



**SCOPE OF SERVICE  
PREPARATION of APPRAISALS &  
RIGHT-OF-WAY/EASEMENTS ACQUISITION  
Exhibit A / December 7, 2018**

**1. PROJECT IDENTIFICATION:**

**HAM-CR457-12.68; PID 105763**  
Harrison Avenue Improvements  
Green Township

**2. PROJECT INFORMATION:**

Green Township proposes to reconstruct and widen the existing narrow lanes on Harrison Avenue between Wesselman Road and Harrison Green to 12 feet and add sidewalks where needed. A center turn lane will be added between Wesselman Road and N. Arbor Woods Court and between Filview Circle (east) and the existing entrance to the Harrison Greene Shopping Center. The project will also include construction of a shared use path on Filview Circle from Hutchinson Road to Clearwater Place, and from 6011 Harrison Avenue to Wesselman Road. The project also includes roadway reconstruction to stabilize the roadway near the Kroger shopping center and storm-drainage improvements throughout. ***The Firm and or Consultant(s) shall be responsible for all Appraisals and Acquisition of Right-of-Way and Easements, work and/or reports, and closings, associated with the project, for and including up to seven (7 - WD) permanent right of way acquisitions, and/or up to forty-five (45 - T) temporary construction easements, and two (2 - S) permanent sewer easement as required and directed. All work under the agreement shall conform to the applicable provisions of the ODOT Right-of-Way appraisal and acquisition policies.*** The work to be performed under this project element is further defined in this Scope of Service.

**3. AGREEMENT BETWEEN CONSULTANT AND:**

Green Township & Hamilton County Engineer

**ADDITIONAL PARTIES INVOLVED IN PROJECT:**

Ohio Department of Transportation (ODOT)

**4. METHOD OF FINANCING:**

Funds for the Consultant's fees will be a combination of Green Township and/or Hamilton County and State of Ohio funds through OKI. Funds for the purchase of the right-of-way and easements will be a combination of Green Township and/or State of Ohio funds through OKI.

**5. WORK INCLUDED IN AGREEMENT:**

See additional information.

**6. DESIGN OF IMPROVEMENTS:**

The construction plans were prepared by JMA Engineers; the right-of-way plans and descriptions were prepared by JMA Engineers and all were reviewed and approved by ODOT.

**7. PUBLIC HEARINGS/INFORMATIONAL MEETINGS:**

The Engineer will schedule an Establishment Hearing, a public hearing, before the Board of County Commissioners and the Engineer will notify the abutting property owners of this meeting in accordance with the applicable sections of the Ohio Revised Code (ORC). The Consultant should attend this Establishment Hearing to ascertain the owner(s) reaction to the project.

**8. ADDITIONAL INFORMATION:**

- a) As may be applicable in the "Task Division" sheets and the "Scope Definitions", any reference to the Ohio Department of Transportation (ODOT), the District and/or the Region shall mean or shall also mean Hamilton County and/or the Hamilton County Engineer.

- b) **ALL** work to be completed under this AGREEMENT **MUST** be in accordance with and in full compliance with all applicable State and Federal regulations regarding the acquisition of right-of-way.
- c) As may be applicable, **ALL** employees used on the project **MUST** be pre-qualified by ODOT to perform their respective work on the project.
- d) The Consultant will be responsible for all aspects of the right-of-way/easement acquisition, including the preparation of the title searches and reports, the preparation of the conveyance instruments, the preparation of the appraisals, the negotiations with the property owners and the proper recording of all legal documents, including the payment of all recording fees. The County will hire another firm to complete the appraisal review process.
- e) The Consultant shall use the normal forms required by ODOT for the acquisition of right-of-way/easements.
- f) Prior to utilizing the ODOT forms, the Consultant **MUST** submit a sample form to the Engineer for review and approval.
- g) If an impasse in the negotiations is encountered, the Engineer will be responsible for acquiring the necessary property through the appropriation process. When the Consultant determines that negotiations with the property owner(s) have reached an impasse, the Consultant shall notify the Engineer of the impasse and submit to the Engineer a copy of all documents relating to the negotiations. As may become necessary during the appropriation case, the Consultant will also be required to testify pertaining to the negotiations conducted by the Consultant.
- h) The Engineer will be scheduling an Establishment Hearing before the Board of County Commissioners by **April, 2019**. The ODOT Ellis schedule anticipates that right-of-way acquisition authorization was scheduled in **December, 2019**; certification to ODOT that right-of-way is cleared is to be submitted in **February, 2020**.
- i) In order to allow for utility relocation/modification and to meet the schedule for the Engineer's certification of the right-of-way to ODOT, **ALL** right-of-way/easements **MUST** either be acquired or the Engineer notified of the negotiation impasse by **January 31, 2020**.

9. The Agreement will be a **LUMP SUM AGREEMENT** based on a per parcel/task price basis.

**10. Required Consultant Insurance:**

Consultant Insurance Provisions:

It shall be the responsibility of the Consultant to insure the protection of all life and/or property. It shall be the responsibility of the Consultant to protect itself; its employees and/or its agents; the employees and/or agents of any and all sub-consultants; and the County, its officers, employees and/or agents, from any and all liability claims that may arise from operations carried out in the performance of the services involved in the project. During the term of the Agreement, the Consultant will provide, pay for and maintain in full force and effect the insurance outlined here for coverage at not less than the prescribed minimum limits of liability covering the Consultant's activities.

Certificate of Insurance:

The Consultant shall provide the County with certificates of insurance, completed by a duly authorized representative, evidencing that at least the minimum coverage and limits herein required are in effect.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. The Consultant shall provide notice to the County's **representatives named below** at any time Consultant becomes aware of any cancellation or material change in the above insurance policies.

**Green Township Board of Trustees  
6303 Harrison Avenue  
Cincinnati, OH 45247**

**Hamilton County Engineer  
Room 700, County Administration Building  
138 East Court Street  
Cincinnati, OH 45202**

The Consultant shall maintain all required coverage without interruption during the entire term of the Agreement.

Failure of the County to demand such a certificate or other evidence of full compliance with these requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Consultant's obligation to maintain such insurance.

The acceptance of delivery by the County of any certificate of insurance evidencing the required coverage and limits does not constitute approval by the County or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

The certificates of insurance shall be submitted by the Consultant to the Engineer in conjunction with the original documents of the Agreement that have been signed by the Consultant. The further processing of the Agreement by the County will be dependent upon the Consultant submitting and the County approving the necessary certificates of insurance.

If the Consultant fails to maintain the insurance as set forth here, the County will have the right, but not the obligation, to, at the County's option, either purchase said insurance at the Consultant's expense or terminate the Agreement.

**Insurer Qualifications:**

All insurance must be provided through companies authorized to do business in the State of Ohio and rated at least A-VII by the A. M. Best Company.

**Insurance Primary:**

All coverage required of the Consultant will be primary over any insurance or self-insurance program carried by the County, but only to the extent caused wholly or in part by the Consultant's negligent acts, errors or omissions.

**No Reduction or Limit of Obligation:**

By requiring insurance, the County does not represent that the coverage and limits will necessarily be adequate to protect the Consultant. Insurance effected or procured by the Consultant will not reduce or limit the Consultant's contractual obligation to indemnify and defend the County for claims or suits that result from or are connected with the performance of the services involved in the project.

**Insured & Additional Insured:**

The general liability and automobile policy or policies shall endorse "The Hamilton County Board of County Commissioners, Hamilton County and the Hamilton County Engineer, their officers, employees and agents" as insured.

Where the Scope of Service indicates that additional parties will be involved in the project, i.e. another County, a Township, a City or a Village, the policy or policies shall endorse as additional insured the Board of County Commissioners of the pertinent County, the Board of Trustees of the pertinent Township, the City Council of the pertinent City and/or the Village Council of the pertinent Village, and their respective engineers, officers, employees, agents and volunteers.

A Waiver of Subrogation shall be endorsed on the policy.

