NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
APPRAISAL SERVICES FOR NYSDOT – Region 5
Contract #C037914

Initial Information for Submittal

A. Please note the following Dates and Deadlines:
   a. February 21, 2020: Pre-Proposal webinar
   b. February 28, 2020: Deadline for submission of questions about the RFP at 12:00 p.m. (Eastern Time)
   c. March 13, 2020: Deadline for submission of Proposals at 12:00 p.m. (Eastern Time)

B. To assist firms in preparing Proposals in response to this solicitation, a pre-Proposal webinar will be held on February 21, 2020 at 11:00 a.m. A general review of the solicitation will occur and specific questions regarding the solicitation may be answered. However, to assist us in preparing for the meeting we wish to receive any questions you may have, in writing, by the close of business on February 19, 2020.

C. Complete Proposals are to be submitted to the Designated Contact stipulated in Section 1.4.
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
RFP RESPONSE FORM

Contract No. C037914 - APPRAISAL SERVICES FOR NYSDOT – Region 5

Please review this RFP, complete the following information, and email to the NYSDOT Designated Contact at the email address below, by the earliest date practical.

___ We DO intend to submit a Proposal

___ We DO NOT intend to submit a Proposal for the following reasons:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Proposer Name: ________________________________________________________________
Address: ______________________________________________________________________
City, State: _______________________________________ Zip Code: ________________
Typed Name and Title: ___________________________________________________________
Telephone: ____________________________________________________________________
Email Address: _________________________________________________________________
Signature: _______________________________ Date: __________________

Please email the completed form to Micheleen.Gregware@dot.ny.gov
NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
REQUEST FOR PROPOSALS  
APPRaisal SERVICES FOR NYSDOT – Region 5  
Contract No. C037914  

CONSULTANT TECHNICAL AND MANAGEMENT PROPOSAL SUBMISSION CHECKLIST  

<table>
<thead>
<tr>
<th>Part I – Technical and Management Proposal Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ One (1) original and five (5) printed, bound (in 3-ring binders) and tabbed hard copies of Part I plus one (1) copy of Part I on Flash Drive in Adobe PDF compatible format</td>
</tr>
<tr>
<td>□ Securely sealed and clearly labeled with the Consultant’s name, address, and telephone number and titled “Appraisal Services for NYSDOT, Region 5 RFP Part I – Technical and Management Proposal Submission (C037914)”</td>
</tr>
<tr>
<td>□ Signed Cover Letter on official business letterhead</td>
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<tr>
<td>□ Table of Contents identifying each major section and page numbers</td>
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<td>□ Narrative Description</td>
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<td>□ Approach, Scope of Services and Schedule</td>
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<td>□ Organization and Staffing</td>
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<tr>
<td>□ Experience</td>
</tr>
<tr>
<td>□ Complete and Submit Attachment #9: Key Personnel References Form</td>
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</tbody>
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## CONSULTANT COST AND ADMINISTRATIVE PROPOSAL SUBMISSION CHECKLIST

### Part II – Cost and Administrative Proposal Submission

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<td>□</td>
<td>One (1) Original and three (3) printed, bound (in 3-ring binders) and tabbed hard copies plus one (1) copy of Part II on Flash Drive in Adobe PDF compatible format, plus <strong>Attachment 12: Cost Proposal Workbook</strong> in Microsoft Excel 2016 compatible format</td>
</tr>
<tr>
<td>□</td>
<td>Securely sealed and clearly labeled with the Consultant’s name, address, and telephone number and titled “Appraisal Services for NYSDOT, Region 5 RFP Part II – Cost and Administrative Proposal Submission (C037914)”</td>
</tr>
<tr>
<td>□</td>
<td><strong>Attachment 12: Cost Proposal Workbook</strong></td>
</tr>
<tr>
<td>□</td>
<td>Complete and submit online certification or hard copy of Vendor Responsibility Questionnaire</td>
</tr>
<tr>
<td>□</td>
<td>Complete and submit <strong>Attachment #2: Consultant Information and Certification Form</strong></td>
</tr>
<tr>
<td>□</td>
<td>Complete and submit <strong>Attachment #3: Form AOR Acknowledgement of Receipt</strong></td>
</tr>
<tr>
<td>□</td>
<td>Complete and submit <strong>Attachment #4: Procurement Lobbying Law Forms</strong></td>
</tr>
<tr>
<td>□</td>
<td>Complete and submit <strong>Attachment #6: Non-Collusive Bidding Certification</strong></td>
</tr>
<tr>
<td>□</td>
<td>Complete and submit <strong>Attachment #7: Vendor Assurance of No Conflict of Interest or Detrimental Effect</strong></td>
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS
APPRAISAL SERVICES FOR NYSDOT – Region 5
Contract No. C037914

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1. Introduction

1.1 Purpose
The New York State Department of Transportation (hereinafter “NYSDOT” or the “Department”) is seeking proposals from responsible and responsive Appraisal Consulting Firms (hereinafter referred to as “Consultant”). NYSDOT shall select one (1) primary and one (1) secondary consultants to enter into two-year contract for appraisal services on a Task Order Assignment basis. These services will include a range of appraisal activities designed to provide sufficient information for the NYSDOT Office of Right of Way to determine just compensation or fair market value for appropriated properties associated with NYSDOT capital projects.

Firms may bid on the Primary contract, Secondary contract or both contracts, however, firms may only be awarded either the Primary or Secondary contract only; not both.

1.2 Background

1.2.1 Mission of New York State Department of Transportation
It is the mission of NYSDOT to ensure that our customers — those who live, work and travel in New York State — have a safe, efficient, balanced, and environmentally sound transportation system. To attain its mission, the responsibilities, functions, and duties of NYSDOT include:

1. Coordinating and developing comprehensive transportation policy for the State; coordinating and assisting in the development and operation of transportation facilities and services for highways, railroads, mass transit systems, ports, waterways and aviation facilities; and formulating and keeping current a long-range, comprehensive statewide master plan for the balanced development of public and private commuter and general transportation facilities; and

2. Administering a public safety program for railroads and motor carriers engaged in intrastate commerce; directing state regulation of such carriers in matters of rates and service; and providing oversight in matters relative to the safe operation of bus lines, commuter railroads, and subway systems that are publicly subsidized through the Public Transportation Safety Board.

The New York State transportation network includes (among other attributes) a state and local highway system that annually handles over 130 billion vehicle miles, encompassing over 113,000 highway miles, 17,400 highway bridges, and numerous other assets such as large culverts, retaining walls, tunnels, and sign structures.

Appraisal services support the Department’s delivery of road and bridge projects and other capital projects. They also support the Department’s management of the property acquired
which is not yet being used for a transportation purpose, as well as the disposal of property no longer needed for a transportation purpose.

1.3 Minimum RFP Responsiveness
Any Proposer that does not provide **ALL** of the following **by the Proposal Submission Deadline** will be determined to be non-responsive and will be removed from further consideration (prior to the technical evaluation of Proposals).

1. Part I: Technical and Management Proposal Submission
   - Signed Cover Letter on official business letterhead
   - Table of Contents
   - Narrative Description
   - Approach, Scope of Services and Schedule
   - Organization and Staffing
   - Experience
   - Attachment 9: Key Personnel References Form

2. Part II: Cost and Administrative Proposal Submission
   - **Attachment 12 – Cost Proposal Workbook**
   - Attachment 2: Consultant Information and Certification Form
   - Attachment 3: Form AOR Acknowledgement of Receipt
   - Attachment 4: Procurement Lobbying Law Forms
   - Attachment 6: Non-Collusive Bidding Certification
   - Attachment 7: Vendor Assurance of No Conflict of Interest or Detrimental Effect

1.4 Designated Contacts
Potential responders are advised that under New York State Finance Law Section 139-j, communication on procurements can be made only to designated contact persons. The Department’s Designated Contact for this Procurement is:

   **Primary Contact:**
   Micheleen Gregware
   New York State Department of Transportation
   Office of Contract Management
   50 Wolf Rd, 6th Floor
   Albany, NY 12232
   (518) 485-8620
   Email: Micheleen.Gregware@dot.ny.gov

   **Secondary Contact:**
   Matt Bromirski, Deputy Assistant Commissioner
   New York State Department of Transportation
   Office of Contract Management
   50 Wolf Rd, 6th Floor
   Albany, NY 12232
   (518) 457-2600
Email: Matt.Bromirski@dot.ny.gov

The above-named persons, as the Department’s Designated Contacts shall be the Department’s only point of contacts and sources of information for this procurement.

1.5 RFP Modifications
If necessary, NYSDOT will issue Modifications to modify conditions or requirements of this RFP. Proposers are advised to visit the NYSDOT website at: (https://www.dot.ny.gov/doing-business/opportunities/consult-opportunities) regularly to check for Modifications. The final Modification will be posted on NYSDOT’s website not later than seven (7) calendar days prior to the Proposal Due Date. If an additional Modification is required within the seven (7) calendar days, the Proposal Due Date shall be revised such that there will be seven (7) calendar days from the final Modification to the Proposal Due Date.
2 Civil Rights Requirements

2.1 Title VI Assurance
The New York State Department of Transportation (NYSDOT), in accordance with Title VI of the Civil Rights Act of 1954, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation and Title 23, Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to a written solicitation, request for proposal, or invitation for bid, that it will affirmatively insure that in any contract entered unto pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for award.

2.2 Equal Employment Opportunity
In accordance with New York State Executive Order 162, issued on January 9, 2017, the Consultant shall provide workforce utilization reports in accordance with RFP Attachment 1, Draft Contract.
3 Project and Contract Objectives

3.1 Project Objectives
NYSDOT has an extensive property acquisition and property management program. Each of the Departments’ eleven regions includes a right of way (ROW) (real estate) office, headed by a chief Real Estate Officer. A regional appraisal manager is responsible for the appraisal program within the region and will be the direct contact for the Consultant within that region. Regional appraisal staff report directly to the regional appraisal manager. The staff is augmented by appraisal consultants for appraisals on acquisitions for its capital program. The Department anticipates appraisal services will be needed in Region 5 for a special project (reference Attachment 22: NYSDOT Regional Map).

The Department is authorized to acquire land and land rights under the NYS Highway Law. Such acquisitions are, in most instances, made in accordance with the NYS Eminent Domain Procedure Law and, on federally-aided projects, the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. These laws, as well as the federal and state constitutions, require the payment of just compensation when property is appropriated through the eminent domain process. Just compensation, defined as fair market value through New York State judicial decisions is the value which an owner would receive if the property being acquired were transferred on the open market allowing all interested parties to inspect the parcel, consider its future utility, and negotiate its selling price.

The Department’s appraisal process is intended to establish fair market value by researching the market, investigating the property to be conveyed and applying current appraisal methods to establish fair market value.

The appraisal of real estate usually includes land, structures and land improvements, but may also include fixtures or other attachments that traditionally are conveyed as part of real estate transactions. NYSDOT acquisitions may also involve acquiring fee title or permanent easement interest in the property to be used for the proposed improvement. NYSDOT acquires temporary easements to accommodate construction staging, as well as labor and equipment access to the construction site. Many of NYSDOT’s acquisitions are partial, and the appraiser is required to understand how to (1) evaluate the indirect damages to the remaining parcel; (2) determine the appropriate diminution in fee value for a permanent easement; and (3) apply a capitalization rate for temporary easements. The appraiser is required to understand how to evaluate rates of return for property rental and apply that to determine a value for the property under the temporary easement.

3.2 Contract Objectives
3.2.1 To award one (1) primary and one (1) secondary contract to selected Appraisal Consultants to provide General Certified Appraisers. The Consultants shall provide appraisal services on an as-needed Task Order Assignment basis in a timely fashion for the term of the contract, working in a cooperative manner with NYSDOT’s staff. The specific scope and description of the work to be performed by selected Appraisal firms will be defined and
authorized in the Task Order Assignment. Consultants shall ensure compliance with applicable requirements of the Eminent Domain Procedure Law, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the Uniform Standards of Professional Appraisal Practice (USPAP). See **Attachment 14: General Guidelines for Preparing Appraisals for NYSDOT** for more information concerning preparing appraisals for NYSDOT.

At the time of a Task Order Assignment request, NYSDOT will provide detailed instructions, scope of services and schedule information about what real estate and ownership interests should be appraised for each property. **Note that it is critical that appraisals be delivered on or before the due date set forth in the Task Order Assignments. Failure to do so will constitute a breach of the assignment; repeated failure to meet or beat the deadlines shall constitute grounds to cancel the contract.**

3.2.2 NYSDOT is under no obligation to place any Task Order Assignments with Consultant and will only be liable for services rendered by said Consultant in an acceptable manner in accordance with the terms and conditions of the Agreement and specific project-related requirements of the Task Order Assignment.

3.3 Contract Term and Rate Adjustments
NYSDOT estimates that the work for the successful consultant will commence upon final approval by the NYS Office of the State Comptroller (OSC). The base term or duration of the contract is two (2) years. The contract may be extended for one (1) additional one-year period upon written agreement of both parties and approval of the OSC and FHWA.

If the contract is extended for the optional years, the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2%, whichever is lower, will be used as a basis for adjusting the hourly rates/lump-sum deliverable amounts. The rate adjustment will be effective the first day of the month following OSC approval of the respective optional year. The rate adjustment is calculated by determining the difference between the PPI monthly index from three months prior to the expiration month of the current contract term and the PPI monthly index from one year prior. The resulting index point change is divided by the prior year monthly index to obtain a percentage to apply to the current hourly rates. The PPI Series ID PCU5413—5413—(Architectural, engineering and related services) can be found at: [http://data.bls.gov/timeseries/PCU5413--5413--?data_tool=XGtable](http://data.bls.gov/timeseries/PCU5413--5413--?data_tool=XGtable). If at any time the above Index Series ID is discontinued or becomes unavailable, the State reserves the right to implement a comparable Index.

An example of the rate adjustment calculation is as follows (all numbers and titles used are form illustrative purposes only):

<table>
<thead>
<tr>
<th>Date Range</th>
<th>Billing Rate</th>
<th>PPI Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2022-12/31/2022 Billing Rate</td>
<td>$9.00/hour</td>
<td>132.1</td>
</tr>
<tr>
<td>October 2022 PPI Index (PCU5413—5413--)</td>
<td>132.1</td>
<td>130.0</td>
</tr>
<tr>
<td>Index Point Change</td>
<td>2.1</td>
<td></td>
</tr>
<tr>
<td>Divided by Previous Index</td>
<td>130.0</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Percent Change, rounded to the nearest tenth</td>
<td>1.6%</td>
<td></td>
</tr>
<tr>
<td>1/1/2023-12/31/2024 Billing Rate</td>
<td>$9.14/hour</td>
<td></td>
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</table>

If the actual start date of the contract is substantially different than the above estimated date, then the effective date for the rate adjustment will be similarly changed.

NYSDOT reserves the right to negotiate a lower rate adjustment than stated above for the additional one-year extension.
4 Scope of Services

4.1 Project Overview
Consultants awarded contracts as a result of this RFP shall provide qualified Appraisers to provide appraisal services on an as-needed, Task Order Assignment basis for the term of the contract. Appraisal services will be needed on acquisitions for a transportation construction project. It is estimated that the primary contract will include approximately 66 appraisals and the secondary contract will include approximately 26 appraisals (Refer to Attachment 12: Cost Proposal Workbook for clarification of appraisal type).

The composition of the estimated 66 appraisals and 1 Sales Brochure for the Primary Contract is as follows:

<table>
<thead>
<tr>
<th>32 – CAP 1 Appraisal</th>
<th>3 – CAP 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 – CAP 2</td>
<td>6 – CAP 8</td>
</tr>
<tr>
<td>1 – CAP 3</td>
<td>2 – CAP 9</td>
</tr>
<tr>
<td>1 – CAP 4</td>
<td>2 – CAP 10</td>
</tr>
<tr>
<td>3 – CAP 5</td>
<td>9 – CAP 11</td>
</tr>
<tr>
<td>2 – CAP 6</td>
<td>1 – CAP 12 Sales Brochure</td>
</tr>
</tbody>
</table>

The composition of the estimated 26 appraisals and 1 Sales Brochure for the Secondary Contract is as follows:

<table>
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<tr>
<th>1 – CAP 4</th>
<th>3 – CAP 5</th>
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<tbody>
<tr>
<td>2 – CAP 6</td>
<td>2 – CAP 7</td>
</tr>
<tr>
<td>6 – CAP 8</td>
<td>2 – CAP 9</td>
</tr>
<tr>
<td>1 – CAP 10</td>
<td>9 – CAP 11</td>
</tr>
<tr>
<td>1 – CAP 12 Sales Brochure</td>
<td></td>
</tr>
</tbody>
</table>

Note: The total and type of appraisals needed is only an estimate and is subject to change.

Occasionally, appraisal services may be needed under other circumstances which shall be described in the Task Order Assignment.

Should additional Appraisals be required, compensation will be made at the price proposed for the corresponding category listed above. If additional appraisals are required that are not categorized above, those appraisals will be billed at the hourly rate proposed for the appropriate Appraiser level listed in the Task Order Assignment.

NYSDOT’s Task Order Assignments shall include, but not be limited to, the following services:
- Appraisal of real estate;
- Appraisal of structures;
- Appraisal of land improvements;
- Appraisal of fixtures or other attachments that traditionally are conveyed as part of real estate transactions;
• Appraisal of fee title or easement interest in the property to be used for the proposed improvement.

Task Order Assignments are typically prepared by the Regional Appraisal Manager and shall include the following:

a. Scope of Work, including the number and type of appraisals required.
b. Special requirements (if any).
c. Project schedule, including duration of assignment and required completion date as determined by the Regional Appraisal Manager.
d. A template to be used for the Appraisal Report.
e. A list of design documents being provided to the Consultant for use in determining the impact of the project on the property being acquired as well as the impact on the property not being acquired, per Chapter 5 of the NYSDOT Highway Design Manual, to including but not limited to the following:

i. Baselines and center lines.
ii. Proposed construction work limits such as toes and tops of slopes or safety-related clear areas.
iii. Anticipated construction operations and stages, traffic control plans, erosion and sediment control plans.
iv. Proposed structures such as bridges with wingwalls, buildings, sidewalks, retaining walls, and sign and lighting structures.
v. Existing private underground services such as utility lines, wells, septic systems, and storage tanks (especially when the site is known as a former gasoline station location).
vi. Approximate boundary of contaminated soils, if known.
vii. Existing and proposed access control delineated and labeled.
viii. Existing and proposed aboveground and underground private and municipal utilities (e.g., fire hydrants, underground utility lines & structures, utility poles, signal poles, pull boxes.
ix. Proposed drainage facilities, including piping, underground structures, headwalls, open ditch lines with the direction of flow indicated, and stormwater management facilities.
x. Existing highway boundary lines and proposed right of way acquisitions.
xi. Types of acquisitions indicated and labeled with the purpose of each easement.
xii. The limit of work on all side roads and driveways.
xiii. Any building acquisitions and all structure encroachments into the right of way.
xiv. The separate identification of all properties from which ROW is being acquired but were not identified, or were identified but are no longer needed, on the Abstract Request Map.

Consultant contracts will be administered and managed by the Director of NYSDOT’s Office of Right of Way or his/her designee. Task Order Assignments will be administered and
managed by the Regional Appraisal Manager or his/her designee, in the region issuing the order.

Consultant shall be required to confer with the NYSDOT Appraisal Reviewer and/or Appraisal Manager throughout the appraisal process, beginning with participation in a pre-appraisal meeting and periodically throughout the assignment as needed. In accordance with the requirements of law, regulations and USPAP, each appraisal will be reviewed and, depending on appraised value and complexity of the appropriation, undergo a second level review. The Consultant will be expected to confer and cooperate with NYSDOT personnel and to provide sufficient evidence within their report, satisfactory to NYSDOT, to support their opinion of value. The scope, schedule and description of the work to be performed by the Consultant will be completely defined and authorized on a project-by-project basis in a Task Order Assignment.

4.2 Tasks
Detailed descriptions of tasks and a schedule of deliverables can be found in Attachment 11: Scope of Services/Detailed Task Descriptions.

Task 1 - Sales Brochure (Covering the Market, if required)
Task 2 - Economic Land Analysis Study or Feasibility Analysis of the Highest and Best Use
Task 3 - Appraisal Report
Task 4 - Project Plans and Effects of Construction
Task 5 - Appraisal Revisions and/or Updates
Task 6 - General Map and Property Appropriation Maps
Task 7 - Submission of an Appraisal Check Sheet

4.3 Organization and Staffing
The qualifications and prior experience of the Proposer are of great importance to NYSDOT. The Proposer will create an organization chart that describes the reporting relationships of all key personnel identified in Attachment 10: Contract Job Title Descriptions & Qualifications.

4.4 Deliverables
A. All final reports shall be delivered to the Regional Appraisal Manager or as directed by NYSDOT, by the completion date, with no further corrections needed. In some instances, a Task Order Assignment may require that a draft appraisal report be provided to the Regional Appraisal Manager prior to the completion date.

B. Copies; Printed, paper copies are to be prepared and delivered as follows:
   1. Project Appraisals over $50,000: (1) Original, (2) copies
   2. Project Appraisals under $50,000: (1) Original only
   3. Sales Brochure: (1) Original, (1) copy (Main Office Review will have access to the regional appraisal copy of the brochure)
In addition to the paper copies above, all completed appraisal reports and sales brochures must be available in a PDF version and transmitted electronically to the Regional Appraisal Manager. Any revised or updated appraisal is a new appraisal assignment and is to be treated as any other appraisal according to the directions above.

All task-specific deliverables are defined in Attachment 11: Scope of Services/Detailed Task Descriptions. All records/reports must be in Word, Excel, PDF or another format acceptable to NYSDOT. Documents must be available when requested by NYSDOT or automatically shared with NYSDOT in electronic format via e-mail or managed file transfer (for larger sized documents). Should NYSDOT want to review records pertaining to this contract at the selected Consultant’s offices, NYSDOT shall be given access to those files upon reasonable notice.

The Consultant must maintain all records at a location accessible by NYSDOT staff and in an electronic format acceptable to NYSDOT. Per the contract, all records produced under this contract are property of NYSDOT. Should the work between NYSDOT and the selected Consultant be terminated, all records shall be turned over to NYSDOT or its designated recipient.
5 Proposal Content and Format
For the purposes of evaluation, each Proposal must be submitted in two (2) parts, bound separately (3-ring binder). Part I shall consist of the Technical and Management Proposal Submission. Part II shall consist of the Cost and Administrative Proposal Submission. Each part of the Proposal must be independent of each other so that the evaluation of both parts can be accomplished independently and concurrently and the Technical and Management Proposal Submission can be evaluated strictly based on merit. Cost information must not be included in the Part I: Technical and Management Proposal Submission. The Proposal should follow the format listed below.

Note: NYSDOT will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”), Article 6 of the Public Officers Law. If an offerer believes information included in their Proposal is confidential and proprietary, they should identify those pages of their Proposal which contain such information as “Confidential and Proprietary”. Additionally, offerers need to explain the reason(s) why this information should be considered exempt from public disclosure under FOIL. This information is to be provided in the Cover Letter.

Note: Cost information is NOT to be included in Part I: Technical and Management Proposal Submission. Technical information is NOT to be included in Part II: Cost and Administrative Proposal Submission.

5.1 Technical and Management Proposal Submission
Part I shall include the following sections:

1. Cover Letter and Title Page, indicating:
Name, address and phone number of the Proposer, and the name, title, address, email and telephone number of the person(s) with authority to negotiate and who may be contacted during the procurement process. Confidential and proprietary information should also be identified and addressed in this section. Not to exceed one (1) double sided page for the Cover Letter and one (1) single sided page for the Title Page.

2. Table of Contents
All sections must be separated by labeled tabs, and every page shall be sequentially numbered from 1 – “last”.

3. Narrative Description
Briefly outline the substance of the proposal. Provide a brief and concise description of the proposed approach and management and administrative efforts. Highlight the strengths and capabilities of your firm and its associated Appraisers as well as any Subconsultants and how they can be used to respond to and deliver requested real estate appraisal services for NYSDOT projects on time and on budget. Include enough substantive discussion to demonstrate an understanding of NYSDOT’s project objectives and familiarity with applicable laws, rules, practices, procedural requirements, risks, etc. Explain in sufficient detail how your proposal will
help NYSDOT to ensure compliance with applicable requirements of the Eminent Domain Procedure Law and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Specifically, describe how, if selected, the firm will be able to meet the deadlines identified in the task, the staffing level, and the use of subconsultants, if applicable. **Not to exceed two (2) single sided pages.**

4. **Approach, Scope of Services and Schedule**
Describe the approach for performing the work and accomplishing project objectives. A detailed scope of services is provided in **Attachment 11: Scope of Services/Detailed Task Descriptions**. Base the approach on these tasks or suggest alternative tasks which could improve the ability of the project to meet its objectives. NYSDOT wants to allow flexibility for the inclusion and consideration of ideas, initiative and creativity of the Proposer. Alternative tasks and suggestions are encouraged and will be reviewed with interest within the framework of the stated objectives and scope of services for the project. Fully explain and justify the proposed approach if it significantly departs from the general scope of services or if the general scope of services requires clarification or re-working.

