

EXHIBIT "A"

SCOPE OF SERVICES

1.0 PURPOSE

- (a) This agreement retains the consultant to perform business damage consulting services related to potential business damage claims as a result of Right of Way acquisition occurring throughout District 4; or to provide analysis of financial documents relating to the Joint-Use Development Program.

2.0 DEFINITIONS

- (a) Department: The Florida Department of Transportation.
- (b) Consultant: The registered Certified Public Accountant selected to perform the assignments governed by this contract. He/She will be responsible for the services provided by his/her subordinate professional staff, clerical staff, and other personnel employed through this contract, including subcontracts.
- (c) Project Manager: The Department's Deputy Right of Way Manager - Production or designee, who will have the overall responsibility and authority to direct and coordinate the activities of the consultant.
- (d) Assignment: Any of a variety of tasks assigned to the consultant pertaining to potential business damages for one or more businesses, each of which will be described by section/job, parcel and identification numbers.
- (e) Joint Public/Private (Joint-Use) Development: The leasing of FDOT-owned property, including airspace, on which major improvements may be constructed by the tenant/lessee.
- (f) Joint-Use Site: FDOT-owned property leased or proposed to be leased by the Department to a development entity for the purpose of joint public/private development.
- (g) Joint-Use Tenant/Lessee: An entity with whom the Department is under negotiations with or has entered into a long-term lease for the purpose of joint public/private development.
- (h) Joint-Use Lease Proposed Assignee: A third party that a Lessee may propose to the Department to assume the responsibilities as Joint-Use Tenant/Lessee as detailed under a given Joint-Use lease agreement.
- (i) Financial Documents: Documents requested by the Department or CPA firm and provided by a Lessee or Joint-Use Lease Proposed Assignee relating to their finances. These documents include, but are not limited to: balance sheets, income statements, statements of cash flows, statements of retained earnings, related disclosure notes, and pro-forma cash flows projected for a given joint-use development.

3.0 SERVICES TO BE PROVIDED BY THE CONSULTANT RELATING TO BUSINESS DAMAGES

Since this is a districtwide contract (which covers Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties as well as Miami-Dade County along the South Florida Rail Corridor operated by CSX), the Department does not have a determination of the number or types of businesses that will be submitting business damage claims or otherwise be eligible for potential business damages. As businesses are

identified to be impacted by Right of Way acquisition or as businesses submit claims, the Department's Project Manager will issue assignments to the consultant to perform the requested services by means of a "TASK WORK ORDER". The duration of services may be extended by a "Letter of Time Extension", if mutually agreed to in writing by the Department and the Consultant, provided the rate of compensation does not change and the maximum limiting fee for this agreement is not reached.

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.

- A. Determine whether each business to be examined meets the requirements of current Florida Statutes, including, but not limited to:
 - 1. The business must hold a real property interest in the property being acquired;
 - 2. The acquisition must be a partial acquisition of the real property the business occupies;
 - 3. The business must have been in operation on the site for at least five years prior to the Department's acquisition, and;
 - 4. The damages must result from the acquisition of the property and not from the proposed construction or from activities associated with construction of the project.
- B. Visit each business examined to determine the probable impact of the partial taking on the business operation.
- C. 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.
- D. Analyze business damage claims/offers from affected businesses on the Department of Transportation projects.
 - 1. Prepare a business damage analysis for the Department to utilize in making counteroffers and provide data to the Department's attorney in electronic format.
 - 2. All business damage analyses will be subject to review by the Business Damage Review Committee.
 - 3. Reviews will be performed by the Department and/or by a registered State of Florida Certified Public Accountant.
- E. Provide consultation services to the Department on matters related to business damages, including, but not limited to:
 - 1. 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 meeting with the Department's Business Damage Review Committee.
 - 2. 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 consultant or through employment of specialists.

3. Meet in person with the Project Manager and/or other Department or Right of Way Consultant personnel to discuss any aspect of this contract and the assignments as described above, items A through E.
4. Perform a review of business damage reports submitted by other Certified Public Accountants under contract with the Department, land owners and/or tenants for recommendations to the Department for negotiation purposes.
5. Review business owner Certified Public Accountant or business damage expert fees.
6. Consultant shall serve as an expert witness in legal proceedings, if required by the Department. The fee for these services shall be established if, and when, they are needed.
7. Consultant shall copy the appropriate personnel, as requested by FDOT Project Manager, on any correspondence between the Certified Public Accountant and the business owner or his representative.