If sub-consultants are to be utilized on the Project, the Consultant's policy or policies shall endorse the sub-consultants as additional insured or separate policies, meeting all the requirements herein, shall be furnished by the Consultant or the sub-consultant(s) to the Engineer for each of the sub-consultants.

The form of the additional insured endorsement will be ISO CG 20 33 03 97 (Form B) or its equivalent. The amount of Consultant's insurance will not be reduced by evidence of such other insurance.

**Retroactive Date and Extended Reporting Period:**

If any insurance herein required is to be issued or renewed on a claims-made form, as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project.

**Joint Ventures:**

If the project is to be completed as a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverage specified herein or the joint venture will be a named insured under each policy specified.

**Sub-consultants:**

If the Consultant engages sub-consultant(s) for the performance of any portion of the services involved in the project, the Consultant shall be responsible for guaranteeing that the portion of the project that is to be accomplished by the sub-consultant(s) is adequately covered by the insurance as specified herein. The Consultant will cause each sub-consultant employed by the Consultant to purchase and maintain insurance of the type specified herein. When requested by the County, the Consultant will furnish copies of certificates of insurance evidencing coverage for each sub-consultant.

**Cooperation:**

The Consultant and the County agree to fully cooperate, participate and comply with all reasonable requirements and recommendations of the Consultant's insurers and insurance brokers issuing or arranging for issuance of policies required here, in all areas of safety, insurance program administration, claim reporting, investigating and audit procedures.

**Insurance Limits and Coverage:**

To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms and endorsements.

All self-insured retention or deductible will be the Consultant's or the sub-consultant's responsibility.

**Commercial General Liability:**

The Consultant will maintain commercial general liability insurance covering all operations by or on behalf of the Consultant on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these limits and coverage:

Minimum limits:           \$1,000,000 each occurrence;  
                                      \$2,000,000 general aggregate;  
                                      \$1,000,000 products and completed operations aggregate.

**Automobile Liability:**

The Consultant will maintain business auto liability covering liability arising out of the Consultant's use of any auto (including owned, hired, and non-owned autos).

Minimum limit:            \$1,000,000 combined single limit each accident.

**Workers' Compensation:**

The Consultant will maintain workers' compensation insurance.

Minimum limits: 1. Workers' compensation - statutory limit.

**Umbrella/Excess Liability:**

The Consultant will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance herein described. The amounts of insurance required herein may be satisfied by the Consultant purchasing coverage for the limits specified or by any combination of underlying and umbrella limits so long as the total amount of insurance is not less than the limits specified herein.

Minimum limits:           \$2,000,000 combined single limit per occurrence and aggregate limit.

**Professional Liability (Errors & Omissions):**

The Consultant will purchase and maintain professional liability insurance.

Minimum limits:           \$1,000,000 each claim and annual aggregate.

Coverage:                    Retroactive date prior to work.

Valuable Papers:

The Consultant will purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records related to this project.

Indemnification of Hamilton County and Green Township:

The Consultant shall save, protect, defend, indemnify and hold harmless the Board of County Commissioners of Hamilton County, Ohio; the Hamilton County Engineer; the Green Township Board of Trustees; and their respective officers, employees, and agents from and against any and all liabilities, penalties, damages, settlements, costs or losses of every kind and character to the extent they arise out of or in connection with the intentional, wrongful, or negligent acts, errors or omissions of the Consultant, its employees officers, agents or sub-consultant(s) in the performance of the services involved in the project.

The Consultant agrees to pay all damages, costs and expenses of the said Board of County Commissioners of Hamilton County, Ohio; the Hamilton County Engineer; the Green Township Board of Trustees; and their officers, employees, and agents in defending any action arising out of the aforementioned wrongful, intentional or negligent acts, errors or omissions.

Indemnification of Additional parties:

Where the Scope indicates that additional parties will be involved in the project, i.e. another County, a Township, a City or a Village, the Consultant shall also save, protect, defend, indemnify and hold harmless the Board of County Commissioners of the pertinent County, the Board of Trustees of the pertinent Township, the City Council of the pertinent City and/or the Village Council of the pertinent Village, and their respective engineer(s), officers, employees, and agents, from and against any and all liabilities, penalties, damages, settlements, costs or losses of every kind and character, to the extent they arise out of or in connection with the intentional, wrongful, or negligent acts, errors or omissions of the Consultant, its employees officers, agents or sub-consultant(s), in the performance of the services involved in the project.

The Consultant shall also agree to pay all damages, costs and expenses of the Board of County Commissioners of the pertinent County, the Board of Trustees of the pertinent Township, the City Council of the pertinent City and/or the Village Council of the pertinent Village, and their engineer(s), officers, employees, and agents in defending any action arising out of the aforementioned wrongful, intentional or negligent acts, errors or omissions.

The Consultant **MUST** submit **ONE** copy of those portions of the insurance policy in which Hamilton County, the Township and/or any other party to the Agreement is named as an additional insured, i.e. the General Liability Policy or the Automobile Policy. The Consultant **MUST** also submit **TWO CERTIFICATES** indicating the insurance coverage for all other portions of the insurance policy. The Consultant **MUST** submit these documents to the Engineer when returning the Agreement for the project.

In the event of the Consultant, the County, the Township and/or any other party to this Agreement is named in litigation related to the PROJECT, the Consultant also agrees to provide to the Engineer, within ten (10) business days of the Consultant receiving the lawsuit, one certified copy of the **ENTIRE** insurance policy or policies and associated endorsements.

**RIGHT-OF-WAY SERVICES SCOPE**  
**TASK DIVISION**

**PROJECT IDENTIFICATION:**

**HAM-CR457-12.68; PID 105763**  
Harrison Avenue Improvements  
Green Township

- 1) This Task Division sheet is to be used with “the Office of Real Estate Scope Definitions for Right-of-Way Services”.
- 2) This Task Division sheet serves for clarification of responsibilities. It does not necessarily indicate separate pay items.
- 3) The Consultant shall be authorized to perform needed tasks on a job specific basis.

	<b>Task</b>	<b>ODOT</b>	<b>Consultant</b>	<b>NA</b>	<b>Comments</b>
<b>1.</b>	Project Management		<b>x</b>		Inc. R/W Estimate, project certification, final file disposition
<b>2.</b>	Project Manger		<b>x</b>		
<b>3.</b>	Pre-Qualification	<b>x</b>	<b>x</b>		All Tasks to be performed by ODOT Pre-Qualified consultants
<b>4.</b>	PIN – Scoping		<b>x</b>		
<b>5.</b>	Project Timeline & Work Plan		<b>x</b>		See additional Information about project deadlines
<b>6.</b>	Plan Review	<b>x</b>			
<b>7.</b>	Review of Legal Descriptions with Right of Way Plan	<b>x</b>	<b>x</b>		
<b>8.</b>	Compilation of Forms RE-95 and RE-56		<b>x</b>		
<b>9.</b>	<i>Pre-Acquisition Survey</i>			<b>x</b>	
<b>10.</b>	<i>Right of Way Cost Estimate</i>			<b>x</b>	
<b>10a.</b>	<i>C-1 ROW Estimate</i>			<b>x</b>	
<b>11.</b>	<i>Legal Descriptions</i>			<b>x</b>	<i>Project Engineer (JMA) to supply</i>
<b>12.</b>	Preparation of Legal Instruments		<b>x</b>		
<b>13.</b>	Title Work		<b>x</b>		
<b>13a.</b>	<i>Mini Title</i>		<b>x</b>		
<b>13b.</b>	Full Title		<b>x</b>		
<b>13c.</b>	Title Update(s)		<b>x</b>		
<b>14.</b>	Appraisal		<b>x</b>		
<b>14a.</b>	Appraisal Update		<b>x</b>		
<b>14b.</b>	Appraisal Upgrade		<b>x</b>		
<b>14c.</b>	Scoping Letter for Appraisal		<b>x</b>		
<b>15.</b>	<b>Appraisal Review</b>	<b>x</b>		<b>x</b>	<b>This Task to be performed by independent consultant</b>
<b>16.</b>	Acquisition (Negotiations)		<b>x</b>		
<b>17.</b>	Relocation Assistance				
<b>18.</b>	Relocation Reviews		<b>NA</b>		Task not anticipated
<b>19.</b>	<i>Relocation Appeals</i>		<b>NA</b>		Task not anticipated
<b>20.</b>	<i>Asbestos Collection &amp; Testing</i>		<b>NA</b>		Task not anticipated
<b>21.</b>	<i>Asbestos Abatement</i>		<b>NA</b>		Task not anticipated
<b>22.</b>	Preparation of Individual Parcel Files		<b>NA</b>		Task not anticipated
<b>23.</b>	Administrative Review				Green Township & Hamilton County
<b>24.</b>	Appropriation Coordination		<b>x</b>		
<b>25.</b>	Billing Packages		<b>x</b>		
<b>26.</b>	Closing		<b>x</b>		
<b>27.</b>	<i>Property Management</i>		<b>NA</b>		Task not anticipated