5. **Organization and Staffing**
Provide an organizational chart for the project showing the names of the Proposer’s Key Personnel. If subconsultant’s are to be used, explain the specific need for the expertise and describe the arrangements. Describe the plan for phasing project personnel into the effort. The Consultant Project Manager shall serve as the primary contact with NYSDOT Project Manager and is responsible for the performance of all key personnel, production staff, and support staff assigned to the contract, as well as contractual matters on the Consultant’s side.

6. **Experience**
The qualifications and prior experience of the Proposers are of great importance to NYSDOT. Direct or prior related experience in appraisal services and geographic competency is highly desirable. Provide a minimum of three (3) projects completed within the last three (3) years which are relevant to this project. Proposers may substitute completed projects with projects that are currently in progress if necessary. Briefly describe all proposed Key Personnel’s education, relevant training and years of appraisal or relevant experience. Provide **Attachment 9: Key Personnel References Form** for all Key Personnel. Include names, addresses and phone numbers of contact points with the listed clients. NYSDOT reserves the right to request information from any source so named.

The Key Personnel (as identified in **Attachment 10: Contract Job Title Descriptions & Qualifications**) proposed by the Proposer are an important factor in the evaluation of the Proposal. Thus, NYSDOT expects that the personnel proposed will be available at the start of the contract term. As a result, any Key Personnel proposed by the Proposer that does not perform the required work under the contract for the initial thirty (30) calendar days after the effective date of the Notice to Proceed may, at NYSDOT’s discretion, result in a $10,000 charge per Key Personnel as liquidated damages.
In addition, if at any time during the term of the contract a member of the Consultant’s Key personnel needs to be replaced, the Consultant shall have 30 calendar days to submit a qualified candidate (at the same or greater level of experience and expertise) to NYSDOT for approval.

In the event NYSDOT needs services during this period, NYSDOT reserves the right to issue a Task Order to the Secondary Consultant and charge and bill the Primary Consultant a 10% administrative fee of the value of the Task Order.

In the event the Consultant is unable to provide a qualified candidate within 3 calendar days, and NYSDOT must use in-house staffing, or NYSDOT must hire a separate consultant to provide the personnel, NYSDOT may, at its discretion:

1. Charge and bill the Consultant $100/hour for the use of in-house NYSDOT personnel, or
2. Charge and bill the Consultant a 10% administrative fee on top of and in addition to whatever, NYSDOT is billed by an out-of-house consultant. If, for example, NYSDOT must hire a separate consultant to provide a service at $100/hour, NYSDOT will charge and bill the Consultant $110/hour.

The determination that a candidate is “qualified” is the sole discretion of NYSDOT. All amounts specified will be charged as an offset against future Consultant invoices.

**Mandatory Requirement:** Provide verification that at least one member of the firm is currently duly Certified to transact business as a Real Estate General Appraiser by the NYS Department of State. This applies to each Consultant and to each proposed Subconsultant. Additionally, at least one member of the Consultant firm, or Subconsultant must qualify for Level 3 assignments as defined in **Attachment 10: Contract Job Title Descriptions & Qualifications**.

**5.2 Cost and Administrative Proposal Submission**
Part II shall consist of the Cost and Administrative Proposal Submission

1. Cost Proposal Section
   NYSDOT requires that all cost information be presented using the RFP-provided Microsoft Excel Workbook (See **Attachment 12: Cost Proposal Workbook**) in both hard copy and electronic copy on flash drive. The accuracy of the information that is entered into the Cost Proposal Workbook is the sole responsibility of the Proposer. When completing the Cost Proposal Workbook, Proposers shall follow these instructions:

   a. The one-time and recurring costs the Proposer provides within the Cost Proposal Workbook shall include ANY and ALL one-time and recurring fees, charges or costs for the duration of the contract, including, but not limited to:
      i. All direct and indirect costs, all overhead, fees and profit
      ii. Labor, parts, shipping, material and equipment costs
iii. Maintenance services as specified herein
iv. Administrative, reporting or other requirements
v. Travel costs, parking fees, and any other ancillary fees including permits, licenses, insurance, etc.
vi. Services not explicitly stated in this solicitation, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted.

b. Terminology used in Attachment 12: Cost Proposal Workbook for services must be consistent with the terminology used in Part I: Technical and Management Proposal Submission.
c. All worksheets included in Attachment 12: Cost Proposal Workbook must be completed in order for the response to be considered complete and responsive.
d. Proposers shall only make entries in the colored cells. Changes should not be made to the Cost Proposal Workbook format or formulas. PROPOSERS SHALL NOT ATTACH ANY ADDITIONAL OR QUALIFYING INFORMATION UNLESS SPECIFICALLY INSTRUCTED TO DO SO.

2. Administrative Section
a. Vendor Responsibility
In accordance with the NYS Finance Law, NYSDOT will only make contract award to vendors that are determined to the responsive and responsible. All Proposers of contracts valued at $100,000 or more, and subconsultants with services valued at $100,000 or more shall be required to submit a Vendor Responsibility Questionnaire through the office of the State Comptroller at: http://www.osc.state.ny.us/vendrep/index.htm and include a copy of the online certification, or include a hard copy of the completed Vendor Responsibility Questionnaire.

b. Acceptance of Contract Terms and Conditions
Proposers shall complete and submit Attachment 2: Consultant Information and Certification Forms, to indicate their acceptance of all terms and conditions contained in Attachment 1: Draft Contract. Attachment 2 requires the signatures of an official authorized to bind the Proposer to all provisions, a statement certifying that the Proposal shall remain valid for 365 days, a statement that the Proposer accepts the RFP’s Scope of Services “as-is”, and a statement, that if awarded the contract, the Proposer will comply with all requirements of the RFP, including all attachments. Altering this form without the prior written approval of NYSDOT, is prohibited and may lead to the Proposal being deemed non-responsive and subsequently dismissed.

No exceptions to any of the draft contract terms and conditions will be entertained by NYSDOT. Conditional Proposals will be deemed non-responsive.

c. Modification Acknowledgement Form
Complete and submit Attachment 3: Acknowledgment of Receipt (AOR), indicating receipt of any Modifications and Q&A issued by NYSDOT.
d. Procurement Lobbying Law (PLL)

Filing the two required PLL forms is mandatory for all consultants in order to be considered for contract award. These forms are:

Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b) https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/offers_affirmation_and_agreement_form.pdf


For additional information refer to Attachment 4: Procurement Lobbying Law Compliance.

e. Non-Collusive Bidding Certification
All Proposers shall complete and submit Attachment 6: Non-Collusive Bidding Certification.

f. Vendor Assurance of No Conflict of Interest or Detrimental Effect
All Prime Proposers and Subconsultants shall complete and submit Attachment 7: Vendor Assurance of No Conflict or Detrimental Effect.

Use Contract Number C037914 wherever requested in the forms. Per Procurement Lobbying Law of 2005 only the individuals identified as Designated Contacts in Section 1.4 of this RFP shall be contacted if you have any questions.
6 Criteria for Evaluation of Proposals

6.1 General
Proposals shall be pre-screened to determine if they meet the minimum RFP responsiveness, referenced in Section 1.3. Those which do not shall be deemed non-responsive and shall be removed from further consideration.

Proposals shall then be evaluated by the Department using a Best Value Method evaluation process based on the technical and cost criteria described below. Technical considerations are of greater importance than pricing considerations, however, price is a significant factor in the Department’s evaluation of Proposals. Technical Proposals will be scored based on the information provided under Section 5.1 in accordance with the pre-established criteria listed in Section 6.2. The cost portion of Section 5.2 will be point scored in accordance with the pre-established criteria listed in Section 6.3.

The Technical and Management Proposal Submission evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management personnel. Committee members will score each Proposal individually and then meet as a group to discuss the Proposals. Evaluators will be allowed to revise scores based on committee discussions. Only Proposals determined to be technically acceptable and subject for contract award will be considered further and have their Cost Proposal included in the selection process.

Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their Proposal through written clarifications and/or technical interviews/demonstrations. If written clarifications are required to complete the technical evaluation of Proposals, evaluators will be allowed to revise their technical scores based on this clarifying information. Furthermore, the Department reserves the right to ask clarifying questions regarding each Cost Proposal (included in Part II: Cost and Administrative Proposal Submission).

The Department reserves the right to request best and final offers from firms that are determined to be susceptible to contract award.

6.2 Technical and Management
The Technical and Management Proposal will be scored and will represent 80% of the total score for a Proposal. The major evaluation criteria are listed below:

1. Experience of Firm and Key Personnel (Up to 40 points)
   a. Overall quality, extent and relevance of experience of the firm and key personnel during the past three (3) years relevant to the scope of services for this project. (Up to 30 points)
   b. Quality, extent and relevance of education, training and appraisal level of Key Personnel. (Up to 10 points)
2. Approach to Scope of Services and Schedule (Up to 40 points)
a. Quality of approach to the scope of services for accomplishing the project objectives, initiative and creativity. (Up to 25 points)
b. Completeness and reasonableness of the project schedule. (Up to 15 points)

6.3 Cost
The Cost portion of Part II: Cost and Administrative Proposal Submission will be point scored and will represent 20% of the total score for a Proposal. The calculation of a cost score will be based on the following method:
1. The Proposal with the lowest overall total price will receive the full amount of points.
2. Proposals with higher overall total prices will receive proportionately lower Cost Proposal scores.
3. This point total will be calculated by dividing the lowest proposed Cost Proposal price by the Cost Proposal price of each Proposal, multiplied by the maximum weight for the Cost Proposal (20%).
4. A final Cost Proposal score shall be calculated once all Cost Proposal evaluations have been completed.

6.4 Written Technical Clarifications/Re-Score
The Department reserves the right to seek written clarifications from firms submitting Proposals to assure a full understanding of their responsiveness to the Technical requirements. A Proposer may be required to provide written clarifications at any time during the Proposal evaluation process. Evaluators will be allowed to revise their Technical Proposal scores based on receipt and consideration of this additional information and follow-up committee discussions. Reasons for any score change shall be documented.

6.5 Best & Final Offer (BAFO)
The Department reserves the right to request Best and Final Offers (BAFO) from any firm that submits a responsive proposal. Any BAFO request may ask for additional further clarifying Technical and/or Cost Proposal questions of Proposers to further clarify their submitted Proposals. The Department may also request a Cost Only BAFO. Should the Department opt to request BAFOs, all Proposers will receive a BAFO request. Responding Proposers will be allowed to submit a BAFO (Technical and/or Cost). Proposers may opt to not submit a BAFO. TEC members will be allowed to revise their technical scores for the written Technical Proposal based on considerations of any new or changed Technical Proposal information contained in any BAFO (TEC members will re-sign and date the scoresheets). If changes to a Proposer’s Technical Proposal lead to corresponding necessary revisions to their Cost Proposal (or should a firm opt to clarify their Cost Proposal) or should the Department opt to request Cost only BAFOs, the Department’s Designated Representative shall make the necessary, appropriate adjustments to that Proposer’s Cost Proposal evaluation.

6.6 Proposal Withdrawal
Should any firm withdraw their Proposal, the Department will remove that Proposals’ technical and cost information from the Best Value evaluation documentation and shall recalculate the remaining Proposers’ technical and cost scores (without the withdrawn Proposers’ information).
6.7 Final Best Value Determination

After evaluation of all technical information submitted by competing Proposers (i.e., initial written Technical Proposals, written clarifications, and possible BAFOs), the Department will perfect (curve) the weighted written Technical Proposal scores so that the highest weighted Technical Proposal score will be assigned a perfect score of 80 points with the other lower weighted written Technical Proposal scores adjusted proportionately downward. Perfected cost scoring results (up to 20 points) will be added to the perfected Technical Proposal score to generate the tentative final best value score by Proposer. Proposers shall be ranked in Final Best Value score order (highest to lowest).

_Tie-Breaking Rule:_ Should any of the tentative Final Best Value scores of one or more Proposals line within 2 points of each other, then the State Finance Law Section §163(10(a) shall be used to settle any ties.

Once all possible score ties have been cleared, the Department will determine the Final Best Value score, where after the Proposal with the highest Final Best Value score shall be recommended to the Department’s Executive Management for contract award.

6.8 Consultant Selection Recommendation and Tentative Contract Award

A Designation & Evaluation Process Results and Approval Memo shall be prepared and forwarded to the applicable Department’s Executive Manager(s). The memo shall recommend selection of the top-ranked Best Value Consultant for tentative Contract award. The Executive Manager(s) will be asked to concur with the final conclusion of the Proposal evaluation process and designate the Best Value Consultant based upon the results.

Should negotiations with the Best Value Consultant fail to produce an agreed upon contract(s), then the Department’s Executive Management will designate tentative contract award to the next highest ranked Best Value Consultant. This process may repeat itself until acceptable contract(s) are consummated.

At the conclusion of the evaluation process, an announcement of the Department’s designation(s) will be posted on the Department website. All Proposers shall be notified in writing regarding the results from the solicitation and will be offered an opportunity to hold a debriefing. Debriefing requests should be made to the Department’s Designated Representative within 15 calendar days from the date of the designation notice. Further, it is expressly understood that this Request for Proposals does not commit the Department to award a contract, pay any costs incurred in the preparation of a Proposal to this request, or to procure or contract any services or supplies. Further, the Department shall have no obligation or liability whatsoever to the Consultant selected as a result of this solicitation unless and until a contract satisfactory to the Department is approved and executed by the Consultant and all necessary State officials.
7 Administrative Specifications

7.1 Proposal Submission

The Proposal shall be signed by an official authorized to bind the Proposer.

Proposals shall submit one (1) original plus five (5) copies of Part I – Technical and Management Proposal Submission and one (1) original plus three (3) copies of Part II – Cost and Administrative Proposal Submission. One (1) electronic copy of Part I – Technical and Management Proposal Submission and one (1) electronic copy of Part II – Cost and Administrative Proposal shall be submitted on a single Flash-Drive.

All Proposals must be received by the Department by **12:00 p.m. (EST) on March 13, 2020**. The Proposal must be addressed to:

Micheleen Gregware  
NYS Department of Transportation  
Office of Contract Management  
50 Wolf Rd, 6th Floor  
Albany, NY 12232  
**ATTN: #C037914, Appraisal Services for NYSDOT, Region 5**

7.2 State’s Rights

All Proposals, upon submission to the Department, shall become its property for use as deemed appropriate. By submitting a Proposal, the Proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The Department attests to the following prerogatives regarding Proposals submitted:

3. To accept or reject any or all Proposals;  
4. To correct any arithmetic errors in any or all Proposals;  
5. To change the Proposal’s due date upon appropriate notification to interested firms;  
6. To eliminate any mandatory RFP requirement(s) or specification(s) unmet by all Proposers in the evaluation of received Proposals;  
7. To adopt any or all of a successful Proposer’s Proposal;  
8. To negotiate modifications to the scope, milestone payments schedule and total cost, and contract terms and conditions with the selected Proposer prior to contract award only if it is in the best interest of the State to do so;  
9. To disqualify a Proposer from receiving the award if such Proposer, or anyone in the Proposer’s employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;  
10. To revise/amend any provision if this RFP by written notification to Proposer’s, prior to Proposal submission;
11. To make inquiries, by means it may choose, into the Proposer’s background or statements made in the Proposal to determine the truth and accuracy of all statements made therein;
12. To select and award the contract to the Proposer whose proposal represents the best value to NYSDOT;
13. Conduct contract negotiations with the next responsible Proposer, should NYSDOT be unsuccessful in negotiating with the selected Proposer; and
14. Any contract entered into pursuant to an award of this solicitation shall contain a provision which grants the option to extend the terms and conditions of such contract to any other New York State agency. However, any response to this solicitation shall be based solely on the purpose of this solicitation and shall not factor in the possibility that this contract may, in the future, be applicable to other state agencies. Please be advised that any award made pursuant to this solicitation shall be based on the specific requirements of this solicitation only.

7.3 Consultant Responsibility When Proposing Former NYSDOT Employees
It is the Consultant’s responsibility to ensure they propose staff that is eligible to work on the proposed project. It is an individual’s responsibility to comply with the Public Officer’s Law.

The following procedure applies if either of the following criteria is met:
• It is two years or less between the date that the individual is proposed and the individual’s date of separation from the State.
• The individual proposed has worked on the project while employed by NYSDOT regardless of how long ago they left NYSDOT.

Procedure
• Before the Consultant proposes an individual, the individual must obtain an opinion from the New York State Joint Commission on Public Ethics (http://www.jcope.ny.gov) that approves their participation in the project as they are proposed.
• A copy of this opinion must be on file in the Consultant’s office and available for review by NYSDOT if requested.
• Failure to obtain New York State Joint Commission on Public Ethics approval for an individual’s participation in a project may jeopardize the firm’s designation for that project.

7.4 Method of Payment
Payment for services provided under the Contract resulting from this RFP will be fixed for the duration of the Contract unless changed by an executed Contract Amendment. The Consultant will designate a Billing Representative who will be responsible for resolving any invoicing issues during the term of the contract. Payment shall only be rendered following NYSDOT’S acceptance of a completed Task Order Assignment. In some instances, the Department may agree to make partial payments for Task Order Assignments with multiple appraisals; the agreement to make partial payments must be made in advance of commencement of work on the Task Order Assignment.
The project shall be Lump Sum Payment based and will be paid on the acceptance of completed deliverables as specified in **Attachment 11: Scope of Services/Detailed Task Descriptions**.

Requests for progress payments and final payments shall be made by the designated consultant on standard payment request forms (FIN-421). Use proper procedures for billing each deliverable. Submit a draft billing to NYSDOT’s assigned Project Manager via the following sample electronic billing: [https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions](https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions). The sample spreadsheet contains all proper, required billing forms, as well as a sample billing. The Project Manager will respond via email either with comments/corrections or with an approval to submit the final billing via signed hardcopy. The last and final payment will become due and payable within thirty (30) days after delivery of the final deliverable(s) and standard NYS FIN 421 payment request form.

### 7.5 Information for Selected Consultant(s)

1. **Registration with NYSDOT**
   Consultant firms entering into contracts with the New York State Department of Transportation (NYSDOT) as prime consultants, joint venture partners, or subconsultants, are required to electronically register their firm using the Consultant Selection System web application (CSSWeb) by creating and registering an account to: 1) create and assign Consultant Identification Numbers (CINs) for each office registered by the firm; 2) provide general firm information including, but not limited to, legal name, Federal Identification Number (FEIN), ownership type, DBE/MBE/WBE status, firm principals, and office(s) address information. All consultant firms participating in a potential Contract must be registered electronically with NYSDOT prior to that Contract being forwarded to the Office of the State Comptroller for approval. Registered firms are responsible for verifying and updating their registration information for the duration of the Contract.


   Questions regarding the CSSWeb application and firm registration should be directed to the CSSWeb administrator at css@dot.ny.gov or by telephone at (518) 457-2600.

2. **Registration with Statewide Financial System (SFS)**
   Should this solicitation lead to a designation, the Prime consultant(s) will be required to electronically register with the Statewide Financial System (SFS) – if not already registered. NYSDOT will initiate the registration process in the SFS application and then contact the Prime consultant to provide them with further direction for completion of the registration process. The result of this process is an established SFS vendor number assigned to the Prime Consultant. If a firm has already registered in SFS in conjunction with another procurement, it will not likely need to be registered for this opportunity. However, a SFS vendor number is firm name specific. Since many firms have different variations of their business identities,
firms will be required to register in the name of the business entity that NYSDOT’s is doing business with.

3. Consultant Employment Disclosure Requirements
Prime consultants should become familiar with the Consultant Employment Disclosure requirements, which went into effect June 19, 2006 at https://www.dot.ny.gov/main/business-center/consultants/consultants-repository/contractor_instr_forms_a_b.pdf. The Consultant selected for this solicitation shall be required to complete “State Consultant Services – Contractor’s Planned Employment” (Form A, Attachment 5) and submit when the contract is signed. For each contract year thereafter, the Consultant shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B, Attachment 5) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the contract is in effect.

4. Insurance Requirements
Please carefully read the terms and conditions of the draft contract appended as Attachment 1 of this RFP. Your attention is drawn to the insurance requirements for this project that are contained in Article 12 of the draft contract. These insurances are mandatory for the firm(s) selected as a result of this solicitation and will not be waived.

5. Contractor Tax Certification
Per section 5-a of the NYS Tax Law, all vendors selected for contracts in excess of $100,000 for the sale of goods or services must complete and submit Forms ST-220-CA and ST-220-TD (Contractor Certifications). The forms and instructions are available at: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf (Form ST-220-CA) and http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf (Form ST-220-TD).

6. Certification Form EO-177
In accordance with Executive Order No. 177, the successful Proposer will be required to certify that it does not have institutional practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Certification Form EO-177 will be provided with the contract documents. The completed and signed certification must be returned with the firm’s executed contract.

7.6 Inquiries and Information
All questions concerning this solicitation must be directed only to the individual(s) specified in Section 1.4 of this RFP. The last date to submit questions for this solicitation is stated in Section 7.8 below. Responses to all questions of a substantive nature, as well as copies of the questions, will be posted to the NYSDOT website.

7.7 Protest Procedures
The New York State Department of Transportation (NYSDOT) has established a protest procedure to be utilized when an interested party challenges a Non-Engineering consultant designation by NYSDOT. The complete procedure can be accessed via [https://www.dot.ny.gov/main/business-center/consultants/general-info](https://www.dot.ny.gov/main/business-center/consultants/general-info).

### 7.8 Tentative Schedule of Key Events
NYSDOT will attempt to adhere to the following tentative schedule regarding the processing of this solicitation:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>February 14, 2020</td>
</tr>
<tr>
<td>Pre-Proposal Webinar/Conference</td>
<td>February 21, 2020 @ 11:00AM (EST)</td>
</tr>
<tr>
<td>Question Submittal Deadline</td>
<td>February 28, 2020 @ 4:00PM (EST)</td>
</tr>
<tr>
<td>Question Response Deadline</td>
<td>March 4, 2020</td>
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<tr>
<td>Proposal Due Date</td>
<td>March 13, 2020</td>
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<tr>
<td>Recommendation &amp; Designation</td>
<td>April 2020</td>
</tr>
<tr>
<td>Contract Finalization</td>
<td>Late April/Early May 2020</td>
</tr>
<tr>
<td>Contract Award</td>
<td>July 2020</td>
</tr>
</tbody>
</table>
8 Attachments

Attachment 1  Draft Contract
Attachment 2  Consultant Information and Certification
Attachment 3  Form AOR Acknowledgement of Receipt
Attachment 4  Procurement Lobbying Law Compliance
Attachment 5  Consultant Disclosure Legislation Forms A & B
Attachment 6  Non-Collusive Bidding Certification
Attachment 7  Vendor Assurance of No Conflict of Interest of Detrimental Effect
Attachment 8  Executive Order 177 Certification
Attachment 9  Key Personnel References Form
Attachment 10 Contract Job Title Descriptions & Qualifications
Attachment 11 Scope of Services/Detailed Task Descriptions
Attachment 12 Cost Proposal Workbook
Attachment 13 RFP Modifications
Attachment 14 General Guidelines for Preparing Appraisals for NYSDOT
Attachment 15 Value Finder Appraisal Report
Attachment 16 Summary of Valuation (Allocation of Before and After Values)
Attachment 17 Compensable and Non-Compensable Guidelines
Attachment 18 Guidelines for Rounding
Attachment 19 Certificate of Appraiser
Attachment 20 Office of Right of Way – Full Before & After and Value Finder Appraisal Report Format
Attachment 21 Comparable Sale Data Sheet and Analysis
Attachment 22 NY Department of Transportation Regional Map
Attachment 1: Draft Contract

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F.A. No.: _____________________    PIN: _________________________

COMPTROLLER’S CONTRACT NO.: C037914

PROJECT: APPRAISAL SERVICES FOR NYSDOT, REGION 5

This Contract made pursuant to Section 14 of the Transportation Law, by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as the “STATE”) acting by and through the Department of Transportation (hereinafter referred to as the “DEPARTMENT” or “NYSDOT”) whose office is at 50 Wolf Rd, Albany, NY 12232, and

Consultant Firm Name
Consultant Firm Address
Consultant Firm Address
(hereinafter referred to as the “Consultant”)

WITNESSETH:

WHEREAS, the DEPARTMENT desires the CONSULTANT because of its ability and reputation, to perform the services hereinafter mentioned upon the PROJECT which is fully described in SCHEDULE A and the CONSULTANT agrees to provide these services.

NOW, THEREFORE, the parties hereto, for the consideration hereinafter named, do agree as follows:

ARTICLE 1 – PERFORMANCE OF WORK
The CONSULTANT shall perform all work described in SCHEDULE A and cause such work to be performed in an efficient and expeditious manner and in accordance with all terms and provisions of this CONTRACT. The CONSULTANT shall perform the work in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in SCHEDULE A. The CONSULTANT shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the work in accordance with this CONTRACT. The CONSULTANT’S Project Manager shall have the responsibility for the overall supervision and conduct the work on behalf of the CONSULTANT and that the persons described in SCHEDULE A shall serve in the capacities described herein. Any change of key personnel by the CONSULTANT shall be subject to the prior written approval of the
STATE. The STATE reserves the option to extend the terms and conditions of this CONTRACT to any other state agency in New York subject to the approval of all necessary state officials.

