialists.
 - c. Meet in person with the FDOT Project Manager and/or other Department or Consultant personnel to discuss any aspect of this Agreement and the assignments as described above, items 1) through 5).
 - d. Perform a review of business damage report/analysis submitted by other CPAs under contract with the Department, or business owners, for recommendations to the Department for negotiation purposes.
 - e. Review of business owner CPA or business damage expert fees.
 - f. On an as needed basis, provide an update to the business damage analysis/review.
 - g. Serve as an expert witness in legal proceedings, if required by the Department. The fees for these services shall be established if, and when, they are needed.

Consultant shall obtain the business owner's damage offer and accompanying business records and forward to FDOT Project Manager within five (5) working days of receipt and copy FDOT Legal if the eminent domain lawsuit file has been transmitted.

Consultant shall transmit reviewed business damage offers to FDOT's Project Manager for approval by the Department timely upon receipt, and shall make an in-person oral presentation to FDOT's Business Damage Review Committee regarding the taking, appraisal report, other pertinent studies, and business damage reports/analyses. Consultant shall email all presentation documents to the committee members at least three (3) working days prior to the meeting.

If directed to do so, Consultant shall conduct negotiations for business damages with the business owners based on the approved business damage counteroffer.

Consultant shall inspect the subject parcel site with the Department's business damage expert, real estate appraiser and others as requested by the FDOT Project Manager.

All documents shall be uploaded into RWMS (or other electronic storage, per the FDOT Project Manager).

(c) Best and Final Offers

With concurrence of the FDOT Project Manager, the Consultant shall schedule a Best and Final Offer Committee meeting with appropriate personnel for discussion of the outstanding issue(s).

Consultant shall make an oral presentation via PowerPoint at the Best and Final Offer Committee meeting pertaining to the parent tract, area of acquisition and all other related issues impeding settlement. Consultant shall prepare a written summary of the outstanding issue(s) including, but not limited to, real estate, improvements, cost to cure, fixtures, business damages, and relocation that may be preventing settlement of the parcel(s).

Consultant shall discuss any change in value or cost to cure with the Department's Review Appraiser prior to the Best and Final Offer Committee meeting.

(d) Settlement Conference

As directed by the FDOT Project Manager, Consultant shall schedule a settlement conference with the property owner and/or representative and other appropriate personnel for discussion of the outstanding issue(s).

Consultant shall make an oral presentation at the settlement conference pertaining to the parent tract, area of acquisition and all other related issues impeding settlement. The Consultant shall prepare a written summary of the outstanding issue(s) including, but not limited to, real estate, improvements, cost to cure, fixtures, business damages, and relocation that may be preventing settlement of the parcel(s).

Consultant shall discuss any change in value or cost to cure with the Department's Review Appraiser prior to the settlement conference.

(e) Mediation

Consultant may be requested to participate in the non-binding pre-litigation mediation process (up to the Order of Taking), including, but not limited to, scheduling, notification, preparing the mediation report, and presenting the Department's position at the formal mediation hearing.

The mediation report will consist of, but is not limited to, property description, outline of appraisal(s) and a summary of negotiations. Final authority for mediation rests with the Department.

(f) Settlements and Closings

Consultant shall:

- 1) Receive counteroffers from property owners, business owners or their representatives for consideration by the Department and update RWMS and/or other electronic storage accordingly. Consultant shall notify the FDOT Project Manager upon receipt of a counteroffer.
- 2) When appropriate, prepare justifications and recommendations for administrative settlements and submit such recommendations to FDOT's Project Manager for further handling.
- 3) Prepare and process invoices for requesting warrants for settlement and Order of Taking deposits and deposit Order of Taking warrants in accordance with FDOT policies and procedures.
- 4) Conduct all necessary closings and all related activities including, but not limited to, updating the title search, verifying satisfaction of all liens and transfers, submittal to Production of all title documents for recording, collection and payment of prorated real estate taxes, and processing of information for generating Internal Revenue Service (IRS) form 1099S.
- 5) Prepare a preliminary real property/personal property inventory for each parcel in accordance with FDOT policies and procedures, and update same as applicable.
- 6) Review all available information and resolve discrepancies, if any, between parcel inventories, appraisal reports (whether approved or unapproved), relocation inventories, property owner's inventories, and tenant inventories.
- 7) Receive and respond to all inquiries for the sale or lease of (potentially) surplus real property.
- 8) Regularly inspect, determine and document the need for mowing, board-up or rodent control, and so inform the Department.
- 9) Prepare salvage value estimate for improvements to be purchased by the property owner.

(g) Suit Preparation

Consultant shall review title searches provided by the Department, verify all title information, obtain all suit information from property owner and/or assigned acquisition agent, and comply with the Florida Public Disclosure Act.

Under supervision of FDOT's Legal office, Consultant shall provide comprehensive administrative support in the areas of preparation, styling and filing of lawsuit packages, organization and uploading to the cloud of same, and all required photocopying.

