

EXHIBIT "A"

SCOPE OF SERVICES

1.0. PURPOSE:

This agreement retains the consultant to perform business damage consulting services related to both actual and potential business damage claims as a result of right of way acquisition occurring throughout District Three.

2.0 DEFINITIONS:

- A. Department: The Florida Department of Transportation.
- B. Consultant: The firm or person selected to perform the assignments governed by this contract, including his subordinate professional staff, clerical staff, and other personnel employed through this contract, including subcontracts.
- C. Project Manager: The Department's District Right of Way Manager 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 project, parcel and identification numbers.
- E. Business Damage Estimate Report: A specific type of document prepared in accordance with Chapter 14-102, Florida Administrative Code, describing the impact of a right of way acquisition on the income, expenses, and/or profits of a particular business.

3.0 SERVICES TO BE PROVIDED BY THE CONSULTANT:

Since this is a district wide contract (which covers Escambia, Franklin, Gadsden, Gulf, Bay, Holmes, Jackson, Jefferson, Leon, Liberty, Calhoun, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington Counties), the Department does not have a determination of the number or types of businesses, which will be submitting business damage claims or otherwise 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 Letter of Authorization or a Task Work Order.

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. Review Business Damage offer as presented by the property owner.
- B. Determine whether each business examined meets the requirements of section 73.071 (3) (b), Florida Statutes, including the following determinations:

1. That less than the entire business property is being acquired by the Department of Transportation.
 2. That the business has been established for five (5) years or more as of the anticipated date of acquisition.
 3. That the business is owned by a party whose lands are being acquired by the Department of Transportation and is located on lands adjacent to those taken.
- C. Visit each business examined to determine the probable impact of the partial taking on the business operation.
- D. 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.
- E. Prepare a Business Damage Estimate Report for a qualifying business or businesses. One (1) original and one (1) copy of each report shall be submitted. Such report(s) shall comply with requirements in accordance with Florida Statutes 73.015 and Chapter 14-102, Florida Administrative Code "Reports of Estimate of Probable Business Damages on Department of Transportation Projects."
1. Perform preliminary cost estimates to the extent possible with limited data on planned, proposed or hypothetical situation. 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 as needed with the project manager and/or other Department or R/W 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 business damage experts under contract with the Department, landowners and/or tenants for recommendations to the Department for negotiation purposes.
 5. Review of landowner and/or tenant CPA fees.
 6. Consultant may be required, on an as-needed basis, to update their Business Damage Report.
 7. 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.

4.0 DEPARTMENT RESPONSIBILITIES:

The Department's project manager shall make available to the consultant the following: (1) right of way maps; (2) any completed real estate appraisal reports which relate to the assigned businesses; (3) any data collected for the purpose of determining payments eligibility and/or benefits under the relocation assistance procedures, and (4) any other

data or documents in the Department's possession which 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 based on a Lump Sum amount or Maximum Limiting fee. The amount shall also include the cost of agreed expenses.

6.0 TIME FRAMES FOR ASSIGNMENTS:

All assignments other than requests for attendance at meetings 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. The time frames will be governed, however, by statutory limitations.

7.0 USE OF SPECIALISTS:

The practice of hiring subconsultants when they are essential to the performance of the assignment is permissible. However, the hiring of these subconsultants and the amount to be paid must be approved in writing by the project manager prior to authorization of services. All subs must also be made a part of the consultant's contract prior to utilizing their services.

8.0 EXTENSIONS:

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. However, these must be made in writing to the Project Manager.

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 the requirements of Florida Statutes 73-105 and Chapter 14-102, F.A.C. The review will be performed by the Department and/or by a registered State of Florida Certified Public Accountant 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.

Along with each Business Damage Estimate Report or other type of assignment, the consultant will submit a summary of the time expended for the report / assignment, which will also be subject to review.

Errors, omissions or noncompliance with the requirements or instructions must be corrected before approval. The Department will not accept additional time charges for these 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.

10.0 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.

All invoices must be submitted on the Department approved invoice form, addressed to the Project Manager. Each must be completely filled out. 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 will result in returning said invoice(s) for corrections, thus resulting in delay of payment.

11.0 PARTIAL PAYMENTS FOR IMCOMPLETE 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 of assignments which are cancelled by the Department shall be based on a percentage of the Lump Sum amount or for actual work performed in the Maximum Limiting Fee as indicated. In no case will the fee for partial work exceed the proposed amounts for any assignment.