The CONSULTANT shall commence work no later than ten (10) calendar days after receiving notice to proceed from the DEPARTMENT.

ARTICLE 2 – DOCUMENTS FORMING THE CONTRACT
The CONTRACT documents shall be deemed to include this AGREEMENT (including Exhibits), the provisions required by state and federal law to be inserted in the CONTRACT as set forth in Appendix A, Appendix A-1, Appendix B, Appendix C, Appendix D, Schedule A (including Exhibits), Schedule B (including Exhibits), the DEPARTMENT’S Request for Proposals (RFP, dated February 14, 2020, including any modifications) incorporated by reference, and the CONSULTANT’S Proposal (dated ___, including any clarifications) incorporated by reference.

ARTICLE 3 – ORDER OF PRECEDENCE
In the event of any inconsistencies between or among the provisions and contents of this CONTRACT, it is agreed that such inconsistency shall be resolved in the following descending order of precedence:
1. APPENDIX A;
2. The provisions required by state and federal law to be inserted in the CONTRACT as set forth in APPENDIX A-1, APPENDIX B, APPENDIX C, and APPENDIX D,
3. This CONTRACT, including Signature Page, Notary Page, and Exhibits;
4. SCHEDULE A (including Exhibits);
5. SCHEDULE B (including Exhibits);
6. The STATE’s Request for Proposals (including any modifications); and
7. The CONSULTANT’s Proposal.

ARTICLE 4 – TERM OF THE CONTRACT
The CONSULTANT agrees to complete all work of this CONTRACT as required within a two (2) year base term, which shall commence upon final approval by the NYS Office of the State Comptroller (OSC) and end 24-months thereafter. The CONTRACT may be extended for one (1) additional one-year period as may be agreed by the parties to the CONTRACT and as approved by the Office of the State Comptroller (OSC).

ARTICLE 5 – MAXIMUM AMOUNT PAYABLE
Item I – The maximum aggregate amount payable by the STATE to the CONSULTANT hereunder for the performance and completion of the work is $_________ unless increased by a CONTRACT AMENDMENT. It is understood and agreed that the STATE will only reimburse the CONSULTANT for approved costs incurred in the performance of authorized project tasks.

Item II – The CONSULTANT specifically agrees that the CONTRACT shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
ARTICLE 6 – CONTRACT PAYMENT
The CONSULTANT shall provide complete and accurate billing invoices to the DEPARTMENT to receive payment. Billing invoices submitted to the DEPARTMENT must contain all information and supporting documentation required by the CONTRACT, the DEPARTMENT and OSC. Payment for invoices submitted by the CONSULTANT shall only be rendered electronically unless payment by paper check is expressly authorized by the New York State Department of Transportation Commissioner (hereinafter referred to as the “COMMISSIONER”), in the COMMISSIONER’S sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices.

The CONSULTANT must enroll in the State Comptroller’s ePayments system to authorize electronic payments and acknowledges that it will not receive payment on any invoices submitted under this CONTRACT if it does not comply with the State Comptroller’s electronic payment procedures. Authorization instructions are provided on the State Comptroller’s website at: https://www.osc.state.ny.us/vendors/epayments.htm. For assistance, email ePayments@osc.state.ny.us.

ARTICLE 7 – PROVISION FOR PAYMENT
Item I – The State shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under this CONTRACT:

Item II – The CONSULTANT specifically agrees that the CONTRACT shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond monies available for the purpose. In no event, however, will monies be deleted from this CONTRACT except pursuant to ARTICLE 17 hereof, entitled Termination.

Item III – If the CONTRACT is extended beyond the initial based term of two (2) years, then all salary rates shown in SCHEDULE B, Exhibit 2 may be adjusted annually by the lower of either the percent change for the Producer Price Index – Architectural, Engineering and Related Services (Series ID PCU5413—5416) for the most recent 12-month period as calculated by the U.S. Department of Labor – Bureau of Labor Statistics, or 2%, whichever is lower, all depending upon current market conditions. If at any time the above Index Series ID is discounted or becomes unavailable, the STATE reserves the right to implement a comparable Index.

ARTICLE 8 – PARTIAL PAYMENTS
The CONSULTANT shall be paid in progress payments based on allowable costs incurred during the period in accordance with Article 7 of this CONTRACT established as follows:

LUMP SUM – To be negotiated as per SCHEDULE B.

The STATE will make payments to the CONSULTANT in accordance with Section 179(f) of the State Finance Law. Payments are subject to the approval of NYSDOT. Payments shall not be withheld unreasonably.
The CONSULTANT shall maintain and update once each month, if changes have taken place or are anticipated, the Project Schedule contained in SCHEDULE A.

The CONSULTANT shall inform the STATE and all subcontractors/subconsultants of the CONSULTANT’S schedule for submitting monthly vouchers to the STATE, said schedule shall by strictly adhered to by the CONSULTANT.

The CONSULTANT will not include any provisions in their subcontracts that would circumvent the intent of 49 CFR 26.29 to require the CONSULTANT to make partial payments to subcontractors/subconsultants within ten (10) calendar days after receipt of payment from the STATE.

All subcontractor/subconsultant vouchers received by the CONSULTANT at least ten (10) calendar days prior to a scheduled billing, shall be included in that billing, even if the CONSULTANT does not have other costs to be billed for that period. The CONSULTANT shall inform the subcontractor/subconsultant of the date the voucher was submitted to the STATE and the amount included for the subcontractor/subconsultant.

ARTICLE 9 – FINAL PAYMENT
Section 179 of the State Finance Law required the STATE to make final payment within thirty (30) calendar days after receipt of an invoice which is properly prepared and submitted. The STATE in accordance with the provisions of State Finance Law has determined that the STATE will require a sixty (60) calendar day audit period for final payments at which time the 30-calendar day interest-free period will commence. The CONSULTANT is required to make final payment to all subcontractors/subconsultants within ten (10) calendar days of receipt of final payment from the State.

The acceptance by the CONSULTANT of the final payment shall operate as and shall be a release to the STATE from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this CONTRACT or for any part thereof except as otherwise provided in the paragraph below.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and make such materials available at its office at all reasonable times during the term of this CONTRACT and for the period of time specified in Clause No. 10., “Records” of APPENDIX A, for inspection by the STATE, Federal Highway Administration (FHWA), or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

ARTICLE 10 – INSPECTION
The duly authorized representatives of the STATE, and on Federally aided projects, representatives of the Federal Highway Administration (FHWA), shall have the right, at all times, to inspect the work of the CONSULTANT.
ARTICLE 11 – EXTRA WORK
If the CONSULTANT believes that any work is, or may be, beyond the scope of the CONTRACT (extra work), or that additional work is necessary, the CONSULTANT shall notify the STATE, in writing of this fact prior to beginning any work. The notification shall include all information required by the DEPARTMENT. The STATE shall be the sole judge as to whether or not such work is in fact beyond the scope of this CONTRACT and constitutes extra work. No extra or additional work shall be started prior to written authorization from the STATE. The STATE shall be under no obligation to reimburse the CONSULTANT for any extra or additional work performed without the prescribed notification and authorization. The STATE will not allow fixed fee for any extra work undertaken without prescribed notification and authorization. In the event that the STATE determines that such work does constitute extra work, the STATE shall provide extra compensation to the CONSULTANT in a fair and equitable manner. If necessary, a CONTRACT AMENDMENT providing the compensation and describing the work authorized shall be issued by the STATE to the CONSULTANT for execution after approval have been obtained from necessary STATE officials, and if required, from the Federal Highway Administration.

In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render the STATE all assistance required by the STATE. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this CONTRACT for the additional services above described, the STATE’s directions shall be exercised by the issuance of a separate contract, if necessary.

ARTICLE 12 – CONSULTANT LIABILITY
To the fullest extent permissible by law, the CONSULTANT shall indemnify and save harmless the STATE, and any municipality, public benefit corporation, railroad, and/or public utility whose property or facilities are affected by the work, from suites, claims, actions, damages and costs, of every name and description arising from the work under its contract during its prosecution and until the final acceptance thereof. The CONSULTANT and any assigns, heirs, or successors in interest shall also indemnify and save harmless, to the fullest extent permitted by law, the inspecting engineer or inspector working for the STATE relative to the PROJECT from suits, claims, actions, damages and costs involving personal injury and property damage arising from the CONSULTANT’S work under the CONTRACT during its prosecution and until the final acceptance thereof. The STATE may retain such monies from the amount due the CONSULTANT as may be necessary to satisfy any claim for damages recovered against the STATE, any municipality and/or public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or consultant inspecting engineers or inspectors working for the STATE relative to the PROJECT. The CONSULTANT’S obligation under this paragraph shall not be deemed waived by the failure of the STATE to retain the whole or any part of such monies due the CONSULTANT, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the CONSULTANT under the CONTRACT, nor shall such obligation be deemed limited or discharged by the enumeration or procurement if any insurance for liability for damages imposed by law upon the CONSULTANT, Subconsultant or any municipality and/or
public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or for any consultants working for the STATE. It is understood by the STATE and the CONSULTANT that the CONSULTANT’S Professional Liability/Errors and Omissions Policy required in the Article 13 -Insurance of this CONTRACT shall be utilized for claims involving the CONSULTANT’S professional negligence.

The CONSULTANT has the obligation, at its own expense, for the defense of any action or proceeding which may be brought against the parties specified in this Section. This obligation shall include the cost of attorney’s fees, disbursements, costs and other expenses incurred in connection with such action or proceeding. Such obligation to indemnify in the foregoing paragraph does not extend to those suits, action, damages and costs of every name that arise out of this sole negligence of the STATE, or negligence of any municipality and/or public benefit corporation, railroad, or public utility whose property or facilities are affected by the contract work, or the negligence of any consultants working for the STATE, their agents or employees, relative to the construction, alteration, or repair or maintenance of a building, highway, or structure or appurtenances and appliances thereof including moving, demolition and excavating connected therewith. Notwithstanding the foregoing, the parties being defended by the CONSULTANT may elect to join any action or tender their own defense, at their sole expense and discretion.

ARTICLE 13 – INSURANCE
The CONSULTANT shall procure, at its own sole cost an expense, and shall maintain in force at all times during the term of the CONTRACT including any extensions or renewals until satisfactory completion of all work under the CONTRACT, the policies of insurance covering all operations under the CONTRACT whether performed by it or its subconsultants as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A-) or better or approved by the DEPARTMENT. The DEPARTMENT may, at its sole discretion permit the placement of policies with a non-authorized carrier or carriers upon request by the CONSULTANT accompanies by the documentation required by 11 NYCRR §20.7 et seq., provided that nothing herein shall be construed to require the DEPARTMENT to accept insurance placed with a non-authorized carrier under any circumstances. The CONSULTANT shall deliver to the DEPARTMENT evidence of such policies as the DEPARTMENT deems necessary to verify that the required insurance is in effect. If policies are changed or canceled, the CONSULTANT shall inform the STATE immediately. The STATE will determine whether to issue an order to the CONSULTANT to stop work.

1. Conditions Applicable to Insurance. All policies of insurance required by this CONTRACT must meet the following requirements:
   A. Coverage Types and Policy Limits. The types of coverage and policy limits required from the CONSULTANT are specified in Section 2, Insurance Requirements, below. General Liability insurance shall apply separately on a per-job or per-project basis.
   B. Policy Forms. Except as may otherwise specifically provided herein or agreed in writing by the DEPARTMENT, policies must be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will
be considered provided that, at a minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy. Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f of the ISO-GLC policy) or that remove or modify the “insured contract” exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subconsultants, are not acceptable.

Policy forms must the provided to the DEPARTMENT upon request.

C. Certificates of Insurance/Notices. CONSULTANT shall provide a Certificate or Certificates of Insurance in a form satisfactory to the COMMISSIONER, before commencing any work under this CONTRACT. Certificates or transmittal correspondence shall reference the NYSDOT CONTRACT Number. CONSULTANT is strongly encouraged to transmit certificates and other materials concerning insurance coverage, reference the CONTRACT Number and the name of the CONSULTANT in the Subject Line, by email to: Insur.consult.contr@dot.ny.gov.

New York State Department of Transportation
Office of Contract Management
50 Wolf Rd, 6th Floor
Albany, NY 12232

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (a) canceled, (b) materially changed, or (c) permitted to expire or lapse for any reason except upon ten (10) calendar days prior written notice to the DEPARTMENT by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the DEPARTMENT, the CONSULTANT shall deliver to the DEPARTMENT within ten (10) business days of such a request a copy of or any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:
1. Be in a form satisfactory to the DEPARTMENT. The ACORD 25 Certificate must be accompanied by an ACORD 855 “New York Construction Addendum” completed to indicate information about the liability insurance.
2. Be signed and dated by an authorized representative of the insurance carrier or producer.
3. Disclose any deductible, self-insured retention, aggregate limit.
4. Refer to this CONTRACT by number on the face of the certificate.

If at any time during the term of this CONTRACT, it shall come to the attention of the DEPARTMENT that required insurance is not in effect or that adequate proof of insurance as not been provided, the DEPARTMENT may, at its option:
1. Direct the CONSULTANT to suspend work and not to re-enter the premises with no additional payment or extension of time due on account thereof, or
2. May withhold further contract payments in accordance with Partial Payments, Section §109-04 of the Standard Specification, or
3. Treat such failure as a breach or default of the CONTRACT.

D. Additional Insureds. All insurance policies required by these specifications, except Workers’ Compensation, NYS Disability and Professional Liability shall be endorsed to provide coverage to “The State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and their agents or employees” with respect to any claim arising from the CONSULTANT’S activities. The endorsement shall be affected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 for a form(s) that provides equivalent coverage.

E. Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT for any claim arising from the CONSULTANT’S work under this CONTRACT, or as a result of the CONSULTANT’S activities.

F. Waiver of Subrogation. As to every type and form of insurance coverage required from the CONSULTANT, there shall be no right of subrogation against the State of New York/New York State Department of Transportation, its agents or employees. To the extent that any of the CONSULTANT’S policies of insurance prohibit such a waiver of subrogation, CONSULTANT shall secure the necessary permission to make this waiver.

G. Policy Renewal/Expiration. At least ten (10) calendar days prior to the expiration of any policy required by this CONTRACT, evidence of renewal or replacement policies of such insurance with terms no less favorable to the DEPARTMENT than the expiring policies shall be delivered to the DEPARTMENT in the manner required for service of notice in Section C – Certificates of Insurance/Notices above.

H. Self-Insurance Retention/Deductibles. Consultants utilizing self-insurance programs are required to provide a description of the program for DEPARTMENT approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the CONTRACT documents of a particular project, the CONSULTANT or third-party administered insurance deductible shall be limited to the amount of the bid deposit of $100,000, whichever is less. Security is not required if it is otherwise provided to an administrator or an approved risk management plan. The DEPARTMENT will not accept self-insured retention programs without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The CONSULTANT shall be solely
responsible for all claim expenses and loss payments within any permitted deductible or self-insured retention. If the CONSULTANT’S deductible in a self-administered program exceeds the amount of the bid deposit, the CONSULTANT shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by the DEPARTMENT must be issued by a guarantor or surety with an A.M. Best Company rating of (A-) or better. If, at any time during the term of this CONTRACT, the DEPARTMENT, in its sole discretion, determines that the CONSULTANT is not paying its deductible, it may require the CONSULTANT to collateralize all or any part of the deductible or self-insured retention or any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the CONSULTANT.

I. Waiver of Indemnities. The CONSULTANT waives any right of action it and/or its insurance carrier might have against the DEPARTMENT (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of insurance that is required by this CONTRACT. The CONSULTANT waives any right of action it and/or its insurance carrier might have against the DEPARTMENT (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.

J. Subconsultant’s Liability Insurance. In the event any portion of the work described in this CONTRACT is performed by an approved subconsultant, the insurance requirements of this Article shall by incorporated into the subcontract agreement. Subconsultant insurance requirements shall include the requirements for Workers’ Compensation, NYS Disability Benefits, Commercial General Liability, and if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subconsultants. CONSULTANT shall require that Certificates of Insurance, meeting the requirements of the DEPARTMENT are provided to the DEPARTMENT documenting the insurance coverage for each and every subconsultant employed by them to do work under this CONTRACT.

2. Insurance Requirements. The types of insurance and minimum policy limits shall be as follows:

a. Workers’ Compensation and Disability Insurance. As required by State Finance Law §142, the CONSULTANT shall maintain in force Workers’ Compensation insurance upon forms required by or acceptable to the Workers’ Compensation Board for all of CONSULTANT’s employees. CONSULTANT shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

b. Commercial General Liability Insurance. The CONSULTANT shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including tort liability of another assumed in a business contract) occurring on or in any way related to the premises of occasioned by reason of the operations of CONSULTANT. Such coverage shall be written on an ISO
occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of no less than $1,000,000 per occurrence and not less than $2,000,000 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

i. Coverage for contractual liability by the CONSULTANT insured under an insured contract (including the tort liability of another assumed in a business contract).

ii. All insurance policies required by these specifications except Workers’ Compensation, NYS Disability Benefits, and Professional Liability shall be endorsed to provide coverage to "The State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and their agents or employees" using ISO Form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

iii. Products – completed Operations Coverage, as provided in the General Liability Policy, or in certain instance through ISO Form CG 26 11 09 99 or suitable equivalent.

iv. Where contract work will be performed by unregistered off-road equipment, CONSULTANT shall provide documentation of a blanket Pollution Liability Policy, or an endorsement to cover short-term pollution events, ISO Form CG 04 33 10 01 or equivalent.

v. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

vi. Explosion, Collapse and Underground Hazards Coverage ("XCU") for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment.

c. Commercial Automobile Insurance including liability and required coverage for New York. In the event that automobiles are used in connection with CONSULTANT’S business or operations with the DEPARTMENT, the CONSULTANT shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of CONSULTANT’S automobiles (including owned, hired and non-owned vehicles) on and around the project. This may be ISO Form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than $1,000,000 each accident.

d. Umbrella or Excess Liability Insurance. The CONSULTANT shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent consultants, project-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of
CONSULTANT or arising from automobile liability as described above. Such coverage shall be written on an ISO Occurrence Form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than $5,000,000 per occurrence/aggregate.

e. Consultant’s Risks. The CONSULTANT shall be responsible for obtaining any insurance it deems necessary to cover its own risks including without limitation: (1) business interpretation, such as gross earnings, extra expense, or similar coverage, (2) personal property, and/or (3) automobile physical damage and/or theft. In no event shall the DEPARTMENT be liable for any damage to, or loss, of personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this CONTRACT, even if such loss is caused by the negligence of the DEPARTMENT.

f. Professional Liability/Errors or Omissions. The CONSULTANT shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate the DEPARTMENT for any claims or losses that occur because of CONSULTANT’S errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this CONTRACT. Said coverage may be subject to a deductible or self-insured retention level of no more than $250,000 subject to approval by the DEPARTMENT, such approval not to be unreasonably withheld, except that it is also agreed that the DEPARTMENT may withhold payment for services rendered under this CONTRACT in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than $1,000,000 per claim and $1,000,000 in the aggregate.

ARTICLE 14 – INTERCHANGE OF DATA
All technical data regarding the PROJECT existing in the office of the STATE or existing in the offices of the CONSULTANT shall be made available to the other party to this CONTRACT without expense to such other party.

ARTICLE 15 – DISPOSITION OF DATA
At the time of completion of the work, the CONSULTANT shall make available to the STATE, all documents and data pertaining to the work or to the PROJECT which materials at all times shall be the property of the STATE. It is agreed that the CONSULTANT may maintain copies of all documents and data. In the event this CONTRACT is terminated for any reason, then, within ten (10) calendar days after such termination, the CONSULTANT shall make available to the STATE the aforementioned data and material.

ARTICLE 16 – DAMAGES AND DELAYS
The CONSULTANT agrees that no charges or claim for damages shall be made by them for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this CONTRACT. Such delays or hindrances, if any, shall be compensated for by extension of time for such reasonable period as the STATE may decide, it being understood however, that the permitting of the CONSULTANT to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the STATE of any of its rights herein. Nothing in this ARTICLE will prevent the CONSULTANT from exercising its right under ARTICLE 9 of this CONTRACT.

ARTICLE 17 – NOTICE OF BANKRUPTCY, VENUE, AUDITS
If, prior to final audit, CONSULTANT files for relief pursuant to Title 11 of the United States Code under Bankruptcy Laws or a successor statute, this CONTRACT shall be treated as an executory contract under 11 USC S365 of the Bankruptcy Laws or successor statute, and subject to assumption or reject by the debtor within the time permitted by law.

The CONSULTANT must immediately send written notice to the Office of Contract Management of the New York State Department of Transportation at its main office in Albany, NY and send all relevant pleading of the voluntary or involuntary filing of a Bankruptcy proceeding by the CONSULTANT, its subsidiary, its principals and officers or a related entity whether or not the CONSULTANT believes that any debt is owed to the STATE by final audit or otherwise.

The determination of any rights under this CONTRACT shall be adjudicated in a State or Federal Court with jurisdiction over the matter, and venue for the determination of such rights shall be in Albany, NY.

The CONSULTANT agrees that the automatic stay under 11 USC S362 or a successor statute shall be deemed inapplicable or that this agreement shall constitute consent to the lifting of the stay with respect to the State’s performance of or completion of any audit pursuant to the terms of this CONTRACT.

ARTICLE 18 – TERMINATION
The STATE shall have the absolute right to terminate this CONTRACT, and such action shall in no event be deemed a breach of CONTRACT:
1. If a termination is brought about for the convenience of the STATE and not as a result of unsatisfactory performance on the part of the CONSULTANT, final payment shall be made based on the actual work performed by the CONSULTANT prior to termination, including, but not limited to, the number of hours and other authorized costs audited in accordance with the terms of the CONTRACT.
2. If the termination is brought about as a result of the unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by the STATE.
3. The STATE reserves the right to terminate this CONTRACT in the event it is found that the certification filed by the CONSULTANT in accordance with the requirements contained in
State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONSULTANT in accordance with the written notification terms of the CONTRACT.

ARTICLE 19 – DEATH OR DISABILITY OF THE CONSULTANT
In the case of death or disability of one or more but not all persons herein referred to as the CONSULTANT, the rights and duties of the CONSULTANT shall devolve upon the survivors of the CONSULTANT, who shall be obligated to perform the services required under this CONTRACT, and the STATE shall make all payments due to them.

In case of the death or disability of all persons herein referred to as CONSULTANT, all data and records pertaining to the PROJECT shall be delivered within sixty (60) calendar days to the STATE or their duly authorized representative. In case of the failure of the CONSULTANT’s successors or personnel representatives to make such delivery on demand, then in that event the representatives of the CONSULTANT shall be liable to the state for any damages it may sustain by reason thereof. Upon the delivery of all such data to the STATE, the STATE will pay to the representatives of the CONSULTANT all amounts due the CONSULTANT, including retained percentages to the date of death of the last survivor.

ARTICLE 20 – INDEPENDENT CONTRACTOR
The CONSULTANT, in accordance with their status as an independent contractor, covenants and agrees that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the STATE by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE, including but not limited to, Workers’ Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 21 – COVENANT AGAINST CONTINGENT FEES
The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the STATE shall have the right to annul this CONTRACT without liability, or, in its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 22 – TRANSFER OF AGREEMENT
The CONSULTANT specifically agrees, as required by State Finance Law, Section 138, that they are prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the CONTRACT or of their right, title or interest therein, or their power to execute such CONTRACT, to any other person, company or corporation, without the previous consent in writing of the STATE.
If this provision of the law be violated, the STATE shall revoke and annul the CONTRACT and the STATE shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the CONTRACT, except so much as may be required to pay his employees.

ARTICLE 23 – PROPRIETARY RIGHTS
The CONSULTANT agrees that if copyrights, patentable discoveries or inventions or rights in data should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. However, the CONSULTANT agrees to and does hereby grant to the United States Government and the State of New York an irrevocable, nonexclusive, nontransferable paid-up license to reproduce, publish, make, use, and sell each subject invention throughout the world and by and on behalf of the Government of the United States and States and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27, and other applicable Federal laws, rules and regulations.

ARTICLE 24 – SUBCONTRACTORS/SUBCONSULTANTS
The CONSULTANT may arrange for a portion(s) of its responsibilities under this CONTRACT to be subcontracted to qualified, responsible subconsultants/subcontractors, subject to approval of the STATE. If the CONSULTANT determines to subcontract a portion of the services, the subconsultants/subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this CONTRACT must be fully explained by the CONSULTANT to the STATE. As part of this explanation, the subconsultant/subcontractor must submit to the STATE a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the CONSULTANT prior to execution of this CONTRACT.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this CONTRACT including, but not limited to, the body of this CONTRACT, Appendix A – Standard Clauses for New York State Contracts, and the advertisement for proposals. Unless waived in writing by the STATE, all subcontracts between the CONSULTANT and subconsultants/subcontractors shall expressly name the STATE, through the DEPARTMENT, as the sole intended third party beneficiary of such subcontract. The STATE reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the STATE a party to any subcontract or create any right, claim, or interest in the subconsultant/subcontractor or proposed subconsultant/subcontractor against the STATE.