(h) Legal Support

Consultant shall provide personnel to assist FDOT's attorneys in obtaining Orders of Taking including, but not limited to, providing testimony (during the life of the contract), responding to interrogatories and preparation of pleadings and lawsuits.

Consultant, and Consultant's sub-consultants, may be required to perform litigation support services on those parcels identified by the Department. Litigation support services may include, but may not be limited to, the following:

- 1) Assistance with stipulations to Orders of Taking;
- 2) Pre-Order of Taking or eviction preparation;
- 3) Provision of support information for the preparation of court exhibits;
- 4) Attendance at depositions, fees and cost hearings, or other court hearings;
- 5) Appearance at Order of Taking hearings or trials;
- 6) Any other services deemed necessary by the assigned attorney to successfully litigate and defend the Department's position at the Order of Taking hearing or eviction proceedings.

9.3 RELOCATION

Relocation assistance to each displaced person shall be in accordance with the standards required in the Department's R/W Procedures Manual, F.A.C. rules and the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended. Further, the Consultant shall:

- (a) Establish and maintain an accurate and complete working file for each displacee. All documents shall be uploaded into RWMS (or other electronic storage, per the FDOT Project Manager) within three (3) working days of receipt.
- (b) Comply with all requirements, policies and procedures of the Department.
- (c) When requested, prepare Conceptual Stage Relocation Plans in accordance with the Department's R/W Procedures Manual.
- (d) If directed to do so, research and prepare a Relocation Needs Assessment Survey in accordance with FDOT's R/W Procedures Manual, and submit to the FDOT Project Manager for review and FDOT Relocation Administrator approval.

This Relocation Needs Assessment Survey must be submitted within sixty (60) days of the date of the appropriate TWO.

Said Relocation Needs Assessment Survey shall include, but is not limited to, the following:

- 1) Relocation surveys;

- 2) Accurate relocation schedules;
 - 3) Pertinent census data;
 - 4) Inventories of characteristics and needs of individuals, families and business operations to be displaced;
 - 5) Inventories of comparable decent, safe and sanitary replacement dwellings available for sale or rent;
 - 6) Inventories of available business relocation sites for sale or rent;
 - 7) Current relocation cost estimate;
 - 8) Results of business interviews conducted via a detailed door-to-door survey to obtain information regarding a business's replacement site requirements, current lease terms and other contractual obligations and financial capacity of the business to accomplish the move. Document any expressed need for outside specialists that will be required to assist in planning the move and identify personalty/realty issues;
 - 9) Inventories of business displacees, ownership interests and potential eligibility for business damages should be noted. The resulting list of businesses must be checked against the records of the Secretary of State to identify any registered agents for those businesses. The surveys must be current to the date the negotiations are initiated on the project; and
 - 10) Identification of any need for Last Resort Housing.
- (e) Present all relocation offers to owners and tenants.
 - (f) Maintain up-to-date lists of available replacement housing and business sites.
 - (g) Disclose availability of comparable housing and business locations.
 - (h) Provide relocation assistance in accordance with all FDOT policies and procedures.
 - (i) Calculate all appropriate relocation payments and costs. All computations that determine compensation for owners or displacees shall be prepared, reviewed and approved by separate, qualified individuals.
 - (j) Prepare claim packages and submit to FDOT's Project Manager for review and Department approval.
 - (k) Review any relocation appeal and prepare response for FDOT Project Manager's review and Department approval.
 - (l) Provide personnel to assist FDOT's Project Manager and FDOT's attorney in obtaining

all information pertinent to relocation appeals including, but not limited to, providing testimony during the life of the Agreement and accumulating information.

- (m) Provide field monitoring and documentation of business and residential relocations, when required.
- (n) Prepare and process invoices for requesting warrants for payment of claims.
- (o) Issue and deliver notices to vacate property.
- (p) Notify the FDOT Project Manager of any need for eviction notices.
- (q) Deliver warrants to displacees. The person calculating the payment and the person approving the payment shall not deliver the warrants.
- (r) Thoroughly document in RWMS all contacts with displacees and/or others involved in relocation (at a minimum, contact shall be at 30-day intervals).
- (s) Review all available information and resolve discrepancies, if any, among parcel inventories, appraisal reports (whether approved or unapproved), business damage reports, and all relocation inventories (including property owner and tenant inventories).
- (t) Provide input on the determination of “priority parcels” based on relocation considerations.
- (u) Provide management and control services, including implementation of detailed scheduling and cost control activities, to support R/W Relocation Assistance Support Services.
- (v) Deliver a Customer Satisfaction Survey at the time the displacee moves.

9.4 **PROPERTY MANAGEMENT ADMINISTRATION**

All portions of the “Property Management Administration” section in this Scope of Services shall be applicable to both “acquisition/demolition” units and “demolition only” units referenced herein.

Consultant may be responsible for the following property management functions:

- (a) **General Responsibilities**
 - 1) Prepare a preliminary real property/personal property inventory for each parcel and update the same as appropriate in accordance with FDOT policies and procedures.
 - 2) Have the project corridor cleared of any and all improvements within the time frame dictated by the R/W certification date for the construction project(s). This

includes, but is not limited to, the removal and disposal of any encroachments on existing right-of-way or any improvements located in proposed right-of-way that may or may not be delineated by a parcel number (for example, a roadway reservation).

