1. **BACKGROUND**

This contract requires Consultant Services within the geographical boundaries of Lake County. The County will not identify or provide representation of parcel types prior to the award of this contract. This contract is utilized on an as-needed basis. Consultant may be requested to perform any or all the following services at the County’s discretion. County does not guarantee a minimum or maximum number of assignments.

Consultant shall make available the necessary personnel, facilities, and materials to perform the required services through its own employees or employees of subcontractors. The Consultant shall be required to ensure compliance with funding conditions and to provide, Right of Way support services including, but not be limited to the following services:

* Quality Assurance Program
* Acquisition Services
* General Contractor Services
* Cost Estimating Services
* Land Planner Services
* Production Control
* Relocation Services
* Business Damage Report Preparation
* Records Management Services
* Business Damage Report Review
* Project Scheduling Services
* Audio - Visual Services
* Environmental Assessment Services
* Appraisal Services
* Property Management Services

County will provide Right of Way appraisals which will be prepared in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all amendments thereto.

1. **PURPOSE**

Consultant shall be responsible for all right of way production functions as defined in this Scope of Services and referenced manuals and procedures.

The projects for which the services are required will vary as needed. Consultant shall provide technical personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under this agreement are effectively carried out. All right of way production tasks shall be performed in accordance with the guidelines, standards, procedures and directives that are a part of this agreement, either directly or incorporated herein by reference.

1. **COUNTY RESPONSBILITIES**
   1. County will make available to Consultant, if needed, a copy of the County Right of Way Procedures Manual in effect at the time of execution of the right of way consultant contract. Consultant, however, will be responsible for keeping updated on subsequent revisions thereto issued during the life of the contract.
   2. County will furnish forms required to carry out the technical tasks pursuant to this agreement.
   3. County will furnish all right of way maps, title searches, and construction plans and provide subsequent revisions issued during the life of the contract. County will furnish all appraisals, updates and all appraisal reviews.
   4. Review, approve, and execute lease agreements prepared by Consultant on County lease forms.
   5. Review and approve requests for warrants.
   6. Prepare and prosecute civil action and/or eviction proceedings against tenants as the County determines appropriate.
   7. Coordinate with other state agencies to resolve problems relative to parcels cited as hazardous waste sites.
   8. Consultant shall be entitled to rely upon that information which may be provided to them from time to time by County or others on behalf of County, but excluding any subconsultants 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 County’s attention any errors or deficiencies noted in such information provided by others and assist, to the extent practicable, the County in the identification and resolution of same.
      1. Information referred to above includes, but is not limited to, right of way 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 execution of Consultants work under the Contract.
      2. It is the County’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 County and identifying obvious deficiencies concerning same.
      3. 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.
   9. County will advise the Consultant of parcel acquisition and suit submission schedules as to project schedule.
   10. County reserves the right to complete any functions assigned under this contract at any time, or if continued past the expiration of this Agreement.
2. **LIAISON**
   1. Consultant shall be fully responsible for carrying out all functions assigned to it by this agreement on the right of way projects covered by such agreement.
   2. All activities and decisions of the Consultant relating to the projects shall be subject to review and approval by the County Project Manager.
   3. Consultant shall provide coordination of all activities, correspondence, reports and other communications related to its responsibilities under this Agreement, necessary for the performance of the responsibilities of the County Project Manager.
3. **COOPERATION AND PERFORMANCE OF THE CONSULTANT**
   1. During the life of this agreement, the County Project Manager and/or the Federal Highway Administration (FHWA) representative may conduct reviews of the various phases of the Consultant’s operations. Consultant shall cooperate with and assist the County Project Manager, or designee, in the conduct of the reviews.
   2. When deficiencies are indicated in a review, remedial action shall be immediately implemented by the Consultant in conformance with the County’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.
4. **TIME FRAMES FOR SERVICES AND ASSIGNMENTS**
   1. Services under this agreement may begin upon written notice from the County Project Manager. Work Assignments may be authorized for a period not to exceed five (5) years from the date of execution of this Agreement or until the cumulative lump sum contract amount is reached, whichever occurs first.
   2. The duration of services may be extended by a “Letter of Time Extension,” if mutually agreed to in writing by the County and the Consultant, provided that the rate of compensation does not change and the maximum limiting fee for this Agreement has not been reached.
   3. This Agreement shall remain in full force and effect until services are completed or terminated.
5. **COMPENSATION FOR EACH ASSIGNMENT**
   1. 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 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 County Project Manager, and the Consultant may be required to furnish a written justification for increasing the allotment. This will be added by a Letter of Authorization.
   2. For each Task Order, when services rendered equals seventy-five percent (75%) of the contracted amount, the Consultant shall notify the County Project Manager, in writing, of any potential need for a supplement. If the Project Manager determines that an increase is warranted, additional funds will be incorporated.
6. **WORK TO BE PROVIDED BY THE CONSULTANT**
   1. **General**