The STATE reserves the right, at any time during the term of the CONTRACT, to verify that the written subcontract between the CONSULTANT and subconsultants/subcontractors is compliant with all provisions of this Section and any subcontract provisions contained in this CONTRACT.

The CONSULTANT shall give the STATE immediate notice of writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subconsultant/subcontractor or which may affect the performance of the CONSULTANT’s duties under the CONTRACT.
subcontract shall not relieve the CONSULTANT in any way of any responsibility, duty, and/or obligation of the CONTRACT.

If at any time during the performance under this CONTRACT total compensation to a subconsultant/subcontractor exceeds or is expected to exceed $100,000, that subconsultant/subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

ARTICLE 25 – CERTIFICATION REQUIRED BY 49CFR, PART 29

The signatory to this CONTRACT, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company, partner, director, officer, or major stockholder (five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

EXCEPTIONS

ARTICLE 26 – CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing this Contract, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall completed and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1342, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
4. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE 27 – RESPONSIBILITY OF THE CONSULTANT
The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the CONSULTANT under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its services. However, the STATE may in certain circumstances, provide compensation for such work.

Neither the STATE’s review, approval, or acceptance of, nor payment for, the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any case of action arising out of the performance of this CONTRACT, and the CONSULTANT shall be and remain liable to the STATE in accordance with applicable law for all damages to the STATE cause by the CONSULTANT’s negligent performance or breach of contract of any of the services furnished under the CONTRACT.

The rights and remedies of the STATE provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint ventures associated for the purposes of undertaking this CONTRACT, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the CONSULTANT and each of the others hereunder, and as such, each acts both as principals and agent of the CONSULTANT and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint ventures associated for the purposes of undertaking this CONTRACT shall be jointly and severally liable to third parties, including, but not limited to the STATE, for acts or omissions of the CONSULTANT, or any other entity, partner or joint venture hereunder.

If the CONSULTANT is comprised of more than one legal entity or any group of partners or joint ventures associated for the purposes of undertaking this CONTRACT, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including, but not limited to the New York Partnership Law.

ARTICLE 28 – SECURITY AND CONFIDENTIALITY OF INFORMATION
Information received as part of this CONTRACT shall be considered Confidential Information. The CONSULTANT warrants that it will take the appropriate steps as to its personnel, agents, officers, and any subcontractors/subconsultants regarding the obligations arising under this clause to insure such confidentiality. The CONSULTANT shall have written policies and/or business procedures in place which will protect Confidential Information from unauthorized disclosure,
use, access, loss, alteration, or destruction. The CONSULTANT may disclose to other parties, as authorized by the NYSDOT Project Manager, or as described in the scope of services, only the information necessary to perform services under this CONTRACT. However, the CONSULTANT shall in no circumstance, communicate with the public or news media without prior authorization from the State’s designee. Neither shall the CONSULTANT disclose information deemed confidential by the STATE nor shall the CONSULTANT disclose any other information obtained or developed in the performance of services under this CONTRACT without written authorization of the STATE. This warranty shall survive termination of this CONTRACT.

The CONSULTANT shall comply with the provisions of the New York State Information Security Breach and Notification Act, including General Business Law Section §89-aa and State Technology Law §208 as enacted by such Act or subsequently amended. In the event of an information security breach resulting in the unauthorized disclosure of personal information, the CONSULTANT shall be liable for the costs associated with such breach if caused by the CONSULTANT’s negligence or willful acts or omissions, or the negligent or willful acts or omissions of the CONSULTANT’s agents, officers, employees or subconsultants.

ARTICLE 28 – VENDOR RESPONSIBILITY
The Department of Transportation has undertaken an affirmative review of the CONSULTANT’s responsibility in accordance with the applicable standards outlined in Comptroller’s “Guide to Financial Operations”, and based upon such review, reasonable assurance that the CONSULTANT is responsible has been determined.

General Responsibility: The CONSULTANT shall, at all times during the CONTRACT, remain responsible. The CONSULTANT agrees, if requested by the Commissioner of NYSDOT (or his or her designee), to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organization and financial capacity.

Suspension of Work (for Non-Responsibility): The Commissioner of NYSDOT (or his or her designee) in his or her sole discretion, reserves the right to suspend any or all activities under this CONTRACT at any time when he or she discovers information that calls into question the responsibility of the CONSULTANT. In the event of such suspension, the CONSULTANT will be given written notice outlining the particulars of such suspension order. Upon issuance of such notice, the CONSULTANT shall comply with the terms of the suspension order. CONTRACT activity may resume at such time as the Commissioner of NYSDOT (or his or her designee) issues a written notice authorizing the resumption of performance under the CONTRACT.

Termination (for Non-Responsibility): Upon written notice to the CONSULTANT, and a reasonable opportunity to be heard with appropriate NYSDOT or staff, the CONTRACT may be terminated by the Commissioner of NYSDOT (or his or her designee) at the CONSULTANT’s expense where the CONSULTANT is determined by the Commissioner of NYSDOT (or his or her designee) to be non-responsible. In such event, the Commissioner of NYSDOT (or his or her designee) may complete the contractual requirements in any manner he or she may deem advisable and pursue legal or equitable remedies for such breach.
ARTICLE 30 – NOTICES

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
   a. Via certified or registered United States mail, return receipt requested;
   b. By facsimile transmission;
   c. By personal delivery;
   d. By expedited delivery service; or
   e. By email.

Such notices shall be addressed as follows or to such difference addresses as the parties may time-to-time designate:

New York State Department of Transportation:
Contact Person’s Name: Matt Bromirski, Contract #C037914
Title: Deputy Assistant Commissioner, Office of Contract Management
Address: NYSDOT, Office of Contract Management, 50 Wolf Rd, 6th Floor, Albany, NY 12232
Telephone Number: (518) 457-2600
Facsimile Number: (518) 457-2875
Email: Matt.Bromirski@dot.ny.gov

Consultant’s Name: Enter Prime Consultant Name
Contact Person’s Name: 
Title: 
Address: 
Telephone Number: 
Facsimile Number: 
Email: 

2. Any such notice shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or certified registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may from time-to-time, specify any new or different address in the United States as their address for purpose of receiving notice under this CONTRACT by giving fifteen (15) calendar days’ notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this CONTRACT.

4. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

ARTICLE 31 – TITLE VI ASSURANCE

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees as follows:
1. Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Regulations, Part 200 as they may be amended from time-to-time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the CONTRACT, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors/subconsultants, including procurements or materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractor/Subconsultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to NYSDOT’s Office of Civil Rights or FHWA, as appropriate, and shall set forth the efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CONSULTANT’s noncompliance with the nondiscrimination provisions of this CONTRACT, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a. Withholding of payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies and/or
   b. Cancellation, termination, or suspension of the CONTRACT in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request NYSDOT to enter into such litigation to protect the interests of
NYSDOT, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 32 – CONSULTANT DISCLOSURE LEGISLATION
In accordance with Chapter 10 of the Laws of 2006, the CONSULTANT shall complete the “State Consultant Services Contractor’s Annual Employment Report” (Form B), Exhibit A) and submit copies to the Office of the State Comptroller, the Department of Civil Service, and the Department of Transportation on or before May 15th of each year the CONTRACT is in effect. The CONSULTANT shall provide information regarding all employees providing service under this CONTRACT, whether employed by the CONSULTANT or any subcontractor or subconsultant. Form B will capture historical information, detailing actual employment data for the most recently completed State fiscal year (April 1st to March 31st). Annual employment reports should be submitted to the following three agencies. It is recommended, however, that consultants check the agency websites annually to confirm the address:

By Mail:
NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
ATT: Consultant Reporting

NYS Department of Civil Service
Alfred E. Smith Building
Albany, NY 12239
ATT: Chapter 10 Counsel’s Office

By Email:
NYS Department of Transportation
Reports that are submitted to the NYS Department of Transportation must be submitted electronically, preferably as a Word, Excel, or PDF file via email to: consultantdisclosure@dot.ny.gov.

ARTICLE 33 – ENSURING PAY EQUITY BY STATE CONSULTANTS/CONTRACTORS
In accordance with Executive Order 162, issued on January 9, 2017, the CONSULTANT shall provide detailed workforce utilization reports of the CONSULTANT and each subconsultant/subcontractor that include, in addition to equal employment opportunity information, the job title and salary of each employee directly performing work on a STATE contract.

If the CONSULTANT cannot identify the individuals working directly on a STATE contract, then the CONSULTANT and each subconsultant/subcontractor shall provide such information of each employee in the CONSULTANT’s entire workforce. Such information shall be reported to NYSDOT at quarterly intervals.
The reporting period shall be on a quarterly basis (January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31). The reporting requirement shall begin on the effective date of the CONTRACT and continue for the duration of the CONTRACT term. Reports shall be submitted within 15 calendar days from the end of each reporting period.

Detailed workforce utilization reports, as required above, shall be submitted in such form and in such manner as shall be required by NYSDOT and as in accordance with Consultant Instruction 17-02.

The CONSULTANT shall include this provision in every subcontract so that such provisions shall be binding upon each subconsultant/subcontractor, of the subcontract is in excess of $25,000.

ARTICLE 34 – CONFLICTS OF INTEREST
The CONSULTANT has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the CONSULTANT’s performance of the services does not and will no create a conflict of interest with, nor position the CONSULTANT to breach any other contract currently in force with the State of New York, that the CONSULTANT will no act in any manner that is detrimental to any STATE project on which the CONSULTANT is rendering services.

The CONSULTANT hereby affirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONSULTANT's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this CONTRACT. The CONSULTANT shall have a duty to notify the STATE immediately of any actual or potential conflicts of interest.

In conjunction with any subcontract under this CONTRACT, the CONSULTANT shall obtain and deliver to the STATE, prior to entering a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subconsultant/subcontractor. The CONSULTANT shall also require in any subcontracting agreement that the subconsultant/subcontractor, in conjunction with any further subconsulting agreement, obtain and deliver to the STATE a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subconsultants/subcontractors prior to entering into a subcontract.

The STATE and the CONSULTANT recognize that conflicts may occur in the future because the CONSULTANT may have existing, or established new, relationships. The STATE will review the nature of any relationship and reserves the right to terminate this CONTRACT for any reason, or for cause, if, in the judgement of the STATE, a real or potential conflict of interest cannot be cured.

ARTICLE 35 – ETHICS REQUIREMENTS
The CONSULTANT and its subconsultants/subcontractors shall not engage any person who is, or has been at any time, in the employ of the STATE to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of STATE employees, and the rules, regulations, opinions, guidelines, or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively the “Ethics Requirements”). The CONSULTANT certifies that all of its employees and those of its subconsultants/subcontractors who are former employees of the STATE who are assigned to perform services under this CONTRACT shall be assigned in accordance with all Ethics Requirements. During the term, no person who is employed by the CONSULTANT or its subconsultants/subcontractors and who is disqualified from providing services under this CONTRACT pursuant to any Ethics Requirements may share in any net revenues of the CONSULTANT or its subconsultants/subcontractors derived from this CONTRACT. The CONSULTANT shall identify and provide the STATE with notice of those employees of the CONSULTANT and its subconsultants/subcontractors who are former employees of the STATE that will be assigned to perform services under this CONTRACT, and make sure that such employees comply with all applicable laws and prohibitions. The STATE may request that the CONSULTANT provide it with whatever information the STATE deems appropriate about each such person’s engagement, work cooperatively with the STATE to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the STATE, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The STATE shall have the right to withdraw or withhold approval of any subconsultant/subcontractor if utilizing such subconsultant/subcontractor for any work performed hereunder would conflict with any of the Ethics Requirements. The STATE shall have the right to terminate this CONTRACT at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.
IN WITNESS WHEREOF, this CONTRACT No. C037914 has been executed by the STATE, acting by and through the Commissioner of Transportation, and the CONSULTANT, by signature below, as duly executed this CONTRACT effective the date and year first above written.

In addition to the acceptance of this CONTRACT, the DEPARTMENT certifies that original copies if this signature page will be attached to all other exact copies of this CONTRACT.

RECOMMENDED BY: FOR THE PEOPLE OF THE STATE OF NEW YORK

__________________________________________  By: ________________________________
Office of Contract Management                     Department of Transportation

Date: ___________________________  Date: _________________________________

Consultant Certifications: I certify that all information with respect to the “Vendor Responsibility Questionnaire” submitted by (Consultant Firm Name) on ___ day of ____________, 20__, pursuant to the requirements set forth in OSC’s Guide to Financial Operations is complete, true, and accurate. I additionally certify nothing has occurred since the date of that submission that would result in requiring a change or alteration to any of the answers provided on the “Vendor Responsibility Questionnaire” submitted that date.

In addition to the acceptance of this CONTRACT, I certify that all information provided to the STATE with respect to the requirements contained in State Finance Law Section §139-j & §139-k is complete, true, and accurate.

By: ________________________________  Date: ________________________________

FIRM

Appraisal Services for NYSDOT, Region 5

ATTORNEY GENERAL THOMAS P. DINAPOLI
STATE COMPTROLLER

By: ________________________________  By: ________________________________

Date: ________________________________  Date: ________________________________
Acknowledgment for Contract #C037914

For contracts signed in New York State

State of New York )
County of ) ss.:

On the ___ day of _____________ in the year 20__, before me the undersigned personally appeared __________________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____________________________________
Notary Public

My Commission Expires:

For contracts signed outside of New York State

State of )
County of ) ss.:

On the ___ day of _____________ in the year 20__, before me, the undersigned, personally appeared __________________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in ________________________________________________________ (insert the city or other political subdivision and the state or county or other place the acknowledgment was taken).

____________________________________
Notary Public

(Signature and office of individual taking acknowledgment)

My Commission Expires:
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is
subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the
sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such
duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: mwbecertification@esd.ny.gov  
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.
24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.
APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
   (b.) cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT’s web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work
under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation’s DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

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a The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
b [http://www.cfda.gov/](http://www.cfda.gov/)
THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
   (1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
   (2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.
   (3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.
(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set.
Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

1. A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

2. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

3. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

**CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
Specific Equal Employment Opportunity Responsibilities

1. GENERAL  
   (a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive, NYS Executive Law Article 15, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, by Executive Order 162, issued on January 9, 2017 and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.

   (b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.

   (c) The CONSULTANT and all their sub-consultants and/or sub-contractors holding sub-contracts of $10,000 or more will comply with the following minimum specific requirements of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the sub-contractor.

   (d) The CONSULTANT and all their sub-consultants and/or subcontractors shall comply with Executive Order 162, issued on January 9, 2017, requiring quarterly workforce utilization reports, detailing reports of the Consultant and all of their subconsultants, which includes in addition to equal opportunity information, the job and salary of each employee directly performing work on a State contract.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

   A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the contract.

   B. In performing the contract, the Consultant shall:

      1. Ensure that each Consultant and subconsultant – or subcontractor – performing work on the contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

      2. The Consultant shall submit an EEO policy statement to the New York State Department of Transportation (NYSDOT) after the date of the notice by the NYSDOT to award the contract to the Consultant as determined by the Department.

      3. If the Consultant or any of its subconsultants, does not have an existing EEO policy statement, the NYSDOT may require the Consultant or subconsultant to adopt a model statement consistent with item B.4.a through d of this section.

      4. The Consultant’s EEO policy statement shall include the following language:

         a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.

         b. The Consultant shall state in all solicitations or advertisements for employees that in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, natural origin, sex, age, disability or marital status.

         c. The Consultant shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate the implementation of the Consultant’s obligation herein.

         d. The Consultant will include provisions of Subdivisions (a) through (c) of this subsection 4 and the paragraph appearing immediately below which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subconsultant as to work in connection with the contract.
e. The Consultant shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Consultant and its subconsultants shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction or prior arrest.

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER The CONSULTANT will designate and make known to the New York State Department of Transportation contracting officers an Equal Employment Opportunity Officer and a Minority Business Enterprise officer (hereinafter referred to as the EEO Officer and M.B.E. Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY (a) All members of the CONSULTANT's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
2. All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT's equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.
3. All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

(b) In order to make the CONSULTANT's equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:

1. Notices and posters setting forth the CONSULTANT'S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
2. The CONSULTANT's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(c) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to non-discrimination.

5. RECRUITMENT (a) When advertising for employees, the CONSULTANT will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived. These advertisements shall state that all qualified applicants will be afforded equal employment opportunity without regard to race, religion, sex, color, national origin, age, disability or marital status.

(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the CONSULTANT's EEO Officer will identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group applicants may be referred to the CONSULTANT for employment consideration. In the event the CONSULTANT has a valid bargaining agreement providing for exclusive hiring hall referrals, the CONSULTANT is expected to observe the provisions of that agreement to the extent that the system permits the CONSULTANT's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the CONSULTANT to do the same, such implementation violates Executive Order 11246.)

(c) The CONSULTANT will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, disability or marital status. The following procedures shall be followed:
(a) The CONSULTANT will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(b) The CONSULTANT will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory practices.

(c) The CONSULTANT will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONSULTANT will promptly take corrective action. If the review indicated that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(d) The CONSULTANT will promptly investigate all complaints of alleged discrimination made in connection with obligations under this agreement, will attempt to resolve such complaints, and will take appropriate corrective action within 15 days. All subsequent corrective actions or decisions will also be documented and forwarded to the NYS Department of Transportation Compliance Officer within 7 days after such action has taken place. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONSULTANT will inform every complainant of the results and all of their avenues of appeal should the complaint be denied.

7. TRAINING AND PROMOTION  (a) The CONSULTANT will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

(b) Consistent with the CONSULTANT's work force requirements and as permissible under the Federal and State regulations, the CONSULTANT shall make full use of training programs; i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. In the event the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.

c) The CONSULTANT will advise employees and applicants for employment of available training programs and entrance requirements for each.

(d) The CONSULTANT will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS  If the CONSULTANT relies in whole or in part upon unions as a source of employees, the CONSULTANT will use their best effort to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and, to effect referrals by such unions of minority and female employees. The CONSULTANT will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the CONSULTANT's compliance and with the non-discrimination clauses. Actions by the CONSULTANT, either directly or through a CONSULTANT's association acting as agent, will include the procedures set forth below:

(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, disability or marital status.

c) The CONSULTANT is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union, and such labor union refuses to furnish such information to the CONSULTANT. The CONSULTANT shall so certify to the STATE and shall set forth what efforts have been made to obtain such information. Further, if the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiations of this contract, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative accepts the non-discrimination clauses and will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information.

d) In the event the union is unable to provide the CONSULTANT with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the CONSULTANT will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, disability or marital status, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents
the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

9. AFFIRMATIVE ACTION IN SUBCONTRACTING (a) The CONSULTANT will not discriminate on the grounds of race, religion, sex, color, national origin, age, disability or marital status in the selection of subcontractors, including procurements and leases of equipment.

(b) If the CONSULTANT determines to use a subcontractor as part of this agreement, affirmative action shall be taken to increase the participation of minority business firms in that work. As part of that affirmative action, the CONSULTANT will identify and contact minority business firms and solicit proposals for the work to be subcontracted. The STATE will provide a list of names of minority business firms to the CONSULTANT. Another source that should be contacted for a list of minority business firms is the Governor's Office of Minority & Women's Business Development (GOMWBD).

(c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time or submittal of a formal proposal to the State's Contracts Bureau.

(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.

(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

10. RECORDS AND REPORTS (a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT's equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
5. Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by State or Federal officials to be pertinent to ascertain compliance with such Regulations, orders and instructions. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and the Federal Highway Administration.

(c) Failure to comply with these Special EEO Provisions may be considered unsatisfactory performance and may subject the agreement to termination under the termination article of this agreement. Non-compliance may result in the CONSULTANT's being declared ineligible for future agreements made by or on behalf of the STATE or a public authority or agency of the STATE, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the CONSULTANT and an opportunity has been afforded them to be heard publicly before the State Commissioner of Human Rights or official designee. Such sanctions may be imposed, and remedies invoked independently of or in addition to, sanctions and remedies otherwise provided for by law. These may include, but are not limited to:

1. Withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or
2. Cancellation, termination or suspensions of the agreement in whole or in part.

11. TRAINING SPECIAL PROVISIONS This Training Special Provision supersedes paragraph 7.b above and is in implementation of 23 CFR Subpart A, Section 230.111 & Executive Order 11246.

As part of the CONSULTANT's equal employment opportunity affirmative action program training shall be provided as follows:

The CONSULTANT shall provide on-the-job training aimed at developing full competence in the job classification involved.
The number of months of training to be provided under these special provisions is previously stated in Article II.

In the event that the CONSULTANT subcontracts a portion of the contract work, it shall be determined how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the CONSULTANT shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The CONSULTANT shall also insure that this training special provision is made applicable to such subcontract.

The number of trainees shall be distributed among the work classifications on the basis of the CONSULTANT’s needs. Along with their proposal, the CONSULTANT shall submit to the New York State Department of Transportation for approval the proposed number of trainees to be trained in each selected classification, their estimated salaries and a training schedule. The salaries to be paid trainees shall not be less that 75 percent of the average hourly rate approved in the agreement for the classification to be trained. During the period from the beginning of the project to its completion, the trainee shall receive reasonable salary increases commensurate to the abilities and effort exerted by the trainee. The training schedule required should indicate the start of work and appropriate incremental salary steps in accord with the above.

Training and upgrading the proficiency of minorities and women is a primary objective of this Training Special Provision. Accordingly, the CONSULTANT shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The CONSULTANT will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the CONSULTANT is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training program or in a classification in which they have been employed. The CONSULTANT should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the CONSULTANT’s records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training schedule developed by the CONSULTANT and approved by the State and Federal Highway Administration. The State and the Federal Highway Administration shall approve a program if it reasonably calculated to meet the equal employment opportunity obligations of the CONSULTANT and to assist in qualifying the average trainee toward proficiency in the classification concerned by the end of the training period. Approval of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Training is permissible in lower level management positions. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The CONSULTANT will be reimbursed for the cost of any and all training under the payment terms of this agreement. This can include offsite training cost as discussed above. All offsite training must be defined in the training schedule. All costs claimed or calculated for training must be directly related to the work defined in the scope of this agreement and/or added by supplemental agreement.

The CONSULTANT must demonstrate their best efforts and evidence good faith in hiring trainees for positions in the classification in which they have completed training.

The CONSULTANT shall furnish the trainee a copy of the program they will follow in the training. The CONSULTANT shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The CONSULTANT will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.

Updated July 2017
APPENDIX D
PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:
REQUIREMENTS AND PROCEDURES
(revised State 7-12-2017)

I. General Provisions
A. The New York State Department of Transportation (NYSDOT) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (NYCRR) for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.
B. The consultant to the subject contract (the “Consultant” and the “Contract” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to NYSDOT, to fully comply and cooperate with NYSDOT in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (EEO), and contracting opportunities for New York State-certified Minority and Women-Owned Business Enterprises (MWBEs). The Consultant’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix C and such other remedies are available to NYSDOT pursuant to the Contract and applicable law.

II. MWBE Utilization Plan
A. The Consultant represents and warrants that the Consultant has submitted an MWBE Utilization Plan or shall submit a MWBE Utilization Plan at such time as shall be required by NYSDOT. The MWBE Utilization Plan is to be submitted consistent with the requirements stated in the procurement document.
B. The Consultant agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
C. The Consultant further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such material breach, NYSDOT shall be entitled to any remedy provided herein, including but not limited to, a finding that the Consultant is non-responsive.

III. Waivers Post Contract Execution
A. If the Consultant, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Consultant may submit a request for a waiver to the NYSDOT Office of Contract Management, Civil Rights Unit. Such waiver request must be supported by evidence of the Consultant’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, NYSDOT shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
B. If NYSDOT, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Consultant is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, NYSDOT may issue a notice of deficiency to the Consultant. The Consultant must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the MWBE Contract Goals.

IV. Liquidated Damages – MWBE Participation
A. Where NYSDOT determines that the Consultant is not in compliance with the requirements of this Appendix and the Consultant refuses to comply with such requirements, or if the Consultant is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Consultant shall be obliged to pay to NYSDOT liquidated damages.
B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to the MWBEs had the Consultant achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSDOT, the Consultant shall pay such liquidated damages to NYSDOT within sixty (60) days after they are assessed. Provided, however, that if the Consultant has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Consultant following the complaint process.