- 3) Inspect, determine, and document the need for rodent control. If rodent control is required, Consultant shall arrange for extermination services.
- 4) Review vendor invoices and provide information to the FDOT Project Manager in accordance with FDOT policies and procedures for property management services including, but not limited to, demolition, asbestos surveys and asbestos abatement (including the monitoring of demolition and abatement).
- 5) Review all available information and resolve discrepancies, if any, among RWMS, parcel inventories, appraisal reports (whether approved or unapproved), business damage reports, and all relocation inventories, including property owner and tenant inventories.
- 6) Prepare salvage value estimates for improvements that are acquired from the Department by others.
- 7) Maintain an accurate and current working file for each parcel requiring property management services, and forward original documentation to the official Records Management file (through the FDOT Project Manager) within seven (7) working days of receipt. All documents shall be uploaded into RWMS (or other electronic storage, per the FDOT Project Manager).
- 8) Assist in coordination with any organization, whether public or private, when requested by the Department for the purposes of identifying, investigating and/or remediating any environmentally unsafe condition on any parcel.
- 9) Provide all inquiries for the sale or lease of potentially surplus real property acquired during the life of the project to the District Property Management Administrator.
- 10) Inspect all properties, in accordance with FDOT policies and procedures. All inspections shall continue until the actual start of construction, a date that follows the "Notice to Proceed" to the construction contractor. These dates shall be documented in the file and in RWMS.
- 11) Regularly advise the FDOT Project Manager of warranted repairs, lawn maintenance, board-up, and other maintenance services indicated by on-site conditions and respond to any complaints pertaining to the condition of the property. Monitor the work performed to ensure the work is completed timely. Make arrangements to secure corrective services in a manner consistent with Department policies and procedures, if requested by the FDOT Project Manager.
- 12) At the conclusion of the project, submit to the FDOT Project Manager a detailed

report including an inventory of all potential surplus property acquired, such as uneconomic remainders, and a record of all inquiries for the sale or lease of such surplus.

- 13) Be available to testify at any hearing relative to property management and/or environmental concerns during the life of the contract.
- 14) Provide management and oversight services necessary to coordinate, plan, direct, and control R/W activities necessary to certify right of way for construction. These activities must be performed in accordance with applicable Florida Statutes, F.A.C. rules, FDOT's R/W Procedures Manual, and 23 CFR.
- 15) Develop and maintain a production reporting system, in addition to providing information necessary for updating FDOT's Production Status Report, tracking all critical events, both scheduled and actual, for property management activities. This includes the tracking and status of resolution of encroachments.
- 16) Assist the Department in the administration of contracts, if needed. This includes, but is not limited to, contracts for maintenance services, asbestos consulting services, asbestos abatement, demolition, architectural services, general contracting, and activities required to address and resolve any and all environmental issues.
- 17) Coordinate with the Department's Planning and Environmental Management Office regarding the resolution of environmental issues including, but not limited to, soil and groundwater contamination, as requested by the FDOT Project Manager.

(b) Lease-Back Management

- 1) Recommend to the Department the leasing of acquired property back to the owner or tenant, when appropriate, and prepare necessary documents for execution.
- 2) Collect rental payments, only in the form of check or money order, made payable to the State of Florida Department of Transportation; prepare and process required invoices for transmittal of rental payments in accordance with FDOT policies and procedures and forward to the FDOT Project Manager.
- 3) Provide the Department with a monthly accounting of all rents due, collected and delinquent during the given month.
- 4) Monitor delinquent payments, issue delinquency notices and attempt to collect delinquent payments; promptly update RWMS.
- 5) Advise the Department of cases where eviction proceedings are indicated, whether for delinquent rental payment or any other reason.
- 6) Arrange for transfers of utility services and billing to the Department's name when necessary, prepare and process required invoices for payment of utilities in

accordance with FDOT policies and procedures. Advise all utility services to disconnect service and remove equipment prior to demolition of improvements on each parcel.

(c) Demolition

Consultant shall assist the Department in the administration of demolition, architectural, general contractor, and/or land planner contracts as warranted to accomplish the activities below in accordance with the Department's policies and procedures for competitive bidding, if needed.

- 1) After an asbestos survey has been conducted and approved by Consultant staff holding appropriate EPA certification and after asbestos abatement activities, if any, have occurred, ensure that all improvements within the right of way are demolished when instructed to do so by the Department.
- 2) Provide adequate field supervision of asbestos abatement and demolition activities to ensure compliance with all Department policies and procedures as well as all terms of the demolition contract, especially compliance with the date(s) specified in the NESHAP (National Emission Standards for Hazardous Air Pollutants) notice(s).
- 3) For any miscellaneous demolition activities including, but not limited to, sign demolitions that are included in the Scope of Services of a demolition contract, Consultant must complete the demolition activity in order to be paid for an acquisition unit type that is categorized as "... with demolition."