Activation of contract will be initiated by Notice to Proceed. As services are identified, the County Project Manager will issue assignments to the consultant to perform the requested services by means of a Task Order. The duration of services may be extended by a “Letter of Time Extension,” if mutually agreed to in writing by the County and the Consultant.

All work performed by the consultant shall comply with all federal, state and local laws and regulations. The work shall also comply with the County’s rules, policies and procedures.

The following work to be performed by the Consultant is applicable to any project.

* + 1. Any person employed by the 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 or administrative matter relating to this project, as deemed necessary by the County Project Manager.
    2. Develop an invoicing system such that all amounts billed to the County can be related to the activity and/or parcel involved, or hourly rate/time.
    3. Consultant's Project Manager shall attend meetings, public hearings and consult with local officials as requested by the County. 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 incur public familiarity with the project and to introduce staff personnel.
    4. 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.
    5. Consultant Project Manager shall prepare a response to the County Project Manager for all audits and/or quality assurance reviews.
    6. Coordinate with other State agencies to resolve problems on any right-of-way projects assigned, including but not limited to, relative to parcels cited as hazardous waste sites.
    7. Provide other administrative support and management activities as deemed appropriate to assist in meeting the right-of-way program.
  1. **Public Meetings**

The Consultant may be required to:

* + 1. Conduct and/or attend necessary public meetings.
    2. Meet and coordinate with public officials of government agencies and civic groups as required.
  1. **Training**

The Consultant shall assist in the development and conducting of training programs for County personnel.

* 1. **Quality Assurance**
     1. Quality Reviews - Quality Assurance (QA) Plan shall be developed and Quality Reviews performed to assure compliance with specific QA provisions to this contract.
     2. Quality Assurance Plan - The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instruction to their organization to assure conformance with the contract.

The Plan shall include, but not be limited to, the following areas:

* + 1. Organization - A description is required of the 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. Quality Reviews - The Consultant’s QA methods used to monitor and assure compliance with the contract requirements for services and products shall be detailed.
    3. Quality Records - The types of records which will be generated and maintained by the Consultant during the execution of their QA program shall be outlined.
    4. Control of Subcontractors and Vendors - The methods used by the Consultant to control the quality of their subcontractors and vendors shall be detailed.
  1. **Acquisition Services** 
     1. Negotiations - Consultant shall establish and maintain an accurate and complete working file for each parcel utilizing the County's numbering system, while assuring all original documentation is uploaded and Original Conveyance documents received by the County Project Manager within 24 hours electronically and originals within 48 hours; or as procedures dictate. All written material must be typed or legibly printed or handwritten.
     2. Review title searches provided by the County and verify all title work through confirmation with the owner and corroborating any discrepancies through county property tax rolls and any other necessary records.
     3. Review right of way maps and construction plans provided by the County.
     4. Notify affected parties (owners and business owners) of rights to appraisal and/or business damage reports pursuant to Florida Statutes 73.015, 73.019, and 73.092 or applicable Florida Statute. Sample notification letters for property owners and business owners will be provided by the County. Consultant will be responsible for obtaining correct mailing addresses for real estate owners and businesses. All certified letters of notification and any subsequent void letters will be mailed by the consultant.
     5. Make follow-up contacts in person or by phone to property owners/business owners notified to ensure receipt of letters, answer questions and/or explain the contents of the letters, whenever necessary.
     6. Verify that legal descriptions, right of way maps, and appraisals conform and correspond.
     7. Make contacts prior to initiation of negotiations, to the extent possible, to obtain subordinate interests of lien holders and tenants and to provide information to property owners and displaced persons, as necessary.
     8. Attempt to make all first offers in person when possible.
     9. Initiate negotiations by making purchase offers based on the approved appraisal (and Incentive Program, if applicable) and relocation benefits provided in accordance with the relocation procedures. An offer to acquire an uneconomic remainder and/or retention of improvements may be necessary. The first offer is to be made within ten (10) working days of receipt of the appraisal report except for parcels needing Replacement Housing Computations (RHP’s) calculated. Offers on Parcels that require Replacement Housing Computations must be completed and offer made within thirty (30) days of receipt of Appraisal. Requests to extend these time frames must be submitted within ten (10) working days of receipt of the appraisal report.
     10. Issue all applicable notices in accordance with State and Federal policies and procedures.
     11. Conduct negotiations for the acquisition of each parcel in accordance with all County policies (including Incentive Program) and procedures, making a thorough effort to obtain negotiated settlements/purchases. Unless dictated by extenuating circumstances at least one contact every 30 days, from the initial first offer, should be made prior to suit submittal.
     12. Thoroughly document all contacts with property owners and/or their representatives or other pertinent parties on appropriate contact records in RWMS, and upload all forms and correspondence, where appropriate in RWMS and Sharepoint.
     13. ODA signs as well as any signs or tenant-owned improvements valued in the appraisal are to be handled in accordance with the County's directives/procedures, which may include multiple offers on one parcel.
     14. All counteroffers made to the property owners, or their representatives must be documented in RWMS on a contact sheet and put in the “List Offers” screen in RWMS.
     15. Comply with current eminent domain procedures with respect to condominium common elements pursuant to current directives/procedures.
     16. In accordance with directives/procedures, review the potential hazardous materials report, provided by the County. Based on this report, advise of the parcels with contamination as well as the type and level.
     17. Make updated offers in accordance with County procedures.
     18. The Consultant shall evaluate/pursue the project for any encroachments in the existing Right of Way. The results of this evaluation shall be provided in writing to the County Project Manager.
     19. Conduct research to determine eligibility for potential business damage claims and obtain appropriate documentation to support/refute their eligibility when required by the County.
     20. Attend County's Business Damage Review Intake meetings to discuss the taking, appraisal report, other pertinent studies, and business damage reports when required by County Project Manager.
     21. If any financial information is obtained from business owners, the County shall immediately be notified, and copies of all such information shall be provided to the County Project Manager.
     22. Assure that any requests for productions from Property Owner’s attorney are answered correctly and in a timely manner.
  2. **Business Damage Reports**

A Qualified Certified Public Accountant (CPA) shall perform any or all the following services at the County’s discretion. The actual number of business damage reports cannot be determined until the business survey questionnaires are completed. This actual number will be determined by the County Project Manager’s written authorization.

* + 1. Determine whether each business to be examined meets the requirements of Sections 73.015, 73.071, 73.091, 73.092, Florida Statutes.
    2. Visit each business to determine the probable impact of the partial taking on the business operation.
    3. Interview the business owner(s) and/or any designated representative to the extent necessary to ensure that a complete understanding of the business operation is obtained.
    4. Prepare a Business Damage Estimate Report for a qualifying business(es). Such report(s) shall comply with requirements in accordance with applicable Florida Statutes and County Rules, Policies, Procedures, Directives and Guidelines.
    5. The delivery date for each assignment will be determined mutually and the time necessary for completion of an assignment may vary; however, the range of time allowed will be based generally on the following:
       1. Eligibility studies: two weeks.
       2. Report preparation (including research, analysis, report writing, assembling and submission) three weeks.
       3. Preliminary cost estimates and other research assignments: two weeks.
       4. Review of Certified Public Accountant/owner/tenant reports: two weeks.
    6. Provide consultation services to the County 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 about County acquisition, eminent domain strategy, pre-litigation mediation and settlement conferences, and/or meeting with the County’s Business Damage Review Intake.
       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 Certified Public Accountant or through employment of specialists.
       3. Meet with the County Project Manager and/or other County or R/W Consultant personnel to discuss any aspect of this contract and the assignments as described above.
       4. Perform a review of business damage reports submitted by other Certified Public Accountants under contract with the County, landowners and/or tenants for recommendations to the County for negotiation purposes.
       5. Review of landowner and/or tenant Certified Public Accountant fees.
       6. Provide updated business damage reports as required.
       7. Serve as an expert witness in legal proceedings, if required by the County.
       8. Obtain the business owner's damage estimate and forward to the County Project Manager.
       9. Transmit reviewed business damage estimates to the County Project Manager for approval by the County. The Consultant shall make oral presentation to the County’s Business Damage Review Intake regarding the taking, appraisal report and other pertinent studies and business damage reports.
       10. Conduct negotiations for business damages with the business owners based on the approved business damage estimate.
  1. **Mediation**