December 2015
State Consultant Services
Contractor’s Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name: Transportation
Agency Code: 17000
Contract Number:
Contract Term to
Contractor Name:
Contractor Address:
Description of Services Being Provided: Appraisal Services for NYSDOT, Region 5

Scope of Contract (Choose one that best fits):
Analysis □ Evaluation □ Research □ Training □
Data Processing □ Computer Programming □ Other IT consulting □
Engineering □ Architect Services □ Surveying □ Environmental Services □
Health Services □ Mental Health Services □
Accounting □ Auditing □ Paralegal □ Legal □ Other Consulting ☑

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Total this page 0 0 $ 0.00
Grand Total

Name of person who prepared this report:
Preparer's Signature: ___________________________________________
Title: ___________________________________________ Phone #:
Date Prepared: / /
Attachment 2: Consultant Information and Certification

Contract Number: C037914

Project Title: Appraisal Services for NYSDOT, Region 5

i. Consultant Information

Firm Name: ________________________________________________________________

Address: __________________________________________________________________

City, State: ________________________________________ Zip Code: _____________

Telephone: (____) ______-________________ Fax Number: (____) ______-_______

Email Address: _____________________________________________________________

Contact Person Name: ___________________________________ Title: __________________

Consultant’s Federal Identification Number (FEIN): ________________________________

Consultant’s NYSDOT Consultant Identification Number: _________________________

Please indicate below the name, title, address and telephone/fax numbers of the person who prepared this Proposal, as well as any other individual(s) with authority to negotiate and contractually bind the Proposer.

Preparer’s Name, Title: ________________________________________________________

Address: ___________________________________________________________________

Telephone: (____) ______-___________ Fax Number: (____) ______-_____________

Email Address: _____________________________________________________________

Other Authorized Individual(s):

Name, Title ___________________________________________________________________

Address: _____________________________________________________________________

Telephone: (____) _____-_______ Email Address: _________________________________
ii. **Proposer Certifications**

By signing below, I, ______________________________________, authorized individual of ______________________________________, make the following certifications regarding the subject Proposal:

- **365-Day Offer:** This Proposal is a firm offer for a 365-day period from the date of submission.
- **ST-220:** If selected for contract award greater than $100,000, the Proposer will complete and submit the required ST-220-CA and ST-220-TD (Contractor Certifications) with the contract documents.
- **No federal appropriated funds:** If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative agreement.
- **Sexual Harassment Certification:** As of January 1, 2019, bidders on New York State procurements subject to competitive bidding are required to submit a Certification on Sexual Harassment in bids. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace, and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.
- **Subrecipients:** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provision of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Signature: __________________________________________ Date: _________________

Name, Title: __________________________________________________________________

iii. Acceptance of Contract

By signing below, I, ______________________________________, authorized individual of (Name) __________________________________________________________________________, hereby certify that I have read and Accept all (Proposer Name) terms and conditions contained in the Draft Contract, including Appendix A, which is included as Attachment 1 to this Request for Proposals.

Signature: __________________________________________ Date: _________________

Name, Title: __________________________________________________________________
Attachment 3: Form AOR Acknowledgement of Receipt

Acknowledgment of Receipt of RFP Modifications and Questions & Answers

<table>
<thead>
<tr>
<th>NAME OF PROPOSER:</th>
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I hereby acknowledge receipt of the Appraisal Services for NYSDOT, Region 5 Contract No. C037914 Request for Proposals, dated February 14, 2020 and subsequent responses to Modifications and Questions & Answers issued by the Department, as listed below.

<table>
<thead>
<tr>
<th>MODIFICATION NUMBER</th>
<th>DATE ISSUED BY THE DEPARTMENT</th>
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<th>QUESTION &amp; ANSWER NUMBER</th>
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<td>SIGNATURE</td>
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Attachment 4: Procurement Lobbying Law Compliance

1. Required Forms: The Proposer shall complete the following forms and include them in Part II: Cost and Administrative Proposal Submission.
   - Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b)
   - Offerer Disclosure of Prior Non-Responsibility Determinations

2. NYSDOT Guidelines and Procedures
   Under the requirements of the State Procurement Act all communications regarding advertised projects are to be channeled through the Office of Contract Management (*Designated Contacts). Until a designation is made, communication with any other NYSDOT employee concerning this project that is determined to be an attempt to influence the procurement may result in disqualification.


3. Summary of the policy and prohibitions regarding permissible contacts
   a. Contacts Prior to Designation
      Any communication involving an attempt to influence the procurement are only permitted with the following Designated Contact Persons
      - The Designated Office of Contract Management Specialist
      - The Office of Contract Management Specialist Supervisor
      - The Office of Contract Management Assistant Director
      - The Office of Contract Management Director

      There are some communications exempted from this restriction:
      - Participation in a pre-proposal conference
      - Protests, complaints of improper conduct or misrepresentation

      If any other NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee. If the Department determines an impermissible contact was made, the offerer cannot be awarded the contract. A second violation would lead to a four-year bar on the award of public contracts to the offerer.
b. Contacts After Designation
NYSDOT identifies the primary contract negotiations contacts, which include:

- The Designation Office of Contract Management Specialist
- The Office of Contract Management Specialist Supervisor
- The Office of Contract Management Assistant Director
- The Office of Contract Management Director
- The Program Area Project Manager
- The Program Area Project Manager’s Immediate Supervisor

The law does not limit who may be contacted during the negotiation process. However, if any NYSDOT employee is contacted and they believe a reasonable person would infer that the communication was intended to influence the procurement, the contact must be reported by the NYSDOT employee.

c. Information required from offerers that contact NYSDOT staff, prior to contract approval by the Office of the State Comptroller.

The individuals contacting NYSDOT should refer and shall be prepared to provide the following information, either by email or fax as directed by NYSDOT:

Person’s name, firm person works for, address of employer, telephone number, occupation, firm they are representing, and whether the owner, employee, retained by or designated by the firm to appear before or contact NYSDOT.

d. Applicability to an executed contract:
Restrictions similar to those described above apply to approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the comptroller, as applicable), renewal or extension of a procurement or contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer. The staff noted above as well as the project manager and consultant manager are considered designated contact persons. The Department may identify other contact persons for each of these processes.

4. Rules and regulations and more information on this law, please visit:
https://online.ogs.ny.gov/legal/lobbyinglawfaq/default.aspx

For more information go to the NYSDOT’s website at: http://www.dot.ny.gov or contact:
Micheleen Gregware
NYSDOT Office of Contract Management
50 Wolf Rd, 6th Floor
Albany, NY 12232
Telephone: (518) 485-8620
Email: Micheleen.Gregware@dot.ny.gov
attachment 5: consultant disclosure legislation forms a&b

form a

state consultant services – contractor’s planned employment
from contract start date through the end of the contract term

<table>
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<tr>
<th>o*net employment category</th>
<th>number of employees</th>
<th>number of hours to be worked</th>
<th>amount payable under the contract</th>
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grand total

name of person who prepared this report:

preparer’s signature:

date prepared: / /

(use additional pages, if necessary)
State Consultant Services
Contractor’s Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: Transportation
Agency Code: DOT01

Contract Number: C037914

Contract Term to

Contractor Name:  
Contractor Address:  

Description of Services Being Provided: Appraisal Services for NYSDOT, Region 5

Scope of Contract (Choose one that best fits):

Analysis □  Evaluation □  Research □  Training □  
Data Processing □  Computer Programming □  Other IT consulting □  
Engineering □  Architect Services □  Surveying □  Environmental Services □  
Health Services □  Mental Health Services □  
Accounting □  Auditing □  Paralegal □  Legal □  Other Consulting □

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<th>O<em>NET Employment Category Number and O</em>NET Job Title</th>
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<th>Number of Hours Worked</th>
<th>Amount Payable Under the Contract</th>
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Total this page 0 0 $ 0.00
Grand Total

Name of person who prepared this report:
Preparer’s Signature: __________________________________________
Title: __________________________ Phone #: __________________
Date Prepared: / / Use additional pages if necessary)
Attachment 6: Non-Collusive Bidding Certification

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE FINANCE LAW

Section 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE: [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH, PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDERS CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE.

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of __________________, 20___ as the act and deed of said corporation of partnership.
**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE FINANCE LAW**

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
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IF BIDDER(S) ARE A CORPORATION, COMPLETE THE FOLLOWING:

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<th>NAME</th>
<th>LEGAL RESIDENCE</th>
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<td>President:</td>
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<td>Treasurer:</td>
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<td>Secretary:</td>
<td></td>
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<tr>
<td>Treasurer:</td>
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</tbody>
</table>
NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE FINANCE LAW

Identifying Data:

Potential Contractor: __________________________________________________________

Address: _____________________________________________________________________

City, State: ______________________________________ Zip Code: _____________________

Telephone: (____) _____-________  Email Address: _____________________________

If applicable, Responsible Corporate Officer:

Name: ______________________________________ Title: ________________________

Signature: _______________________________________ Date: ________________________

Joint of combined bids by companies or firms must be certified on behalf of each participant

Legal Name of Person, Firm or Corporation

__________________________________  ___________________________________

Title: _____________________________  Title: ______________________________

Address: __________________________  Address: ___________________________

City, State:________________________  City, State: __________________________

Zip Code: _________________________  Zip Code: ___________________________
Attachment 7: Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that is performance of the services outlined in this RFP does not and will not create a conflict of interest with not position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflicts of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm’s ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;

5. During negotiations and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest of might cause a detrimental impact to the State as a whole including, but not limited to any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State and a whole, including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is not employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate Section 73(8)(a) of the State Ethics Law; and
8. The firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this RFP should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgement, a real potential conflict of interest cannot be cured.

Firm Name: ________________________________________________________________

Name: ___________________________ Title: ________________________________

Signature: ______________________ Date: _________________________________

This form must be signed by an authorized executive or legal representative.
Attachment 8: Executive Order 177 Certification

This Certification must be completed and returned with the executed contract documents.

EXECUTIVE ORDER 177

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodations for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require a reasonable accommodation in employment on the basis of Sabbath observances or religious practices.

Generally, the Human Rights Law applies to:

- All employers of four or more people, employment agencies, labor organizations and apprenticeships training programs in all instances of discrimination or harassment;
- Employers with fewer than four employees in all cases involving sexual harassment; and
- Any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Proposal/Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including, but not limited to, the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Proposer: __________________________________________________________________

Name: _____________________________________________________________________

Signature: ________________________________ Date: ____________________________
## Attachment 9: Key Personnel References Form

Instructions:
- Complete one Attachment 9 for each Key Personnel title identified in the RFP.
- Attachment 9 shall not exceed three (3) double sided pages for each Key Personnel.
- Proposer’s may expand the boxes as necessary.
- The term “Client” below refers to the past project owner. “Client” is NOT a Prime Contractor where the proposing firm acted in the capacity as a Subcontractor.

<table>
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<th>Personnel Name and Title</th>
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<td>Firm working for on this Project</td>
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<td>Current Employment Status</td>
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<td>___ Employed by Firm identified in #3 above</td>
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<td>___ Employed by a different Firm</td>
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<td>Years of Relevant Experience</td>
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<td>Description of Relevant Experience</td>
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<td>Certification/Licenses</td>
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<td>Education</td>
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<td>Past Project Experience</td>
<td>Complete below for a maximum of 5 past projects</td>
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<td>Client Name</td>
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<td>Client Contact Information (including contact name, phone number, and email address)</td>
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<td>Description of person’s role and responsibilities during project</td>
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<td>Project Description #2 (include contract number where appropriate)</td>
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<td>Description of person’s role and responsibilities during project</td>
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<td>Description of person’s role and responsibilities during project</td>
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<td>Project Description #4 (include contract number if appropriate)</td>
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<td>Client Contact Information (include contact name, phone number, and email address)</td>
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<td>Description of person’s role and responsibilities during project.</td>
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<td>Client Contact Information (include contact name, phone number, and email address)</td>
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<td>Description of person’s roles and responsibilities during project</td>
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Attachment 10: Contract Job Title Descriptions & Qualifications

Contract Job Title Descriptions & Qualifications
Consultants shall be required to provide the following three (3) levels of appraisal experience:

Level 1: Requires the services of a general certified appraiser with at least 3-5 years of appraisal experience and a minimum of one (1) year of eminent domain appraisal experience.

Level 2: Requires the services of a general certified appraiser with at least five (5) years or more of appraisal experience and a minimum of three (3) years of eminent domain experience.

Level 3: Requires the services of a general certified appraiser with at least 10 years of appraisal experience and experience appraising complex properties (i.e. - Large Industrial, Special Purpose, Mixed Use Complexes) and a minimum of five (5) years eminent domain experience. This level appraiser would be expected to have more complex partial acquisition experience including a broad range of property types.

Task Order Assignments will specify anticipated project complexity and request for services based on qualification level of needed services.

Reimbursement shall be made only for the Level specified in the Task Order Assignment, regardless of whether the general certified appraiser may be qualified to perform Level 3 services.

Please Note: Cost proposals shall reflect the levels of appraisal experience referenced above. For example, it is expected that an appraiser performing Level 1 work will be less costly than an appraiser performing Level 2 work. It is also expected that Level 1 work is less complex than Level 2 work, requiring less work to complete the Task Order Assignment.

Certifications
All appraisal reports must be certified by an appraiser who meets or exceeds the qualification level of an assignment established in the Task Order Assignments. Additional certifications, if any, must be signed by those whose work contributed to the appraisal report.
Attachment 11: Scope of Services/Detailed Task Descriptions

Task 1. Sales Brochure (Covering the market; if required)
Sales Brochures are required in specified cases within the individual Task Order Assignment, typically for projects with 10 or more maps.

A. A comprehensive Map Exhibit showing the location of all comparable sales or rentals. All maps shall have labeled North arrows. All notations and labels shall be clear and legible. Any copies must be clear and legible.

B. Each comparable sale sheet shall include, at a minimum, the following:

1. Property address and location.
2. Representative photograph(s) as appropriate, with date of inspection.
3. Tax map number.
4. Sale price, sale date.
5. Financing terms and conditions of sale.
7. Identification of the parties to the transaction.
8. Verification of the sale or lease must be done with a party to the transaction or their representative. This shall include grantor or grantee, listing or selling realtor, attorney for any party to the transaction, leasing agent if an income property, or any other legally appointed representative for the primary transaction participant. Sales and lease data which cannot be verified to this standard, but which provide compelling information within a valuation, can be included as additional supporting information, but may not be used as the sale or lease upon which a value opinion is based. All efforts undertaken, and difficulties encountered when verifying transactions should be disclosed. Verification information shall include the person’s name, contact information and date verified.
9. Total site area in Acres and/or Square Feet. Both shall be provided if appropriate and relevant to the market data of the valuation assignment.
10. A simple sketch or site plan showing site dimensions, along with any features or site and building improvements relevant to the appraisal assignment. An aerial overlay of a tax map is acceptable. If the Sale or Rental is of an improved property, identify the approximate setback dimension of the building improvement from the highway boundary. Any other improvements on site such as business signs, parking spaces, wells, septic systems and any other underground improvements not visible shall be identified as well.
11. Zoning classification as of date of valuation and whether it represents compliance. Identify any variances, non-conforming conditions, and any pending zoning changes or master plans which may affect the reported price.
12. Utilities available to the site. For vacant land, indicate where the main lines and laterals may be available.
14. An allocation of the sale price into land and improvements must also be furnished.
15. Average Annual Daily Traffic Count (AADT) on all sales considered as commercial, whether as zoned for commercial use or indication of potential use, when available. NYS Traffic Data Viewer Link: https://gis3.dot.ny.gov/html5viewer/?viewer=tdv.

Task 2. Economic Land Analysis Study or Feasibility Analysis of the Highest and Best Use
The Economic Land Analysis Study of the project area should include (but not be limited to) a study and analysis of sales and relationships of any trends, patterns, or other economic factors which may affect real property values, with an explanation of the extent and how they reflect changes in value, if any, throughout the project limits. The activity in the market at the time of the appraisal Task Order Assignment should be concisely documented in a brief narrative and include details of real estate development underway, imminent zoning changes or master plans in process.

Development which is underway and market interest in the market sectors comparable to the subject property(s) are of prime importance and should be the focus. A list of all active and pending offerings (or lease offerings for assignments relying on the Income Approach to value) in the market sector shall be provided. This data provides the basis for additional potential comparable sales at the time settlement negotiations may be underway. The listing information shall include: Address, List (Offering) Price, Tax Map No., Property Type/Zoning, Site Size, Improvement Size, Exposure Time on the Market. Assignments which rely on the Income Approach to value shall provide lease offerings to the same level of detail as a closed sale transaction.

Task 3. Appraisal Report
Influence of Project on Just Compensation per 49 CFR 24.103(b)

To the extent permitted by law, the appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner.

Section 24.103(b) Influence of the project on just compensation. As used in this section, the term “project” means an undertaking which is planned, designed, and intended to operate as a unit.

When the public is aware of the proposed project, project area property values may be affected. Therefore, property owners should not be penalized because of a decrease in value caused by the proposed project nor reap a windfall at public expense because of increased value created by the proposed project.

All Appraisal Reports shall be compliant with the USPAP and prepared in accordance New York State case law, including the Before and After method, as appropriate. Only work prepared in accordance with these guidelines will be acceptable. The website for the Appraisal Foundation’s most current edition of the USPAP, which is updated every two years, is http://www.uspap.org/.
The Regional Appraisal Manager will provide a specific template to be followed at the time of Task Order Assignment. Each Appraisal Report shall contain the elements listed below:

A. Caption / Title Page (A Format will be provided for Consultant’s use as an attachment to the Agreement):
   1. Project designation: Include PIN, Project name, SH, Proceeding
   2. Map/Parcel Numbers (Include type of taking; FEE, PE, TE)
   3. Reputed Owner name
   4. Representative Photograph of the subject
   5. Location, and Address if different, of property appraised
   6. Total area of property to be appraised in acres and/or square feet
   7. If for acquisition, include the area(s) to be acquired in acres and/or square feet
   8. Include both acres and square feet where applicable and relevant to the assignment
   9. Appraiser’s Name and Firm
   10. Effective Date of Appraisal

B. Purpose of Appraisal:
   1. Statement of value to be appraised
   2. Type of title on which value is estimated, such as “fee simple”, “leased fee and/or leasehold”, “life estate and/or remainder interest”, etc.
   3. Identification of the Larger Parcel, considering the three tests: Unity of Title, Unity of Use and Contiguity
   4. What is to be appraised, such as “entirety”, “partial taking”, “control of access”, “easement interest”, etc.
   5. Identify all occupants and leases affecting the subject property and include a copy of the lease(s) when obtainable.

C. Narrative Description of Property:
   1. State, in plain and concise wording: General location, zoning restrictions, assessments, total area, land usage, type and size of improvements (number of stories, GBA, etc.) and any special features that add to or detract from the value of the property.
   2. In the event of a partial taking, describe the remaining land and the remaining improvements.

D. Delineation of Title:
   1. All transactions involving the subject within five years of the date of appraisal must be included in the report in the following format:

<table>
<thead>
<tr>
<th>From-To Date</th>
<th>Book</th>
<th>Page</th>
<th>Consideration</th>
<th>Manner of Verification</th>
</tr>
</thead>
</table>

   A copy of the most recent deed and or any other public record documents upon which the report relies should be included in the addenda.

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E. Methods of Appraising:

1. State highest and best use on which the appraisal is based. For improved properties, the highest and best use “as though vacant” and “as improved” should be established. Where present land usage, as set forth in the narrative description of the property both before and after the taking, is not the premise on which the estimate is based, it should be explained and supported.

2. The Before and After valuation method is integral to partial acquisition appraisal. This is most commonly encountered in appraisal for property acquisition. The Before and After concept is also relevant (in reverse) when valuing a lease or excess property where the State’s property provides a benefit within an assemblage to an adjoining property.

3. Regardless of report format (reference is made to #8 below) the appraiser must demonstrate and state in narrative how they have considered the Before and After Value method and its relevance to the specific assignment.

4. By using the Before and After appraisal methodology, the difference between the two value estimates will establish the value of the property being acquired, and any damage to the remainder property or lack thereof.

5. The Larger Parcel must be identified in every assignment, and stated clearly in the Summary of Salient Facts, within the definition of the Appraisal Problem and/or the Scope of Appraisal sections.

6. For improved properties, regardless of whether the highest and best “as vacant” is the same or different than the highest and best use “as improved”, a separate valuation of the land only is required.

7. State the three approaches to value used and their relevance to the specific appraisal assignment. If any of the three requisite approaches are not used, the appraiser should explain why they are not appropriate. If specific approaches to value are requested in the appraisal assignment, any exclusion of the required approaches must be requested in writing and approved.

8. A “Value Finding Report” format constitutes a “Restricted Appraisal Report” as defined in the USPAP. This may be used when compensation is $50,000 or less. If the appraised compensation exceeds $25,000, a market grid with explanation of adjustments is required in the report. Compensation of $25,000 or less does not require a market grid or explanation of adjustments. This type of report does not require both a before and after value recitation, but the before and after methodology should always be implicit within the appraiser’s valuation process.

9. “Before and After” format appraisals are subject to an important qualification - that the after valuation must eliminate any consideration of damages that are not compensable under law. Also, any special benefits accruing to the property as a result of the public improvements should be unequivocally substantiated and accounted. If benefits are clearly able to be valued, then they shall offset any or all of the consequential or severance damage to the remainder property. Further information regarding compensable and non-compensable damages can be provided by contacting NYSDOT’s Regional Right of Way offices.
10. “After Value” estimates, both as to land and improvements, should be supported by one or more of the following methods:
   a. Sales of properties comparable to the remainder and which possess qualities that bracket the major value features identified in the subject property.
   b. Sales of comparable properties from which there have been takings for like usage.
   c. Studies of previously acquired partial takings can be made and included to support financial impacts resulting from similar takings and projects. If this type of support is believed appropriate, the extra time and cost should be included in the bid of appraisal services.
   d. The economic loss or gain brought about by the change in land usage, changes in units of production, cost of operations, changes in rentals, etc.

11. In both full and partial acquisition of property the value of the land to be acquired and the damages to the remainder property shall be analyzed and tabulated showing the allocation of each allowance. This breakdown will include an evaluation of all interests: fee, leasehold, right of way, or usage easements, etc. All interests will be separated and clearly shown in an allocation and summary of damages. All appraisal reports shall include the tabulation in the format provided in Attachment 16: Summary of Valuation (Allocation of Before and After Values). Additions to this format may be included, but the content, order of major categories and the format should not be changed.

12. All appraisals shall include either a brief summary or reconciliation of value within each report as follows:

   1. Value Finder Appraisals:
      a. Shall include a clearly written brief Summary;
         i. Explaining how each comparable was weighted;
         ii. A brief summary of adjustments;
         iii. The reasoning behind the adoption of the unit value;
         iv. The adjusted range of value.

   2. Full and Before/After reports:
      a. Shall include a clearly written Reconciliation of value;
         i. Explaining how each comparable was weighted;
         ii. A detailed explanation of adjustments;
         iii. The reasoning behind the reconciliation of value arrived at via the Sales Comparison Approach, or any combination of approaches to value developed;
         iv. An adjusted range of values.

F. Documentation:
   1. Calculations should be shown within the various approaches to value and wherever they are an integral part of a value opinion.
   2. Sales and Rentals Comparison Grids: All grids must be legible and clear. The subject and all comparable properties, together with the elements of comparison and all adjustments applied should be presented on a single page format. Total gross and net adjustments to each
sale shall be included and expressed as a percentage of the unadjusted unit price. The sales chosen should have the same or reasonably similar highest and best uses. The sales and rentals should clearly qualify as substitutes that any reasonable market participant would consider.

3. Building and Site Improvements:
   a. Wherever possible, the appraiser must verify the measurements of any affected building and/or site improvements during field inspection.
   b. When the Cost Approach is relied on, references of cost figures must be specified by manual and page, or website and specific section.
   c. If an engineering cost estimate is employed and appended to the appraisal, an Extraordinary Assumption should be included and specify which part or parts are incorporated and upon which the appraiser relies.
   d. Site Improvements should be valued based on the enhancement value they contribute to the total market value and kept in context of the Before and After value method. This is typically developed through a depreciated cost in place analysis.
   e. Use of reproduction cost is only appropriate when setting forth values within a Cost to Cure to reduce or eliminate severance damages.

4. Market Data (this applies to sales, rentals and leases which may be considered as comparable for the appraisal)

5. Project Influence on Comparable Sales
   A statement shall be included affirmatively stating that the appraiser considered any market reaction to the upcoming “Public Project” that may, or may not, have impacted the market value of the comparable sales selected and used in all appraisal reports.