(d) Environmental Management and Administration

Consultant shall assist the Department with the following activities:

- 1) Coordination with any organization, whether public or private, when requested by the Department for the purposes of identifying, investigating and/or remediating any environmentally unsafe condition on any parcel.
- 2) Coordination with the Department's Planning and Environmental Management Office regarding the administration of that office's contracts for the decommissioning and removal of all affected pollutant storage tanks (above and below ground). Tank removal projects shall be conducted pursuant to all federal, state and local standards and shall include those activities necessary to address environmental contamination associated with the storage tank system.
- 3) Administration of an asbestos consulting services contract to include, but not be limited to, those activities necessary to conduct asbestos demolition surveys, prepare asbestos abatement specifications, administer abatement contracts, conduct abatement supervision, and carry out final clearance activities. Asbestos consulting activities shall be performed under the direction of a licensed asbestos consultant.
- 4) Administration of contracts for all asbestos abatement and demolition activities, including coordination with the appropriate governmental agencies. Consultant

is responsible to ensure that all NESHAP notifications provided by contractor(s) to the appropriate governmental agencies or to the Local Air Program Office (LAPO) are done in accordance with all FDOT procedures. Regardless of how notice is delivered, the Department requires proof of delivery to the LAPO, i.e., a receipt acknowledging signature from the LAPO, a copy of the LAPO's date-stamped notice, a "green card" if sent via certified mail, or acknowledgement of receipt by e-mail.

Additionally, Consultant shall provide adequate field supervision for all environmental activities to ensure compliance with all Department policies and procedures as well as all terms of the various environmental contracts.

(e) Asbestos

The Consultant shall review all asbestos documents to ensure the documents are properly prepared in accordance with the Environmental Protection Agency's (EPA) Guidance for Controlling Asbestos-Containing Materials in Buildings (a/k/a the EPA Purple Book) and all updates thereto, the EPA asbestos protocol found in 40 CFR Part 763 Subpart E, Section 10.7 of the R/W Procedures Manual, and all other applicable federal, state and local laws and regulations. Reviews will be performed using the Department's checklists designed for these purposes. Reviews will be completed for each survey, O&M plan and set of abatement specifications. The reviewer shall be certified as an Asbestos Inspector and as an Asbestos Management Planner and have a minimum of three (3) years of administrative experience in the asbestos field.

9.5 **PUBLIC MEETINGS**

Consultant may be authorized to perform the following:

- (a) Conduct and/or attend necessary public meetings, workshops or hearings.
- (b) Meet and coordinate with public officials of government agencies and civic groups, as required.

9.6 **TRAINING**

Consultant shall assist in the development and conducting of training programs for Department personnel, when requested to do so.

9.7 **MEETINGS AND REVIEWS**

- (a) Consultant and/or sub-consultant shall make such reviews, attend such meetings and make such contact as are necessary to accomplish the services requested.
- (b) Consultant shall provide a schedule of task milestones if requested by the FDOT Project Manager.
- (c) Consultant shall assist the FDOT Project Manager in preparing for the R/W "hand-off"

meeting with Design, Construction and other personnel, as appropriate, which will occur after the R/W project has been certified for construction. Consultant shall provide a packet, including but not limited to, the following items prior to submittal of the final invoice:

- 1) R/W ownership table (i.e., "parcel register");
- 2) Any agreements that have items/conditions that survive the closing and may impact construction;
- 3) Copies of all license agreements, both executed and not executed;
- 4) A spreadsheet noting each property owner or contact person with name, address, telephone number, and parcel number for all temporary construction easements and license agreements;
- 5) Copies of temporary construction easements, Orders of Taking and Final Judgments that include items/conditions that may impact construction;
- 6) Other pertinent documentation for reference purposes.

9.12 **WORK STOPPAGE**

On those parcels where work is stopped by the Department (including, but not limited to, project cancellation, parcel voids, work units that do not progress through each milepost), Consultant shall be responsible for services including, but not limited to, the following:

- (a) Within five working days of receipt of notice by Consultant that work is stopped, notifying all affected parties of the work stoppage;
- (b) Within five working days of receipt of notice by Consultant that work is stopped, requesting expenses incurred (must include the work product) from all property owners and tenants up to the date of the notification of work stoppage;
- (c) Preparing and processing all claims and invoices for expenses and submitting to FDOT's Project Manager for review and approval;
- (d) Delivering warrants for expense reimbursement to applicable property owners and tenants. The person preparing the payment shall not deliver the warrants; and
- (e) Ensuring that all RWMS input, including the uploading of documents, is completed for the task to be considered accomplished.

After completing final parcel activity for affected property owners and tenants, Consultant shall retire and merge the agent's field file in accordance with the "Merging files" paragraph in the Records Maintenance section (9.13) of this Scope of Services. Consultant shall be paid for the milepost in which they are working at the time of work stoppage, plus the final

milepost for file retirement/merging except for Business Damages, as outlined in “Business Damage Claims.”