Consultant shall 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 County'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 County. Consultant shall be responsible for processing all requests for payments of mediation services as requested by the County.

* 1. **Settlements and Closing**
     1. Contractor shall receive counteroffers from property owners or their representatives for consideration by the County. The District Right of Way Manager has final authority for approval of all settlements submitted by consultants.
     2. When appropriate, prepare justification and recommendations for administrative settlements and submit such recommendations to the County Project Manager for further handling.
     3. Prepare and process invoices for requesting warrants for settlement and order of taking deposits, deposit order of taking warrants, in accordance with the County’s policies and procedures.
     4. Conduct all necessary closings, including closings with owners of tenant-owned improvements/ODA structures, and all related activities including, but not limited to, providing updated title searches, satisfactions of all liens and encumbrances, recording of all title documents, collection and payment of prorated real estate taxes and execution of IRS Form 1099’s. The Consultant will follow the FDOT Right of Way Procedure Manual regarding closings as well as District FPID No. TBD directives/procedures. However, the consultant may utilize a title company or an attorney, although this is not a requirement. Title insurance is not a requirement.
     5. Prepare a preliminary real property/personal property inventory for each parcel in accordance with the County 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 inventories, and tenant inventories.
     7. Receive and respond to all inquiries for the sale or lease of surplus real property.
     8. Inspect, determine, and document the need for rodent control, and so inform the County.
     9. Prepare salvage value estimates for improvements that are to be acquired back by the property owner.
  2. **Suit Preparation and Legal Support**
     1. Consultant shall Review title search provided by the County, verify and update all title information, and obtain all suit information pertaining to all property interests. (The Consultant will follow the FDOT Right of Way Procedure Manual regarding suit information submittal.)
     2. Prepare and submit Suit Packages by the established due dates, to the County Project Manager for review.
     3. For reasons of clarifying title problems, the consultant may be asked to sub consult for the services of a title company. This will be done only by the request of the County Project Manager through a task assignment request and will be done for occasional problem parcels only.
     4. After the suit has been forwarded to Legal by the FDOT Suit Coordinator’s Office and revisions become necessary (i.e., change of ownership, deletion/addition of subordinate interest, etc.) all pertinent information should be submitted to the FDOT Suit Coordinator via Project Manager within five (5) days of notification of such changes. This information will then be forwarded to the District Legal Office for further handling. Notification of the filing will be made to the consultant through the FDOT Suit Coordinator’s office.
     5. Legal Support – Consultant, and the Consultant’s sub-consultants, may be required to perform litigation support services on those parcels set forth by the County. Litigation services may include, but not limited to following:
        1. Assist Stipulation to Orders of Taking.
        2. Pre-trial or pre-hearing preparation.
        3. Participation in mediation.
        4. Preparation of court exhibits.
        5. Attendance at depositions, pre-trial hearings, fees and cost hearings or other court hearings.
        6. Appearance at Order of Taking hearings or trials.
        7. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County’s position in court.
  3. **File Transfer**

Unless otherwise instructed, file transfers shall be conducted in the following manner:

After sixty (60) days, but no later than ninety (90) days after title has transferred, all relocation has been performed, and the parcel has been thoroughly reviewed, the working file for each parcel is to be physically brought to the County and merged by the Consultant into the official records files, using the County checklist. If the project is being monitored via RWMS, then the consultant will use that Check List to make sure all information and documents are loaded into RWMS and Sharepoint.

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