The appraisal shall contain properties comparable to the subject and should meet the standard of being true and reasonably similar substitutes for the subject property being valued by market participants. Comparable market transactions should be the most recent available, must bracket as many of the major value indicators as possible identified in the subject property and/or the appraisal problem. Sales and rentals need not necessarily be in the immediate area. Where proximal data is not easily obtained, it is acceptable to expand the search and time frame as needed and select data from comparable market areas which have demographics and market characteristics comparable to that of the subject property. When search parameters are expanded, the appraiser must fully explain the reason(s) for taking such measure.

a. Comparable Sales or Comparable Rentals (See Attachment 21) *(replace “sale” with “lease or rental”)* shall include the following data as a minimum:
   1. Sale date
   2. Sale price
   3. Type of financing
   4. Parties to the transaction
   5. Liber and page at which the instrument of conveyance is filed
   6. Conditions of sale (Must be “Arms-Length”)
7. Location
8. Sketches shall be provided showing total area, property dimensions, exterior dimensions of building improvements and their setback from the highway boundary
9. Zoning
10. Utilities
11. Photographs (Must be originals, web or google photos are not acceptable)
12. Highest and best use of property
13. AADT (Average Annual Daily Traffic Count) shall be reported for commercial and industrial properties, when available
   NYS Traffic Data Viewer Link: https://gis3.dot.ny.gov/html5viewer/?viewer=tdv
14. Verification consultant name and date
15. A monetary breakdown of sale into land and improvements must be furnished
16. The degree of comparability with the subject property being appraised expressed in dollar amounts plus\or minus, and an explanation of the degree of comparability shall be embodied in the report
17. A location map showing a relationship between the subject property and the properties used as the criteria of value shall be included in the addendum to each report. Streets, Roads and Highways should be identified on location maps.
   NOTE: ALL MARKET DATA MUST BE VERIFIED WITH A KNOWLEDGEABLE PARTY. THIS SHALL INCLUDE GRANTOR OR GRANTEE, LISTING OR SELLING REALTOR, ATTORNEY FOR ANY PARTY TO THE TRANSACTION, LEASING AGENT IF AN INCOME PROPERTY, OR ANY OTHER LEGALLY APPOINTED REPRESENTATIVE FOR THE PRIMARY TRANSACTION PARTICIPANT. IF VERIFICATION IS WITH A PARTY OTHER THAN THOSE LISTED, A DETAILED EXPLANATION IS REQUIRED. NYSDOT RESERVES THE RIGHT TO REJECT REPORTS WITH IMPROPERLY VERIFIED MARKET DATA.

b. With the exception of appraisals for court, all appraisals shall establish economic rent for acquired structures by comparison to comparable market rentals or leases.
   c. Income projections shall be supported by showing comparable properties as the source of economic income and itemize the expenses relative to that income. The source for the capitalization rate shall be shown, outlining the justification for such value.
   d. Reproduction or replacement cost estimates of structure shall be supported by indicating the source of the unit values and location multipliers used in the estimate and related depreciation schedules shall be explained.

6. Photographs:
   a. Include quality images representative of the subject, it’s location, street photos in both directions and all elements contributing to or impacting value which are relevant to the valuation.
   b. Photographs shall be properly identified and taken at various angles to show significant features of the property appraised, with a focus on any of the improvements affected, whether anticipated or to be acquired.
   c. Interior photographs are required for buildings which will be acquired in their entirety. Interior photographs shall also be included for the portions of properties where significant severance damages are identified, and even in cases where they may only be anticipated.
d. Each photograph shall carry either on itself or by reference unalterable identification showing such information as the date, by whom and position from which taken, owner of the property, street or lot number, and any other information which would establish the parcels or property involved and the authenticity of the photograph. Reproduced original photos or original digital photographs will be allowed if they clearly depict the property. Each such photograph shall carry either on itself or by reference unalterable identification showing such information as the date, by whom, and location and direction from which the photograph is taken.

7. Exhibits and Property Sketches
   a. Well documented exhibits are required to properly illustrate the property, both before and after acquisition, or within any potential assemblage with an adjoining property.
   b. Photocopies of the tax map shall not be substituted for property sketches unless details can be adequately illustrated.
   c. A copy of the acquisition map or conveyance map shall be included in all reports.
   d. Exhibits shall illustrate and identify with legible labels:
      i. A clearly labelled north arrow
      ii. Major highways and streets labelled
      iii. Access points identified
      iv. An outline of the area to be acquired and the remainder, showing relevant dimensions
      v. Location and setback of any significant improvements and features
      vi. A delineation of parking spaces
      vii. Relationship of the improvements to the taking area
      viii. A floor plan for any building which is severely affected or taken entirely.

8. An itemized list of the documents reviewed by the appraiser in order to fulfill the Task Order Assignment.

G. Intended User:
The Intended User of the report shall be stated as “New York State Department of Transportation” and indicate no individuals or other government agency or department unless specifically requested for that assignment. While a Cover Letter can include the name of a Regional Office of Right of Way staff member, the Title Sheet, Certification and specific statement of Intended User shall only reference the Department.

H. Rounding:
Rounding shall comport with NYSDOT’s Rounding Instruction which will be provided to Consultant with the Agreement.

I. Inspection of Subject Property:
The following steps must be followed for each appraisal:
   1. The appraiser(s) signing the report certification shall inspect the subject property.
   2. The Appraiser shall provide NYSDOT Staff with an opportunity to accompany them on the property inspection.
3. Appraiser(s) shall provide the property owner with an opportunity to accompany them on the inspection. The appraiser shall do so in writing, via letter or email, with a follow up phone call. Attempts to meet with the property owner must be documented in the appraisal (see below). A form letter for Consultant’s use will be provided with the Agreement.

4. The accounting of the offer made to the property owner to accompany the appraisal shall be documented in writing within a specific section of the report indicating who they contacted, the date and time of the contact, the result of the contact, and any follow up if a property owner or their representative was not responsive. Second follow up shall include either a phone call or a personal visit at the time of inspection.

5. Provide a copy of the letter or email in the addenda.

J. Certificate of Appraiser:
A certificate shall include all terms as indicated within Attachment 19 – Certificate of Appraiser. While the Consultant can include additional statements as may be required by professional organizations with which they are affiliated, they may not eliminate or remove any of the statements as shown. It is also acceptable for the consultant to provide an additional, separate Certificate to satisfy their professional obligations for reporting. In all cases, the Certificate shall state the opinion of value set forth.

K. Conclusion and Justification:
Set forth the indicated value and outline the justification for such value. Where two or more approaches to value are used, a clearly developed correlation shall be provided. A reconciliation shall include sufficient reasoning and rationale incorporating a summary of all relevant observations and analysis presented throughout the report to convince the reader of their value conclusion. A mere statement of a value opinion is not sufficient.

L. Signatory of the Report:
The appraiser approved as per the Agreement shall sign as the primary signatory of a report. A secondary appraiser may be included as a co-signatory on appraisals as long as the NYSDOT approved appraiser is the primary signatory. Court of Claims appraisals shall be signed exclusively by the appraiser who will testify before the court and will be recognized as such as the author of the filed proof.

Task 4. Project Plans and Effects of Construction
The Consultant shall participate in meetings, discussions and correspondence with NYSDOT during the preparation of appraisal reports. A pre-appraisal conference is required for all Task Order Assignments, unless otherwise noted. The appraiser is expected to request additional information or documents, if needed, to complete the assignment.

Task 5. Appraisal Revisions and/or Updates
Upon the request of the Department, the Consultant shall make reappraisals of properties which may be required:
A. Due to change of physical conditions not indicated at the time of the original appraisal.
B. Due to map revisions, subsequent to the original appraisal.
C. Due to a marked change of value which may have occurred.

Task 6. General Map and Property Appropriation Maps
On project portions, for which maps have been furnished, where buildings or improvements are to be acquired or where buildings or improvements are severed without access, priority shall be given to furnishing the appraisals at the earliest possible date, pursuant to the directions of representatives of the Department.

The Consultant will be instructed to proceed with the property inspections and appraisal work required under this Agreement and, at that time, the Consultant will be furnished with project plans, or portions thereof, of the project and a copy of each of the individual appropriation maps pertaining to the properties shown on the project plans or portions thereof. In the event only a portion of the project plans, with associated individual appropriation maps, is initially furnished and the remaining portions of the project plans, with associated individual appropriation maps, is initially associated appropriation maps, for the project are furnished in succeeding stages, the Consultant shall accomplish the appraisal work for the portions of the project in the order established by the availability of the maps.

The project plans will indicate the outlines of properties to be acquired, in whole or in part, but will have neither detailed dimensions nor metes and bounds descriptions thereon. Detailed dimensions and descriptions of the property to be acquired will be shown on the individual appropriation maps.

Task 7. Submission of an Appraisal Check Sheet
To ensure that the appraisal reports are mathematically correct, reflective and consistent with the appropriation maps, and in compliance with the instructions provided by the Department, the Consultant shall have a compliance check performed and submit a completed appraisal check sheet to the Department for and with each and every appraisal submitted to the Department. To assist in this regard, Consultants will be provided with a sample appraisal check sheet to be used with each report. The check sheet shall be signed by the individual who performed the compliance check and also by the individual who signed the Certificate of Appraiser. The compliance check shall be performed by someone other than the individual who signed the Certificate of Appraiser.

Schedule of Deliverables
The CONSULTANT shall commence work no later than five (5) days after receiving a Task Order Assignment from the STATE. Since timing of this project is critical, completion of all Task Order Assignments must occur no later than the timeframes listed below after the public hearing is held.

The CONSULTANT shall deliver completed Task Order Assignments to NYSDOT as follows:
<table>
<thead>
<tr>
<th>Months After Public Hearing</th>
<th>Sales Brochure</th>
<th>Relocation Appraisals</th>
<th>Non-Relocation Appraisals</th>
<th>Percent Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>85%</td>
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<tr>
<td>3</td>
<td></td>
<td></td>
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<td>25%</td>
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<tr>
<td>4</td>
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<td>100%</td>
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</tbody>
</table>
Attachment 12: Cost Proposal Workbook
Attachment 12, which contains the RFP’s Cost Proposal workbook and instructions, is to be downloaded from the NYSDOT project web site, located at https://www.dot.ny.gov/business. Click on “Consulting Services”, then click on “Opportunities”, and then click on the date to the left of “Appraisal Services for NYSDOT, Region 5”. There is one Attachment 12: Cost Proposal Workbook for Contract #C037914.

Attachment 13: RFP Modifications
Attachment 13, which contains the RFP’s Modifications can be found on the NYSDOT project web site, located at https://www.dot.ny.gov/business. Click on “Consulting Services”, then click on “Opportunities”, and then click on the date to the left of “C037914 Appraisal Services for NYSDOT, Region 5”.

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Attachment 14: General Guidelines for Preparing Appraisals for NYSDOT

General Guidelines for Preparing Appraisals for NYSDOT

Introduction
One of the major functions and responsibilities of the Department’s Office of Real Estate is to prepare appraisals which meet Federal, State and Department requirements. The foundation of an effective real estate acquisition program is a well-prepared appraisal which meets applicable standards and provides an owner with the compensation to which he/she is legally entitled, and at the same time, is protective of the interests of the taxpayers.

The objective of the Department is to meet these requirements and to present the necessary information in such a form that it is a useful tool for those who depend on the report in the acquisition process. Under the “one-offer” system, the Department must have an appraisal that is reflective of the market as it serves as a basis for negotiations with the property owner.

In addition to acquiring property for its transportation system, the Department may also require appraisals of properties that have been declared surplus to its present and future needs. Accordingly, appraisers may be offered appraisal assignments that reflect “sale” rather than “purchase” transactions.

Purpose of the Appraisal
To meet the requirements outlined above, the Office of Right of Way requires an appraisal of market value, which is defined as:

DEFINITION OF MARKET VALUE: the most probable price which a property should bring in a competitive and open market, under all conditions, requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: 1) buyer and seller are typically motivated; 2) both parties are well informed or well advised and each acting in what he considers his own best interest; 3) a reasonable time is allowed for exposure in the open market; 4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third-party institutional lender that is not already involved in the property or
transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amounts of any adjustment should approximate the market’s reaction to the financing or concessions based on the Appraiser’s judgment.

The above definition of Market Value is viewed by the Department as causing the appraiser to conclude essentially the same value as would be concluded in an attempt to arrive at Market Value as defined in Uniform Standards of Professional Appraisal Practice (USPAP).

The courts in New York State have consistently equated the constitutional requirements of “just compensation” with a finding and source of “market value”. As a result, Office of Right of Way’s appraisals must primarily utilize and rely upon the sales comparison and capitalization approaches to value except in those rare instances of a truly special purpose property. In those instances, the cost approach to value may be relied upon to establish market value. The broad goal of the Office’s activities in this area is to produce a well-documented appraisal which leads conclusively to the best estimate of market value for the acquisition.

**Required Engineering and Related Data**

It is essential that appraisals of partial takings include the value of land and improvements that are to be acquired plus any damages which are caused to the remaining property. Accordingly, the appraiser should review the project’s construction plans, cross-sections, right-of-way maps and any other available data to develop a full understanding of the acquisition and the effects of the proposed construction. It is inappropriate to expect an appraiser to judge whether there is severance damage or special offsetting benefits accruing to a remaining property without anticipating, with a degree of accuracy, what the after situation will be.

Reduction of setback, change of grade, change of physical access, additional travel lanes, highway shoulder widths, drainage ditches, sidewalks, gutters, replacement of landscaping and fencing are some of the considerations that the appraiser must be aware of and required to describe in the appraisal report.

Appraisers are also expected to have a working knowledge of New York’s Eminent Domain Procedures, and what severance damages New York’s Court System has ruled to be compensable and non-compensable (Reference RFP Attachment 17).

**Public Contacts**

The very nature of the appropriation process requires that all parties having any contact with a property owner or tenant must exercise diplomacy and tact in their dealings.

Certain procedures must be followed, and an open and friendly attitude must be exhibited in order for those affected to realize that the State is granting them every courtesy and
consideration. All those representing the State – including appraisal consultants – shall conduct themselves with propriety, decorum and mutual rules of respect.

In all cases, the property owner or their designated representative must be offered the opportunity to accompany the appraiser when they inspect the property.

Appointments are to be made and kept. It is expected that an appointment will be made to inspect properties and interview occupants. These appointments are to be kept on time or appropriate notice of cancellation given when circumstances require that unusual course of action.

Appraisers are required to present their identifying documents, including a license and business cards and their letter of assignment of Task Order, at the outset of their first personal contact with owners or tenants.

An above average degree of courtesy applies in all contacts with owners or tenants. Every consideration, concern and patience must be shown in permitting and encouraging an owner to inform the appraiser of the points they deem important about their property.

Common sense dictates that the appraiser is never to make disparaging remarks about an owner’s property, the furniture, or physical surroundings. The appraiser must conduct themselves in a detached, objective manner.

Appraisers are never allowed to discuss values or the extent of possible damages with the owner or tenant at the time during the property’s inspection. At this point in time, the appraiser is solely a collector of facts. Monetary damages can only be determined after the appraisal is completed and reviewed.

Consultant appraisers are generally not familiar with the Department’s acquisition procedures nor have they been engaged to explain project details to property owners. Questions regarding the acquisition process or about the proposed project should be discreetly referred to the R.O.W. Agent/Real Estate Specialist who will be contacting the owner to discuss these matters.

Assembling Data
The appraiser for a specific appraisal assignment or for a project, must develop an initial working plan providing for the assembly of requisite data to avoid either unproductive efforts or the inclusion of non-essential or superfluous material in their appraisal report. When assistance is given to the appraiser by personnel, either working under their supervision or as members of a team, this plan will designate specific duties to be performed by each individual, providing for maximum efficiency and avoid overlapping of work assignments.

1. Appraiser’s Personal Obligation
The appraiser must personally perform and be responsible for certain functions in order to properly certify that they have accomplished the appropriate steps in their analysis and determination of the value. These areas of personal responsibility include, but are not limited to, the following:

a. A personal inspection of the subject property. If structures are taken or damaged, both interior and exterior inspections and photos are necessary.

b. Comparable sales must be inspected to the same degree as subject.

c. Comparable sales must be verified as to selling price by someone who is a party to the conveyance such as grantor, grantee, real estate broker/agent to the transaction or one of their legal representatives. Accordingly, verification by the assessor (or other non-interested party) is not acceptable. Appraiser shall identify with whom the comparable sale has been verified and include this information within the sales sheet.

d. Right of way taking limits are to be visualized on the ground and the effects personally noted by the appraiser of record.

2. Site Inspection
A careful and complete inventory of the property to be appraised and thorough knowledge of the area to be appropriated is an essential requirement of a sound appraisal report. A casual inspection of the premises is not only not in keeping with good appraisal practice, but is quite apparent to a property owner, with probably negative effects at the time when the offer is made.

As part of the appraisal, the property’s size, shape, topography and existing access should be reviewed and considered both before and after the acquisition in the appraisal process. Individual items of site improvements, especially those affected by the appropriation, are to be individually inventoried and the condition of each specific item noted.

It should also be noted that property owners sometimes have surveys of their property available, which can be of material assistance in producing the required sketches of the whole property. The availability of this survey or sketch can save much effort in those cases where no plan layout of the entire property is available, and a sketch must otherwise be prepared from a deed description or other source. The use of tax maps is also useful to reflect a property’s location, size, access and configuration.

**Building Inspection**
When inspecting structures, special attention is to be directed toward recording items of accrued depreciation; while at the same time, noting the “plus” features of the premises that make a positive contribution to the property’s value.
Photographs should be taken at the time of this inspection, which will clearly show all improvements, especially those in the area of the taking. The photographs should adequately cover the acquisition area and related structures, so that as construction changes alter the property features, sufficient pictorial data of the pre-existing condition will be available. Good photographs are particularly important if a claim is filed and the property is demolished before the Court Proceeding.

**Neighborhood Inspection**

The assembly of data should include an overview of the immediate neighborhood of the subject property. Such data assembly and analysis would encompass the generally accepted components of a professional neighborhood analysis, including influences and trends that could enhance or detract from property values.

**Sales Inspection**

The appraiser should use all available resources to obtain a collective overview of recent market transactions in the project’s area. Relevant sales should be carefully reviewed and personally inspected if they are to be considered as comparables in the appraisal process. This function and responsibility should not be delegated to another person. Where comparable sales are used for a structure being acquired, interior inspection of such comparable sales structures is mandatory unless sufficient reason is given as to why it could not be accomplished. Obviously, such comparable sales analysis would include the size and shape of the site and the location and setback of the structures located thereon. Lastly, (and as noted previously) the sales price must be verified by someone who is a party to the conveyance such as grantor, grantee, real estate agent/broker for the transaction, or one of their legal representatives.

**Reproduction/Replacement Costs**

Cost indices may be the source of unit prices for reproduction or replacement estimates; however, the appraiser should as a matter of professional practice, check on local cost conditions and determine more specific unit prices from local builders.

**Market Rent**

Depending upon the appraisal problem, the appraiser may need to collect, inspect, and record pertinent data in connection with comparable rentals for income type properties. This would include an analysis of lease data, and the interview of owners, tenants, real estate brokers and knowledgeable individuals in lending institutions to ascertain current ranges of rental fees, terms and conditions of occupancy.

**Zoning**

Zoning regulations, and availability of variances there from, are an integral part of the data assembly process. Ordinances, flood plain and zoning maps are available from the appropriate political subdivisions, or through local government offices. Assessment data
(including equalization rates) are available at the local assessor’s office, or other central depository of such information.

**Approaches to Value**
There are three basic approaches to value; the sales comparison, income capitalization and cost (less accrued depreciation). In New York State, the sales comparison and income capitalization approaches are the preferred criteria of value, unless a true specialty property exists. Accordingly, if the subject property is located in an area of relatively static real estate activity, the collection of sales data may require a more expansive search for comparable market transactions. It would necessarily follow that the farther from the subject area the appraiser goes in his data collection, the less truly comparable the properties become. If this is necessary, the determination and assembly of such data will require more intensive analysis and adjustments should be explained in greater detail. Obviously, the appraiser should make every effort to find and analyze comparable sales of similar properties and avoid sales that require excessive and multiple adjustments.

In order for the Department to quickly and easily determine the relative comparability of the sales chosen by an appraiser, all sales comparison grids are required to include entries showing the total gross and net adjustments to each sale expressed as a percentage of the unadjusted unit price. The sales chosen should have the same highest and best uses and be able to stand affirmatively against the following question:

Would any reasonable buyer of the sales used have considered the subject property as a substitute or stated in other words, do the subject and sales compete for the same potential buyers?

**Certification**
In appraisal work, especially of a project nature, delegation of certain mechanical work function in the assembly of data is unavoidable. Even with such a necessary delegation, the appraiser personally and professionally bears sole responsibility for the appraisal report when signing the Certificate of Appraiser. Accordingly, all sales used in the report should be personally inspected and the appraisal analysis should be personally prepared.

**The Appraisal Format**
Value Finder: The Department has developed a Value Finder Appraisal Report format for acquisitions with values of less than $50,000. This format is illustrated in Attachment 15 and should be followed when appraising properties in this value range. The Value Finder Appraisal Report format will be used for most acquisitions of low value where damages are easily explained and supported.

Full and Before/After Appraisals: Format templates for Full or Before and After Appraisals will be provided and will coincide with the format provided in Attachment 16.
Surplus Appraisal Reports: Surplus Appraisal Reports will be made in the Full or Before/After narrative report format.

Use and Occupancy Permit Valuations: Use and Occupancy Permit Valuations determination appraisals will be made in a narrative format similar to full appraisals.

**Appraisal Preparations**
It is not the intention of this instruction to cover the appraisal process. There are a myriad of texts on this subject and there are many courses available to supplement practical experience. In addition, the Appraisal Foundation has promulgated the USPAP which provide the basis of and defines the standards of acceptable requirements for integrity, objectivity, independent judgment and ethical conduct. These standards provide specific guidance for a wide range of appraisal and appraisal review activities.

**Quality Control**
Each Consultant shall describe and be responsible for their quality control plan by which they insure compliance with State requirements.

The State reserves the right to perform quality assurance reviews of appraisal submission under this contract. The Department has an appraisal check sheet for appraisal reports, which would be shared with designated consultants. Consultant appraisers are permitted to use their own check sheets if they are equivalent to the Department’s. The consultant’s check sheet must be reviewed and approved by the Department.
Attachment 15: Value Finder Appraisal Report

ROW 450-Value Finder

PREPARED FOR

VALUE FINDER/RESTRICTED APPRAISAL REPORT

REGION NO.:

PROJECT IDENTIFICATION NO.:

PROJECT:

MAP NO.: PARCEL NO.:

INSERT IDENTIFYING PHOTO OF SUBJECT HERE

REPUTED OWNER: Insert Reputed Owner’s name as it appears on the map

SUBJECT PROPERTY ADDRESS:

APPRAISED VALUE: $
CERTIFICATE OF APPRAISER

I hereby certify:

That on Click or tap to enter a date. I personally made a field inspection of the property herein appraised, and that I have afforded property owner/designated representative, the opportunity to accompany me at the time of inspection. (If inspection accompaniment is not made, state reason) . I have also, on Click or tap to enter a date., personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein above set forth are true, and the information upon which the opinions expressed herein are based is correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions. I am in agreement with all statements provided in this report.

That I understand that such appraisal may be used in connection with the acquisition of right of way for a transportation project to be constructed by the State of New York with the assistance of Federal-aid highway funds or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of the State of New York.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised, and no personal interest with respect to the parties involved.

That I, in determining the compensation for the property, have disregarded any decrease or increase in the fair market value of the real property that occurred prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the New York State Department of Transportation or officials of the Federal Highway Administration, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as Federal regulation 49 CFR Part 24.
I disclose that:

☐ I have not provided any services regarding the subject property within the three-year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity. If this is not checked then the appraiser must provide an explanation and clearly and conspicuously disclose whatever services have been provided for this property in the past three years.

☐ No one provided significant real property appraisal assistance to the person signing this certification. (When any portion of the work involves significant real property appraisal assistance, the appraiser must describe the extent of that assistance. The signing appraiser must also state the name(s) of those providing the significant real property appraisal assistance in the certification, in accordance with Standards Rule 2-3.)

That my opinion of the fair market value of the property being acquired, including temporaries, as of [Click or tap to enter a date] is _____ based upon my independent appraisal and the exercise of my professional judgement.

[Click or tap to enter a date]

Date Signed

_______________________________

Appraisers Signature

____________________

Typed Name

____________________

Title

____________________

Certification/License Number (if applicable)

(Note: Other statements required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal may be inserted where appropriate.)
GENERAL ASSUMPTIONS AND LIMITING CONDITIONS: The certification of the Appraiser appearing in this appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Appraiser in this report.

1. The Appraiser assumes no responsibility for matter of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.

2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey of the property.

3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made therefore.

4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

5. The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such factors.

6. Information, estimates, and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Appraiser can be assumed by the Appraiser.

7. Disclosure of the contents of the appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the Appraiser is affiliated.

8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Appraiser, professional designations, reference to any professional appraisal organizations, or the firm with which the Appraiser is connected), shall be used for any purposes by anyone but the client specified in the report, without the previous written consent of the Appraiser, nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Appraiser.

9. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusion are contingent upon completion of the improvements in a workmanlike manner.

10. The property is assumed to be free and clear of environmental contamination or other adverse conditions that are not apparent during the property inspection.

11. The Appraiser's opinions and conclusions set forth in the report may not be understood properly without consideration of additional information in the appraiser's work file.
INTENDED USE OF THE APPRAISAL: This appraisal will be used in conjunction with the acquisition of right-of-way for transportation purposes by the State of New York with the assistance of Federal and State funding sources.

INTENDED USER OF APPRAISAL: This report is intended for use only by the New York State Department of Transportation (NYSDOT).