*Continued Next Page*

<i>Cont.</i>	<b>Task</b>	<b>ODOT</b>	<b>Consultant</b>	<b>NA</b>	<b>Comments</b>
<b>27a.</b>	<i>Property Management for Districts</i>			<b>NA</b>	Task not anticipated
<b>28.</b>	Project Status Report		<b>x</b>		Furnished to ODOT – May be posted on a website
<b>29.</b>	Project Certification	<b>x</b>	<b>x</b>		
<b>30.</b>	Final File Disposition	<b>x</b>	<b>x</b>		
<b>31.</b>	Consultant Evaluation				
<b>32.</b>	Property Owner Opinion Survey			<b>x</b>	
<b>33.</b>	Quality Assurance Reviews			<b>x</b>	
<b>34.</b>	Project Meetings		<b>x</b>		
<b>35.</b>	Field Review		<b>x</b>		
<b>36.</b>	Three Dimensional Imaging			<b>x</b>	
<b>37.</b>	Miscellaneous			<b>x</b>	
<b>38.</b>	Project Deliverables		<b>x</b>		
<b>39.</b>	Compensation for Services				Green Township and/or ODOT
<b>40.</b>	Notification to ODOT of Delay		<b>x</b>		

**SCOPE DEFINITIONS FOR RIGHT OF WAY SERVICES (as applicable per Task Division Table)**

1) **Project Management:** Includes but is not limited to the items described below in tasks 2, 3, 4, 5, 6, 10, 26, 27, 27a, 28, 32, 33, 34 & 36. The degree of difficulty in project management varies depending on the project size and complexity, and on the amount of tasks over which the Consultant has direct control.

2) **Project Manager:** A single point of contact in the Consultant’s organization. The Project Manager will be the most knowledgeable member of the organization regarding the day-to-day activities on the project. The responsibilities of the Project Manager are as follows.

- 1. Progress Reports
- 2. Coordination of deliverables and keeping projects on schedule

The Project Manager is empowered with the authority to perform the following.

- 1. Expedite projects
- 2. Make decisions and resolve problems
- 3. Assure compliance with the ODOT Real Estate Manual.

3) **Pre-qualification:** Pre-qualification is the process whereby individuals submit credentials for review to ODOT. Individuals who seek pre-qualification(s) shall be qualified to perform the respective task, i.e. project management, titles, closings, appraisals, appraisal reviews, negotiations, relocations or relocations reviews. The Central Office will administer all submittals and pre-qualification determinations. The specific individuals listed on the Task Division Sheet and/or Attachment C, Schedule of Appraisal Formats, shall be used, unless the Regional Project Manger gives prior approval.

4) **Project Mobilization Meeting:** A project mobilization meeting will be held for the purpose of introductions and to address any questions relating to the project scope. The project mobilization meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

5) **Project Time line and Work Plan:** The Consultant shall submit a project time line and work plan. The time line shall be a brief one-page bar graph. The work plan shall be a Gantt chart form as per ODOT policies and procedures manual Form RE-101. The time line and the work plan shall indicate the critical path of the project as it relates to overall project development. They shall include the date by which all acquisitions must be completed and parcels submitted to

the region as signed or to be filed. The Region will identify this date during project authorization. The Consultant must provide for reviews of the final product of each function contained in this scope, on the date indicated in the project time line and work plan. The Consultant shall adhere strictly to the project time line and work plan.

**6) Plan Review:** The Consultant shall identify any plan problems that exist and notify the Project Manager in the Region in writing. The Consultant shall not suspend activity on a project as a result of minor plan discrepancies, unless instructed by the Project Manager in the Region.

**7) Review of Legal Descriptions with the R/W Plan:** The Acquisition Consultant is responsible for reviewing the legal descriptions against the most recent right-of-way plan to see that the description of the area to be acquired matches what is shown in the plan. This review shall be documented by having the Consultant's representative initial and date the original and all copies of the legal descriptions. Any discrepancies between the plans and legal descriptions shall be brought to the attention of the Region in writing.

**8) Compilation of Forms RE-95 & RE-56:** Property Inventory Classification forms (RE-95) and Grant and Disclaimer forms (RE-56) must identify parties with ownership of Real Estate and personal property to be acquired. The Consultants shall complete and obtain owner and tenant signatures on RE95 & RE-56 documents prior to completion of the appraisals. Any exceptions shall have prior approval of the Regional Project Manager.

**9) Pre-Acquisition Survey:** The Consultant shall be responsible for the completion of a pre-acquisition survey, including report, and all RE-95 forms with photos of all real property structures attached on a separate sheet of paper. The Consultant shall complete the RE-56, Consent, Grant and Disclaimer, at the same time the RE-95 is prepared, if appropriate. The Consultant must make sufficient time allowances for the successful completion of a pre-acquisition survey in their estimated project time line. Notes and RE-110 shall be prepared in conjunction with the pre-acquisition survey.

**10) R/W Cost Estimate:** The Consultant shall prepare all estimated costs of property payments and Relocation Assistance Program (RAP) payments after a contract has been executed. This estimate will be utilized by the District to establish a proper right-of-way cost encumbrance amount and shall be completed thirty (30) days before completion of the first appraisal.

**10a C-1 Cost Estimate:** This form shall be completed as early as stage 4 in the PDP process and will be updated throughout the process. At stage 4, Districts must supply the Region or the Consultant with a tax map that has an overlay of the proposed project limits. Subject estimates will address scope and cost. On new alignments, best-cost estimates will arrive between steps 6 & 7 of the PDP process once the preferred alignment has been selected.

**11) Legal Descriptions:** The District will make every effort to provide pre-approved legal descriptions to the Consultant with notification to the Region.

**12) Preparation of Legal Instruments:** The Consultant shall be responsible for preparing all instruments and forms necessary for the acquisition of the parcel, including deeds, easements, contracts, letters, agreements and all other forms required for the submission of the billing package as defined by the ODOT Real Estate Policies and Procedures Manual and the attached exhibits. These are the items that are required for the preparation of the legal instrument:

- A. Current owner(s) name and marital status
- B. Auditor's parcel number - listing all parcels in the area to be acquired.
  - 1. Warranty Deed "to be deleted from"
  - 2. Temporary Agreements and Easements such as Channel, Slope, Sewer - "located in"
  - 3. Standard Highway Easement - areas broken down by auditor's parcel number. i.e. "deducted from the value of"
- C. Volume and page of the instrument through which the grantor claims title
- D. Surveyor statement and number
- E. Agreed compensation amount



With Warranty Deed (WD) takes, the right of ingress and egress statement will need to be added. With Warranty Deed having a Limitation of Access (WL) takes, the release of all access rights statement will need to be added.