All contacts with property owners and tenants shall be thoroughly documented in the file and in RWMS.

9.13 **RECORDS MAINTENANCE**

- (a) Receive, appropriately process and handle Chapter 119, F.S. requests.
- (b) Maintain all files and distribute all documents in accordance with the requirements of the Department.
- (c) Assist the Department with the maintenance of the official records management files as necessary to assure the integrity of the files by uploading parcel documentation to FDOT's Project Manager or designated recipient per the previously stated timeframes.
- (d) Turn over all files to the Department upon completion of the project.
- (e) Keep all files accessible and available to the FDOT Project Manager during all business hours for the life of the contract.
- (f) Review the official FDOT file and Consultant’s working file to ensure all required original documents are filed with the official FDOT Records Management section.
- (g) Merging files: Consultant shall merge the agent’s field file with the official Records Management file. This must be done at the District Four office. This task shall include, but shall not be limited to, reviewing RWMS and the Parcel Register to verify and ensure that all interests on each parcel are satisfied and that all required documents, including all conveyance documents, are placed in the Records Management file and uploaded into RWMS or other electronic storage. All documentation shall be placed in reverse chronological order. Any duplicate documents must be removed from the file. This file merging process shall be completed by Consultant within sixty (60) days after title transfer on an acquisition file, or within sixty (60) days after completion of the final relocation activity for relocation files. All files shall be tabbed per the FDOT Project Manager’s guidelines. The Consultant Project Manager shall certify to the FDOT Project Manager that the above-mentioned tasks have been completed.

9.14 **PRODUCTION CONTROL**

A monthly production meeting, at a minimum, with FDOT's Project Manager and appropriate Consultant personnel is required to discuss the current status of the overall project schedule, noting exceptions and suggesting actions required to correct the schedule if an activity is falling behind. Updates to the Production Status Report (PSR) for the assigned project shall be provided to the appropriate staff, as identified by the FDOT Project Manager, at least five (5) working days prior to the meeting.

It is also important that Consultant adhere to the Department's parcel acquisition and expenditure plan, which identifies the number of parcels and amount of expenditures projected for a given project per month, for any assigned project. Whenever possible, Consultant shall be asked to provide input into development of that plan and, once finalized, Consultant shall manage to the plan unless circumstances prevent doing so. When this occurs, Consultant shall provide a detailed explanation to the FDOT Project Manager.

Consultant must develop and maintain a business damage reporting system that tracks all critical events, both scheduled and actual, for each parcel on the project. Consultant is responsible for inputting data regarding business damages into RWMS and uploading business damage documents in RWMS or other electronic storage. Consultant shall implement a tracking system to ensure RWMS is checked on a monthly basis, or more frequently as requested by the FDOT Project Manager, to ensure proper entries and corrections have been accurately recorded in a timely manner and to ensure the timely uploading of documents into the designated electronic storage system.

Consultant shall input production data, including the uploading of documents necessary to maintain RWMS (or other electronic storage), in accordance with FDOT policies and procedures. Consultant is responsible for correcting any RWMS deficiencies at no additional compensation.

Consultant is also responsible for preparing all documentation necessary for the initial R/W certification as well as all updates deemed necessary by the Department. Consultant shall certify, in writing, to the FDOT Project Manager that RWMS is accurate and updated and the project is ready for certification in accordance with FDOT policies and procedures.

9.15 **QUALITY ASSURANCE PROGRAM**

(a) **Core Process Mapping (CPM) Reviews**

Consultant shall conduct CPM reviews of the Department's Records Management and electronic files to ensure compliance with requirements cited in the Scope of Services and all Core Process Mapping measures. While there is an official report required for CPM measures on a quarterly basis, Consultant shall conduct a review on a monthly basis.

Consultant shall provide the FDOT Project Manager with an explanation of any exceptions discovered by the fifth day of each month for the prior month. When the quarterly reports are due, Consultant shall provide them to the FDOT Project Manager by the fifth day after each quarter ends. Reports shall be in the Department's identified format.

(b) **Quality Assurance Plan**

Within 30 days after receiving award of the contract, Consultant shall furnish a QA Plan to the Department. The QA Plan shall detail the procedural evaluation criteria and instruction to organizational members to assure conformance with the Agreement.

Unless specifically waived, no payment shall be made until the Consultant's QA Plan is approved by the Department.

Significant changes to work requirements may require Consultant to revise the QA Plan to maintain a QA Plan consistent with current work requirements. The Plan shall include, but is not limited to, the following areas:

- 1) Organization – A description is required of Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- 2) QA Reviews – Consultant's QA methods used to monitor and assure compliance with the Agreement requirements for services and products shall be detailed.
- 3) Quality Records – The types of records that will be generated and maintained by Consultant during the execution of this QA program shall be outlined.
- 4) Control of Subcontractors and Vendors – The methods used by Consultant to control the quality of work performed by subcontractors and vendors shall be detailed.

(c) Quality Records

Consultant shall maintain adequate records of the QA actions performed by the consulting organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Department upon request, during the contract term. All records shall be kept at the primary project office.