VALUE FINDER APPRAISAL REPORT: This is a Restricted Appraisal Report in accordance with Standard Rule 2-2(b) of the Uniform Standard of Professional Appraisal Practice. This report is restricted for the use of the client only. There are no other intended users. The client must clearly understand that the appraiser’s opinions and conclusions may not be understood properly without additional information in the appraiser’s work file.

DEFINITION OF MARKET VALUE*: The most probable price which a property should bring in a competitive and open market under all condition’s requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and each acting in what he considers his own best interest;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions** granted by anyone associated with the sale.

*The Dictionary of Real Estate Appraisal, Appraisal Institute, 5th edition. This definition of market value is acceptable in New York courts.

**Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third-party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions, but the dollar amount of any adjustment should approximate the market’s reaction to the financing or concessions based on the Appraisers judgment.
Identify and State any extraordinary assumptions necessary in the assignment; *

EXTRAORDINARY ASSUMPTION: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

An extraordinary assumption may be used in an assignment only if:

• it is required to properly develop credible opinions and conclusions;
• the appraiser has a reasonable basis for the extraordinary assumption;
• use of the extraordinary assumption results in a credible analysis; and
• the appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

This appraisal is based on the extraordinary assumption that: (Consider the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal).

Identify and State any hypothetical conditions necessary in the assignment; *

HYPOTHETICAL CONDITION: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

A hypothetical condition may be used in an assignment only if:

• use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
• use of the hypothetical condition results in a credible analysis; and
• the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions. (1)

Hypothetical Conditions:

*USPAP Definitions
PIN: Project Identification #  S.H.: State Highway #  PROC. NO.: Proceeding #

PROJECT: Insert Project Name as it appears on the map

COUNTY:  TOWN/VILLAGE/CITY:  TAX MAP #

REPUTED OWNER(s): Insert Reputed Owner’s name as it appears on the map

OWNER’S ADDRESS: Insert Reputed Owner’s mailing address

<table>
<thead>
<tr>
<th>MAP(s)</th>
<th>PARCELS(S)</th>
<th>ASSESSED VALUE</th>
<th>ESTIMATED VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Appraiser’s best estimate</td>
</tr>
</tbody>
</table>

ZONING DESCRIPTION AND SETBACK REQUIREMENTS: Include zoning code, a brief description of current zoning, minimum lot size requirements and setback requirements.

USE AS OF EFFECTIVE DATE OF APPRAISAL: Identify use as of effective date and any other uses identified within the appraisal.

APPRaised INTEREST: Fee, PE, TE, etc.

EXPOSURE TIME: The value definition within this report assumes a reasonable exposure to the market prior to the effective date of value. It is my opinion that this reasonable exposure time is: (insert conclusion of exposure time).

LOCATION OF SUBJECT PROPERTY: Identify the address and/or physical location of property.

SALES HISTORY OF SUBJECT PROPERTY: Provide a 5-year sales history, including date(s), and sale price(s) of prior conveyances, or last deed of record. A brief summary of the sales history analysis is required.

APPRaisal PURPOSE: The purpose of this appraisal is to estimate the legally compensable damages as a result of the acquisition. Appraisal Purpose can be expanded to provide greater detail, if warranted.

SCOPE OF APPRAISAL:
In accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), Federal Highway Administration, and NYSDOT assignment conditions the appraiser has: made a physical inspection of the subject; researched and analyzed relevant municipal data; researched and analyzed relevant sales data; and performed a suitable approach to the valuation of the subject.

Approaches to Value: In establishing the values employed in this report, the Income, Cost and
Sales Comparison Approaches were considered for the purposes of determining value. Principal reliance and compelling support are found in the Sales Comparison Approach to value. The Cost Approach is not developed, as it is not applicable to the valuation of vacant land. The Cost Approach will, however, be used to value any site improvements, if necessary. The Income Approach to Value is not developed, as there is insufficient rental data of similar land available in this market to arrive at a credible opinion. Scope of Appraisal can be expanded to provide greater detail, if warranted.

DESCRIPTION OF SUBJECT PROPERTY:

At a minimum, the description should include total land size, building improvements, land improvements, and current use of the subject property (residential, commercial, industrial, etc.). In some cases, it may not be practical to list all of the building improvements or land improvements, as there may be too many to mention. Example: if the subject is a large dairy farm operation, simply indicate that the property is being utilized as a dairy farm that is improved with related land & building improvements.

HIGHEST AND BEST USE:

State the highest and best use of the subject. Provide additional commentary regarding your determination, if necessary. Example: if the Highest and Best use is something other than its present use.
ACQUISITION MAP
DESCRIPTION OF ACQUISITION:
Provide a brief description of, and reason for, the acquisition(s) and state the purpose of them. Refer to the acquisition map or general plan sheet for description details.

Examples: Parcel 20 consists of a 4-foot wide elongated strip along the subject frontage; Parcel 20 is a Permanent Easement for drainage maintenance; Parcel 21 is a Temporary Easement in conjunction with a temporary detour.

EFFECT OF ACQUISITION:
Provide an explanation of the acquisition's effect (loss of screening, setback reduction, severance damage, etc.) on the subject. Examples follow:

1) The effect of the acquisition is to reduce setback of the residence from 55± feet to 20± feet and bring the travel lane 10'± closer to the residence.

2) The effect of the acquisition is to reduce parking from 6 spaces to 4 spaces.

3) The effect of the acquisition is loss of screening due to the removal of 15 bushes.

4) The effect of the acquisition includes direct damage to the land and land improvements by virtue of the Fee and Temporary Easement. There is no indirect damage. Remaining land and land improvements are not adversely affected.

The explanation may be either well-defined (examples 1-3) or less explicit in nature (example 4).
VALUATION DATA

VALUE OF ACQUIRED LAND:

<table>
<thead>
<tr>
<th>MAP</th>
<th>PARCEL</th>
<th>AREA</th>
<th>TYPE</th>
<th>UNIT VALUE</th>
<th>RATE</th>
<th>TERM</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF/Acre</td>
<td>Fee</td>
<td>$</td>
<td>100%</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PE</td>
<td>$</td>
<td>90%</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TE</td>
<td>$</td>
<td>10%</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

REFERENCE/SUMMARY:

If this report is part of a project with less than ten (10) maps, identify the sales used in this section and attach the sales to each report. If this report is part of a project of ten (10) maps or more, identify the sales brochure in this section. There is no need to attach sales to each report. Note: The Office of the State Comptroller requires the sales to be attached to an appraisal exceeding $50,000.

A summary of sale adjustments (actual adjustments not needed when a sales comparison grid is not included - just a general indication of the direction) and the reasoning behind the adoption of the appraised land value is required. Included in the summary should be the adjusted range of value.

State the appraisal methods and techniques employed, and reasons for excluding any of the three approaches to value.

PROJECT INFLUENCE ON COMPARABLE SALES:

A statement shall be included affirmatively stating that the appraiser considered any market reaction to the upcoming “Public Project” that may, or may not, have impacted the market value of the comparable sales selected and used in this report.

An example of a statement, if no impact is noted, might be:

The appraiser has analyzed the comparable sales selected and used within this report for project influence and concluded the upcoming public project had no impact on their market values.
VALUE OF ACQUIRED IMPROVEMENTS: List acquired site improvements and any applicable depreciation

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Depreciation</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Examples:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>➢ Lawn area 345± sf @ $0.45/sf</td>
<td></td>
<td></td>
<td></td>
<td>$155.25</td>
</tr>
<tr>
<td>➢ Asphalt pavement 400± sf @ $2.50/sf x 20% depreciation</td>
<td></td>
<td></td>
<td></td>
<td>$800.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$955.25</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td>$960 (R)</td>
</tr>
<tr>
<td>round improvements total</td>
<td></td>
<td></td>
<td></td>
<td>UP to the nearest $10</td>
</tr>
</tbody>
</table>

REFERENCE: List cost references for site improvements. Examples: Marshall & Swift, local building supply store.

SEVERANCE DAMAGE: Yes ☐ No ☐ Total: $0
Rationale: Appraiser is to provide a narrative that outlines and justifies applicable severance damages. If severance damage applies to improvements, comparable improved property sales should be referenced and attached to the report. Examples:

1) The acquisition does not adversely affect the remainder of the property or alter its utility.

2) Severance damage is applicable to the residence due to the loss of setback to the highway from 55± feet to 25± feet. The residence is valued at $75,000. The damage is 10%. $75,000 (value of the residence only) x 10% = $7,500

REFERENCE: Attached improved Sales R-2, R-5, R-7

COST-TO-CURE (if applicable):
Provide a narrative summary of the cost-to-cure and justification of the cure in relation to the possible severance damage. Cost-to-cure should not exceed severance damage.

Example: Parcel 21 will need to be re-enclosed, as this area is utilized as a pasture for cows.

Cost-to-cure 350± LF of 3-strand barbed-wire fence on wood posts @ $1.95/LF = $682.50

Total: $690 (R) round UP to the nearest $10

REFERENCE: Marshall & Swift, Acme Fence Company
## ANALYSIS OF DAMAGES

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Direct Damages (Land and Land Improvements)</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Severance Damage</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Cost-to-Cure (if applicable)</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Rental Value of Temporary Easement</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Appraised Compensation</td>
<td>$*</td>
</tr>
</tbody>
</table>

*Rounding occurs in numbers 1-4 only. Do not round the final value.*

**Owner Given Opportunity to Accompany Appraiser:**
Provide the date and method of owner invitation (letter, phone call), a brief summary of contact and attach letter to report. If the owner accompanied the appraiser on inspection, document the date and identify the name of the owner or the owner's representative on the certification page.

**Effective Date of Valuation:** Click or tap to enter a date. **Date of Appraisal:** Click or tap to enter a date.

- Date valuation applies; usually date of inspection
- Date of appraisal completion, usually same date as certified signature date

**Appraiser:**

Appraiser Name, Appraiser Title

**Appraisal Check Sheet By:**
To be checked by someone other than the appraiser

**Date:** Click or tap to enter a date.
PROPERTY SKETCH
(Not to Scale)

- North Arrow
- Lot lines - if the lot is too large to include detail on the acquisition area, use a copy of the tax map and indicate which part of the property is included in the sketch. Then, make your sketch of the pertinent part of the lot.
- Highway boundary line
- Street name(s), both project ROW and cross streets, if necessary
- Arrows on each end of ROW indicating the nearest cross street or municipality (this information is usually included on the Acquisition map)
- Outline of the acquisition area - label each acquisition area with parcel number and type (Fee/PE/TE)
- Include and label any improvements affected by the acquisition
- Include improvements within the existing ROW
- Building location can be indicated by a square or rectangle. Building footprint on sketch does not have to be an exact replica of the structure.
- Add square foot/linear measurements where possible (frontage, acquisition parcel lines)

Include the following sentence at the bottom of the sketch, if applicable: Other building/site improvements are present, but omitted from the sketch due to their distance from the ROW and the acquisition area.

Reputed Owner:

Map(s): Parcel(s):

Total Map Area: Total square foot (or acre) area of each acquisition

Subject Property Area: Total square foot (or acre) area of the subject property

Subject Property Location: Address of the subject property
AERIAL VIEW

Insert an aerial photograph of the subject property with lot lines depicted.

TAX MAP

Insert tax map that highlights the subject property and includes applicable cross streets.
SUBJECT PHOTOGRAPHS

Two photographs per page.
Insert photographs that clearly show the acquisition area(s).
Include as many photographs as necessary to illustrate the acquisition area and its effect on the property.

Location: Where are you standing when this picture is taken? (side yard, back of house, station number on plan sheet)

View: Southwest/Northeast

Showing: You can be specific or general here. What is the intent of the photograph? (to show an improvement to be acquired, to show topography, trees, shading, screening, hedge row, septic/well) Reference the parcel number, if more than one exists.

Date: Date of inspection

Photograph Taken By:

--------------------------------------------------------------------------------------------------

Location:

View:

Showing:

Date:

Photograph Taken By:
OWNER INVITATION LETTER

Insert owner invitation letter or other documentation here.
SUBJECT DEED

Insert copy of Subject’s Deed here.
LOCATION MAP
(Subject and Sales)
Minimum of 3 Comparable Sales with completed data sheets should be included.

<table>
<thead>
<tr>
<th>COMPARABLE SALE: (Enter Identifying Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Property Type:</td>
</tr>
<tr>
<td>Latitude/Longitude:</td>
</tr>
<tr>
<td>Class Code:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sale Price: $</th>
<th>Unit Price: $</th>
<th>Unit Type: Per Square Foot/Lake Frontage/Front Footage/etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adjustments: $</td>
<td>Adjusted Sale Price: $</td>
<td>Adjusted Unit Price: $</td>
</tr>
</tbody>
</table>

Adjustments Explanation: (Demo costs, etc.)

<table>
<thead>
<tr>
<th>Interest Conveyed:</th>
<th>Financing:</th>
<th>Conditions of Sale: (arm's length, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale Date:</td>
<td>Deed Book/Page:</td>
<td>Date Deed Recorded:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenue Stamp: $</th>
<th>Tax Map Parcel No.:</th>
<th>Exposure Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantor:</td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Grantee:</td>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land Size: ± acres and/or ± ft²</th>
<th>Zoning:</th>
</tr>
</thead>
<tbody>
<tr>
<td>H&amp;B Use:</td>
<td>Use at Sale:</td>
</tr>
<tr>
<td>Flood Zone:</td>
<td>Easements:</td>
</tr>
</tbody>
</table>

AADT (Average Annual Daily Traffic Count): (Must be reported for commercial and industrial properties)

https://gis3.dot.ny.gov/html5viewer/?viewer=tdv

<table>
<thead>
<tr>
<th>Shape:</th>
<th>Topography:</th>
<th>Frontage:</th>
<th>Access:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Situated: (Inside, Corner, Etc.)</td>
<td>Utilities (Onsite/Offsite):</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Improvements:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Verification Source &amp; Relationship:</th>
<th>Verification Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Verification Contact Information:</th>
<th>Other Verification Sources:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Inspected By:</th>
<th>Inspection Date:</th>
</tr>
</thead>
</table>

Remarks & Analysis of Pertinent Information:
Sketch or Tax Map of Comparable Property

Photograph of Comparable Property

Photo Taken by:_________________________ Date Taken: ______________________
SUMMARY OF VALUATION

ALLOCATION OF BEFORE AND AFTER VALUES

<table>
<thead>
<tr>
<th></th>
<th>Before Value</th>
<th>After Value</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Land Improvements</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Buildings</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>*Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

ANALYSIS OF DAMAGES

<table>
<thead>
<tr>
<th></th>
<th>DIRECT DAMAGE</th>
<th>INDIRECT Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Land Improvements</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Buildings</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>*Other</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

* Set forth amounts for Cost to Cure, Trade Fixtures, or Salvage Value separately and label. Add rows as necessary.

COMPENSATION

<table>
<thead>
<tr>
<th></th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DIRECT DAMAGE + INDIRECT DAMAGE</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>TEMPORARY EASEMENT(S)</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>COST TO CURE</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>SALVAGE VALUE</strong></td>
<td>($)</td>
</tr>
<tr>
<td><strong>TOTAL COMPENSATION</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

SPECIAL NOTES: (identify any Third-Party Interests, Uneconomic Remainders, Etc.)
Compensable and Non-Compensable Guidelines

PROCEDURAL GUIDELINES

The first and most widely accepted rule when assessing consequential damages is that the damages are only compensable if there is an actual physical acquisition of property. In other words, there must be direct loss of property in order for consequential damages to the remainder to be considered.

When analyzing an acquisition, the appraiser must not only estimate the value of what is being taken, but must also identify and assess any reduction in value to the remaining lands and improvements resulting both from the acquisition of property as well as the impacts of the construction of the proposed project. The best and most comprehensive way to determine if damages to the remainder exist is to do a “before and after value appraisal” of the property. Even when this occurs, the reduced value should be analyzed to determine and identify what specific impacts are responsible for the value loss.

Generally, most damages resulting from the acquisition are compensable, but there are numerous impacts that can result from a project that may not be directly related to the acquisition or to the proposed public improvement. It is important, therefore, to fully understand the project and its impacts on both the general area as well as the properties that are being directly affected through acquisitions. As part of this review, the appraiser should be aware of the sovereign's authority under both Eminent Domain and Police Power. It has been often stated that Police Power is the Government's right to restrict a property right because it is necessary; while Eminent Domain is the Government's right to restrict a property right because it is useful.

Through Police Power, government can restrict various property rights without compensation. These powers are usually exercised to promote public health, safety and the general welfare of the public. Examples of Police Power include zoning regulations, health codes, traffic controls, building requirements, air and water pollution safeguards, etc. In summary, Police Power prohibits property owners from using their land for purposes that will injure or cause problems for the surrounding community.

Eminent Domain is a separate and distinct power of government which provides authority to appropriate (or condemn) private property for public purposes. This authority is reserved for those governmental agencies that must acquire privately-owned lands for needed public improvements. These agencies must comply with all legal requirements and must be specifically empowered to condemn or appropriate the real property. Both Federal and state laws require that when Eminent Domain is exercised, government is obligated to compensate all property owners for the full fair market value for lands (and improvements) that are acquired and to include compensable damages for the reduction in value of the remaining lands. The following guidelines are offered:

A. Compensable Damage. Compensable damage should include any diminution in value to remaining land which is legally attributable to the acquisition or the proposed public improvement. These may include:
1. Change in Highest and Best Use. If an acquisition results in the remaining property having a less valuable highest and best use than before, this is a compensable consequential damage. These damages can be attributable to loss of access, reduction of area, reduction in setback, change in the highway's elevation, and a host of other impacts that are directly related to the acquisition and the proposed public improvement.

2. Proximity and Relationship of the Highway to the Remaining Lands and/or Improvements. Even if the remaining property's highest and best use does not change, the appraiser should consider all damages caused by the acquisition and proposed construction as listed in Subsection 1 above.

3. Loss of Access. Denying an owner access to remaining lands should be considered as a consequential damage.

4. Change of Grade (Elevation of Highway). If the acquisition and construction of the public improvement results in the remaining property having more difficult, dangerous or even less attractive access, it should be considered as a consequential damage.

5. Other examples of consequential damages are as follows:
   a. Loss of shade trees which are located within the existing highway right-of-way (if there is an acquisition in the immediate area of the residence and the trees enhanced the remainder).
   b. Removal of fencing which is located within the existing highway (if it is necessary for the owner to re-enclose the property).

When assessing consequential damages, it is important to describe the rationale for including the damage, and the appraiser should also provide an estimate of the before value of the property (land and improvements) that is being affected by the acquisition. In addition, there are instances where the consequential damages can be resolved through a “cost to cure” procedure. In these cases, the cure and its costs should be adequately described. However, the cost to cure should never exceed the damage it is intended to cure.

B. Non-Compensable Damage. These damages may also result from the acquisition or the construction of the public improvement, but for the following reasons are not legally compensable:

1. Damage is not directly related to the acquisition but is common to all property owners in the area (e.g., modification of traffic flows or patterns, or temporary interruptions during construction).

2. Damage is caused by the enforcement of Police Power rather than the exercise of Eminent Domain. This is a sensitive area, and questionable items should be referred to the Main Office Appraisal Management Group.

3. Damage is speculative or conjectural in nature (e.g., increased probability of farm animals being injured or killed, potential drainage damage due to re-designed highway, etc.).

4. Damage which is generally not recoverable under common law - the doctrine of *damnum absque injuria* (i.e., loss, harm or injury without legal damage) (e.g., removal of building and/or land improvements that are located within the existing right-of-way).

5. Examples of non-compensable damages include:
   a. Loss of business, profits, or “good will”.
   b. Circuitousness of travel causing longer trips to reach the remaining property.
c. Damages related to creation of a cul-de-sac.
d. Loss of exposure.
e. Noise, dirt, dust or odors created or resulting from the project or the subsequent improvement.

[Note: Some courts have ruled that some of these items (especially noise) may be compensable.]
f. Diversion of traffic or modified traffic patterns resulting from the project.
g. Placement of the remaining property on a frontage road or a highway with less or more traffic.
h. Temporary loss of access during construction.
i. Modified access due to installation of medians or dividers.
j. Removal of encroachments which are within the existing highway right-of-way.
k. Damages resulting from the cancellation of improper use of existing right-of-way (e.g., using right of way to service gas sales or for parking).
l. Removal of tree(s) located within the existing right of way if there is no acquisition in the immediate area.
m. A reduction in the value of personal property which is caused by the real property's loss of utility.

Under New York State Laws, consequential damages must be paid for unless it can be demonstrated that the benefits being generated by the proposed public improvement exceed the damages. This means that the appraised compensation must always include the value of the direct acquisition, but that consequential damages can be offset by both the general and special benefits that will occur as a result of the acquisition and proposed project. For the purpose of this Instruction, general benefits are those increments in value that will occur for all properties in the project area, and special benefits are those that occur to only the property being appraised.
Attachment 18: Guidelines for Rounding

1. Rounding should be reasonable, within the range of the significant figures and upward, generally. Exceptions are pointed out where applicable herein.

2. Special conditions to be noted for recommendation of Just Compensation in Partial Acquisition appraisals are:
   a. Final value determinations must always be upward.
   b. The Uniform Act and Federal Regulations on appraisal encourage upward rounding.
   c. Always round upward when reconciling the Before value in an appraisal of partial acquisition.
   d. When upward rounding is applied in the final value conclusion of the After Valuation of a partial acquisition appraisal, and the rounding is not within the lowest significant figures, it can have the unintended effect of reducing Just Compensation. It is important to be mindful of how the final “Before” and conversely the “After” values are rounded to avoid this impact.

3. Rounding should be done within a reasonable magnitude of the significant figures. General guidelines based on observed significant figure magnitudes in the market data are as follows:
   a. $100s, round value determinations to $10s
   b. $1000s, rounding to $100s or $10s are both reasonable
   c. $10,000, rounding either to $100s or $1000s may be reasonable
   d. $100,000, rounding either to $100s or $1000s
   e. $1,000,000, round to $1000s or $10,000s, again depending on what is reasonable.

4. Illustrative Examples within sub-sections and/or individual approaches to value:
   a. Square foot unit values calculated during sales analysis indicate $145.70, $142.22, $119.79, and $146.22. It would be reasonable to round these values within the grid to $146, $142, $120, and $146. It would be inappropriate to round $145.70 to $150, as the significant figure is determined by the market, which communicates the price per square foot to the $1.00.
   b. Valuing Site Improvements: 55 feet of fencing based on $112.47/linear foot results in $6,185.85. Rounding to either $6,186, or $6200 would be appropriate - the first if it were one of several improvements you are accounting for, while the second choice would apply if it were the only site improvement being considered.
   c. When reconciling final value estimates a figure of $258,399 would be considered appropriately rounded to $258,500, whereas $258,799 would be appropriate either at $258,800 or $259,000.

5. When reconciling the individual approaches to value (Sales Comparison, Income, and/or Cost Approaches) it is acceptable to round individual value estimates. These should be done within reasonable significant figures represented by the data analyzed.

6. Care must be taken to use sound and reasonable judgment where values increase in magnitude. This will avoid final estimates of Just Compensation from being either unreasonably inflated or diminished.

7. Avoid compound rounding, especially where it disadvantages the property owner by lowering value. Where there are multiple elements of compensation comprising the total estimated damages, it is best to minimize rounding of those separate figures until they are tallied. Then reasonable rounding can be applied to the final estimation of damages.
CERTIFICATE OF APPRAISER

I hereby certify:

That on __________, I personally made a field inspection of the property herein appraised, and that I have afforded __________ property owner/designated representative, the opportunity to accompany me at the time of inspection. (If inspection accompaniment is not made, state reason) __________. I have also, on __________, personally made a field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief the statements contained in the appraisal herein above set forth are true, and the information upon which the opinions expressed herein are based is correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions. I am in agreement with all statements provided in this report.

That I understand that such appraisal may be used in connection with the acquisition of right of way for a transportation project to be constructed by the State of New York with the assistance of Federal-aid highway funds or other Federal Funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of the State of New York.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised, and no personal interest with respect to the parties involved.

That I, in determining the compensation for the property, have disregarded any decrease or increase in the fair market value of the real property that occurred prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the New York State Department of Transportation or officials of the Federal Highway Administration, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as Federal regulation 49 CFR Part 24.
I disclose that:

☐ I have not provided any services regarding the subject property within the three-year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity. If this is not checked then the appraiser must provide an explanation and clearly and conspicuously disclose whatever services have been provided for this property in the past three years.

☐ No one provided significant real property appraisal assistance to the person signing this certification. (When any portion of the work involves significant real property appraisal assistance, the appraiser must describe the extent of that assistance. The signing appraiser must also state the name(s) of those providing the significant real property appraisal assistance in the certification, in accordance with Standards Rule 2-3.)

That my opinion of the fair market value of the property being acquired, including temporaries, as of Click or tap to enter a date. is $______ based upon my independent appraisal and the exercise of my professional judgement.