**13) Title Work:** The Consultant, under the direction and to the satisfaction of the Department of Transportation, State of Ohio, shall search the public records concerning the titles to the highway parcels of such real estate in a form acceptable to the State and shall comply with the ODOT policy and procedures as set forth in the Office of Real Estate's Policy and Procedures Manual. All notes and reports are to be typewritten by the Consultant. The Consultant shall submit a written report as to each parcel by the agreed upon due date. Such report shall be performed sufficiently to satisfy the State and all matters presently affecting the title shall be found. In addition, each report shall include, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate, the following factual information:

- A. The name, address, telephone number and marital status of all record holders or holders of title, including partnerships. The marital status of each owner in the chain shall be included.
- B. The recorded deed description of the land or parcels of land which make up an owner's property which are used as a unit with the land taken for highway purposes, together with the recording reference and dates thereof, and any transfers for the period of time established at the task scoping meeting.
- C. The names and address of the owners of any encumbrances upon, or interest in, the real estate, such as mortgages, land contracts, leases, easements, rights of way, mineral rights or reservations, etc.
- D. Unsatisfied executions and living judgments, foreign or domestic, or pending suits of record in the courts of record, or on file in the Sheriff's Office or the Clerk of Courts Office of said county, which may affect said title to the real estate under examination.
- E. Any other tax liens, mechanic liens, recognizance, Division of Aid for Aged Liens, or any other infirmity, encumbrance, lien, or cloud on title disclosed by the public records of said county, including all tax assessing agencies within the county or district.
- F. The tax description, Auditor's parcel number, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.

The Consultant understands that the term "parcel" or "parcel of land" as used herein means that unit of land as delineated and numbered on the right-of-way plans and all contiguous lands, record title to which is in the same person or persons, the whole or any part or parts of which, or any right or rights, interest or interests therein are acquired or to be acquired for highway purposes without regard to the parcel suffix(s), number of descriptions, or County Auditor tax parcels that may be involved.

If possible, a sketch shall be provided to the Consultant showing the parcel and each tract, where more than one contiguous tract of land is involved. The Consultant shall furnish the Department title reports in the form of a Certificate, or Opinion of Title, for each parcel examined.

The Consultant shall review the title reports and chains against the right of way plans. Any discrepancies between the title and the plans shall be brought to the Region's attention in writing.

Upon completion of the title reports, the Consultant shall provide the Region with three (3) copies.

Copying/Reproduction cost shall be included in the overall cost for the Title Report. However, reproduction fees charged by a county will be reimbursed upon submittal of receipts.

**13a Mini-Title:** Means a county record search to a warranty deed (or equivalent property right transfer), of a minimum of 5 years history of the property to be acquired or to the last owner of record in cases where there were no transfers in the last 5 years.

**13b Full Title:** Means a county record search to a warranty deed (or equivalent property right transfer), of a minimum of 42 years history of the property to be acquired or to the last owner of record, in cases where there were no transfers in the last 42 years.

**13c Title Update:** Means to review county records and note any recent activity affecting the property to be acquired since the original date of the title search. The Consultant will prepare updates for appropriation

cases, and immediately before closings. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package.

14) **Appraisal:** Means establishing the current fair market value of the property, utilizing whatever format and approach is appropriate to arrive at an opinion of value for the parcel to be acquired. The Consultant shall be responsible for all appraisal activities. All valuation activities shall be done in accordance with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act, USPAP and ODOT Real Estate Manual Section 4000 et. seq. The appraisal format to be used for each parcel shall be in accordance with the schedule of appraisal format included as Attachment "C". The Consultant shall also be responsible for the preparation of all "Red Books," additional (second) appraisals and appraisal revisions, when they are necessary. The Consultant shall be paid additional compensation per parcel for each "Red Book," additional (second) appraisal or appraisal revision.

**Additional (second) Appraisals** are defined as additional separate independent appraisals prepared at the request of ODOT to facilitate acquisition and/or appropriation. **This Task to be performed by independent consultant.**

**Appraisal Revisions** are defined as changes made to previously prepared appraisals to reflect a change in the facts of a parcel (plan changes or incorrect deed descriptions, etc.). The Consultant shall be responsible for providing 4 original copies of each appraisal document.

All parties acknowledge that time is of the essence and that appraisals are to be delivered to the designated ODOT Office by close of business on the due date specified in this contract. If the appraisal reports are not delivered by close of business on the due date, the original fees of the appraisal(s) not delivered will be reduced by 2%. Thereafter, the original fees of the appraisal(s) not delivered will be reduced by 1% per day from their original amount until the appraisal is delivered and officially date stamped by ODOT.

All parties acknowledge that this penalty will not be applied if the reason for the delay is caused by the actions or request of ODOT. Actions or requests of ODOT that will cause delay may include plan changes, changes in valuation format that would increase the work for the appraiser, or in any other similar situation that changes the scope of work for the appraiser. ODOT will document all such actions or requests in writing.

An appraiser may also request an extension of the due date. This request must be in writing. Approval of all extensions is within the sole discretion of ODOT and such approval or denial must be in writing. The written terms and conditions of approval for due date extensions must be clearly detailed and initialed by all parties.

14a) **Appraisal Update:** All Appraisal Updates and Redbooks shall also be the responsibility of the Consultant on an "if authorized" payment basis. Specifically, "an update" is requested of the fee appraiser when sufficient time has elapsed since the date of the last FMVE to warrant a review of the market to determine if any increase or decrease in market value has occurred. The Consultant shall be responsible for providing four original copies of the update. All formats are expected to be in compliance with ODOT Policy and Procedure Manual.

14b) **Appraisal Upgrades:** A change in format from the appraisal's original format to a more complex format as determined by project need. These upgrades in report type may only be made with the written permission of the Department.

14c) **Scoping Letter for Appraisal:** The following Scoping Letter for Appraisal document shall be included as part of the appraiser's contract with the prime consultant. If the prime consultant uses staff appraisers, then staff appraisers shall strictly adhere to the following scoping letter.

#### **Scoping letter for Appraisers**

The project for which the Consultant will be performing an appraisal service has Federal and or State funds in part or all of the following: design, acquisition and construction. As such, the appraisal process must comply with the Uniform

Act, appropriate State Law and ODOT policy and procedures. The Consultant acknowledges the following as an approved appraiser for ODOT:

- 1) All appraisal formats (including that prepared under the Waiver of Appraisal Provision in 49 CFR) are to comply with the most recent edition of ODOT'S policy and procedure manual.
- 2) The Consultant as the appraiser acknowledges that the Consultant is in possession of Sections 4200 and 4400 of ODOT's policy and procedure manual.
- 3) The Consultant acknowledges that the Consultant has a thorough understanding of the project and the impact of the project to those residue properties after the taking that the Consultant is appraising.
- 4) The ODOT Region Office and the Consultant has discussed each parcel that the Consultant is to appraise, the impact of the taking to the residue property, the anticipated appraisal problem created by the taking and the appropriate appraisal format to be utilized to estimate compensation for the property owner.
- 5) The Consultant as the appraiser is required to be responsive to appraisal review. The appraiser is to correct any deficiencies and submit corrections to the department within 14 calendar days of the receipt of a deficiency letter.
- 6) The appraiser understands that, by mutual consent, the value of the improvements may be stipulated. The appraiser shall not stipulate the value to any improvement without prior approval by ODOT. If the value is stipulated, the appraiser must comply with ODOT policy and procedure and ODOT shall issue a letter authorizing the appraiser to stipulate value to the improvements.
- 7) The appraiser understands that the *Value Analysis* format and the *Value Finding* format are to only be prepared on the most simplistic takings where there is no obvious damage to the residue.
- 8) The appraiser understands that whole takings of single-family residences are best reported using the *ODOT Residential R/W Appraisal Report* format that incorporates the URAR report format commonly used in the mortgage industry.
- 9) The appraiser understands that the *ODOT Summary R/W Appraisal Report* format is typically used on complex takings when loss in value to the residue is a possibility or the award is anticipated to be substantial (over \$20,000). If structures/improvements are remote from the take and such structures/improvements are not thought to suffer damages, then the ODOT Limited Summary R/W Appraisal report is the appropriate format to be used. The *Complete Self Contained R/W Appraisal Report* format is typically reserved for complex takings. All Complete Self Contained R/W Appraisal Reports shall be compliant with USPAP as well as ODOT policy and procedures.
- 10) The appraiser shall contact ODOT to resolve any appraisal issues prior to delivering any appraisal report to the Department.