All records are subject to an audit review. The QA program should have a second level of review. A peer review can be conducted by one of two methods:

- 1) The review could be accomplished internally by Consultant's organizations; or
- 2) Consultant may contract the review with another consultant firm with the FDOT Project Manager's approval, at Consultant's expense.

10.0 PERSONNEL

Consultant shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under this Agreement. Consultant shall utilize only competent personnel who are qualified by experience and education and who are acceptable to the FDOT Project Manager. Consultant may not make changes in personnel working on activities pursuant to this Agreement without the prior written concurrence of the FDOT Project Manager. Any person(s)

that Consultant proposes as a replacement to any person(s) named in this Agreement must have qualifications and experience equal to or exceeding those of the person(s) named herein, as determined by the FDOT Project Manager.

The proposed Consultant and subconsultant technical and support staff must have adequacy of skill, experience and time commitment to carry out the proposed task responsibilities of the project. Consultant must furnish résumés of all personnel proposed to be assigned to a given project. All résumés must indicate the positions held, start dates (month and year) and end dates (month and year). The résumés must delineate specific duties of each position held as they relate to the R/W functions of acquisition, relocation, lawsuit preparation, property management, etc. Also, there must be a name and telephone number given for each employer/client in order for the Department to verify employment and specific experience. Consultant must propose personnel by category of Project Manager, Acquisition / Relocation Specialists, Property Management Specialists, etc. Subconsultant should provide the name and telephone number for each employer in order for the Department to verify employment and specific experience.

Consultant must provide written notification prior to departure of any Consultant personnel assigned to the contract.

11.0 **SUBCONSULTANT SERVICES**

The practice of hiring subcontracted specialists when they are essential to the performance of an assignment is permissible. The subcontracted specialist must be included in the Agreement or added by an amendment. Additionally, the hiring of the subcontracted specialist and the amount to be paid must be approved in writing prior to authorization of services. Consultant will be responsible for the management, scheduling and administration of all subconsultants, including invoice processing and payment to subconsultants. Subconsultants must be qualified and have the required licenses to perform all work assigned to them.

12.0 **COURIER SERVICE**

Consultant shall provide personnel or a courier to deliver/pick up correspondence to/from the Department at least once per week, but appraisals shall be picked up or couriered within three business days of being notified of receipt by Production.

13.0 **LICENSE REQUIREMENTS**

Consultant firm shall be registered with the Florida Real Estate Commission (FREC). The individual designated as the Consultant Project Manager shall be registered as an active, licensed salesperson or broker with FREC. In addition, the minimum requirement for all other Consultant personnel or subconsultant personnel performing real estate functions, especially acquisition, shall be registration with FREC as an active licensed salesperson.

14.0 **COMPLETION RESERVATION**

The Department reserves the right to complete relocation and property management functions on parcels when activities continue past the expiration of the Consultant's contract.

15.0 **TIME FRAME OF SERVICES**

Services under this Agreement may begin upon written notice from the FDOT Project Manager. Individual projects may be authorized during the term of the Agreement.

The duration of services may be extended by a “Letter of Time Extension,” if mutually agreed to in writing by the Department and Consultant.

This Agreement shall remain in full force and effect until services are completed or terminated.

Milepost descriptions are on the following pages

16.0 ACQUISITION MILEPOST DESCRIPTIONS

NOTE: RWMS input, including document uploads in RWMS or other electronic storage, must be completed properly, prior to the submission of an invoice, for each milepost in order for the milepost to be considered achieved.

OWNER / TENANT NOTIFICATION – 20%

Consultant shall earn twenty percent (20%) of the unit rate after mailing owner/tenant notification letters (HB591 Letters / Form No. 575-030-31p).

INITIATION OF NEGOTIATIONS (I.N.) – 20%

Consultant shall earn twenty percent (20%) of the unit rate after the initial offer is made on the parcel.

APPROVED SETTLEMENT/SUIT TO LEGAL – 15%

Consultant shall earn fifteen percent (15%) of the unit rate after approval of the Recommendation for Settlement or the lawsuit is submitted to Legal for review.

WARRANT REQUESTED / SUIT FILED – 15%

Consultant shall earn fifteen percent (15%) of the unit rate after requesting warrant(s) for real estate closings or filing the lawsuit with the Clerk of the Circuit Court.

CLOSING/ORDER OF TAKING DEPOSIT – 10%

Consultant shall earn ten percent (10%) of the unit rate after a real estate closing or funds are deposited in the Court Registry.

PARCEL CLEAR – 10%

Consultant shall earn ten percent (10%) of the unit rate after completion of the initial inventory, field inspection and required demolition activities, if any.

FILE RETIREMENT / MERGING – 10%

Consultant shall earn ten percent (10%) of the unit rate after work is completed, the file is merged with the official Records Management file, and the work is certified to and accepted by the FDOT Project Manager.

16.1 SUIT PREPARATION ONLY MILEPOST DESCRIPTIONS

SUIT TO LEGAL – 30%

Consultant shall earn thirty percent (30%) of the unit rate after the lawsuit is submitted to Legal for review.