Click or tap to enter a date.   ____________________________
Date Signed   Signature

________
Typed Name

________
Title

________
Certification/License Number (if applicable)

(Note: Other statements required by the regulations of an appraisal organization of which the appraiser is a member or by circumstances connected with the appraisal assignment or the preparation of the appraisal may be inserted where appropriate.)
Attachment 20: Office of Right of Way – Full, Before & After and Value Finder Appraisal Report Format

I. PURPOSE

The Appraisal Report Format, consisting of Section 1 thru Section 19, has been developed for the preparation of appraisals for the New York State Department of Transportation. There are three general types of appraisals as follows:

A. **The Full Appraisal** -- Used in full takings when compensation exceeds $50,000 and there is no severance damage. Nothing further is required beyond an appraisal of the whole property with separation of interests where required and analysis of damages.

B. **The Before and After Appraisal** -- This type of appraisal is used in cases of a partial acquisition and when compensation exceeds $50,000. This report format can also be used for damages under $50,000 for complex appraisals and at the discretion of the appraisal manager.

C. **Value Finding Appraisal** -- The Value Finding Appraisal Format can be used to evaluate real property acquisitions which are uncomplicated in nature, and when the total damages are expected to be less than $50,000. Permission to use this format for acquisitions with values above $50,000 can be requested in writing from the Main Office Review Appraiser.

These formats may be modified and/or embellished to accommodate the appraiser's preference of computer software, but the basic layout and data requirements **MUST** be preserved.

In a great many cases, extensive and cumbersome before appraisals can be avoided. Regardless of the format used, it is expected that the scope of the property to be appraised in both the before and after situation will fit the appraisal problem at hand.

Say, for example, you are dealing with a small taking from a farm property, after conducting the property inspection and completing the comparable sales research, you determine that no damages exist to either the buildings or any portions of cultivated lands. Consequently, these items would **not** be included or appraised in the *before* situation. However, the necessary qualifying statements must be made within the body of the appraisal. Owing to the less complex nature of a good percentage of our appropriations, this concept should be widely applied.

II. PREPARATION

The required minimum elements of the individual type of appraisal are given in the paragraphs that follow.

A. FULL APPRAISAL
The full appraisal utilizes Sections 1 to 18, ROW A 1-15 and sales data sheet.

1. **THE TITLE PAGE – SECTION 1**
   This page is primarily designed to be an attractive cover sheet. Additionally, it serves two auxiliary purposes. 1) Incorporating the appraised compensation for display. 2) Summarizing the data needed in the Main Office of the Office of Right of Way for incorporation in the Real Property Declaration. A picture of the property should be included either on the cover page or within the first few pages of the appraisal. The headings are self-explanatory. However, it must be emphasized that each map, and more particularly each parcel covered by the appraisal, must be specified on the title page. It is assumed the parcel is a fee with access unless otherwise noted after the parcel number, e.g., PE, TE, Fee without access.

2. **TRANSMITTAL LETTER – SECTION 2**
   A letter of transmittal means any type of written letter, memorandum, or statement that serves as a notice of delivery from the appraiser to a second party of a report containing an opinion or conclusion concerning real estate. The letter of transmittal need not contain a statement of the value or other opinion(s) as set forth in the body of the report. If it does, however, the appraiser must try to ensure that the letter remains attached to the remainder of the report. If the letter of transmittal contains the appraiser’s conclusion(s) and becomes detached from the body of the appraisal report, the letter could be used or construed as an appraisal report in itself. The reader of the letter could be misled or confused since the letter in itself will not typically meet the reporting requirements of USPAP.

3. **TABLE OF CONTENTS – SECTION 3**
   The Table of Contents in a document acts as a map for the reader, making it easier for them to find information in the document based on title and page number. A good Table of Contents should be organized, easy to read and simple to use. The table of contents should be linkable to each section of the report.

4. **CERTIFICATE OF APPRAISER – SECTION 4**
   This form (Attachment 19) must appear in all Full Appraisals and/or Before & After Appraisals. The appraiser fills in the names, map and project information, the date of appraisal, the appraised compensation and executes the certificate. This form is not intended for use with the Value Finding Appraisal.

5. **SUMMARY OF SALIENT FACTS – SECTION 5**
   This section very briefly summarizes certain data about both the property appraised and the appraisal itself. It should supply the person reading or reviewing the appraisal with a digest and summary of the important “highlights” of the appraisal which is to follow. At a minimum, this form should include:
   1) Type of Property
   2) Total Property Area
While most of the required information is self-explanatory, the importance of properly and fully including information relating to the occupancy and lease data must be emphasized. This information, inserted at this particular point, alerts the appraiser, the reviewer, the negotiator, and others to the possibility that leasehold interests may exist in the property which are to be considered and separately evaluated later in the appraisal report.

6. SECTION 6
   a. AREA AND NEIGHBORHOOD ANALYSIS, ECONOMIC TRENDS, AND ZONING REGULATIONS

   Normally the area and neighborhood analysis of the subject property, together with an economic trends analysis, is included in a separate brochure or appraisal supplement. If no brochure is produced, this material is to be supplied individually for the appraisal and included after the Summary of Salient Facts. No form is designed for this data.

7. SECTION 7
   a. APPRAISAL PROBLEM/SCOPE OF WORK

   This section of the appraisal is common to both Full and Before and After appraisals. However, there are variations in the statement peculiar to each type of appraisal. These variations are as follows:

   1. Full Appraisal - A statement of the type of property involved, such as a one-family residential, single-story commercial, dairy farm, etc. The appraiser must then discuss the methods and techniques he will use to solve the valuation problem. Normally all three approaches to value will be considered in the appraisal. If a particular approach is not used, however, the appraiser shall state in the appraisal the reason why it is not applicable in the instant case. In the case of a partial taking, the appraiser should extend the description of the basic problem as outlined to include the
reasons why severance damages do not exist, which makes this format appropriate.

2. Before and After Appraisal - The appraiser includes a discussion as outlined in (1) above, but further discusses these points in relation to the after situation, with an explanation that appraised compensation will be predicated on the differences in value. There should also be discussion of anticipated potential severance damage and how such damage will be analyzed.

“Identifying the problem to be solved is required in order to make critical judgments in determining the appropriate scope of work. Therefore, the assignment elements necessary for problem identification in an appraisal assignment also serve as reference points in determining whether the scope of work performed was appropriate to provide credible assignment results.

USPAP recognizes that the appropriate scope of work may differ significantly for different assignments; the SCOPE OF WORK RULE provides flexibility in determining the scope of work. The competency necessary to determine an appropriate scope of work within the allowed flexibility resides with the appraiser. Therefore, while it is common and reasonable for the client to provide input to the appraiser regarding a desired scope of work, the responsibility for determining the appropriate scope of work resides with the appraiser.”

b. PROPERTY INSPECTION AND CONTACTS

The primary reason for this section is to provide documentation of the dates the property was inspected, persons contacted and other related information. The Uniform Act requires the property owner or their representative to accompany the appraiser on inspection of the property, if they so desire. A copy of the letter offering the property owner an opportunity to accompany the appraiser during the inspection must be included in the addenda.

c. ASSESSED VALUATION, TAXES AND ZONING

Of special note is the requirement that the tax rate indicated should be the sum of all the real property rates which apply such as county, town and school rates. The appraiser must briefly describe the specifics of the zoning such as "single family residential, 1/4 acre, minimum 80 foot frontage," etc. A mere recitation of the particular zoning classification, such as "2-C" is meaningless because of the varying nomenclatures used in the various jurisdictions. If the zoning situation is complicated, it should be developed on a separate sheet added to the addenda. In this case, the appraiser would make a simple summary of the zoning at this point, with a further reference to the addendum for complete details and findings.
d. FIVE YEAR SALES HISTORY OF PROPERTY

If there have been no sales of the subject property within the preceding five years, the appraiser will merely so state this fact. If there have been any sales during this period, enter the pertinent information. Anything that casts doubt upon the validity of a transaction should be noted. Sale of a subject over five years should be included if deemed significant.

8. GENERAL ASSUMPTIONS AND LIMITING CONDITIONS – SECTON 8

This Section should be used in both the Full and Before and After appraisals. It provides the basic "boiler plate" general assumptions and limiting conditions. Additional limiting conditions may be inserted as necessary.

9. DESCRIPTION OF PROPERTY – SECTION 9

The heading of the form should be appropriately extended to show "Before" or "After" as applicable.
The description which follows is to be a concise narrative description of the entire property. The appraiser shall include information indicating the available public utilities and the nature of the sidewalks and streets. If any of the utilities are privately owned, such as a well or septic system, they should be mentioned in the narrative.

10. HIGHEST AND BEST USE – SECTION 10

The analysis in this section is central in the appraisal process. The appraiser is expected to fully develop the reasons for his selection of highest and best use. If the highest and best use is other than existing use, a full development of the reasons must be set forth.

11. APPRAISED VALUE OF LAND – SECTION 11

The heading on this section should be altered to appropriately designate either the "before" or "after" valuation.

For quick comprehension of the comparables used, a grid format is placed on this page. The appraiser has flexibility of selecting pertinent comparison items such as, price, location, area, shape, topography, zoning, utilities, etc. Adjustment factors vary depending upon the particular appraisal problem. This section may be adjusted/expanded to suit the needs of the appraisal problem.

The basic format should vertical columns. The first vertical column should be entitled "SUBJECT" and is to be used for a listing of the pertinent factors which are the primary points of comparison with the comparable sales analyzed. Thus, appropriate dimensions of same would be inserted in the "subject" column.

The additional vertical columns are meant to show the specific adjustments made to the individual sales referenced by number at the top of the column. The adjustments area of
the grid should provide for two lines of information; one to be used for the specific data of
the comparable sale which is the point of comparison, and the other line to show the
adjustment in dollar amounts or percentages with plus or minus. Thus, an adjustment for
lot size might be set forth as:

\[ 80 \times 100 = 8,000 \text{ sq. ft.} \]
\[ + \$400 \]

In addition to the grid delineation, there must be a written explanation of each adjustment
following the grid. If more than three sales are necessary to properly develop a value,
additional columns should be inserted.

Included in the narrative explanation of adjustments should be a range of adjusted value
and a brief reconciliation to the figure selected as the indicated value.

12. APPRAISED VALUE OF LAND IMPROVEMENTS – SECTION 12
   This section is used to provide a detailed listing of specific land improvements. The
   individual improvements should be listed, the number of such improvements or the area,
   the unit cost, the replacement cost and finally the enhancement value. Enhancement value
   reflects the appraiser’s judgment of the contribution to total value made by the item or
   items.

13. DETAILED DESCRIPTION OF BUILDING IMPROVEMENTS – SECTION 13
   
   This section should be used to give a permanent record of construction details and
   condition of the component parts of major buildings. Detail as to type and condition of the
   components are briefly stated. This section serves as the only detailed description of
   building improvements.

   The appraiser shall provide a general description of the overall condition of the main
   structure and notations on features which might contribute to functional, economic, or
   physical depreciation.

   If applicable, at the end of this section, the appraiser shall include a description of small
   auxiliary building improvements such as garages or sheds.

   If there is more than one major building improvement, all should be included.

   A separate sketch showing building dimensions should be included in the appraisal
   addenda. A floor plan must be shown if a building is taken.

14. COST APPROACH ESTIMATE – SECTION 14
When developed, this section is used to determine the particular valuation for each major building improvement. This section is not keyed to any one particular cost estimating service but may be adapted to any acceptable reference.

The cost approach is based on the understanding that market participants relate value to cost. In the cost approach, the value of a property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation in the structures from all causes. Entrepreneurial profit and/or incentive may be included in the value indication. The current cost to construct the improvements can be obtained from cost estimators, cost manuals, builders and contractors. Depreciation is of three different types (physical deterioration, functional obsolescence and external obsolescence) and is measured through market research and the application of specific procedures. Land value is estimated separately in the cost approach. This approach is particularly useful in valuing new or nearly new improvements and properties that are not frequently exchanged in the market.

Cost approach techniques can also be employed to derive information needed in the sales comparison and income capitalization approaches to value, such as an adjustment for the cost to cure items.

15. COST APPROACH TO VALUE – SECTION 15

With the addition of the word "Before" or "After" to the title, this section provides both for the summary of the cost approach to value, and for the explanation of the depreciation adopted. Each structure or improvement should be separately referred to and the explanation of depreciation for each structure or improvement set forth in a logical reasoned manner.

16. INCOME APPROACH TO VALUE – SECTION 16

This section to develop the income approach in the majority of cases where an economic approach would be used. It should be keyed to the "building residual" technique, which would be applicable to and utilized in the majority of such appraisals. If another technique is deemed more appropriate, a modified version may be substituted.

Rental data should be analyzed and adjusted in a grid similar to the sales comparison grid. Any comparable sales data so used for this purpose are to be referenced at this point, but full explanation and analysis thereof is to be included on additional pages or in the addenda.

As with the economic rent, support material for the interest rate selected and appropriate analysis must be included either in the body or in the addenda, but the particular method used and the calculations leading to the rate selection would be shown in the body of this
section. This section is used for the summary of the reconstructed expense estimates. The justification for the individual allocations of expenses and reserves must be included.

17. PROPERTY VALUE BY THE SALES COMPARISON APPROACH – SECTION 17

The heading of this section should be appropriately extended to show "Before" or "After" as applicable.

With the exception of the supporting market data, the entire sales comparison approach is shown in this section. The grid at the top is completed in a manner similar to the criteria set forth for the Cost Approach Land Valuation in Section 11. There may, however, be more points of comparison, depending on the individual property being appraised.

Below the grid, the support for each of the adjustments must be fully explained in narrative fashion, including appropriate calculations. In addition, a brief reconciliation statement should be made explaining the final figure selected and shown on the bottom of the page as the indicated value of the subject. Individual data sheets for all sales used are to be included in the addenda.

18. RECONCILIATION AND FINAL ESTIMATE OF VALUE – SECTION 18

This section is used for reconciliation of the various approaches to a final estimate of value. It is significant that the courts in New York have generally ruled the "fair market value" is the basis of measuring damages. Except in the case of a special purpose property, the cost approach is generally used only to reinforce other approaches. For business or investment properties, the income approach may well be as important as the sales comparison approach.

If there are separate interests entitled to portions of the compensation, they may be separated at the bottom of the sheet after the final estimate of value.

If the entire property is taken, the appraisal is completed at this stage and needs only the required addenda.

B. BEFORE AND AFTER APPRAISAL

The before and after appraisal utilizes Section 1 thru 18. In all cases of a partial taking where severance damages exist and total compensation exceeds $50,000, a full "before and after" appraisal is required. Essentially the appraiser is to make a complete appraisal of the property as it exists before the appropriation and then a second complete appraisal as the property will exist after the appropriation with the improvement presumed built. The difference between the "before" and "after" value will represent compensable damages except where non-compensable damages must be deducted or where benefits must be offset against severance damages.
The "before" section of the appraisal is basically identical to the full appraisal except that in the discussion of the APPRAISAL PROBLEM, analysis must be made of the "after" situation, with an explanation that appraised compensation will be predicated on the differences in value.

The before and after appraisal calculates damages through the process of making a full appraisal of the remainder property and subtracting this amount from the valuation of the entire property before appropriation. Additional forms are utilized as follows:

1. **VALUATION OF REMAINDER PROPERTY – SECTION 19**
   This section appears only in the "before and after" appraisal. The section contains four headings as follows:
   a. **DESCRIPTION OF APPROPRIATION AND RIGHTS TAKEN**

   As the heading indicates, the appraiser is to give a full description of the physical taking and an explanation of the property rights taken. The approach to be utilized here is not a verbatim recitation of the metes and bounds description copied from the appropriation map, or a similar type of purely engineering oriented language keyed to specific courses and distances, but rather a narrative description of what is being taken from the total property in composite and easily understood form.

   b. **DESCRIPTION OF REMAINDER PROPERTY**

   The description in this section should be based on a study of plans and cross sections with the remainder property described as it will appear when the construction is completed.

   c. **HIGHEST AND BEST USE**

   This section may be very brief where there is no change of highest and best use.

   If the appraiser has concluded that the highest and best use will change after the taking, the reasoning must be fully explained. Under the latter circumstances, the appraiser is likewise obligated to analyze and fully develop the highest and best use study to be fully reflective of all alternative uses.

   d. **EFFECT OF TAKING ON REMAINDER PROPERTY**

   The thought process developed in this section is of paramount importance in any before and after appraisal, and requires a conclusion reached through the highest degree of professional expertise and judgment. It is incumbent upon the appraiser to explain the source and cause of the damages by analysis of the construction features affecting the value of the remainder. Significant construction feature(s) should be identified.
2. **Section 11.** This section with the word "after" is utilized for land valuation.

3. **Section 15.** The base valuations of improvements are incorporated from the "before" appraisal by reference, but this section is utilized to summarize the remaining improvements and to adjust the depreciation if it has been affected by the appropriation.

4. **Section 16.** This section is used where an income property remains and is utilized to arrive at an indicated value predicated on the estimated income to the property remaining “after” the appropriation.

5. **Section 17.** This section is used with "after" added in the title is utilized for the sales comparison approach in the "after" situation.

6. **Section 18.** This section with "after" added to the title is used for a reconciliation and final estimate of value.

7. **FORM ROW A 1-15.** This form is designed for all partial takings. **It follows section 19 of the “after” approach to value.**

   At the top of the form the VALUE(s) before, the VALUE(s) after and the DIFFERENCE(s) are shown for the components of the property.

   In the middle of the form, the differences are broken down into direct and indirect (severance) damages with a total for the compensable damages due to the permanent taking (as opposed to the Temporary Easement rental value which follows).

   Finally, a list of items being compensated for should be included. This would include a calculation of compensation for direct and indirect damages, Temporary Easements, Cost to Cure and Salvage Value. A “ZERO” should be inserted for any items not applicable. Additional rows can be added if necessary.

8. **Sales Data Sheet.** The form is designed to describe the sales utilized and is included in the addenda of all three types of appraisals or is available in a brochure.

9. **ADDENDA**

   In both the Full appraisal and Before and After appraisal, the following addenda must be included in the individual appraisal report. The minimum acceptable components consist of the following items:

   a. A map or sketch of the entire property. No form is utilized for this because of the differences in properties.
      1. All major dimensions, buildings, and areas. A floor plan **must be shown** if a building is taken.
      2. An outline of all major improvements accurately located.
      3. A delineation of all taking lines and areas taken, clearly shown as such.
      4. Accurate setback distances of improvements where setback is important in assessing damages
      5. An arrow indicating North.
      6. Access points identified.
7. Major highways and streets labeled.
8. A delineation of parking spaces.
9. Where known, as affected, the location of wells and septic systems.

b. A map showing the location of all comparables utilized in relation to the subject.
c. Photographs of both sales and the subject property identified either on the photograph or on the page to which affixed with sufficient detail to ascertain what the photograph represents.

Photographs of both sales and the subject property must include all principal above ground improvements or unusual features affecting the value of the property, whether interior or exterior. Photographs of the subject property should include all areas taken or damaged. While sales generally require only one photograph, additional pictures should be included if warranted.

d. An individual sales data sheet for each sale utilized in the appraisal. In addition to normal property descriptions, sales data sheets must include information pertaining to analysis of severance damage, such as setbacks, parking or other pertinent factors.
e. Information on comparable rentals when the income approach is utilized in the body of the appraisal.
f. Data used as the basis of interest selection when the income approach is utilized.
g. A copy of the Appropriation Map
h. A copy of the Deed for the Subject Property.
i. The qualifications of the appraiser, if not included in the sales brochure.
j. Any other pertinent auxiliary information.

C. VALUE FINDING APPRAISAL

The Value Finding Appraisal utilizes form **ROW 451 (Attachment 15)**.

The Value Finder Appraisal Report format is used for uncomplicated acquisitions of low value, where damages are easily explained and supported. The appraised compensation of this format shall not exceed $50,000.

**If the appraised compensation exceeds $25,000, a market grid with explanation of adjustments is required in the report. Compensation of $25,000 or less does not require a market grid or explanation of adjustments.**

**NOTE:** Main Office Review Appraisers are authorized to increase the $50,000 limit if values are easily developed and well supported, there are no structures being acquired, and there is no severance damage to the remainder. Such authorizations are to be provided in writing.
It is understood that this appraisal report will not be distributed to 3rd parties and will be used only to appraise the value of real estate needed for planned highway improvements. This appraisal format is not intended for Court or other litigation purposes.

The shell of the Value Finder Appraisal Report can be found in the RFP as Attachment 15. Explanations of specific sections of the report are noted in red.

Pages 1 and 2 of the Value Finder Appraisal Report require information that is unknown until the appraisal is completed. Therefore, pages 1 and 2 should be completed last.
# Attachment 21: Comparable Sale Data Sheet and Analysis

<table>
<thead>
<tr>
<th>COMPARABLE SALE: (Enter Identifying Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Property Type:</td>
</tr>
<tr>
<td>Latitude/Longitude:</td>
</tr>
<tr>
<td>Class Code:</td>
</tr>
<tr>
<td>Sale Price: $</td>
</tr>
<tr>
<td>Unit Price: $</td>
</tr>
<tr>
<td>Unit Type: Per Square Foot/Lake Frontage/Front Footage/etc.</td>
</tr>
<tr>
<td>Adjustments: $</td>
</tr>
<tr>
<td>Adjusted Sale Price: $</td>
</tr>
<tr>
<td>Adjusted Unit Price: $</td>
</tr>
<tr>
<td>Adjustments Explanation: (Demo costs, etc.)</td>
</tr>
<tr>
<td>Interest Conveyed:</td>
</tr>
<tr>
<td>Financing:</td>
</tr>
<tr>
<td>Conditions of Sale: (arm’s length, etc.)</td>
</tr>
<tr>
<td>Sale Date:</td>
</tr>
<tr>
<td>Deed Book/Page:</td>
</tr>
<tr>
<td>Date Deed Recorded:</td>
</tr>
<tr>
<td>Revenue Stamp: $</td>
</tr>
<tr>
<td>Tax Map Parcel No.:</td>
</tr>
<tr>
<td>Exposure Time:</td>
</tr>
<tr>
<td>Grantor:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Grantee:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Land Size: ± acres and/or ± ft²</td>
</tr>
<tr>
<td>Zoning:</td>
</tr>
<tr>
<td>H&amp;B Use:</td>
</tr>
<tr>
<td>Use at Sale:</td>
</tr>
<tr>
<td>Flood Zone:</td>
</tr>
<tr>
<td>Easements:</td>
</tr>
<tr>
<td>AADT (Average Annual Daily Traffic Count): (Must be reported for commercial and industrial properties)</td>
</tr>
<tr>
<td><a href="https://gis3.dot.ny.gov/html5viewer/?viewer=tdv">https://gis3.dot.ny.gov/html5viewer/?viewer=tdv</a></td>
</tr>
<tr>
<td>Shape:</td>
</tr>
<tr>
<td>Topography:</td>
</tr>
<tr>
<td>Frontage:</td>
</tr>
<tr>
<td>Access:</td>
</tr>
<tr>
<td>Situated: (Inside, Corner, Etc.)</td>
</tr>
<tr>
<td>Utilities (Onsite/Offsite):</td>
</tr>
<tr>
<td>Improvements:</td>
</tr>
<tr>
<td>Verification Source &amp; Relationship:</td>
</tr>
<tr>
<td>Verification Date:</td>
</tr>
<tr>
<td>Verification Contact Information:</td>
</tr>
<tr>
<td>Other Verification Sources:</td>
</tr>
<tr>
<td>Inspected By:</td>
</tr>
<tr>
<td>Inspection Date:</td>
</tr>
</tbody>
</table>
Sketch or Tax Map of Comparable Property

Photograph of Comparable Property

Photo Taken by: ________________________ Date Taken: ________________
Attachment 22: NYS Department of Transportation Regional Map

NYSDOT Regions

**Region 1**
50 Wolf Road
Albany, NY 12232
(518) 457-9783

**Region 2**
Utica State Office Bldg
207 Genesee Street
Utica, NY 13501
(315) 793-2412

**Region 3**
Senator John H. Hughes State Office Building
333 East Washington St.
Syracuse, NY 13202
(315) 448-7315

**Region 4**
1530 Jefferson Road
Rochester, NY 14623-3101
Information Desk
(585) 272-3430

**Region 5**
100 Seneca Street
Buffalo, NY 14203
(716) 847-3165

**Region 6**
107 Broadway
Hornell, NY 14843
(607) 324-8493

**Region 7**
Dulles State Office Bldg
317 Washington Street
Watertown, NY 13601
(315) 782-2407

**Region 8**
E. Roosevelt State Office Bldg.
4 Burnett Boulevard
Poughkeepsie, NY 12603-2594
(845) 437-3390

**Region 9**
New York State Off. Bldg
44 Hawley Street
Binghamton, NY 13901
(607) 721-8050

**Region 10**
New York State Off. Bldg
250 Veterans Mem. Hwy
Hauppauge, NY 11788
(516) 952-6090

**Region 11**
 Hunters Point Plaza
  47-40 21st St
  Long Island City, NY 11101
(718) 482-4767
Receive Desk
(718) 482-4594