**15) Appraisal Review:** *The mandatory review of the valuation or appraisal prepared for each parcel to be acquired. All Appraisal Review work will be in conformance with the requirements of the ODOT Office of Real Estate Policies and Procedures Manual. This Task to be performed by independent consultant.*

**16) Acquisition (Negotiations):** Means all work necessary to negotiate with all affected landowners having an interest in the property to be acquired, with a minimum of three (3) visits per land owner interest as required, without ODOT involvement. If conditions merit, a fourth visit, with ODOT involvement may be necessary. The Consultant shall be responsible for all acquisition activities. All acquisition activities shall be done in accordance with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Section 163 of the Ohio Revised Code and Sections 5100-5700 of the ODOT Real Estate Manual.

In addition:

- A. All negotiator notes and reports shall be typewritten.
- B. The Consultant shall give a copy of the offer letter, plan summary letter and approved appraisal or the Value Analysis, to the property owner(s) when making the initial offer to the owner(s).
- C. During the initial meeting with the owner(s), the Consultant shall:
  - o Reference the date of the meeting on the Negotiation Report (RE-60);

- Present the brochure “When ODOT Needs Your Property”;
- Verify the accuracy of the Title Report, especially ownership issues;
- Explain the right of way and construction plans to the owner(s);
- Explain the appraisal process;
- Explain the offer of the Fair Market Value Estimate (FMVE);
- Explain the property owner’s appropriation rights;
- Explain real property tax procedures;
- If appropriate, explain structure retention.
- Document the owner’s questions, issues and concerns.

D. If appropriate, provide these negotiation services jointly with the relocation offer;

E. The Consultant acknowledges that the minimum documentation needed for negotiations and the order of appearance in the file shall be as shown on Attachment “A”, titled “Documents Needed for Acquisition Billing Packages”.

F. If there is a “Hold-Back” Check, the Consultant shall indicate that information in the appropriate space provided on the Acquisition Review Sheet so that the Region will know to request a separate warrant.

G. The Consultant must ensure that the signed instruments are signed exactly as the names appear on the instrument and that the forms are properly notarized.

H. The Consultant shall obtain a signed IRS form W-9 from each property owner listed on the most recent title report. No letters of assignments shall be used.

I. The Consultant shall prepare retention values for structures or any other items (unless otherwise directed by the Region) following the guidelines described in the Real Estate Policies and Procedures Manual. When prepared by the Consultant, retention values shall be submitted to the Region for approval prior to presenting to property owners.

**17) Relocation Assistance:** Means to provide complete relocation assistance for all eligible displacees. All relocation activities shall be the responsibility of the Consultant. The Consultant acknowledges that all relocation activities shall be done in accordance with Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Section 163 of the Revised Code and Section 6100, 6200, 6300, 6400, 6500 and 6600 of the ODOT Real Estate Manual.

Based on the type of relocation to be performed, the Consultant shall be responsible for all or part of the following:

- Performing the Pre-Acquisition Survey and completing all RE-95's, if necessary;
- Determining the Relocation Assistance Additives which include Replacement Housing Additive and Rent Supplement Additive;
- Determining the Normal Home Site Valuation, if necessary;
- Determining the economic rent, if necessary;
- Determining the Increased Mortgage Interest Reimbursement, when necessary;
- Determining all necessary Incidental Expenses to be reimbursed;
- Preparing Inventories;
- Calculating appropriate moving costs;
- Verifying moves;
- Performing Decent, Safe and Sanitary inspections;
- Determining all appropriate move costs for businesses, non-profit organizations, farms and personal property moves;
- Determining eligibility for Fixed Payments in lieu of actual cost move;

- Securing all necessary support documentation and preparing all necessary claim forms;
- Preparing responses to appeals when necessary.

The Consultant will submit all replacement Housing Determinations to the Agency for approval before an offer is made to the displacee. The Agency will provide approval or rejection of determinations as soon as possible. The Consultant shall submit all claim forms and supporting documentation to the Agency for approval before any claim form is presented to the displacee.

On parcels involving rent supplemental payments, the Consultant shall be responsible for the first payment and subsequent payments that normally occur before the project is certified. Rent supplement payments that occur after the Consultant certifies the project will be the responsibility of the Region.

All notes and reports are to be typewritten by the Consultant.

**18) Relocation Reviews:** Means review of relocation activities for compliance with Uniform Act and ODOT Policy. This review work occurs on each activity before the particular activity is completed. **This Task to be performed by independent consultant.**

**19) Relocation Appeals:** The Consultant shall submit any relocation appeals directly to Central Office Real Estate with a copy to the Region. All appeals shall be in writing and include all supporting documentation and a brief summary of the parcel(s) current status. The Consultant shall provide a recommendation on the appeal.

**20) Asbestos Collecting & Testing:** Means to collect and analyze an appropriate number of samples from all affected structures, and to determine if the asbestos present must be abated. A licensed asbestos inspector must perform this work.

**21) Asbestos Abatement:** All work will, at a minimum, conform to the requirements under Federal, State and Local Regulations. Air clearance sampling will comply with AHERA Regulation 40 CFR Part 763.

- A. The scope of the specific project tasks will include the removal and proper disposal of all asbestos containing material that is required.
- B. The tasks must be started and completed by agreed dates. It should be noted that there is a 10 working day waiting period by EPA before any abatement or demolition can begin.
- C. The abatement Consultant is expected to submit all required applications and paperwork in a timely fashion to meet all task deadlines.
- D. If a third party is used for any purpose (e.g., to provide environmental and clearance air sampling), it will be the Consultant's responsibility to ensure that the work performed, sampled and cleaned is based on current ODH and EPA requirements. Payment for this service will be the responsibility of the Consultant.
- E. Should the asbestos abatement area fail a visual inspection, additional cleaning will be required at the Consultant's expense. Should the work area fail to achieve clearance by the TEM or PCM analysis, the area must be re-cleaned and sampled again. Should the initial clearance samples fail, the Consultant will be responsible for the cost of cleaning, additional visual inspections, additional clearance testing and analysis.
- F. The Consultant will be responsible for all of the following:
  1. Providing a job book at the work site with a copy of all company and worker documentation pertinent to this project (licenses, notifications, physicals, fit tests, etc.).
  2. Ensuring that all personnel working on this project are experienced, licensed, certified, and have current physical examinations and documentation.
  3. The Consultant will be responsible for their OSHA worker personal monitoring.
  4. The Consultant will conduct the project in accordance with all Local, State and Federal regulations.

G. The Consultant is responsible for securing their work equipment at the project site.

H. The parcels in the project area are vacant, with all utility services disconnected. The Consultant will be responsible for providing all services required to perform this abatement.

**22) Preparation of Individual Parcel Files:** The Consultant shall be responsible for the assemblage and maintenance of all acquisition files until the end of the project.

**23) Administrative Review:** The Consultant shall have authority to authorize administrative reviews up to \$500 per parcel without prior approval of the Region, provided there is ample support for the additive and that the parcel file and negotiator notes contain full documentation of the support.