SUIT FILED – 30%

Consultant shall earn thirty percent (30%) of the unit rate after filing the lawsuit with the Clerk of the Circuit Court.

ORDER OF TAKING DEPOSIT – 30%

Consultant shall earn thirty percent (30%) of the unit rate after the funds are deposited in the Court Registry.

FILE RETIREMENT / MERGING – 10%

Consultant shall earn ten percent (10%) of the unit rate after work is completed, the file is merged with the official Records Management file and the work is reviewed, certified to and accepted by the FDOT Project Manager.

16.2 LICENSE MILEPOST DESCRIPTIONS

OWNER NOTIFICATION – 30%

Consultant shall earn thirty percent (30%) of the unit rate after mailing/delivering the license to the owner.

FOLLOW-UP/EXECUTION – 40%

Consultant shall earn forty percent (40%) of the unit rate after they receive the executed license.

If the license is not executed, RWMS must contain contacts at least every 60 days reflecting a diligent effort to obtain the license or the milepost will not be considered accomplished. If the agent believes efforts to obtain the license are futile and continued communication with the owner will reflect poorly upon the Department, this must be documented in the file and no payment will be made for the milepost without prior approval of the Department.

FILE RETIREMENT / MERGING – 30%

Consultant shall earn thirty percent (30%) of the unit rate after the license file is retired and accepted by the FDOT Project Manager. RWMS contacts must be bi-monthly, at a minimum, and reflect the effort to obtain an executed license.

16.3 ACQUISITION RELATED ACTIVITIES

Acquisition units shall be defined by the following categories:

- Vacant land
- Residentially improved /no demolition
- Residentially improved / with demolition
- Commercially improved / no business damages / no demolition
- Commercially improved / business damages / with demolition
- Commercially improved / business damages / no demolition
- Commercially improved / business damages / with demolition
- Licenses
- Temporary easements
- Permanent easements
- Suit preparation only
- Demolition only

The category is determined by actual status and not highest and best use projection. If the category of a parcel changes during the life of a project, the unit rate shall be adjusted accordingly. The adjustment would apply to mileposts that may have already been paid. All payments shall be limited to work performed on those parcels authorized by the Department.

The parcel acquisition-related activity fee reflects performance of the following activities: RWMS input, business damage-related activities (other than report/analysis preparation, report/claim reviews and business damage claims negotiation), property management functions (including environmental management and administration and administration of contract tasks for a demolition contractor, asbestos consultant, abatement contractor, general contractor, architect, and/or environmental contractor, if any), separate offers for tenant-owned improvements, and delivery of the business owner/tenant notification letters. Consultant is obligated to complete all specified services within the Total Maximum Limiting Amount established in the Method of Compensation. Consultant acknowledges that the Total Maximum Limiting Amount is adequate for satisfactory completion of the project. The Department shall not be obligated to reimburse Consultant for costs or make milepost payments that result in exceeding the Total Maximum Limiting Amount, except when such amount is increased by a Supplemental Agreement. It is the responsibility of Consultant to monitor that sufficient funding remains within the Total Maximum Limiting Amount to complete the project(s) and there is sufficient time remaining on the contract to complete the work. **Consultant's Project Manager will notify the FDOT Project Manager when the contract is 80% spent and/or when there is six months remaining in the project schedule.**

It is agreed that this amount will be the limit of all compensation due Consultant for completion of the services detailed herein. Contracts for property management activities discussed herein shall be executed between the Department and the demolition contractor, asbestos consultant or abatement contractor. Payment shall be made directly to the demolition contractor, asbestos consultant or abatement contractor by the Department for completed and accepted work.

17.0 BUSINESS DAMAGE CLAIMS / NEGOTIATIONS MILEPOSTS

NOTE: RWMS input, including document uploads in RWMS or other electronic storage, must be completed properly, prior to the submission of an invoice, for each milepost in order for the milepost to be considered achieved.

OWNER/TENANT CLAIM RECEIVED – 15%

Consultant shall earn fifteen percent (15%) of the unit rate after the owner/tenant claim is received.

BUSINESS DAMAGE COMMITTEE MEETING/COUNTEROFFER MADE – 25%

Consultant shall earn twenty-five percent (25%) of the unit rate after the Business Damage Committee Meeting is held and the FDOT initial business damage counteroffer is made on the parcel.

Consultant shall be responsible for conducting the Business Damage Committee Meeting and preparing the counteroffer letter and RWMS entry of the counteroffer, regardless of when the claim is received, i.e., before or after the lawsuit for the real estate is filed. If the claim will be negotiated by FDOT Legal staff and Consultant prepared the counteroffer letter only to assist Legal, then this will be the final milepost paid for this work unit.

APPROVED BUSINESS DAMAGE SETTLEMENT – 15%

Consultant shall earn fifteen percent (15%) of the unit rate if settlement is reached and after approval of the Recommendation for Settlement for the business damage claim.