3.1 SERVICES TO BE PROVIDED BY THE CONSULTANT RELATING TO JOINT-USE

- A. To assess a Joint-Use Tenant or Joint-Use Lease Proposed Assignee's financial viability, creditworthiness and background.
 1. When necessary, request financial documents from a Joint-Use Tenant or Proposed Assignee.
 2. Determine if a Joint-Use Tenant or Proposed Assignee meets the standards of creditworthiness and has the financial resources needed to perform the obligations required by their lease.
 3. Determine if a Joint-Use Tenant or Joint-Use Proposed Assignee has the necessary prior related business experience to develop and/or operate the Joint-Use Site.

4.0 DEPARTMENT RESPONSIBILITIES

The Department's Project Manager shall make available to the consultant the following: (1) the Right of Way maps; (2) any real estate appraisal reports completed that relate to assigned businesses; (3) any data collected for the purpose of determining payment eligibility and/or benefits under the relocation assistance procedures; and (4) any other data or documents in the Department's possession that may be necessary to perform an assignment(s).

5.0 DETERMINING COMPENSATION FOR EACH ASSIGNMENT

The Project Manager will determine a maximum allotted amount for each assignment utilizing the hourly rates 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 to similar assignments, input from the consultant, necessity of subcontracted specialists, and time frame for completion. Adjustments to this allotment may be made when warranted by the Project Manager, and the consultant may be required to furnish a written justification for increasing the allotment in some circumstances. These adjustments would be addressed in an additional or revised

TASK WORK ORDER.

6.0 TIME FRAMES FOR BUSINESS DAMAGE ASSIGNMENTS

All assignments will be issued in writing to the 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) Opinion preparation (including research, analysis, assembling data, and submission: three to five weeks.
- c) Preliminary cost estimates and other research assignments: two to four weeks.
- d) Review of Certified Public Accountant owner/tenant reports: two to four weeks.

6.1 TIME FRAMES FOR JOINT-USE ASSIGNMENTS

- (a) Review of financial documents (including research, analysis, report writing, assembling, and submission): four to eight weeks.

7.0 USE OF SPECIALISTS

The practice of hiring subcontractual specialists when they are essential to the performance of the assignment is permissible. However, the hiring of the subcontractual specialist and the amount to be paid must be approved in writing by the Department, and added to the original agreement by Supplemental Agreement or Amendment prior to authorization of services if not included in the original Agreement.

8.0 EXTENSIONS AND LIQUIDATED DAMAGES

Requests for extensions to the established delivery dates will be considered since some factors impacting completion of the assignment may be beyond the control of the consultant. Any extension request shall be made not less than one week prior to the delivery date with rare exceptions.

9.0 REVIEW OF BUSINESS DAMAGE ESTIMATE REPORTS AND OTHER ASSIGNMENTS

All Business Damage Estimate Reports submitted will be subject to a review for compliance with Department procedures. The review will be performed by the Department and/or by a registered State of Florida Certified Public Accountant(s) under contract with the Department, normally within a two- to four-week period. All other assignments will be subject to review by the Project Manager or designee.

Errors, omissions or noncompliance with the requirements or instructions must be corrected before approval and the Department will not accept additional time charges for the corrections. Adjustments or additions otherwise requested by the Project Manager may result in an increase of time charges, which will be acceptable following approval of the assignment, by issuing an additional TASK WORK ORDER.

10.0 METHOD OF PAYMENT AND SUBMISSION OF INVOICES

All invoices shall be submitted after the Project Manager or designee has reviewed and approved the services performed by the consultant. Whenever possible, all work assignments for a particular business having a specific parcel and identification number should be addressed on one invoice.

The consultant shall be compensated based on hourly rates. Invoices may be submitted either individually or in groups and each such invoice shall identify the assignment being invoiced by specific parcel and I.D. number or numbers that are the subject(s) of the invoice(s).

All invoices must be submitted per Department procedures, addressed to the Project Manager. Time is to be charged in fifteen-minute increments. When applicable, copies of receipts for services performed by any subcontractor will also be included with the invoice. Any omission or incorrect data may result in returning said invoice(s) for corrections, thus resulting in a delay of payment.

11.0 PARTIAL PAYMENTS FOR INCOMPLETE WORK

Due to the nature of negotiations and the acquisition process, the Department reserves the right to cancel any assignment at any time. Partial payment on assignments that are canceled by the Department, shall be based on hourly rates as indicated and are subject to review. In no case will the fee for partial work exceed the proposed amounts for any assignment.