When there is perceived need for an administrative settlement beyond \$500.00, the Consultant shall submit a written request to the Region. The written request should document the logic and reasoning for the administrative settlement. The Region will review the request. If approved, the Region will grant authority for the administrative settlement in writing in advance of the consultant concluding the negotiations. After the Consultant hands in the signed Contract of Sale and Purchase, the Value Analysis/RE-22 will be updated to include the administrative review. Once the Administrative Settlement is complete, the Consultant shall change the warranty deed or other instrument(s) to reflect the new amount

**24) Appropriation Coordination:** The Region will be the primary contact for all appropriation coordination activities. The Region will also act as the primary contact for the Consultant on issues relative to the AAG's Office. When a parcel is submitted to the Region for appropriation, the Consultant will forward the entire parcel file with the billing package. Upon receipt of the appropriation billing package from the Consultant, the Region will forward the appropriation package and warrant to the AAG for filing. The Consultant will prepare the title updates for appropriation cases. Updates for appropriation parcels shall be performed no more than seven (7) days prior to submission of an acceptable billing package. Updates shall include copies of all liens leases easements etc. The Region will be responsible for tracking the timely filing of an appropriation parcel by the AAG to ensure clearance dates are met. The Consultant shall submit all appropriation packages no later than the date set by the Project Manager. Upon request, the District and Region will advise the AAG as to whether or not a proposed settlement is reasonable.

The Consultant will prepare all Red Books upon request by the Region. The Consultant will also remain available for consultation to the AAG and, if authorized, the Consultant will provide court testimony. The Region will file the proper documentation upon receipt of a final court entry.

**25) Billing Packages:** The Consultant must submit an original and one copy of complete billing packages (signed parcels, appropriations, or Relocation Assistance payments) to the Region for review and processing. Billing package contents shall be as specified in Attachment "A" and "B." All billing requests will be reviewed and warrants requested/processed by appropriate Region personnel. In the case of signed parcels, the warrant will be mailed to the Consultant for further processing (closing, etc.). In the case of appropriations, the warrant will be sent to the AAG's office to be placed on deposit with the Court. The Consultant shall utilize approved ODOT forms when performing all right of way functions contained in this scope.

**26) Closing:** All closing activities are the responsibility of the Consultant. Closing activities include but are not limited to:

- A. Prepare the RE-57 and submit it to the county auditor's office for determination of pro-rated taxes and unpaid assessments.
- B. Prepare mortgage and lien releases; secure these releases on encumbered property from the property owners or the mortgage/lien holders, as early in the process as possible. Mortgage releases will not be required on parcels with an FMVE of \$1,500 or less. Upon approval of the Region, mortgage releases may be waived on parcels where the appraised "After Value" of the residue is substantially greater than principle amount of the mortgage.
- C. Conduct closings, disbursing and collecting monies as required and assist the property owner in the execution of required instruments and forms.
- D. Secure the necessary approvals from required local agencies to permit the transfer of ownership property rights in the county auditor's office. Record the instruments and releases with the county recorder's office. Maintain a log of the volume and page numbers of the recording data of the instruments. Said log is to be submitted at the close of the project.

- E. Deposit the pro-rated taxes with the required county office and obtain a receipt. Submit the completed tax exemption forms RE-30 or RE-31 to the county offices. The Consultant shall submit a copy to the Region bearing the receipt stamp of the appropriate county office. RE-30s shall be prepared showing multiple parcels acquired on the project for the calendar year. Separate RE-30s should not be prepared for each parcel.
- F. Monitor the property owner for compliance with performance withholding requirements on non-structure parcels involving retention of signs, etc.; and pay owner and secure receipt upon property owner's compliance with requirements.
- G. Title updates required for closing are part of the closing. They will not be considered a separate pay item.
- H. After the completion of the closing process the consultant shall prepare a packet for each right of way parcel and deliver it to the Region. This packet shall contain, as applicable, the following items:
  - 1. All correspondence relative to the closing of the parcel including, but not limited to, the property owner and the mortgage/lien holders.
  - 2. A copy of the recorded instruments and releases.
  - 3. A copy of the signed Closing and Settlement Statement (RE-44/44-1).
  - 4. Warrant receipts for warrant payments and receipt for taxes/assessments.
  - 5. The affidavit by seller (RE-45).
  - 6. A title update or copy of the original title with original certification that no changes have occurred in the property title dated immediately before the closing of the right of way parcel.
  - 7. The completed auditor's estimate of prorated taxes and assessments (RE-57). Receipts for taxes and assessments from the county auditor. The copies of the RE-30 or RE-31 submitted to the county for tax exemption. Copy of exemption from Real Property conveyance fee form DTE 100(ex).

The Region will review closing packages as necessary, and notify Consultant of any deficiencies. The Consultant will be responsible for paying the appropriate County for recording fees for both plan sheets and all acquisition instruments. [The Consultant shall be reimbursed by ODOT for actual recording fees. Receipts for recording fees must be transmitted to the Region along with invoices for consultant services.]

**27) Property Management:** The Consultant shall provide the Region with information on the transfer of keys to the structure, any rental agreements and deposits, and ensure that the structure is "broom clean". Coordination is required to assure a smooth transition of possession and to provide a secure structure to the Region. The Consultant shall also complete the RE-95-R form and transmit it to the Region. If rental agreements are necessary, the consultant shall notify the Region at the earliest point in time. The Region will handle the preparation and execution of the rental agreements. Structure removal activity will be the responsibility of the District. In addition, the Consultant shall coordinate the cancellation of utility services and the disconnection and removal of meters for all utilities.

**27a Property Management for Districts** – The Consultant tasks include, but are not limited to, the following:

- 1. Review property management files.
  - 2. Process requests in accordance with the ODOT Property Management Manual and Ohio Revised in accordance with Chapter 5501.
  - 3. Perform field visits to property.
  - 4. Determine type of disposal: (e.g. transfer, public auction, direct sale, and release of easement.)
  - 5. Provide District a recommended course of action.
  - 6. Prepare miscellaneous correspondence. Request concurrence from District Planning, Highway Management and Production Departments. Request Federal Participation information. Request appraisal. Prepare Notices of Sale, Director's Deeds, Release of Easements, Governor's Deeds, Contract of Purchase, Closing Statements, and process billings.
  - 7. Attend meetings, public auctions, and closings at the request of the District.
- ODOT shall provide the property management file and plans.

**28) Project Status Reports:** The Consultant shall provide Monthly Progress Report's or at an interval determined by Region Projects Manager on standard ODOT forms RE-36, RE-37 and RE-121 or a form acceptable to the Regional

Project Manager, as established at the task scoping meeting. The progress reports shall be stand-alone documents indicating the complete current status of the project.

**29) Project Certification:** The final work product must be certified as clear by the Consultant in conformance with ODOT policies and procedures, the Ohio Administrative Code, the Ohio Revised Code, Uniform Standards for Professional Appraisal Practices (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the Uniform Act), and all other local, state and federal laws, policies, ordinances or regulations. If any relocations are not completed at the time the last parcel is submitted for billing, the Consultant can request that ODOT consider allowing certification with an exhibit indicating the date the relocation will be completed. Exhibits will only be considered when arrangements have been made to accommodate relocations in a reasonable time. The Consultant shall be responsible to provide the Region with all necessary exhibits for conditional certifications. Ultimately, the Regions will certify the R/W as clear to the Districts.

**30) Final File Disposition:** If applicable, when all signed parcels are recorded, appropriations are filed and all relocations are completed, the Consultant shall send all original files to the respective Regional Office(s). The Regional Offices will be responsible for transmitting the complete closed original parcel files to the Central Office Records Section and for transmitting a complete copy of the parcel files to the District. Maintain a log of the volume and page numbers of the recording data of the instruments. Said log is to be submitted at the close of the project.

**31) Consultant Evaluation:** The Region and the District will evaluate the Consultant. At the conclusion of a project, the Consultant shall attend the performance review meeting. This evaluation information will be entered to the Consultant Evaluation System for future reference.

**32) Property Owner Opinion Surveys:** Will be distributed and compiled by Central Office. The Region will provide a copy of all applicable surveys to the Consultant.

**33) Quality Assurance Reviews:** The Ohio Department of Transportation - Office of Real Estate reserves the right to perform a Quality Assurance Review at any time to assure compliance with Policies and Procedures.

**34) Project Meetings:** The Consultant shall meet with the Region or District Real Estate Office, as requested in writing, to review the status of the work, coordinate with property owners, or for other purposes as required.