WARRANT REQUESTED – 15%

Consultant shall earn fifteen percent (15%) of the unit rate after requesting the warrant for the business damage closing.

BUSINESS DAMAGE CLOSING – 15%

Consultant shall earn fifteen percent (15%) of the unit rate after a business damage closing.

FILE RETIREMENT/MERGING – 15%

Consultant shall earn fifteen percent (15%) of the unit rate after work is completed, the file is merged with the official Records Management file and the work is certified to and accepted by the FDOT Project Manager.

17.1 **BUSINESS DAMAGE RELATED ACTIVITIES**

Business Damage Claim Negotiation charges shall be separated from the acquisition-related business damage charges. Business Damage Claim Negotiation charges include, but are not limited to, receiving the business damage claim, issuing Task Work Orders to the CPA, tracking all Task Work Orders and associated funds, scheduling and making a presentation at the Business Damage Committee meeting, presenting the FDOT business damage counteroffer, negotiating the business damage claim, ordering the warrant and processing the closing and retiring/merging the business damage file.

Note: Charges for delivery of the business owner/tenant notification letter are included in the parcel acquisition-related activity fee.

All assignments for business damage negotiations shall be issued in writing to the Consultant only after the Consultant/Department receives a business damage claim/offer in accordance with Florida Statutes and FDOT R/W Procedures.

Milepost descriptions are continued on the following pages

18.0 RELOCATION MILEPOST DESCRIPTIONS

NOTE: RWMS input, including all required contacts and document uploads in RWMS or other electronic storage, must be completed properly, prior to the submission of an invoice, for each milepost in order for the milepost to be considered achieved.

Consultant shall earn a negotiated percentage of the negotiated unit rate for relocation activities upon the FDOT Relocation Administrator's approval of a completed Needs Assessment Survey, if one is required.

DELIVERY OF NOTICES OF ELIGIBILITY – 20 %

Consultant shall earn twenty percent (20%) of the unit rate after delivering the Notice of Eligibility (FDOT Form Nos. 575-040-30, -31 or -34) to each displacee.

OFFER OF RELOCATION BENEFITS FOR SIGN(S) OR APPROVED MOVE COST ESTIMATE FOR BUSINESS OR PERSONAL PROPERTY OR APPROVED REPLACEMENT HOUSING PAYMENT CALCULATION FOR RESIDENTIAL – 20%

Consultant shall earn twenty percent (20%) of the unit rate for this milepost when the appropriate activity has been completed and approved by the FDOT Project Manager and the information delivered to the displacee.

MOVE COMPLETE – 30%

Consultant shall earn thirty percent (30%) of the unit rate after the displacee moves from the acquired site.

FINAL WARRANT DELIVERY – 15%

Consultant shall earn fifteen percent (15%) of the unit rate when the displacee has received the final warrant for relocation reimbursement. If unusual circumstances exist where one or more additional relocation payments are to be made subsequent to the end of the Agreement, payment shall be made to Consultant when the last but not final warrant has been processed by Consultant, when approved by the FDOT Project Manager.

FILE RETIREMENT/MERGING – 15%

Consultant shall earn fifteen percent (15%) of the unit rate after work is completed, the file is merged with the official Records Management file and the work is certified to and accepted by the FDOT Project Manager.

18.1 RELOCATION RELATED ACTIVITIES

Relocation charges shall be identified as the following types: residential displacees, business and landlord displacees, or sign(s)/personal property displacements. Charges for advisory services and the Needs Assessment Survey shall be included as part of the above relocation types.

Relocation activities begin upon the FDOT Relocation Administrator's approval of the completed Needs Assessment Survey. Billing of the unit rate for relocation activities will take place only on those units identified as displacements in the approved Needs Assessment Survey and any additional displacements approved by the FDOT Project Manager.

19.0 DEMOLITION ONLY MILEPOST DESCRIPTIONS

NOTE: RWMS input, including document uploads in RWMS or other electronic storage, must be completed properly, prior to the submission of an invoice, for each milepost in order for the milepost to be considered achieved.

REAL PROPERTY/PERSONAL PROPERTY INVENTORY – 20%

Consultant shall earn twenty percent (20%) of the unit rate after completing and/or updating the real property/personal property inventory (FDOT Form No. 575-060-01).

ASBESTOS SURVEY – 20%

Consultant shall earn twenty percent (20%) of the unit rate after approval of the asbestos survey report.

PARCEL CLEAR – 50%

Consultant shall earn fifty percent (50%) of the unit rate after completion of the required demolition activities.

FILE RETIREMENT/MERGING – 10%

Consultant shall earn ten percent (10%) of the unit rate after work is completed, the file is merged with the official Records Management file and the work is certified to and accepted by the FDOT Project Manager.

19.1 DEMOLITION ONLY RELATED ACTIVITIES

This unit is issued only if Consultant shall be conducting property management activities for a parcel that was not assigned to Consultant for acquisition. Consultant shall conduct all activities necessary to clear the parcel and ensure it is properly maintained, through field inspections and oversight of appropriate property management contracts, such as those for maintenance and board-up services.