**35) Field Review:** The Region personnel may perform field reviews on an intermittent basis throughout the duration of the project. These reviews will occur on all real estate processes performed by the Consultant. The review will include accompaniment of consultant personnel on personal contacts with the property owners. The parcels to be reviewed will be selected at random. The purpose of the reviews will be to monitor and evaluate the performance of consultant personnel, and identify problems and deficiencies that need to be addressed to improve performance. It will also be beneficial in identifying and acknowledging outstanding performance and will provide information for the Consultant evaluation at the completion of the project.

**36) Three Dimensional Imaging:** Description of Services that may be assigned:

1. Using computer generated 3-D imaging technology that is compatible with ODOT design software:
  - a. Provide a "before and after" 3-D graphic representation of the proposed area(s) of the property to be acquired, including all access points to the property. The "after" image shall portray the final effects of the highway improvement project's construction on the remainder land. Images shall be capable of portraying the property in "fly-around" motion, as well as allow the capture of still images from at least three strategic perspectives.
  - b. Provide still photographs of a parcel site on a project.
  - c. Provide animation on traffic flow to a parcel.
  - d. All 3-D images shall portray the properties and associated improvements in actual spacial relationships and dimensions.



2. ODOT will supply to the Contractor:

- a. Aerial photography (ortho-rectified as available)
- b. Right-of-Way Plans, Utility Plan, and Construction Plans (in digital format, Microstation or Autocadd as available)
- c. Appraisal sketches as available

3. Project Deliverables: Upon completion of each assigned task, the Consultant shall provide to ODOT, the desired 3-D images by way of a CD ROM disc that will operate through ODOT designated software. Also provide Hi-Resolution Plot images of parcels and all documentation relative to the project.

4. Courtroom Testimony: As a separately assigned task (and fee), the Consultant may be called upon to provide expert testimony regarding the computer technology it used in preparing any 3-D images used by ODOT in acquiring a specific right of way parcel. Such testimony will also cover the accuracy of the images and the spatial relationships, sizes, and shapes of the items depicted therein.

37) **Miscellaneous:** Specific references in this scope are in no way intended to supersede acquisition requirements of the Ohio Department of Transportation, the Uniform Act, the Office of Real Estate's Policy and Procedures or any other state or federal requirements. No additional compensation to perform any of these requirements that have not specifically been stated in this scope will be considered by the Ohio Department of Transportation.

38) **Project Deliverables:** The Consultant shall, upon completion of the designated tasks, provide the Region Office with all appropriate documents to support the work performed.

39) **Compensation for Services:** The negotiated fee shall be based on a completed task as outlined in the scope. No additional compensation for any required reviews deemed necessary in accordance with the Uniform Act and the Ohio Department of Transportation Real Estate Manual will be considered. Compensation for Services not contemplated by this scope of services or clearly not included within the scope of services described herein shall be negotiated in accordance with Chapter 5 of the Specifications for Consulting Services. The consultant shall submit invoices that are prepared on standard ODOT Real Estate invoice forms. The Consultant shall provide as specified to ODOT, detailed documentation for invoicing and payment for services. These forms are supplied to the consultant as an attachment to their authorization to proceed.

40) **Notification to ODOT of Anticipated Delays in Scheduled Delivery of Services:** The Consultant shall promptly notify ODOT of any anticipated delays in scheduled delivery of services.

**ATTACHMENT A**  
**DOCUMENTS NEEDED FOR ACQUISITION BILLING PACKAGES**

Documentation to be include in the following order, clipped together:

1. Value Analysis OR RE-22
2. RE-95 (if applicable)
3. Removal Agreement (if applicable)
4. Retention Value (if applicable)
5. Right of Entry (if applicable)
6. Donation Letter (if applicable)
7. Original Negotiator Notes
8. First Letter (Introductory Letter)
9. Offer Letter and any Revised Offer Letters
10. Second Letters
11. Plan Letters (when applicable)
12. Copies of deeds of current owner(s) (from title report)
13. All other Parcel Correspondence
14. Original Contract of Sale with Attached Instruments, if warranty deed acquisition  
or signed instruments (easements, work agreements, temporaries, waivers, etc.), if non-warranty deed acquisition
15. Corporate Resolutions and Affidavits (if applicable)
16. Pre-Acquisition Letter
17. Title Report
18. Original W-9

\*\* If the Consultant has signed instruments, then the copies **MUST** have the signatures on them also.

\*\* If there is an administrative review, make sure that the instruments and contract of sale and purchase, if applicable, are changed to reflect the new amount.

\*\* If there is an appropriation, make sure that a 42-year title search is completed, even if it is a low-value parcel.

\*\* If there is an appropriation, make sure to include a full appraisal report with the RE-22.

\*\* Make sure that the **SIGNED INSTRUMENTS** are signed **EXACTLY** as the name(s) appear on the instrument and are notarized. **ALL** signatures should have the typed or printed name below the signature.

\*\* Any packages **NOT** containing the above-listed items will be returned to the Consultant to be corrected.

**ATTACHMENT B**  
**DOCUMENTS NEEDED FOR RELOCATION BILLING PACKAGES**

The following guidelines are to be used as a reference in preparing for payment. Most types of payments are covered, however, relocation billings vary due to the type of eligible benefits and the timing and manner of payments.

**RESIDENTIAL MOVING COSTS**

**1) Fixed Schedule**

Original of the moving claim, RE-117 (NOTE: Review approval date must be done prior to displacee signature date)  
One copy of the site occupant qualification record, RE-110  
One copy of the counselor's notes (must be type written), RE-115  
One copy of any miscellaneous documentation or memo to file in support of payment, if applicable.

**2) Contract Move**

Original of moving claim, RE-117  
One copy of the site occupant qualification record, RE-110  
One copy of the certified personal property inventory, RE-113  
One copy of inventory classification, RE-95  
One copy of qualified mover's invoice and one copy of any estimates obtained by the agency  
One copy of the assignment letter when payment is made to a third party. The assignment must be signed and dated by the displacee and the assignee. The assignee's TI number (S.S. No.) should appear on this form.  
One copy of self move authorization/move cost offer letter.  
One copy of counselor's notes (must be type written), RE-115  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

**3) Self-Move**

Original of moving claim, RE-117  
One copy of the site occupant qualification record, RE-110  
One copy of the certified personal property inventory, RE-113  
One copy of the inventory classification, RE-95  
One copy of the move specifications  
One copy of two signed and dated move cost estimates from qualified moving companies. One move cost estimate is acceptable for small uncomplicated moves  
One copy of self-move authorization/move cost offer letter  
One copy of counselor's notes (must be typed written), RE-115  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

**4) Residential Replacement Housing Payments (Owner occupant - 180 days or more who purchases)**

Original of replacement housing claim, RE-117  
One copy of the site occupant qualification record, RE-110  
Once copy of the replacement housing computation, RE-111  
One copy of the proof of purchase (properly executed closing statement and warranty deed)  
One copy of the increased interest computation if applicable  
    1. One copy of documentation to support all figures used in the computation.  
    2. One copy of computer printouts Preliminary Estimate and Final Estimate  
One copy of the incidental expense computation if applicable, RE-111-2  
    1. One copy of proof of incidentals if not shown on closing statement.  
Receipts must be signed and dated.  
One copy of the normal home site valuation, if applicable, RE-112  
    1. One copy of the White Sheet, RE-22  
One copy of the decent, safe, and sanitary certification, RE-116  
One copy of the counselor's notes (must be type written), RE-115.  
One copy of the offer/90 days notice letter, RE-C

One copy of the letter of assignment when payment is to a party other than the displacee. The assignment letter must be signed and dated by both the displacee and assignee. The assignee's T.I. number should appear on this form.  
One copy of last resort housing approval, if applicable.  
One copy of appeal documentation, if applicable.  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable.

**5) Owner Occupant - 90 to 180 days, or Tenant Occupant - not less than 90 days who purchases**

Original of replacement housing claim, RE-117  
One copy of the site occupant qualification record, RE-110  
One copy of the replacement housing computation, RE-111  
One copy of the proof of purchase (properly executed closing statement and warranty deed)  
One copy of the D.S. S. certification, RE-116  
One copy of the assignment letter when payment is to be made to a third party. The assignment letter must be signed and dated by both the displacee and the assignee. The assignee's T.I. number should appear on this form  
One copy of the incidental expense computation, RE-111  
    a. One copy of proof of incidental expenses if not shown on the closing statement. Receipts must be signed and dated.  
One copy of the offer/90 days notice letter, RE-C  
One copy of the normal home site valuation, if applicable, RE-112  
    a. One copy of the White Sheet, RE-22  
One copy of the counselor's notes (must be type written), RE-115  
One copy of last resort housing approval, if applicable  
One copy of appeal documentation, if applicable  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable

**6) Owner Occupant or Tenant Occupant - 90 days or more who rent**

Original and one copy of rent supplement claim, RE-117  
One copy of the site occupant qualification record, RE-110  
One copy of the rent supplement computation, RE-111, plus any utility documentation  
One copy of signed and dated proof of rental for both the acquired site and replacement site.  
One copy of economic rent determination, if applicable  
One copy of D.S.S. Certification, RE-116  
One copy of the assignment letter when payment is to a third party.  
The assignment letter must be signed and dated by the displacee and the assignee and include the assignee's T.I. number  
One copy of the counselor's notes (must be type written), RE-115  
One copy of the offer/90 days notice letter, RE-C  
One copy of verification of income, if 30% income approach is applicable  
One copy of last resort housing approval, if applicable  
One copy of appeal documentation, if applicable  
One copy of miscellaneous documentation, if applicable

**7) Last Resort Housing - Installment Payments for Rent Supplement**

Two copies of "original" rent supplement claim RE-117  
One copy of site occupant qualification record if displacee has moved to another dwelling  
One copy of assignment letter for the quarterly payment  
One copy of the D.S.S. certification, RE-116, if applicable  
One copy of counselor's notes, RE-115, if applicable

**DETACHED STRUCTURES**

**1. Fixed Schedule:** The built-in dislocation allowance for rooms 1-3 does not apply to detached structures. Therefore, "pay rooms" to compensate for the cost of moving personally will be equivalent to \$100 per room.

Original of the moving claim, RE-117

One copy of the site occupant qualification record, RE-110

One copy of the counselor's notes (must be type written), RE-115

One copy of any miscellaneous documentation or memo to file in support of payment if applicable

**2. Actual - Contract Move (Need estimates)**

Original of moving claim, RE-117

One copy of the site occupant qualification record, RE-110

One copy of the certified personal property inventory, RE-113

One copy of the inventory classification, RE-95

One copy of the move specifications

One copy of the qualified mover's invoice, signed and dated, and one copy of any estimates obtained by the agency

One copy of the assignment letter when payment is to be made to a third part. The assignment must be signed and dated by both the displacee and the assignee. The assignee's T.I. number should appear on this form.

One copy of the self-move authorization/move cost offer letter

One copy of the 90 day notice, RE-B

One copy of the counselor's notes (must be type written), RE-115

One copy of miscellaneous documentation or memo to file in support of payment, if applicable

**3. Self-Move**

Original of moving claim, RE-117

One copy of the site occupant qualification record, RE-110

One copy of the certified personal property inventory, RE-113

One copy of inventory classification, RE-95

One copy of statement signed and dated by displacee indicating "actual reasonable costs" agreeable to move personally

One copy of self-move authorization/move cost offer letter

One copy of counselor's notes (must be type written), RE-115

One copy of miscellaneous documentation or memo to file in support of payment, if applicable

**COMMERCIAL, FARMS, AND NON-PROFIT ORGANIZATIONS MOVING COSTS**

**1. Findings**

Original of the moving claim, RE-117-1

One copy of the site occupant qualification record, RE-110-1

One copy of the certified personal property inventory, RE-113-1

One copy of the inventory classification, RE-95

One copy of the move specifications/estimates of move cost memorandum

One copy of the self-move authorization/move cost offer letter

One copy of the 90 day notice, RE-B

One copy of the counselor's notes (must be type written), RE-115

One copy of any miscellaneous documentation or memo to file in support of payment, if applicable

**2. Contract Move**

Original of moving claim, RE-117-1

One copy of the site occupant qualification record, RE-110-1

One copy of the certified personal property inventory, RE-113-1

One copy of the inventory classification, RE-95

One copy of the move specifications

One copy of the qualified mover's invoice, signed and dated, and one copy of any estimates obtained by the agency

One copy of the assignment letter when payment is to be made to a third party. The assignment must be signed and dated by both the displacee and the assignee. The assignee's T.I. number should appear on this form  
One copy of the self-move authorization/move cost offer letter  
One copy of the 90 day notice, RE-B  
One copy of the counselor's notes (must be type written), RE-115  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable

### **3. Negotiated Settlement**

Original of the moving claim, RE-117-1  
One copy of the site occupant qualification record, RE-110-1  
One copy of the certified personal property inventory, RE-113-1  
One copy of the inventory classification, RE-95  
One copy of the move specifications  
One copy of two move cost estimates (one estimate for small uncomplicated moves) from qualified moving companies  
One copy of the self-move authorization/move cost offer letter  
One copy of the 90 day notice, RE-B  
One copy of the counselor's notes (must be type written), RE-115  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable

### **4. Bids Not Obtainable**

Original of the moving claim, RE-117-1  
One copy of the site occupant qualification record, RE-110-1  
One copy of the certified personal property inventory, RE-113-1  
One copy of the inventory classification, RE-95  
One copy of the move specifications  
One copy of documentation evidencing that move estimates were not obtainable  
One copy of all receipts or other evidence of expense (i.e. payroll equipment, rental, etc)  
One copy of self move authorization letter  
One copy of the 90 day notice, RE-B  
One copy of the counselor's notes (must be type written), RE-115  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable

### **5. Income In Lieu of Moving Payments**

Original of the moving claim, RE-117-1  
One copy of the site occupant qualification record, RE-110-1  
One copy of proof of annual net earnings of the two taxable years immediately preceding the taxable year in which the operation is displaced or other authorized taxable years. An affidavit from the owner stating the net earnings providing it grants the State the right to review the records and accounts of the business and the potential payment does not exceed \$1000.  
One copy of the 90 day notice, RE-B  
One copy of the counselor's notes (must be type written), RE-115  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable

### **6. Direct Loss of Tangible Personal Property**

Original of the moving claim, RE-117-1  
One copy of the site occupant qualification record, RE-110-1  
One copy of the computation for actual direct loss of personal property, RE-118-1  
One copy of certified, personal property inventory with items claimed under direct loss identified separately, RE-113-1  
One copy of the inventory classification, RE-95  
One copy of the counselor's notes (must be type written), RE-115  
One copy of miscellaneous documentation or memo to file in support of payment, if applicable

**7. Search Expenses**

Original of the moving claim, RE-117-1

One copy of the site occupant qualification record, RE110-1

Original statement of expenses in searching for replacement, RE-118

One copy of the search authorization letter

One copy of the counselor's notes (must be type written), RE-115

One copy of miscellaneous documentation or memo to file, in support of payment, if applicable

**8. Storage Expenses**

Original of the moving claim, RE-117-1

One copy of valid invoice presenting the costs for storage of properly inventoried items. Invoice must be signed and dated.

One copy of the certified personal property inventory, RE-117-1/RE-117

One copy of signed, dated storage authorization letter

One copy of the counselor's notes (must be type written), RE-115

One copy of miscellaneous documentation or memo to file in support of payment, if applicable

**9. Agreement for Bidder's Services**

Original of the signed and dated invoice from the bidder

Original Agreement for Bidder's Service, RE-114

Original signed and dated estimate

One copy of the certified personal property inventory, RE-113-1